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CUSTOMER COPY

**CUSTOMER COPY**

**Annexure -B**

**ACD-1**

**LOAN CUM HYPOTHECATION AGREEMENT**  
(Agricultural Advances)

**THIS AGREEMENT executed at the place and date as specified hereinbelow by the person(s) described in the Schedule hereinbelow** (hereinafter collectively and severally referred to as "The Borrower")

**IN FAVOUR OF**

**AXIS BANK LIMITED**, a Banking company, carrying on the Banking business under the Banking Regulation Act 1949, incorporated under the Companies Act, 1956 and having its Registered office at 'Trishul', 3rd Floor, Opposite Samaratheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006, Gujarat and having one of its Branch Office at **at the place mentioned in the Schedule hereinbelow** (Hereinafter called 'the Bank' which term unless the context otherwise requires includes its successors and assigns from time to time).

The expression "the Borrower" shall include their respective heirs, executors, administrators and assigns, surviving partners, successors, Co-parceners, members, all trustees, as the case may be.

**WHEREAS**

The Bank at the request of the Borrower is agreeable to grant /has granted/, agreed to grant such Credit Facility upto the limit(s) **as specified in the Schedule herein below** with full power to the Bank from time to time to renew or reduce or enhance the limit or altogether withdraw or cancel the facility without assigning any reason and on the terms and conditions appearing herein (hereinafter collectively and individually referred to as "the said Credit Facility", vide sanction letter details of **which are specified in the Schedule hereinbelow**.

**IN CONSIDERATION OF THE Bank granting the Credit facility as above**, the Borrower hereby agrees, records and confirms with the Bank as follows:

1. The Borrower's application/ Sanction letter issued by Bank and accepted by the Borrower shall constitute the basis of this agreement and of the credit facility to be advanced by the Bank hereunder and the Borrower hereby confirms the correctness of each and every statement and particulars therein set forth. Further the sanction letter shall always be deemed to be an integral part of this agreement.
2. The Borrower agrees and undertakes to notify the Bank, in writing, of any circumstances affecting the correctness of any of the particulars mentioned in the Borrower's application within seven days of the occurrence of any circumstance.
3. The principal amount of the Credit Facility shall, if not demanded earlier by the Bank as mentioned herein after, be repaid by the Borrower to the Bank to be paid as per repayment schedule stipulated in the sanction, provided however that the Bank shall be entitled to demand immediate repayment of the Credit Facility amount if any installment of interest/ Credit Facility installment remains unpaid on the due date for payment thereof.
4. The Borrower agrees that the above credit facility shall be secured by mortgage / hypothecation of such security as stipulated by the Bank vide its sanction letter referred to in the Schedule hereinbelow.
5. The Credit Facility shall be disbursed/has/have been disbursed by the Bank to the Borrower in installments or in one lump sum.
6. The Borrower shall pay interest on the Credit Facility to be calculated on the daily balances in the Credit Facility account(s) with monthly/quarterly/half yearly/yearly or other rests according to the practice of the Bank and as per the guidelines as applicable and issued by RBI from time to time at the rate as mentioned in the Schedule hereunder. Provided that the Bank shall at any time and from time to time be entitled to change the rate of interest and such revised rate of interest shall always be construed as agreed to be paid by the Borrower and hereby secured. Interest on the amount of the Loan is to be applied at the fixed rate of interest stipulated in the Schedule to the Loan Agreement. The rate of interest will be fixed for the entire tenor of the loan.

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**1. Borrower**

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**Co-Borrower/s**

7. Further, without prejudice to the Bank's other rights and remedies, the Bank shall be entitled to charge at its own discretion enhanced rates of interest on the outstanding in the Credit Facility account(s) or a portion thereof or for any default or irregularity on the part of the Borrower which in the opinion of the Bank warrants charging of such enhanced rates of interest for such period as the Bank may deem fit.
8. The Borrower agrees that any subsidy provided/to be provided by the Government or such authorities as prescribed by the Government, shall be kept in Term Deposit Account in his name with the Bank for such period as may be stipulated and which would be adjusted towards Credit Facility as per the subsidy scheme.
9. Penal/additional interest shall be leviable on any default by the Borrower in payment for dues or of any of the terms and conditions herein **as specified in the Schedule below** and the same shall be a charge on the properties secured under the Credit Facility and leviable from the date of the default without prejudice to the Bank's other rights available as per this agreement and on default/ failure of the Borrower to pay the same. Provided also that the obligation to pay penal/additional interest shall not entitle the Borrower to set up a defense that no event of default as mentioned hereunder has occurred.
10. That in the case of cash credit, overdraft and demand loan, the Borrower shall on demand forthwith pay to the Bank the outstanding(s) owing to the Bank in respect of the Credit Facility inclusive of interest, commissions, costs, charges and expenses. However, in a case where for any reason cash credit or overdraft or demand loan is permitted by the Bank at its absolute discretion to be repaid in installments and on such terms as may be stipulated by the Bank, the conditions as to the Cash Credit or Overdraft and Demand Loan herein shall apply to the said Cash Credit or Overdraft and Demand Loan, subject to such changes as may be stipulated by the Bank. In case of Term Loan, the same shall be repayable in terms of the Sanction/repayment schedule.
11. In the event of any default committed, the Bank shall have right to demand the repayment of entire amount of principal and interest thereon remaining due and outstanding which shall become payable forthwith.
12. The occurrence of any of the following Events shall be treated as an Event of Default-
  - (a) any breach of the terms of this Agreement;
  - (b) anyone or more installments or the balance due to the Bank is/are not paid on time;
  - (c) interest has not been paid on due date.
  - (d) If any distress or execution is levied or issued upon or against any part of the property of the Borrower and the same is not discharged or vacated within 14 days or if a receiver is appointed for the Borrower's property or if any substantial part of the Borrower's assets or business shall be deemed to be seized
  - (e) if any action by any Government or any other authority is instituted to suspend business or agricultural pursuit of the Borrower.
  - (f) If the Borrower stops payment or ceases or decides to cease to carry on his/their business, agricultural pursuit or dispose of the whole or substantial part of his business or agricultural pursuit.
  - (g) If any other dues to the Bank is/are not discharged when due prior to or on the specified maturity thereof.
  - (h) If any information furnished by the Borrower to the Bank is found to be incorrect or incomplete in any material particulars.
  - (I) If there is any deterioration or impairment of the securities or any part thereof or any decline or depreciation in the value or market price thereof (whether actual or reasonably anticipated), which causes the securities in the judgment of the Bank to become unsatisfactory as to character or value
  - (j) If any attachment, distress, execution or other process against the Borrower, or any of the securities is enforced or levied upon;
  - (k) The death, insolvency, failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors or threatens to do so, filing of any petition in bankruptcy of by, or against the Borrower
13. In the event of any default as above the Bank shall have the right:-
  - a) To recover the entire dues,
  - b) To suspend any withdrawal to be effected,
  - c) Take possession of the security so created in terms of clause 25 of this Agreement whether by itself or through any of the Recovery Agents or Attorneys as may be appointed by the Bank
  - d) Take any other action as it may deem fit for recovery of its dues and enforcement of its securities.
14. In consideration of the above, the Borrower hereby HYPOTHECATES as security to the Bank for all money's from time to time due by the Borrower to the Bank and the Balance Due to the Bank by way of Exclusive charge in favour of the Bank **all the assets of the Borrower which are more particularly described in the Schedule hereto** (hereinafter referred to as "movable assets") and the same SHALL BE AND STAND HYPOTHECATED to the Bank by way of first charge as security for the due repayment of Credit Facility and also for all indebtedness or liabilities of the Borrower to the Bank together with all interest, commissions, costs, charges and expenses payable to or incurred by the Bank including those for the enforcement of any of the security (ies).
15. This hypothecation made herein shall operate as a security to the Bank in addition to any other security, if any, already held by the Bank for the repayment to the Bank on demand of the balance due to the Bank by the Borrower at any time or ultimately on the closing of the said Accounts upto the aggregated amount of the Credit Facility **as mentioned in the Schedule hereunder**. The expression 'the balance' due to the Bank shall be taken to include the principal moneys from time to time due on the said Accounts whether demanded or not and

