

(To be stamped as an agreement)

**HOUSING LOAN AGREEMENT**

**BY**

\_\_\_\_\_ **Insert the name of the Borrower** \_\_\_\_\_

**IN FAVOUR OF**

**THE SOUTH INDIAN BANK LTD**

Amount	Rs.
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This forms part of the HOUSING LOAN Agreement executed between \_\_\_\_\_ **Insert the name of the Borrower** \_\_\_\_\_ AND **The South Indian Bank Ltd.** dated \_\_\_\_\_

**The South Indian Bank Ltd.**

**Borrower**

**THIS AGREEMENT** is made at the place and date as specified in Schedule I (a) **BETWEEN** such persons, whose name(s) and address(es) are as specified in Schedule I (b) (hereinafter referred to as the "**Borrower**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns and all persons deriving/ claiming title there under) **AND** The South Indian Bank Ltd, a banking company incorporated under the Companies Act, 1913 and having its Registered Office at "SIB House", T.B. Road, Mission Quarters, Thrissur and one of its Branch Offices at the place specified in Schedule I (c) (hereinafter referred to as the "**Bank**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

**WHEREAS** at the request of the Borrower the Bank has granted/agreed to grant a loan of the amount more particularly described under Schedule I (d) of this Agreement under Bank's Housing Loan Scheme for the purpose of construction/ purchase/additions/ modifications/ renovation of a house/ Flat/ Villa, the details of which are stated under Schedule I (e) of this Agreement,

**NOW IT IS HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREED, DECLARED, RECORDED AND CONFIRMED AS FOLLOWS:-**

In consideration of the Bank granting/ agreeing to grant the loan more particularly described in schedule I (d) of this Agreement, it is irrevocably and unconditionally agreed, declared, recorded and confirmed as follows:

## **ARTICLE I**

### **DISBURSEMENT OF THE FACILITY**

#### **1.1 Disbursement**

The disbursement of the amount of the loan shall be at Bank's absolute discretion and shall be correlated to the actual progress in the construction of the house/flat and/or for additions/ modifications/ renovations. Such disbursement shall be made by means of Bankers Cheques/ Demand Draft drawn in favour of parties to whom the Borrower may desire and instruct Bank to make payment for the purpose of acquisition/ construction/ addition/ modification/ renovation of/ to house/flat/land. The Bank may at its discretion and at the request of the Borrower credit a part of the loan amount to Borrower's Current/ Savings bank account (maintained in single or joint names) to enable the Borrower to make payments to suppliers of goods and services. The Borrower shall submit to the Bank within a reasonable time, satisfactory proof of the proper utilization of the amount of the loan, such as Engineer's certificate, certifying the value of work carried out, contractor's bills, stamped receipts, sale agreement for house/flat. If considered necessary by the Bank, the Borrower shall produce, at Borrower's own cost, photographs showing the progress of construction work carried out by the Borrower, which photographs besides showing portion of the neighbouring properties, shall be certified by persons whose certificates are acceptable to the Bank. The Borrower further understands that the Bank may be entitled not to disburse the said loan or part thereof until such certificates or documents have been produced by the Borrower and unless the Borrower comply with the requirements relating to creation of security.

