

(To be stamped as an agreement)

CREDIT FACILITY AGREEMENT

(FOR PACKING CREDIT)

BETWEEN

_____ **Insert the name of the Borrower** _____

AND

THE SOUTH INDIAN BANK LTD

Amount	Rs.
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This forms part of the Agreement for credit facility executed between _____ **Insert the name of the Borrower** _____ and **The South Indian Bank Ltd.** dated _____

Borrower

The South Indian Bank Ltd.

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)ANDThe 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 accommodation to the Borrower by way of Packing Credit facility(Hereinafter referred to as the "**Facility**", which expression shall as the context may permit or require, mean any or each of the Facility granted by the Bank, or so much thereof as may be outstanding from time to time) uptothe aggregate limit for the amount more particularly mentioned in Schedule I(d) hereto, more particularly specified in Schedule II hereunder,for the purpose of procuring raw materials and their processing, packing etc. for export/deemed export, vide Bank's loan sanction letter.subject to the terms and conditions contained in the Sanction Letter as well as those embodied in this agreement.

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

IN CONSIDERATION OF the Bank having granted/ agreeing to grant the facility, to the extent of the sum more particularly mentioned in Schedule 1(d) hereto,from time to time, against the security of promissory notes made or endorsed in favour of the Borrower, the Borrower unconditionally and irrevocably agree to accept and be bound by the following terms and conditions for grant of the said facility.

**ARTICLE I
DEFINITIONS**

In this Agreement and the General Terms and Conditions, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings viz.:

"Borrower" means the person(s) defined under Section 2.1 of the General Terms and Condiitions and specifically named in Schedule I (b) of this Agreement.

"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 1st 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 1st 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 1st 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.

“General Terms and Conditions” means The South Indian Bank Ltd.’s General Terms and Conditions for Credit Facilities duly registered on the 5th day of March, 2012, with the Sub-Registrar of Assurances-III, Delhi/ New Delhi vide registration No.340 in Book No.4, Vol.No.4,257 from pages 1 to 29, as is applicable to the Credit Facility availed/ to be availed from the Bank, a copy of which is also available on the website of the Bank.

All capitalised terms used but not defined in this Agreement shall have the respective meanings assigned to them under the General Terms and Conditions.

ARTICLE II

TERMS OF THE FACILITY

2.1 PREAMBLE

The preamble portion of this agreement shall be deemed to be an integral part of this agreement.

2.2 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions shall be deemed to form part of this Agreement and shall be read as if they are specifically incorporated herein and to the extent of any inconsistency or repugnancy, the contents of this Agreement shall prevail over the General Terms and conditions for all intents and purposes. The Borrower confirms having accessed the General Terms and Conditions on the website of the Bank and/ or having received a copy of the General Terms and Conditions and confirms having read and understood the General Conditions. The Borrower specifically agrees to the General Terms and Conditions set out therein, as is applicable to the facility granted/ being granted to the borrower.

2.3 BASIS OF AGREEMENT

The Borrower’s Application and subsequent correspondence if any, with the Bank (hereinafter collectively referred to as “the Borrower’s proposals”) and Bank’s sanction letter referred to above shall be deemed to constitute the basis of this Agreement and of the credit facilities.

2.4 DISBURSAL OF THE AMOUNT

Subject to the provisions of this Agreement and of the sanction letter for grant of the Packing Credit Facility, the Bank shall open/continue in its books either one Facility Account or more Packing Credit Loan Account(s) in the name of the Borrower (hereinafter collectively referred to as the “Facility” and individually as “said Loan Account” depending on the context) to the extent of the amount mentioned in Schedule 1(d) hereto, more particularly described in **Schedule II** hereunder, from which amounts will be disbursed to the Borrower in a phased manner depending upon the export needs of the Borrower and as per the Rules/Practices of the Bank in this regard. The Bank may at its discretion decide either to allow the Borrower individual Loan Accounts in respect of each Letter of Credit or Export Order/Contract (hereinafter called “contract”) or one Facility Account as a running account if the Bank is satisfied about the operation of the said account(s) depending upon the turn over in the Account or nature of trade or credit needs of the Borrower as the case may be, subject however, to the lodgment of Letter of Credit/Contract by the Borrower, either upfront or within a reasonable time subsequent to disbursement as specified by the Bank from time to time.

