

HYPOTHECATION AGREEMENT OF GOODS & BOOK DEBTS

THIS AGREEMENT is made at _____ (place) on this _____ day of _____ 20____.

Between

1. _____ son/daughter/wife of Shri _____
2. _____ son/daughter/wife of Shri _____
3. _____ son/daughter/wife of Shri _____
4. _____ son/daughter/wife of Shri _____
5. _____ son/daughter/wife of Shri _____

hereinafter called the "Borrower" of the First Part.

OR

Shri / Smt. _____

Indian inhabitant carrying on business as sole proprietor under the name and style of M/s

_____ hereinafter called the "Borrower" of the First Part.

OR

- 1) _____
- 2) _____
- 3) _____
- 4) _____

All above partner's are Indian Inhabitant carrying on Business in partnership in the firm name and style of M/s _____ hereinafter called the "Borrower" of the First Part.

Or

M/s _____

a company within the meaning of the Companies Act, 2013 having its Registered Office at _____

_____ (through Shri/Ms., _____

(designation), as authorized vide its Board Resolution dated _____)

hereinafter called the "Borrower" of the First Part.

OR

hereinafter called the "Borrower" of the First Part.

AND

SHIVALIK SMALL FINANCE BANK LIMITED, a company incorporated under the (Indian) Companies Act, 2013 (CIN: U65900DL2020PLC366027) and Banking Company within the meaning of Banking Regulation Act, 1949 with its registered office at 501, Salcon Aarum Jasola District Centre, New Delhi 110025 and having its branches/correspondents inter alia at the place mentioned at the end of this agreement (herein after referred to as "Bank") of the Second Part.

Borrower having granted/ agreed to grant accommodation by way of opening and/or continuing in the books of the Bank, banking account or accounts of the Borrower and from time to time at the request of the Borrower giving him such advances as he may require and the Bank may be willing to make to the extent of Rs. _____ (Rupees _____) on the security hereof.

IT IS AGREED AS FOLLOWS:

1. The Borrower hereby hypothecates by way of FIRST CHARGE IN FAVOUR OF THE BANK:

(i) the goods described in general terms in the Schedule hereto (hereinafter referred to as "the said goods") which expression shall include (whether specifically mentioned or otherwise) all raw materials, semi finished and finished goods, consumable stores & spares and moveable property of any kind now or at any time hereafter belonging to or at the disposal of the Borrower and which are now stored or being stored or which hereafter may from time to time be brought into or stored or be in or about the Borrower's premises or godown/s at _____ and at other places hired by the Borrower for the purposes of storage in the Shivalik Small Finance Bank Limited and all other places of storage whatsoever at or at any other place in the Shivalik Small Finance Bank Limited or wherever else they may be including any of the said goods with any of the Borrower's agents or at any of the Borrower's agencies or in course of by the ship, rail or otherwise, and

(ii) the Borrower's book-debts, outstandings, monies, deposits, receivables, claims and bills, contracts, securities, investments which are now due and owing or which may at any time hereafter during the continuance of this security becoming due and owing to the Borrower in the course of its business by any person or party including any Government or any local or public body or authority (all of which are hereinafter collectively referred to as "the said debts") as security for advances made or which may be made to the Borrower or any one or more of them whether alone or jointly on any account current or otherwise and for the payment to the Bank on demand of the balance at any time on any account current or otherwise and also for the payment and discharge of the Borrower's present and future indebtedness and liabilities to the Bank (including any account guaranteed by the Borrower and whether such guarantees are for the time being contingent only) of any kind in any manner whether matured or not and whether incurred by the Borrower alone or jointly with others and whether as principal or surety and whether absolute or contingent and also for any liability on bills discounted or held by the Bank at the Borrower's request or bearing the Borrower's name and also for any other liability on the Borrower's part to the Bank incurred or which may be incurred at the Borrower's request on any account whatsoever (including monies owing from a survivor or survivors on any joint account) and whether as principal debtor, surety or guarantor together with all interest, discount, commission, charges, costs (as between attorney and client) and expenses payable to or incurred by the Bank in relation to any such indebtedness or liabilities and the Borrower agrees that in so far as the Borrower is a party to this agreement by way of surety or guarantor the Bank may enter into any contract with the principal debtor for the purpose of giving time

for payment or for any other purpose without prejudice to the rights of the Bank against the Borrower as such surety or guarantor.

