

To be stamped as an agreement
Date of stamp paper should be previous / prior to the date of agreement

LOAN AGREEMENT

THIS AGREEMENT is made at the place and date as specified in Schedule I BETWEEN such persons, whose name(s) and address(es) are as specified in Schedule I as the "Borrower" (which expression shall unless repugnant to the context or meaning thereof include Proprietor/s, Partners in a Partnership Firm and LL.P, Coparceners of a Joint Hindu Family, Trustees of a Trust, Society, Company and its/his/her/their respective heirs, executors, administrators, legal representatives, authorized persons, successors and assigns, AND such persons whose name(s) and addresses are specified in Schedule I as "the Co-Applicant/Guarantor" (which expression shall unless the context otherwise requires, include Partners in a Partnership Firm and LL.P, Coparceners of a Joint Hindu Family, Trustees of a Trust, Society, heirs, administrators, executors, legal representatives, successors and receivers as applicable), AND The Bandhan Bank Ltd, a banking company within the meaning of the Companies Act, 2013 and having its Registered Office at DN-32, Sector-V, Salt Lake City, Kolkata-700091 and one of its Branch Offices at the place specified in Schedule I (hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns)

WHEREAS the Bank, at the request of the Borrower(s) has granted/agreed to grant to the Borrower From time to time, Overdrafts/Term Loan/other facility as per the Sanction Letter No. BBL / SEL / 1996 / 2021-2022 / 950005652 dated 13 Dec 2021 (herein after referred to as "Sanction Letter") issued by the Bank and on the Terms and Conditions herein after appearing. The Sanction Letter and modifications thereof, if any, shall be construed as part of this Agreement.

NOW IN CONSIDERATION OF THE BANK GRANTING/ AGREEING TO GRANT THE LOAN, THE BORROWER AGREES, DECLARES, RECORDS AND CONFIRMS AS FOLLOWS : 1. Disbursal of Loan (s)

- a) The Bank shall disburse the loan in one lump sum as mentioned in the Sanction Letter. Disbursement shall be deemed to have been made to the Borrower on the date of the disbursement by way of cheque or pay order or on the date of setting up of the Loan account limit as the case may be whereas interest on the Loan will begin to accrue in favour of the Bank as and from the date of disbursement of the Loan.
- b) The right of the Borrower to make drawals under this Agreement shall cease on the expiry of the validity period specified for the respective facility/loan mentioned in the Sanction Letter and/or occurrence of event of default as stated in Clause 5.
- c) Notwithstanding anything contained in this Agreement, Sanction letter and Demand Promissory Note and/or any other document executed by the Borrower(s), the Bank reserves the unconditional right to cancel the monies advanced/to be advanced under the Agreement (either fully or partially) at any time, without giving any prior notice to the Borrower, and the decision of the Bank as regards any matter pertaining to disbursement shall be final, conclusive and binding on the Borrower.

2. INTEREST FOR THE CREDIT FACILITIES

- a) The Borrower agrees to pay interest at the rate(s) mentioned in the Sanction Letter herein below, on the loan to be calculated on the daily balances in the loan account(s) with monthly/ quarterly/half-yearly/yearly rests according to the practice of the Bank and as per the guidelines as applicable issued by RBI from time to time.
- b) The interest on the Term Loan will be calculated on the basis of the rate of interest mentioned in Sanction letter and rounded off to the next rupee calculated on monthly rests and any other charges shall be computed on the basis of a year of three hundred and sixty-five (365) days. However, in the event of the Borrower intends to foreclose the Term Loan prior to the date of expiry of such loan, the interest would be calculated up to the date of actual Foreclosure/realization of such payment whichever is later.
- c) The interest on the Overdraft will be applied on daily outstanding and shall be calculated on the basis of the rate of interest mentioned in Sanction Letter and rounded off to the next rupee calculated on monthly rests and any other charges shall be computed on actual number of days/365 days basis. However, in the event of the Borrower intends to foreclose the Overdraft Loan, the interest would be calculated upto the date of actual foreclosure/ realization of such payment whichever is later.
- d) The Borrower shall route all transactions through the Bank and furnish all financial information that may be required to be submitted by the Borrower to the Bank, in line with the covenants of such loan.
- e) It is agreed between the Borrower and Bank that since the disbursement may take place subsequently, depending upon the request of the Borrower and calculation of Interest is to be made from the date of Disbursement, therefore the repayment installments as detailed under the Amortization Schedule (as provided under Schedule-I hereunder) may vary and the same shall be confirmed and communicated by the Bank to the Borrower subsequent to Disbursement, and the Borrower shall be bound to repay the Loan as per such updated Amortization Schedule.

