

SD[R&M]-10(C)

AGREEMENT FOR HOME LOANS

DHANLAXMI BANK LTD.

.....Branch

WHEREAS at the request of Mr./Ms/Mx.....

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.....
(hereinafter called the “Borrower”, which expression wherever the context admits shall include his/her/their heirs, successors, legal representatives, executors and assignees from time to time) contained in his/her/their application dated.....
hereto annexed, DHANLAXMI BANK LIMITED, a duly incorporated Scheduled Commercial Bank being governed by the provisions of the Banking Regulation Act, 1949, having its Registered Office at Dhanalakshmi Buildings, Naickanal Thrissur, and Corporate Office at Punkunnam, Thrissur, Kerala State in India and branches at various places

including the one at.....
(hereinafter called the “Bank”, which expression wherever the context admits shall include its successors and assigns from time to time) has agreed to grant the Borrower a home loan

(hereinafter called ‘loan’) of Rs...../-

(Rupees.....

.....only)

for purchase / construction/ repairs / renovation/ addition / of a flat/house situated at.....

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.....

NOW IN CONSIDERATION of the Bank having agreed to grant the loan as stated above, the Borrower hereby agrees /undertakes/declares as follows:

- 1. The loan will be disbursed consistent with the progress of the construction/ addition/repairs/renovations of the house/flat, evidenced by the report of a qualified Engineer or in one lump sum or in accordance with the schedule of payment of the developer if the project is pre- approved by the Bank at the sole discretion of the Bank as shown in Schedule I and the payment will be made by means of cheque/pay order/demand draft drawn in favour of the person/s to whom the Borrower may desire to make payment for the purpose of purchase/construction/addition/extension of the house/flat, viz. vendors, developers, construction contractor/s, suppliers of building materials, other banks etc. and if deemed fit by the Bank by credit to the Borrower’s account. The Bank reserves the right to reduce the loan if the Bank in its assessment feels that the amount sanctioned is in excess of the requirement, such reduction, may be made by the Bank without assigning any reason and the Bank’s decision in this respect shall be final.
- 2. The Borrower shall obtain at the Borrower’s cost and produce before the Bank to the satisfaction of the Bank all or any of the documents relating to the house/flat and the land on which the house/flat constructed or to be constructed is situated including agreement for sale, approved building plan, No Objection Certificate from the Corporation/Municipality/local authority or any other statutory bodies, building construction commencement certificate, architect’s certificate, share certificates from the housing co-operative society, relevant title deeds of the said land, house/flat, certificate from the advocate/solicitor approved by the Bank certifying that the Borrower

has /would have a clear and marketable title to the said land/house/flat purchased or proposed to be purchased by the Borrower. The Bank shall disburse the loan only after satisfying all the requirements relating to creation of security.

3. The Borrower shall mortgage the said land/house building/flat, as the case may be, purchased /constructed/renovated by the Borrower out of this loan by deposit of title deeds or through a registered mortgage as may be stipulated by the Bank and to the satisfaction of the bank.
4. The Borrower shall repay the amount as per the stipulated repayment schedule [hereinafter referred to as Equated Monthly Installments (EMI)], which includes the interest calculated at the applicable rate and as shown in Annex C of the Key Fact Statement (KFS) of this Agreement or according to any other Schedule that may be agreed to by the Bank in writing. If the said loan has been sanctioned for purchase of ready built house/flat, the Borrower shall pay the first monthly instalment in the month following the month of disbursement of loan and subsequent monthly instalments shall be paid as detailed in Annex C of the Key Fact Statement (KFS) of this Agreement. If the said loan has been sanctioned to the Borrower for construction/addition/extension of an existing house/flat, the Borrower shall pay the instalments as per Annex C of the Key Fact Statement (KFS) of this Agreement after the moratorium period as stipulated by the Bank in the respective sanction letter. However, Borrower shall be at liberty to service/pay the interest portion of the sanctioned amount.
5. The Bank may in its sole discretion alter/reschedule the instalments and if deemed fit, stipulate a new repayment schedule, at any stage of the currency of the said loan. The Borrower further agrees that even after payment of all the equated monthly instalments as stated above, if any amount is left outstanding in the said loan account by way of principal or interest or penal charges, other charges and expenses, costs, if any on account of delayed payment of instalment, or any other debits made in the account or any other valid reason the Borrower shall pay the said amount in lump sum and liquidate the said loan account. The Borrower understands that repayment instalments will be adjusted partly towards interest and partly towards principal as per the rules of the Bank from time to time.
6. ¹(in the case of fixed rate) The Borrower agrees to repay the loan amount to the Bank together with interest at the rate of % per annum with monthly rests and compounded, rising and falling therewith calculated respectively on the daily balance of the amount due, subject to revision by the Bank. The Borrower agrees to repay the loan amount together with interest as aforesaid in months in Equated Monthly Instalments (EMI) as detailed below:

