

# **RAJVIR SECURITIES AND FINANCE PRIVATE LIMITED**

## **LOAN AGREEMENT DOCKET**

**CUSTOMER NAME :**

**LOAN AGREEMENT NO :**

### **INSTRUCTION FOR FILING LOAN AGREEMENT**

#### **General Instructions:**

- a) All application to be filled in English in CAPITAL LETTERS using a ballpoint pen only .
- b) There should not be any amendments / overwriting / erasures / cutting on the Loan Agreement .
- c) The Signature of the Borrower and Co - borrower should be the same on the Loan Agreement and Application Form .
- d) The Full signature of the Borrower , Co- Borrower , Guarantor is to be put in all places where there is a mark .

**DECLARATION OF VERNACULAR LANGUAGE**

<b>Language</b>	<b>Declaration</b>	<b>Signature</b>
<b>English</b>	<b>I have understood all the terms and conditions of the agreement.</b>	
<b>Hindi</b>	मैंने अनुबंध के नियम और शर्तों को समझ लिया है जो मुझे मेरी भाषा समझ गई है.	

# LOAN AGREEMENT

( to be stamped as an agreement )

This LOAN AGREEMENT made at \_\_\_\_\_ (place) on this \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year \_\_\_\_\_ by **RAJVIR SECURITIES AND FINANCE PRIVATE LIMITED**, a Non-Banking Financing company incorporated under the Companies Act, 1956 having its Registered Office at 303, Earth Avenue, 7, Bamru Colony, Jaora Compound, Indore-452001 M.P. Email: Rajvirnbfc@gmail.com, GST No 23AABCR3464P1Z3 and acting through its branch at the place as detailed in schedule I (herein after referred to as the "Lender" which expression shall include its successors and assigns) of the **FIRST PART**;

**AND**

The Borrower whose name, address and particulars are as stated in Schedule I (here in after referred to as "the Borrower" which expression shall unless the context otherwise requires, include heirs, administrators, executors, successors and permitted assigns, as applicable) of the **SECOND PART**.

(The Lender and the Borrower are here in after collectively referred to as the "Parties" and individually as a "Party".)

## **WHEREAS:**

- A) The Borrower has approached the Lender for availing the Loan (here in after defined), as per the Application Form (herein after defined) for the Purpose (here in after defined).
- B) The Borrower has proposed to create security over the Property (hereinafter defined) by executing the Mortgage Document (hereinafter defined) as the principal and primary instrument for availing of the Loan.
- C) Upon the Borrower agreeing to execute the Mortgage Document as the principal and primary instrument, the Lender has agreed to grant, and the Borrower has agreed to avail the Loan on the terms and conditions stated here in below.

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1. DEFINITIONS**

For the purposes of this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

**"Additional Interest" shall mean interest**

- (i) levied by the Lender on delay in payment of the EMI or any other amounts due and payable by the Borrower to the Lender at the rate as prescribed in Schedule I.
- (ii) **"Application Form"** shall mean as the context may permit or require, the credit facility application form submitted by the Borrower/s to the Lender for applying for and availing of the Loan together with the preliminary credit facility application form and all other information, particulars, clarifications and declarations, if any, furnished by the Borrower/s or any other person from time to time in connection with the Loan.
- (iii) **"Borrower"** shall mean the person/entity named as such in Schedule attached here to.

**"Cross Default" shall have the meaning ascribed to the term under Clause 13.1 (f) of this Agreement.**

- (iv) **"Due Date"** shall mean the date(s) on which any amounts in respect of the Outstanding Obligations fall.
- (v) **"Effective Date"** shall mean the date of the execution of this Agreement.
- (vi) **"Equated Monthly Installment" or "EMI"** shall mean the amount of each monthly payment as specified in Schedule I required to be paid to the Lender to repay the Loan with interest over the tenure of the Loan.
- (vii) **"Event of Default"** shall refer to the events described to be sounder Clause 13 of this Agreement.
- (viii) **"Interest"** shall have the meaning described to the term in Clause 3.1.
- (ix) **"Loan"** shall mean the credit facility up to the amount as specified in Schedule I to be extended by the Lender to the Borrower under the terms of the Agreement.
- (x) **"Material Adverse Effect"** means the effect or consequence of any event or circumstance which is or is likely to be: (a) adverse to the ability of the Borrower or any person to perform or comply with any of their respective obligations under the Transaction Documents in accordance with their respective terms; or (b) prejudicial to any of the businesses, operations or financial condition of the Borrower.
- (xi) **"Mortgage Document"** shall mean the memorandum of entry recording the deposit of title deeds and the declaration cum confirmation deed in relation to the Property.
- (xii) **"Outstanding Obligations"** shall mean and include the outstanding principal amount of the Loan, Interest, Additional Interest, all other interest, all fees, costs, commitments, charges, expenses, stamp duty and all other sums whatsoever payable by the Borrower to the Lender in accordance with the Agreement and the Transaction

Documents, as Well as all other monies whatsoever stipulated in or payable by the Borrower/s under the Agreement.

(iv) **"Person"** shall include individual, partnership firm, company, association of persons, proprietary concern, limited liability partnership and co-operative society as mentioned and stipulated as per the relevant provisions of the Income Tax Act, 1961.

- a) **"Property"** means residential/commercial immovable property, described in the Application Form, which is owned/jointly owned by the Borrower and shall be deemed to include any immovable property on the security of which the Lender has agreed to advance the Loan. Without prejudice to the generality of the above. In the case of 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 is being built/ will be built; or
- b) **"Purpose"** shall have the meaning assigned to the term in Clause 2.2 of this Agreement.
- c) **"RBI"** means Reserve Bank of India.
- d) **"Securities"** shall mean the security/ charges created
- e) **"Transaction Documents"** shall include all writings and other documents executed or entered into or to be executed or entered into, by the Borrower or any other Person, in relation to, or pertaining to the Loan and each such transaction document as amended from time to time.

## 1.2 INTERPRETATION

- (i) Headings are for convenience only and shall not affect the meaning or interpretation of this Agreement.
- (ii) Application Form and Sanction Letter form integral part of the present loan agreement.
- (iii) Whenever the words "include" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". Each reference to a clause number shall include all sub paragraphs and subsections thereof.
- (iv) All terms and conditions of this Agreement shall be construed in accordance with the written terms thereof; and if the term or condition be ambiguous, then in accordance with the intention of the Parties. Relying upon the statements and representations made by the

Borrower in the Application Form, the Lender hereby agrees to make available to the Borrower and the Borrower hereby agrees to avail from the Lender, the Loan mentioned in Schedule Irrespectively, attached here to in the manner and on the terms and conditions mentioned in this agreement.

1.2 (a) The Loan is granted for the purpose as specified in Schedule I hereto ("Purpose").

1.3 (b) The Borrower hereby agrees to utilize the Loan only for the Purpose.

1.4 © Once the Application Form submitted by the Borrower is accepted by the Lender, the Borrower shall not be entitled to cancel or revoke the Loan unless any adverse fact observed by the Borrower at any stage result into the cancellation of the Loan.

## INTEREST

1.3 (a) The Borrower shall be charged interest on the Loan from the date of disbursement of the Loan at the rate specified in Schedule I ("Interest").

1.3 (b) The Lender shall be entitled to revise the rate of Interest at any time and from time to time as per its policy, market conditions and/or applicable laws and regulations, if any, during the tenor of the Loan at its sole discretion. The Lender shall inform the Borrower about the variation in the rate of Interest in due course.

1.3 © The Interest will be calculated on the basis of the rate of interest for the Loan mentioned in Schedule I hereto and rounded off to the next rupee calculated on monthly rests and any other charges shall be computed on the basis of a year of 360 (Three Hundred Sixty) days.