2.5 DEMAND PROMISSORY NOTE

The Borrower tenders herewith Demand Promissory Note, as cover for the above credit facility, the details of which are more specifically furnished under Schedule I (e). The said Demand Promissory Note executed by the Borrower in favour of the Bank shall operate as a continuing security for the said Credit Facility. The said Demand Promissory Note shall operate as security for the ultimate balance with interest thereon to become payable upon the said Credit Facility, including all moneys lent, advanced, paid or incurred on such account or which may in future be advanced or incurred together with interest, discount, commission and other banking charges as fixed by the Bank or as per law from time to time and other costs, charges and expenses which may be or become payable in connection therewith and the said Packing Credit Account(s) shall not be considered to be closed for the purpose of security and the security is not to be considered as exhausted merely by reason of the said Packing Credit Account(s) being brought to credit at any time or from time to time.

2.6 BORROWER'S WARRANTY

a) Notwithstanding anything contained in this agreement or in any other agreement executed or to be executed by the Borrower in favour of the Bank, the Borrower agrees to pay to the Bank on demand being made by the Bank the balances then outstanding and owing to the Bank under the aforesaid credit facilities, inclusive of all interest up to the date of payment, together with any service charges, commitment charges, commission, discount, costs, charges and expenses and all other moneys debited or which may be debited to the account(s).

b) The Borrower hereby agrees that each said Loan or the said Credit Facility as the case may be, shall be in general payable on demand and liquidated by crediting the proceeds of negotiation/purchase of relative export bills drawn on the foreign buyers either under the Letters of Credit opened by the purchaser or under the contract by the Borrower within the due date or extended due date as may be granted by the Bank. In case for any reason the goods are not exported then the Borrower agrees to personally repay to the Bank immediately the amount of such loan together with interest at the maximum rates applicable for ordinary demand loan. After obtaining prior written permission of the Bank, the Borrower may sell such unexported goods to any other overseas buyer or in Indian market and such proceeds will be credited to the said Loan Account.

c) The monies advanced by the bank at the request of the Borrower shall be utilized and employed by the Borrower exclusively for the purpose of purchasing, manufacturing/processing, packing and exporting the goods in accordance with the export contracts/letters of credit and shall not be diverted for any other purpose.

d) The Borrower agrees with the Bank that the bills of exchange, shipping documents, dock warrants, delivery orders, warehouse receipts, policies of insurance, and other inland and foreign documents representing or relating to goods in India or abroad, in transit or otherwise, and all goods thereby represented or to which such documents relate, and all marketable securities (collateral or otherwise) in which the Borrower is interested, which may at any time during any indebtedness or liability (contingent or otherwise) of the Borrower to the Bank be in the possession of the Bank shall be a continuing security for all sums in which the Borrower from time-to-time be actually or contingently indebted or liable to the Bank on account in respect of all present and future transactions whether continuous or not until otherwise agreed.

2.7 AUTHORISATION IN FAVOUR OF THE BANK

a) In respect of the Packing Credit facility, the Borrower irrevocably authorize the Bank that as and when operations in the Packing Credit Account (hypothecation account and pledge account) are required, the Bank may operate the account by crediting or debiting as the case may be, Borrower's respective Current/Cash Credit account from and to the Packing Credit Account according to the necessity and position of the stock which the Borrower declare in hypothecation/pledge account from time to time and/or on negotiation of bills. The Borrower understands that in consequence to the above the Bank will be crediting the proceeds of Packing Credit Loan to Borrower's current account and the Borrower can withdraw such amounts through the said operative current account. The Borrower shall issue cheque to the suppliers of materials, which is to be honoured in the operative current account.

b) The Borrower authorizes the Bank to debit interest and other charges due under the packing credit account to the operative current account and Borrower hereby give the mandate of authority to the Bank for the same. The Borrower undertakes to provide sufficient funds to meet this overdrawing by cash remittance or by proceeds of export bills to be negotiated through the Bank.