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1. Borrower

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Co-Borrower/s

also all interests including additional interest, if any, penal interest/commission charges, interest tax, liquidated damages by whatever name called, calculated from day to day in a manner and at the rate hereinafter mentioned and the amount of all cost (between Attorney and Client) charges and expenses of the Bank which the Bank may have paid or incurred in any way in connection with the hypothecated goods and other assets including the sale and disposal thereof and any other sum that is hereunder declared as can be debited to the accounts and interest thereon.

16. The Bank shall have the right of lien and set off against any of the balances in the account of the Borrower in accordance with the provisions of this agreement and/or under the law.
17. The Borrower shall not create any charge over any property whether secured or unsecured except with the permission of the Bank.
18. The Borrower shall not bank with any other Bank without the written consent of the Bank.
19. The Borrower shall not create any lien on the properties/goods hypothecated to the Bank.
20. The Borrower shall take all steps to get the hypothecated vehicles including tractors etc. registered with the authorities immediately as may be required under the law and shall submit, the proof of such registration to the Bank within 7 days from the date of the registration and shall take such necessary steps to ensure that the RC Book of the Tractors contain an endorsement in the name of the Bank in its capacity as Lender/ Financier of the said vehicle.
21. The Borrower shall also provide a suitable third party guarantee as and when required. Without prejudice to the Bank's absolute right in its uncontrolled discretion without any notice, reference or intimation to Borrower and without Borrower's consent to adjust, appropriate or set off at any time and from time to time any amount received or to be received by the Bank from the Borrower or any amount due or to become due to Borrower in any current, savings, term deposit or any deposit account or any account whatsoever at any of the Bank's branches whatsoever, any amount received or to be received by the Bank may first be appropriated by the Bank towards costs, charges and expenses incurred by the Bank and surplus amount, if any, may thereafter be appropriated by the Bank towards interest chargeable by the Bank and surplus amount, if any, may lastly be appropriated by the Bank towards principal amount due to the Bank.
22. Notwithstanding the Bank's decision/action/policy, if any to reverse any debit entry or not to debit interest or not to make any debit entry in Bank's books or in ledger account or in statement of account or any account, for any period whatsoever, the Borrower shall be bound and liable to pay jointly and severally to the Bank, the entire outstanding, debit balance and compound interest thereon with quarterly rests till the date of realization, recovery or collection by the Bank of all such amounts plus interest penal interest, interest tax, additional interest, if any, liquidated damages, Commission, costs, charges and expenses at such rates as may be prevailing or fixed or to be fixed by the Bank from time to time without any reference, notice or intimation by the Bank at any time whatsoever.
23. Borrower do hereby agree, undertake, record, declare, admit, assure, promise, acknowledge and confirm to abide by, accept, satisfy, fulfil, carry out, perform and comply fully with all the terms, conditions, requirements, sanctions, provisions and stipulations or any amendments or modifications therein made or to be made by the Bank at any time or from time to time in its discretion concerning any of my/our facilities, limits or accounts without any reference, notice or intimation by the Bank in that behalf.
24. Any stamp duty, penalty, registration charges, or deficit therein, if any, payable on this document shall be borne and paid by the Borrower and not by the Bank.
25. 25. In the event of default, notwithstanding anything in contrary, the Bank shall be entitled at its absolute discretion to inter alia:
  - a) Call upon the Borrower/s by issuance of a 7 days loan recall notice (or forthwith in exceptional scenarios as mentioned hereinafter) to pay forthwith the outstanding balance of the loan together with the interest and all sums due and payable by the Borrower/s under this Agreement. The requirement of 7 days notice will be dispensed with in case any fraud is perpetuated by the Borrower or persons/entity providing securities or if the effect or consequence of an event, circumstance, occurrence or condition which has caused in the opinion of the Bank, as of any date of determination, or could reasonably be expected to cause a material and adverse effect on: (i) the financial condition, business or operation of the Borrower, the persons/entities providing the securities or any Person who is party to any loan/security documents executed in connection with the credit facilities provided to the Borrower; (ii) the ability of the Borrower, to perform their respective obligations under the loan/security Documents; (iii) the legality, validity or enforceability of any of the loan/security documents executed for the benefit of the Bank (including the ability of the Bank to enforce any of its remedies under the loan/security documents executed in connection to the credit facilities sanctioned to the Borrower.
  - b) Repossession of the Asset(s): To take possession of the Hypothecated Asset(s) after expiry of the notice period mentioned in clause (a) above from wheresoever it may be stored/kept/parked the Asset(s) including all accessories, body work, and fittings and for that purpose, it shall be lawful for the Bank or the Bank's authorized representatives, servants, agents, officers forthwith or any time enter upon the premises or garage where the Hypothecated Asset(s) shall be lying and kept and to take possession or recover or receive the same if necessary to break open such place of storage. Any damage to the land or building caused by removal of the Asset(s) shall be the sole responsibility of the Borrower(s). The possession as contemplated in the aforesaid clause would be done in conformity with the recovery policy of the Bank which is available in the Banks website [www.axisbank.com](http://www.axisbank.com) , the terms whereof are deemed to be part and parcel of these presents.

