

# DCB HOME LOAN Agreement

- Fixed plus Floating Interest
- Floating Interest

**DCB BANK**

Please note :



- Initials of all the Borrowers



- Full signature of all the Borrowers

## LOAN AGREEMENT

This Loan Agreement ("Agreement") made at the place and on the date stated in the Schedule attached hereto BETWEEN DCB BANK LIMITED incorporated under the Companies Act, 2013 (CIN: L99999MH1995PLC089008) and deemed to exist within the meaning of Companies Act, 2013, having its Registered Office at 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013 (hereinafter referred to as 'DCB Bank'), which expression shall unless the context otherwise requires, include its successors and assigns on the ONE PART; AND the BORROWER whose name/s and address/es is/are stated in the Schedule (hereinafter referred to as the 'BORROWER'), which expression shall unless the context otherwise requires, include his/her/their heirs, executors, administrators, successors) of the OTHER PART:

### CLAUSE 1 : DEFINITIONS

- 1.1 The following definitions apply throughout this Agreement unless the context otherwise requires
- (a) The term '**Construction**' shall mean and include extension;
  - (b) The expression '**Equated Monthly Instalment**' (EMI) means the amount of monthly payment necessary to amortise the Loan with interest over the period of the Loan;
  - (c) The term '**RBLRHL**' means the RBLRHL (Revised Benchmark Linked Rate Home Loan) as fixed by DCB Bank.
  - (d) The term '**Loan**' means the amount of loan provided for in Clause 2.1 of this Agreement and the Schedule;
  - (e) The term '**Loan Application**' means the application submitted by the Borrower to DCB Bank for availing of the Loan;
  - (f) The expression '**Pre Equated Monthly Instalment Interest**' (**PEMII**) shall mean payment of monthly interest on the Loan amount at the rate referred to in Clause 2.2 from the date and / or respective dates of disbursement to the date immediately prior to the date of commencement of the EMI;
  - (g) The term '**Prepayment**' means premature repayment as per the terms and conditions laid down by DCB Bank in that behalf and in force at the time of prepayment;
  - (h) The term '**Property**' means the immovable property, described in the Schedule to this Agreement, which is owned / jointly owned by the Borrower and which includes:
    - a) In the case of a part of a building, the entire built-up area (and any additions thereto), the proportionate share in the common areas of the building and the proportionate undivided share in the land on which the said building is situated OR
    - b) In the case of an independent structure, the structure and entire plot of land on which the structure is situated
  - (i) The expression '**Rate of Interest**' means the rate of interest as referred to in Clause 2.2 of this Agreement;
  - (j) The term '**Repayment**' means the repayment of the principal amount of Loan, interest thereon, and / or other charges, premium, fees or other dues payable in terms of this Agreement to DCB Bank; and means in particular, amortisation provided for in Clause 2.6 of this Agreement;
  - (k) The term '**Schedule**' means the Schedules to this Agreement written after Clause 12 and which forms an integral part of this Agreement;
  - (l) '**Security Cheque**' means the cheque drawn by the Borrower in favour of DCB Bank with the amount left blank and marked "NOT OVER [the loan amount stated in the Schedule]".
  - (m) '**Insurance Company**' means the insurance company through whom the Borrower applies and takes the MRTA policy;
  - (n) '**MRTA policy**' means Mortgage Redemption Term Assurance (MRTA) policy taken by the Borrower in respect of which DCB Bank, at the request of the Borrower, has disbursed / agreed to disburse the Insurance Premium towards the policy as set out in the Schedule hereto.
- 1.2 The term 'Borrower' wherever the context so requires shall mean and be construed as 'BORROWERS' and the masculine gender wherever the context so requires shall mean and be construed as the feminine gender.
- 1.3 The terms and expressions not herein defined shall where the interpretation and meaning have been assigned to them in terms of the General Clauses Act, 1897, have that interpretation and meaning.
- 1.4 The Borrower hereby gives specific consent to DCB Bank for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with the relevant Regulations / Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the said facilities availed from DCB Bank, from time to time, to any 'Information Utility' ('IU' for brief) as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the financial information submitted by DCB Bank, as and when requested by the IU concerned.

### CLAUSE 2: LOAN, INTEREST, etc.

#### 2.1 Amount of Loan

The Borrower agrees to borrow from DCB Bank and DCB Bank agrees to lend to the Borrower a sum as stated in the Schedule on the terms and conditions herein set forth.

The Borrower agrees that, as specified in the Schedule hereto, part of the Loan shall be disbursed by DCB Bank towards the purchase / construction / extension / alteration of the Property and part of the Loan shall be disbursed to the Insurance Company on behalf of the Borrower towards payment of premium for the Mortgage Redemption Term Assurance (MRTA) policy if applied for by the Borrower and indicated in the Schedule hereto. The Borrower also agrees that in the event the application for the said MRTA policy is not accepted by the Insurance Company, for any reason whatsoever, the Borrower shall have authorised the Insurance Company and DCB Bank shall be entitled to receive on behalf of the Borrower the refund of the premium amount paid and in such an event, the Borrower agrees and authorises DCB Bank to appropriate the refund of the premium towards the part pre-payment of the Loan.

#### 2.2 Interest

- (a) The rate of interest applicable to the Loan as on the date of execution of this Agreement is as stated in the Schedule hereto.  
PROVIDED THAT in the event DCB Bank desires to increase or decrease the rate of interest prior to the disbursement of the full loan, the new rate of interest shall become applicable to the Loan forthwith from the date of such change in the rate of interest.
- (b) The floating rate of interest shall be reviewed by DCB Bank at such intervals as specified in the Schedule and upon such review DCB Bank may at its sole discretion change the interest rate.
- (c) The Borrower shall reimburse or pay to DCB Bank such amount as may have been paid or payable by DCB Bank to the Central or State Government on account of any tax levied on interest (and / or other charges including the PEMII) on the



Loan by the Central or State Government. The Borrower shall make the reimbursement or payment as and when called upon to do so by DCB Bank.

- (d) The Borrower understands and agrees that, in the event DCB Bank disburses part of the Loan to Insurance Company on behalf of the Borrower towards payment of premium for the MRTA policy if applied for by the Borrower and indicated in the Schedule hereto, the Borrower is liable to pay interest on such disbursement notwithstanding any request for to cancel the policy and / or refund of the insurance premium by the Borrower as permitted under the terms of the Insurance Policy. Such interest shall be payable by the Borrower until the receipt of refund of insurance premium by DCB Bank and appropriated towards the part pre-payment of the Loan in terms of this Agreement.

- (e) Repricing can have an impact on the approved tenor or EMI or both.

### 2.3 **Computation of Interest**

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

### 2.4 **Payment of other expenses**

The Borrower undertakes to pay forthwith on demand to DCB Bank all costs and expense (including legal costs between legal counsel and clients) on a full indemnity basis incurred or to be incurred by DCB Bank for investigation of title to any property offered as security and for the preparation, execution, preservation, performance, enforcement and realisation of the outstanding Loan amount, security documents and other instruments creating and/or evidencing the creation of any security/ies for the Loan as also any other instruments required in connection with the Loan.

### 2.5 **Details of Disbursement**

The Borrower agrees that, as specified in the Schedule, part of the Loan shall be disbursed by DCB Bank towards the purchase / construction / extension / alteration of the Property and part of the Loan shall be disbursed to the Insurance Company on behalf of the Borrower towards payment of premium for the Mortgage Redemption Term Assurance (MRTA) policy if applied for by the Borrower and indicated in the Schedule hereto. The Borrower agrees that the part of the Loan disbursed by DCB Bank towards the purchase / construction / extension / alteration of the Property shall be disbursed in one lump sum or in suitable installments as shall be decided by DCB Bank with reference to the need or progress of construction (which decision shall be final and binding on the Borrower). The Borrower shall hereby acknowledge the receipt of the Loan disbursed, in the form required by DCB Bank, of each amount so disbursed.

### 2.6 **Mode of Disbursement**

All payments to be made by DCB Bank to the Borrower under or in terms of this Agreement shall be made by Demand Draft (DD) / Bankers Cheque / NEFT / RTGS / cheque duly crossed and marked 'A/C payee only' and the collection charges, if any, in respect of all such cheques will have to be borne by the Borrower and the interest on Loan will begin to accrue in favour of DCB Bank as communicated by DCB Bank to the Borrower irrespective of the time taken for transit / collection / realisation of the cheque by the Borrower or his bank.

### 2.7 **Amortisation**

- (a) Subject to Clause 2.2, the Borrower will amortise the Loan as stipulated in the Schedule herein below, subject to any other changes in such amortisation as communicated at any later point in time by DCB Bank in writing to the Borrower. In the event of delay or advancement of disbursement for any reason whatsoever, the date of commencement of the EMI shall remain as communicated by DCB Bank to the Borrower.
- (b) In addition to (a) above, the Borrower shall pay to DCB Bank, PEMII every month, if applicable. The Borrower shall also make payment apart from PEMII and EMI as may be required by DCB Bank due to any change in the rate of interest and / or any regulatory and / or statutory requirement.
- (c) Notwithstanding what is stated in Clause 2.6 (a) above and in the Schedule, DCB Bank shall, unless specifically provided in terms of this Agreement, have the right, in the event of default in terms of Clause 7 herein, to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof in such manner and to such extent as DCB Bank shall at its sole discretion decide. In such event/s the Borrower shall repay the Loan or the outstanding amount thereof as per the revised Schedule as shall be determined by DCB Bank in its sole discretion and communicated to the Borrower by DCB Bank in writing.
- (d) DCB Bank shall have the right to require the Borrower to furnish such information / documents concerning his employment, trade, business or profession at any time and the Borrower shall furnish such information / documents immediately.

### 2.8 **Delay in payment of EMI etc.**

- (a) No notice, reminder or intimation shall be given to the Borrower regarding his / her / their obligation and responsibility to ensure prompt and regular payment of interest, PEMII, Equated Monthly Installment (EMI) and / or the Insurance Premium under the MRTA policy and all other amounts payable by the Borrower to DCB Bank on the respective due dates.
- (b) The delay in payment of EMI or PEMII shall render the Borrower liable to pay additional interest as specified in the Schedule to this Agreement or at such higher rate as per the rules of DCB Bank in this regard as in force from time to time and communicated to the Borrower by DCB Bank in writing. In such event, the Borrower shall also be liable to pay incidental charges and costs to DCB Bank as shall be communicated by DCB Bank.

### 2.9 **Pre payment**

DCB Bank may, in its sole discretion and on such terms as to prepayment charges, minimum prepayment amount, etc., as it may prescribe, permit prepayment / acceleration in payment of EMIs at the request of the Borrower, subject that DCB Bank may specify, from time to time, the minimum amount of prepayment / amount payable on account of acceleration of EMIs. In the event DCB Bank permits any prepayment / acceleration, the repayment schedule for the Loan shall be amended / altered by DCB Bank for giving effect to such prepayment / acceleration, and such amended / altered repayment schedule shall be binding upon the Borrower. Part prepayments made during the month, if any will be adjusted towards principal only on the next cycle due date of EMI.

### 2.10 **Terminal Dates for Disbursement**

Notwithstanding anything contrary to this Agreement DCB Bank shall be entitled to suspend or cancel further disbursements of the Loan; if the Loan shall not have been fully drawn within thirty-six (36) months from the date of 1st disbursement of Loan.

- For the loans provided to plot purchase and construction of house on that plot, maximum six (6) months of time from the date of 1st disbursement of Loan towards plot purchase is allowed to commence the construction work on the plot with necessary approvals from the competent authorities and thirty-six (36) months' time from the date of 1st disbursement of Loan is allowed to complete the construction on the plot.



- DCB Bank reserves the right to convert Home Loan to Business Loan with prevailing rate of interest of Business Loan or penalty of increase in ROI or both, or any other appropriate action may be taken; if in the event borrower fails to commence the construction work within six (6) months from 1st disbursement date of Loan and/or to complete the construction within thirty six (36) months from 1st disbursement date of Loan.

**2.11 Alteration and Re-Scheduling of Equated Monthly Installments (EMI)**

If the Loan is not totally drawn by the Borrower within a period of Thirty Six (36) months from the date of letter of offer the EMI may be altered and re-scheduled in such manner and to such extent as DCB Bank may, in its sole discretion, decide and the repayment will be made as per the said alteration and re-scheduling notwithstanding anything stated in Clause 2.6 and the Schedule.

**2.12 Liability of the Borrower to be joint and several**

The liability of the Borrower to repay the Loan together with interest, charges, etc. and to observe the terms and conditions of this Agreement/and any other Agreement/s, document/s that may have been or may be executed by the Borrower with DCB Bank in respect of this Loan or any other loan or loans is joint and several.

- 2.13** Upon the Borrower opting for any scheme or accepting any offer from his employer providing for any benefit for resigning or retiring from the employment prior to superannuation, or upon the employer terminating his employment for any reason whatsoever or upon the Borrower resigning or retiring from the service of the employer for any reason whatsoever, then notwithstanding anything to the contrary contained in this Agreement or any letter or document, the entire outstanding principal amount of the Loan as well as any outstanding interest and other dues thereon shall be payable by the Borrower to DCB Bank 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 DCB Bank in full, the unpaid amount remaining due to DCB Bank shall be paid by the Borrower in such manner as DCB Bank may in its sole discretion decide and the payment will be made by the Borrower accordingly notwithstanding anything stated in Clause 2.6 and the Schedule. The Borrower hereby irrevocably authorises DCB Bank to communicate with and receive the said amounts from his employer directly.

**CLAUSE 3 : SECURITY**

- 3.1** Security for the Loan: The Borrower shall create security (including but not limited to in the form of the Property), alternate security and / or additional security and / or guarantee/s as shall be required and / or considered appropriate by DCB Bank in favour of DCB Bank in such manner and form and at such time as DCB Bank shall at its sole discretion require as a security for repayment / payment of all the dues by the Borrower under this Agreement or otherwise in relation to the Loan including principal amounts, interest, equated monthly installment, additional interest, costs, service charges, and all other amounts due.
- 3.2 The Borrower shall comply with the following:**
- (a) To give a declaration to the effect that the Borrower has a clear and marketable title to the Property to be offered as security free from reasonable doubts and encumbrances, and that the Borrower indemnifies and keeps DCB Bank saved and harmless against any risk whatsoever.
- (b) To execute any such Agreement/s, document/s, undertaking/s that may be required now or hereafter at any time during the pendency of this Loan and / or any other loan or loans granted by DCB Bank hereafter.
- 3.3** DCB Bank reserves the right to assign / sell / securitise the assets (including but not limited to the Property) with or without security, if any, in any manner of all right, title and interest of the Borrower which the DCB Bank deems appropriate and the Borrower hereby expressly agrees that in that event, DCB Bank is not required to obtain any permission or put the Borrower to any notice.
- 3.4** The Borrower agrees that in the event of repayment of the Loan and other amounts due under this Agreement but there being any outstanding under any other loan / overdrafts / other financial facility availed of by the Borrower from DCB Bank, then, in such event, the Borrower undertakes to extend such security created in terms of Clause 3.1 under this Agreement to cover such outstanding loan facility and DCB Bank shall not be obliged to release the said security (including but not limited to the Property) for any such loan facility availed of by the Borrower from DCB Bank. The Borrower further agrees that in the event of any outstanding amount due under this Agreement, but there being full repayment of loan and other amounts due under any other secured/unsecured loan / overdrafts / other financial facility availed of by the Borrower, from DCB Bank, then in such event, the Borrower undertakes to extend such security to cover the outstanding amounts due under this Agreement and DCB Bank shall not be obliged to release the security created by the Borrower.