2.8 INTEREST PAYABLE

a) The Borrower agrees to pay interest at the rate mentioned in **Schedule III** to this agreement. The interest shall be calculated respectively on the daily balance of the amount due.

b) 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.

c) 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.

d) The Borrower further agrees that:

(i) If pre-shipment advances are not liquidated from proceeds of bills on purchase, discount etc. on submission of export documents within 360 days from the date of advance, the advance will cease to qualify for concessive rate of interest **ab initio**.

(ii) In cases where packing credit is not extended beyond the original period of sanction and exports take place after the expiry of sanctioned period but within a period of 360 days from the date of advance, Borrower would be eligible for concessive credit only up to the

sanctioned period. For the balance period, interest rate prescribed for ECNOS at pre-shipment stage will apply.

(iii) In cases where export do not take place within 360 days from the date of pre-shipment advance, such credit will be termed as ECNOS and interest will be charged at the ECNOS rate specified above from the very first day of the advance.

(iv) If exports do not materialize at all, interest will be charged on the relative packing credit at maximum of interest applicable to domestic advances plus penal interest.

e) Without prejudice to the above, the Borrower understands that in the event of the account being classified as Non Performing Asset (NPA), the Borrower will be liable to pay interest at the enhanced rate up to the aggregate of the MCLR plus the revised Spread so fixed by the Bank with monthly rests in addition to penal interest @ 2% per annum or such other rate fixed by the Bank from time to time. In the 'event of default' for reasons other than the account becoming NPA, over and above the contractual rate of interest, the Borrower will be liable to pay penal interest @ 2% or such other rates fixed by the Bank from time to time. Provided further that the charging or payment of such enhanced/additional/penal rate of interest shall be without prejudice to other rights and remedies of the Bank.

f) The Borrower specifically agrees that the principal amount under this agreement shall always include and/or shall deem to and include also the interest calculated and debited to the loan account from time to time cumulatively.

2.9 SPECIFIC CONDITIONS FOR THE FACILITY

a) In all cases where Pre-shipment Credit 'Running Account' facility has been extended, letters of credit/ firm orders should be produced within a reasonable period of time to be decided by the bank. Individual export bills will be marked off, as and when they are received for negotiation/collection, against the earliest outstanding pre-shipment credit on 'First In First Out' (FIFO) basis. While marking off the pre-shipment credit in this manner, concessive credit available in respect of individual pre-shipment credit shall not go beyond the period of sanction or 360 days from the date of advance, whichever is earlier.

b) The Borrower shall make and furnish to the Bank every month or at such intervals as the Bank may prescribe from time to time, all statements and returns of the cost and market value of Hypothecated Goods and full description thereof and produce such evidence in support thereof as the Bank may from time to time required and shall maintain in favour of the Bank margin as stipulated by the Bank of the invoice value or market value (whichever is less) from time to time of the Hypothecated Goods and the balance due to the Bank for the time being. Such margin shall be calculated on the invoice and/or open market value of the Hypothecated Goods, whichever is lower and shall be maintained by the Borrower either by hypothecation of further goods to be approved by the Bank in writing or by cash payment by the Borrower immediately on the market value for the time being of the Hypothecated Goods becoming less than the aggregate of the balance due to the Bank plus the amount of margin calculated above. For the purposes of calculation of margin any unpaid stock will be excluded.