¹ Strike out if not applicable

²The first EMI will commence on completion of one (01) month from the date of availment of final disbursement (e.g., If final disbursement of the loan is on 16-07-2024, the EMI begin date will be on 16-08-2024) or,

³If the final disbursement is done on or before 20th of a month, the first EMI begin date shall beday of next month and if the final disbursement is after 20th of a month, the EMI begin date shall beday of next-to-next month and interest till of next month from date of disbursement to be serviced by the borrower.

The remaining EMIs shall be payable to the Bank on or before the same day of succeeding months as more fully described in Annex C of the Key Fact Statement (KFS) of this Agreement.

⁴**(For loan linked to MCLR)** The Borrower agrees to repay the loan amount to the Bank together with interest at the rate of % above the Marginal Cost of Funds based Lending Rate of the Bank (hereinafter referred to as MCLR) The present MCLR of the Bank is % and accordingly, the current rate of interest payable by the Borrower shall be % per annum with monthly rests and compounded, rising and falling therewith calculated respectively on the daily balance of the amount due, subject to revision by the Bank or at such other rates that the Bank may stipulate from time to time. The borrower agrees to repay the loan amount together with interest as aforesaid in months in Equated Monthly Instalments (EMI) as detailed below:

⁵The first EMI will commence on completion of one (01) month from the date of availment of final disbursement (e.g., If final disbursement is on 16-07-2024, the EMI begin date will be on 16-08-2024) or

⁶If the final disbursement of the loan is made on or before 20th of a month, the first EMI begin date shall be day of next month and if the final disbursement is after 20th of a month, the EMI begin date shall beday of next-to-next month and interest till of next month from date of disbursement to be serviced by the borrower.

The remaining EMIs shall be payable to the Bank on or before the same day of succeeding months as more fully described in Annex C of the Key Fact Statement (KFS) of this Agreement.

⁷**(For loan linked to Repo Rate)** The Borrower agrees to repay the loan amount to the Bank together with interest at the rate. % above the Repo Rate of RBI (hereinafter referred to Repo Rate). The present RBI's Repo Rate is% and accordingly, the current rate of interest payable by

2 Strike out if not applicable

3 Strike out if not applicable

4 Strike out if not applicable

5 Strike out if not applicable

6 Strike out if not applicable

7 Strike out if not applicable

the Borrower shall be% per annum; with monthly rests and compounded, rising and falling therewith calculated respectively on the daily balance of the amount due, subject to revision by the Bank or at such other rates that the Bank may stipulate from time to time The borrower agrees to repay the loan amount together with interest as aforesaid in months in Equated Monthly Instalments (EMI) as detailed below:

⁸The first EMI will commence on completion of one (01) month from the date of availment of final disbursement (e.g., If final disbursement is on 16-07-2024, the EMI begin date will be on 16-08-2024) or

⁹If the final disbursement of the loan is made on or before 20th of a month, the first EMI begin date shall beday of next month and if the final disbursement is after 20th of a month, the EMI begin date shall beday of next-to-next month and interest till of next month from date of disbursement to be serviced by the borrower.

The remaining EMIs shall be payable to the Bank on or before the same day of succeeding months as more fully described in Annex C of the Key Fact Statement (KFS) of this Agreement.