<b>1.2</b>	<b>Pre-requisites for Disbursement</b>
<p>a. The Borrower agrees that there is no obligation on the part of the Bank to disburse the loan unless and until all the requirements are duly complied with by the Borrower and obtention of title clearance certificate from the Advocate of the Bank, search report/ Encumbrance Certificate from the Sub Registrar's Office, other revenue records as stipulated by the bank etc. and other internal procedures of the Bank are duly completed within reasonable time. Accordingly the Borrower agrees that date of execution of this agreement and other loan/ security documents in favour of the Bank and actual date of disbursement may vary.</p> <p>b. The Borrower shall obtain at his/her cost and produce for the satisfaction of the Bank a certificate from the Advocate/Solicitors approved by the Bank certifying that he/she will have clear marketable title to the land/flat/house proposed to be purchased by the Borrower and agree that Bank shall be entitled not to disburse any amount of the loan until such certificate has been produced by the Borrower.</p>	
<b>1.3</b>	<b>Margin</b>
<p>The Borrower agrees to contribute a percentage of the estimated cost/cost for purchase of house/renovation of existing house not less than what is specifically stated in Schedule I (f) hereunder. The Borrower further agrees that the Bank shall release the loan only after the proportionate margin amount is invested by the Borrower/ remitted to the Bank. If there is any cost escalation, the entire additional amount shall be brought in by the Borrower as margin.</p>	
<b>1.4</b>	<b>Borrower's Warranty, Declaration &amp; Undertaking</b>
<p>a. The Borrower undertakes to utilize the loan only for the purpose stipulated in the sanction letter.</p> <p>b. The Borrower undertakes to construct the house/flat/apartment strictly as per the plan approved by local authority.</p> <p>c. The Borrower declares and confirms that the amount of the loan or the balance then outstanding shall become payable at once in case of Borrower's death or death of anyone of the Borrower. In case of death, the Bank, may at its discretion, continue the loan provided sufficient collateral is furnished by the legal heirs of deceased Borrower/surviving Borrower(s) or some satisfactory arrangement for repayment acceptable to the Bank has been made by legal heirs of deceased Borrower/surviving borrower(s).</p> <p>d. The Borrower declares and confirms that on the retirement of the Borrower or any one of the Borrower the Bank may in its absolute discretion recall the entire outstanding amount of the loan sanctioned to the Borrower at once. The Bank may, at its discretion, continue the loan provided satisfactory arrangement for repayment, acceptable to the Bank has been made by the Borrower.</p> <p>e. In the event of cessation of Borrower's business/service with his/her present employers by way of resignation by the Borrower or any one of the Borrowers or otherwise (except as a result of death or retirement), the Borrower undertakes to repay to the Bank forthwith on demand the amount then outstanding in the loan account.</p> <p>f. The Borrower shall maintain the flat/ house in good tenantable repair and condition at his/ her cost at all times so long as the Borrower is indebted to the Bank and that the Borrower shall</p>	

ensure that the Bank's security is not in any way jeopardized. The Borrower shall duly and punctually pay the charges, if any, payable to the Co-operative society and also all the municipal taxes, charges, rates, cess etc. from time to time payable by the Borrower in respect of the flat/house/land. The Bank shall be at liberty to inspect the flat/house/land at any reasonable hours of the day and the Borrower shall furnish all such information/particulars whatsoever as and when called upon to do so by the Bank.

g. The Borrower shall notify and furnish details of any additions and/or alterations in the house, which might be proposed to be made during the currency of the loan. The Borrower declares that the house is/will be constructed as per the developmental control Rules and Regulations that may be applicable from time to time. The Borrower further undertakes to produce the completion/occupation certificate issued by the Local Planning Authority or any other appropriate Authority.

h. The Borrower hereby declares that he/she is not involved as a party to any litigation of a material character in relation to subject land and/or house and he/she is not aware of any litigation/judgment or legal process affecting or challenging the title of the property or any material defect which can affect the Bank prejudicially. If in future any litigation arises or any acquisition proceedings are taken out by a Government or any local body or any other person(s) then he/she will try to defend it on merits at his/her costs and consequences and shall inform the Bank the developments about the same from time to time.

i. The Borrower shall abide by the terms and conditions of the sanction of the loan to the Borrower as mentioned in the sanction intimation letter which forms part of this agreement and also to the rules for such loans, which are now in force and also those which may be altered, revised, amended, added from time to time by the Bank/Reserve Bank of India/Central Government/State Government.

j. The Borrower also agrees that the Bank shall also be entitled to transfer the loan account to any of the branches of the Bank or to any securitisation or asset reconstruction company after giving due notice to the Borrower.

k. The undertakings, authority and agreements herein contained shall be irrevocable so long as the Borrower continues to be liable to the Bank in the said loan account.

l. The Borrower agrees that the term "Borrower" wherever the context so requires shall mean and be construed as "Borrowers" and the masculine gender wherever the context so requires shall mean and be construed as the feminine gender.

m. The Borrower declares that he/she has understood all the terms and conditions for the sanction of this loan and agree to abide by the same and also by the rules and regulations which may be issued by the Bank in future from time to time and in the event of Borrower's failing to do so, the Bank will have a right to recall the loan/advance without prejudice to the Bank's right to take such appropriate action as the Bank may deem fit and proper.