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1. Borrower

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Co-Borrower/s

- c) To take all necessary steps as fully and effectively as the Borrowers could take to dispose off the Assets at the risk and cost of the Borrowers in all respect after issuance of a pre –sale notice intimating the Borrower/security provider of the proposed sale. The notice amongst others shall grant the Borrower/security provider reasonable time to repay the outstanding debt due and payable to the Bank. In case the Borrower/security provider pay the due and payable amount to the satisfaction of the Bank within the time lines mentioned in the pre sale notice, the proposed sale shall be called off by the Bank and the Assets shall be handed over back to the Borrower/security provider at the costs and expense of the Borrower/security provider. On the contrary, if the Borrower/security provider fails to pay the due and payable amount within the time lines prescribed, Bank shall proceed to sell the Assets either through public or private auction as deemed appropriate.
- d) The Borrowers shall not raise any objection to the regularity of sale or other disposition made by the Bank nor shall the Bank be responsible for any loss that may arise from any act or default on the part of any broker or auctioneer or other person or body employed by the Bank or the receiver for the purpose of the sale or disposition. e) In the event of there being any surplus available of the net proceeds of such sale after payment in full of the balance due to the Bank, it shall be lawful for the Bank to retain and apply such proceeds together with any money or monies belonging to the Borrower for the time being in the hands of the Borrower or under whatever account as far as the same shall extend against in or towards liquidation of any monies that shall be or may become due from the Borrower or any of its group companies/associates/guarantors/directors/promoters to the Bank or the Banks group companies. f) The Borrower expressly recognizes and accepts that the Bank shall, without prejudice to its rights to perform such activities either itself or through its officers or servants and be absolutely entitled and have full power and authority to appoint one or more third parties at the sole discretion of the Bank and to transfer or delegate to such third parties the right and authority to collect on behalf of the Bank all unpaid amounts and to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto.
26. The Bank reserves its right to appoint at its discretion such persons as its agents and trustees as the Bank may deem fit and the Borrower accepts and acknowledges that such agents and trustees shall have the right to demand payment from the Borrower of all amounts due and payable by the Borrower to the Bank, to receive such payments from the Borrower, to seize/repossess the security charged in favour of the Bank for the credit facility granted, to proceed against the Borrower for recovery of the Credit facility, to foreclose the security created by the Borrower, to file suits and take legal proceedings against the Borrower and other persons, including but not limited to the co-Borrower and guarantor(s), if any, for recovery of all or any of the amounts due by the Borrower to the Bank and to do all such acts , deeds and things as the agents and trustees may be entitled to do pursuant to the authority granted to them by the Bank.
27. The Borrower hereby agrees and confirms that in the event the Bank repossesses the hypothecated security, the Bank shall be at liberty either to keep the said security in the premises wherein they may be lying at the time of repossession thereof and affix Bank locks to such premises or to remove the security to any other premises. In the event of the Bank repossessing the hypothecated security or appointing an agent or representative or a receiver thereof, neither the Bank nor the receiver shall in any way be liable and/or responsible, notwithstanding anything to the contrary contained in Section 152 of the Indian Contract Act, 1872 and/or any other law for the time being in force for any damage, loss, deterioration to the hypothecated security, whether by theft , fire , flood , earthquake, drought, lightening or any other cause whatsoever.
28. The Borrower hereby agrees and confirms that in the event the Bank repossesses the hypothecated security, the Bank shall be at liberty to appoint any officer of the Bank as a receiver of the hypothecated security and/or sell by public auction or private contract or otherwise dispose of or deal with all or any part of the hypothecated security at such price as may be determined by the Bank in its absolute discretion (and the decision of the Bank with respect to the price or any other matter related thereto, shall be final and binding on the Borrower) and to enforce, realise, settle, compromise and deal with any of the rights aforesaid without being liable for any loss in exercise thereof and without prejudice to the Bank s' rights and remedies of suit against the Borrower and to apply the net proceeds of such sale in or towards the liquidation of the balance due to the Bank . The Borrower hereby accepts the Bank's account of sales, realisations and to pay any shortfall or deficiency therein shown.
29. In the event, the net sum realised by such sale be insufficient to cover the balance then due to the bank, the Bank shall be at liberty to apply any other moneys in the hands of the Bank and standing to the credit of, or belonging to the Borrower, in or towards payment to the balance for the time being due to the Bank
30. The Bank may assign or otherwise transfer the credit facility (or the portion thereof respectively advanced by them) to any third party and pursuant to which the Bank shall be entitled to assign the Security created herein with all or any rights under this Agreement without the prior written consent of the Borrower. The Borrower confirm unconditionally and irrevocably that it shall have no objection in case the bank decides to assign/sell a part of or the entire loan/credit facility alongwith securities of the said movable assets to another bank / institution / limited company / Government body or department. (assignee / buyer). In such case the Borrower agrees that it shall become the primary borrower of such assignee / buyer and shall at no point of time raise any objection, legal or otherwise regarding assignment, transfer and sale of the securities by the Bank in favour of the assignee / buyer.
31. The Borrower also agrees, undertakes and confirms as under:
- (a) The Borrower understands that as a precondition relating to the grant of and/or continuing the grant of the Facility to the Borrower, the Bank requires the Borrower's consent for the disclosure by the Bank of, information and data relating to the Borrower, of the Facility availed of/to be availed by the Borrower, in discharge thereof.