3. REPAYMENT OF LOAN

The Bank shall have the right to review and reschedule the repayment terms of the outstanding obligations at any time in such manner and to such extent as the Bank may at its sole discretion decide without any obligation as such to do so at the request of the Borrower. In such an event the Borrower shall repay the outstanding obligations as per the revised schedule as communicated to the Borrower by the Bank in writing. In normal course, EMI / Interest Servicing shall be recovered on the due date as mentioned in the sanction letter and more particularly provided under the Amortization Schedule along with principal and interest breakup. The Borrower promises to pay to the Bank the entire outstanding dues as per the Sanction Terms. The Borrower hereby also waives the rights of the presentment of the Demand Promissory Note and dispenses with a notice of dishonor in terms of Section 98(a) of the Negotiable Instruments Act, 1881, and that in the event of payment not being made on demand by the Borrower, the Bank shall be at liberty (but not obliged) to give extend time for repayment to the Borrower if so the Bank may desire.

4. PROMISE OF PAYMENT

For value received, Borrower hereby promises to pay to the Bank or as per order, to a sum of borrowed amount with interest.

5. PRE-PAYMENT CHARGES FOR TERM LOAN(S)

The Bank may, at its sole discretion and on such terms as it may prescribe, permit pre-payment of the loan. If permitted by the Bank, the Borrower shall give prior written notice of his intention to pre-pay the full amount of respective Facilities and pay to the Bank such pre-payment charges as mentioned in the Sanction Letter respectively, subject to change if any made by the Bank From time to time.

6. EVENT OF DEFAULT

The Borrower understands that in one or more of the Following happenings, it would be treated as an event of default for this agreement:

- (a) Any breach of the terms of this Agreement.
- (b) Anyone or more instalment(s)/monthly interest not served/paid on time as and when due. (c) Interest has not been paid on due date.
If any distress or execution is levied or issued upon or against any part of the property of the Borrower and the same is not discharged or vacated within 14 days or if a receiver is appointed over the Borrower(s)'s business or if any substantial part of the
- (d) Borrower(s)'s assets or business shall be deemed to be seized or any action by any Government or any other authority is instituted to suspend business of the Borrower(s).
- (e) If the Borrower(s) stops payment or ceases or decides to cease to carry on his/her/their business, or dispose of the whole or (f) If any other indebtedness or obligation is not discharged when due prior to or on the specified maturity thereof.
- (g) If financial information is not shared by the Borrower, as and when, such information is sought by the Bank from the Borrower.

- (h) If any information Furnished by the Borrower to the Bank is found to be incorrect or incomplete in any material particulars.
- (i) Banking transactions/Cash Transactions being routed through other Banks by the Borrower.

