



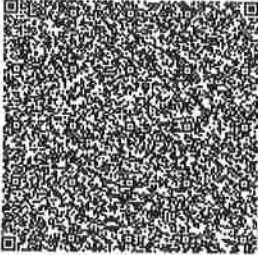
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL85651919822042Q
Certificate Issued Date	: 03-Oct-2018 04:04 PM
Account Reference	: IMPACC (IV)/ dl854103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85410375929384945104Q
Purchased by	: IDFC BANK LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: IDFC BANK LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: IDFC BANK LTD
Stamp Duty Amount(Rs.)	: 50 (Fifty only)



.....Please write or type below this line.....

Vikash Singh

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcllestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

PERSONAL LOAN AGREEMENT

This Agreement made on the day, month and year set out in the Annexure hereto between the person(s) named in the annexure to this Agreement (hereinafter referred to as "the Borrower", which expression shall, unless the context otherwise requires, include his/her/their heirs, executors and permitted assigns) of One Part;

AND

IDFC BANK LIMITED, a company registered under the Companies Act, 2013 and a banking company within the meaning of Banking Regulation Act, 1949 having its Registered Office at KRM Tower, 7th Floor, No: 1, Harrington Road, Chetpet, Chennai-600031, Tamilnadu, India, and among others, a branch office at the place specified in Annexure hereto (hereinafter called "The Bank" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the Second Part.

The Borrower and the Bank are hereinafter collectively referred to as 'Parties' and individually as the 'Party'.

WHEREAS, The Borrower has/have approached the Bank for grant/sanction of loan for the amount and the purpose ("Purpose") as stated in the Schedule hereto which the Bank, has vide Sanction Letter agreed to grant/extend to the Borrower. The Parties hereto are desirous of recording the terms and conditions in relation to the Loan to be made by the Bank to the Borrower on the terms and conditions hereinafter contained.

Unless a contrary indication appears, any reference in this Agreement to:

- i) Any expression not defined herein but defined in the General Clauses Act, 1897, the meaning or interpretation assigned to such expression therein shall also carry the same meaning herein;
- ii) A person includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
- iii) the singular includes the plural (and vice versa);
- iv) reference to the masculine gender includes references to the feminine gender and the neuter gender and vice versa.

NOW, THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS-

1.1. INTEREST

1.1.1. The Borrower shall pay interest on the Loan as per the Rate of Interest specified in the Annexure as amended from time to time and shall be computed and debited to the Loan Account as following-

- i) On the day of each calendar month/quarter/half year/year as stated in the Annexure;
- ii) Taking the basis of 365 days a year;
- iii) On the actual amount outstanding on the last day of the preceding period of one month/quarter/half year/year as stated in the Annexure.

1.2. FEES/CHARGES/COSTS

1.2.1. The Borrower has paid/agreed to pay on or before the disbursement of the Loan to the Bank the processing charges, service charges, disbursement charges, collection charges (if payments are made to a third party beneficiary), penalties (if any), registration charges, other charges/fees/costs etc. as mentioned in the Annexure. Such processing fees, service charge and /or other charges/fees/costs shall be non-refundable and would be payable to the Bank whether or not the Loan has been drawn down.

1.2.2. All fees/charges to be paid pursuant to this agreement shall be exclusive of goods and services tax (GST), as may be applicable. The services accounting code would be provided by IDFC Bank and shall be binding on customer/borrower/client/counter party

1.2.3. The Borrower agrees and covenants with the Bank to promptly pay (a) the applicable stamp duty on this Agreement and also on such other documents as may be executed in relation / incidental to the presents, (b) all present and future taxes which may include any duties, expenses and other charges whatsoever in relation to this Agreement, the Loan and/or the Security or any other charges or benefits under this Agreement including interest (overdue interest/additional interest) penalty and (c) all other charges, costs and expenses from time to time specified by the Bank (including all costs and expenses incurred or paid by the Bank) in relation to this Agreement and/or any Security and/or for recovery of the Loan or any part thereof. In case of failure of the Borrower to pay the foregoing, the Bank shall be entitled to debit all other amounts due and payable by the Borrower under this Agreement to the Loan Account and the same shall form part of the Loan