7. The Borrower agrees that the Bank shall at any time or from time to time be entitled to change or vary the rate of interest in respect of the loan depending on the changes in the MCLR of the Bank/RBI's Repo Rate or the directives of the Reserve Bank of India from time to time or on the policy of the Bank on advances or on the Borrower's credit rating with the Bank is downgraded and the Borrower hereby waives the requirement of notice on the change/revision of interest and a notice in the bank's notice board or website of the Bank or a report in the newspaper on change/revision of interest rate shall be deemed to be sufficient notice to the Borrower and such interest shall be payable whether debited to the loan account or not.
8. The Borrower undertakes to repay the loan as per the repayment schedule as specified in Annex C of the Key Fact Statement (KFS) of this Agreement and as per the period provided for the loan. Since the Bank has allocated the loan for the period agreed upon, the Borrower shall be liable to pay at such rate as the Bank may specify from time to time as commitment charges if the entire loan sanctioned is not availed within the stipulated period ¹⁰and the Bank also reserves the right to charge a fee / penalty as detailed in the key fact statement hereinbelow for pre-payment/foreclosure of the loan or for takeover of the loan by another institution as may be stipulated by the Bank from time to time.
9. The borrower understands that if the principal or interest payment or any other amount wholly or partly became overdue, the account shall be classified as special mention

8 Strike out if not applicable

9 Strike out if not applicable

10 strikeout the words starting from 'and' if foreclosure /prepayment charges are not applicable

account (SMA) and thereafter as non-performing asset (NPA) in tune with the guidelines of the Reserve Bank of India from time to time. For example: If due date of a loan account is March 31, 2021, and full dues are not received on or before the said due date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 on April 30, 2021 i.e., upon completion of 30 days of being continuously overdue. Similarly, if the account continues to remain overdue, it shall get tagged as SMA2 on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon on June 29, 2021.

10. The Borrower further agrees that the Bank shall have an unqualified right to recover all the expenses incurred by the Bank of whatever nature in connection with the recovery actions including but not limited to the fees and expenses towards its Advocates and solicitors with regard to obtention of opinions, litigations, both civil and criminal, initiated either by the Bank or against the Bank with respect to the subject loan account and the Borrower hereby irrevocably and unconditionally authorizes and empowers the Bank to debit and recover the same from the loan account, the borrower also agree that the Bank shall have an unfettered right of set off or lien towards any dues in this regard.
11. The Borrower shall repay the loan in the manner indicated in Annex C of the Key Fact Statement (KFS) of this Agreement hereto and the Bank shall at any time or from time to time be entitled to levy penal charges for the non-compliance of the material terms and conditions of the loan sanctioned such as default in payment of any installment on due dates, non-submission of prescribed return etc. as more fully described in the sanction communication of the loan as well as in the key fact statement herein below and further the entire balance in the account shall become due and payable forthwith subject to the Bank's right to waive the consequences of any default and claim the entire amount at the end of the term in lumpsum . The Borrower further agree to pay the penal charges at such rates as stipulated by the Bank from time to time, if the Bank revises the penal charges during the currency of the loan.
12. The Borrower declares and confirms that the amount of the said loan or the balance then outstanding shall become payable at once in case of the death of the Borrower. In case of such an eventuality, the Bank may at its discretion either recall the said loan or continue the said loan, provided the entire outstanding dues in the loan account is taken over by survivor/ legal heirs and also upon the survivor/ legal heirs furnishing sufficient security to the satisfaction of the Bank.
13. The Borrower agrees to create security in such form and manner as may be required by the Bank to secure the principal amount of the loan together with interest, penal charges, other charges, expenses etc. due and payable by the Borrower to the Bank. The Borrower agrees to register/ record the charges created in favour of the Bank with the concerned authorities as per applicable laws. If the Borrower fails to register/ record the charges with the concerned authorities within the time frame as per applicable laws, the Bank is entitled to register/record the charges with the concerned authorities and the Bank, without any further notice, is entitled to recover the amount of any fees or additional fees or charges paid by the Bank for the purpose of registration/ recording of the said

charges either from the loan account or any other account of the borrower with the Bank.