#### **1.5 Additional Terms and Conditions agreed by Non-Resident Indian (NRI) Borrower**

The NRI Borrower agrees to comply with the following additional terms and conditions:-

a. The margin stipulated by the Bank shall be brought in by way of foreign inward remittance through normal banking channels or debit to NRE, FCNR, NRO account of the NRI Borrower.

b. Repayment of the loan shall be by way of foreign inward remittance through normal banking

channels, debit of NRE, FCNR, NRO or the rental income of the house financed by the Bank. Close relatives of the Borrowers in India as defined under Section 6 of the Companies Act, 1956 also are permitted to repay the loans through their bank accounts directly to the housing loan account of the NRI Borrower. The Bank may permit the NRI Borrower to repay the loan from local sources as and when he/she return to India for permanent settlement as declared by him/her.

## ARTICLE II

### REPAYMENT OF LOAN, INTEREST, OTHER CHARGES & EVENT OF DEFAULT

#### 2.1 REPAYMENT OF LOAN

- a) The Borrower agrees to repay the loan amount together with accrued interest thereon, in the period specified in Schedule II (a) of this agreement in equated monthly instalments (EMI) stated in Schedule II (b) of this agreement.
- b) The Borrower shall pay the first of the monthly instalment on or before the date specified in Schedule II(c) of this Agreement and the subsequent monthly instalments on or before the day specified in Schedule II(d) of each month. However, in the case of loan sanctioned for construction or additions to the existing house etc. if the construction is completed before the first instalment date mentioned above, the repayment shall commence immediately after completion of the works.
- c) The Borrower agrees to service the interest accrued during holiday period if so stipulated in the sanction letter and the Borrower agrees to pay such interest as and when debited.
- d) The Borrower further agrees that the Bank may as well debit by savings bank / current account for such interest during the holiday period and the Borrower shall provide sufficient funds in his/her savings bank / current account towards payment of such interest.
- e) The Bank may also in its absolute discretion alter or re-schedule the instalments and if deemed fit, stipulate a new repayment schedule, loading within the instalment the interest during holiday period and/or overdue instalments at any stage of the currency of the said loan.
- d) The Borrower further agrees that even after payment of all equated monthly instalments as stated above, if any amount is left outstanding in the said loan account by way of principal or interest on account of delayed payment of instalments, interest accrued during the holiday period, any other debits made in the account or for any other valid reasons, the Borrower shall pay the said amount in lumpsum or in instalments stipulated by the Bank in its absolute discretion and liquidate the account.
- e) The Borrower shall remit the costs and other charges, expenses debited in the account as and when it is debited.
- f) The Borrower binds himself/herself to pay the equated monthly instalments till the entire loan, interest and other charges debited in the account is fully paid. Further the amount of Equated Monthly Instalment may change/increase as may be decided by the Bank or the repayment period of loan may be extended on account of variation in rate of interest, at the discretion of the Bank.
- g) The Borrower shall arrange for the payment of the equated monthly instalment from his/her monthly salary or in whatever manner deemed fit or by debit on the due dates from the Current/Savings Bank account with Branch/or any other Branch where the Borrower may hold the account singly or jointly and to appropriate the same in repayment of the said loan and interest.

The Borrower also agrees to provide Electronic Clearing Service (ECS) mandate as and when required by the Bank.

h) The Borrower shall, if so required by the Bank, execute in favour of the Bank a letter of authority, addressed to his/her employer(s) to recover and pay to the Bank the equated monthly instalment from the salary of the Borrower every month. The Borrower shall also furnish to the Bank salary deduction undertaking from the Employer of the Borrower, if so required by the Bank.