1.4 (4) However, in the event of the Borrower intends to foreclose the Loan, the interest would be calculated up to the date of actual foreclosure.

## 1.5 DETAILS OF DISBURSEMENT

1.4 (a) The Lender shall disburse the Loan in one lump sum or in suitable installments / tranches as mutually decided between the Borrower and the Lender.

1.4 (b) The decision of the Lender as regards any matter pertaining to disbursement shall be final, conclusive and binding on the Borrower.

## 1.6 REPAYMENT

1.5(a) The Borrower shall pay in full the EMI and all other Outstanding Obligations without any demur, protestor default and without claiming any set-off or counterclaim on the respective Due Dates. No notice, reminder or intimation shall be given to the Borrower regarding his obligation and responsibility to ensure prompt and regular payment of the Outstanding Obligations on the respective Due Dates.

1.5(b) The repayment of the Outstanding Obligations by the Borrower to the Lender under the Transaction

Documents shall be payable by any of the following modes:

1.5©Electronic Clearing System as notified by RBI; Standing Instructions details whereof are mentioned in **Schedule I** for a direct debit from the Borrower's account with the Lender.

### **1.7 PRE-PAYMENT OF THE LOAN**

- 1.1** The Lender may, in its sole discretion and on such terms as to pre-payment fees, etc., as it may prescribe, permit pre-payment/acceleration of EMIs. If permitted by the Lender, the Borrower shall give prior written notice of his intention to pre-pay the full amount of the Loan and pay to the Lender such pre-payment charges mentioned in Schedule I, as applicable and subject to change by the Lender from time to time.
- 1.2** The Borrower agrees that no pre-payment shall be made during such period as specified in Schedule I. In the event the Lender permits any pre-payment, the repayment schedule shall be altered by the Lender at the request of the Borrower and the Borrower agrees to adhere to the altered Pre-payment schedule.

### **1.5 CONDITIONS PRECEDENT FOR DISBURSEMENT**

The following shall be conditions precedent for any disbursement of the Loan or any tranche thereof: Prior to the first disbursement, the security as detailed out in Clause 8 should have been created. The details, information and any other document submitted as part or along with Application Form should be true, correct and complete.

No Event of Default or Cross Default or Material Adverse Effect shall have occurred. At the time of request for a disbursement of the Loan or tranche thereof, the Borrower shall produce such evidence of the proposed utilization of the proceeds of the disbursement of the Loan or any tranche thereof as is satisfactory to the Lender as and when required by the Lender to evidence that the Loan will be utilised only for the Purpose.

No extraordinary or other circumstances shall have occurred which shall make it improbable for the Borrower to fulfill his/its obligations under this Agreement.

The Borrower shall have executed and delivered all the Transaction Documents.

## **2. SECURITY**

- 2.1.** The Borrower agrees with and undertakes that the Lender, shall have a first and exclusive charge over the Property and that the Borrower shall not create any other encumbrance, charge or security interest in the Property in favour of any other Person or body, except with the prior written consent of the Lender.
- 2.2.** In the event any of the Securities are found to be insufficient/incorrect in value, the Borrower shall be directed to furnish additional security as may be required by the Lender.
- 2.3.** The Securities furnished by the Borrower to the Lender in connection with the Loan shall be duly perfected and shall remain as continuing securities to the Lender and the same shall be binding upon the Borrower.
- 2.4.** The Borrower agrees that the Securities shall not be discharged/ released by intermediate payment by the Borrower or any settlement of accounts by the Borrower till such time the Outstanding Obligations are fully paid to the satisfaction of the Lender and the Lender consents to give a discharge / release in respect of the Securities in writing to the Borrower.
- 2.5.** The Securities shall be in addition to and not in derogation of any other security, which the Lender may at anytime hold in respect of the Borrower's dues and shall be available to the Lender until all accounts between the Lender and the Borrower in respect of the Loan are ultimately settled.
- 2.6.** The Borrower further agrees that the Securities shall also be security for all other monies that may be due and payable by the Borrower to the Lender, on any account whatsoever, whether present or future, including any liability of the Borrower as a surety or co-obligator either singly or along with any other Person.
- 2.7.** The Borrower shall provide to the Lender a power of attorney authorizing the Lender to do all things necessary to perfect the security created under the Transaction Documents and all other things in relation thereto.

## **3. GUARANTEE**

In case the Lender so requires, the Borrower hereby agrees to procure a guarantee, any co applicant or third party guarantee executed by such persons as required by the Lender and in the form and manner to the satisfaction of the Lender.

### **3.1. PARTICULAR AFFIRMATIVE COVENANTS**

The Borrower covenants with the Lender that during the tenor of the Loan:

1. Borrower shall send to the Lender, a statement of Borrower's income every year from the date hereof. However, the Lender shall have the right to require the Borrower to furnish such information/documents concerning Borrower's employment, trade, business or profession at any time and the Borrower shall furnish such information / documents immediately.
2. Borrower shall observe the terms and conditions of this Agreement and other loan/security Agreement/s in respect of the said Loan and the Borrower shall also keep himself/themselves acquainted with the rules of Lender, in force from time to time. Borrower shall notify change in employment, business or profession within seven days of the

change. Upon the Borrower opting for retirement or ceasing to be in employment for any reason, the notwithstanding anything to the contrary contained in this agreement or writings or any documents, the entire amounts payable under the said Loan shall at the Lender's option become for with due and payable by the Borrower from the amount/s receivable by him from the employer under retirement/ terminal benefits .Provided however ,that in the event of the said amount/s being in sufficient to repay the amounts due under the said Loan in full , the balance amounts shall be paid by the Borrower out of his own sources. The Borrower here by irrevocably authorizes the Lender to communicate with and receive any such amounts from his employer directly.

3. The Borrower shall also issue necessary authorization to his/her employer for transfer off to the Lender. Borrower shall utilize the said Loan for the purpose for which it is granted as indicated in the loan application and for no other purpose whatsoever. Borrower shall allow the officials/ agents of the Lender to inspect the said Property at any reasonable hours of the day and the Borrower shall also furnish all such information, particulars whatsoever as and when called upon to do so by the Lender The Borrower shall ensure that the value of the Securities does not diminish. The Borrower shall pay all costs, charges, expenses, taxes and such other charges in accordance with the applicable laws. The Borrower shall allow any person authorized by the Lender to have free access to the office of the Borrower for the purpose of inspection of its moveable and immoveable properties. The Borrower shall promptly give written notice to the Lender of
  - (i) any dispute which might arise between the Borrower and any Person or any governmental body or authority relating to or concerning the business or the Securities;
  - (ii) any distress or execution being levied against the Securities;
  - (iii) any material circumstances affecting the ability of the Borrower to repay the Loan in the manner stipulated here under;
  - (iv) change in its address or any other material change in relation thereto.
4. The Borrower shall on the Lender's request do, perform and execute such acts, deeds, matters and things as the Lender may consider necessary either to perfect the security provided for or to carry out the intent of this Agreement.
5. The Borrower shall confirm that the true copies of the document submitted for the purpose of the Loan are genuine. The Lender may at any time, call for or require verification of original or any/all such copies. Any such copy in possession of the Lender shall be deemed to have been given only by the Borrower.
6. The Borrower shall be or all costs of making good any deficit in stamp duty on the documents executed by the Borrower or any other Person in relation to the Loan and/ or security created by the Borrower in favour of the Lender. The Borrower shall provide an end use statement of the Loan as and when required by the Lender within 7 (Seven) days of receiving such request from the Lender.