14. The Borrower shall arrange payment of monthly instalment from his/her/their monthly salary through standing instruction, postdated EMI cheques, Electronic Clearing Service (ECS) or in any other manner the Bank may deem fit or by debit on due dates to the Borrower's savings or current account and the Borrower shall arrange with the employer or any bankers to enable the Bank to get the payment directly from the salary and any other dues payable by the Borrower from their Bank account directly and shall do all such things or acts as may be necessary for that purpose.
15. In the event of the Borrower ceasing to be in the service of the employer by retirement, resignation, death or otherwise, the Bank shall be entitled to demand the Borrower's employer to pay to the Bank the arrears of salary/bonus/gratuity/provident fund or any other terminal benefits or any other moneys payable by the employer to the Borrower in liquidation of the loan dues covered by these Presents.
16. The Borrower agrees that in the event of default in payment of instalments, the Bank may at its discretion in exercise of its right to set off or appropriate any deposits standing to the credit of the Borrower in any of the branches of the Bank. The Borrower further agrees and declares that the Bank shall have the right of lien and set off over the securities including gold/silver ornaments, share certificates including demat securities, LIC policies in the custody of the Bank or any other securities available to the Bank for any other credit facility availed by the Borrower and the Bank may sell and realize these securities to recover the loan dues covered by this Agreement.
17. The Borrower shall maintain the said land/house/flat in good marketable condition and ensure that the Bank's security interest is not jeopardized. The Borrower shall also pay the fees, rates, taxes payable to the government, corporation, municipality or any other local bodies, housing society etc. The Borrower shall also allow inspection of the house/flat by the Bank's officials or representatives without any notice to the Borrower.
18. The Borrower shall at the Borrower's cost insure and keep insured in the joint names of the Borrower/s and the Bank the house/flat at all times against fire, flood, cyclone, lightning, explosion, riot, strike, earthquake risks and other acts of God and for any such other reasons for full market value as stipulated by the Bank from time to time. The Borrower shall deliver such insurance policy/ies, cover notes, premium receipts, etc. to the Bank for inspection/records. If the Borrower fails to effect such insurance the bank may at its discretion, (but not obligatory on its part) insure the said house/flat against flood, cyclone, lightning or any other reasons and debit the premium and other charges to the Borrower's loan account with the Bank.
19. The Borrower before availing the loan or any part thereof:
 - a. If the loan is for purchase of a readymade building or flat in the name of the Borrower, he/she/they shall execute an agreement, undertaking to create a mortgage by deposit of title deeds on the property, on obtaining title with the funds availed

from the Bank and also authorize the Bank to receive back the documents directly from the Sub-Registrar's Office concerned after due registration.