## 2.2 Interest

a) The Borrower agrees to pay interest at the rate on the rests specified under schedule II (e) of this agreement, with the rests mentioned therein. The Borrower understands that the term “MCLR” means Marginal Cost of Funds based lending rate, which is a tenure linked benchmark, arrived based on the corresponding tenure of a particular advance/ facility.

The actual lending rate shall be determined by adding the components of Spread to MCLR (of appropriate tenure). MCLR of different tenures shall be reviewed and published by the Bank on the 1<sup>st</sup> day of every month. The interest rate in a particular loan account will be changed only on the Reset date/ period, irrespective of tenure of MCLR or interim changes in the rates of MCLR. The revised rates (prevailing on the date of reset) shall be made applicable to the loans/ facilities extended, from the 1<sup>st</sup> day of the corresponding month of the reset period expiry (for the initial reset), irrespective of the actual date of availing and subsequent reset shall be on the 1<sup>st</sup> day of the corresponding month of reset period fixed.

MCLR prevailing on the date of first disbursement shall be applicable and rate of interest will remain unchanged until the date of next reset, irrespective of interim changes in MCLR.

b) Notwithstanding the above, the Borrower agrees that the Rate of Interest may increase on account of the change of policy/directives of Reserve Bank of India/ variation in MCLR and /or Spread and in that case the Borrower agrees to pay such revised rate of interest. The Borrower also agrees that if such revised rate of interest is not acceptable, the Borrower shall make repayment of entire balance outstanding in the loan account within a period of 30 days from the date of reset of rate of interest without pre-payment charges. If the Borrower neither accepts the revised rate of interest nor close the loan within 30 days from the date of reset of rate of interest, the Borrower shall be liable to pay interest at the revised rate of interest from the date of interest rate reset and in the event of pre-payment of loan after 30 days from the date of reset, the Borrower agrees to pay additional interest of 2% on the prepaid amount, calculated from the end of 30 days period till the date of pre-closure.

c) The interest shall be calculated respectively on the daily balance of the amount due.

d) Interest specified in the Sanction Letter or any other provision in the Transaction Documents will be computed from the respective date of drawal and shall become payable upon the footing of compound interest with monthly rests or such other rests as may be prescribed by the Bank from time to time.

e) Interest on the outstanding amounts under the Facilities / discount or other charges when debited to the relevant Account by the Bank, shall be calculated on the daily debit balance of such Account. In the event of remittance being made into the account after the normal business hours (i.e. beyond 4 hours from the commencement of business hours), but within the extended business hours, the Bank will have the discretion to value date such remittance on the next

succeeding business day for the purpose of calculation of interest.

f) Interest, commission, discount and all other charges shall accrue from day to day and shall be computed on the basis of 365 days a year for rupee Facilities and 360 days for foreign currency Facilities, and the actual number of days elapsed.

g) The Borrower(s) further agrees(s) that Bank is at liberty to vary the MCLR at periodic intervals depending on tenor/ residual tenor to next reset date and / or the Spread at such rate(s) as may be decided by the Bank from time to time either on account of a revision in the MCLR of the Bank for the corresponding tenor/ residual tenor and/ or deterioration in credit quality/ rating of the Borrower(s) as assessed from time to time by the Bank or otherwise as decided by the Bank from time to time/ as per directives of the Reserve Bank of India as the Borrower(s) agree(s) to pay the interest at such revised rate. The Borrower specifically waives notice of variation of any change in the interest rate/ rest and notice published in Bank's Notice Board/Web Site of the Bank or entry regarding debit of interest in the statement of account shall be deemed to be sufficient notice of variation in rate of interest/ rest to the Borrower. Further, the Bank will be entitled to effect changes in the 'Spread' from time to time with due intimation to the Borrower and unless and until notified by the Bank, the prevailing Spread will continue to apply and will be added to the applicable/ revised MCLR to determine the effective rate of interest. Provided, further that the interest payable by the Borrower shall also be subject to the changes in the interest rates made by Reserve Bank of India from time to time.

