

BLM



BUSINESS LOANS

Terms and Conditions

CUSTOMER NAME: _____

LOAN ACCOUNT NO. : _____



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INSTRUCTIONS FOR FILLING LOAN TERMS AND CONDITIONS

- 1) All applications to be filled in English in CAPITAL LETTERS using a Black Ball point pen only.
- 2) There should not be any amendments / overwriting / erasures / cutting on the Loan Terms and Conditions and any amendments / ove erasures / cutting should be undersigned.
- 3) The Signature of Borrower and Co-Borrower should be the same on the Loan Terms and Conditions document.
- 4) The full Signature of the Borrower and Co-Borrower is to be done in all places marked in Grey color box in Loan Terms and Conditions booklet using a Black Ball Point Pen only.
- 5) There are maximum 4 signatures to be done which has been marked from S1 to S3 (S4 if applicable).
- 6) Optional Documents / Signature:
ACH Mandate - Only to be signed if customer giving Payment instruction from bank account other than HDFC Bank
- 7) Do not sign this agreement if it is BLANK. Please ensure all relevant sections and columns are completely filled to your satisfaction and then only sign the agreement.



Terms and Conditions applicable to Business Loan

The person(s) named in the Schedule-cum-Key Fact Statement hereto (hereinafter referred to as the "**Schedule**") being borrowers and co-borrowers, hereinafter collectively referred to as "**Borrower**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, administrators and executors.

In favour of:

HDFC BANK LIMITED, a banking company incorporated under the provisions of the Companies Act, 1956 having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013 and a branch office at the place mentioned in the Schedule hereto (hereinafter referred to as the "**Bank**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, transferees and assign). In case of there being more than one Borrowers (i.e. there being co-borrowers), the reference to the term "**Borrower**" shall be deemed to be as if it were plural and this document shall be read accordingly as if made and liabilities undertaken by each of them jointly and severally. Reference to the masculine gender includes reference to the feminine and neuter genders and vice versa. The expression "**Borrower**", unless it be repugnant to the context or meaning thereof, shall mean and include: in the event that the Borrower is a Company within the meaning of the Companies Act, 2013 or a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008, its successors; in the event that the Borrower is a partnership firm for the purposes of the Indian Partnership Act, 1932, the partners for the time being and from time to time and their respective legal heirs, executors and administrators; in the event that the Borrower is a sole proprietorship, the sole proprietor and his/ her legal heirs, administrators and executors; in the event that the Borrower is a joint Hindu Undivided Family, the Karta and any or each of the adult members of the HUF and their survivor(s) and his / her / their respective heirs, executors, administrators; in the event that the Borrower is a Society, the members of the governing body of the Society and any new members elected, appointed or co-opted thereon; in the event that the Borrower is a Trust, the Trustee or Trustees for the time being hereof and their respective heirs, executors, administrators and successors; in the event that the Borrower is an individual, his/her heirs, administrators and executors.

The Borrower hereby irrevocably and unconditionally agrees to abide by the following terms and conditions:

1. Pursuant to the application made by the Borrower in the Loan Application Form ("**Application**"), the Bank has sanctioned the non-revolving loan not exceeding the amount mentioned in the Schedule hereto (hereinafter referred to as "**Loan**"), and the Borrower agrees to borrow the same, subject to and upon the terms and conditions contained in the Application and/or this document. The Bank may disburse the Loan or any part thereof ("**Disbursement**") at its own discretion. Notwithstanding anything contained herein: (i) the Bank may at its sole discretion, suspend or cancel the Loan if the same is not utilized within 15 days of the issuance of instrument/instruction for Disbursement; or (ii) the Borrower may cancel the Loan within 15 days of Disbursement; provided that in case of each (i) and (ii) the cancellation shall take effect only when the Borrower has paid to the Bank in full the total Outstanding Balance (defined hereinafter) including all the interest, and all other charges. The Borrower shall use the Loan only for the purpose stated in the Application and not for any other purpose including making investment in the capital market or any speculative or illegal or anti-social purpose. Without being obligated to do so, the Bank shall be entitled to monitor the use/end use of the Loan including through any auditor(s) or consultant(s) with necessary certification from them, as appointed by the Bank at its sole discretion at the cost of the Borrower. The Bank shall have no obligation to meet any further requirements of the Borrower on account of growth in its business, etc.
2. The Loan, interest, compound interest, default interest, any other charges, dues and monies payable, costs and expenses reimbursable, as outstanding from time to time and whether any of them due or not, are hereinafter collectively referred to as "**Outstanding Balance**". The Borrower shall pay interest on the Loan, the unpaid due interest and all other outstanding charges and monies (except the default interest), at the rate of interest specified in the Schedule hereto, on the outstanding daily balance from the date of Disbursement, compoundable at monthly rests. The Bank in its sole discretion would be entitled to change the said rate of interest from time to time including on account of changes made by the Reserve Bank of India, which would be intimated to the Borrower(s) and would be binding upon the Borrower(s). The Borrower shall also pay and bear all interest tax, if any, as applicable from time to time. The Borrower(s) shall repay the Loan and pay the interest that is due from time to time by way of equated monthly installments (EMIs) as specified in the Schedule or as may be specified by the Bank from time to time (time being the essence of the contract). The Borrower has perused, understood and agreed to Bank's method of calculating EMIs as also the appropriation thereof into principal and interest. The payment of all the monies by the Borrower including EMIs shall be made on or before the respective due dates, at such place as the Bank may require, without any set-off or counterclaim or withholding or deduction (save as required by law in which case the amount payable by the Borrower to the Bank shall be increased to the amount which after making such deduction or withholding equals the original due amount as if no withholding or deduction were required), by way of one or more modes and instruments including post-dated cheques ("**PDCs**"), Standing Instructions (SI)/ Electronic Clearing System (ACH) instructions/ other mode/instrument, as acceptable to the Bank from time to time. If any due date falls on a non-business day of the Bank, the payment shall be made by the Borrower on the immediately preceding business day of the Bank. In case of cheques/other instrument, the payment shall be deemed to have been made by the Borrower only at the point of time the sum is credited and realized fully in Bank's account irrespective of the date of instrument or time of receipt or presentation of instrument. In case of any default, the Borrower shall without prejudice to Bank's other rights and remedies, pay additional / default interest at the rate mentioned in the Schedule hereto/ Application or as may be prescribed by the Bank, over and above the then applicable rate of interest till full payment is made/default is cured. This liability shall not act as justification for any default.
3. The Borrower(s) shall pay to Bank, the charges, fees, commissions, etc, specified in the Schedule hereto/ Application or as specified by the Bank from time to time, within such time or upon occurrence of such events as specified and if not specified then forthwith upon demanded by the Bank. All other present and future costs and expenses, taxes (as applicable from time to time), any related levy, stamp duty, in all jurisdictions, in relation to this document/other documents/any transaction pursuant thereto, irrespective