- b. If the loan is for construction of a new building, repair or addition to an existing building, mortgage the plot of land where the home is to be constructed/addition to be made by any of the modes for creation of mortgage as suggested by the Bank.
 - c. Furnish additional securities, collateral or otherwise, as may be required by the Bank.
 - d. Open a Savings Bank Account /C.D. a/c with the Bank and shall, unless otherwise agreed to by the Bank in writing, deposit in the said account the proceeds of his business/agricultural pursuits, salary etc.
20. If the loan availed is for purchase of plot and construction of house and if the construction does not commence withinmonths from the date of 1st disbursement/the bank shall have the right to re-price the loan as Loan Against Property at the prevalent rate of interest at the time of re-pricing (as per sole discretion of the Bank), post doing the technical visit by the Bank with retrospective effect from the date of first disbursement. The borrower shall complete the construction within months as per sanction terms/ within months of first disbursement. It shall be the sole responsibility of the borrower to obtain completion certificate/ building tax receipt / residence certificate/ any other like certificate issued by the local authority to evidence the completion of construction within months of completion of construction, failing which the bank shall have the right to recall the entire loan with interest, costs and other usual bank charges and the borrower shall repay the amount of the loan or balance outstanding with applicable interest at once and in the event of failure to full repay the loan amount/ loan outstanding with applicable interest, the account shall be classified as NPA and the bank shall be at liberty to take such steps to recover its dues and to enforce the security as provided under law.
21. If the Borrower fails to carry out and perform any of his/her/their obligations under these presents or in the event of any damage occurring to the primary security (house constructed) from any cause whatsoever or if any event happens or is believed by the Bank to have happened which in the opinion of the Bank impairs the security hereby created or the credit of the Borrower or if the Bank shall be of the opinion that the security hereby created is otherwise in peril (as to all or any of which matters the opinion of the Bank shall be conclusive), it shall be lawful for the Bank, its agents and nominees at all time without assigning any reason and without any previous notice to the Borrower but at the Borrower's risk and expense, and if so required, as Attorney for and in the name of the Borrower, to take appropriate action to save the security and incur any expenses in their behalf and recover it from the borrower and , realise, settle, compromise and to deal with any rights or claims regarding the mortgaged house/land without being bound to exercise any of these powers or being liable for any losses in the exercise or non-exercise thereof, and notwithstanding that there may be any pending suit or other proceeding, the Borrower undertakes to transfer and deliver to the Bank all relative contracts, securities (Bazar chits, bill notes, hundies) and documents and agrees

to accept the Bank's accounts of sales and realization and to pay any shortage in the amount secured, the Bank shall be at liberty to apply any other moneys or moneys in the hands of the Bank standing to the credit of or belonging to the Borrower in or towards the payment of the balance and in the event of there being still a deficiency, the Borrower shall forthwith pay such deficiency, provided that nothing herein contained shall in any manner prejudice or affect the Bank's remedy against the person of the Borrower. The Bank shall be at liberty to lease out the building when it comes into possession of the same by exercising any of its rights and adjust the rent towards its loan. The Borrower further agrees that in the event of acquisition of the mortgaged land/building by the Govt., the Borrower shall execute necessary documents for receipt of acquisition proceeds by the Bank and that the Bank shall be at liberty to apply the proceeds towards the loan and any deficiency shall be made good by the Borrower.

22. The Borrower shall duly and punctually pay, perform and observe all rents, rates, taxes, assessments and other outgoing and covenants and obligations which ought to be paid or observed or performed by the Borrower in respect of the said securities created in favour of the Bank.
23. Notwithstanding anything herein contained, the whole advance or the balance thereof, as the case may be, shall at the opinion of the Bank become forthwith payable by the Borrower to the Bank and the Bank will be entitled to enforce its security upon the happening of any of the following events namely:
 - a. If there is default in payment of any two installments payable by or in the discharge of any of the obligations under these presents.
 - b. If any extraordinary situation shall make it improbable that the Borrower will be able to perform his obligations under this Agreement.
 - c. If after the date of this Agreement any act is committed by the Borrower in violation of any covenant or Agreement on the part of the Borrower under this Agreement.
 - d. If any distress or execution is levied or issued upon or against any part of the property of the Borrower and is not discharged or vacated within fourteen days or if a Receiver is appointed for the Borrower's business.
 - e. If the Borrower stops payment or is punished by any criminal court for any offence with imprisonment.
 - f. If any indebtedness or obligations of the borrower for payment of moneys borrowed shall become due and payable prior to the specified maturity thereof by reason of a default of the borrower or otherwise not paid when due.
 - g. If any information furnished by the Borrower to the Bank is found to be incorrect or incomplete in any material particular, the right of the Borrower to make withdrawals from the loan amount shall be suspended until the event which resulted in such suspension shall have ceased to exist to the satisfaction of the Bank or until the Bank shall have notified the Borrower that the right to make withdrawals has been restored, whichever is earlier.