c) The Borrower agrees that the Borrower shall store the hypothecated goods in the premises duly notified to the Bank and the same shall be kept separate and distinct from other goods and a Board indicating hypothecation of such goods to the Bank shall be placed in a conspicuous part of the premises where the hypothecated goods are

stored/processed/packed. Where the advances are granted by the Bank for procurement of stock, the Borrower agrees to notify the Bank the place of storage of goods or deliver the goods to the Bank's custody where the advance is granted on pledge basis within the period stipulated in Borrower's letter of request for each advance.

d) In respect of advances granted by the Bank against hypothecation of goods, the Borrower undertakes that the Borrower is liable to hold them on account of and under lien to the Bank and to deal with them as property of the Bank as security by way of first charge for the amount owing or becoming due by the Borrower to the Bank irrespective of whether the goods are stored in Borrower's premises or in any other place or are in transit, that the said goods or documents of title there to shall not be subjected to any lien or encumbrance in favour of any person whatsoever and that the Borrower shall not do anything which might prejudice the security created in favour of the Bank. The Borrower further agrees that the Bank shall be at liberty to demand, at any time, possession of the goods held by the Borrower under hypothecation to it or any part thereof for the purpose of converting the relative advance into pledge basis.

e) In the case of packing credit facility granted/to be granted by the Bank as procurement loan, the Borrower agrees with the Bank as under:-

(i) All such advances taken by the Borrower from the Bank in the said Packing Credit Account shall be applied by the Borrower solely in the purchase of the goods for which the facility is availed (hereinafter called "the said goods") and until such advances have been repaid to the Bank either by proceeds of the bills of exchange or in cash, all the said goods as shall be purchased by means of such advances shall be kept apart by the Borrower from all other goods in Borrower's Godown and shall be held by the Borrower as agent and **in trust for the Bank** and kept fully insured by the Borrower against loss by fire, riots and civil commotion, Borrower holding such insurance and all money receivable therefrom in trust for the Bank, and handing over to the Bank forthwith all amounts received from the insurers.

(ii) The said goods shall be stored in the godowns approved by the Bank and cause to be inspected by the Bank within the specific number of days as mentioned in the sanction order and pledged as security for the due payment of the dues.

(iii) The said goods will be under pledge to the Bank notwithstanding the fact the said goods are under transit and that Borrower has not so far taken delivery of the same. The said goods when taken delivery of will be under pledge to the Bank notwithstanding the fact that the goods are taken delivery by the Borrower and as per terms of this agreement the bank's rights thereon shall remain intact and unaffected.

(iv) The Bank will be entitled to the said goods as security for all advances taken by the Borrower from time to time in the said Packing Credit Account, Borrower holding the said goods as agent and trustee for the Bank and in the event of Borrower's failure to repay to the Bank the amount of such advances when called upon to do so, the Borrower hereby undertakes to deliver to the Bank at any time the said goods without raising any question to enable the Bank to sell, or at Bank's discretion, to ship the same for the purpose of realisation under Bank's directions. The Borrower also further agrees and undertakes that immediately upon shipment of the said goods or any part thereof, to hand over to the Bank the shipping documents or their equivalent in cash.

(v) The Borrower will, whenever required, give the Bank full particulars of the said goods held by the Borrower on Bank's behalf and the Borrower hereby guarantees that its value shall at all times be at least above the balance due to the Bank by the Borrower on the said Packing Credit Account.

(vi) It is understood that the keys of the Godown remain in Borrower's possession, and Borrower likewise further agrees and undertakes to have no advance from any other Bank on the same or any other goods in Borrower's Godown in which the said goods, under lien to the Bank are stored so long as the Borrower is indebted to the Bank. And Borrower further agrees that the said goods shall be a security to the Bank for the payment on demand of all other money which are now or shall at any time be due to the Bank from the Borrower either alone or jointly with any other person or persons, either on account current or for money advanced or paid or in respect of bills, drafts or notes accepted, paid or discounted, interest, commission or any other usual or lawful charges or any other account whatsoever, together with all costs and expenses. It is further agreed that all money advanced and due to the Bank under the facilities granted shall be repayable on demand and in default of payment of the money due as aforesaid, the Bank shall be at liberty to take charge of the said goods and for that purpose to enter any Godown, warehouse or any other place of storage and to sell the said goods either by Public Auction or Private Contract after giving 48 hours' notice of such sale which shall be considered reasonable and to apply the net sale proceeds thereof in or towards payment of all amounts due to the Bank and all accounts of such sales so rendered shall be binding upon the Borrower.