h) Without prejudice to the above, the Bank will also have the right to charge and the Borrower will remain liable to pay penal interest @2% per annum or at such rate as may be prescribed by the Bank and/or the Reserve Bank of India, from time to time, in case the borrower violates any of the terms and conditions contained herein and/or in the sanction letter and/or for becoming the account irregular/out of order/Non Performing Asset and/or the credit rating of the Borrower is downgraded or on account of changes in risk weight stipulated by RBI or on any other circumstances, as the Bank may deem fit and necessary, provided that the charging or payment of such penal rate of interest shall be without prejudice to other rights and remedies of the Bank.

i) The interest will start accruing from the date of disbursement of the loan or the date of disbursement of the first instalment where such loan is disbursed in stages.

### **2.3 Payment of Other Charges/ Fees**

The Borrower agrees to pay all the charges/fees mentioned in Bank's sanction intimation letter. The Borrower also agrees to reimburse to the Bank all charges for legal scrutiny of title deeds, expenses incurred for valuation of property/assets offered as security to the Bank, inspection of security, visit of secured property, obtention of search reports / Encumbrance Certificate from Registrar of Assurances, etc. The Borrower waives specific notice in respect of any such charges or revision thereof and notice published in the Notice Board displayed at the Branch of the Bank or entry in the account copy shall be deemed to be sufficient notice to the Borrower.

### **2.4 Events of Default**

The Borrower further agrees that in case of breach of the terms and conditions of this Agreement and in particular in the following events, the Bank may in its absolute discretion recall and demand forthwith the amount due in the loan account forthwith together with all interest, costs and expenses incurred by the Bank:-

- a) Non-payment/ default in payment of monthly instalments or interest as specified in this Agreement.
- b) In case of death of Borrower or any of the Borrowers as specified in this Agreement.
- c) In case of retirement/ resignation of service from the present employment by the Borrower/ any one of the Borrowers or cessation/ stoppage of business/ profession as specified in this Agreement.
- d) If the Bank apprehends that the subject land and/or house is in imminent danger of destruction on account of improper maintenance or any other natural causes, and/or the security of the land and/or house is in jeopardy in the opinion of the Bank.
- e) If the Bank receives any notice of insolvency against the Borrower or any one of the Borrowers.
- f) If the Bank apprehends that the subject land and/or house/flat is liable to be attached by a Civil/Revenue Court/Income Tax/Sales Tax authorities etc.
- g) If Borrower fails to furnish the papers or documents required by the Bank or fails to furnish the information called for by the Bank from time to time.
- h) If any of the representations, undertakings and/or declarations made in this Agreement and/or loan application are found to be false or incorrect or not complied with.
- i) Non creation of security by the Borrower in favour of the Bank within the time stipulated.

### **ARTICLE III**

#### **SECURITY FOR THE FACILITY & OTHER TERMS**

#### **3.1 Security**

A. The Facility together with all interest, all fees, commitment charges, costs, charges, expenses and other monies whatsoever stipulated in or payable under this Agreement and the other Transaction Documents shall be secured by Primary/ Collateral Security as specified in Schedule III of this Agreement

B. The security will be created in favour of the Bank, as required by the Bank, in a form and manner acceptable to the Bank.

C. The Borrower shall make out / ensure that the third party security provider (if any) shall, make out a good and marketable title to its properties to be mortgaged to the Bank and comply with all such formalities as may be necessary or required for the said purpose. In case the Borrower / third party security provider is a company, the particulars of charges shall be filed with the Registrar of Companies within the period prescribed by law.

D. The Borrower shall not assign, mortgage, charge or in any way encumber or alienate the said flat/ house/ land or any part thereof and also any security furnished to the Bank so long as the Borrower is indebted to the Bank in the said loan account. The Borrower agrees that he/she will not let out the house/flat/apartment purchased out of the proceeds of loan availed from the Bank.