### 3.2 NEGATIVE COVENANTS

The Borrower further covenants with the Lender that unless, the Lender otherwise previously approves in writing, the Borrower shall not make any change to its constitution, business, management, ownership or control and shall not alter its constitutional/ incorporation documents. Enter into any agreement or arrangement with any Person, institution or local or Government body for the use, occupation or disposal of the immoveable properties forming part of the Securities or any part thereof in respect of any of the Borrower's assets such that the same may have a Material Adverse Effect on the Loan Stand surety for anybody or guarantee there payment of any loan or the purchase price of any asset.

Execute any document, such as power of attorney, or any other similar or other deed, in favour of any Person to deal with the Securities in any manner.

### 3.3 REPRESENTATION AND WARRANTIES

**The Borrower represents, warrants and undertake s to the Lender as under:**

**a) The Borrower has the competence and power to execute the Transaction Documents and has taken the necessary approvals in relation to the execution of the Transaction Documents, which approvals will remain valid and subsisting during the tenure of the Loan.**

b) The Borrower assures the Lender that the Borrower has absolute clear and market able e title over the Securities has exercised due care and caution (including, where necessary, obtaining of advice of tax/ legal/ accounting / financial / other professionals) and that the Securities are absolutely unencumbered and free from any liability whatsoever. Borrower or Guarantor, as the case may be have not be declared as a willful defaulter/s in any Bank or NBFC

#### 4. INSURANCE

The Borrower shall, until the full repayment of the Outstanding Obligations ensures that the above mentioned insurance policy/ies are valid, subsisting and operative and shall make timely payments of the premium. The Lender reserves the right to pay the premium on behalf. No event, circumstance or situation has occurred, which might affect the Borrower or the Lender's right towards the Securities or hinder the enforcement of the Securities and no Material Adverse Effect has occurred.

The Lender has the right to debit the Loan account or Deposit account (if any ) or Customer PDC Cheque for SB account for the payment of Insurance premium of the customer .

#### REMEDIES OF THE LENDER

- 4.1. **Cancellability Clause :** If any Event of Defaults occurs ,then ,the Lender,by a written notice to the Borrower may declare the Outstanding Obligation and/or any other amounts which may be payable by the Borrower under or interns of the Transaction Documents and / or any other agreements, documents subsisting between the Borrower and the Lender ,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 Securities and the securities in relation to any other loan shall become enforceable, not with standing anything to the contrary in the Transaction Documents or any other agreement/s or documents.
- 4.2. On the happening of any Event of Default, such defaulted amount shall carry Additional Interest, computed from the respective Due Dates and shall be compounded on monthly basis.
- 4.3. In case any information given by the Borrower to the Lender while availing the Loan or in this Agreement or any of the transaction document sis found to be misleading or incorrect in any manner, the Lender may revoke the loan amount sanctioned or takeover coverall ready sanctioned and disbursed loan amount. In case Lender exercises its right under the present clause, it shall not be responsible for any loss which is caused to the Borrower due to revocation or recovery of loan. In addition, Lender also reserves rights to initiate appropriate legal remedy whether criminal or civil against the Borrower.
- 4.4. If any Event of Defaulter any event, which, after the notice or lapse of time or both, would constitute an Event of Default shall have happened, the Borrower shall forth with give to the Lender notice there of in writing specifying such **Event of Default**, or such event.
- 4.5. At any stage If the Lender Observed any adverse evidence proof against the proposed borrower ,the Lender has the right to cancel the Loan at any stage .
- 4.6. All reasonable costs incurred by Lender after an Event of Default has occurred in connection with:
  - (a) Preservation of the properties ( whether now or here after existing);or
  - (b) Collection of amounts due under the Transaction Documents;
  - (c) may be charged to the Borrower and reimbursed, as the Lender shall specify.
- 4.7. The Lender may issue any certificate as regards payment of any amounts paid by the Borrower to the Lender in terms of the Transaction Documents only if the Borrower has paid all Outstanding Obligations and other amounts due under the Transaction Documents to the Lender and the Borrower has complied with all the terms of the Transaction Documents.
- 4.8. The Borrower agrees that any security y provided by the Borrower to the Lender under any other credit facility shall be available to the Lender under this Agreement upon the occurrence of an Event of Default under this Agreement and vice versa.
- 4.9. On the occurrence of an Event of Default, the Lender 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 including but not limited to visiting the office of the Borrower and/or any place of work of the Borrower.

#### 5.WAIVER

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

#### EFFECTIVE DATE OF TERMS AND CONDITIONS

This Agreement shall become binding on the Borrower and the Lender on and from the Effective Date of execution hereof. It shall be in full force till the Outstanding Obligations and other amounts due under any other agreements,



documents which may be subsisting/ executed between the Borrower and the Lender have been fully paid to the satisfaction of the Lender.

#### **DISCLOSURE**

The Borrower hereby agrees as a pre-condition of the Loan given to the Borrower by the Lender that, the Lender has an un qualified right to disclose and furnish information regarding the Loan, the Borrower and/or the guarantor (if a guarantee is provided in relation to the Loan) to any such person as it may deem fit, including but not limited to the RBI, Credit Information Bureau (India) Limited.

#### **6.ASSIGNMENT**

The Lender reserves the right to assign / sell / securitize the Loan with or without security, if any, in any manner by transferring and/ or assigning or otherwise (at the cost of the Borrower) all its right, title and interest which the Lender deem s appropriate and the Borrower here by expressly agrees that in that event, the Lender is not required to obtain any permission or put the Borrower to any notice and the Borrower will recognize the new lender as the new/additional creditor.

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
<b>LENDER DETAILS</b>		
1.	<b>Branch Office</b>	
<b>B. BORROWER DETAILS</b>		
2	Details of the Borrower's business	



## Schedule-I

S. No.	Particulars	Details
<b>C.LOAN DETAILS FIRST SCHEDULE</b>		
	YAHAN PAR LANDER AND GURANTE KI DETAILS DALNI HAI JI MISSING HAI	
3	Type of Loan	
4	Loan amount	
5.	Place	
6.	No. of tranches	
7.	Validity Period (to make drawals)	
8.	Purpose:  End use of Loan:	
9.	Rate of Interest:	
10.	Additional Interest:	
11.	Margin	
12.	Processing Charges	
<b>D.REPAYMENT</b>		
13.	Tenure of Loan:	
14.	Number of EMIs	
15.	EMI Due date	
16.	Amount of each EMI	
17.	Date of commencement of the Monthly Installment:	
18.	Due Date of payment of first Monthly Installment:	
19.	Moratorium	

# HYPOTHECATION AGREEMENT

IN FAVOUR OF THE RAJVIR SECURITIES AND FINANCE PVT LTD , Amount Rs.  
( Rs )

This forms part of the Agreement of Hypothecation executed between in favour of **RAJVIR SECURITIES AND FINANCE PVT LTD** dated .

Whereas at the request of the Borrower, the above mentioned NBFC has advanced or allowed and or agreed to advance or allow or continued or agreed to continue the Loan facilities more fully described in Schedule II to this Agreement, to be secured by borrowers demand promissory note (if any) and/or other securities in favour of the NBFC and or order and be further secured as herein provided. In consideration of the NBFC having advanced or allowed or continued or agreed to continue all or some or any of the credit facilities for the purposes and subject to the terms and conditions specified and contained in various Deeds, documents, writings.

(a) The Borrower(s) hereby hypothecate with the NBFC the property described in general terms herein and in details in the Schedule IV, hereinafter referred to as "the goods" or "hypothecated goods", which expression shall mean and include all produce, goods, and other movable property of any kind including machinery, vehicle(s), its/their accessories, implements etc., belonging to the Borrower(s) which now or hereafter from time to time during the continuance of this agreement shall be brought in, stored or be in or about their premises or godowns at the place specified in Schedule III to this Agreement or any other godown(s) as approved by the NBFC or be in course of transit from one godown to another or from one place to another or wherever else the same may be.,

(b) The borrower(s) hereby assign and transfer in law as well as in equity and hypothecate, all their present and future actionable claims and other movable property that may arise or come into existence in the future, including book debts decrees and decreetal debts, outstanding moneys receivable, hire purchase receivable/documents and contractual rights arising there from, other claims, (including counter-claims and claims under insurance policies including life insurance Policies), bills including Government supply bills, contracts, securities, investments, NBFC deposits and other deposits, beneficial rights to other movable property and other assets.