**CLAUSE 4 : CONDITIONS PRECEDENT TO DISBURSEMENT OF THE LOAN**

- 4.1 (a) Utilisation of the Borrower's Contribution**  
The Borrower assures DCB Bank that he has, prior to receiving the disbursement of the Loan on this day as aforesaid utilised his own contribution in full or in part as the case may be i.e., the cost of the Property less DCB Bank's Loan.
- (b) Title**  
The Borrower assures DCB Bank that he has absolute, clear and marketable title to the Property and that the Property is absolutely unencumbered and free from any liability whatsoever.
- 4.2 Other Conditions for Disbursement**  
The obligation of DCB Bank to make any disbursements under this Agreement shall also be subject to the conditions that:
- (a) Non-existence of Event of Default**  
No event of default as defined in Clause 7 shall have happened.
- (b) Evidence for utilisation of Disbursement**  
DCB Bank should be satisfied at the time of request for a disbursement that the same is required immediately by the Borrower for the purpose of purchase / construction / extension / alteration of the Property and / or payment of premium towards the MRTA policy as the case may be and the Borrower shall procure evidence satisfactory to DCB Bank of the proposed utilisation of the proceeds of the disbursement of the Loan.
- (c) Extraordinary Circumstances**  
No extraordinary or other circumstances shall have occurred which shall make it improbable for the Borrower to fulfill his obligations under this Agreement.
- (d) Utilisation of prior Disbursement**  
The Borrower shall have satisfied DCB Bank about the utilisation of the proceeds of any prior disbursements.



- (e) **Pending Legal Proceedings**  
The Borrower shall have furnished a declaration to the effect that there is no action, suit, proceedings or investigation pending or to the knowledge of the Borrower threatened by or against the Borrower before any Court of Law or Government authority or or regulatory / statutory authority any other competent authority which might have a material effect on the financial and other affairs of the Borrower or which might put into question the validity or performance of this Agreement or any of its terms and conditions.
- (f) The Borrower declares that neither the Borrower nor its Directors / Partners is a director or specified near relative of a director of a banking company or specified near relative of any Senior Officer of DCB Bank.
- (g) The Borrower declares that no such Senior Officer and no relative of such Senior Officer of DCB Bank holds "Substantial Interest" as defined in section 5 (ne) of the Banking Regulation Act, 1949 in the Borrower's undertaking nor is any such relative a guarantor of such Borrower's undertaking.

## **CLAUSE 5 : COVENANTS**

### **5.1 Particular Affirmative Covenants**

- (a) **Utilisation of the Loan**  
The Borrower shall utilise the entire Loan for the purchase / construction / extension / alteration of the Property and / or payment of premium towards the MRTA policy as indicated by him in the Loan Application and for no other purpose whatsoever.
- (b) **Purchase / Construction**  
The Borrower covenants that he shall complete the purchase / construction as indicated by him in his Loan Application or otherwise and obtain and produce to DCB Bank a proof of proper completion certificate issued by the concerned Municipal Corporation or Municipality and / or the purchase documents as the case may be.
- (c) **Notify causes of delay**  
The Borrower shall promptly notify any event or circumstances, which might operate as a cause of delay in the commencement or completion of the construction / purchase of the Property.
- (d) **Maintenance of the Property**  
The Borrower shall maintain the Property in good order and condition and will make all necessary additions and improvements thereto during the pendency of the Loan.
- (e) **To notify change in employment etc.**  
The Borrower shall notify any change in his employment, business or profession within fifteen (15) days from the date of the said change.
- (f) **Compliance with rules etc. and payment of maintenance charges etc.**  
The Borrower shall duly and punctually comply with all the terms and conditions for holding the Property and all the rules, regulations, bye-laws etc. of the concerned cooperative society, association, limited company or any other competent authority, and pay such maintenance and other charges for the upkeep of the Property as also any other dues etc. as may be payable in respect of the Property or the use thereof.
- (g) **Insurance**  
The Borrower shall ensure that the Property is duly insured against fire, earthquake, flood, storm, tempest or typhoon and all other natural calamities and acts of God for a value as shall be required by DCB Bank, with DCB Bank being made the sole beneficiary ("loss payee") under the policy. In addition to the above-said insurance, if the Borrower takes a MRTA life term insurance, which compensates the Borrower for the outstanding amount of the Loan only in the event of his / her death, both the above-said insurance policies shall be assigned ("loss payee") to DCB Bank. The Borrower shall be solely responsible for renewal of the said insurance policies as and when it becomes due for payment of premium and renewal. Also in the event of claims, if any, the Borrower and / or joint Borrower/s shall comply with all necessary formalities and liaise directly with the Insurance Company.
- (h) **Loss / Damage to the Property**  
The Borrower shall promptly inform DCB Bank of any material loss / damage to the Property that may be caused to it for any reason whatsoever.

### **5.2 Notify additions, alterations**

The Borrower shall notify and furnish details of any additions to or alterations in the Property or the user of the Property, which might be proposed to be made during the pendency of the Loan.

### **5.3 DCB Bank's Right to Inspect**

The Borrower agrees that DCB Bank or any person authorised by it shall have free access to the Property for the purpose of inspection / supervising and inspecting the progress of construction and the accounts of construction to ensure proper utilisation of the Loan. The borrower further agrees that DCB Bank shall have free access to the Property for the purpose of inspection at any time during the pendency of the Loan.

### **5.4 Negative covenants**

The Borrower further covenants with DCB Bank that unless, DCB Bank shall give prior approval in writing, the Borrower shall not:

- (a) Possession: Let out or give on lease or license or otherwise, howsoever part with the possession of the Property or any part thereof.
- (b) Alienation: Sell, mortgage, lease, surrender or otherwise, howsoever alienate, encumber or create any third party interest in the Property or any part thereof.
- (c) Agreements and Arrangements: Enter into any agreement or arrangement with any person, institution or local or Government body for the use, occupation or disposal of the Property or any part thereof, during the pendency of the Loan.
- (d) Change use of the Property: If the Property is used for any purpose other than residential purpose, in addition to any other action, which DCB Bank might take, DCB Bank, shall be entitled to charge, in its sole discretion, such higher rate of interest as it might fix in the circumstances of the case.
- (e) Merger: Amalgamate or merge the Property with any other adjacent property nor shall he create any right of way or any other easement on the Property.
- (f) Surety or Guarantee: Stand surety for anybody or guarantee the repayment of any Loan or overdraft or the purchase price of any asset.



## 5.5 Appropriation of Payments

Unless otherwise agreed to by DCB Bank, any payment due and payable under this Agreement and made by the Borrower and / or Loan prepaid by the Borrower shall be appropriated towards such dues in the order, namely:

- (a) Costs, charges, expenses, incidental charges and other monies that may have been expended by DCB Bank in connection with recovery.
- (b) Prepayment charges and fees.
- (c) Installment in arrears - Interest overdues.
- (d) Installment in arrears - Principle overdues.
- (e) Additional interest and / or liquidated damages on defaulted amounts.
- (f) Principal portion of the Loan.

## 5.6 Change in address

The Borrower shall inform DCB Bank forthwith in writing as regards any change in his address for service of notice.

## CLAUSE 6 : BORROWER'S WARRANTIES

6.1 The Borrower hereby warrants and undertakes to DCB Bank as follows:

### (a) Confirmation of the Loan Application

The Borrower confirms the accuracy of the information given in his Loan Application made to DCB Bank and any prior or subsequent information or explanation given to DCB Bank in this behalf.

### (b) Disclosure of material changes

That subsequent to the Loan Application there has been no material change which would affect the purchase / construction of the Property or the grant of the Loan as proposed in the Loan Application.

### (c) Charges and encumbrances

That there are no mortgages, charges, lispendens or liens or other encumbrances or any rights of way, light or water or other easements or right of support on the whole or any part of the Property.

### (d) Litigation

That the Borrower is not a party to any litigation of a material character and that the Borrower is not aware of any facts likely to give rise to such litigation or to material claims against the Borrower.

### (e) Disclosure of defects in the Property

That the Borrower is not aware of any documents, judgement or legal process or other charges of any latent or patent defect affecting the title of the Property or of any material defect in the Property or its title, which has remained, undisclosed and / or which may affect DCB Bank prejudicially.

### (f) Public schemes affecting the Borrower's property

That the Borrower's Property is not included in or affected by any of the schemes of Central / State Government or of the improvement trust or any other public body or local authority or by any alignment, widening or construction of road under any scheme of the Central / State Government or of any Corporation, Municipal Committee, Gram Panchayat, etc.

### (g) Infringement of local laws

That no suit is pending in the Municipal Magistrate's Court or any other Court of Law in respect of the Property specified in the Schedule hereunder nor has the Borrower been served with any Notice for infringing the provisions of the Municipal Act or any Act relating to local bodies or Gram Panchayats or Local authorities or with any other process under any of these Acts.

### (h) Disclosure of facts

That the Borrower has disclosed all facts relating to his Property to DCB Bank and has made available to them all the title deeds in his possession.

### (i) Due payments of Public and other demands

That the Borrower has paid all public demands such as Income Tax and all the other taxes and revenues payable to the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.

(j) The Borrower shall keep himself acquainted with the rules of DCB Bank with regard to the Loan availed, in force from time to time.

(k) The Borrower undertakes to pay, forthwith on demand to DCB Bank all costs and expenses (including legal costs) on a full indemnity basis incurred and / or to be incurred by DCB Bank for investigation of title to the Property offered as security and for the preparation, execution, preservation, performance, enforcement and realisation of the Loan. All the excess stamp duty borne by DCB Bank on behalf of the Borrower shall be promptly paid by the Borrower to DCB Bank.

## 6.2 Instructions under Reserve Bank of India's National Automated Clearing House / Standing Instructions with DCB Bank

(a) In the event, the Borrower has delivered to their bankers mentioned in the Schedule hereto ("Borrower's Bank") irrevocable instructions under the Reserve Bank of India's ("RBI's") National Automated Clearing House ("NACH") guidelines or a Standing Instruction to periodically debit the Borrower's account mentioned in the Schedule hereto ("Borrower's Account") with the amount of the PEMIs / EMIs and transfer the same to the Borrower's Loan account with DCB Bank so as to ensure that all the PEMIs / EMIs are paid to DCB Bank in accordance with the repayment clause in the Schedule hereto. Save and except with the prior written consent of DCB Bank, the Borrower shall not, under any circumstances, revoke or alter the aforesaid instructions or do or omit to do anything which may result in the Borrower's Bank not transferring the amounts of the PEMIs / EMIs to DCB Bank when due. The Borrower shall at all times maintain a balance in the Borrower's Account sufficient to enable the transfer of the PEMIs / EMIs on the concerned due dates. The failure of the Borrower's Bank for any reason to so transfer the amount of any PEMIs / EMIs to DCB Bank will not in any manner absolve the Borrower from his liability to repay the PEMIs / EMIs or any other sum and shall tantamount to a failure by the Borrower to pay the PEMIs / EMIs. The Borrower shall provide to DCB Bank a confirmation (in a format acceptable to DCB Bank) of the Borrower's Bank's acceptance of the above instructions prior to the disbursal of the Loan and whenever required by DCB Bank.

(b) In the event the Borrower has given NACH Instruction or Standing Instruction in terms of Clause 6.2 (a) hereinabove with the execution of this Agreement the Borrower shall deliver to DCB Bank undated security cheques as shall be required by DCB Bank drawn in favour of DCB Bank. The Borrower hereby authorises DCB Bank and appoints DCB

Bank as the Borrower's agent, to at any time fill the dates and amounts in the above cheque/s wherein said amount does not exceed the sanction loan amount. DCB Bank shall be entitled to fill in the security cheques with the amount of one or more PEMIs/ EMLs or any other amount not exceeding the amount payable by the Borrower to DCB Bank at that time. The Borrower agrees that the aforesaid security cheques have been drawn and / or shall be deemed to have been drawn by the Borrower to discharge the Borrower's debit or liability to DCB Bank. The Borrower agrees and acknowledges that in the event of dishonour of all or any of the aforesaid security cheques for any reason whatsoever, without prejudice to DCB Bank's other rights, DCB Bank shall be entitled to take criminal proceedings against the Borrower including but not limited to as envisaged in Section 138 of the Negotiable Instruments Act, 1881. The Borrower agrees to forthwith replace the cheques / issue fresh cheques if required by DCB Bank.

#### **CLAUSE 7 : REMEDIES OF DCB BANK**

If one or more of the events specified in this Clause (hereinafter called 'events of default') shall have happened, then, DCB Bank by a written notice to the Borrower may declare the principal, all accrued interest and all the amounts payable by the Borrower become payable forthwith by the Borrower to DCB Bank on demand under or in terms of this Agreement and / or any other Agreements, documents subsisting between the Borrower and DCB Bank, as well as all other charges and dues to be due and upon such declaration the same shall become due and payable forthwith and the security created in favour of DCB Bank for the Loan shall become enforceable, notwithstanding anything to the contrary in this Agreement or any other Agreement/s or document/s.

##### **7.1 Events of Default**

###### **(a) Payment of Dues**

Default shall have occurred in payment of EMLs and / or PEMIs and in payment of any other amounts due and payable to DCB Bank in terms of this Agreement and / or in terms of any other Agreement/s, document/s that may be subsisting or that may be executed between the Borrower and DCB Bank hereafter.

###### **(b) Performance of Covenants**

Default shall have occurred in the performance of any other covenants, conditions or agreements on the part of the Borrower under this Agreement or any other agreement/s / document/s between the Borrower and DCB Bank in respect of this loan and for any other loan and such default shall have continued over a period of thirty (30) days after notice thereof shall have been given to the borrower by DCB Bank.

###### **(c) Supply of Misleading Information**

Any information given by the Borrower in his Loan Application to DCB Bank for financial assistance is found to be misleading or incorrect in any material respect or any warranty referred to in Clause 6 is found to be incorrect.

###### **(d) Inability to pay debts**

If there is reasonable apprehension that the Borrower is unable to pay his debts or proceedings for taking him into insolvency have been commenced.

###### **(e) Depreciation of Security**

If the Property given as security depreciates in value to such extent that in the opinion of DCB Bank further security to the satisfaction of DCB Bank should be given and such security is not given, inspite of being called upon to do so.

###### **(f) Sale or disposal of the Property**

If the Borrower's Property, which is given as security for the Loan, is sold, disposed off, charged, encumbered or alienated.

###### **(g) Attachment or Distraint on the Property**

If an attachment or distraint is levied on the Property or any part thereof and / or certificate proceedings are taken or commenced for recovery of any dues from the Borrower.

###### **(h) Failure to furnish information / documents**

If the Borrower fails to furnish information / documents as required by DCB Bank under the provisions of Clause 2.6 (d).

###### **(i) Failure to create security**

If the Borrower fails to create security as provided under Clause 3.1.

###### **(j) Cancellation or non-assignment of MRTA policy**

If the MRTA policy is cancelled by the Insurance Company and / or if the Borrower does not assign the MRTA policy in favour of DCB Bank.

###### **(k) If any declaration made by the Borrower is found to be false at any time.**

##### **7.2 Bankruptcy or Insolvency**

If the Borrower shall become bankrupt or insolvent, the principal of and all accrued interest on the Loan and any other dues shall thereupon become due and payable forthwith, anything in this Agreement to the contrary notwithstanding.

##### **7.3 Notice to DCB Bank on the happening of an Event of Default**

If any event of default or any event which, after the notice or lapse of time or both would constitute an event of default shall have happened, the Borrower shall forthwith give DCB Bank notice thereof in writing specifying such event of default, or such event.

##### **7.4 Expenses of Preservation of Assets of the Borrower and of Collection**

All reasonable costs incurred by DCB Bank after an event of default has occurred in connection with:

- (i) Preservation of the Borrower's assets (whether now or hereafter existing) or
- (ii) Collection of amounts due under this Agreement may be charged to the Borrower and reimbursed, as DCB Bank shall specify.