#### **3.2 Mortgage of Property**

The Borrower shall create equitable mortgage of land/house/flat purchased by the Borrower out of the amount of the said loan in favour of the Bank or owned by the Borrower in which the



construction/ modification/ addition/ renovation is undertaken and shall execute/ cause to be executed such documents as may be required by the Bank. Where creation of equitable mortgage is not possible the Borrower shall create a legal mortgage by execution of proper Deed of Mortgage, of all rights, title and interest in the flat/house/land purchased by the Borrower in such form as may be approved by Bank.

### **3.3 Delivery of post-dated cheques by borrower**

On demand, the Borrower agrees to deliver to the Bank post-dated cheques for the monthly instalments and the Borrower warrants that the cheque will be honoured on first presentation. Any non-presentation of a cheque due to any reason will not affect the liability of the Borrower to pay the monthly instalments or any other sum. The Borrower agrees to forthwith replace the cheque/issue fresh cheques if required by the Bank. The borrower shall not be entitled to call upon the Bank to refrain from presenting any cheque for payment and if the borrower does so, the Bank shall nevertheless be entitled to present the cheque for payment and in the event of dishonour the provisions under Chapter XVII of the Negotiable Instruments Act, 1881 shall apply.

### **3.4 Bank's right of general lien and set off**

a. In the event of Borrower ceasing to be in business/service of his/her employer whether by retirement, resignation, death or by operation of law or for any other reason or cause whatsoever and howsoever Bank shall be entitled at its discretion, to write to his/her employers to appropriate and set off (i) any amount which may then be payable by his/her employers to the Borrower whether by way of salary, allowances, bonus, other remuneration or any payment (whether ex-gratia or otherwise) whatsoever and (ii) any amount that may be standing to the credit of any account which the Borrower may have with his/her employers or with the Bank, either singly or jointly towards repayment of the balance that may be then remaining due and payable by the Borrower in the said loan account of the Borrower together with interest thereon at the applicable rates upto the date of such repayment. Any such appropriation made by the Bank or by his/her employers shall be conclusive and binding on the Bank and his/her estate both in and out of court. In the event of Borrower's liability to make repayment of the entire dues immediately shall remain valid till the entire amount with applicable interest as up to the date of payment has been realised by the Bank whether by way of recovery from Borrower's employer or otherwise.

b. The Borrower agrees that in the event of any default in payment of the instalments on his/ her/ their part, the Bank may at its discretion in exercise of its rights of set off appropriate any deposits standing to the credit of the Borrower in any branch of the Bank. The Borrower further agrees and declares that the Bank shall have a right of general lien and set off on all other accounts of the Borrower and/or securities including gold/silver ornaments, share certificates including demat securities, LIC Policies, National Saving Certificates etc. in custody of the Bank either as securities for any other loan/advance availed by the Borrower from the Bank or kept in safe custody and that the Bank may at its discretion in case of breach of terms of this Agreement may sell/dispose of such securities and appropriate the proceeds in pro-tantosatisfasction of the Bank's dues.

c. The Bank shall have the right of set-off/net off on the deposits of any kind and nature (including fixed deposits) held/ balances lying in any accounts of the Borrower and on any monies, securities, bonds and all other assets, documents, deeds and properties held by/under the control of the Bank / their trustees or agents (whether by way of security or otherwise pursuant to any contract entered/to be entered into by the Borrower in any capacity) to the extent of all outstanding dues,

whatsoever, arising as a result of any of the Bank' services extended to and/or used by the Borrower and/or as a result of any other facilities that may be granted by the Bank to the Borrower. The Borrower also notes the banker's lien available to the Bank on the aforesaid assets.

d. In addition to the above mentioned right or any other right which the Bank may at any time be entitled whether by operation of law, contract or otherwise, the Borrower authorises the Bank: (A) to combine or consolidate at any time all or any of the accounts and liabilities of the Borrower with or to any branch of the Bank; (B) to sell or dispose off any of the Borrower's securities or properties held by the Bank by way of public or private sale or assignment or in any other manner whatsoever without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to the Bank from the Borrower, including costs and expenses in connection with such sale / disposal / transfer / assignment.