of who the beneficiary is, shall be borne and payable solely by the Borrower, including for creation, enforcement, preservation of security, recovery, initiating/defending/pursuing any legal proceedings/ actions by Bank. In case of any such sums if paid or incurred by the Bank, the Borrower shall be liable to reimburse the same to the Bank in full forthwith.

4. Any payments made by/on behalf/ for the Borrower or any realisations in relation to the Loan, security, shall be appropriated towards the Outstanding Balance and/ or Liabilities (as defined hereinafter) in the following order: (a) Firstly, towards costs and expenses incurred by the Bank; (b) Secondly, towards any charges, commissions, fees, taxes, levies (wherever applicable); (c) Thirdly, towards additional/ default interest; (d) Fourthly, towards interest; (e) Fifthly, towards principal amount(s). Any statement of account furnished by the Bank shall be accepted by and be binding on the Borrower(s) and shall be conclusive proof of the correctness of the amounts mentioned therein save and except for any manifest error therein brought to the notice of the Bank by the Borrower in writing within 7 days from the date of receipt of such statement. Provided that the Bank may however change the aforesaid order in its sole discretion and appropriate any payment in any manner and in any order of priority as it deems fit.
 5. Notwithstanding anything stated in any document, the continuation of the Loan shall be at sole and absolute discretion of the Bank and the Bank may at any time in its sole discretion and without assigning any reason call upon the Borrower to pay the Outstanding Balance and upon such demand by the Bank, the Borrower shall, within 15 days of being so called upon, pay the whole of the Outstanding Balance to the Bank without any delay or demur.
 6. The Borrower shall be entitled to prepay the Loan after giving prior written notice to the Bank, communicating Borrower's intention to prepay at Bank's lending branch, provided such prepayment request is initiated by the Borrower post expiry of 6 EMIs from Disbursement Date ; and subject to such conditions as the Bank may prescribe including payment of the prepayment charges for part or full prepayment as mentioned in the Schedule hereto/ Application or as specified from time to time by the Bank. Such prepayment shall take effect only when entire Outstanding Balance has been paid to and realized by the Bank.
 7. The Bank may at its own discretion and upon Borrower's request, also finance the Borrower for the insurance premium of insurance policy taken by Borrower as per Borrower's own wish from any insurance company of Borrower's choice, which sum(s) shall be added to the principal amount under the Loan and all the terms and conditions shall be additionally applicable thereto. All expenses, charges, fees, taxes etc. as applicable on any such insurance shall be incurred and paid by the Borrower, however in case paid by the Bank on Borrower's behalf, the Borrower shall reimburse the same to the Bank within 24 hours of the Bank's demand. The Borrower shall instruct the insurance company to add the Bank as loss payee in any such insurance policy.
 8. The Borrower shall furnish and create such security from time to time in favour of or for the benefit of the Bank, of such value, in such form and in such manner, as may be deemed fit by the Bank, forthwith upon so required by the Bank. The Bank shall also have the right to stipulate any other and further terms and conditions that it may deem fit at any time prior to or after the grant of the Loan, which shall be binding on the Borrower.
 9. Each of the Borrowers represent(s) and warrant(s) that (which shall be deemed to have been repeated to the Bank on the date of the Disbursement and on each date thereafter till entire repayment): (a) The Borrower (if an individual) or each of the partners (in case the Borrower is a partnership firm), is a citizen of India. The Borrower (in case an individual) or each of the partners (in case the Borrower is a partnership firm) is a major (in terms of age) and is of sound mind and is competent to contract and enter into and perform his/her obligations contemplated under this document/ other document/in respect of the Loan; (b) There is no impediment or restriction, whether under law, judgment, order, award, contract or otherwise, for any of the Borrowers entering into and/or performing any of the transactions contemplated by this document/other documents/ in respect of the Loan and all approvals and consents, wherever necessary have been duly obtained and are and will continue to be in full force; (c) The execution hereof constitutes legal, valid and binding obligations of the Borrower. The Borrower is duly empowered and authorised to borrow the Loan, enter into and/or performing any of the transactions contemplated by this document/other documents/ in respect of the Loan, including in terms of its constitutional documents where applicable and all due corporate/other action and due corporate/other authorisations, therefor, where applicable have been completed and are in place and in force; (d) That there is no Event of Default existing; (e) All declarations made by Borrower are true and complete and no material information has been suppressed / withheld.
- A. Negative Covenants: The Borrower covenants and agrees that, save and except with the prior written consent of the Bank, the Borrower shall not: (a) lend or advance any amounts to any person; or undertake any guarantee or security obligation; (b) (in case the Borrower is company) declare any dividend; or change its capital structure or shareholding pattern in any manner; or make any amendments to its constitutional documents; or issue any new shares or securities; or purchase, redeem, buyback or reduce any or all of its share capital or otherwise make any payment in respect thereof; or enter into any compromise arrangement with its shareholders or creditors, or pass a resolution of voluntary winding up or implement any scheme for restructuring, reconstruction, consolidation, amalgamation, merger or other similar purposes; (c) permit or effect any direct or indirect change in the legal or beneficial ownership or control; (d) change business, or enter into any new business or line of business or effect any material change in the management; . Further, in case the Borrower is a company, it shall not induct on its board of directors, a person whose name appears in the list of wilful defaulters and in case, such a person is found to be on its board, it would take expeditious and effective steps for removal of the person from its board of directors. Not to apply for a voluntary winding up or file an application against itself, before any forum under the Insolvency and Bankruptcy Code, 2016 (IBC), or pass any resolution of directors or of members or declaration of partners, for the purposes of/ towards/ recommending filing of any proceedings or application for initiation of insolvency resolution process or fast track resolution process or fresh start process or bankruptcy or any kind of insolvency/resolution/liquidation/bankruptcy process by whatever name called in relation to itself. Upon happening of a Specified Event; for the purposes of this Agreement, Specified Event means any or all of the following: (i) Filing of any application by any person against any of the Borrower(s) or by any Borrower(s) itself, before any forum under the IBC, or passing of any resolution of directors or of members or declaration of partners, for the purposes of/ towards/recommending filing of any proceedings or application for initiation of insolvency resolution process or fast track resolution process or voluntary liquidation process or fresh start process or bankruptcy or any kind of insolvency/ resolution/liquidation/bankruptcy process by whatever name called in relation to any of the Borrower(s); (ii) Issuance of any demand notice by any of the creditors including the operational creditors under Section 8 of the IBC to any of the Borrower(s) demanding the payment of amount involved in default as mentioned therein or threatening filing of any proceedings for initiation of the insolvency resolution process; (iii) Any seizure, confiscation, possession of the assets underlying the Security or any part thereof or similar action or issuance of any notice therefor or any notice in the nature of garnishee issued by any of the Governmental Authorities in relation to any of the Borrower(s) or any of their assets. (iv) Any action or event which shall trigger initiation of any moratorium or standstill of any nature, whether by statutory operation or otherwise under any applicable law, in relation to any of the Borrower(s) or any of their assets. B. In case the Borrower changes/ceases/retires from/terminates/resigns from the present employment/profession/business, or there is change in his residential address/shifting of office to new place/change in communication address, the Borrower shall promptly intimate the same to the Bank in writing along with the particulars of the changed address of the Borrower's residence/office or of the new