##### **7.5 Issue of certificates**

DCB Bank may issue any certificate as regards payment of any amounts paid by the Borrower to DCB Bank in terms of this Agreement only if the Borrower has paid all amounts due under the Agreement to DCB Bank and the Borrower has complied with all the terms of this Agreement.

##### **7.6 Communication with third party etc.**

In the event of default DCB Bank shall be entitled to communicate, in any manner it may deem fit, to or with any person or persons with a view to receiving assistance of such person or persons in recovering the defaulted amounts. Also, officers / representatives of DCB Bank shall be entitled to visit the Property and / or any place of work / residence of the Borrower.

##### **7.7**

Without prejudice to the other rights of DCB Bank, DCB Bank shall have a paramount charge, lien and right of set off on all monies, securities, deposits and other assets and properties belonging to the Borrower/s or standing to the Borrower's/s credit (whether singly or jointly with any other person/s) in any account whatsoever with any branch of DCB Bank for any purpose whatsoever and shall be entitled to appropriate the same for the settlement of any amount due and unpaid in terms of this Agreement.





- 7.8 That the Borrower/s also authorise/s DCB Bank to, for and on behalf of the Borrower/s, instruct the Borrower's/s employer as informed by the Borrower/s to DCB Bank, to debit any amounts due and unpaid by the Borrower/s to DCB Bank under this Agreement from any amount including salary / remuneration / compensation payable by such employer to the Borrower/s. The Borrower/s agrees that a certificate issued by DCB Bank to such employer shall be conclusive evidence of the amount due and payable by the Borrower/s and such employer is hereby irrevocably and unconditionally authorised to pay the amount to DCB Bank without reference to the Borrower/s.
- 7.9 In addition to the aforesaid provisions, the Borrower hereby agree as a precondition of the Loan given to the Borrower by DCB Bank that in case they or any of them commits any breach of this Agreement or any event of default, DCB Bank and/or the Reserve Bank of India (RBI) and/or such other agency/ies authorised by them without prejudice to their other rights will have an unqualified and absolute right to disclose or publish the Borrower/s name and the name of Borrower's Company/firm/unit and its directors / partners / proprietor / trustees / karta / coparceners / members along with the photographs of the respective person/s as defaulter/s with other relevant details like address, job details as deemed fit and appropriate by DCB Bank and/or RBI and/or such other agency/ies authorised by them in such manner and through such media whether electronic or print as DCB Bank and/or RBI and/or such other agency/ies authorised by them in their absolute discretion may think fit. The Borrower also further agree that such publication made by DCB Bank and/or RBI and/or such other agency/ies authorised by them will not be challenged by the Borrower on any ground whatsoever nor shall DCB Bank or RBI or such other Agency/ies authorised by them be held liable and responsible for costs, damages or any other claim because of such publication of the Borrower photograph(s) and other details published as stated hereinabove.

#### **CLAUSE 8 : WAIVER**

##### **8.1 Waiver not to impair the Rights of DCB Bank**

No delay in exercising or omission to exercise, any right, power or remedy accruing to DCB Bank upon any default under this Agreement, mortgage deed or any other agreement/s or document/s shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, affect or impair any right, power or remedy of DCB Bank in respect of any other default.

#### **CLAUSE 9 : EFFECTIVE DATE OF AGREEMENT**

##### **9.1 Agreement to become Effective from the Date of Execution**

This Agreement shall have become binding on the Borrower and DCB Bank on and from the date of execution hereof. It shall be in force till all the monies due and payable to DCB Bank under this Agreement as well as all other Agreement/s document/s that may be subsisting / executed between the Borrower and DCB Bank are fully paid.

#### **CLAUSE 10 : BALANCE TRANSFER**

- 10.1 The Borrower / Owner / Guarantor authorised DCB Bank to collect the original title documents & other securities from transferring bank/ financial institution on behalf of the Borrower / Owner / Guarantor.
- 10.2 In addition to aforesaid authority provided to DCB Bank by the Borrower / Owner / Guarantor, the Borrower shall within 90 (ninety) days from the date of disbursement of the said facilities get the original title documents and other securities from transferring bank / financial institution & forthwith submit the same with DCB Bank. Failure on the Borrower's/ Owner's/ Guarantor's part to comply the same within aforesaid stipulated period, DCB Bank reserves the right to debit the Borrower's Loan Account with DCB Bank & pay to the transferring bank / financial institution as additional amount towards fore closure charges, penal charges, overdrawing, additional loan availed, etc. in the Borrower's / Owner's / Guarantor's account with them, on the Borrower's behalf & to take custody of the original title documents & other securities from the transferring bank/ financial institution.
- 10.3 The Borrower shall forthwith furnish "No Dues" certificate upon clearance of the entire outstanding with transferring bank/ financial institution.
- 10.4 The Borrower shall at its own cost satisfy the charge of the transferring bank/ financial institution with the (ROC)Registrar of Companies / CERSAI (Central Registry of Securitisation Asset Reconstruction and Security Interest of India) within the stipulated period as per law.
- 10.5 If it is come to the notice of DCB Bank that the Borrower / Owner / Guarantor have reutilized & / or diverted the credit Facilities granted by the transferring bank / financial institution, DCB Bank reserves the right to initiate appropriate criminal & /or civil proceedings against the Borrower / Owner / Guarantor.

#### **CLAUSE 11 : ARBITRATION**

- a) If any dispute / difference arises between DCB Bank and the Borrower hereto during the subsistence of the Agreement or thereafter, in connection with any provision of the Agreement or regarding a question including but not limited to the questions whether the termination of the Agreement has been legitimate, DCB Bank and the Borrower shall first endeavour to settle such dispute / difference amicably.
- b) In the case of failure by DCB Bank and the Borrower to resolve the dispute / difference in the manner set out above within 30 (thirty) days from the date when the dispute / difference arose, the dispute / difference may be referred to arbitration of a sole arbitrator to be appointed by DCB Bank.
- c) The place of arbitration shall be the place (of applicable Jurisdiction / Courts) IN WITNESS WHEREOF the parties have executed this Agreement and any award whether interim or final, shall be made, and shall be deemed for all purposes between DCB Bank and the Borrower to be made at such place. The award including the interim award/s of the arbitrator shall be final and binding upon the parties concerned.
- d) The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996, as amended from time to time.
- e) The proceedings of arbitration shall be held in English language.

#### **CLAUSE 12 : MISCELLANEOUS**

##### **12.1 Place and Mode of Payment by the Borrower**

All monies due and payable by the Borrower to DCB Bank under or in terms of this Agreement shall be paid at the Registered Office or the concerned regional / branch office of DCB Bank by cheque or bankdraft, drawn in favour of DCB Bank on a scheduled bank in the town or city where such registered office / branch / regional office is situated or in any other manner as may be approved by DCB Bank and shall be so paid as to enable DCB Bank to realise the amount sought to be paid on or before the due date to which the payment relates. Credit for all payments by cheque / bankdraft drawn will be given only on realisation thereof by DCB Bank.

##### **12.2 Inspection, Assignment etc.**

- (a) The Borrower shall permit inspection of all books of accounts and other records maintained by him in respect of the Loan, to officers / representatives of DCB Bank. The Borrower shall also permit similar inspection by officers / representatives of such other companies, banks, institutions or bodies as DCB Bank may approve and intimate the Borrower.



- (b) DCB Bank shall be entitled to sell, assign, securitise or transfer DCB Bank's right and obligations under this Agreement and any other security in favour of DCB Bank (including all guarantee/s) to any person of DCB Bank's choice in whole or in part and on such terms and conditions as DCB Bank shall decide. Any such sale, assignment, securitisation or transfer shall conclusively bind the Borrower and all other related persons.
- (c) DCB Bank shall have the authority to make available any information contained in the Loan Application and/or any document or paper or statement submitted to DCB Bank by or on behalf of the Borrower and/or pertaining or relating to the Borrower and/or to the Loan including as to its repayment conduct, to any rating or other agency or institution or body or statutory / regulatory authority as DCB Bank in its sole discretion may deem fit. DCB Bank shall also have the authority to seek and/or receive any information as it may deem fit in connection with the Loan and / or the Borrower from any source or person or entity to whom the borrower hereby authorises to furnish such information.

### 12.3 Service of Notice

Any notice or request required or permitted to be given or made under this Agreement to DCB Bank or to the Borrower shall be given in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail or telegram to the party to which it is required or permitted to be given or made at such party's address specified below or at such other address as such party shall have designated by Notice to the party giving such notice or making such request:

DCB Bank Limited

P.O. Box No. 7643, Malad (West), Mumbai - 400064

For the Borrower: The residential address stated in the Schedule or the Property address described in the Application form / Schedule / Latest address as updated on our system.

### 12.4 The borrower agrees / confirms as follows:

- (a) Upon repayment of the Loan and other amounts due under this Agreement and any outstanding under any other loan / overdrafts / other financial facility availed of by the Borrower from DCB Bank, DCB Bank shall release the security furnished by the Borrower with respect to the Loan, to the Borrower, notwithstanding any contrary advise / intimation from either / any of the Borrowers at a later date.
- (b) To keep alive the Insurance Policy / Policies assigned in favour of DCB Bank by paying on time the premium as they fall due and produce the receipts to DCB Bank whenever required;
- (c) DCB Bank shall have the right to receive and adjust any payment that it may receive in connection with any insurance policy / policies against the Loan and alter the amortisation schedule in any manner as it may deem fit notwithstanding anything to the contrary contained in this Agreement or any other agreement / document or paper;
- (d) That the Borrower has scrutinised and is satisfied with the building plan, commencement certificate and all the requisite permissions pertaining to the Property and that the construction is as per the approved plan and of a satisfactory quality.
- (e) That the terms and conditions and all the covenants and details of the Schedule hereunder shall be read and construed as part and parcel of these presents.
- (f) That in the absence of any manifest error, DCB Bank's records (including, without limitation, account balances, transaction details / facility limits) shall be conclusive proof of the matters to which the Borrower relates and the Borrower shall honour all obligations to the satisfaction of DCB Bank.
- (g) DCB Bank shall be entitled to, at its sole discretion, at any time and from time to time, under intimation to the Borrower, amend the terms and conditions of this Agreement and all such amendments shall be conclusive and binding on the Borrower.
- (h) This Loan facility is available solely for the purpose for which it has been sanctioned and if, in the opinion of DCB Bank, this condition is being or has been violated, the right is reserved to demand repayment and to withdraw the Loan facility, notwithstanding any covenant to the contrary in the relative security documents executed. Usage of these funds for stock market transactions is strictly prohibited.

### 12.5 Regulatory declarations

The Borrower hereby declares to DCB Bank as follows:

- a) Where the Borrower is an individual/proprietor(s), none of the Directors of DCB Bank or their Relatives is his/her business partner or guarantor; (ii) where the Borrower is a partnership firm, none of the Directors of DCB Bank or their Relatives is interested in the firm as partner, manager, employee or guarantor; and (iii) where the Borrower is a company or a corporation, none of the Directors of DCB Bank or their Relatives is interested in the company / corporation or in its subsidiary or holding company as director, managing agent, manager, employee or guarantor or holder of Substantial interest;
- b) Where the Borrower is an individual/proprietor(s), he/she is not a Director or Relative of a Director of other banks; (ii) where the Borrower is a partnership firm, no Director or Relative of a Director of other banks is interested in the firm as partner or guarantor; and (iii) where the Borrower is a company or a corporation, no Director or Relative of a Director of other banks is interested in the company / corporation as director or guarantor or holder of Substantial interest.
- c) (i) Where the Borrower is an individual/proprietor(s), he/she is not a Relative of any Specified Senior Officer of DCB Bank; (ii) where the Borrower is a partnership firm, none of the partners is a Relative of any Specified Senior Officer of DCB Bank and none of the Specified Senior Officer of DCB Bank or its Relatives is interested in the firm as partner or guarantor or holder of Substantial interest; and (iii) where the Borrower is a company or a corporation, none of its directors, is a Relative of any Specified Senior Officer of DCB Bank and none Specified Senior Officer of DCB Bank or Relatives, is interested in the company as director or guarantor or holder of Substantial interest.
- d) In case, if the confirmations given under this clause of regulatory declaration are negative and are not true, then the Borrower shall provide a written declaration with details of such relationship to DCB Bank. If the details of such declaration change during the term of any Facility/ies or any part thereof then, the Borrower shall promptly provide a written declaration to DCB Bank of any such change.
- e) The Borrower or the directors / promoters / guarantors / associate concerns / partners / coparceners (as the case may be) of the Borrower are not:
  - i. On the Export Credit Guarantee Corporation's (ECGC's) specified approval list; or Convicted under the provisions of Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 or FEMA; or



- ii. On RBI's defaulters / caution list; or
- iii. On DCB Bank's defaulter list.
- f) Wherever used in this clause the following terms have the following meanings:
  - i. "Directors of DCB Bank" shall mean and include the Managing Director-cum-Chief Executive Officer (CEO), the top most officers of Business and Credit (presently the business head and credit head).
  - ii. "Director of other banks" shall mean and include (apart from directors of commercial banks) directors of scheduled co-operative banks, directors of subsidiaries/ trustees of mutual funds / venture capital funds.
  - iii. "Relative" means spouse, father, mother (including step-mother), son (including step-son), son's wife, daughter (including step-daughter), daughter's husband, brother (including step-brother), brother's wife, sister (including step-sister), sister's husband, brother (including step-brother) of the spouse, sister (including step-sister) of the spouse.
  - iv. "Specified Senior Officer" shall mean and include the top most senior officer (presently the business head and credit head) and his/her immediate next lower level officer in credit and business functions of DCB Bank.
  - v. "Substantial interest" shall have the same meaning assigned to it in Section 5 (ne) of the Banking Regulation Act, 1949.

12.6 **KYC Documents**

The Borrower agrees to provide to DCB Bank such further documents as may be required by DCB Bank from time to time to comply with the Know Your Customer (KYC) requirements of the Reserve Bank of India and DCB Bank. DCB Bank reserves the right to recall the Loan facility, enforce security and guarantees, if any and appropriate proceeds thereof towards the outstanding dues and recover the balance from the Borrower, if any or close the account in case the so required documents are not provided by the Borrower to DCB Bank.

## SCHEDULE

Place of Loan Agreement: \_\_\_\_\_

Date of Loan Agreement: \_\_\_\_\_ CPA File No.: \_\_\_\_\_  
(DD) (MM) (YYYY)

Address of DCB Bank: \_\_\_\_\_

Name of all the Borrowers: \_\_\_\_\_

Address of the Borrower: \_\_\_\_\_

Email ID: \_\_\_\_\_

### Clause Reference

#### 2.1 (a) Amount of Loan

₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

(b) MRTA Single Premium financing applied for:  Yes  No

Amount of Loan towards MRTA premium financing

₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

#### (c) Total amount of Loan (a+b)

₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

#### 2.2 Interest

Mode of Computation of Interest and Applicable Rate of Interest

Floating Rate of Interest

Applicable floating rate of interest will be \_\_\_\_\_% per annum which is \_\_\_\_\_% (herein referred to as Credit Risk Premium) above the DCB Bank's RBLRHL (Revised Benchmark Linked Rate Home Loan) as applicable on the date of loan.

The floating rate of interest will be linked to the DCB Bank's RBLRHL as applicable on the date of loan. The applicable rate of interest will be subject to revision for time to time based on changes in DCB Bank's RBLRHL / Credit Risk Premium. The Borrower shall be deemed to have notice of changes in DCB Bank's RBLRHL and consequently to changes in applicable rate of interest if such changes are displayed on the notice board of the branch or published in the website of DCB Bank ([www.dccb.com](http://www.dccb.com)) and the Borrower is liable to pay interest at such revised rate from its effective date. The Borrower agrees that such revision in terms shall be at the sole discretion of DCB Bank.