f) The Borrower shall take every care and caution to see that the shipping and other documents of sale are drawn strictly in conformity with the Letters of Credit/Contract and/or according to the usual trade practices and if found defective in any manner whatever shall get the same corrected and shall keep the Bank indemnified against any loss or against non recovery of the price by reason of any defect on the said documents. In case of default by the Borrower to procure the aforesaid documents, the Bank without being bound, shall be entitled to procure the same and to insure the goods against marine, fire and export risk and to represent the Borrower before the Director General of Foreign Trade, Customs, E.C.G.C. and such other authorities/offices as may be necessary in this behalf.

g) The Borrower undertakes to prepare the goods and ship them within the period for which each advance is granted to the Borrower and immediately upon shipment to surrender to the Bank valid shipping documents, bills of exchange, insurance policies and all other documents drawn in conformity with the terms of the export contract or letter of credit, as the case may be, and duly endorsed by the Borrower to enable the Bank to negotiate or collect the bills and to apply the proceeds there of towards repayment of the packing credit advance. Should the buyers at any time remit to the Borrower the value of the goods or any part thereof as advance payment, the Borrower is liable to surrender such amounts to the Bank in reduction of the amount owing by the Borrower in the packing credit advance. Should the Borrower fail to declare the stocks in the godowns within the stipulated periods and/or to ship the goods and to surrender to the Bank the shipping documents confirming to the terms of the letters of credit/export contracts entered into by the Borrower with the overseas party, as the case may be, and /or to fulfill any of the conditions set forth in this and other documents executed by the Borrower for obtaining the packing credit advance, the Borrower is liable to pay to the Bank on demand all moneys owing by the Borrower under the advance and in the event of Borrower's failure to say repay the entire amount due to Bank together with interest and

other charges, the Bank will be free to resort to the remedies open to it for recovery of the outstanding including disposal of the stocks and/or other securities held by the Bank.

h) Immediately on entrusting goods with shipping agents approved by the Bank for the purpose of shipment, the Borrower shall arrange to lodge with the Bank necessary letters from them acknowledging Bank's charge over the goods as pledged security for the advances. The Borrower alone shall be responsible for losses arising from failure of shipping agents to duly protect, insure ship and / or account for the goods entrusted with them for shipment.

i) The Borrower shall not avail packing credit or other accommodation from any other bank or financier against the firm orders/letters of credit that the Borrower will be lodging with the Bank for obtaining advances.

j) The Borrower agrees that the Bank may withdraw the facility forthwith if it is noticed that the Borrower is found to be abusing the facility and the Bank alone shall decide whether the Borrower has committed abuse or not and such decision shall be binding on the Borrower.

k) The Borrower agrees that the Packing Credit facility can also be marked-off with proceeds of export documents against which no packing credit has been drawn by the Borrower.