- I. The NBFC shall have the absolute right and unfettered discretion to decide whether or not it will accept as security for the purpose of this agreement any goods, documents of title to goods, any actionable claim, receivable, book debt, beneficial right to any movable property etc. offered from time to time to the NBFC by the Borrower(s) and in the event of NBFC's non acceptance of such securities or any part thereof, the Borrower(s) shall comply with the requirement of margin as stipulated in the sanction letter or as varied by the NBFC from time to time and
- II. (ii) be entitled to refuse to make available the credit facility to the Borrower(s) and/or recall the credit facility made available against the goods already hypothecated with the NBFC as security for the purpose of this agreement. II. Provided that in case the hypothecated property/goods comprise vehicle(s) purchased/ to be purchased for the purposes of carriage of goods and/or passengers and/or for plying for LD/ 2108 any other purpose the Borrower(s) shall produce the vehicle(s) its/their accessories and implements etc. at a place designated by the NBFC once a month and/or as and when required by the NBFC, for inspection, scrutiny or for any other purpose at the sole discretion of the NBFC.
- III. In the event the goods hypothecated or to be hypothecated are stored in third party godown(s) the Borrower(s) agree and undertake to enter into proper lease/rent agreements with such third party/ies, and arrange with such party/ies, in writing whether forming part of lease/rent agreement or not for free and independent access without notice, to the NBFC, its agents, other authorised persons and servants along with any vehicles required for such purpose or for the removal of the goods from such godown(s) from time to time and at all times and the Borrower(s) agree to indemnify the NBFC against all losses or damages caused on account of any obstruction, impediments or hindrances for whatever reasons, to the free and independent access of the NBFC

to the said godown(s). The Borrower(s) agree to produce the original lease/rent agreement and its renewal providing such free and independent access if taken separately, to the NBFC immediately on execution thereof or on sanction of the credit facility hereunder for scrutiny and verification of the NBFC.

- IV. That interest shall be charged on the outstanding in the account(s) opened in respect of various credit facilities at such rates as would be fixed by the NBFC from time to time at the rates specified in the respective Credit Facility Agreement and as revised from time to time and charging of such revised rate of interest and other charges, expenses etc. debited in the account(s) shall always be construed as agreed to be paid by the Borrower(s) and hereby secured.
- V. That the NBFC shall not be required to grant or continue all or some or any of the aforesaid credit facilities otherwise than at NBFC's discretion and in no circumstances of sums exceeding the amount specified hereinabove or a sum equal to a stated percentage of the value of hypothecated goods, which the NBFC may specify from time to time, whichever may be less, valuation being done in the manner and at the rates approved by the NBFC. The drawing power shall be arrived at only against fully paid stocks.
- VI. That the Borrowers shall make and furnish to the NBFC if required all the information regarding the stocks and goods whether in transit or at godown or office or shop etc .
- VII. That the borrower/s shall make and furnish to the NBFC a list of „hypothecated book debts“ with full particulars and description and produce such evidence in support thereof as may be required by the NBFC.
- VIII. The borrower/s shall permit the NBFC, their agents and servants from time to time and at all times to enter upon any godowns and premises where in the hypothecated goods or any part thereof may for the time being be and to serve as a notice to the public about the NBFC's interest in the stock if required .
- IX. That the Hypothecated goods shall be kept at the Borrower's risk and expenses in good condition and fully insured against fire and/or such other risk(s) as the NBFC may from time to time stipulate in the name and sole benefit of the NBFC or in the borrowers name with NBFC clause incorporated therein, as may be stipulated by the NBFC, with an insurance company approved and suggested by the NBFC and for such amount as the NBFC may consider necessary and that the insurance policies shall be delivered to the NBFC. If the Borrower fails to effect such insurance, the NBFC may, without being obliged to do so, insure the movable and other assets against fire and such other risk(s) in the name of the NBFC or in the borrowers name with NBFC clause incorporated therein, as may be decided by the NBFC at its absolute discretion and debit the premium and such other charges to any account of the Borrower opened or to be opened. The Borrower agrees that debiting of insurance premium for a particular year(s) will not cast any obligation on the NBFC to take out insurance policies of the secured assets in subsequent years.
- X. In the event of NBFC being at any time apprehensive that the safety of the goods/assets is likely to be endangered owing to riot and/or strike (including fire arising therefrom) and/or floods, earthquakes etc. and/or also resulting in the loss of production therefrom, the NBFC may at its own discretion, but without being bound to do so, insure or require the Borrower to insure against any damage arising there from, the cost of such extra insurance being payable by the Borrower be debited to any such account. If the NBFC desires that the assets shall be insured against theft, the Borrower shall provide sufficient cover therefor. The Borrower agrees that in the event of loss of insured asset, the Borrower shall submit the insurance claim to the insurance company under intimation to the NBFC and in the event of receipt of claim amount directly from the insurance company the Borrower undertakes to remit the same to the NBFC. The Borrower further expressly agrees that the NBFC shall be entitled to adjust, settle, compromise or refer to arbitration any dispute arising under or in connection with any insurance and such adjustment, settlement, compromise and any award made on such arbitration shall be valid and binding on the Borrower and also to receive all monies payable LD/ 2108 under any such insurance or under any claim made thereunder and to give a valid receipt therefor, and that the amount so received shall be credited to the Borrower's account and the Borrower shall not raise question that a larger sum might or ought to have been received or be entitled to dispute its liability for the balance remaining due on any account or accounts after such credit. Provided that the NBFC may at its sole, absolute and unqualified discretion waive all or any of these requirements.
- XI. That borrower/s shall punctually pay all rents, taxes and other outgoings of the godowns and premises where in the hypothecated goods shall be and keep the same free from distress. The borrower/s shall also pay the NBFC on or before the first day of every month necessary charges to defray the cost to the NBFC to examine and report on the stock. The borrowers shall also pay the NBFC the cost of every NBFC sign board affixed at the

borrower's premises and godowns wherein the hypothecated goods or part thereof may be stored. The borrowers shall also pay the inspection fee/cost for the inspection of the goods.