Part Fixed and Part Floating Rate

Interest rate during the first \_\_\_\_\_ year(s) from the date of disbursement will be \_\_\_\_\_% per annum fixed. Interest rate after the completion of \_\_\_\_\_ year(s) will be floating rate of interest. The interest will be charged at \_\_\_\_\_% per annum which is \_\_\_\_\_% (herein referred to as Credit Risk Premium) above the DCB Bank's RBLRHL as applicable then. The applicable rate of interest will be subject to revision from time to time based on changes in DCB Bank's RBLRHL / Credit Risk Premium. The Borrower shall be deemed to have notice of changes in the DCB Bank's RBLRHL and consequently to changes in applicable rate of interest if such changes are displayed on the notice board of the branch or published in the website of the DCB Bank ([www.dccb.com](http://www.dccb.com)) and the Borrower is liable to pay interest at such revised rate from its effective date. The Borrower agrees that such revision in terms shall be at the sole discretion of DCB Bank.

(\*Select any one and delete whichever is not applicable)

(\*\*DCB Bank's RBLRHL is linked to Reserve Bank of India's policy repo rate and is subject to change from time to time as per circular/s, notification/s issued by regulatory authorities and/or government norms.

The credit risk premium component may change when as per bank's assessment there is change in the borrower's credit risk profile due to one or more of the reasons as stated in your accepted sanction letter for this loan by DCB Bank Ltd.)

**2.3 Amortisation**

- (a) Term of repayment \_\_\_\_\_ Months
- (b) Repayment mode - NACH  SI
- (c) Number of Security Cheques provided \_\_\_\_\_
- (d) EMI - ₹ \_\_\_\_\_ for amount of Loan at Fixed Rate of Interest

(This is applicable in the event the Borrower has opted for the Part Fixed and Part Floating rate scheme as above. The EMI for amount of Loan at Fixed rate of interest stated herein is for a period of \_\_\_\_\_ months from the date of first disbursement. At the end of the fixed rate period, the EMI will be calculated based on the applicable Floating rate of interest.)

- (e) EMI - ₹ \_\_\_\_\_ for amount of Loan at Floating rate of interest.
- (f) Date of commencement of EMI \_\_\_\_\_
- (g) Due date of payment of first EMI \_\_\_\_\_

However, in the event of delay or advancement of disbursement, the date of commencement of EMI shall be as already communicated by DCB Bank to the Borrower.

**2.4 Delay in payment of EMI / PEMII**

Applicable Rate of Interest \_\_\_\_\_ % per annum

2.5 Property Address and Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.6 Borrower's Bank details: \_\_\_\_\_  
Borrower's Account details: \_\_\_\_\_

Signed and delivered by the within named DCB Bank Limited

by the hand of Mr. / Mrs. \_\_\_\_\_

Its Authorised Signatory

×

Signed and delivered by  
the within named Borrower



## LOAN AGREEMENT

This Loan Agreement ("Agreement") made at the place and on the date stated in the Schedule attached hereto BETWEEN DCB BANK LIMITED incorporated under the Companies Act, 2013 (CIN: L99999MH1995PLC089008) and deemed to exist within the meaning of Companies Act, 2013, having its Registered Office at 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013 (hereinafter referred to as 'DCB Bank'), which expression shall unless the context otherwise requires, include its successors and assigns on the ONE PART; AND the BORROWER whose name/s and address/es is/are stated in the Schedule (hereinafter referred to as the 'BORROWER'), which expression shall unless the context otherwise requires, include his/her/their heirs, executors, administrators, successors) of the OTHER PART:

### CLAUSE 1 : DEFINITIONS

- 1.1 The following definitions apply throughout this Agreement unless the context otherwise requires
- (a) The term '**Construction**' shall mean and include extension;
  - (b) The expression '**Equated Monthly Instalment**' (EMI) means the amount of monthly payment necessary to amortise the Loan with interest over the period of the Loan;
  - (c) The term '**RBLRHL**' means the RBLRHL (Revised Benchmark Linked Rate Home Loan) as fixed by DCB Bank.
  - (d) The term '**Loan**' means the amount of loan provided for in Clause 2.1 of this Agreement and the Schedule;
  - (e) The term '**Loan Application**' means the application submitted by the Borrower to DCB Bank for availing of the Loan;
  - (f) The expression '**Pre Equated Monthly Instalment Interest**' (**PEMII**) shall mean payment of monthly interest on the Loan amount at the rate referred to in Clause 2.2 from the date and / or respective dates of disbursement to the date immediately prior to the date of commencement of the EMI;
  - (g) The term '**Prepayment**' means premature repayment as per the terms and conditions laid down by DCB Bank in that behalf and in force at the time of prepayment;
  - (h) The term '**Property**' means the immovable property, described in the Schedule to this Agreement, which is owned / jointly owned by the Borrower and which includes:
    - a) In the case of a part of a building, the entire built-up area (and any additions thereto), the proportionate share in the common areas of the building and the proportionate undivided share in the land on which the said building is situated OR
    - b) In the case of an independent structure, the structure and entire plot of land on which the structure is situated
  - (i) The expression '**Rate of Interest**' means the rate of interest as referred to in Clause 2.2 of this Agreement;
  - (j) The term '**Repayment**' means the repayment of the principal amount of Loan, interest thereon, and / or other charges, premium, fees or other dues payable in terms of this Agreement to DCB Bank; and means in particular, amortisation provided for in Clause 2.6 of this Agreement;
  - (k) The term '**Schedule**' means the Schedules to this Agreement written after Clause 12 and which forms an integral part of this Agreement;
  - (l) '**Security Cheque**' means the cheque drawn by the Borrower in favour of DCB Bank with the amount left blank and marked "NOT OVER [the loan amount stated in the Schedule]".
  - (m) '**Insurance Company**' means the insurance company through whom the Borrower applies and takes the MRTA policy;
  - (n) '**MRTA policy**' means Mortgage Redemption Term Assurance (MRTA) policy taken by the Borrower in respect of which DCB Bank, at the request of the Borrower, has disbursed / agreed to disburse the Insurance Premium towards the policy as set out in the Schedule hereto.
- 1.2 The term 'Borrower' wherever the context so requires shall mean and be construed as 'BORROWERS' and the masculine gender wherever the context so requires shall mean and be construed as the feminine gender.
- 1.3 The terms and expressions not herein defined shall where the interpretation and meaning have been assigned to them in terms of the General Clauses Act, 1897, have that interpretation and meaning.
- 1.4 The Borrower hereby gives specific consent to DCB Bank for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with the relevant Regulations / Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the said facilities availed from DCB Bank, from time to time, to any 'Information Utility' ('IU' for brief) as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the financial information submitted by DCB Bank, as and when requested by the IU concerned.

### CLAUSE 2: LOAN, INTEREST, etc.

#### 2.1 Amount of Loan

The Borrower agrees to borrow from DCB Bank and DCB Bank agrees to lend to the Borrower a sum as stated in the Schedule on the terms and conditions herein set forth.

The Borrower agrees that, as specified in the Schedule hereto, part of the Loan shall be disbursed by DCB Bank towards the purchase / construction / extension / alteration of the Property and part of the Loan shall be disbursed to the Insurance Company on behalf of the Borrower towards payment of premium for the Mortgage Redemption Term Assurance (MRTA) policy if applied for by the Borrower and indicated in the Schedule hereto. The Borrower also agrees that in the event the application for the said MRTA policy is not accepted by the Insurance Company, for any reason whatsoever, the Borrower shall have authorised the Insurance Company and DCB Bank shall be entitled to receive on behalf of the Borrower the refund of the premium amount paid and in such an event, the Borrower agrees and authorises DCB Bank to appropriate the refund of the premium towards the part pre-payment of the Loan.

#### 2.2 Interest

- (a) The rate of interest applicable to the Loan as on the date of execution of this Agreement is as stated in the Schedule hereto.  
PROVIDED THAT in the event DCB Bank desires to increase or decrease the rate of interest prior to the disbursement of the full loan, the new rate of interest shall become applicable to the Loan forthwith from the date of such change in the rate of interest.
- (b) The floating rate of interest shall be reviewed by DCB Bank at such intervals as specified in the Schedule and upon such review DCB Bank may at its sole discretion change the interest rate.



- (c) The Borrower shall reimburse or pay to DCB Bank such amount as may have been paid or payable by DCB Bank to the Central or State Government on account of any tax levied on interest (and / or other charges including the PEMII) on the Loan by the Central or State Government. The Borrower shall make the reimbursement or payment as and when called upon to do so by DCB Bank.
- (d) The Borrower understands and agrees that, in the event DCB Bank disburses part of the Loan to Insurance Company on behalf of the Borrower towards payment of premium for the MRTA policy if applied for by the Borrower and indicated in the Schedule hereto, the Borrower is liable to pay interest on such disbursement notwithstanding any request for to cancel the policy and / or refund of the insurance premium by the Borrower as permitted under the terms of the Insurance Policy. Such interest shall be payable by the Borrower until the receipt of refund of insurance premium by DCB Bank and appropriated towards the part pre-payment of the Loan in terms of this Agreement.
- (e) Repricing can have an impact on the approved tenor or EMI or both.

### 2.3 Computation of Interest

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

### 2.4 Payment of other expenses

The Borrower undertakes to pay forthwith on demand to DCB Bank all costs and expense (including legal costs between legal counsel and clients) on a full indemnity basis incurred or to be incurred by DCB Bank for investigation of title to any property offered as security and for the preparation, execution, preservation, performance, enforcement and realisation of the outstanding Loan amount, security documents and other instruments creating and/or evidencing the creation of any security/ies for the Loan as also any other instruments required in connection with the Loan.

### 2.5 Details of Disbursement

The Borrower agrees that, as specified in the Schedule, part of the Loan shall be disbursed by DCB Bank towards the purchase / construction / extension / alteration of the Property and part of the Loan shall be disbursed to the Insurance Company on behalf of the Borrower towards payment of premium for the Mortgage Redemption Term Assurance (MRTA) policy if applied for by the Borrower and indicated in the Schedule hereto. The Borrower agrees that the part of the Loan disbursed by DCB Bank towards the purchase / construction / extension / alteration of the Property shall be disbursed in one lump sum or in suitable installments as shall be decided by DCB Bank with reference to the need or progress of construction (which decision shall be final and binding on the Borrower). The Borrower shall hereby acknowledge the receipt of the Loan disbursed, in the form required by DCB Bank, of each amount so disbursed.

### 2.6 Mode of Disbursement

All payments to be made by DCB Bank to the Borrower under or in terms of this Agreement shall be made by Demand Draft (DD) / Bankers Cheque / NEFT / RTGS / cheque duly crossed and marked 'A/C payee only' and the collection charges, if any, in respect of all such cheques will have to be borne by the Borrower and the interest on Loan will begin to accrue in favour of DCB Bank as communicated by DCB Bank to the Borrower irrespective of the time taken for transit / collection / realisation of the cheque by the Borrower or his bank.

### 2.7 Amortisation

- (a) Subject to Clause 2.2, the Borrower will amortise the Loan as stipulated in the Schedule herein below, subject to any other changes in such amortisation as communicated at any later point in time by DCB Bank in writing to the Borrower. In the event of delay or advancement of disbursement for any reason whatsoever, the date of commencement of the EMI shall remain as communicated by DCB Bank to the Borrower.
- (b) In addition to (a) above, the Borrower shall pay to DCB Bank, PEMII every month, if applicable. The Borrower shall also make payment apart from PEMII and EMI as may be required by DCB Bank due to any change in the rate of interest and / or any regulatory and / or statutory requirement.
- (c) Notwithstanding what is stated in Clause 2.6 (a) above and in the Schedule, DCB Bank shall, unless specifically provided in terms of this Agreement, have the right, in the event of default in terms of Clause 7 herein, to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof in such manner and to such extent as DCB Bank shall at its sole discretion decide. In such event/s the Borrower shall repay the Loan or the outstanding amount thereof as per the revised Schedule as shall be determined by DCB Bank in its sole discretion and communicated to the Borrower by DCB Bank in writing.
- (d) DCB Bank shall have the right to require the Borrower to furnish such information / documents concerning his employment, trade, business or profession at any time and the Borrower shall furnish such information / documents immediately.

### 2.8 Delay in payment of EMI etc.

- (a) No notice, reminder or intimation shall be given to the Borrower regarding his / her / their obligation and responsibility to ensure prompt and regular payment of interest, PEMII, Equated Monthly Installment (EMI) and / or the Insurance Premium under the MRTA policy and all other amounts payable by the Borrower to DCB Bank on the respective due dates.
- (b) The delay in payment of EMI or PEMII shall render the Borrower liable to pay additional interest as specified in the Schedule to this Agreement or at such higher rate as per the rules of DCB Bank in this regard as in force from time to time and communicated to the Borrower by DCB Bank in writing. In such event, the Borrower shall also be liable to pay incidental charges and costs to DCB Bank as shall be communicated by DCB Bank.

### 2.9 Pre payment

DCB Bank may, in its sole discretion and on such terms as to prepayment charges, minimum prepayment amount, etc., as it may prescribe, permit prepayment / acceleration in payment of EMIs at the request of the Borrower, subject that DCB Bank may specify, from time to time, the minimum amount of prepayment / amount payable on account of acceleration of EMIs. In the event DCB Bank permits any prepayment / acceleration, the repayment schedule for the Loan shall be amended / altered by DCB Bank for giving effect to such prepayment / acceleration, and such amended / altered repayment schedule shall be binding upon the Borrower. Part prepayments made during the month, if any will be adjusted towards principal only on the next cycle due date of EMI.

### 2.10 Terminal Dates for Disbursement

Notwithstanding anything contrary to this Agreement DCB Bank shall be entitled to suspend or cancel further disbursements of the Loan; if the Loan shall not have been fully drawn within thirty-six (36) months from the date of 1st disbursement of Loan.

- For the loans provided to plot purchase and construction of house on that plot, maximum six (6) months of time from the





date of 1st disbursement of Loan towards plot purchase is allowed to commence the construction work on the plot with necessary approvals from the competent authorities and thirty-six (36) months' time from the date of 1st disbursement of Loan is allowed to complete the construction on the plot.

- DCB Bank reserves the right to convert Home Loan to Business Loan with prevailing rate of interest of Business Loan or penalty of increase in ROI or both, or any other appropriate action may be taken; if in the event borrower fails to commence the construction work within six (6) months from 1st disbursement date of Loan and/or to complete the construction within thirty six (36) months from 1st disbursement date of Loan.

**2.11 Alteration and Re-Scheduling of Equated Monthly Installments (EMI)**

If the Loan is not totally drawn by the Borrower within a period of Thirty Six (36) months from the date of letter of offer the EMI may be altered and re-scheduled in such manner and to such extent as DCB Bank may, in its sole discretion, decide and the repayment will be made as per the said alteration and re-scheduling notwithstanding anything stated in Clause 2.6 and the Schedule.

**2.12 Liability of the Borrower to be joint and several**

The liability of the Borrower to repay the Loan together with interest, charges, etc. and to observe the terms and conditions of this Agreement/and any other Agreement/s, document/s that may have been or may be executed by the Borrower with DCB Bank in respect of this Loan or any other loan or loans is joint and several.

- 2.13** Upon the Borrower opting for any scheme or accepting any offer from his employer providing for any benefit for resigning or retiring from the employment prior to superannuation, or upon the employer terminating his employment for any reason whatsoever or upon the Borrower resigning or retiring from the service of the employer for any reason whatsoever, then notwithstanding anything to the contrary contained in this Agreement or any letter or document, the entire outstanding principal amount of the Loan as well as any outstanding interest and other dues thereon shall be payable by the Borrower to DCB Bank 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 DCB Bank in full, the unpaid amount remaining due to DCB Bank shall be paid by the Borrower in such manner as DCB Bank may in its sole discretion decide and the payment will be made by the Borrower accordingly notwithstanding anything stated in Clause 2.6 and the Schedule. The Borrower hereby irrevocably authorises DCB Bank to communicate with and receive the said amounts from his employer directly.