2. DISBURSEMENT

2.1. The Bank shall, subject to the provisions of this Agreement and unless agreed between the Borrower and the Bank otherwise,

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disburse the Loan by issuing a Banker's Payment Order or a Demand Draft crossed as "A/c Payee only":

- i) In the name of such party(ies) as per the instructions of the Borrower
- ii) In the name of the previous financier towards the repayment of the previous loan to be taken over by utilising the Loan; or
- iii) in the name of the Borrower, at the discretion of the Bank.

The disbursement made as above shall be deemed to be a disbursement to the Borrower.

2.2. The Bank may not disburse at any time, any amount under the Loan unless the following conditions are complied with in the sole discretion of the Bank:

- i) This Agreement is duly executed and delivered to the Bank by the Borrower;
- ii) The Borrower's submission to the satisfaction of the Bank of a certificate of employment from his employer and his financial statements;
- iii) The Borrower's submission to the Bank, post-dated cheques towards repayment instalments; and
- iv) Any other document or writing as the Bank may require in its sole discretion.
- v) The Borrower(s) having furnished such Security as may be required by the Bank, as more specifically detailed in the annexure, in a form and manner satisfactory to the Bank.

Provided that the Bank may not, having disbursed any amount, disburse any further amount under the Loan unless the following conditions are complied with in the sole discretion of the Bank before such further disbursement:

- i) No event of default shall have occurred;
- ii) The Borrower shall have produced evidence of the use of prior disbursements;
- iii) The Borrower shall have assigned in favour of the Bank, the insurance policy (ies) as required by the Bank;
- iv) The Borrower shall have produced his periodic financial statements; and
- v) The Borrower shall have produced all or any other documents or writings as required by the Bank in its sole discretion, which shall be binding on the Borrower.

3. Repayment

3.1. The Loan (including the principal, interest thereon and any other charges, premium, fees, taxes levies or other dues payable by the Borrower to the Bank in terms of this Agreement) shall be repayable by the Borrower to the Bank-

- i) At the Branch (or at any other branch of the Bank or at any other place as may be notified by the Bank) by way of standing instruction and/or electronic clearing system or in any other manner as the Bank may specify from time to time in writing.
- ii) By way of EMI as mentioned in the Annexure towards repayment of principal and interest; and

3.2. Notwithstanding anything to the contrary contained in the present, the Borrower agrees with the Bank that the Bank shall have the right at any time or from time to time to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof in such manner and to such extent as the Bank may at its sole discretion decide.

3.3. The Borrower also undertakes and agrees to pay the interest on the loan, free from any deduction whether on account of tax or otherwise. The Borrower shall hold the Bank harmless and fully indemnified for any claim which may be made in this regard by any tax authorities and undertake to pay forthwith any such demands which the Bank may become liable to pay. If the Borrower fails to pay the amount so demanded by the Bank, then the Borrower hereby authorises the Bank to enforce any Security that might have been created in relation to the Loan, for the purpose of recovery of the said tax amount.

3.4. Delay in payment of EMI etc.

- i) On happening of any Event of Default as set out in Article 7 of this Agreement:
 - a) Such defaulted amount shall carry Default Interest Rate, computed from the respective due dates and shall be compounded on daily basis; and
 - b) The Borrower shall at its own cost create additional security interest in such form and manner as may be required by the Bank.
- ii) The default interest shall be charged/debited to the Loan Account on the respective due dates and shall be deemed to form part of the outstanding Loan.
- iii) The Borrower agrees to issue ECS/SlIs (referred to as 'Repayment Instructions' in the agreement) for the repayment of the Loan and is fully cognizant that dishonor of the repayment of the Loan is a criminal offence under the law. Additionally, the Bank will also accept payment through NEFT/RTGS and the Borrower can choose to avail such options when required to make payment towards the loan account.