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Co-Borrower/s

- (b) Accordingly, the Borrower hereby agrees and gives consent for the disclosure by Bank of all or any such:
- (A) information and data relating to the Borrower;
  - (B) the information of data relating to the Facility/Financing Documents; an
  - (C) default, if any, committed by the Borrower, in discharge of the Borrower's obligations under the Facility, as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Companies ("CIC") and any other agency authorised in this behalf by Reserve Bank of India ("RBI") and/or to Information Utilities ('IU') or any other person pursuant to the Insolvency and Bankruptcy Code, 2016; and/or to any other statutory or regulatory or law enforcement authority (including Court and/or Tribunals).
- (c) The Borrower declares that the information and data furnished by the Borrower to the Bank are true and correct and hereby specifically agrees to promptly authenticate the 'financial information submitted by the Bank/Lender, as and when requested by the concerned 'IU'
- (d) The Borrower also undertakes that:
- (A) Any CIC and any other agency so authorised may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
  - (B) Any CIC and any other agency so authorised may furnish for consideration, the processed information and data disclosed or products thereof prepared by them, to bank(s)/financial institution(s) and other credit grantors or registered users, as may be specified by the RBI in this behalf.
- (e) The Borrower agrees, undertakes and authorizes the Bank to exchange, share or part with all the information, data or documents or other information as mentioned in this Clause 13.8 (e) and also the information relating to the conduct of the Borrower's accounts, credit history or repayment record, with other banks / financial institutions involved in the financing arrangement to the Borrower, whether under consortium or multiple banking or sole banking arrangement and also with the banks/ financial institutions intending to finance the Borrower, as the Bank may deem necessary or appropriate as may be required for use or processing of the said information / data by such banks/ financial institutions or furnishing of the processed information / data to other banks / financial institutions / credit providers and the Borrower shall not hold the Bank liable in any manner for use of such information.
- (f) The Borrower agrees that in case the Borrower commits a default in payment or repayment of any amounts in respect of the Facility, the Bank and/or RBI will have an unqualified right to disclose or publish the details of the default and the name of the Borrower, its directors, partners, as the case may be, as defaulters, in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.
32. Any information/communication given/made to the Borrower through post/courier at the address last known to the Bank shall be treated as sufficient service on the Borrower for all intent and purposes.
33. The Borrower hereby further covenants -
- a) That the Borrower shall at all times maintain a sufficient quantity and market value of the security to provide the necessary margins in security required by the Bank wherever applicable.
  - b) That the Borrower shall not except in the normal course of business but subject to the powers of the Bank herein contained, cut, remove/dispose of the security from the place(s) wherever normally they may be kept/preserved, stored without the prior written permission of the Bank during the time any money herein mentioned shall remain outstanding. Such security, if so required by the Bank, shall be immediately delivered to the Bank.
  - c) That the Bank without being bound to do so or being liable for any loss on account thereof and without prejudice to the rights and remedies of suit or otherwise shall be entitled to -
    - i. Without notice to the Borrower and at the Borrower's risk and expense enter any place(s) where the security may be kept/stored and inspect, value, insure, dispose of and/or take possession thereof either by itself or through its agents/ representative/ attorneys.
    - ii. Apply towards the outstanding Credit Facility and money in its hand belonging to the Borrower and to recover the balance if any, of the Credit Facility notwithstanding that all or any of the security may not have been realized.
    - iii. The Bank shall be entitled to settle compromise, submit to arbitration and deal with any manner with any rights, debts, claims of Borrower relating to the security.
  - d) That all the security(ies) are free and shall be kept free from any charge or encumbrance except those in favour of the Bank.
  - e) That the Borrower shall at all times keep such items of security as are of insurable nature, insured against loss or damage by Fire and other risks as may be required by the Bank and shall deliver to the Bank all such policies. It shall be also lawful for but not obligatory upon the Bank to insure by debit to the Borrower's account/s in respect of the security as are of the insurable nature. The proceeds of such insurance shall at the option of the Bank either be applied towards replacement of the security or towards the satisfaction of the Bank's dues.
  - f) That the Borrower shall pay all charges and taxes statutory or otherwise in respect of the security. The Bank may also without being bound to do so, pay all such charges and taxes at the cost of the Borrower, by debit to the Borrower's account(s).
  - g) That this agreement is intended to and shall operate as a continuing security for all dues, indebtedness and

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**1. Borrower**

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**Co-Borrower/s**



liabilities of the Borrower to the Bank at all times during the subsistence of the agreement notwithstanding-

- i. The existence of a credit balance or 'Nil' balance in the Credit Facility accounts at any time or any partial payment or fluctuation of accounts or
- ii. Any Credit Facility or any part thereof have been repaid either after demand has been made by the Bank or otherwise or has not been so repaid on demand.
- h) That if the Borrower be more than one individual each one or any of them is/are authorised and empowered by the other(s) of them to admit and acknowledge his/their liability to the Bank by any payment into the account(s) or by way of express writing in any manner or otherwise and any such admission and acknowledgement of the liability by one or more of them shall be construed to have been made on behalf of each of them.
- i) That the Borrower hereby gives his/their consent for the Credit Facility being recovered as a public demand/money in terms of any legislation relating to recoveries thereof, where such consent is necessary under any legislation.
- j) The Borrower covenants that the Credit Facility shall be utilised for the purpose for which it is sanctioned by the Bank and for no other purpose and all the terms and conditions as contained in the letter of sanction and other documents if any executed by the Borrower in respect of the Credit Facility shall be duly observed and shall be deemed to form part of these presents.

34. "Governing Law and Jurisdiction

All Disputes, Differences and /or claims or questions arising out of these presents or in any way touching or concerning the same or as to constructions, meaning or effect thereof or as to the right , Obligations and liabilities of the parties hereunder shall be referred to and settled by Arbitration , to be held in accordance with the provisions of the Arbitration and conciliation Act ,1996 or any statutory amendments thereof, of sole arbitrator to be appointed by lender/bank, and in the event of death , Unwillingness , refusal ,neglect , Inability or incapability of a person so appointed to act as an arbitrator , The lender/bank may appoint new arbitrator to be a sole arbitrator. The arbitrator shall not be required to give any reasons for the award and the award of the arbitrator shall be final and binding on all parties concerned .The arbitration proceeding shall be held Mumbai/Delhi/Chennai/Kolkata and It shall be in English language only .

35. The contents of the Agreement have been read over and translated into \*\_\_\_\_\_ language and explained to Borrower and he/they having understood the contents thereof have subscribed to these presents. (\* state the Language of the Borrower).

36. " The Borrower hereby agrees and undertakes that no such person whose name is appearing in the list of Wilful defaulters shall be inducted on its board and that in case, such a person is found to be on its Board, it would take expeditious and effective steps for removal of such person from its Board."

37. "The Borrower hereby acknowledges and agrees that the Bank has a right to award a separate mandate to our Auditor or any independent Auditor, as the Bank may deem fit with a view to obtain a specific certificate regarding diversion /siphoning of funds by the Borrower. The Borrower agrees and undertakes to co-operate with such Auditors and provide the necessary information and/or documents as may be required by such Auditors. The Borrower also agrees and undertakes to bear all the expenditure in respect of obtaining the said Certificate and agrees to indemnify and keep the Bank indemnified in this regard."

38. "The interest payable by the Borrower shall be subject to the changes based on guidelines / directive issued by RBI to banks from time to time and the changes made by the Bank."

39. "Goods and Services tax (GST) will be charged extra as per the applicable rates, on all the charges and fees (wherever GST is applicable)"

40. The Borrower hereby gives specific consent to the Bank/Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13 ) of the Insolvency and Bankruptcy Code, 2016 ( 'Code' for brief ) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit/ Financial facilities availed from the Bank/ Lender, from time to time, to any 'Information Utility' ( 'IU' for brief ) as defined in Section 3 ( 21 ) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank/Lender, as and when requested by the concerned 'IU' .

41. "Representation and Covenants of the Borrower":  
Borrower/s must utilise borrowed funds solely for the purpose for which the loan is granted and that it cannot make any material transfers to its group entities, from such funds, without the consent of the Bank.

IN WITNESS WHEREOF the Borrower has/have set his/their hand(s) to these presents on this the day and year stated hereunder.