employer/new business/change in communication address. C. The Borrower shall not create, assume or incur any further indebtedness to any person without prior written intimation of the same to the Bank D. The Borrower further agrees and acknowledges that the occurrence of any default by the Borrower under any agreement entered into by the Borrower with any other bank and/or financial institution including the Bank shall constitute an event of default under this Agreement and vice versa. Not to apply for a voluntary winding up or file an application against itself, before any forum under the Insolvency and Bankruptcy Code, 2016 (IBC), or pass any resolution of directors or of members or declaration of partners, for the purposes of/ towards/recommending filing of any proceedings or application for initiation of insolvency resolution process or fast track resolution process or fresh start process or bankruptcy or any kind of insolvency/resolution/liquidation/bankruptcy process by whatever name called in relation to itself. Upon happening of a Specified Event; for the purposes of this Agreement, Specified Event means any or all of the following: (i) Filing of any application by any person against any of the Borrower(s) or by any Borrower(s) itself, before any forum under the IBC, or passing of any resolution of directors or of members or declaration of partners, for the purposes of/ towards/ recommending filing of any proceedings or application for initiation of insolvency resolution process or fast track resolution process or voluntary liquidation process or fresh start process or bankruptcy or any kind of insolvency/resolution/liquidation/ bankruptcy process by whatever name called in relation to any of the Borrower(s) (ii) Issuance of any demand notice by any of the creditors including the operational creditors under Section 8 of the IBC to any of the Borrower(s) demanding the payment of amount involved in default as mentioned therein or threatening filing of any proceedings for initiation of the insolvency resolution process; (iii) Any seizure, confiscation, possession of the assets underlying the Security or any part thereof or similar action or issuance of any notice therefor or any notice in the nature of garnishee issued by any of the Governmental Authorities in relation to any of the Borrower(s) or any of their assets. (iv) Any action or event which shall trigger initiation of any moratorium or standstill of any nature, whether by statutory operation or otherwise under any applicable law, in relation to any of the Borrower(s) or any of their assets. B. The Borrower further agrees and acknowledges that the occurrence of any default by the Borrower under any agreement entered into by the Borrower with any other bank and/or financial institution including the Bank shall constitute an event of default under this Agreement and vice versa.