- XII. The borrowers hereby declare that all the hypothecated goods/machineries, book debts and other assets are the absolute property of the borrowers at the sole disposal of the borrowers and free from any prior charge or encumbrance and that all future goods and property hereunder shall be likewise their unencumbered undisposed property and that the borrowers have not done or knowingly suffered or been party or privy to anything whereby they are in anywise prevented from hypothecating the hypothecated goods in.
- XIII. As between the NBFC and the borrowers, the borrowers hereby agree to hold the said hypothecated goods as bailees for the NBFC in trust and the NBFC is hereby given all powers and the NBFC can exercise its usual remedies against the borrowers and deal with the hypothecated goods in the usual manner as if the same are pledged commodity and to enforce their lien and right of set off against the borrowers.
- XIV. The NBFC and their officers and agent shall be entitled any time as if absolute owners and without notice to the borrowers but at the borrowers risk and expenses and if so required as attorneys for and in the name of the borrowers to enter and remain at any place where the hypothecated goods shall be and to take possession or recover and receive the same and/or appoint any officer(s) of the NBFC as receiver/s of the hypothecated goods and/or sell by public auction or private contract or otherwise dispose of or deal with all or any part of the LD/ 2108 hypothecated goods and to enforce realize settle compromise and deal with any of the aforesaid without being bound to exercise any of these power or being liable for any loss in the exercise thereof and without prejudice to the NBFCs rights and remedies of suit against the borrowers and to apply the net proceeds of such sale in or towards liquidation of the balance due to the NBFC and borrowers hereby agree to accept the NBFC account sales of realization and to pay any shortfall or deficiency therein shown.
- XV. That if the net sum realized by such sale be insufficient to cover the balance then due to the NBFC, the NBFC shall be at liberty to apply any other money or moneys in the hands of the NBFC standing to the credit or belonging to the borrowers or any one more of them in or towards payment of the balance for the time being due to the NBFC and in the event of their not being any such money or moneys as aforesaid in the hands of the NBFC or in the event of such money or moneys being still insufficient for the discharge in full of such balance the borrowers promise and agree forthwith on production to them further balance which may appear to be due by the borrowers thereon.
- XVI. **PROVIDED ALWAYS** that nothing herein contained shall deemed to negate qualify or otherwise prejudicially affect the right of the NBFC (which it is hereby expressly agreed that NBFC shall have) to recover from the borrowers the balance for the time being remaining due from borrowers to the NBFC notwithstanding that all or any of the said hypothecated goods may not have been realised.
- XVII. That in the event of there being a surplus available of the net proceeds of such sale after payment in full of the balance due to the NBFC it shall be lawful for the NBFC to retain and apply the said surplus together with any other money or moneys belonging to the borrowers or any or more of them for the time being in the hands of the NBFC in or under whatever accounts as far as the same shall extend against in or towards payment or liquidation of any and all other moneys which shall be or may become due from the borrowers or any one or more of them whether solely or jointly with any other person or persons, firm or company to the NBFC by way of loans discounted bills, letters of credits, guarantees, Charges or on any other debts or liability and other obligations current though not then due or any one or more of them or which the law of more of them may have against the borrowers or any one or more of them or which the law of set off or mutual credit would in any case admit and whether the borrowers or any one or more of them shall become or be adjudicated NBFC insolvent or be in liquidation or otherwise and interest thereon from the date on which any and all advance or advances

in respect thereof shall have been made at the rate of respective rate at which the same shall have been so advanced.

- XVIII. That the borrowers shall, with the previous consent of the NBFC, be at liberty from time to time to sell or dispose of in any manner the hypothecated goods or any part thereof provided the advance value of such good is paid into the said account or goods of a similar nature to those mentioned in the Schedule hereto, or any of the same, and of at least equal value are substituted for the goods so sold or disposed of after approval of the NBFC obtained in writing.

IN WITNESS WHEREOF the Borrower has executed these presents on the \_\_\_\_\_ mentioned in Schedule I(a) of this agreement.

**IN THE MATTER OF MORTGAGE BY DEPOSIT OF TITLE DEEDS IN RESPECT OF IMMOVABLE PROPERTIES IN FAVOUR OF RAJVIR SECURITIES AND FINANCE PRIVATE LIMITED.**

I/ We say that I/ we am/ are making this declaration on behalf of and in my/our capacity as \_\_\_\_\_ of the borrower as specified in **Schedule A ("Mortgagor")**

Here by declare and confirm that:

1. The Mortgagor is the owner of and is seized and possessed of or otherwise well and sufficiently entitled to those pieces or parcels of lands, here interments and premises more particularly described in **Schedule B ("Immovable Properties")**;
2. The Title Deeds (defined hereinafter) in respect of the Immovable Properties have been deposited by us with **RAJVIR SECURITIES AND FINANCE PRIVATE LIMITED**, a Non – Banking Financing company incorporated under the Companies Act, 1956 having its registered office at 303, Earth Avenue, 7 Bamru Colony, Jaora Compound, INDORE (MP) 452001 (here in after referred to as the **"Lender"**, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) for creating equitable mortgage in favor of the Lender pursuant to a loan agreement date \_\_\_\_\_ by way of an exclusive first ranking charge;
3. There are no restrictions on the ability of the Mortgagor to create a mortgage of the Immovable Properties;
4. the Immovable Properties are proposed to be mortgaged and charged in favour of the Lender by an equitable mortgage in order to secure the credit facilities as specified in **Schedule A** granted by the Lender to the Mortgagor (hereinafter referred to as **"Loan"**), together with interest, additional interest, further interest, liquidated damages, compound interest, commitment charges, premia on prepayment, cost, charges, taxes, expenses and other monies payable to the Lender (**"Outstanding Obligations"**);
5. the Mortgagor intends to deliver to the Lender, the documents of title, evidences, deeds and writings, search reports, together with permissions, approvals and consents in relation to the Immovable Properties, as specified in **Schedule C** here under (**"Title Deeds"**) with an intention to create equitable mortgage upon all the rights, title, interests, claimant benefit whatsoever in the Immovable Properties in favor of the Lender, as the security for realization of the Outstanding Obligations;
6. The Immovable Properties of the Mortgagor/s are marketable, free from all encumbrances charges, claims and demands (statutory or otherwise) and that the same or any part thereof is not subject to any lien, attachment or any other process issued by any court or authority and that the mortgagor has not created any trust in respect thereof and that the Immovable properties are in the exclusive, uninterrupted and undisputed possession and enjoyment of the Mortgagor since the date of purchase/ acquisition thereof and no adverse claim has been made against the Mortgagor in respect of the said Immovable Properties or any of them or any part thereof and the same are not affected by any notice of acquisition or requisition and that no proceedings are pending or initiated against the Mortgagor under any law in force in India for the time being and that no notice has been received or served on the Mortgagor under any applicable law and that there is no pending attachment whatsoever issued or initiated against the Immovable Properties or any part thereof;
7. the Mortgagor has duly paid all rents, provident fund dues, gratuity dues, Employees State Insurance dues, income tax, sales tax, corporation tax and all other taxes and revenues payable to the Government of India, Government of any State or to any local authority and that at present there are no arrears of such dues, rents, taxes and revenue due and outstanding and that no attachments or warrants have been served on the Mortgagor in respect of sales tax, income-tax, customs duty, excise duty, government revenue and other taxes;
8. the Mortgagor shall give such confirmations, declarations, undertakings and other writings as may be required by the Lender and satisfactorily comply with all other requirements and requisitions submitted by or on behalf of the Lender;
9. the security interest to be created in favour of the Lender is in respect of the Immovable Properties both present and future;
10. the Title Deeds are the only documents of title in respect of the Immovable Properties in the Mortgagor's possession, custody, power and control and that the Mortgagor is in possession of the Immovable Properties and has a clear title to the Immovable Properties and that no other permissions, approvals, consents are required for the creation of the security in favour of the Lender;
11. no mortgage, charge or lien or other encumbrance whatsoever will be created by me or attachment allowed to be levied on the Immovable Properties except with the express prior permission in writing of the Lender;
12. the Mortgagor has not and shall not enter into any agreements for sale, transfer, lease or alienation of the Immovable Properties or any part thereof without the prior written permission of the Lender or on instruction by the Lender;
13. the document(s) recording the creation of security by way of equitable mortgage by the deposit of the Title Deeds shall be the principal document in pursuance to which the Loan has been extended to the Mortgagor;

14. the provisions of Section 67A of the Transfer of Property Act, 1882, shall not apply to these presents and notwithstanding that the Lender may hold two or more mortgages executed by the Mortgagor including these presents in respect of which the Lender has the right to obtain the kind of decrees under Section 67 of the Transfer of Property Act, 1882. The Lender shall be entitled to sue and obtain such decree on any of such mortgages without being bound to sue on all such mortgages in respect of which the mortgage money shall have become due;
15. the Mortgagor is not aware of any act, deed, matter or things or circumstances which prevent the Mortgagor from charging in favour of the Lender the unfixed plant, machinery and all other movable assets of the Mortgagor;  
the Mortgagor is to repay the Outstanding Obligations to the Lender as and when due or as and when demanded by the Lender; the Lender shall be entitled to sell the said Immovable Properties in order to recover all the outstanding due and payable by the Mortgagor;

AND I/ we make the aforesaid declaration cum confirmation for and on behalf of the Mortgagor solemnly and sincerely believing the same to be true and being aware that based on there

Presentations made by using the transaction documents and the above declaration cum confirmation deed, the Lender will accept the mortgage by deposit of the title deeds as detailed in **Schedule C** and the description provided hereinabove in respect of the Immovable Properties.