Place:  
Date :

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Signatures/Thumb Impression of Borrower

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**1. Borrower**

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**Co-Borrower/s**



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| <p>To be used in case the Borrower is a <b>Proprietorship Concern</b></p> | <p>SIGNED &amp; DELIVERED<br/>By the with named borrower<br/>Shri _____<br/>As Sole Proprietor of<br/>M/s _____</p>  |
| <p>To be used in case the Borrower is an Individual</p>                   | <p>SIGNED &amp; DELIVERED<br/>By the with named borrower<br/>Shri _____</p>  |
| <p>To be used in case the Borrower is a <b>Partnership Firm</b></p>       | <p>SIGNED &amp; DELIVERED<br/>By the with named borrower<br/>1. _____<br/>2. _____<br/>For and on behalf of<br/>M/s _____</p>  |
| <p>To be used in case the Borrower is a <b>Company</b></p>                | <p>SIGNED, SEALED &amp; DELIVERED<br/>For and on behalf of<br/>M/s _____<br/>The common Seal of the above mentioned Borrower has been hereunto affixed pursuant to the resolution of its Board of Directors Passed in that Behalf on the ____ Day of ____ 20 __ in the presence of<br/>1. _____<br/>2. _____</p> |
| <p>To be used in case the Borrower is a <b>Society / Trust</b></p>        | <p>SIGNED &amp; DELIVERED<br/>By the with named borrower<br/>M/s _____<br/>Through its authorised signatory<br/>Shri _____<br/>Pursuant to the resolution passed at its meeting held on the ____ Day of ____ 20 __ in the presence of<br/>1. _____<br/>2. _____</p>  |

\_\_\_\_\_  
1. Borrower

\_\_\_\_\_  
Co-Borrower/s

**THE SCHEDULE HEREINABOVE REFERRED TO**

| Sr. no. | Title                               | Details  |
|---------|-------------------------------------|--|
| 1.      | Place of Execution                  |  |
| 2.      | Date of the Agreement               |  |
| 3.      | Name of Borrower / Co-Borrower      | _____  |
|         |                                     | _____  |
|         |                                     | _____  |
|         | Address of the Borrower             | _____  |
|         |                                     | _____  |
|         | Address of the Co-Borrower          | _____  |
| 4.      | Address of the Branch               | AXIS Bank Ltd.<br>_____  |
| 5.      | Limits of the Loan                  | Amount in figures: Rs. _____<br>Amount in words: Rupees _____ only.  |
| 6.      | Sanction Letter                     | Reference no. _____ Dated _____  |
| 7.      | Nature of the Loan                  |  |
| 8.      | Tenure of the Loan                  | _____ years  |
| 9.      | Interest Rate                       | <input type="checkbox"/> (For loans with tenor upto 36 months) - 1 Year MCLR ___% p.a. + Spread ___% p.a. = "Effective Rate of interest ___% p.a.", No Reset<br><input type="checkbox"/> (For loans with tenor > 36 months) - "Effective Rate of interest ___% p.a." |
| 10.     | Periodicity of Interest Compounding | Monthly/quarterly / Half yearly/ Yearly rests  |
| 11.     | Penal Interest                      | _____ % p.a.   |
| 12.     | Prepayment Charges                  | _____ %  |
| 13.     | Other Charges/Fees                  |  |
| 14.     | Security                            | (a) Simple Mortgage/Equitable Mortgage of property situated at _____ owned by _____<br>(b) Hypothecation of _____ assets<br>(c) Guarantee of _____   |
|         |                                     | <b>Tractor Details</b>   |
| 15.     | Details of the Hypothecated Vehicle | i) Make and Model _____ :<br>ii) Year of Manufacture _____ :<br>iii) Engine No. _____ :<br>iv) Chasis No. _____ :<br>v) Registration No. _____   |
|         |                                     | <b>Trolly Detail</b>   |
|         |                                     | i) Make and Model _____ :<br>ii) Year of Manufacture _____ :<br>iii) Engine No. _____ :<br>iv) Chasis No. _____ :<br>v) Registration No. _____   |

Co-Borrower/s

1. Borrower

● "Goods and Services tax (GST) will be charged extra as per the applicable rates, on all the charges and fees (wherever GST is applicable)"

1. Borrower

Co-Borrower/s

Repayment Schedule

| Normal even EMI cases | EMI Amt | Start Date | End date | Tenure | Frequency (M/Q/H) |
|-----------------------|---------|------------|----------|--------|-------------------|
|                       |         |            |          |        |                   |

| For structured cases |         |          |      |    |                             |
|----------------------|---------|----------|------|----|-----------------------------|
| Installment No.      | EMI Amt | Due Date | Due  |    | Repayment Frequency (Q / H) |
|                      |         |          | From | To |                             |
| 1                    |         |          |      |    |                             |
| 2                    |         |          |      |    |                             |
| 3                    |         |          |      |    |                             |
| 4                    |         |          |      |    |                             |
| 5                    |         |          |      |    |                             |
| 6                    |         |          |      |    |                             |
| 7                    |         |          |      |    |                             |
| 8                    |         |          |      |    |                             |
| 9                    |         |          |      |    |                             |
| 10                   |         |          |      |    |                             |
| 11                   |         |          |      |    |                             |
| 12                   |         |          |      |    |                             |
| 13                   |         |          |      |    |                             |
| 14                   |         |          |      |    |                             |
| 15                   |         |          |      |    |                             |
| 16                   |         |          |      |    |                             |
| 17                   |         |          |      |    |                             |
| 18                   |         |          |      |    |                             |
| 19                   |         |          |      |    |                             |
| 20                   |         |          |      |    |                             |
| 21                   |         |          |      |    |                             |
| 22                   |         |          |      |    |                             |
| 23                   |         |          |      |    |                             |
| 24                   |         |          |      |    |                             |

\_\_\_\_\_

Co-Borrower/s

1. Borrower

**Note:** The facility and applicable interest shall be payable/repayable by the applicants(s) to AXIS BANK LTD. as per the aforementioned schedule notwithstanding the date(s) of disbursement by AXIS BANK LTD. to the person(s) as mentioned above.

\_\_\_\_\_

**1. Borrower**

\_\_\_\_\_

**Co-Borrower/s**

\_\_\_\_\_

\_\_\_\_\_

## IRREVOCABLE POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME I, \_\_\_\_\_  
\_\_\_\_\_ Son/daughter/wife of  
\_\_\_\_\_ residing at \_\_\_\_\_

\_\_\_\_\_ (hereinafter called "**the Borrower**" which expression shall include his/her heirs, executors, administrators, legal representatives and permitted assigns)

OR

M/s. \_\_\_\_\_ a company incorporated Under the Companies Act 1956, and having its Registered Office at \_\_\_\_\_

\_\_\_\_\_ (hereinafter called "**the Borrower**" which expression shall include its successors and permitted assigns)

OR

M/s. \_\_\_\_\_ a partnership firm having its principal place of business at \_\_\_\_\_  
\_\_\_\_\_ and constituted by and between Mr/Mrs/Ms. \_\_\_\_\_

\_\_\_\_\_ (hereinafter called "**the Borrower**" which expression shall be deemed to mean and include each partner's/heirs, executors, administrators, legal representatives is a company its successors and permitted assigns):

WHEREAS:

1. AXIS Bank Ltd, (hereinafter referred to as "**the Bank**" having one of its branches at \_\_\_\_\_ (hereinafter referred to as "**the Lending Office**" at the request of the Borrower and the Guarantor(s) as specified in an Agreement-cum-Guarantee, dated \_\_\_\_\_, ("the **Agreement**") has granted/agreed to grant a sum of Rs. \_\_\_\_\_ /- (R\_\_\_\_\_ ) as Loan to the Borrower for acquiring \_\_\_\_\_ Asset more particularly described in the Schedule hereunder written ("the **said Asset**")
2. Pursuant to the terms and conditions of the Agreement, the Borrower has agreed to hypothecate to and charge in favour of the Bank by way of first and exclusive charge the said Asset more particularly described hereunder.
3. In consideration of the Bank sanctioning the loan as per the terms and conditions of the Agreement, and to further assure and enable the Bank to carry out the terms and conditions of the Agreement thereof I/We do hereby execute an irrevocable power of Attorney in favour of the Bank to do the following acts and on behalf of me/us, the Borrower.