2. (a) The Borrower agrees to pay interest at []% as Credit Risk Premium over External Benchmark based Lending Rate (EBLR), presently being []%, (hereinafter referred to as the "Benchmark Rate") i.e []% per annum with monthly rests. Such interest to be payable, whether actually debited to the account or not, and until so paid shall form part of the advance/s granted by the Bank to the Borrower and the Borrower agrees to execute necessary Promissory notes and/or debit balance confirmations accordingly from time to time.

(b) In the event of any revision in the rate of interest, the Borrower shall be deemed to have notice of revision in the rate of interest whenever such revision in EBLR/Credit Risk Premium is displayed/notified by the bank on the notice board in the Branch premises where the advance/advances is/are availed by the borrower or published on the Bank's Website /s, or made known through entry of interest charged in the statement of account given to the Borrower/s.

(c) In the event of any benefit/ loss being caused as a consequence of the FIR variation, the same would not affect the aforesaid Monthly Installments and the Borrower shall be provided the benefit/ compensate for the loss, at the end of the tenure of the Loan, provided that if as a consequence of any extension of the tenure of the Loan as a consequence of the FIR variation, the maximum tenure as per policy is likely to be exceeded, the Bank shall make appropriate changes in the last installment of the loan.

(d) Provided further that, without prejudice to the Bank's other rights and remedies, that the Bank shall also be entitled to charge, in its discretion, additional/penal rate/s of interest at the rate of 2% p.a. or at such other rate as the Bank may from time to time provide in accordance with its policy on the outstanding dues or any portion thereof for any delay in repayment/adjustment of the advances and/or interest as agreed or in default or irregularity in observing the terms and conditions of this agreement by the Borrower which in the opinion of the Bank warrants charging of such penal interest for such period as the Bank may deem fit.

3. The Bank shall not be required to make or continue advances on the said account/s otherwise than at the Bank's discretion and in no circumstances to an amount at any one time exceeding with interest the sum of Rs. _____ and the Bank may at any time close the said account/s and demand payment of the balance thereof.

4. The Borrower shall on demand pay to the Bank all monies or liabilities then outstanding and owing to the Bank on such account or accounts as aforesaid together with interest at the rate aforesaid and the amount of all other costs, charges and expenses and legal costs (as between attorney and client), provided that nothing contained in this clause shall be deemed to prevent the Bank from demanding payment of interest for the time being due at the above-mentioned rate without at the same time demanding payment of the balance due to the Bank exclusive of such interest.

5. The advance so obtained shall be wholly applied in the ordinary course of and for the purposes of the Borrower's business.

6. Subject to the provisions herein and the Bank's rights created by this security, the Borrower may in the ordinary course of business sell and dispose off any of the said goods. But the Borrower shall on each and every such sale on receipt of the documents or sale proceeds deliver the documents or pay the net proceeds of sale in satisfaction so far as the same will extend to the balance then due and owing on the account or accounts kept by the Bank in respect of such accommodation/s, and / or thereupon goods of a similar nature to those or any of those mentioned in the schedule hereto of equal value are substituted for the goods so sold or disposed of so as to maintain the value of the security provided that the Borrower shall not make any sale of any of the said goods upon being prohibited in writing by the Bank from doing so.

7. The Borrower shall punctually pay all rents, rates, taxes and other outgoings of the godowns and premises where the said goods shall be and shall keep the said goods free from distress.

8. The Borrower agrees to accept as conclusive proof the correctness of any sum claimed to be due from the Borrower to the Bank as per statement of account made out from the books of the Bank and signed by the Accountant or other duly authorized officer of the Bank without the production of any other voucher, document or paper and also the Borrower also agrees to repay the amount accrued but not actually debited to the account/s.

9. The Borrower shall at his risk, costs and expenses keep the said goods in good marketable condition and re-condition all the said goods from time to time.

10. (i) The Borrower shall at all times during the continuance of this security and from time to time insure the said goods and keep them insured against loss or damage by fire, lightning, riot, civil commotion, strike or any other risks as may be required by the Bank or by law in the joint names of the Borrower and the Bank with insurance companies previously approved of in writing by the Bank to the extent of at least 10% in excess of full marketable value of the said goods as determined by the Bank in its sole discretion and punctually pay the premia due for such insurance and that the cover note/s, insurance policy/policies or certificate/s shall be delivered to the Bank.

(ii) If the Borrower fails to effect such insurance the Bank may, but without being bound to do so, insure the said goods against any one or more of the aforesaid risks as may be deemed necessary by the Bank in its absolute discretion either in its sole name or in the joint names of the Borrower and the Bank and debit the premia and other charges to such account or accounts as aforesaid.