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- iv) The Borrower acknowledges that the ECS/Sl mode of repayment is issued in favor of the Bank, in advance for the payment of the EMIs. The Bank may at any time at its sole discretion, with prior notice to the Borrower, make a demand for the repayment of the loan and dues thereto. The Borrower shall not revoke the ECS/Sl mode for payment of the EMIs during the tenure of this Agreement, except with the prior approval of the Bank. In case the Borrower revokes his/her consent to participate in the ECS/Sl mode without obtaining the prior written consent of the Bank, the same shall be deemed to be an 'Event of Default', as defined in this Agreement the Bank shall have the right to forthwith recall the Loan without giving any notice to the Borrower. Notwithstanding anything contained herein, the Bank shall have the right to initiate criminal action or take any other action/remedy available under the applicable laws against the Borrower.
 - v) The Borrower undertakes that in the event of any variation in:
 - a) The date of payment of EMI or any other amount payable under this Agreement;
 - b) The amount of interest, principal or EMIs;
 - c) The numbers thereof;
 or if otherwise required by the Bank, the Borrower shall forthwith issue fresh PDCs/ ECS/Sl instructions to the Bank as may be required by the Bank.
 - vi) If the Borrower at any time during the tenure of the Loan, wishes to replace any Repayment Instrument (Sl/ NACH mandate) with another then the Borrower will be required to pay swap charges as may be determined by the Bank for every Repayment Instrument so replaced. It is clarified that it shall be at the sole discretion of the Bank to either replace the Repayment Instrument or to refuse the same.
 - vii) Notwithstanding anything to the contrary contained in this Agreement and irrespective of the mode of repayment selected by the Borrower, upon any default by the Borrower in repayment of any of the EMI/any other amount due under the Agreement, the Bank shall be entitled, without prejudice to its other rights under the Agreement or law, to present and/or re-present the Repayment Instrument issued by the Borrower in favour of the Bank.
- 3.5. In case the Borrower has availed internet banking facility of the Bank for repayment of the Loan, then in that event, the Borrower shall, in addition to the provisions of the presents, be bound by the rules and regulations formulated by the Bank in regard to internet banking facility.
- 3.6. Prepayment of Loan
- 3.6.1. The Bank may, at its sole discretion and on such terms as to part pre-payment fees, etc., as it may prescribe from time to time, permit pre-payment or acceleration of EMIs at the request of the Borrower. Subject to the applicable laws and if permitted by the Bank, the Borrower shall and pay to the Bank such part Pre-payment charges mentioned in the Annexure, as amended from time to time. Provided that the Borrower shall not have a right to prepay any part or all of the Loan upto the date of payment of 3 EMIs commencing from the repayment of the Loan, and that the Borrower shall have a right to prepay only 40% of the disbursed loan amount as part pre-payment in a year.
- 3.6.2. Subject to above, if the Borrower pre-pays only a part of the Loan, the Bank shall be entitled to adjust the amount pre-paid against the amount payable by the Borrower in such manner as the Bank thinks fit. In such an event the Bank shall be entitled to reschedule the repayment schedule at its sole discretion (including an option to reduce the tenor of the Loan while keeping EMIs payable by the Borrower the same) and the Borrower agrees to adhere to such altered re-payment schedule.
- 3.6.3. The Bank may, at its sole discretion and on such terms as to foreclosure fees, etc., as it may prescribe from time to time, permit foreclosure of the loan at the request of the Borrower. Subject to the applicable laws and if permitted by the Bank, the Borrower shall and pay to the Bank such Foreclosure charges mentioned in the Annexure, as amended from time to time. Provided that the Borrower shall not have a right to foreclose the Loan upto the date of payment of 3 EMIs commencing from the repayment of the Loan.
- 3.7. Recall of the Loan by the Bank:
- The Borrower agrees that the Bank shall be entitled to, at any time, in its discretion, recall the Loan by giving to the Borrower notice in writing. It is specified that the repayment schedule set out in the Annexure is without prejudice to the Bank's right to recall the entire Loan and to demand payment of the Loan. Upon the expiry of the period of notice, if any given, the Loan shall immediately stand repayable by the Borrower to the Bank.