- h. If any Secured Property depreciates in value to such an extent that in the opinion of the Bank further security should be given and such security is not given on written demand and/or the secured property or part thereof is alienated or transferred to third parties without the prior written consent of the Bank and/or any other charges, lien or encumbrance is created on the secured property or part thereof without the prior written consent of the Bank.
 - i. If an attachment or distraint is charged or levied on the Secured Property or any part thereof and / or proceedings are taken or commenced for recovery of any dues from the Borrower against the Secured Property.
 - j. If the Borrower fails to inform the Bank of the occurrence of any Event of Default or any event which after the notice or lapse of time, or both, would become an Event of Default;
 - k. If a cheque in respect of any monthly payment is not paid on the date thereof or where any such cheque is renewed before the date of its payment; or if a cheque in respect of any payment including but not limited to EMI is dishonoured or a standing instruction or ECS is not honoured.
 - l. If the Borrower fails to deliver PDC's in accordance with the terms of the loan or as and when demanded by the Bank;
 - m. If any Security for the Facility becomes infructuous or is challenged by the Borrower or any other person.
24. The Borrower agrees that the sanction letter allowing the facility shall be read in conjunction with the provisions of this agreement and in the event of any inconsistency in this agreement with the aforesaid sanction letter, the terms and conditions mentioned in the sanction letter shall prevail for all intents and purposes.
25. The Borrower agrees that the Bank's officials/inspectors (either internal or external) /regulators [Auditors] shall have right to conduct audit of the Borrower / transaction in the loan account or to inspect the stock/books/ equipment/transactions/security etc.as and when required by the Bank. The borrower shall obtain necessary approvals from the lessor(s), if the premises are leased/hired so as to enable the auditors to conduct such audit hassle free. The borrower shall extend all assistance to the Auditors in completing such audit or inspection smoothly and will take remedial steps to rectify deficiencies, if any noted in the audit report. The borrower further agrees that consequent upon red flagging of the loan account, the Auditors shall have the right to conduct further investigation in the loan account and in cases where the audit report remains inconclusive or is delayed due to non -cooperation by the Borrower, the Bank shall conclude the status of the account as fraud or otherwise based on the material available on the record and their own internal investigation and assessment. The cost of such audit/investigation shall be borne by the borrower.
26. The Borrower further agrees that the Borrower shall pay fee and other charges for processing the loan application, charges for mortgage by deposit of title deeds, inspection and valuation charges, legal charges, upfront fee, pre closure or fore closure

charges and other fee and charges stipulated by the Bank from time to time at the rate published in the notice board or website of the Bank from time to time.

27. The Borrower further undertakes not to utilize the amount borrowed or any part thereof for any purpose other than that for which it/they has/have been sanctioned and if the Bank has reason to believe that Borrower has violated this condition, the Bank may at its discretion recall the loan amount or any part thereof immediately. The Borrower further agrees that in case of such default, the Bank shall have the undisputed right to publish the photograph/s of the Borrower/s as a defaulter to the Bank in daily newspapers or other media as decided by the Bank, at the risk and costs of the borrower and the Borrower hereby conveys his/her/their express consent for such acts of the Bank without any further intimation to the Borrower.
28. Any delay in exercising or omission to exercise any right, power or remedy exercisable by the Bank under these presents shall not impair any such right, power or remedy or be construed to be an acquiescence in any default, nor shall the action of the Bank in respect of such default or any acquiescence affect or impair any right, power or remedy of the Bank in respect of any other or subsequent default.
29. The Borrower agrees that the Bank may transfer/assign the credit facilities to any other bank/financial Institution/Securitisation Company/Asset Reconstruction Company or any such organization or their agents without reference to the Borrower for the purpose of refinance, securitisation, asset reconstruction or outright sale and in such sale the terms and conditions of the credit sanction agreed by the Borrower with the Bank shall continue to govern and in case of default in repayment by the Borrower, the buying bank/Financial Institution/Securitisation Company/Asset Reconstruction Company or any such organization or their agents shall have recourse to the Borrower and the terms and conditions of sale shall be governed by the agreement entered into by the Bank with the buying bank/Financial institution/Securitisation Company/Asset Reconstruction Company or any such organization or their agents. The Borrower further undertakes to execute any document for doing and executing of all such acts, things, deeds, documents or assurances as the bank/ financial institution/securitization company may require for perfecting such assignment. The bank shall also be at liberty to disclose any information or data relating to the Borrower for the purpose of refinance/Securitisation/Asset Reconstruction or outright sale.
30. The Borrower agrees that the Bank shall have the absolute discretion to engage the recovery agent/s or agency/ies to recover the dues in the borrowal account(s) and to disclose the information/data relating to the Borrower or information in respect of the borrowal account with the Bank to any recovery agent/s or agency/ies as the Bank may think fit and such recovery agent/s or agency/ies shall take appropriate steps against the Borrower or against the securities offered to the Bank.
31. The Borrower specifically agrees that as a pre-condition for granting loans/advances/other non-fund based credit facilities to the Principal, the Bank shall have the unqualified right to disclose the information or data relating to the Borrower, Borrower's obligation in any credit facility granted/to be granted by the Bank and