**NOW KNOWING ALL AND THESE PRESENTS WITNESS THAT** I/We do hereby irrevocably Nominate/constitute upon the Bank acting through any of its officers as my/our true and lawful attorney for me/us on my/our behalf and at my/our cost and risk to do, execute and perform all or any of the following acts, deeds, matters and things that is to say:

1. To execute and complete in favour of the Bank or its nominee any documents which the Bank may require for perfecting its title to or for vesting the said Asset in the Bank or its nominee or any purchaser thereof.

\_\_\_\_\_  
1. Borrower

\_\_\_\_\_  
Co-Borrower/s

2. To disburse the loan amount for purchase of the said Asset directly to the dealer/seller and obtain a receipt for such payment from the dealer/seller.
3. To take inspection directly or to engage any Advocate, Chartered Accountant or registered Trade practitioner for taking inspection of my/our Income tax return/s and assessment proceedings, Appeal proceedings etc. relating to the current and previous Assessment years. This authority is being given to the Bank to enable the Bank to verify the veracity of various representations made by me/us the undersigned, for seeking loan from the Bank.

\_\_\_\_\_

Borrower

\_\_\_\_\_

Co-Borrower/s

\_\_\_\_\_

Co-Borrower/s

\_\_\_\_\_

Guarantor

4. To appear before office of Registration Authority Regional Transport Officer Sales Tax Officer, Registrar of Companies and other authorities through Advocates or any such authorised person deemed necessary by the Bank to effect endorsement of hypothecation in the registration certificate and transfer the Asset when necessary.
5. To obtain, receive, demand or collect my forms, certificates, registration books, booking order, insurance policies or other documents from any Registering Authority manufacturers of the said Asset and/or Its dealers.
6. To take possession of the said Asset in case of default and for that purpose enter the premises where the said Asset is parked, as per terms of the Agreement.
7. To transfer, sell or dispose of the said Asset and to sign and execute all or any forms, declarations or instruments as may be necessary or expedient for giving effect to the delivery of the said Asset to the purchaser thereof.
8. To appoint or engage any broker, dealer or auctioneer for effecting any such transfer, sale or disposition of the said Asset.
9. To sign, execute necessary forms, documents or to give notice to the appropriate Registering Authority for effecting transfer of the said Asset in favour of the purchaser.
10. To receive the consideration of the sale, transfer disposition or dealing of said Asset and issue proper receipt or receipts to give a valid and effectual discharge for such consideration.
11. To take delivery, actual possession or custody of the said Asset as and when demanded by the Bank. To appoint or engage any broker or other agent for taking possession or effecting delivery of the said Asset.
12. To sign and delivery or otherwise perfect the hypothecation created or to be created on the said Asset and to do all such acts, deeds and things as may be required for exercise of or any of the powers hereby conferred.
13. To sign and delivery the necessary forms that may be required to be filed or necessary with the Registering Authority or other authorities under the Motor Vehicles Act or any other law for the time being in force to record the charge of hypothecation on the said Asset, created or to be created in favour of the Bank.
14. To pay any fees, charges, penalties, imposts, premiums, taxes or other impositions to any Registering Authority, insurance companies or other authorities for the said Asset.
15. To act as a facilitator and make the premium payment to any insurance company and/or insure, renew such insurance at my/costs, charges and expenses which shall be reimbursed by me/us to the Bank.

\_\_\_\_\_

**1. Borrower**

\_\_\_\_\_

**Co-Borrower/s**

16. To obtain, receive, demand or collect any forms, certificates, registration books, looking order, insurance policies or other document from any Registering Authority, manufacturers of the said Asset or its dealers/sellers.
17. To cancel, annul or rescind booking of one or more of the said Asset and to get refund of any such booking amount from the manufacturer or its dealer by issuing receipts as valid and effectual discharge for such refund.
18. To fill and complete any cheque that may be lying now or hereafter with the Bank duly signed by me, or on our behalf with such amount, date and/or name of the payee that may be deemed fit by the Bank.
19. To get requisite information from my employer as may be expedient to ascertain material particulars.
20. In case of default by me/us of the terms and conditions of the Agreement, to transfer, sell, give on hire, dispose of, give delivery of and otherwise howsoever deal with the said Asset and to sign and execute all agreements, contracts, declaration forms, instruments and other writings whatsoever as may be necessary or expedient in that behalf.
21. To give notice, if required to the appropriate Registering Authority and/or such other authority in law, for the registration of the said Asset upon the sale, transfer, disposal, delivery thereof.
22. To delegate all, any or more than one of the powers, authorities and liberties herein vested and to appoint to any substitutes to any one more purpose or purposes as the Bank shall from time to time desire in that behalf.
23. For the better doing, performing and executing all the matters and things aforesaid, I/We hereby further grant unto the said Bank full power and authority to substitute and appoint in its place and stead on such terms as it may think fit one or more attorney/s to exercise for me/us as my/our attorney/s any or all powers and authorities hereby conferred, to revoke any such appointments and to substitute or appoint any other person/s in place of such attorney/s as the Bank may from time to time think fit.

\_\_\_\_\_

Borrower

\_\_\_\_\_

Co-Borrower/s

\_\_\_\_\_

Co-Borrower/s

\_\_\_\_\_

Guarantor

And generally to do, perform and execute, all acts, deeds, matters and things relating to or concerning or touching these presents as fully and effectually as if I/We were personally and had been done, performed or executed the same myself/ourselves.

This authority shall be binding upon me/us, the under signed my/our legal successors prior and post to the grant of the loan and shall be irrevocable during the tenure of the loan and until all sums due and owing by me/us has been paid to the Bank.

And I/We hereby agree to ratify and confirm all and whatsoever the Bank shall do or cause to be done in or about the premises by virtue of these presents.

IN WITNESS WHEREOF I/We hereunto set my/our hands at \_\_\_\_\_(place)

this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

**1. Borrower**

\_\_\_\_\_

**Co-Borrower/s**

**SCHEDULE**  
**(Description of Asset)**  
**(Model) (Year)**  
**(Particulars of the Asset)**

Purchased by me/us pursuant to a loan an granted to me/us by the Bank under the Asset Loan-cum-Hypothecation Agreement dated \_\_\_\_\_ between me/us and the Bank.