4. Loan Protection Insurance

- 4.1 The Borrower shall procure such Loan Protection Insurance from a Bank enlisted insurance service provider, as may be acceptable to the Bank, in order to protect the Borrower against any risk of payment incapacities in case of critical illness/ disability/death/job loss, as per the scope of the Insurance Policy. The premium of such Insurance, if opted, may be paid either separately by the Borrower or may be included in the loan amount. Any cancellation of such Insurance may be permitted during the tenor of the loan, as defined in the scope of the Insurance Policy. Such Insurance shall be assigned to the Bank in a form and manner satisfactory to the Bank. The Bank shall be mentioned as the first loss payee under the insurance policy.

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5. Borrower's Representations, Warranties, Covenants and Undertakings

5.1. With a view to induce the Bank to grant the Loan, the Borrower, hereby represents/warrants to/covenants/undertakes with the Bank that the Borrower-

5.1.1. Has furnished true and complete details in the Application are complete and correct;

5.1.2. Shall utilise the Loan only for the purpose for which the same is availed of;

5.1.3. There are no pending claims demands litigation or proceedings against the Borrower before any court or authority;

5.1.4. Shall (in case of more than one borrower) be jointly and severally liable to repay the Loan, interest and all other sums due and payable under this Agreement and to observe its terms and conditions;

5.1.5. Shall notify the Bank regarding the change in his/her/their status as a resident/non-resident Indian. In case of being non-resident Indian/person of India origin, shall abide by and fulfil the provisions of Foreign Exchange Management Act, 1999, as amended from time to time and all other applicable laws with respect to purchasing, retaining, using, selling immovable property in India and repatriating proceeds outside India and the Borrower shall indemnify and keep indemnified the Bank in that behalf,

5.1.6. The Borrower acknowledges and accepts the rates of interest and its calculation method, other fees, charges and all other amounts payable as per the terms of this Agreement as reasonable and the Borrower has understood the meaning of each terms and financial implications, amounts payable and liabilities and obligations created under this Agreement

6. Events of default etc.

6.1. The Bank may by a written notice to the Borrower, declare all sums outstanding under the Loan (including the principal, interest, charges, expenses) to become due and payable forthwith and enforce the Security, if any, upon the occurrence (in the sole decision of the Bank) of any one or more of the following:

6.1.1. The Borrower fails to pay to the Bank any amount when due and payable under this Agreement.

- i) The Borrower fails to pay to any person other than the Bank any amount when due and payable or any person other than the Bank demands repayment of the loan
- ii) Or dues or liability of the Borrower to such person ahead of its repayment terms as previously agreed between such person and the Borrower;
- iii) The Borrower defaults in performing any of his/her obligations under this Agreement or breaches any of the terms or conditions of this Agreement;
- iv) The Borrower opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever
- v) Any of the information provided by the Borrower to avail the Personal Loan or any of his/her Representations, Warranties herein being found to be or becoming incorrect or untrue;
- vi) Any person other than the Bank commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commit act of insolvency;

7. Consequences of default:

7.1 In the event of any default mentioned in clause 7.1 above the Bank shall have the right: -

- i) To recover the entire dues,
- ii) To suspend any withdrawal to be effected in the Loan Account,
- iii) Take any other action as it may deem fit for recovery of its dues and enforcement of the Securities.

8. Set Off

Without prejudice to what is stated herein, the Borrower hereby expressly agrees and confirms that in the event of the Borrower failing to pay the amount outstanding under the Loan or any other loan/facility, whether as borrower or guarantor or otherwise, in addition to any general or similar lien to which the Bank or any of its subsidiary/affiliates may be entitled by law, the Bank shall, without prejudice to any of its specific rights under any other agreements with the Borrower, at its sole discretion and without notice to the Borrower, be at liberty to apply any other money or amounts standing to the credit of the Borrower in any account (including fixed deposit account) of the Borrower (whether singly or jointly with another or others) with the Bank or any of its subsidiary/affiliates in or towards payment of the monies due from the Borrower.