10. The following events shall constitute events of default (each an “**Event of Default**”), and upon the occurrence of any of them the entire Outstanding Balance shall become immediately due and payable by the Borrower and further enable the Bank inter alia to recall the entire Outstanding Balance and/or enforce any security and transfer/sell the same and/or take, initiate and pursue any actions/proceedings as deemed necessary by the Bank for recovery of the dues: (a) Failure on Borrower’s part to perform any of the obligations or terms or conditions or covenants applicable in relation to the Loan including under this document/other documents including non-payment in full of any part of the Outstanding Balance when due or when demanded by Bank; (b) any misrepresentations or misstatement by the Borrower; or (c) occurrence of any circumstance or event which adversely affects Borrower’s ability/capacity to pay/repay the Outstanding Balance or any part thereof or perform any of the obligations; (d) If any attachment, distress, execution or other process against the Borrower/its assets or any of the security is threatened, enforced or levied upon by any person; or (e) fall, reduction or decrease, in the opinion of the Bank, in value of any security lower than the value required by the Bank; (f) the event of death, insolvency, failure in business, commission of an act of bankruptcy of the Borrower, or change or termination of employment/profession/business for any reason whatsoever.
11. Notwithstanding anything to the contrary in this document or any other document/arrangement: (i) in respect of all and any of Borrower’s present and future liabilities to the Bank, whether under this document or under any other obligation/ loan/facilities/ borrowings/document, whether such liabilities are/be crystallised, actual or contingent, primary or collateral or several or jointly with others, whether in same currency or different currencies, whether as principal debtor and/or as guarantor and/ or otherwise howsoever (collectively “Liabilities”) Bank shall in addition to any general lien or similar right to which the Bank may be entitled by law, practice, custom or otherwise, have a specific and special lien on all the Borrower’s present and future stocks, shares, securities, property, book debts, all moneys in all accounts whether current, savings, overdraft, fixed or other deposits, held with or in custody, legal or constructive, with the Bank, now or in future, whether in same or different capacity of the Borrower, and whether severally or jointly with others, whether for any banking relationship, safe custody, collection, or otherwise, whether in same currency or different currencies; and (ii) separately, the Bank shall have the specific and express right to, without notice to and without consent of the Borrower, set-off, transfer, sell, realize, adjust, appropriate all such amounts in all accounts (whether prematurely or upon maturity as per the Bank’s discretion), securities, amounts and property as aforesaid for the purpose of realizing or against any of the dues in respect of any of the Liabilities whether ear-marked for any particular Liability or not, combine or consolidate all or any of accounts of the Borrower and set-off any monies, whether of same type or nature or not and whether held in same capacity or not including upon happening of any of the events of default mentioned in any of the documents pertaining to the Liabilities or upon any default in payment of any part of any of the Liabilities. (iii) The Bank shall be deemed to have and hold and continue to have first charge (without requirement of any further act, deed or writing in this regard) on any assets including any deposit on which security has been/will be created in respect of any of the Liabilities, as security also for any of the other Liabilities and all the rights and powers vested in the Bank in terms of any security or charge created for any of the Liabilities shall be available to the Bank also in respect of such other Liabilities, irrespective of the fact whether the said Liabilities is at any time are outstanding, repaid or satisfied or not and even after the said Liabilities or part thereof have/ has been repaid or prepaid. Such security shall extend to other Liabilities irrespective of the fact whether any event of default in relation to such other Liabilities has occurred or not or whether any amount thereunder is outstanding or not including in cases where repayment of the Liabilities for which security was created has been done.
12. Borrower shall make good to, and save, defend and hold harmless Bank, its directors, employees, shareholders, agents, consultants, representatives from or against all, direct or indirect, claims, damages, losses, costs and expenses, including attorneys’ fees arising out of/ in relation to any act, omission, breach, misrepresentation, fraud, misstatement or default by the Borrower and/or otherwise incurred by Bank as a result of any suit, investigation, etc, any other matter for any reason.
13. The Bank shall at any time, without any consent of or notice to the Borrower(s) be entitled to securitise, sell, assign, discount or transfer all or any part of the Bank’s rights and obligations under the Loan, this document or any other document, to any person(s) and in such manner and on such terms as the Bank may decide. Borrower shall not be entitled to directly or indirectly assign or in any manner transfer, whether in whole or part, any rights, the benefit or obligation under the Loan, this document/other document.
14. Bank shall be entitled at its discretion to engage/ avail of, at the risk and cost of the Borrower, services of any person/third party service provider/agent/agency, for anything required to be done for/ in relation to/ pursuant to the Loan, including collections, recovery of dues, enforcement of security, getting or verifying any information of the Borrower/ assets, and any necessary or incidental lawful acts/ deeds/ matters and things connected thereto, as the Bank may deem fit.
15. The Bank shall have the right to not return the Application, the photographs, information and documents submitted by the Borrower. The Bank shall, without notice to or without any consent of the Borrower, be absolutely entitled and have full right, power and authority to make disclosure of any information relating to Borrower including personal information, details in relation to documents, Loan, defaults, security, obligations of Borrower, to the Credit Information Bureau of India