**CLAUSE 3 : SECURITY**

- 3.1** Security for the Loan: The Borrower shall create security (including but not limited to in the form of the Property), alternate security and / or additional security and / or guarantee/s as shall be required and / or considered appropriate by DCB Bank in favour of DCB Bank in such manner and form and at such time as DCB Bank shall at its sole discretion require as a security for repayment / payment of all the dues by the Borrower under this Agreement or otherwise in relation to the Loan including principal amounts, interest, equated monthly installment, additional interest, costs, service charges, and all other amounts due.

**3.2 The Borrower shall comply with the following:**

- To give a declaration to the effect that the Borrower has a clear and marketable title to the Property to be offered as security free from reasonable doubts and encumbrances, and that the Borrower indemnifies and keeps DCB Bank saved and harmless against any risk whatsoever.
- To execute any such Agreement/s, document/s, undertaking/s that may be required now or hereafter at any time during the pendency of this Loan and / or any other loan or loans granted by DCB Bank hereafter.

- 3.3** DCB Bank reserves the right to assign / sell / securitise the assets (including but not limited to the Property) with or without security, if any, in any manner of all right, title and interest of the Borrower which the DCB Bank deems appropriate and the Borrower hereby expressly agrees that in that event, DCB Bank is not required to obtain any permission or put the Borrower to any notice.

- 3.4** The Borrower agrees that in the event of repayment of the Loan and other amounts due under this Agreement but there being any outstanding under any other loan / overdrafts / other financial facility availed of by the Borrower from DCB Bank, then, in such event, the Borrower undertakes to extend such security created in terms of Clause 3.1 under this Agreement to cover such outstanding loan facility and DCB Bank shall not be obliged to release the said security (including but not limited to the Property) for any such loan facility availed of by the Borrower from DCB Bank. The Borrower further agrees that in the event of any outstanding amount due under this Agreement, but there being full repayment of loan and other amounts due under any other secured/unsecured loan / overdrafts / other financial facility availed of by the Borrower, from DCB Bank, then in such event, the Borrower undertakes to extend such security to cover the outstanding amounts due under this Agreement and DCB Bank shall not be obliged to release the security created by the Borrower.

**CLAUSE 4 : CONDITIONS PRECEDENT TO DISBURSEMENT OF THE LOAN**

**4.1 (a) Utilisation of the Borrower's Contribution**

The Borrower assures DCB Bank that he has, prior to receiving the disbursement of the Loan on this day as aforesaid utilised his own contribution in full or in part as the case may be i.e., the cost of the Property less DCB Bank's Loan.

**(b) Title**

The Borrower assures DCB Bank that he has absolute, clear and marketable title to the Property and that the Property is absolutely unencumbered and free from any liability whatsoever.

**4.2 Other Conditions for Disbursement**

The obligation of DCB Bank to make any disbursements under this Agreement shall also be subject to the conditions that:

**(a) Non-existence of Event of Default**

No event of default as defined in Clause 7 shall have happened.

**(b) Evidence for utilisation of Disbursement**

DCB Bank should be satisfied at the time of request for a disbursement that the same is required immediately by the Borrower for the purpose of purchase / construction / extension / alteration of the Property and / or payment of premium towards the MRTA policy as the case may be and the Borrower shall procure evidence satisfactory to DCB Bank of the proposed utilisation of the proceeds of the disbursement of the Loan.

**(c) Extraordinary Circumstances**

No extraordinary or other circumstances shall have occurred which shall make it improbable for the Borrower to fulfill



his obligations under this Agreement.

- (d) **Utilisation of prior Disbursement**  
The Borrower shall have satisfied DCB Bank about the utilisation of the proceeds of any prior disbursements.
- (e) **Pending Legal Proceedings**  
The Borrower shall have furnished a declaration to the effect that there is no action, suit, proceedings or investigation pending or to the knowledge of the Borrower threatened by or against the Borrower before any Court of Law or Government authority or or regulatory / statutory authority any other competent authority which might have a material effect on the financial and other affairs of the Borrower or which might put into question the validity or performance of this Agreement or any of its terms and conditions.
- (f) The Borrower declares that neither the Borrower nor its Directors / Partners is a director or specified near relative of a director of a banking company or specified near relative of any Senior Officer of DCB Bank.
- (g) The Borrower declares that no such Senior Officer and no relative of such Senior Officer of DCB Bank holds "Substantial Interest" as defined in section 5 (ne) of the Banking Regulation Act, 1949 in the Borrower's undertaking nor is any such relative a guarantor of such Borrower's undertaking.

## **CLAUSE 5 : COVENANTS**

### **5.1 Particular Affirmative Covenants**

- (a) **Utilisation of the Loan**  
The Borrower shall utilise the entire Loan for the purchase / construction / extension / alteration of the Property and / or payment of premium towards the MRTA policy as indicated by him in the Loan Application and for no other purpose whatsoever.
- (b) **Purchase / Construction**  
The Borrower covenants that he shall complete the purchase / construction as indicated by him in his Loan Application or otherwise and obtain and produce to DCB Bank a proof of proper completion certificate issued by the concerned Municipal Corporation or Municipality and / or the purchase documents as the case may be.
- (c) **Notify causes of delay**  
The Borrower shall promptly notify any event or circumstances, which might operate as a cause of delay in the commencement or completion of the construction / purchase of the Property.
- (d) **Maintenance of the Property**  
The Borrower shall maintain the Property in good order and condition and will make all necessary additions and improvements thereto during the pendency of the Loan.
- (e) **To notify change in employment etc.**  
The Borrower shall notify any change in his employment, business or profession within fifteen (15) days from the date of the said change.
- (f) **Compliance with rules etc. and payment of maintenance charges etc.**  
The Borrower shall duly and punctually comply with all the terms and conditions for holding the Property and all the rules, regulations, bye-laws etc. of the concerned cooperative society, association, limited company or any other competent authority, and pay such maintenance and other charges for the upkeep of the Property as also any other dues etc. as may be payable in respect of the Property or the use thereof.
- (g) **Insurance**  
The Borrower shall ensure that the Property is duly insured against fire, earthquake, flood, storm, tempest or typhoon and all other natural calamities and acts of God for a value as shall be required by DCB Bank, with DCB Bank being made the sole beneficiary ("loss payee") under the policy. In addition to the above-said insurance, if the Borrower takes a MRTA life term insurance, which compensates the Borrower for the outstanding amount of the Loan only in the event of his / her death, both the above-said insurance policies shall be assigned ("loss payee") to DCB Bank. The Borrower shall be solely responsible for renewal of the said insurance policies as and when it becomes due for payment of premium and renewal. Also in the event of claims, if any, the Borrower and / or joint Borrower/s shall comply with all necessary formalities and liaise directly with the Insurance Company.
- (h) **Loss / Damage to the Property**  
The Borrower shall promptly inform DCB Bank of any material loss / damage to the Property that may be caused to it for any reason whatsoever.

### **5.2 Notify additions, alterations**

The Borrower shall notify and furnish details of any additions to or alterations in the Property or the user of the Property, which might be proposed to be made during the pendency of the Loan.

### **5.3 DCB Bank's Right to Inspect**

The Borrower agrees that DCB Bank or any person authorised by it shall have free access to the Property for the purpose of inspection / supervising and inspecting the progress of construction and the accounts of construction to ensure proper utilisation of the Loan. The borrower further agrees that DCB Bank shall have free access to the Property for the purpose of inspection at any time during the pendency of the Loan.

### **5.4 Negative covenants**

The Borrower further covenants with DCB Bank that unless, DCB Bank shall give prior approval in writing, the Borrower shall not:

- (a) Possession: Let out or give on lease or license or otherwise, howsoever part with the possession of the Property or any part thereof.
- (b) Alienation: Sell, mortgage, lease, surrender or otherwise, howsoever alienate, encumber or create any third party interest in the Property or any part thereof.
- (c) Agreements and Arrangements: Enter into any agreement or arrangement with any person, institution or local or Government body for the use, occupation or disposal of the Property or any part thereof, during the pendency of the Loan.
- (d) Change use of the Property: If the Property is used for any purpose other than residential purpose, in addition to any other action, which DCB Bank might take, DCB Bank, shall be entitled to charge, in its sole discretion, such higher rate



of interest as it might fix in the circumstances of the case.

- (e) Merger: Amalgamate or merge the Property with any other adjacent property nor shall he create any right of way or any other easement on the Property.
- (f) Surety or Guarantee: Stand surety for anybody or guarantee the repayment of any Loan or overdraft or the purchase price of any asset.

#### 5.5 Appropriation of Payments

Unless otherwise agreed to by DCB Bank, any payment due and payable under this Agreement and made by the Borrower and / or Loan prepaid by the Borrower shall be appropriated towards such dues in the order, namely:

- (a) Costs, charges, expenses, incidental charges and other monies that may have been expended by DCB Bank in connection with recovery.
- (b) Prepayment charges and fees.
- (c) Installment in arrears - Interest overdues.
- (d) Installment in arrears - Principle overdues.
- (e) Additional interest and / or liquidated damages on defaulted amounts.
- (f) Principal portion of the Loan.

#### 5.6 Change in address

The Borrower shall inform DCB Bank forthwith in writing as regards any change in his address for service of notice.

### CLAUSE 6 : BORROWER'S WARRANTIES

6.1 The Borrower hereby warrants and undertakes to DCB Bank as follows:

#### (a) Confirmation of the Loan Application

The Borrower confirms the accuracy of the information given in his Loan Application made to DCB Bank and any prior or subsequent information or explanation given to DCB Bank in this behalf.

#### (b) Disclosure of material changes

That subsequent to the Loan Application there has been no material change which would affect the purchase / construction of the Property or the grant of the Loan as proposed in the Loan Application.

#### (c) Charges and encumbrances

That there are no mortgages, charges, lispendens or liens or other encumbrances or any rights of way, light or water or other easements or right of support on the whole or any part of the Property.

#### (d) Litigation

That the Borrower is not a party to any litigation of a material character and that the Borrower is not aware of any facts likely to give rise to such litigation or to material claims against the Borrower.

#### (e) Disclosure of defects in the Property

That the Borrower is not aware of any documents, judgement or legal process or other charges of any latent or patent defect affecting the title of the Property or of any material defect in the Property or its title, which has remained, undisclosed and / or which may affect DCB Bank prejudicially.

#### (f) Public schemes affecting the Borrower's property

That the Borrower's Property is not included in or affected by any of the schemes of Central / State Government or of the improvement trust or any other public body or local authority or by any alignment, widening or construction of road under any scheme of the Central / State Government or of any Corporation, Municipal Committee, Gram Panchayat, etc.

#### (g) Infringement of local laws

That no suit is pending in the Municipal Magistrate's Court or any other Court of Law in respect of the Property specified in the Schedule hereunder nor has the Borrower been served with any Notice for infringing the provisions of the Municipal Act or any Act relating to local bodies or Gram Panchayats or Local authorities or with any other process under any of these Acts.

#### (h) Disclosure of facts

That the Borrower has disclosed all facts relating to his Property to DCB Bank and has made available to them all the title deeds in his possession.

#### (i) Due payments of Public and other demands

That the Borrower has paid all public demands such as Income Tax and all the other taxes and revenues payable to the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.

(j) The Borrower shall keep himself acquainted with the rules of DCB Bank with regard to the Loan availed, in force from time to time.

(k) The Borrower undertakes to pay, forthwith on demand to DCB Bank all costs and expenses (including legal costs) on a full indemnity basis incurred and / or to be incurred by DCB Bank for investigation of title to the Property offered as security and for the preparation, execution, preservation, performance, enforcement and realisation of the Loan. All the excess stamp duty borne by DCB Bank on behalf of the Borrower shall be promptly paid by the Borrower to DCB Bank.

6.2 **Instructions under Reserve Bank of India's National Automated Clearing House / Standing Instructions with DCB Bank**

- (a) In the event, the Borrower has delivered to their bankers mentioned in the Schedule hereto ("Borrower's Bank") irrevocable instructions under the Reserve Bank of India's ("RBI's") National Automated Clearing House ("NACH") guidelines or a Standing Instruction to periodically debit the Borrower's account mentioned in the Schedule hereto ("Borrower's Account") with the amount of the PEMIs / EMIs and transfer the same to the Borrower's Loan account with DCB Bank so as to ensure that all the PEMIs / EMIs are paid to DCB Bank in accordance with the repayment clause in the Schedule hereto. Save and except with the prior written consent of DCB Bank, the Borrower shall not, under any circumstances, revoke or alter the aforesaid instructions or do or omit to do anything which may result in the Borrower's Bank not transferring the amounts of the PEMIs / EMIs to DCB Bank when due. The Borrower shall at all times maintain a balance in the Borrower's Account sufficient to enable the transfer of the PEMIs / EMIs on the concerned due dates. The failure of the Borrower's Bank for any reason to so transfer the amount of any PEMIs / EMIs to DCB Bank will not in any manner absolve the Borrower from his liability to repay the PEMIs / EMIs or any other sum and shall tantamount to a failure by the Borrower to pay the PEMIs / EMIs. The Borrower shall provide to DCB Bank a confirmation (in a format acceptable to DCB Bank) of the Borrower's Bank's acceptance of the above instructions prior



to the disbursement of the Loan and whenever required by DCB Bank.

- (b) In the event the Borrower has given NACH Instruction or Standing Instruction in terms of Clause 6.2 (a) hereinabove with the execution of this Agreement the Borrower shall deliver to DCB Bank undated security cheques as shall be required by DCB Bank drawn in favour of DCB Bank. The Borrower hereby authorises DCB Bank and appoints DCB Bank as the Borrower's agent, to at any time fill the dates and amounts in the above cheque/s wherein said amount does not exceed the sanctioned loan amount. DCB Bank shall be entitled to fill in the security cheques with the amount of one or more PEMIs / EMIs or any other amount not exceeding the amount payable by the Borrower to DCB Bank at that time. The Borrower agrees that the aforesaid security cheques have been drawn and / or shall be deemed to have been drawn by the Borrower to discharge the Borrower's debit or liability to DCB Bank. The Borrower agrees and acknowledges that in the event of dishonour of all or any of the aforesaid security cheques for any reason whatsoever, without prejudice to DCB Bank's other rights, DCB Bank shall be entitled to take criminal proceedings against the Borrower including but not limited to as envisaged in Section 138 of the Negotiable Instruments Act, 1881. The Borrower agrees to forthwith replace the cheques / issue fresh cheques if required by DCB Bank.

#### **CLAUSE 7 : REMEDIES OF DCB BANK**

If one or more of the events specified in this Clause (hereinafter called 'events of default') shall have happened, then, DCB Bank by a written notice to the Borrower may declare the principal, all accrued interest and all the amounts payable by the Borrower become payable forthwith by the Borrower to DCB Bank on demand under or in terms of this Agreement and / or any other Agreements, documents subsisting between the Borrower and DCB Bank, as well as all other charges and dues to be due and upon such declaration the same shall become due and payable forthwith and the security created in favour of DCB Bank for the Loan shall become enforceable, notwithstanding anything to the contrary in this Agreement or any other Agreement/s or document/s.

##### **7.1 Events of Default**

(a) **Payment of Dues**

Default shall have occurred in payment of EMIs and / or PEMIs and in payment of any other amounts due and payable to DCB Bank in terms of this Agreement and / or in terms of any other Agreement/s, document/s that may be subsisting or that may be executed between the Borrower and DCB Bank hereafter.