Authorised Signatory / ies of the Mortgagor

Date [REDACTED]

Place : [REDACTED]

SCHEDULE A		
LOAN DETAILS		
Sl.No.	Particulars	Details
LENDER DETAILS		
1.	Branch Office	
MORTGAGOR DETAILS		
	Name of the Mortgagor	
	Address of the Mortgagor	



## SCHEDULE B

### Description of Property

All that piece and parcel of land known as \_\_\_\_\_ at \_\_\_\_\_

Located at \_\_\_\_\_ (admeasuring about \_\_\_\_\_) and bounded as follows that is to say:

On or towards the North by: \_\_\_\_\_

On or towards the South by: \_\_\_\_\_

On or towards the East by: \_\_\_\_\_

On or towards the West by: \_\_\_\_\_

Together with (i) all present and future ,buildings ,structures of every description which are standing, erected or attached to the aforesaid premises or any part thereof and all rights to use common areas and facilities and incidental thereto, together with all present and future liberties, privileges, easements and appurtenances whatsoever to the said premises or any part thereof or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto; and (ii) all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, and such movable parts as they may comprise of situated within the Registration Sub District of \_Indore Moti Tabela \_\_\_\_ and Registration District of Indore.

## Schedule C

### List of Title Deeds and related documents deposited

1. Regd Sale deed no -----dated	
2. Nagar nigam tax receipt	
3. Prakoshta no _____dated	
4. Water Tax Receipt no _____ dated	
5. Sanctioned Map no _____dated	

Drawn on

By the Office at ( Place )

Confirmed by Mortgagor / Mortgagor Representative or Depositor

## **MEMORANDUM OF ENTRY**

### **Equitable Mortgage of Property by Deposit of Title Deeds by Individual**

On the \_\_\_\_\_ BY \_\_\_\_\_ son of \_\_\_\_\_  
residing at \_\_\_\_\_ (here in after referred to as "**the Mortgagor**", which expression shall unless the context otherwise requires, include heirs, administrators, executors, legal representatives, successors and permitted assigns, as applicable);

Attended the office of **RAJVIR SECURITIES AND FINANCE PRIVATE LIMITED**, a Non-Banking Financing company incorporated under the Companies Act, 1956 having its registered office at 303 Earth Avenue, 7 Bamru Colony, Jaora Compound Indore MP 452001, IN (hereinafter referred to as the "**Lender**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns);

and deposited the Title Deeds (here in after defined), to Shri \_\_\_\_\_

of the Lender, acting on behalf of the Lender, the documents of title, evidences, deeds and writings, search reports, together with permissions, approvals, consents and writing more particularly described in **Schedule B ("Title Deeds")**, in respect of all the Mortgagor's immovable properties more particularly described in **Schedule C ("Immovable Properties")**. The above Title Deeds qua the Immovable Properties are being deposited to create an equitable mortgage in favour of the Lender in order to secure their term loan facility as specified in **Schedule A** granted by the Lender to the Mortgagor (here in after referred to as "**Loan**") under the terms of term loan agreement executed between the Mortgagor and the Lender dated in and around the date of this memorandum ("**Loan Agreement**");

- 1) Accordingly, Shri \_\_\_\_\_ acting on behalf of the Lender is accepting the deposit of the Title Deeds for creation of equitable mortgage in favour of the Lender.
- 2) The Mortgagor stated, while depositing the Title Deeds, that the Title Deeds are being deposited by him/her with Shri \_\_\_\_\_ On behalf of the Lender with an intent to create an exclusive first charge over the Mortgagor's Immovable Properties, in favour of the Lender to secure the due repayment, discharge and redemption by the Mortgagor of the Loan, together with interest, additional interests, default interests, principal amounts, costs, charges, commissions and expenses and all the monies whatsoever stipulated here under or under any of the Transaction Documents (as defined in the Loan Agreement) (hereinafter referred to as "**Outstanding Obligations**"). The Mortgagor stated that he / she shall not create any further charge on the Immovable Properties and that the Immovable Properties shall be a continuing security until the balance under the Outstanding Obligations has been repaid to the satisfaction of the Lender.
- 3) The deposit as aforesaid were made by the Mortgagor with Shri \_\_\_\_\_ acting on behalf of the Lender.

- 4) *\* Please note that the Borrower/Mortgagor shall not sign the MOE.*

(Signature of the Authorised Representative of the

**Lender) \***

**Date:**

All that piece and parcel of land known  
as

---

Located at

\_\_\_\_\_ (admeasuring about \_\_\_\_\_) and bounded as  
follows that is to say:

On or towards the North by:

On or towards the South by:

On or towards the East by:

On or towards the West by:

Together with (i) all present and future, buildings, structures of every description which are standing, erected or attached to the aforesaid premises or any part thereof and all rights to use common areas and facilities and incidental thereto, together with all present and future liberties, privileges, easements and appurtenances whatsoever to the said premises or any part thereof or usually held, occupied or enjoyed therewith or expected to be long or be appurtenant thereto; and (ii) all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, and such movable parts as they may comprise of.

## POWER OF ATTORNEY FOR CREATION OF SECURITY

THIS POWER OF ATTORNEY ("Power of Attorney") granted at \_\_\_\_\_ by: \_\_\_\_

The borrower as specified in **Schedule A** (hereinafter referred to as "**the Borrower**" or "**the Guarantor**", which expression shall unless the context otherwise requires, include heirs, administrators, executors, successors and permitted assigns) IN FAVOUR OF **RAJVIR SECURITIES AND FINANCE PRIVATE LIMITED**, a Non-Banking Financing Company having its registered Office at 303 Earth Avenue , 7 Bamru Colony , Jaora Compound Indore MP 452001 IN and acting through its branch at the place as detailed in **Schedule A** (hereinafter referred to as the "**Lender**" or the "**Attorney**" which expression shall include its successors and assigns); WHEREAS:

- A. The Borrower has entered into a loan agreement dated \_\_\_\_\_ With the Lender ("**Loan Agreement**") where by the Borrower has agreed to avail of a Loan (as defined in the Loan Agreement) from the Lender for the Purpose (as defined in the Loan Agreement).
- B. As stipulated in the Loan Agreement, the Loan together with the Outstanding Obligations (as defined in the Loan Agreement) shall be secured by way of an exclusive charge over the Securities (as defined in the Loan Agreement) in favour of Lender in accordance with the terms of the Transaction Documents.
- C. Pursuant to the Transaction Documents, the Guarantor is required to execute the Power of Attorney being these presents.
- D. Capitalized terms not otherwise defined herein shall have the meaning ascribed to the min the Loan Agreement.