(CIBIL) and/or any other governmental/regulatory/statutory or private agency/entity, credit bureau, RBI, the Bank's other branches/ subsidiaries / affiliates / rating agencies, service providers, other banks / financial institutions, any third parties, any assignees/potential assignees or transferees, who may need the information and may process the information, publish in such manner and through such medium as may be deemed necessary by the publisher/ Bank/ RBI, including publishing the name as part of willful defaulter's list from time to time, as also use for KYC information verification, credit risk analysis, or for other related purposes. The Borrower waives the privilege of privacy and privity of contract. The Bank shall have the right, without notice to or without any consent of the Borrower, to approach, make enquiries, obtain information, from any person including other banks/finance entities/credit bureaus, Borrower's employer/family members, any other person related to the Borrower, to obtain any information for assessing track record, credit risk, or for establishing contact with the Borrower or for the purpose of recovery of dues from the Borrower.

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') 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') 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'.

The Bank shall have an unqualified right to disclose to other banks information including the credit history and the conduct of the account(s) of the Borrower, in such manner and through such medium as the Bank in their absolute discretion may think fit

16. 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') 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') 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'.
17. The Bank shall have an unqualified right to disclose to other banks information including the credit history and the conduct of the account(s) of the Borrower, in such manner and through such medium as the Bank in their absolute discretion may think fit
18. Any notice, approvals, instructions, demand and other communications given or made by the Bank shall be deemed to be duly given and served if sent by courier, normal post, Registered Post, facsimile, electronic mail, personal delivery, sms or by pre-paid registered mail addressed to the Borrower's address, phone/ mobile number, fax number or email as given in the Application (or at the address changed on which Bank's acknowledgement is duly obtained as hereinafter mentioned) and such notice and service shall be deemed to take effect on the third working day following the date of the posting thereof in case of courier, normal post, registered post, at the time of delivery if given by personal delivery, upon receipt of a transmission report if given by facsimile, upon sending the electronic mail or sms if given by electronic mail or sms. The Borrower undertakes to keep the Bank informed at all times in writing of any change in the mailing address, email id, phone and mobile number(s) as provided in the Application and to obtain Bank's written acknowledgement on the intimation given to Bank for any such change.
19. The Loan, this document/other documents, shall be governed by the laws of India. The parties hereto expressly agree that all disputes arising out of and/or relating to the Loan, this document or any other relevant document shall be subject to the exclusive jurisdiction of the court/tribunal of the city/place in which the branch of the Bank from where the Disbursement has been made is situate, provided that the exclusivity aforesaid shall bind the Borrower and the Bank shall be entitled to pursue the same in any other court of competent jurisdiction at any other place; and provided further that if any dispute is below the pecuniary jurisdiction limit of the Debts Recovery Tribunals established under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993, then such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by the Bank. The costs of such arbitration shall be borne by the losing Party or otherwise as determined in the arbitration award. If a party is required to enforce an arbitral award by legal action of any kind, the party against whom such legal action is taken shall pay all reasonable costs and expenses and attorney's fees, including any cost of additional litigation or arbitration taken by the party seeking to enforce the award.
20. This document, Application and other documents have been explained to the Borrower in the language known to the Borrower and the Borrower has read and understood the same.
21. "Payment by Mistake, Accident or Error (a) The Borrower hereby agrees and confirms that in the event the Bank transfers or remits any money to the Borrower or in its account by mistake, accident or erroneously, which money is, in the sole opinion of the Bank, not due and/or payable to the Borrower, then the Borrower shall be obligated to and shall, without any delay, demur or protest, forthwith and in no event later than one business day of such transfer/remission or on first demand by the Bank (whichever is earlier), return and repay the said money to the Bank in a manner satisfactory to the Bank. Till such return and repayment of the said money by the Borrower to the Bank, the Borrower shall hold the same in trust for the benefit of the Bank, keep such money segregated from all other moneys of the Borrower and keep it free from any attachment.
- (b) The Borrower hereby acknowledges and agrees that any non-compliance of the aforesaid obligations shall be a breach of trust and fiduciary duties on the part of the Borrower. The Borrower hereby further agrees and confirms that in case the Borrower fails to return the money within the timelines as mentioned above, the Borrower shall be liable to pay interest on such money to the Bank at the same rate as applicable to the Loan granted in terms of this Agreement.
- (c) Without prejudice to the foregoing, the Borrower hereby agrees and confirms that the Bank shall have the right to, at its sole and absolute discretion (a) debit any account or accounts of the Borrower maintained with the Bank and recover such money, under intimation to the Borrower, and/or (b) recover such money from the future disbursements (if any) of the Loan.
- (d) The Borrower further agrees that such money which has been transferred or remitted by the Bank to Borrower or in its account by mistake, accident or erroneously, shall be deemed to be a part of the total outstanding said Dues payable by the Borrower to the Bank in terms of this Agreement and other Finance Documents, in case and till such time that the said money has not been returned and repaid to the Bank in the manner as stated above."



The Borrower(s) have affixed their signatures after verifying and understanding the contents of this document, at the end of the Schedule.