SIGNED AND DELIVERED by the said above named Borrower



Date \_\_\_\_\_

NAME: \_\_\_\_\_

(Signature of Borrower)

In case of partnership firms, Trust / Societies authorised partner to sign.

In case of sole proprietary concerns, sole proprietor to sign.

In case of companies, common seal to be affixed in accordance with the Articles.)

In the presence of WITNESSES:

| Name     | Address | Signature |
|----------|---------|-----------|
| 1. _____ | _____   | _____     |
|          | _____   |           |
|          | _____   |           |
| 2. _____ | _____   | _____     |
|          | _____   |           |
|          | _____   |           |
| 3. _____ | _____   | _____     |
|          | _____   |           |
|          | _____   |           |



**DEED OF GUARANTEE  
(For Agricultural Advances)  
(To be stamped as an agreement, not to be attested)**

To

AXIS Bank Limited

\_\_\_\_\_ Branch

Place \_\_\_\_\_

Dist. \_\_\_\_\_

Date \_\_\_\_\_

In consideration of AXIS Bank Limited, a banking company incorporated under the Companies Act, 1956 and having its registered office at 'Trishul', 3rd Floor, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006, Gujarat and one of its branch office **at the place mentioned hereinabove** (hereinafter called "the Bank" which term unless the context otherwise requires includes its successors and assigns from time to time) having at my/our request granted/agreed to grant/continue to grant from time to time to such Credit Facility upto the limit(s) and for such for such purpose, to such persons as specified in the Schedule herein below (hereinafter referred to as the "Borrower") with full power to the Bank from time to time to renew or reduce or enhance the limit or altogether withdraw the Facility on the terms and conditions appearing herein (hereinafter collectively and individually referred to as "the said Credit Facility)", read with the sanction letter details of which are specified in the Schedule hereinbelow, I/We, \_\_\_\_\_ son /wife /daughter of \_\_\_\_\_ Address \_\_\_\_\_

hereby guarantee repayment of all moneys payable by the Borrower to the Bank in respect of the loans together with interest thereon and all costs and expenses and the due performance by the borrowers of the terms of the loans and I/we also agree to pay and make good to the Bank on demand all losses, costs, damages and expenses occasioned to the Bank by reason of non-payment or the breach of any of the terms aforesaid subject to the terms and conditions hereinafter contained.

1. I/we agree that guarantee given hereunder is enforceable notwithstanding any dispute or any suit that may be pending between the Bank and the Borrower.
2. That the guarantee given hereunder is intended and shall operate as a continuing one for all loans, indebtedness and liabilities of the Borrower to the Bank at all times during the subsistence of this Agreement notwithstanding :
  - a. that any of loan account(s) may at any time or from time to time be brought to credit/Nil balance ; or
  - b. any loans or any part thereof may be repaid either after demand has been made by the Bank otherwise or has not been so repaid on demand.
3. That the Bank shall be at liberty and without the consent or knowledge of me/us at any time or from time to time to vary the terms of the loans or to grant to the Borrower any time or indulgence and to determine, enlarge or vary the amount of the loans and to take or not to take any security and if taken to vary, exchange or take other security or release lose or part with any security held or to be held by the Bank for the loans or any part thereof and to compound or make any other arrangement with the borrowers without releasing or discharging me/us and/or in any manner affecting my/our liability under the guarantee in the event of any such variation, composition or arrangement.

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Guarantor/s

4. That the guarantee hereby given is independent and distinct from any security that the Bank has stipulated to take or has taken or may take in any manner whatsoever and I/we shall have no right to the benefit or any security that may be held by the Bank until the claims of the Bank against the Borrower in respect of the loans or otherwise whatsoever shall have been fully satisfied. And further that notwithstanding the provisions of Ss. 140 and 141 of the Contract Act 1872, or any other provision of that Act or any other law, I/we will not claim to be discharged on a/c of the Bank's failure to take any security or for losing for any reason whatsoever including reasons attributable to Bank's default and negligence and to the operation of law and such security.
5. That without prejudice to the effect in any manner whatsoever of the foregoing clause, the Bank's failure in requiring performance of any of the terms contained in any Agreement(s) or letter(s) and the default of the Bank in enforcing the performance of any of the terms shall not have the effect of releasing me/us from my/our liability.
6. That if the Borrower shall become insolvent, or make any arrangement or composition with creditors, the Bank (notwithstanding payment to the Bank by me/us or any other person of the whole or any part of the amount hereby secured) shall rank as creditor and prove against the estate of the Borrower for the full amount of the Bank's claims against the Borrower or agree to and accept any composition in respect thereof and the Bank may receive and retain the whole of the dividends, compensation or other payments thereof to the exclusion of all my/our rights as guarantors in competition with the Bank until all Banks claims are fully satisfied and I/we will not by paying off the amount payable by me/us any part thereof or otherwise prove or claim against the estate of the Borrower until the whole of the Bank's claim against, the Borrower, in respect of all the liabilities whatsoever have been satisfied and the Bank may enforce and recover payment from me/us of the full amount payable by me/us notwithstanding any such proof or composition as aforesaid.
7. That in the case of the Borrower being a firm(s) my/our guarantee and obligations hereunder shall not be affected by any change in the constitution of such firm(s) whether consisting of or reduced to one individual at any time thereof shall be bound hereby notwithstanding any change in the constitution of our firm whether consisting or reduced to one individual at any time and being more than one individual all of us shall be bound jointly and severally. We further agree that in the event of our being more than one individual unconnected in partnership notwithstanding anything hereinbefore contained we shall be jointly and severally liable to the Bank for the entire outstanding in respect of the loans.
8. Without prejudice to the Bank's absolute right in its uncontrolled discretion to adjust, appropriate or set off at any time and from time to time any amount received or to be received by the Bank from me/us or any amount due or to become due to me/us towards any amount due or to become due by me/us to the Bank in any a/c at any of the Bank's branches whatsoever, any amount received or to be received by the Bank may first be appropriated by the Bank towards costs, charges and expenses incurred by the Bank and surplus amount, if any, may thereafter be appropriated by the Bank towards interest chargeable by the Bank and surplus amount, if any, may lastly be appropriated by the Bank towards principal amount due to the Bank.
9. The Bank shall be entitled at any time and from time to time without any notice, reference or intimation to me/us and without me/us consent to adjust, appropriate or set off any credit balance or any part thereof due or to become due to me/us in any of my/our current, savings, term deposit or any deposit a/c or any a/c whatsoever at any of the Bank's branches in my/our name/s with or without joint names of any other persons or before or after the maturity dates thereof towards satisfaction or part satisfaction of outstanding debit balances due or to become due by me/us to the Bank in any a/c at any of the Bank's branches whatsoever.
10. Notwithstanding the Bank's decision/action/policy, if any to reverse any debit entry or not to debit interest or not to make any debit entry in Bank's books or in ledger a/c or in statement of a/c or any a/c, for any period whatsoever, the borrowers/mortgagors/guarantors shall be bound and liable to pay jointly and severally to the Bank, the entire outstanding, debit balance and compound interest thereon with quarterly rests till the date of realisation, recovery or collection by the Bank of all such amounts plus penal interest, interest, interest tax, additional interest, liquidated damages, commission, costs, charges and expenses at such rates as may be prevailing or fixed or to be fixed by the Bank from time to time without any reference, notice or intimation by the Bank at any time whatsoever.