9. Appointment of the Bank as the Borrower's Attorney

The Borrower shall appoint the Bank as its true and lawful attorney to do and execute for and in the name and on behalf of the Borrower and where the Borrower is more than one individual, jointly and severally, all or any of the acts, deeds and things, specified therein. The powers so vested in the Bank shall be irrevocable and subsists in favour of the Bank till all dues of the Borrower to the Bank are fully satisfied.

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10. Assignment and Transfer

The Bank shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the Loan and outstanding amounts under the Loan or any other rights under this Agreement or any other document pursuant hereto to any person in a manner or under or under such terms and conditions as the Bank may decide in its sole discretion. The Borrower shall not transfer or assign the rights under this Agreement without previous written consent of the Bank.

11. Disclosure/Sharing of Information

- 11.1. The Borrower irrevocably agrees and consents to the Bank at any time and in any manner disclosing and/or making available to any agencies, bureaus, affiliates or subsidiaries of the Bank, associations and other persons whatsoever any information (including personal and financial information) and documents of or relating to the Borrower, including any credit information, in such cases where the Bank considers appropriate including where such disclosure is permitted or required by or under law or where the Bank is of the view that the interests of the Bank require such disclosure or for furnishing such information and documents for preparation, publication and distribution of credit reports and credit opinions relating to the Borrower to other persons including banks and financial institutions. The provisions of this clause shall survive termination of this Agreement. The Bank shall also have a right to obtain similar information/reports relating to the Borrower from credit agencies, credit bureaus, other banks and financial institutions as the Bank may deem fit.
- 11.2. The Borrower agrees that if the Borrower commits any breach of any provision of this Agreement or any default or delay in the repayment of the Loan or any amount payable under this Agreement whatsoever which the Borrower is liable to pay, the Bank shall have the unqualified right to disclose or publish the Borrower's name and particulars (including photographs and particulars of accounts), as a defaulter in such manner as the Bank may deem fit.
- 11.3. The Borrower understands that:
 - a. The Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them, and
 - b. The Credit Information Bureau (India) Ltd. and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this behalf.

12. Miscellaneous

- 12.1. **Service of Notice**
The addresses of the Parties shall be as mentioned under the Annexure. The Borrower shall forthwith inform the Bank of change in address, if any. Any notice or request required or permitted under this Agreement to be given by either Party to the other shall be only in writing and sent on the address email address of the other Party as mentioned in the Annexure (or in case to the Borrower, on the address of the Borrower last known to the Bank).
- 12.2. **Severability**
Every provision contained in this Agreement shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.
- 12.3. **Entire Agreement & Counterpart**
The Parties confirm that this Agreement and its Annexure and any other documentation pursuant to it represent one single agreement between the Parties. This Agreement may be executed in separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument only.
- 12.4. **Supremacy & Amendment**
This Agreement supersedes all discussions and Agreements (whether oral or written, including all correspondence) prior to the date of this Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement may be modified or amended only by a writing duly executed by or on behalf of each of the Parties.
- 12.5. **Governing Law & Jurisdiction**
The Parties agree that this Agreement shall be governed by the laws of India. The Parties hereby expressly agree that the courts having jurisdiction over the Branch shall have exclusive jurisdiction in relation to all matters concerning and relating to this Agreement.
Provided that nothing contained herein, shall limit the right of the Bank to take proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not and the Borrower irrevocably submits to and accepts for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Borrower irrevocably waives any objection it may have now or in the future to the laying of the venue of any proceedings and any claim that any such proceedings have been brought in an inconvenient forum.

Vijay Singh

IN WITNESS WHEREOF the Parties hereto have set their hand on the day, month and year mentioned in the Annexure

Signed and Delivered by the within named Borrower:

Date : 29/10/2010

1. VIKASH SINGH BHADORIA
Borrower Name

Vikash Singh
Signature of the Borrower

2. _____
Borrower Name

Signature of the Borrower

Signed, and Delivered by the within named Bank, IDFC Bank Limited through Its authorized official.

Signature : _____


Name: Mridul Brown
Designation: Senior Manager
Employee Code: 103425