7. BANK'S RIGHT IN THE EVENT OF DEFAULT In the event

of any default as above the Bank shall have the right:

- (a) To recover the entire dues including legal charges/ fees and other incidental expenses
- (b) To suspend any withdrawal to be effected as against the limit sanctioned/disbursed to the Borrower
- (c) Take any other action as it may deem fit for recovery of its dues and enforcement of assets of the Borrower

Borrower(s) is/are hereby agree that as per the regulatory guideline classification of account as Special Mention Accounts (SMA) / Non Performing Assets (NPA) shall be made and classification of NPA shall be done Borrower(s) wise and not facility/ loan wise and hence, in case of non-payment of dues by the Borrower(s) in case of any facility/loan availed from the Bandhan Bank and consequently such Facility being classified as NPA, all other loan/Facility accounts of the Borrower(s), with the Bandhan Bank also shall be classified as NPA as per the guideline issued by RBI and it shall entitle the Bandhan Bank to recall all such loans/facilities availed by the Borrower(s) from the Bandhan Bank and enforce such security as may be available with the Bank, irrespective of the regular payments in such other loan accounts". As a reference SMA/NPA calculation example is provided under Schedule-I for better understanding of the issue.

8. BANK'S RIGHT OF LIEN AND SET OFF

The Bank shall have the right of lien and set off/ netting off against any of the balances in any of the account of the Borrower/Co-Applicant/Guarantor(s) in accordance with this agreement towards the satisfaction of dues outstanding as against the loan availed by the Borrower/ Co-Applicant/Guarantor(s).

9. ACKNOWLEDGMENT OF LIABILITY

If the Borrower be more than one individual, each one or any of them is/are authorized and empowered by the other(s) of them to admit and acknowledge his/their liability to the Bank by any payment into the account(s) or by way of express writing in any manner or otherwise and any such admission and acknowledgment of the liability by one or more of them shall be construed to have been made on behalf of each of them.

10. INDEMNITY CLAUSE

The Borrower hereby agree to indemnify and keep indemnified the Bank against all losses, damages, claims, demands, costs, charges and expenses that may be suffered, sustained, incurred by the Bank on the basis of representations made by the Borrower by reason of the Bank having granted the loan otherwise howsoever in relation thereto.

11. RIGHT TO DISCLOSE/PUBLISH DETAILS OF BORROWER

The Borrower hereby agrees as a pre-condition of the loan given to the Borrower by the Bank that, the Bank has a right to disclose and furnish information regarding the Loan, the Borrower and/or the guarantor (if a guarantee is provided in relation to the loan) to any such person as it may deem fit, including but not limited to the Credit information Bureau (India) Limited and any other agency authorized in this behalf by Reserve Bank of India.

12. ASSIGNMENT

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

Schedule – I	
Date and Place of Agreement	Date - _____ and Place-
Details of the Borrower(s)	
i	Name of the Borrower(s)
ii	Constitution of the Borrower(s)
iii	Address of the Borrower
iv	E-mail id
v	Phone No/s./Mobile No.
vi	Attn: Mr./Ms.
Details of the Co-Applicant/Guarantor	
i	Name of the Co-applicant/Guarantor
ii	Address of the Co-applicant / Guarantor
iii	E-mail id
iv	Phone No/s./Mobile No.
v	Attn: Mr./Ms.
Details of the Branch	
i	Place of the Branch
ii	Address of the Branch
iii	Email Id:
iv	Phone No/Mobile No.

Repayment	
Repayment Frequency	Monthly

Amortization Schedule*						
Payment Months No.	Repayment Date	Scheduled Payment / EMI	Principal repayment	Interest payment	Outstanding / Ending Balance	

*Amortization schedule is tentative and is subject to change basis actual date of disbursement, above repayment schedule has been constructed assuming disbursement happens on sanction date

Examples of SMA & NPA Classification dates

The Circular on the Prudential Framework for Resolution of Stressed Assets requires the lenders to recognize incipient stress in borrower's accounts, immediately on default, by classifying them as special mention accounts (SMA). The basis for classification of SMA categories shall be as follows:

Loans other than revolving facilities		Loans in the nature of revolving facilities like cash credit/overdraft	
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 date of SMA/NPA shall reflect the asset classification status of an account at the day-end of that calendar date. **Example:** 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 and this account shall get tagged as SMA-0 upon running day-end process on 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. Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021.

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and the year first hereinabove written,

_____	_____	_____
Signature of Borrower	Signature of Co-Applicant/ Guarantor	Signature of the Bank