guaranteed by the Borrower and default, if any, committed by the Borrower in discharge of his obligation or any other information as the Bank may deem appropriate and necessary to the Credit Information Companies or any other agency authorized by the Reserve Bank of India and such agencies may process the information and furnish the processed information for consideration to the banks/financial institutions and other credit grantors or registered users as may be specified by the Reserve Bank of India. The Borrower further declares that the information and data furnished by him to the Bank are true and correct.

32. If the Borrower be more than one individual, all shall be bound hereby jointly and severally and if the Borrower be a firm such firm and all members from time to time thereof and all retiring members shall be bound hereby notwithstanding any change in the constitution or style thereof and whether the firm shall consist of or be reduced to one individual. No changes whatever that may take place in the constitution of the Borrower or the Bank (whether by amalgamation or otherwise) shall impair or discharge the liability of the Borrower hereunder. The Borrower, if a firm shall not, however, makes any change in the firm without previous permission of the Bank.
33. The Borrower agrees that the securities to be created in favour of the Bank shall operate as continuing Security and shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of all or any monies due and payable under the loan sanctioned but shall extend to cover all or any monies that may become due and payable under or in connection with sanctioned loan.
34. The Borrower has the right to raise their valid complaints, if any with regard to the loans or services in connection therewith availed from the Bank. The Bank have a clear grievance(s) redressal mechanism and the same is displayed in the website of the Bank, www.dhanbank.com The borrower can raise complaints, if any either through Bank's Customer Care by calling or in person or through letter or through e-mail etc. The Bank shall deal with the such valid customer grievances in accordance with the extant guidelines.
35. That the Borrower hereby expressly authorize the Bank to approach Income Tax Department and/or any other Government Department/Authority/Agency to access the information (including without limitation, Balance Sheet, Profit & Loss Account, Income Statement and Returns) about the Borrower and their business or activity submitted by the Borrower to such authority or entity, for the purpose of verification of the same with the information submitted by the Borrower to the Bank in relation to the loan/credit facility/ies applied for / availed of from the Bank. This authorization shall continue to be valid and be in force until all amounts due to the Bank under the said loan/credit facility (ies) granted/to be granted by the Bank to the Borrower are fully repaid and received by the Bank
36. The Borrower agrees that any notice by way of request, demand or otherwise required to be served hereunder shall be sufficiently served if addressed and transmitted to his/ their address registered in the Bank or in the event of no such address being registered, to his/ their last known place of residence or business and left at such address or place

or forwarded to them by post or by courier or by any other means of transmission of documents like fax message or electronic mail service at the address or place aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and it shall be sufficient to prove that the envelope containing the notice was posted and if sent by courier or fax or electronic mail then delivery confirmation slip, fax /electronic mail confirmation message, as the case may be, shall be sufficient proof of service.

Dated this the.....day of20.....