(b) **Performance of Covenants**

Default shall have occurred in the performance of any other covenants, conditions or agreements on the part of the Borrower under this Agreement or any other agreement/s / document/s between the Borrower and DCB Bank in respect of this loan and for any other loan and such default shall have continued over a period of thirty (30) days after notice thereof shall have been given to the borrower by DCB Bank.

(c) **Supply of Misleading Information**

Any information given by the Borrower in his Loan Application to DCB Bank for financial assistance is found to be misleading or incorrect in any material respect or any warranty referred to in Clause 6 is found to be incorrect.

(d) **Inability to pay debts**

If there is reasonable apprehension that the Borrower is unable to pay his debts or proceedings for taking him into insolvency have been commenced.

(e) **Depreciation of Security**

If the Property given as security depreciates in value to such extent that in the opinion of DCB Bank further security to the satisfaction of DCB Bank should be given and such security is not given, in spite of being called upon to do so.

(f) **Sale or disposal of the Property**

If the Borrower's Property, which is given as security for the Loan, is sold, disposed off, charged, encumbered or alienated.

(g) **Attachment or Distraint on the Property**

If an attachment or distraint is levied on the Property or any part thereof and / or certificate proceedings are taken or commenced for recovery of any dues from the Borrower.

(h) **Failure to furnish information / documents**

If the Borrower fails to furnish information / documents as required by DCB Bank under the provisions of Clause 2.6 (d).

(i) **Failure to create security**

If the Borrower fails to create security as provided under Clause 3.1.

(j) **Cancellation or non-assignment of MRTA policy**

If the MRTA policy is cancelled by the Insurance Company and / or if the Borrower does not assign the MRTA policy in favour of DCB Bank.

(k) If any declaration made by the Borrower is found to be false at any time.

##### **7.2 Bankruptcy or Insolvency**

If the Borrower shall become bankrupt or insolvent, the principal of and all accrued interest on the Loan and any other dues shall thereupon become due and payable forthwith, anything in this Agreement to the contrary notwithstanding.

##### **7.3 Notice to DCB Bank on the happening of an Event of Default**

If any event of default or any event which, after the notice or lapse of time or both would constitute an event of default shall have happened, the Borrower shall forthwith give DCB Bank notice thereof in writing specifying such event of default, or such event.

##### **7.4 Expenses of Preservation of Assets of the Borrower and of Collection**

All reasonable costs incurred by DCB Bank after an event of default has occurred in connection with:

- (i) Preservation of the Borrower's assets (whether now or hereafter existing) or
- (ii) Collection of amounts due under this Agreement may be charged to the Borrower and reimbursed, as DCB Bank shall specify.

##### **7.5 Issue of certificates**

DCB Bank may issue any certificate as regards payment of any amounts paid by the Borrower to DCB Bank in terms of this Agreement only if the Borrower has paid all amounts due under the Agreement to DCB Bank and the Borrower has complied with all the terms of this Agreement.

##### **7.6 Communication with third party etc.**

In the event of default DCB Bank shall be entitled to communicate, in any manner it may deem fit, to or with any person or persons with a view to receiving assistance of such person or persons in recovering the defaulted amounts. Also, officers / representatives of DCB Bank shall be entitled to visit the Property and / or any place of work / residence of the Borrower.

##### **7.7**



Without prejudice to the other rights of DCB Bank, DCB Bank shall have a paramount charge, lien and right of set off on all

monies, securities, deposits and other assets and properties belonging to the Borrower/s or standing to the Borrower's/s credit (whether singly or jointly with any other person/s) in any account whatsoever with any branch of DCB Bank for any purpose whatsoever and shall be entitled to appropriate the same for the settlement of any amount due and unpaid in terms of this Agreement.

- 7.8 That the Borrower/s also authorise/s DCB Bank to, for and on behalf of the Borrower/s, instruct the Borrower's/s employer as informed by the Borrower/s to DCB Bank, to debit any amounts due and unpaid by the Borrower/s to DCB Bank under this Agreement from any amount including salary / remuneration / compensation payable by such employer to the Borrower/s. The Borrower/s agrees that a certificate issued by DCB Bank to such employer shall be conclusive evidence of the amount due and payable by the Borrower/s and such employer is hereby irrevocably and unconditionally authorised to pay the amount to DCB Bank without reference to the Borrower/s.
- 7.9 In addition to the aforesaid provisions, the Borrower hereby agree as a precondition of the Loan given to the Borrower by DCB Bank that in case they or any of them commits any breach of this Agreement or any event of default, DCB Bank and/or the Reserve Bank of India (RBI) and/or such other agency/ies authorised by them without prejudice to their other rights will have an unqualified and absolute right to disclose or publish the Borrower/s name and the name of Borrower's Company/firm/unit and its directors / partners / proprietor / trustees / karta / coparceners / members along with the photographs of the respective person/s as defaulter/s with other relevant details like address, job details as deemed fit and appropriate by DCB Bank and/or RBI and/or such other agency/ies authorised by them in such manner and through such media whether electronic or print as DCB Bank and/or RBI and/or such other agency/ies authorised by them in their absolute discretion may think fit. The Borrower also further agree that such publication made by DCB Bank and/or RBI and/or such other agency/ies authorised by them will not be challenged by the Borrower on any ground whatsoever nor shall DCB Bank or RBI or such other Agency/ies authorised by them be held liable and responsible for costs, damages or any other claim because of such publication of the Borrower photograph(s) and other details published as stated hereinabove.

#### **CLAUSE 8 : WAIVER**

##### **8.1 Waiver not to impair the Rights of DCB Bank**

No delay in exercising or omission to exercise, any right, power or remedy accruing to DCB Bank upon any default under this Agreement, mortgage deed or any other agreement/s or document/s shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, affect or impair any right, power or remedy of DCB Bank in respect of any other default.

#### **CLAUSE 9 : EFFECTIVE DATE OF AGREEMENT**

##### **9.1 Agreement to become Effective from the Date of Execution**

This Agreement shall have become binding on the Borrower and DCB Bank on and from the date of execution hereof. It shall be in force till all the monies due and payable to DCB Bank under this Agreement as well as all other Agreement/s document/s that may be subsisting / executed between the Borrower and DCB Bank are fully paid.

#### **CLAUSE 10 : BALANCE TRANSFER**

- 10.1 The Borrower / Owner / Guarantor authorised DCB Bank to collect the original title documents & other securities from transferring bank/ financial institution on behalf of the Borrower / Owner / Guarantor.
- 10.2 In addition to aforesaid authority provided to DCB Bank by the Borrower / Owner / Guarantor, the Borrower shall within 90 (ninety) days from the date of disbursement of the said facilities get the original title documents and other securities from transferring bank / financial institution & forthwith submit the same with DCB Bank. Failure on the Borrower's/ Owner's/ Guarantor's part to comply the same within aforesaid stipulated period, DCB Bank reserves the right to debit the Borrower's Loan Account with DCB Bank & pay to the transferring bank / financial institution as additional amount towards fore closure charges, penal charges, overdrawing, additional loan availed, etc. in the Borrower's / Owner's / Guarantor's account with them, on the Borrower's behalf & to take custody of the original title documents & other securities from the transferring bank/ financial institution.
- 10.3 The Borrower shall forthwith furnish "No Dues" certificate upon clearance of the entire outstanding with transferring bank/ financial institution.
- 10.4 The Borrower shall at its own cost satisfy the charge of the transferring bank/ financial institution with the (ROC)Registrar of Companies / CERSAI (Central Registry of Securitisation Asset Reconstruction and Security Interest of India) within the stipulated period as per law.
- 10.5 If it comes to the notice of DCB Bank that the Borrower / Owner / Guarantor have reutilized & / or diverted the credit Facilities granted by the transferring bank / financial institution, DCB Bank reserves the right to initiate appropriate criminal & /or civil proceedings against the Borrower / Owner / Guarantor.

#### **CLAUSE 11 : ARBITRATION**

- a) If any dispute / difference arises between DCB Bank and the Borrower hereto during the subsistence of the Agreement or thereafter, in connection with any provision of the Agreement or regarding a question including but not limited to the questions whether the termination of the Agreement has been legitimate, DCB Bank and the Borrower shall first endeavour to settle such dispute / difference amicably.
- b) In the case of failure by DCB Bank and the Borrower to resolve the dispute / difference in the manner set out above within 30 (thirty) days from the date when the dispute / difference arose, the dispute / difference may be referred to arbitration of a sole arbitrator to be appointed by DCB Bank.
- c) The place of arbitration shall be the place (of applicable Jurisdiction / Courts) IN WITNESS WHEREOF the parties have executed this Agreement and any award whether interim or final, shall be made, and shall be deemed for all purposes between DCB Bank and the Borrower to be made at such place. The award including the interim award/s of the arbitrator shall be final and binding upon the parties concerned.
- d) The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996, as amended from time to time.
- e) The proceedings of arbitration shall be held in English language.

#### **CLAUSE 12 : MISCELLANEOUS**

##### **12.1 Place and Mode of Payment by the Borrower**

All monies due and payable by the Borrower to DCB Bank under or in terms of this Agreement shall be paid at the Registered Office or the concerned regional / branch office of DCB Bank by cheque or bankdraft, drawn in favour of DCB Bank on a scheduled bank in the town or city where such registered office / branch / regional office is situated or in any other manner as may be approved by DCB Bank and shall be so paid as to enable DCB Bank to realise the amount sought to be paid on or before the due date to which the payment relates. Credit for all payments by cheque / bankdraft drawn will be given only on



realisation thereof by DCB Bank.

**12.2 Inspection, Assignment etc.**

- (a) The Borrower shall permit inspection of all books of accounts and other records maintained by him in respect of the Loan, to officers / representatives of DCB Bank. The Borrower shall also permit similar inspection by officers / representatives of such other companies, banks, institutions or bodies as DCB Bank may approve and intimate the Borrower.
- (b) DCB Bank shall be entitled to sell, assign, securitise or transfer DCB Bank's right and obligations under this Agreement and any other security in favour of DCB Bank (including all guarantee/s) to any person of DCB Bank's choice in whole or in part and in such manner and on such terms and conditions as DCB Bank shall decide. Any such sale, assignment, securitisation or transfer shall conclusively bind the Borrower and all other related persons.
- (c) DCB Bank shall have the authority to make available any information contained in the Loan Application and/or any document or paper or statement submitted to DCB Bank by or on behalf of the Borrower and/or pertaining or relating to the Borrower and/or to the Loan including as to its repayment conduct, to any rating or other agency or institution or body or statutory / regulatory authority as DCB Bank in its sole discretion may deem fit. DCB Bank shall also have the authority to seek and/or receive any information as it may deem fit in connection with the Loan and / or the Borrower from any source or person or entity to whom the borrower hereby authorises to furnish such information.

**12.3 Service of Notice**

Any notice or request required or permitted to be given or made under this Agreement to DCB Bank or to the Borrower shall be given in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail or telegram to the party to which it is required or permitted to be given or made at such party's address specified below or at such other address as such party shall have designated by Notice to the party giving such notice or making such request:

DCB Bank Limited

P.O. Box No. 7643, Malad (West), Mumbai - 400064

For the Borrower: The residential address stated in the Schedule or the Property address described in the Application form / Schedule / Latest address as updated on our system.

**12.4 The borrower agrees / confirms as follows:**

- (a) Upon repayment of the Loan and other amounts due under this Agreement and any outstanding under any other loan / overdrafts / other financial facility availed of by the Borrower from DCB Bank, DCB Bank shall release the security furnished by the Borrower with respect to the Loan, to the Borrower, notwithstanding any contrary advise / intimation from either / any of the Borrowers at a later date.
- (b) To keep alive the Insurance Policy / Policies assigned in favour of DCB Bank by paying on time the premium as they fall due and produce the receipts to DCB Bank whenever required;
- (c) DCB Bank shall have the right to receive and adjust any payment that it may receive in connection with any insurance policy / policies against the Loan and alter the amortisation schedule in any manner as it may deem fit notwithstanding anything to the contrary contained in this Agreement or any other agreement / document or paper;
- (d) That the Borrower has scrutinised and is satisfied with the building plan, commencement certificate and all the requisite permissions pertaining to the Property and that the construction is as per the approved plan and of a satisfactory quality.
- (e) That the terms and conditions and all the covenants and details of the Schedule hereunder shall be read and construed as part and parcel of these presents.
- (f) That in the absence of any manifest error, DCB Bank's records (including, without limitation, account balances, transaction details / facility limits) shall be conclusive proof of the matters to which the Borrower relates and the Borrower shall honour all obligations to the satisfaction of DCB Bank.
- (g) DCB Bank shall be entitled to, at its sole discretion, at any time and from time to time, under intimation to the Borrower, amend the terms and conditions of this Agreement and all such amendments shall be conclusive and binding on the Borrower.
- (h) This Loan facility is available solely for the purpose for which it has been sanctioned and if, in the opinion of DCB Bank, this condition is being or has been violated, the right is reserved to demand repayment and to withdraw the Loan facility, notwithstanding any covenant to the contrary in the relative security documents executed. Usage of these funds for stock market transactions is strictly prohibited.

**12.5 Regulatory declarations**

The Borrower hereby declares to DCB Bank as follows:

- a) Where the Borrower is an individual/proprietor(s), none of the Directors of DCB Bank or their Relatives is his/her business partner or guarantor; (ii) where the Borrower is a partnership firm, none of the Directors of DCB Bank or their Relatives is interested in the firm as partner, manager, employee or guarantor; and (iii) where the Borrower is a company or a corporation, none of the Directors of DCB Bank or their Relatives is interested in the company / corporation or in its subsidiary or holding company as director, managing agent, manager, employee or guarantor or holder of Substantial interest;
- b) Where the Borrower is an individual/proprietor(s), he/she is not a Director or Relative of a Director of other banks; (ii) where the Borrower is a partnership firm, no Director or Relative of a Director of other banks is interested in the firm as partner or guarantor; and (iii) where the Borrower is a company or a corporation, no Director or Relative of a Director of other banks is interested in the company / corporation as director or guarantor or holder of Substantial interest.
- c) (i) Where the Borrower is an individual/proprietor(s), he/she is not a Relative of any Specified Senior Officer of DCB Bank; (ii) where the Borrower is a partnership firm, none of the partners is a Relative of any Specified Senior Officer of DCB Bank and none of the Specified Senior Officer of DCB Bank or its Relatives is interested in the firm as partner or guarantor or holder of Substantial interest; and (iii) where the Borrower is a company or a corporation, none of its directors, is a Relative of any Specified Senior Officer of DCB Bank and none Specified Senior Officer of DCB Bank or Relatives, is interested in the company as director or guarantor or holder of Substantial interest.
- d) In case, if the confirmations given under this clause of regulatory declaration are negative and are not true, then the Borrower shall provide a written declaration with details of such relationship to DCB Bank. If the details of such declaration change during the term of any Facility/ies or any part thereof then, the Borrower shall promptly provide a



written declaration to DCB Bank of any such change.

- e) The Borrower or the directors / promoters / guarantors / associate concerns / partners / coparceners (as the case may be) of the Borrower are not:
  - i. On the Export Credit Guarantee Corporation's (ECGC's) specified approval list; or Convicted under the provisions of Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 or FEMA; or
  - ii. On RBI's defaulters / caution list; or
  - iii. On DCB Bank's defaulter list.
- f) Wherever used in this clause the following terms have the following meanings:
  - i. "Directors of DCB Bank" shall mean and include the Managing Director-cum-Chief Executive Officer (CEO), the top most officers of Business and Credit (presently the business head and credit head).
  - ii. "Director of other banks" shall mean and include (apart from directors of commercial banks) directors of scheduled co-operative banks, directors of subsidiaries / trustees of mutual funds / venture capital funds.
  - iii. "Relative" means spouse, father, mother (including step-mother), son (including step-son), son's wife, daughter (including step-daughter), daughter's husband, brother (including step-brother), brother's wife, sister (including step-sister), sister's husband, brother (including step-brother) of the spouse, sister (including step-sister) of the spouse.
  - iv. "Specified Senior Officer" shall mean and include the top most senior officer (presently the business head and credit head) and his/her immediate next lower level officer in credit and business functions of DCB Bank.
  - v. "Substantial interest" shall have the same meaning assigned to it in Section 5 (ne) of the Banking Regulation Act, 1949.