**NOW THIS DEED WITNESSETH** that in consideration of the Lender having agreed to enter into the Transaction Documents, the Guarantor do here by irrevocably nominate, constitute and appoint the Attorney to be the true and lawful attorney of the Guarantor in the name and for and on behalf the Guarantor to do, execute and perform or cause to be done, executed and performed all the following acts, deeds and things or any of them:

1. To create security in favour of the Lenders in any form and manner acceptable to the Lender over the Securities under the Transaction Documents. To deposit title deeds / documents evidencing title with the Lenders and/or make, execute , sign and deliver in favour of the Lender any mortgage or other documents in respect of the aforesaid, in a form and manner satisfactory to the Lender for the purpose of creation of security for the Outstanding Obligations.
2. To execute, sign all other deeds , document s and writing also the requisite particulars required to be filed with the Registrar of Companies under the Companies Act, 2013 and the Companies Act, 1956 (as may be applicable) and/or with any other statutory/ regulatory authority or person in any jurisdiction as may be necessary for the purpose aforesaid.
3. To apply for and obtain the necessary certificate or any other certificate / approvals / permissions / consents / licenses that may be necessary or required for the creation/perfection/registration of the security as mentioned above and all other deeds or documents and for the above purpose.
4. To appear for and on behalf of the Guarantor before the income tax authorities and/or any other statutory/regulatory authority or person in any jurisdiction as may be necessary for the purpose aforesaid and/or if need be to pay or discharge any tax liability for and on behalf the Guarantor reimbursing all such sum s as may have been so paid and without prejudice to claim such reimbursement and to debit such amount to the accounts of the Guarantor carrying interest at the stipulated rate under the Transaction Documents together with default interest.To appear before the Registrar and Sub-Registrar of Assurances in any District or Sub-District or before any other authority or person in any relevant jurisdiction appointed to register documents under the law applicable thereto for the time being in force for the registration of documents and present for registration the documents executed by virtue of these presents and also to admit execution there of and door cause to be done all such acts, deeds, matters and things as may be necessary or proper for the effectual completion and registration of the Transaction Documents and all other deeds and documents so executed in the Land Registry, Collector and other Revenue Authorities as well as the Registrar of Companies or other similar authorities in any jurisdiction.
5. To door cause to be done all such acts, deeds and things as may be necessary or proper for the effectual completion , perfection and registration, if, required of the Transaction Documents and all other deeds and documents and generally do or cause to be done every other act, deeds, matter or thing which the Attorney may deem necessary or expedient for the purpose of or in relation to these presents.

## DEED OF GUARANTEE

This DEED of guarantee is made at \_\_\_\_\_ ( Guarantee Deed) by the Person(s) as referred to in **Schedule A**(hereinafter referred to as “**Guarantor(s)**”, which expression shall include the heirs, executors and permitted assigns as the case may be) IN FAVOUR OF \_\_\_\_\_ and

**RAJVIR SECURITIES AND FINANCE PRIVATE LIMITED**, a Non-Banking Financing Company having its Registered Office at 303 Earth Avenue , 7 Bamru Colony , Jaora Compound Indore MP 452001 (here in after referred to as the “**Lender**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, and permitted assigns) **WHEREAS** interims of a loan agreement dated \_\_\_\_\_ “Loan Agreement”)executed by \_\_\_\_\_(herein after referred to as the “Borrower”)with the Lender, the Lender has agreed extend to the Borrower a loan for an amount as specified in Schedule A (hereinafter referred to as “Loan”) for the purpose as specified in the Loan Agreement on the terms and conditions specified and contained therein. **AND WHEREAS** one of the conditions specified and contained in the said Loan Agreement is that the Borrower shall procure and furnish to the Lender a guarantee guaranteeing due payment by the Borrower of the Loan together with interest, costs charges, expenses and/or other monies due to the Lender in respect of the Loan (herein after referred to as the “Guaranteed Sum”).

**AND WHEREAS** the Guarantor(s)at the request of the Borrower and in consideration of the Lender granting the aforesaid Loan to the Borrower, have agreed to execute this Guarantee Deed in favour of the Lender on the terms and in the manner here in after appearing.

**NOW THIS INDENTURE WITNESSETH** that inconsideration of the above premises it is hereby covenanted and agreed as follows:

1. The Borrower has an obligation to pay the Guaranteed Sum to the Lender. If at any time default shall be made by the Borrower in payment of the Guaranteed Sum due to the Lender in respect of the aforesaid Loan, the Guarantor(s) shall forth with on demand, without any demur or protest ,irrevocably and unconditionally pay to the Lender the amount of such Guaranteed Sum as may be then due to the Lender and shall indemnify and keep indemnified the Lender against all losses which the Lender may incur by reason of any default on the part of the Borrower. The Guarantor also agrees to provide additional security for the Loan, if requested by the Lender.
2. On delay of payment ,the Guarantor(s)confirms that the Guarantor(s)would pay the amount due along with Additional Interest (as defined in the Loan Agreement)agreed upon by the Borrower and the Lender.
3. In order to give effect to the Guarantee herein contained, the Lender shall be entitled to act as if the Guarantor(s) were principal debtors to the Lender.
4. Notwithstanding the Lender's rights under the Loan Agreement and all other documents for the Loan (collectively referred to as “Transaction Documents”), the Lender shall have the fullest liberty to call upon the Guarantor(s) to pay the Guaranteed Sum for the time being due to the Lender in respect of the above-mentioned Loan without requiring to realize from the Borrower the amount due to the Lender in respect of the Loan and /or requiring to enforce any remedies or the Security available to the Lender.
5. This Guarantee Deed shall be governed in accordance with the laws of India and shall be subject to the jurisdiction of the competent court in the city where the concerned branch /office of the Lender is situated.
  - (i) The provisions of Clause 13 above are for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction . To the extent allowed by law ,**the Lender may take concurrent proceedings in any number of jurisdictions.**
  - (ii) Any provision of this Guarantee Deed which is prohibited or unenforceable in the applicable jurisdiction shall, as to such jurisdiction, being effective to the extent of prohibition or run enforceability but that shall not invalidate the remaining provisions of this Guarantee Deed if sent by post within the same country, on the tenth day following posting and if sent by post to another country, on the twentieth day following postin

**DISBURSAL REQUEST FORM (DRL)**

**RAJVIR SECURITIES AND FINANCE PVT LTD (RSFPL).**

**Dated** \_\_\_\_\_

Dear Sir,

**Subject : Request for Disbursement of Loan amount**

This is with reference to my loan account number \_\_\_\_\_ with **RAJVIR SECURITIES AND FINANCE PRIVATE LIMITED.**

**I have been sanctioned a loan of Rs.** \_\_\_\_\_

Request you to make a disbursement as per following details:

FT	
t A/c No.	
ode	

With this disbursement, the total amount drawn down against the above mentioned Loan account \_\_\_\_\_ stands \_\_\_\_\_ at Rs. \_\_\_\_\_

\_\_\_\_\_, which will be the final loan amount.

Enclosed : Herewith the payment request from the developer/ Engineer/ Contractor in original along with the payment receipt for the previous payment made ( if any ) .



**VERNACULAR DECLARATION**

**RAJVIR SECURITIES AND FINANCE PVT LTD (RSFPL)**

**(To be signed by Party to the Agreement signing in Vernacular Language)**

This is to confirm that the contents of this Agreement have been read out, explained and interpreted to,

1) Mr./MS.....in..... Language,

2) Mr./MS.....in..... Language,

3) Mr./MS.....in..... Language, as desired by him/her/them and the same are understood by him/her/them and he/ she/they have confirmed that he/ she/ they has/ have understood the same and has/have agreed to abide by all the terms and conditions of this Agreement. Pursuant to the same, the aforesaid person/s is/are affixing his / her/their signature/s, as given here in below.

1. Name of the Borrower / Guarantor :

Signature \_\_\_\_\_

2. Name of the Borrower / Guarantor :

Signature \_\_\_\_\_

3. Name of the Borrower / Guarantor :

Signature \_\_\_\_\_

In the Event where there is only one party to the agreement i. e Borrower who signs in vernacular language or in the event where all the Borrowers / Co Borrowers have signed in Vernacular Language declaration shall be signed by the RSPL employee .