### **3.5 Insurance**

The Borrower shall at his/her cost insure with an insurance company suggested by the Bank and keep insured in the joint names of Borrower and the Bank the house/flat at all times against fire, flood, cyclone, typhoon, lighting, explosion, riot, strike, earthquake, risks and other acts of God for such other risks for the full market value as desired by the Bank from time to time and shall endeavor to get the building in which the Borrower's house/flat is situated insured against fire, flood, cyclone, typhoon, lightning, explosion, riot, strike, earthquake, risks and other acts of God at all times by the Co-operative Society/apartment owner/association or any other body under whose control the building is vested. The Borrower shall deliver copies of the insurance policies, cover notes, premium receipts etc. to the Bank. If the Borrower fails to effect such insurance the Bank will be at liberty but not obliged to insure the said house/flat against fire, flood, cyclone, typhoon, lightning, explosion, riot, strike, earthquake risks and other acts of God and debit the premium and other charges to any of Borrower's accounts with the Bank. The Borrower agrees that debiting of insurance premium for a particular year(s) will not cast any obligation on the Bank to take out insurance policies of the secured assets in subsequent years. The Borrower expressly agrees and declares that the Bank shall be entitled to adjust, settle, compromise or refer to arbitration any dispute between the insurance company and the insured arising from or under or in connection with any such policy or policies of insurance and such adjustment, settlement, compromise or any award made on such reference to arbitration shall be valid and binding on the Borrower. The Borrower further agrees that the Bank shall have a right to receive all moneys payable under any such policy or under any claim made there under and to give a valid receipt therefore and that the amount so received shall be credited to Borrower's loan account and the Borrower will not be entitled to raise any question that a larger sum might or ought to have been received or to dispute Borrower's liability for the balance remaining due on such account after such credit.

### **3.6 Bank's rights not impaired on delay/ omission in exercising any right**

Delay in exercising or omission to exercise any right, power or remedy accruing to the Bank or its representatives/agents, upon any default under this Agreement, mortgage deed or any other agreement/document, shall not impair any of Bank's rights/ remedies/ powers nor shall be construed to be a waiver thereof or any acquiescence in such default nor shall the action or inaction of the Bank in respect of any default, affect or impair any right/power or remedy of the

Bank in respect of any other default.

#### **ARTICLE IV**

#### **DISCLOSURE OF DETAILS OF BORROWER AND VALIDITY OF THE AGREEMENT**

##### **4.1 DISCLOSURE OF DETAILS OF BORROWERS**

1. The Borrower agrees as a pre-condition of the credit facility granted by the Bank that in case any default is committed in the repayment of the loan/advance or in repayment of interest thereon or any of the agreed instalment of the loan on due date/s, the Bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish the name and/or photograph of the Borrower as defaulter in such manner and through such medium as the Bank or the Reserve Bank of India in their absolute discretion may think fit.

2. (a) The Borrower understand that as a pre-condition, relating to grant of the credit facilities, The South Indian Bank Ltd., requires Borrower's consent for the disclosure of, information and data relating to the Borrower, of the credit facility availed of/to be availed of, by the Borrower, obligations assumed/to be assumed, by the Borrower, in relation thereto and default, if any, committed by the Borrower , in discharge thereof.

(b) Accordingly, the Borrower hereby agree and give consent for the disclosure by The South Indian Bank Ltd. of all or any such;

i) Information and data relating to the Borrower.

ii) The information or data relating to any credit facilities availed/to be availed by the Borrower and

iii) Default, if any, committed by the Borrower in discharge of obligation of Borrower , as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Ltd (CIBIL) and/or any other agency authorised in this behalf by RBI.

(c) The Borrower also declares that the information and data furnished by the Borrower to the Bank are true and correct.

(d) The Borrower undertake that

i) the Credit Information Bureau (India) Ltd. (CIBIL) and/or 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

ii) the Credit Information Bureau (India) Ltd. (CIBIL) or any other agency so authorised may furnish for consideration, the proposed information and data or products thereof prepared by them, to any Banks/Financial Institutions and other credit grantors or registered users, as may be specified by Reserve Bank of India in this behalf.