#### 12.6 **KYC Documents**

The Borrower agrees to provide to DCB Bank such further documents as may be required by DCB Bank from time to time to comply with the Know Your Customer (KYC) requirements of the Reserve Bank of India and DCB Bank. DCB Bank reserves the right to recall the Loan facility, enforce security and guarantees, if any and appropriate proceeds thereof towards the outstanding dues and recover the balance from the Borrower, if any or close the account in case the so required documents are not provided by the Borrower to DCB Bank.







**SCHEDULE**

Place of Loan Agreement: \_\_\_\_\_

Date of Loan Agreement: \_\_\_\_\_ CPA File No.: \_\_\_\_\_  
(DD) (MM) (YYYY)

Address of DCB Bank: \_\_\_\_\_

Name of all the Borrowers: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address of the Borrower: \_\_\_\_\_

Email ID: \_\_\_\_\_

**Clause Reference**

2.1 (a) Amount of Loan

₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

(b) MRTA Single Premium financing applied for:  Yes  No

Amount of Loan towards MRTA premium financing

₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

(c) Total amount of Loan (a+b)

₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

2.2 **Interest**

Mode of Computation of Interest and Applicable Rate of Interest

Floating Rate of Interest

Applicable floating rate of Interest will be \_\_\_\_\_% per annum which is \_\_\_\_\_% (herein referred to as Credit Risk Premium) above the DCB Bank's RBLRHL (Revised Benchmark Linked Rate Home Loan) as applicable on the date of loan.

The floating rate of interest will be linked to the DCB Bank's RBLRHL as applicable on the date of loan. The applicable rate of interest will be subject to revision for time to time based on changes in DCB Bank's RBLRHL / Credit Risk Premium. The Borrower shall be deemed to have notice of changes in DCB Bank's RBLRHL and consequently to changes in applicable rate of interest if such changes are displayed on the notice board of the branch or published in the website of DCB Bank (www.dcbbank.com) and the Borrower is liable to pay interest at such revised rate from its effective date. The Borrower agrees that such revision in terms shall be at the sole discretion of DCB Bank.

Part Fixed and Part Floating Rate

Interest rate during the first \_\_\_\_\_ year(s) from the date of disbursement will be \_\_\_\_\_ % per annum fixed. Interest rate after the completion of \_\_\_\_\_ year(s) will be floating rate of interest. The interest will be charged at \_\_\_\_\_ % per annum which is \_\_\_\_\_% (herein referred to as Credit Risk Premium) above the DCB Bank's RBLRHL as applicable then. The applicable rate of interest will be subject to revision from time to time based on changes in DCB Bank's RBLRHL / Credit Risk Premium. The Borrower shall be deemed to have notice of changes in the DCB Bank's RBLRHL and consequently to changes in applicable rate of interest if such changes are displayed on the notice board of the branch or published in the website of the DCB Bank (www.dcbbank.com) and the Borrower is liable to pay interest at such revised rate from its effective date. The Borrower agrees that such revision in terms shall be at the sole discretion of DCB Bank.

(\*Select any one and delete whichever is not applicable)

(\*\*DCB Bank's RBLRHL is linked to Reserve Bank of India's policy repo rate and is subject to change from time to time as per circular/s, notification/s issued by regulatory authorities and/or government norms.

The credit risk premium component may change when as per bank's assessment there is change in the borrower's credit risk profile due to one or more of the reasons as stated in your accepted sanction letter for this loan by DCB Bank Ltd.)

**2.3 Amortisation**

- (a) Term of repayment \_\_\_\_\_ Months
- (b) Repayment mode - NACH  SI
- (c) Number of Security Cheques provided \_\_\_\_\_
- (d) EMI - ₹ \_\_\_\_\_ for amount of Loan at Fixed Rate of Interest

(This is applicable in the event the Borrower has opted for the Part Fixed and Part Floating rate scheme as above. The EMI for amount of Loan at Fixed rate of interest stated herein is for a period of \_\_\_\_\_ months from the date of first disbursement. At the end of the fixed rate period, the EMI will be calculated based on the applicable Floating rate of interest.)

- (e) EMI - ₹ \_\_\_\_\_ for amount of Loan at Floating rate of interest.
- (f) Date of commencement of EMI \_\_\_\_\_
- (g) Due date of payment of first EMI \_\_\_\_\_

However, in the event of delay or advancement of disbursement, the date of commencement of EMI shall be as already communicated by DCB Bank to the Borrower.

**2.4 Delay in payment of EMI / PEMII**

Applicable Rate of Interest \_\_\_\_\_ % per annum

2.5 Property Address and Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.6 Borrower's Bank details: \_\_\_\_\_  
Borrower's Account details: \_\_\_\_\_

Signed and delivered by the within named DCB Bank Limited

by the hand of Mr. / Mrs.

Its Authorised Signatory \_\_\_\_\_



Signed and delivered by  
the within named Borrower

## DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_  
("Deed")

BY

The Guarantor whose name and address are stated in the Schedule, hereinafter called "the Guarantor" (which expression shall unless the context otherwise requires, include his / her / their heirs, executors, administrators and successors).

In favour of DCB Bank Limited, a banking company incorporated under the Companies Act, 2013 (CIN: L99999MH1995PLC089008) and deemed to exist within the meaning of Companies Act, 2013, having its Registered Office at 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, (hereinafter referred to as the "Bank" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns)

WHEREAS in terms of the Loan Agreement dated \_\_\_\_\_ (the "Loan Agreement") executed by \_\_\_\_\_ (herein under referred to as "the Borrower", which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors, administrators and successors) with the DCB Bank Limited (the "Bank"), the Bank has agreed to finance the Borrower for the purpose of \_\_\_\_\_ more particularly mentioned therein ("Purpose") and such other facilities as may be agreed upon from time to time between the Bank and Borrower for sums not exceeding in the aggregate of ₹ \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) (hereinafter referred to as the "Loan") on the terms and conditions specified and contained therein.

AND WHEREAS one of the conditions specified and contained in the Agreement of Loan is that the Borrower shall procure and furnish to the Bank a guarantor guaranteeing due payment by the Borrower of the said sum of ₹ \_\_\_\_\_ / - (Rupees \_\_\_\_\_ Only) (hereinafter for the sake of brevity referred to as "the Guaranteed Sum") together with interest, costs charges, expenses and/or other monies due to the Bank in respect of or under the Loan or any of them on demand by the Bank.

AND WHEREAS the Guarantor at the request of the Borrower and in consideration of the Bank having agreed to grant or granted at the request of the Guarantor the Loan to the Borrower, have agreed to execute the Guarantee in favour of the Bank on the terms and in the manner hereinafter appearing.

☒ \_\_\_\_\_  
Guarantor

NOW THIS DEED WITNESSETH that in consideration of the above premises it is hereby covenanted and agreed (all the Guarantors covenanting and agreeing jointly and severally) as follows:

1. If at any time default shall be made by the Borrower in payment of the Guaranteed Sum together with interest, costs, charges, expenses and / or other monies for the time being due to the Bank in respect of and / or under the Loan or any of them the Guarantor/s shall forthwith on demand, without any demur or protest, irrevocably and unconditionally pay to the Bank the whole of the Guaranteed Sum together with interest, costs, charges, expenses and / or any other monies as may be then due to the Bank in respect of the Loan and shall indemnify and keep indemnified the Bank against all losses of the Guaranteed Sum, interest or other monies due and all costs, charges and expenses whatsoever which the Bank may incur by reason of any default on the part of the Borrower.
2. The Guarantor/s agree and confirm that interest shall be charged on the outstanding in the account(s) opened in respect of the Loan at such rate(s) as may be determined by the Bank from time to time. Interest shall be calculated respectively on the daily balance of such account(s) and be debited thereto on the last working day of the month or quarter according to the practice of the Bank. The Bank shall also be entitled to charge at its own discretion such enhanced rates of interest on the account (so either on the entire outstanding or on a portion thereof as it may fix for any irregularity and the charging of such enhanced rate of interest shall be without prejudice to the Bank's other rights and remedies).
3. The Bank shall have the fullest liberty without affecting this guarantee to vary the amounts of the individual limits of the Loan as may be agreed upon from time to time between the Bank and the Borrower subject to the aggregate thereof not exceeding the Guaranteed Sum and / or to postpone for any time or from time to time enforce or forbear to enforce any remedies or securities available to the Bank at its liberty with reference to the matters aforesaid or any of them or by reason for time being given to the Borrower or of any other forbearance act or omission on the part of the Bank or any other indulgence by the Bank to the Borrower or by any other matters or things whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantees.
4. As the Loan have been further secured by mortgage and / or hypothecation and / or pledge of the Asset under separate security documents (including but not limited to Loan Agreement) executed by the Borrower with the Bank which security documents would contain stipulations as to insurance assignment and delivery of Insurance Policy to the Bank, the margin or value of properties to be maintained and other matters the Guarantor/s agree that no failure in requiring or obtaining such security or in the observance or performance of any of the stipulations or terms of the said security documents and no default of the Bank in requiring or enforcing the observance or performance of any of the said stipulations or terms shall have the effect of releasing or discharging or in any manner affecting the liability of the Guarantor/s under these presents.
5. The Bank shall be at liberty to take in addition to the subsisting securities any other security/ies for the Loan or any of them or any part thereof and to release or forbear to enforce all or any of the remedies upon or under such securities and any collateral security or securities now held by the Bank and that no such release or forbearance as aforesaid shall have the effect of releasing or discharging or in any manner affecting the liability of the Guarantor/s under the Guarantee and that the Guarantor/s shall have no right to the benefit of the said security that may be held by the Bank until the claims of the Bank against the Borrower in respect of the Loan and of all (if any) other claims fully satisfied and then in so far only as such security shall not have been exhausted for the purpose of realising the amount of the Bank's claims and rateably only with other Guarantor/s or other persons (if any) entitled to the benefit of such security/ies respectively.
6. The Guarantee herein contained shall be enforceable against the Guarantor/s notwithstanding the security/ies aforesaid or any of them or any other collateral security/ies that the Bank may have obtained or may obtain from the Borrower or any other person at the time when proceedings are taken against the Guarantor/s hereunder be outstanding and / or not enforced and / or remain unrealised.
7. In order to give effect to the Guarantee herein contained the Bank shall be entitled to act as if the Guarantor/s were principal debtor/s to the Bank for all the payments guaranteed by them as aforesaid to the Bank.
8. The Guarantee herein contained is a continuing one for all amounts advanced by the Bank to the Borrower in respect of or under the Loan as also for all interest costs and other monies which may from time to time become due and remain unpaid to the Bank thereunder and shall not be determined or in any way be effected by any account or accounts opened or to be opened by the Bank becoming nil or coming into credit at any time or from time to time or by reason of the said account or accounts being closed and fresh account or accounts being opened in respect of fresh facilities being granted within the overall limit sanctioned to the Borrower.
9. Notwithstanding the Bank's rights under any security which the Bank may have obtained or may obtain the Bank shall have the fullest liberty to call upon the Guarantor/s to pay the Guaranteed Sum together with interest as well as costs, charges and expenses and / or other monies for the time being due to the Bank in respect of and / or under the Loan or any of them without requiring the Bank to realise from the Borrower the amount due to the Bank in respect of the Loan and / or requiring the Bank to enforce any remedies or security/ies available to the Bank.
10. The Guarantee herein contained shall not be determined or in any way prejudiced by any absorption of or by the Bank or by any amalgamation thereof or therewith but shall ensure and be available for any by the absorbing or amalgamated Bank or concern.
11. The Guarantee herein contained shall be irrevocable and enforceable against the Guarantor/s notwithstanding any dispute between the Bank and the Borrower.
12. The Guarantor/s affirm and confirm and declare that any balance confirmation and / or acknowledgement of debt and / or admission of liability given or promised or part payment made by the Borrower or the authorised agents of the Borrower to the Bank shall be deemed to have been made and / or given by or on behalf of the Guarantor/s themselves and shall be binding upon each of them.
13. The Guarantor/s shall forthwith, on demand made by the Bank, deposit with the Bank such sum of security/ies as the Bank may from time to time specify for the due fulfillment of their obligations under the Guarantee and any security/ies deposited with the Bank may be sold by the Bank after giving the Guarantor/s a reasonable notice of sale and the said sum or the proceeds of sale of the security/ies may be appropriated by the Bank in or towards satisfaction of the said obligations and any liability arising out of non-fulfillment thereof by the Guarantor/s.
14. The Guarantor/s hereby agree that notwithstanding any variation made in terms of the Loan Agreement and / or any of the said security documents including reallocation / interchange of the individual limits within the Guaranteed Sum, variation in the rate of interest, extension of the date for payment of the instalments, if any, composition made between the Bank and the Borrower to give time to or not to sue the Borrower, or the Bank parting with any of the security/ies given by the Borrower,



\_\_\_\_\_  
Guarantor

the Guarantor/s shall not be released or discharged of their obligation under this Guarantee provided that in the event of any such variation or composition or agreement the liability of the Guarantor/s shall notwithstanding anything herein contained be deemed to have accrued and the Guarantor/s shall be deemed to have become liable hereunder on the date or dates on which the Borrower shall become liable to pay the amount / amounts due under the Loan Agreement and/or any of the said security documents as a result of such variation or Composition or agreement.