SCHEDULE-CUM-KEY FACT STATEMENT			
Loan Account No		Place of signing	
Date of Signing (DD / MM /YYYY)		Bank Branch	
Name of the Borrower :			
Name of the Co-Borrower :			
LOAN DETAILS			
Loan Amount	Rs.	Loan Tenor	Months
Installment Frequency	Monthly	EMI Scheme (Advance / Arrears)	
Interest Rate (monthly reducing) (Fixed Rate)	_____ % Per Annum	EMI Start Date	
		EMI End Date	
Advance EMI (No's)		Advance EMI Amount	Rs.
EMI (No's)		EMI Amount	Rs.
CHARGES (All charges are non-refundable & applicable post disbursement of loan)			
Processing Charges (Amount)	Rs. _____	Government Taxes and other levies on Processing Charges :- As specified by Government of India	
Cheque / ACH / SI Return Charges (without prejudice to the civil and criminal rights and remedies of the bank for the dishonour : Rs 450+taxes per instance.		Repayment mode change charges	Rs. 500/-
Government Taxes: At actuals, applicable presently or in future		Date on which annual outstanding balance statement will be issued :-31st May	
Overdue EMI Interest:- 2% per month subject to the a minimum amount of Rs. 200/-		Loan Cancellation Charges: NIL Note: Interest would be charged for the interim period between date of disbursement & date of loan cancellation	
Loan Prepayment Charges for part or full prepayment:Foreclosure charges are on Principal outstanding balance and Part Payment charges on Part Payment amount 7-24 Months of EMI repayment: 4%; 25 - 36 Months of EMI repayment: 3% > 36 Months of EMI repayment : 2% Note: Prepayment not allowed prior to payment of 6 EMI. Part Prepayment not allowed prior to payment of 12 EMIS.Government Taxes and other levies as applicable, would be charged additionally			
		Legal Collection & Incidental Charges : At Actuals	
Other Charges, commissions, fees:- As per Application or as may be specified by the Bank		Stamp Duty & Other Statutory Charges :- As per applicable laws of the State	
Details of Security/ Collateral		Duplicate Amortization / Repayment Schedule : Rs 50 per instance	

Co-Borrower(s)/ Authorised Signatory of the Co-Borrower
Name and Designation
Signed and Delivered by/ for and on behalf of the Borrower & Co-Borrower(s) in token of and in witness of them having read (and/or being explained), verified, understood, irrevocably agreed to, accepted, confirmed and declared all the clauses viz. 1 to 19 on all the page no's 1 to 4 of the "Terms and Conditions of Business Loan" document, the Schedule, all contents thereof including all the terms and conditions contained therein, and authenticated accuracy and correctness of the same.

Borrower/ Authorised Signatory of the Borrower
Name and Designation
Signed and Delivered by/ for and on behalf of the Borrower & Co-Borrower(s) in token of and in witness of them having read (and/or being explained), verified, understood, irrevocably agreed to, accepted, confirmed and declared all the clauses viz. 1 to 19 on all the page no's 1 to 4 of the "Terms and Conditions of Business Loan" document, the Schedule, all contents thereof including all the terms and conditions contained therein, and authenticated accuracy and correctness of the same.

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Do not sign this agreement if it is BLANK. Please ensure all relevant sections and columns are completely filled to your satisfaction and then only sign the agreement.

Accepted by HDFC Bank Limited (signed by Authorized Signatory)



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WITNESS DECLARATION BORROWER (S) SIGNS IN VERNACULAR LANGUAGE:

The contents of the Loan Application Form, Terms and Conditions, have been explained by me to the Borrower in _____ (name of language in which Borrower have signed) and the same have been understood by the Borrower

Name of Witness	Address of Witness	Signature of Witness



Additional Schedule cum Key Fact Statement

This additional Schedule / Key fact statement shall be in addition to and not in derogation of the commercials covered in the existing Schedule / Key fact statement of the loan agreement and that the details incorporated in this additional Schedule / Key fact statement shall be deemed to be part of the loan agreement dated _____ and are deemed to be replicated in the said loan agreement.

Principal & Interest Break Up		
*Total Amount to be Paid	*Principal Loan Amount	*Interest
* Amount will be subject to change depending on change in interest rate due to external benchmark on date of disbursement. Bank will send repayment schedule to customer within 7 days from date of disbursement.		
EMI start date post completion of Principal and/or Interest Moratorium, where applicable.		
EMI Start Date		
SMA		
If due date of a loan account is March 31, 2021, and full dues are not received before the lending institution runs the day-end process for this date, the date of \ overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021.		
Concepts / Clarifications / Illustrative examples		
<p>Dues: mean, the principal/interest/ any charges levied on the loan account which are payable within the period stipulated as per the terms of sanction of the credit facility.</p> <p>Overdue: mean. the principal I interest/ any charges levied on the loan account which are payable ,but have not been paid within the period stipulated as per the terms of sanction of the credit facility. In other words, any amount due to the bank under any credit facility is 'overdue' if it is not paid on the due date fixed by the bank.</p> <p>Relevance of the Principle of 'First In First Out' (FIFO) in appropriation of payments into the borrowal account: The Principle of FIFO i.e., 'First In, First Out' accounting method is relevant to arrive at the No.of days of overdue for determining the SMA I NPA status. The FIFO principle assumes that, the oldest outstanding dues in the loan account needs to be cleared first .The FIFO method thus requires that what is due first must be paid by the borrower first. For example; if in any loan account as on 01.02.2021 there are no overdues and an amount of Rs. X is due for payment towards principal instalment/interest/charges , any payment being credited on or after 01.02.2021 in the loan account will be used to payoff the dues outstanding on 01.02.2021 Assuming that nothing is paid lor there is partial payment (Rs Y) of dues during the month of February, the overdue as on 01.03.2021 will be Rs .X-Y. Additionally, an amount of Rs.Z becomes due as on 01.03.2021, Now any payment I partial payment into the account on or after 01.03.2021 will be first utilized to payoff the partial due of 01.02.2021 (Rs X - Rs.Y) If there is more recovery than the Rs X - Rs Y. then. After recovering dues of 01.02.2021, the remaining amount will be treated as recovery towards due of 01.03.2021.</p> <p>Age of oldest Dues: The age of oldest dues is reckoned in days from the date on which the oldest payment is due and continues to remain unpaid In the aforesaid illustration, if the Dues relating to 1st February 2021 remain unpaid till 01.03.2021, the age of the oldest dues is reckoned as 29 days on 02.03.2021.</p> <p>Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA) Lending institutions will recognize the incipient stress in loan accounts, immediately on Default,by classifying them as Special Mention Accounts (SMA) The basis of classification of SMA / NPA Category shall be as follows:</p>		