2.10 INSURANCE& ECGC

a) The Borrower shall at all times keep the goods which are in course of preparation for shipment, in transit or otherwise fully insured against fire and other necessary risks in the joint names of the Bank and Borrower and deposit with the Bank the policy or certificate of insurance.

b) That the Bank may at its absolute discretion cover the advances granted to the Borrower under the guarantee scheme of Export Credit Guarantee Corporation (ECGC) at the expenses of the Borrower, Bank shall be entitled to furnish to the ECGC such information as may be required in connection therewith. Borrower shall pay the premia payable to ECGC, insurance premia for stocks or any other charges levied by the Bank immediately on their becoming due. Bank is at liberty to debit such amounts to the Current/Overdraft/Cash Credit account of the Borrower irrespective of whether there is sufficient balance in such account or not. If such debits result in TOD/ exceeding of Drawing Power (DP) in such accounts the Borrower is liable to pay interest at maximum lending rate on such TOD/exceeding till it is regularised. The Bank may lodge and realize any claim with/from ECGC without prejudice to the right of the Bank to realize/recover entire amount due from the Borrower under any/all the accounts maintained by the Borrower with the Bank. The Borrower confirms that he has specifically understood the rules of ECGC and that any claim received by the Bank shall in no way reduce his liability and responsibility to pay the entire dues to the Bank.

2.11 FLUCTUATIONS IN RATE OF EXCHANGE

The Borrower unconditionally and irrevocably agrees with the Bank that all fluctuations in the rate of exchange whether due to devaluation/revaluation or otherwise that may take place or occur on and from the date of advance until the date of the Bank receiving the proceeds of the bill shall be entirely to the Borrower's account and at their entire risk and responsibility. The Borrower also agrees and undertakes with the Bank that any exchange risk arising out of the reversal sale and the subsequent purchase shall be liable to be set off or adjusted to the account of the Borrower.

2.12 **AGREEMENT NOT PREJUDICIAL TO OTHER AGREEMENTS**

This agreement shall not in any way be prejudicial to the other agreements executed by the Borrower in favour of the Bank for the Packing Credit arrangement, but shall be deemed to be supplemental thereto.

2.13 **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 IV hereto.

ARTICLE III

INDEMNITY

The Borrower hereby agrees that the Bank shall not be responsible for the acts of negligence or misdeeds by the Agents or Foreign Correspondents / Correspondent Banks in connections with the transactions covered by these presents and the Borrower shall indemnify the Bank or its agents/officers against any loss or damage suffered or likely to be suffered by the Bank on account of the negligence or misdeeds or acts of omissions or commissions of the Agents or Foreign Correspondents/Correspondent Banks as stated above nor itself affect the Borrower's liability to the Bank hereunder as the principal debtor.

ARTICLE IV

MISCELLANEOUS

4.1 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.

4.2 SEVERABILITY OF PROVISIONS

The Borrower agrees that except as otherwise provided herein, if any provisions of this agreement shall be held by a Court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions and clauses shall remain in full force and effect.

4.3 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.

4.4 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.

Borrower

The South Indian Bank Ltd.

SCHEDULE – I

a.	Date and Place of Agreement	
b.	Details of the Borrower(s)	
	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.	
c.	Details of the Branch	
	Place of the Branch	
	Address of the Branch	
	Fax No/s.	
	E-mail id	
	Phone No/s.	
d.	Details of facility	
	Date of Sanction letter (LD 1100/ 1100A)	
	Nature of loan	
	Amount of facility (in figures)	
	Amount of facility (in words)	
e.	Details of Pronote	Pronote for Rs. _____ dated _____

SCHEDULE II
DETAILS OF LOAN/LIMITS

NATURE OF LOAN/LIMIT	TOTAL LOAN/ LIMIT	SUB-LIMIT (SPECIFY DETAILS)

SCHEDULE III
RATE OF INTEREST

<i>CATEGORY OF EXPORT ADVANCE</i>	RATE OF INTEREST
(Pre-shipment Credit)(from the date of advance)	
a) (i) Upto 180 days	
(ii) Beyond 180 days and upto 270 days	
b) Against incentives receivable from Government covered by ECGC guarantee up to 90 days	
c) Export Credit Not Otherwise Specified (ECNOS)	___%, being___% above Bank's MCLR (Current MCLR being ___%).

SCHEDULE - IV
SPECIAL CONDITIONS

Borrower

The South Indian Bank Ltd.