SIGNATURE OF THE BORROWER/S

SCHEDULE I
DISBURSEMENT OF THE LOAN

1st Installment Rs...../-

2nd Installment Rs...../-

3rd Installment Rs...../-

In a lumpsum of Rs..... ../-

SCHEDULE- II
DETAILS OF SECURITIES

SIGNATURE OF THE BORROWER/S

Key Fact Statement
Part 1(Interest Rate and fees/charges)

1	Loan proposal/account No.		Type of Loan					
2	Sanctioned Loan amount (in Rupees)							
3	Disbursal Schedule (i) Disbursement in stages or 100% upfront (ii) If it is stage wise, mention the clause of loan agreement having relevant details							
4	Loan Term (year/months/days)							
5	Instalment details							
	Type of Instalments	Number of EPIs	EPI (₹)	Commencement of repayment, post sanction				
6	Interest rate (%) and type (fixed or floating or hybrid)							
7	Additional Information in case of Floating rate of interest							
	Reference Benchmark	Benchmark rate (%) (B)	Spread (%) (S)	Final rate (%) $R=(B)+(S)$	Reset Periodicity (Months)	Impact of change in the reference benchmark (for 25 bps change in 'R', Change in:)		
					B	S	EPI (₹)	No. of EPIs
8	Fee/Charges							
				Payable to the RE (A)		Payable to a third party through RE(B)		
(i)	Processing fees		One-time/Recurring	Amount (in₹) or Percentage (%) as applicable	One time/Recurring	Amount (in₹) or Percentage (%) as applicable		
(ii)	Insurance charges							
(iii)	Valuation fees							
(iv)	Any other (please specify)							
9	Annual Percentage Rate (APR) (%)							
10	Details of Contingent Charges (in ₹ or %, as applicable)							
(i)	Penal Charges, if any, in case of delayed payment							
(ii)	Other penal charges, if any							
(iii)	Foreclosure charges, if applicable							
(iv)	Charges for switching of loans from floating to fixed rate and vice versa							
(v)	Any other charges (please specify)							

Part 2 (other qualitative information)

1	Clause of Loan agreement relating to engagement of recovery agents	
2	Clause of Loan agreement which details grievance redressal mechanism	
3	Phone number and email id of the nodal grievance redressal officer	customer.complaint@dhanbank.co.in
4	Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/No)	
5	In case of lending under Collaborative lending arrangements (e.g., co-lending/outsourcing), following additional details may be furnished:	
	Name of the originating RE, along with its funding proportion	Blended rate of interest
	Name of the partner RE along with its proportion of funding	
6	In case of digital loans, following specific disclosures may be furnished	
(i)	Cooling off/look-up period, in terms of RE's board approved policy, during which borrower shall not be charged any penalty on prepayment of loan	
(ii)	Details of LSP acting as recovery agent and authorised to approach the borrower	

Illustration for computation of APR for retail and MSME loans

Sr.No	Parameter	Details
1	Sanctioned Loan amount (in Rupees) (Sl. no. 2 of the KFS template – Part 1)	
2	Loan Term (in years/months/days) (Sl. No.4 of the KFS template – Part 1)	
a)	No. of instalments for payment of principal, in case of non-equated periodic loans	
b)	Type of EPI Amount of each EPI (in Rupees) and Nos. of EPIs (e.g., no. of EMIs in case of monthly instalments) (Sl. No. 5 of the KFS template – Part 1)	
c)	No. Of instalments for payment of capitalised interest, if any	
d)	Commencement of repayments, post sanction (Sl. No. 5 of the KFS template – Part 1)	
3	Interest rate type (fixed or floating or hybrid) (Sl. No. 6 of the KFS template – Part 1)	
4	Rate of Interest (Sl. No. 6 of the KFS template – Part 1)	
5	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in Rupees)	
6	Fee/charges payable (In Rupees)	
A	Payable to the RE (Sl. No. 8A of the KFS template – Part 1)	
B	Payable to third party routed through RE (Sl. No. 8B of the KFS template – Part 1)	
7	Net disbursed amount (1-6) (in Rupees)	
8	Total amount to be paid by the borrower (sum of 1 and 5) (in Rupees)	
9	Annual Percentage rate – Effective annualised interest rate (in percentage) (Sl. No. 9 of the KFS template – Part 1)	
10	Schedule of disbursement as per terms and conditions	
11	Due date of payment of instalment and interest	