15. The Guarantor/s hereby agree and confirm that the Bank shall be entitled to adjust or set off all monies held by the Bank to the credit of or for the benefit of the Guarantor/s on account or otherwise howsoever towards the discharge and satisfaction of the liability under these presents.
16. The Bank may recover from the Guarantor/s to the extent herein before mentioned notwithstanding that the principal Borrower or his agents, partners, directors or officers may have exceeded his or their powers or that the arrangements with the Bank may have been ultra vires and without being bound to enforce its claim against the Principal Borrower or any other person or other security/ies held by the Bank. The Bank shall not be bound to enquire into powers of the Principal Borrower or his agents or partners, directors or officers purporting to act on behalf of the Principal and all moneys dues or liabilities incurred shall be deemed to form part of the present guarantee.
17. The Guarantor/s agree that notwithstanding the Bank for any reason losing and / or parting with any of the security/ies given by the Borrower the Guarantor/s shall not be released or discharged of their obligations under this Guarantee and in the event of the Bank so losing or parting with the security/ies, the Guarantor/s shall be deemed to have consented to or acquiesced in the same.
18. The Guarantor/s agree that if the Borrower being an individual becomes insolvent or being a company enters into liquidation or winding up (whether compulsory or voluntary) or if the management of the undertaking of the Borrower is taken over under any law or if the Borrower and / or the Borrower and/or the undertaking of the Borrower is nationalised under any law or make any arrangement or composition with creditors the Bank may (notwithstanding payment to the Bank by the Guarantor/s or any other person of the whole or any part of the amount hereby secured) rank as creditor and prove against the estate of the Borrower for the full amount of the Bank's claim against the Borrower or agree to and accept any composition in respect thereof and the Bank may receive and retain the whole of the dividends composition or other payments thereon to the exclusion of all the rights of the Guarantor/s in competition with the Bank until the Bank's all claims are fully satisfied and the Guarantor/s will not be paying off the amounts payable by them or otherwise prove or claim against the estate of the Borrower until the whole of the Bank's claims against the Borrower have been satisfied and the Bank may enforce and recover payment from the Guarantor/s of the full amount payable by the Guarantor/s notwithstanding any such proof or composition as aforesaid. On the happening of any of the aforesaid events, the Guarantor/s shall forthwith inform the Bank in writing for the same.
19. The Guarantee hereby given is independent and distant from any security/ies that the Bank has taken or may take in any manner whatsoever whether it be by way of hypothecation, pledge and / or mortgage and of any other charge over goods moveable or other assets and / or any other properties moveable or immoveable and the Guarantor/s have not given this Guarantee upon any understanding, faith or belief that the Bank has taken and / or may hereafter take any or other such security and notwithstanding the provisions of Sections 140 and 141 of the Indian Contract Act, 1872 or other sections of that act or any other law the Guarantor/s will not claim to be discharged to any extent because of the Bank's failure to take any or other such security/ies or in requiring or obtaining any such or other such security/ies or losing for any reason whatsoever including reasons attributable to its default and negligence benefit of any or other such security/ies or any of rights to any or other such security/ies that have been or could have been taken.
20. The Guarantor/s agree that any admission or acknowledgment made in writing signed by the Borrower of the liability or indebtedness of the Borrower or otherwise in relation to the Loan and / or any part payments as may be made by the Borrower towards the Principal Sum hereby guaranteed or any judgement, award or order obtained by the Bank against the Borrower shall be binding on the Guarantor/s and the Guarantor/s accept the correctness of any statement of account that may be served on the Borrower and the same shall be binding and conclusive as against the Guarantor/s also. The Guarantor/s further agree that in the Borrower making an acknowledgment or making a payment the Borrower shall in addition to personal capacity be deemed to act as the Guarantors' duly authorised agent in that behalf for the purpose of but not limited to Sections 18 and 19 of the Limitation Act, 1963.
21. The Guarantor/s agree that the amount due under or in respect of the Loan and hereby guaranteed shall be payable to the Bank on the Bank's serving the Guarantor/s with a notice requiring payment of the amount and such notice shall be deemed to have been served on the Guarantor/s by actual delivery thereof to the Guarantor/s or by dispatch thereof by Registered Post or Certificate of Posting or by courier or by any other means to the Guarantors' address herein given or any other address in India to which the Guarantors' may, by written information, give the Bank a request that communication addressed to the Guarantor/s be dispatched. Any notice dispatched by the Bank by Registered Post or by Certificate of Posting or by courier or by any other means to the address to which it is required to be dispatched under this clause shall be deemed to have been duly served on Guarantor/s four (4) days after the date thereof and shall be sufficient if it is established that such notice, communication or demand was properly addressed and sent.



\_\_\_\_\_  
Guarantor

**SCHEDULE**

Description of the Guarantor:

Name of the Guarantor: Mr./Ms./Messrs \_\_\_\_\_

Father's/Husband's name Mr. \_\_\_\_\_

Form of organisation \_\_\_\_\_

Partnership firm registered under the Indian Partnership Act, 1932/a Company incorporated under the Companies Act, 2013  
Address / Registered Office Address of the Guarantor: \_\_\_\_\_

Name with Title: \_\_\_\_\_  
(Proprietor / Partner / Managing Director / Director / Authorised Signatory)



SIGNED AND DELIVERED by the withinnamed

\_\_\_\_\_

Guarantor

Name \_\_\_\_\_

**AUTHORITY LETTER FROM THE PARTNERS  
FOR THE BORROWING AND CREATION OF SECURITY**  
(On the letterhead of the firm)

Date

DCB Bank Limited (the "Bank")

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

Dear Sir/Madam,

We the undersigned partners of M/s. \_\_\_\_\_ (the Firm) the Credit Facilities to the extent of ₹ \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) (the "Facilities")

WE FURTHER DECLARE THAT

1. The Firm does borrow and avail Facilities from Bank on the term and condition as may be finalised by any of Mr. \_\_\_\_\_ and/Mr. \_\_\_\_\_ who are jointly and/or severally authorised to settle and finalise the term and also agree to such amendments, modifications or revision thereof as are acceptable to Bank for and on behalf of the Firm.
2. The Firm does authorise, Mr. \_\_\_\_\_ and/Mr. \_\_\_\_\_ jointly and/or severally to sign and execute the Loan Documentation including promissory note, loan agreement, security agreement, hypothecation deed, mortgage documents, letter of continuity, indemnity, guarantee, letter of lien, assignment letter and various other documents as required by the Bank, in respect of the Facilities and to take such other action as may be required in these regards.
3. The Firm does authorise Mr. \_\_\_\_\_ and/Mr. \_\_\_\_\_ to create a mortgage / extension of mortgage by deposit of title deeds in favour of the Bank by depositing the title deeds / documents / evidences / writing with the Bank by giving an oral consent to Bank to continue to hold and retain the title deeds / documents / evidences / writings in respect of the company's immovable properties situated at \_\_\_\_\_ together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth (hereinafter collectively referred to as the "said immovable Properties") to secure the due repayment by the Firm of its Facilities indicated above together with interest, additional interest, further interest by way of liquidated damages, compound interest, commitment charges, premia or repayment or on redemption, guarantee commission, commission for letters of credit, costs, charges, expenses and other monies including any increases as a result of Devaluation / Revaluation / Fluctuation in the rates of Exchange of Foreign currencies involved payable by the Firm to the Bank under the Loan Agreement / Letters of Sanction / Memo of terms and conditions as amended from time to time.
4. The Firm does hereby authorise Mr. \_\_\_\_\_ and/Mr. \_\_\_\_\_ Partners of the Firm to be and are hereby severally authorised to deliver to and deposit with the Bank the title deeds, writings and evidence with the Bank and to give oral consent as aforesaid for and on behalf of the Firm with an intention to create a mortgage / extend the mortgage over the said immovable Properties belonging to the Firm.
5. The Firm does hereby authorise any two of the Partners of the Firm to execute letters of Acknowledgment of Debt / Balance confirmation letters favouring the Bank for and on behalf of the Firm acknowledging the liabilities of the Firm to the Bank in respect of the various Credit Facilities availed by the Firm from time to time as and when called upon to do so by Bank.
6. The Firm does authorise Mr. \_\_\_\_\_ and Mr. \_\_\_\_\_ to procure Guarantees from Mr. \_\_\_\_\_ and Mr. \_\_\_\_\_ to execute letters of guarantee and letters of Acknowledgment of Debt/Balance confirmation letters in their respective personal capacity and on behalf of the Firm as guarantors favouring the Bank to secure the various Credit Facilities availed / to be availed by the Firm from the Bank and acknowledging their liability as guarantors to the Facilities.
7. The Firm shall request
  - (1) \_\_\_\_\_ ;
  - (2) \_\_\_\_\_ ;
  - (3) \_\_\_\_\_ ;
  - (4) \_\_\_\_\_ ; and
  - (5) \_\_\_\_\_ ;

to create mortgage over their / his respective properties favouring the Bank to secure the various Credit Facilities availed / to be availed by the Firm from the Bank.

8. The Firm further authorises and states that Mr. \_\_\_\_\_  
and Mr. \_\_\_\_\_  
do all acts, deeds, matters, things and do execute any documents, writings, agreements, deeds, declarations and undertakings as may be necessary on behalf of the Firm for availing of such advances / Facilities.
9. Such acts of execution will bind all the partners and their respective heirs, executors, administrators, successors in their individual capacity.

| NAME | INDIVIDUAL SIGNATURE |
|------|----------------------|
|      |                      |
|      |                      |
|      |                      |
|      |                      |



**BOARD RESOLUTION**  
(On the letter head of the Company)

Certified true copy of an extract from the minutes of the meeting of the Board of Directors of \_\_\_\_\_  
\_\_\_\_\_ (the "Company") duly convened with an appropriate quorum held on  
\_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. at the Registered Office

**"RESOLVED THAT** the Company do hereby shall borrow from DCB Bank Limited (the "Bank") a Home Loan / Business Loan (the "said Loan") up to an extent of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for the purpose of and on the terms and conditions contained in the sanction letter no. \_\_\_\_\_ dated \_\_\_\_\_ issued to the Company by the Bank and the Loan Agreement to be executed by and between the Company and the Bank, as per the standard format of the Bank, copy whereof was placed before this meeting and for the purpose of identification initialed by the Chairman of the Company.

**RESOLVED FURTHER THAT** the terms and conditions as to the rate of interest, processing fees, repayment terms and security to be created for availing the said Loan are hereby duly approved.

**RESOLVED FURTHER THAT** Mr. \_\_\_\_\_, director of the Company be and is hereby authorized to finalize the terms and conditions of the said Loan and submit the related documents and to execute the Loan Agreement and all related documents required by the Bank on behalf of the Company.

**RESOLVED FURTHER THAT** the Company shall provide in favour of the Bank such security/ies including but not limited to mortgage of the Property as may be agreed by the Bank at the time and in the manner as the Bank may require in connection with the said Loan sanctioned/agreed to be sanctioned by the Bank to secure the due repayment by the Company of the said Loan together with interest, additional interest, cost, expenses, fee and such other sums as may be due and payable by the Company to the Bank and that the security so created shall be a continuing security and the above named director of the Company be and is hereby authorised to execute all such security documents as may be required by the Bank and also to deposit the original title deeds and documents of immovable property situated at \_\_\_\_\_ consisting of lands, building and other structures, with intent to create security thereon by way of mortgage for the due repayment of the said Loan with interest at the agreed rates or at such other rates as may be notified to the Company by the Bank from time to time.

**RESOLVED FURTHER THAT** the Company hereby declares and assures the Bank that its total borrowings including the said Loan mentioned above are within the aggregate of its paid-up capital and free reserves as required by Section 293 of the Companies Act, 2013 within the borrowing limit sanctioned by the Resolutions passed at the General Meeting of the Members of the Company held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**RESOLVED FURTHER THAT** the common seal of the Company be affixed to the Loan Agreement, security documents, power of attorney and other documents, as may be required by the Bank in the presence of Mr. \_\_\_\_\_, director of the Company who shall in token thereof execute the Loan Agreement, security documents, power of attorney and other documents and that such documents be thereafter delivered to the Bank.

**RESOLVED FURTHER THAT** the Company do file with the Registrar of Companies the requisite particulars of charge in respect of the said Mortgage and/or any other form of charge creation within the time limit prescribed therefor by law.

Certified that the above is a true copy of the resolution passed on by the Board of Directors and that it has been entered in the usual

course of business in the minutes book of the Company and signed therein by the Chairman of the Company and is in accordance with the Memorandum and Clauses of Association of the Company.

Certified true copy

\_\_\_\_\_  
(Director)

**DECLARATION FOR SIGNING IN VERNACULAR LANGUAGE**

I, \_\_\_\_\_ son / daughter / wife  
of \_\_\_\_\_ adult and inhabitant of \_\_\_\_\_ residing at \_\_\_\_\_  
do hereby state and declare as solemn affirmation as under:

I have been read out and explained in the language known to me, the contents of the loan documents incidental to availing the loan from \_\_\_\_\_ DCB Bank Limited by me / by Mr. / Ms. \_\_\_\_\_ and I / he / she / they has / have signed the said documents after having understood them and do hereby agree to abide by all the terms and conditions of the loan and the clauses of the same.

I declare that whatever I have stated hereinabove is true and correct to the best of my knowledge and belief.

Solemnly affirmed at \_\_\_\_\_ of this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ .

×  
\_\_\_\_\_  
Borrower

×  
\_\_\_\_\_  
Co-Borrower - 1

×  
\_\_\_\_\_  
Co-Borrower - 2

×  
\_\_\_\_\_  
Co-Borrower - 3



To,  
DCB BANK LIMITED,

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

**LETTER OF UNDERTAKING REGARDING LOAN FACILITY AVAILED FROM THE BANK**

I, the undersigned Mr./Mrs./Ms. \_\_\_\_\_ (Borrower) staff hereby solemnly declare and affirm that in consideration of DCB Bank Limited (the 'Bank') having agreed to my request to extend loan facility and in consideration of any loans which the Bank may hereafter advance or grant, I shall be liable for meeting towards payment on satisfaction of all indebtedness or liability from the balance which may, from time to time, stand to my credit on any account with the Bank of any sum or sums of money now or hereafter from time to time become due to owing to the Bank by me. This is to be a continuing security and in addition and without prejudice to any other securities the Bank may now or hereafter hold.

I, further state that I have nominated on the prescribe Form "F" as required under the Payment of Gratuity Act, 1972 and under the prescribed Form under DCB Bank Limited Employees' Provident Fund Trust.

Mr./Mrs./Ms. Name of the First Nominee : \_\_\_\_\_

Mr./Mrs./Ms. Name of the Second Nominee : \_\_\_\_\_

Mr./Mrs./Ms. Name of the Third Nominee : \_\_\_\_\_

respectively to receive the Gratuity and Provident Fund payable after my death also the Gratuity and Provident Fund standing to my credit in the event of my death before the amount has become payable or having become payable has not been paid. I also hereby certify that

Mr./Mrs./Ms. Name of the First Nominee : \_\_\_\_\_

Mr./Mrs./Ms. Name of the Second Nominee : \_\_\_\_\_

Mr./Mrs./Ms. Name of the Third Nominee : \_\_\_\_\_

are a member/s of my family within the meaning of Section 2 (h) of the Payment of Gratuity Act, 1972 and for the purpose of DCB Bank Limited Employees' Provident Fund Trust. I further, undertake that I will obtain prior written permission of the Bank for any change I wish to make in the Gratuity and/or Provident Fund nomination.

Date:

Borrower's Signature

Signature of Witness:

(Signature of any Bank staff with name and employee code mentioned below the sign)



To,  
DCB Bank Limited,

\_\_\_\_\_  
\_\_\_\_\_.

**Letter of Undertaking by the Nominee**

I/We, the undersigned, Mr./Mrs./Ms. \_\_\_\_\_, Mr./Mrs./Ms. \_\_\_\_\_ and Mr./Mrs./Ms. \_\_\_\_\_ hereby solemnly declare and affirm that all the statements made herein above by Mr./Mrs./Ms. \_\_\_\_\_ are true and correct and that I/we am/are a member/members of his family within the meaning of Section 2 (h) of the Payment of Gratuity Act, 1972 and for the purpose of DCB Bank Limited Employees' Provident Fund Trust and that I/we shall be liable for meeting towards payment on satisfaction of all indebtedness of liability from the balance which may stand to the credit on any account with you on account of the said Mr./Mrs./Ms. \_\_\_\_\_.

As also the Gratuity and Provident Fund (PF) standing to his/her credit in the event of his/her death and/or before the amount has become payable or having become payable has not been paid.

Date:

Signature of Witness:

1st PF and Gratuity Nominee Signature \_\_\_\_\_

2nd PF and Gratuity Nominee Signature \_\_\_\_\_

3rd PF and Gratuity Nominee Signature \_\_\_\_\_





**STANDING INSTRUCTIONS FORM**  
(CUSTOMER COPY)

To,  
**DCB Bank Limited,**  
Mumbai.

Re : Standing Instruction for Secured Assets EMI's

I / We hereby request you to debit my / our account no. \_\_\_\_\_ in the name of

\_\_\_\_\_ held with DCB Bank Limited (the "Bank") \_\_\_\_\_ branch towards the Equated Monthly Installments (EMIs) for the Secured Assets availed from the Bank, the details of which are given hereunder.

Borrower's Name:

Upper limit for EMI Amount (in Figure):

Upper limit for EMI Amount (in Words):

Number of Installments:

I / we have also enclosed 3 (three) Security cheques for the EMI along with this letter.

I / we undertake to keep my / our account funded for executing the instructions given above.

Thanking you,

Yours sincerely,

Name(s) of the Account Holders(s):

Signature(s) of the Account Holders(s):

1.

2.

3.

Date :

---

For Bank use : (To be filled in by Bank officer)

Secured Assets A/c. No.:

EMI Start Date :

EMI End Date :





**DCB BANK**

DCB Bank Limited