(iii) In the event of loss, destruction by fire or otherwise or damage to the said goods or any part thereof, the Bank shall be entitled to recover and receive all monies payable in respect of the insurance and to give receipts thereof. In the event of the Bank not receiving the amount payable for any reason whatsoever the Borrower shall be bound to pay forthwith the balance due to the Bank on demand.

(iv) All sums of money recovered or received under the last preceding clause may at the option of the Bank be applied towards the liquidation and satisfaction of the balance due to the Bank and if after settlement of all claims of the Bank against the Borrower any surplus remains such surplus shall remain at the disposal of the Borrower but if the sum or sums of money realised from the insurance be insufficient to cover the balance due to the Bank the Borrower agrees forthwith to repay to the Bank the deficiency on demand.

(v) The Bank shall be entitled to adjust, settle, compromise or refer to arbitration any dispute between the Insurance company and the Borrower arising under or in connection with such cover note/s or policy/policies and certificate/s and such adjustment, settlement, compromise and any award made on such arbitration shall be valid and binding on the Borrower.

(vi) The Borrower shall not at any time raise any question that a larger sum might or ought to have been received under such settlement, compromise or award as the case may be or be entitled to dispute his liability for the balance remaining due on such account or accounts to the Bank.

11. The Borrower shall furnish to the Bank regularly once every month and at any other time or times as the Bank may require a full and correct statement of (i) all the said goods the quantity, description and the place where they are stored for the time being or whether they are in transit or with agents or agencies and whether they are insured as provided for herein and produce evidence in support thereof and (ii) the said debts, the amount of the said debts and the name and address of the debtors and produce evidence in support thereof. The Borrower shall also supply the Bank forthwith any particulars or information required by the Bank from time to time.

12. The Bank or any person appointed by the Bank shall have the right to enter with or without notice to the Borrower at any time or times the premises where the said goods are stored and to inspect and take inventories and to take possession thereof and the Bank shall also be at liberty to have all or any of the said goods valued at the expense of the Borrower by an appraiser or other valuer to be appointed by the Bank and the Borrower agrees and undertakes to render to the Bank or any person appointed by the Bank all facilities as may be required for any of the purposes aforesaid.

13. The Borrower shall maintain in favour of the Bank a margin between the prevailing market value, invoice or landed cost, whichever is lower in case of stocks, stores, spare parts and semi-finished and of the net wholesale selling price, market price or cost price, whichever is lower in case of finished goods. The Borrower shall maintain in favour of the Bank margin of % of the said debts if at any time the margin above indicated shall be diminished, the Borrower agrees to lodge immediately with the Bank additional security approved by the Bank or to pay to the Bank sufficient sum of money so as to maintain unimpaired the said margin. The Bank shall be the sole judge of the value of the said goods for the purposes of this agreement.

14. Subject to the powers of the Bank and the obligations of the Borrower herein-contained, the Borrower may with the approval of the Bank deal with the said debts or any that the margin of security provided in clause 13 is fully maintained and on the express terms of payment or delivery to the Bank of the proceeds thereof immediately on receipt / realization thereof.

15. The Bank or any person authorized by the Bank, may at any time or time after the power of sale hereinafter contained shall have become exercisable, enter any premises or places where the said goods or any of them may be and take and retain possession of the said goods or any of them or seize and recover them or any of them and remove them and/or any of them to any place or places as the Bank shall think fit with or without notice to the Borrower and for those purposes or any of them break open any place of storage where the said goods may be lying or stored. On being so required by the Bank the Borrower shall take all steps necessary to give to the Bank or its nominee or nominees possession and control of the said goods or any of them and for that purpose the Borrower shall endorse and deliver to the Bank all documents of title relating to the said goods or any of them and sign all such documents and do all such acts and things as may be required by the Bank.

16. After the Bank shall have taken possession of, seized and/or removed the said goods as aforesaid the Company shall from time to time on demand by the Bank forthwith pay all rents chargeable in respect of any place or places of storage where the said goods shall have been stored, salary and wages of watchman/watchmen, peon/s or any other person/s employed by the Bank and all other charges, costs and expenses incurred or paid or chargeable by the Bank in the exercise of and giving effect to the powers vested in the Bank.