Name of the Rajvir Securities & private Limited .....

Signature of Rajvir Securities & private Limited .....

Employee Code

## AFFIDAVIT–CUM-DECLARATION FORM FOR DUAL SIGNATURE

### Self-Declaration confirming same residence for Co-applicant/s residing with Deponent along with date of birth and specimen signature

Declaration of Mr./Ms \_\_\_\_\_

I, \_\_\_\_\_ aged about \_\_\_\_\_ years and residing  
At \_\_\_\_\_ Do here by solemnly affirm and sincerely state as follows:

I state that Mr./Mrs \_) \_\_\_\_\_ Who is my \_\_\_\_\_ and having date of birth \_\_\_\_\_ and as applied , along with me, for a loan facility of Rs \_\_\_\_\_ from **RAJVIR SECURITIES AND FINANCE PRIVATE LIMITED**, has been residing at the same address as mentioned above.

This declaration is being provided for the purpose of availing loan facility from **RAJVIR SECURITIES AND FINANCE PRIVATE LIMITED** he/she does not hold any of the valid address proof in his /her individual name for current address as per requirements. Here with I am confirming that as per my Bank record my signature is

\_\_\_\_\_( Signature )

That the specimen signatures of the said Co-applicants are as under :

- 1.
- 2.

All the above details are true and best of my knowledge.

**FORM NO.60**

*[See second provision to rule 114B]*

**Form of declaration to be filed by a person who does not have a permanent account number and who enters into any transaction specified in rule 114B**

1. Full name and address of the declarant: \_\_\_\_\_
2. Particulars of transaction:

Loan Type : \_\_\_\_\_

3. Amount of the transaction:

4. Are you assessed to tax? Yes/No

5. If yes,

- (i) Details of Ward/Circle/Range where the last return of income was filed.
  - (ii) Reasons for not having permanent account number.

6. Details of the document being produced in support of address in column(1)

Verification:

I \_\_\_\_\_ do hereby declare that what is stated above is true to the best of my knowledge and

belief. Verified today, the \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

SL.No.....

**DEMAND PROMISSORY NOTE (DP NOTE )**

Rs. \_\_\_\_\_

ON Demand We , Mr \_\_\_\_\_

\_\_\_\_\_

Resident of \_\_\_\_\_

2 ) Mr \_\_\_\_\_

\_\_\_\_\_

Resident of \_\_\_\_\_

3) Mr \_\_\_\_\_

\_\_\_\_\_

Resident of \_\_\_\_\_

Jointly and severally promise to pay **RAJVIR SECURITIES AND FINANCE PRIVATE LIMITED**, having its registered office at: 303, Earth Avenue, 7, Bamru Colony, Jaora compound, Indore-452001 M.P. IN A Sum of Rs.

\_\_\_\_\_ only (Rupees  
\_\_\_\_\_Only)with interest thereon at the rate of \_\_\_\_\_%per annum on  
reducing balance method/Flat rate method ) .

Affix  
RevenueStam  
pofRs. 1

Affix  
RevenueStam  
pofRs.1

Affix  
RevenueSta  
mpofRs. 1

## **THUMB IMPRESSION AFFIDAVIT**

**(For using thumb impression)**

I.....S/o  
orW/o.....R/o.....  
.....age.....years, resides at  
.....occupation /resides at  
.....do  
Here by solemnly affirm and declare as under;

I, state that I am an illiterate person and hence unable to put my signatures.

2. That I have availed the loan facility of  
(Rupees.....) Rupees in words .....Only) for which I have  
completed all the formalities of **M/s Rajvir Securities and Finance Private Limited** and  
also executed the necessary documents along with the loan agreement with the said company and all the  
terms and conditions of the loan availed is described by the company to me verbally also .

1. That I have provided all my required credentials & particulars with personal details to the said company.
2. That I have to repay the said loan amount to the company in terms of the loan agreement bearing File No. / Account No.- .....within the stipulated time period.
3. That the contents of the loan agreement and all concerned documents have been explained to me in vernacular language and after understanding and accepting all the terms & conditions of the loan agreement I placed my thumb impression on the loan agreement and other documents wherever required, as a borrower.

## **DEPONENT**

### **VERIFICATION**

Verified At .....that the contents of my present affidavit are true And  
correct and nothing has been concealed there from.

## **DEPONENT**

1. Witness signature -----
2. Witness signature \_\_\_\_\_

## **FATCA FORM**

### **RAJVIR SECURITIES AND FINANCE PRIVATE LIMITED**

Annexure containing information for Individuals for reporting requirement under section 285BA of the Income- Tax Act, 1961

**Mandatory-to be filled by each Account holder.**

Account Number: \_\_\_\_\_

Name of the account holder: \_\_\_\_\_

#### **Section1: Declaration of Tax Residency**

or the purposes of taxation, I am a resident in the following countries and my Tax identification Number (TIN)/functional equivalent in each country is set out below or I have indicated that a TIN / functional equivalent is unavailable (kindly fill details of all countries of tax residence if more than one):

<b>Country/ countries of tax residency</b>	<b>Tax Identification Number (TIN) /Functional equivalent</b>	<b>Country issuing TIN/Functional equivalent</b>	<b>Documents provided (copy of certificate of residence/copy of TIN)</b>

**Documents required:** A copy of certificate of residence or a copy of TIN for all the countries listed in the above table.

#### **Section2: Individual Identification**

a) **Father's Name:** \_\_\_\_\_

b) **Place of birth:** \_\_\_\_\_

c) **Country of birth:** \_\_\_\_\_

d) **Occupation:** \_\_\_\_\_

#### **Section 3: Terms and Conditions in the Account Opening Form**

##### **The Customer/ account holder certifies that:**

- The information provided in the Form is in accordance with section 285BA of the Income Tax Act, 1961 read with Rules 114F to 114H of the Income Tax Rules, 1962.
- The information provided by me/us in the Form, its supporting Annexures as well as in the documentary evidence provided by me/us are, to the best of our knowledge and belief, true, correct and complete and that I/we have not withheld any material information that may affect the assessment/categorization of the account as a Reportable account or otherwise.
- I/We permit/authorize the Company to collect, store, communicate and process information relating to the Account and all transactions therein, by the Company and any of its affiliates wherever situated including sharing, transfer and disclosure between them and to the authorities in and/ or outside India of any confidential information for compliance with any law or regulation whether domestic or foreign.
- I / We undertake the responsibility to declare and disclose within 30 days from the date of change, any changes that may take place in the information provided in the Form, its supporting Annexures as well as in the documentary evidence provided by us or if any certification becomes incorrect and to provide fresh

self-certification along with documentary evidence.

- e) I / We also agree that our failure to disclose any material fact known to us, now or in future, may invalidate our application and the Company would be within its right to put restrictions in the operations of my/ our account or close it or report to any regulator and/ or any authority designated by the Government of India (GOI)/ SEBI for the purpose or take any other action as may be deemed appropriate by the Company if the deficiency is not remedied by us within the stipulated period.

I/We here by accept and acknowledge that the Company shall have the right and authority to carry out investigations from the information available in public domain for confirming the information provided by me/us to the Company.

- f) It shall be my/our responsibilities to educate myself/ourself and to comply at all times with all relevant laws relating to reporting under section 285B A of the Act read with the Rules there under.
- g) I/We also agree to furnish such information and/or documents as the Company may require from time to time on account of any change in law either in India or abroad in the subject matter herein.
- h) I/We shall indemnify the Company for any loss that may arise to the Company on account of providing incorrect or incomplete information.