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Guarantor

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Guarantor/s

11. I/we do hereby agree, undertake, record, declare, admit, assure, promise, acknowledge and confirm to abide by, accept, satisfy, fulfil, carry out, perform and comply fully with all the terms, conditions, requirements, sanctions, provisions and stipulations or any amendments or modifications therein made or to be made by the Bank at any time or from time to time in its discretion concerning any of my/our facilities, limits or a/cs without any reference, notice or intimation by the Bank in that behalf.
- 12) I/We do hereby agrees and give consent for the disclosure by AXIS Bank of all or any such :  
 Information and data relating to me/us  
 Default, if any, committed by the Borrower, in discharge of the Borrower's such obligation;  
  
 as AXIS Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Limited ["CIBIL"] and any other agency authorised in this behalf by Reserve Bank of India ["RBI"].
- 13) I/We declare that the information and data furnished by me/us to AXIS Bank Limited are true and correct.
- 14) I/We also undertakes that :  
 CIBIL and any other agency so authorised may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and  
 CIBIL and any other agency so authorised may furnish for consideration, the processed information and data disclosed or products thereof prepared by them, to Bank(s)/ Financial Institution(s) and other Credit Grantors or Registered Users, as may be specified by the RBI in this behalf.
- 15) Any stamp duty, penalty, registration charges, or deficit therein, if any, payable on this document shall be borne and paid by the borrower/guarantor and not by the Bank.
- 16) That the guarantor hereby gives his consent for the amount under this guarantee being recovered as a public demand, moneys in terms of any legislation relating to recoveries thereof where such consent is required under such legislation.
- 17) The contents of the Deed have been read over and translate into \_\_\_\_\_\* and explained to the Guarantor(s) and I/We having understood the contents thereof subscriber(s) to these presents.
- 18) "The Guarantor hereby agrees that, the Guarantor is liable to be treated as a Wilful defaulter in terms of the applicable RBI guidelines, in the event, the Lender/Bank makes a claim on the guarantor on account of the default made by the principal debtor, and the Guarantor refuses to comply with the demand made by the Lender / Bank, despite having sufficient means to make payment of the dues."
- 19) The Guarantor hereby gives specific consent to the Bank/Lender for disclosing / submitting the 'financial information' as defined in Section 3 ( 13 ) of the Insolvency and Bankruptcy Code, 2016 ( 'Code' for brief ) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the guarantees given, securities created for securing the Credit/ Financial facilities availed by the Borrower from the Bank/ Lender, from time to time, to any 'Information Utility' ( 'IU' for brief ) as defined in Section 3 ( 21 ) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank/Lender, as and when requested by the concerned 'IU' .

\* Here enter the language.

1 \_\_\_\_\_

Name of the Guarantor/s Signature /Thumb Impression of Guarantor/s

#### SCHEDULE

- A) **Borrower's name** : \_\_\_\_\_
- B) **Nature of Facility** : \_\_\_\_\_
- C) **Amount of Credit Facility (Rupees):** \_\_\_\_\_
- D) **Purpose of the Credit Facility** : \_\_\_\_\_
- E) **Sanction letter no. and date** : \_\_\_\_\_

\_\_\_\_\_  
 Guarantor

\_\_\_\_\_  
 Guarantor/s

## SCHEDULE TO THE DEED OF GUARANTEE

|   |  |
|---|--|
| <p>To be used in case the Borrower is a <b>Proprietorship Concern</b></p> | <p>SIGNED &amp; DELIVERED<br/>By the with named borrower<br/>Shri _____<br/>As Sole Proprietor of<br/>M/s _____</p>  |
| <p>To be used in case the Borrower is an <b>Individual</b></p>            | <p>SIGNED &amp; DELIVERED<br/>By the with named borrower<br/>Shri _____</p>  |
| <p>To be used in case the Borrower is a <b>Partnership Firm</b></p>       | <p>SIGNED &amp; DELIVERED<br/>By the with named borrower<br/>1. _____<br/>2. _____<br/>For and on behalf of<br/>M/s _____</p>  |
| <p>To be used in case the Borrower is a <b>Company</b></p>                | <p>SIGNED, SEALED &amp; DELIVERED<br/>For and on behalf of<br/>M/s _____<br/>The common Seal of the above mentioned Borrower has been hereunto affixed pursuant to the resolution of its Board of Directors Passed in that Behalf on the ____ Day of _____ 20__ in the presence of<br/>1. _____<br/>2. _____</p> |
| <p>To be used in case the Borrower is a <b>Society / Trust</b></p>        | <p>SIGNED &amp; DELIVERED<br/>By the with named borrower<br/>M/s _____<br/>Through its authorised signatory<br/>Shri _____<br/>Pursuant to the resolution passed at its meeting held on the ____ Day of _____ 20__ in the presence of<br/>1. _____<br/>2. _____</p>  |

**MOST IMPORTANT INFORMATION****TRACTOR LOAN**

Attention : Please read carefully before signing  
 PDC/SPDC ACKNOWLEDGEMENT LETTER

Please find enclosed crossed Post-dated cheques / Security cheques drawn in favor of AXIS BANK Ltd. (Loan Account No. \_\_\_\_\_) bearing the following particulars being submitted towards repayment of the loan availed from Axis Bank. The post dated cheques / security cheques contain my/ authorized signatories' genuine signature, which shall not be disputed by me.

1. Name of the Drawee Bank : \_\_\_\_\_
2. Name of the Drawee Bank Branch : \_\_\_\_\_
3. MICR Sort Code (9 digit) : 

|  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|
4. Date of Cheques : \_\_\_\_\_ of each month commencing from \_\_\_\_\_
5. Cheque Numbers : \_\_\_\_\_

| Sr No. | From | To | No. of cheques |
|--------|------|----|----------------|
| 1      |      |    |                |
| 2      |      |    |                |
| 3      |      |    |                |
| 4      |      |    |                |
| 5      |      |    |                |

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

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

|                   |          |                    |          |
|-------------------|----------|--------------------|----------|
| Name of Applicant |          | Sign               |          |
| 1.                |          |                    |          |
| 2.                |          |                    |          |
| Date              | Location | DSE / DSA Sign     |          |
| DSE / DSA Name    |          | DSE / DSA Phone No | Location |
| DSE / DSA Stamp   |          |                    |          |