Loan in the nature of Term Loans		Loans in the nature of cash credit / over draft	
SMA Sub-categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of
SMA-0	Upto 30 days		
SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days

The asset classification norms of Agricultural advances which are based on Crop Season shall continue as hitherto.

Non-performing Asset:

Non-Performing Asset (NPA) is a loan or an advance where:

- interest and/ or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan,
- the account remains 'out of order' as indicated below, in respect of an Overdraft/Cash Credit (OD/CC),
- the bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted,
- the instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops,
- the instalment of principal or interest thereon remains overdue for one crop season for long duration crops.

'Out of Order' Status:

An account shall be treated as 'out of order' if:

- the outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit/drawing power for 90 days, or
- the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days, or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 days period.

Illustrative movement of an account to SMA category to NPA category based on delay I nonpayment of dues and subsequent upgradation to Standard category at day end process:

Due date of payment	Payment Date	Payment covers	Age of oldest dues in days	SMA / NPA gorisation	SMA since / SMA class date	NPA categorization	NPA Date
01.01.2022	01.01.2022	Entire dues upto 01.01.2022	0	NIL	NA	NA	NA
01.02.2022	01.02.2022	Partly paid dues of 01.02.2022	1	SMA-0	01.02.2022	NA	NA
01.02.2022	02.02.2022	Partly paid dues of 01.02.2022	2	SMA-0	01.02.2022	NA	NA



01.03.2022		Dues of 01.02.2022 not fully paid 01.03.2022 is also due at EOD 01.03.2022	29	SMA-0	01.02.2022	NA	NA
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA-0	01.03.2022	NA	NA
		No payment of full dues of 01.02.2022 AND 01.03.2022 at EOD 03.03.2022	31	SMA-1	01.02.2022		
/ 03.03.2022	NA	NA					
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not fully paid at EOD 01.03.2022	1	SMA-0	01.03.2022	NA	NA
01.04.2022		No payment of dues of 01.02.2022, 01.03.2022 and amount due on 01.04.2022 at EOD 01.04.2022	60	SMA1	01.02.2022 / 03.03.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.04.2022 at EOD 02.04.2022	61	SMA 2	01.02.2022 / 02.04.2022	NA	NA
01.05.2022		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 01.05.2022	90	SMA 2	01.02.2022 / 02.04.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022	91	NPA	NA	NPA	02.05.2022
01.06.022	01.06.022	Fully paid dues of 01.02.2022 at EOD 01.06.022	93	NPA	NA	NPA	02.05.2022
01.07.022	01.07.022	Paid entire dues of 01.03.2022 & 01.04.2022 at EOD 01.07.2022	62	NPA	NA	NPA	02.05.2022



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01.08.022	01.08.022	Paid entire dues of 01.05.2022 & 01.06.2022 at EOD 01.08.2022	32	NPA	NA	NPA	02.05.2022
01.09.022	01.09.022	Paid entire dues of 01.07.2022 & 01.08.2022 at EOD 01.09.2022	1	NPA	NA	NPA	02.05.2022
01.10.022	01.10.022	Paid entire dues of 01.09.2022 & 01.10.2022	0	Standard Account with No Over dues	NA	NA	STD from 01.10.2022

I/we also understand that the aforesaid few examples are illustrative and not exhaustive in nature covering common scenarios, and that, the IRACP norms and clarifications provided by RBI on the subjects referred above will prevail

Yours faithfully,

Name of the Borrower(s) _____ (Signature) : _____

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Name of the Co-Borrower (S) / Guarantor (S) _____ (Signature) : _____

Date:

Place:



POST DATED CHEQUE ACKNOWLEDGEMENT LETTER

Loan Agreement Number	
Customer Name	
EMI Repayment Mode (Circle the correct Mode)	Normal PDC / ACH* / Standing Instructions / Non PDC
Repayment Instructions provided by (Circle the Correct Option)	Applicant / Co-applicant
Co-borrower Name (For Repayment Instructions provided by co-borrower)	

Mention the count of cheque received

Cheque Received	(A) Cheques Dated _____ (B) Cheques Undated _____
Cheque Amount	(A) Filled _____
Account Type	<input type="checkbox"/> Savings Bank Account / <input type="checkbox"/> Current or Cash Credit
Cheques Handed over to Mr / Mrs.	
Sourcing Channel Name	

Drawee Bank	Bank Account No.	MICR code	Cheque Branch	Cheque City	Cheque No.		Cheque Date		Cheque Amount
					From	To	From	To	

I _____ hereby confirm that I have handed over _____ cheques detailed above towards repayment of EMI or security cheque for the loan already taken/to be taken from HDFC Bank Limited and that all cheques were drawn in favour of "HDFC BANK LIMITED A/C. _____ Loan" and have also recorded my name on the reverse side of the cheques.