##### **4.3 SPECIAL CONDITIONS**

In addition to the other terms and conditions stated in this Agreement, the General Conditions and the other Transaction Documents, the Borrower shall also comply with the terms and conditions specified in Schedule II hereto.

##### **4.4 SEVERABILITY OF PROVISIONS**

If any provision of this agreement is illegal, invalid or unenforceable for any reason, it will be severed from the remaining provisions, which will remain unaffected.

#### **4.5 VALIDITY OF THE AGREEMENT**

This agreement shall be valid and binding on the Borrower till the ultimate balance with interest thereon to become payable upon the said loan account including all moneys lent, advanced, paid or incurred together with interest, discount, commission and other banking charges as fixed by the bank from time to time and other costs, charges and expenses which may become payable in connection therewith.

#### **4.6 INTERPRETATIONS AND CONSTRUCTION OF THE AGREEMENT**

For the purposes of interpretation and construction of this agreement:

- a) Words importing one gender include the other;
- b) Words importing the singular or plural number include the plural and singular numbers respectively;
- c) Any schedule, and the provision and conditions contained in such schedule will have the same effect as if set out in the body of the agreement. In the event of any conflict between the Schedule and the body of this agreement, the provisions and conditions in the Schedule of this agreement will prevail.
- d) The Section Headings or Chapter Headings used in this Agreement are intended for convenience only and shall not be used in interpreting this agreement or in determining any of the rights/ obligations of the parties to the Agreement.

#### **4.7 WAIVER OF RIGHTS INCONSISTENT TO THE AGREEMENT**

The Borrower(s)/ Applicant(s) hereby further waive all his/ her/their rights inconsistent herewith which the Borrower(s)/ Applicant(s) may otherwise be entitled to claim and enforce in respect thereof.

**Borrower**

**SCHEDULE – I**

<b>a.</b>	<b>Date and Place of Agreement</b>	
<b>b.</b>	<b>Details of the Borrower(s)</b>	
	Name of the Borrower(s)	
	Constitution of the Borrower(s)	
	PAN/ TAN/ CIN of the Borrower	
	Name(s) of the signatories/ authorised signatory(ies)	
	Address of the Borrower	
	Fax No/s.	
	E-mail id	
	Phone No/s.	
	Attn: Mr./Ms.	
<b>c.</b>	<b>Details of the Branch</b>	
	Place of the Branch	
	Address of the Branch	
	Fax No/s.	
	E-mail id	
	Phone No/s.	
<b>d.</b>	<b>Details of facility</b>	
	Date of Sanction letter (LD 1100/ 1100A)	
	Amount of facility (in figures)	
	Amount of facility (in words)	
<b>e.</b>	Purpose of Loan	
	Description of the property:	
<b>f.</b>	Margin Required	

**SCHEDULE – II**

a.	Period of Loan	_____ months
b.	Equated Monthly Instalments (EMI)	
c.	Date of payment of First Instalment	
d.	Day on which subsequent instalments are to be remitted	

**e. Applicable Rate of Interest**

The Applicable Rate of interest for the facility granted/ to be granted to the Borrower is as follows:

Sl. No.	Nature of the limit	..... month(s) MCLR	Reset period	Spread	Effective Rate of Interest (C + E)	Rest	Remarks, if any.
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1							
2							
3							

**f. Prepayment / Pre-closure Charges**

The Borrower agrees that Bank is entitled to charge pre-payment/ pre-closure charges as mentioned herein below:-

**SCHEDULE – III**

<b>a.</b>	<b>Details of Primary Security:</b>	
<b>b.</b>	<b>Details of Collateral Security, if any:</b>	
<b>c.</b>	<b>Details of Guarantors</b>	
1.	Name and address	
2.	Name and address	

**SCHEDULE - IV**  
**SPECIAL CONDITIONS**

**Borrower**