Do not sign this agreement if it is BLANK. Please ensure all relevant sections and columns are completely filled to your satisfaction and then only sign the agreement.

Date : _____	Customer Name	Customer Signature
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FOR OFFICE USE ONLY

This is to confirm that physical cheques were cross tallied with the above schedule and found correct.

	Sales Executive of DSA / DDSA	CPA / Bank Staff	CPU Staff
Signature			
Name			



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We understand your world

Customer SI Debit Authorisation Form

Date: _____

Loan Account Number: _____

To,
The Branch Manager,
HDFC BANK Limited,

Dear Sir / Madam,

I have taken a _____ loan from HDFC Bank and would like to avail of the Standing Instruction facility offered by your bank to make repayments towards my loan.

I, therefore, request you to accept this mandate to debit my HDFC Bank Account Number

towards recovery of EMI, Outstanding Balance and repayment dues of my loan account as per due dates & terms and conditions mentioned in the Terms and Conditions of Business Loan document schedule or as per revised instructions basis requirements as communicated from my end in line with the Bank's policy.

I undertake to maintain sufficient balances to cover the EMI, Outstanding Balance and Loan repayment dues (and charges, if any) on the stipulated due dates. I also understand that the failure to repay the Loan, Outstanding Balance and all dues through this standing instruction shall be treated as a default in repayment of dues and all charges / fees / levies as covered by the agreement will hold good towards the non payment of obligations.

Please treat this as an irrevocable communication as an authorization to debit my account every month with the required amounts towards the repayment of my loan.

In the event of the above account getting closed/transferred for any reason, I / We will intimate to the Bank the new account opened with the bank to debit the EMI, Outstanding Balance and Loan repayment dues as per the agreement. Further, I / We undertake the responsibility to provide the fresh set of Mandate and PDCs for such new account, as per terms of the agreement in lieu of existing instructions.

I also understand and accept that the Bank will have the right to set-off, without prior intimation to me, the available balances in the designated account for recovery of overdue installments (EMIs) and/or charges / fees / commissions / levies (if any) in the loan account.

Thanking you,
Yours truly,

Do not sign this agreement if it is BLANK. Please ensure all relevant sections and columns are completely filled to your satisfaction and then only sign the agreement.

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Customer / Account Holder Name	Customer / Account Holder Signature

(*Please affix a rubber stamp in case of companies, proprietorships, partnerships etc.)

VERIFIED

- ✓ Customer Account Number
- ✓ Customer Signature
- ✓ Customer Account Status is Active
- ✓ Mode of Operation Verified

BANK USE ONLY

(Name, EMP Code and Signature of HDFC Bank Official)

Dated:-

To,
HDFC Bank Limited,
Forex Unhedged Exposure Department,
4th Floor, I Think Techno Campus, Alpha,
Next to KanjurMarg Railway Station (E),
KanjurMarg (E), Mumbai – 400 042

Email Address:-ForexUnhedgedExposure@hdfcbank.com

Dear Sir,

This is in respect of the circular no. DBOD.No.BP.BC. 85 /21.06.200/2013-14, issued by RBI dated 15-Jan-2014, towards Capital & Provisioning Requirements for Exposures to entities with Unhedged Foreign Currency Exposure.

Foreign Currency Exposure Yes / No (If yes please fill up below details)

As an entity with Foreign Currency Exposure, we are submitting the below details:

Quarterly Data on Foreign Currency Exposure of as on 30th June 2014 (in INR Crores)						
	Total Exposures			Unhedged		
	<= 1 year	> 1 year	Total	<= 1 year	> 1 year	Total
(A) FCY Receivables				0	0	0
Exports						0
Loans to JV/WOS						0
Others						0
(B) FCY Payables				0	0	0
Imports						0
Trade Credits						0
ECBs						0
Other FCY loans						0
INR to USD swaps						0
(C) Total (A + B)				0	0	0

Remarks	Annual Projected Turnover 2014-15 (in INR Crores)
Exports	
Imports	

Our Total Bank limits (including funded, non funded and term loans) are _____ (In INR Crores)

We declare that all the derivative contracts considered as hedging contracts are in conformity of pronouncements of the Institute of Chartered Accountants in respect of their hedge effectiveness vis-à-vis the underlying exposure.

We also confirm that our EBID i.e. Profit after Tax + Depreciation + Interest on debt + Lease rentals as per latest audited financials (i.e. _____ or _____), is Rs. _____. (In INR Crores)

Or

We submit that our business does not have any exposure to foreign currency. In the event that we enter into any business that has an exposure to foreign exchange we undertake that we will take the responsibility to keep the Bank informed.

Only for MNCs

We would like to mention that UFCE to the tune of Rs. _____ (In INR Crores) has not been included in our unhedged position since this exposure is being hedged and managed by our parent company as explained in detail in our letter dated _____.

Do not sign this agreement if it is BLANK. Please ensure all relevant sections and columns are completely filled to your satisfaction and then only sign the agreement.

Yours sincerely,

Authorised Signatories

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