17. In the event of one or more of the following events occurring namely:

(i) If the Borrower shall make default in payment on demand of the balance due to the Bank the payment whereof is hereby secured; or (ii) if the Borrower shall make default in the performance or observance of any term or undertaking contained in this agreement in respect of the security and on the part of the Borrower to be observed and performed; (iii) If there is apprehension that the Borrower is unable to pay their debts; (iv) if an order is made or a resolution passed for the winding up of the Borrower or a petition for such winding up is filed or notice of a meeting to pass such a resolution issued; (v) if the Borrower enters into a composition with the creditors; (vi) if a Receiver is appointed over the Borrower or of all or any part of the property of the Borrower; (vii) if the Borrower ceases or threatens to cease to carry on business (viii) if any execution or other similar process shall be levied or issued against the Borrower or (ix) if any circumstances shall occur which in the opinion of the Bank is prejudicial to or imperils or is likely to prejudice or imperil the security of the Bank, the Bank shall be at liberty to realise the security hereby created and (without being bound to do so) (a) to sell after reasonable notice to the Borrower and the said goods or any portion thereof by public auction or private contract and/or alternatively otherwise dispose of or deal with all or any part of the said goods, and/or (b) to give notices of demands to the Borrower and third parties liable therefore and to demand sue for recover/ receive and give receipts and discharge for the same and sell and realise by public auction or private contract or otherwise dispose of all or any part of the said debts. Provided however, that this Clause shall not be read sui generis with sub clause (i) to (ix) hereof, of which the Bank shall be the sole judge, then the Bank shall be entitled to deduct and appropriate from the sale proceeds all or any expenses incurred or paid or chargeable in connection with the exercise by the Bank of the power of sale herein and to appropriate the net sale proceeds towards the balance due to the Bank under this agreement. The Bank shall also be at liberty to endorse realise settle compromise and deal with any rights which may be set against any of the said goods and the said debts. The Borrower shall sign all such documents, furnish all such information deliver all relative documents and do all such acts and things as may be required by the Bank for enabling or facilitating any such sale or realisation of or dealing with the said goods and/or enforcement realisation settlement compromise or dealing with any rights as aforesaid. The Bank shall not be liable, in the event of the said exercise of any of the powers of the Bank, for any loss which may occur in or arise from such exercise and such exercise shall be without prejudice to any other rights and remedies and notwithstanding that there may be any pending suit or other proceedings relating to the said goods. If, however, the net sale proceeds of the said goods and / or the said debt are insufficient to cover the balance due to the Bank then the Borrower shall forthwith pay to the Bank the deficiency on demand. In the exercise of the power of sale and disposal given hereunder the Bank shall be at liberty from time to time or at any time at the Bank's entire discretion but at the risk and on account of the Borrower to enter into all such hedge forward and other contracts in India or elsewhere for the protection of its interest as the Bank shall think fit and the Borrower shall pay to the Bank forthwith on demand any monies which may become payable under or by virtue of such hedge forward or other contracts.

18. The Borrower shall accept without question the Bank's accounts of such sales dealings or other transactions signed by any agent or other authorized officer of the Bank as sufficient proof of the amount realized or due by or under the sale dealings or transactions and the costs charges and expenses incurred in connection therewith.

19. The Bank shall have all powers incidental to and necessary for the realizations of its security.

20. On a sale by private contract or public auction under the provision or clause 17 hereof, the Bank shall be entitled to charge and retain as part of the costs, charges and expenses incurred in connection therewith such commission as the Bank

shall at its sole discretion fix and shall not be liable to account for the same to the Borrower. Such commission shall be in addition to any brokerage or outgoings payable in respect of any such sale. If the sale proceeds are not sufficient to pay the amount of such commission the Borrower shall pay the same forthwith to the Bank on demand.

21. The Bank shall be at liberty at its entire discretion from time to time and at all times to deliver and/or alternatively transfer to the Borrower or any other person nominated by it the whole or any portion of the said goods of which the Bank shall have taken possession and/or to assign the said debts or any of them against payment to the Bank of any sum or sums of money thereof. No partial delivery transfer to, assignment or redemption by the Borrower of the said goods and/or the said debts as aforesaid shall in any way affect or prejudice the rights of the Bank under this Agreement against the remainder of the said goods and the said debts including any powers of sale or disposal thereof and / or to recover the deficiency / balance from the Borrower. Any partial delivery, transfer or redemption as aforesaid shall not be deemed to affect or prejudice any previous or subsequent demand made by the Bank against the Borrower for payment of the said balance of any sums due to the Bank hereunder or any such proceedings for sale, disposal or otherwise as aforesaid taken in relation to the said goods.

22. The Bank shall be entitled to appoint any Receiver Agent, Manager or other person to exercise all or any of the powers hereby vested in the Bank with reference to the security hereby created and shall be entitled to recover from the Borrower the remuneration and/or alternative charges of such receiver agent manager or other person. The Bank shall not be held liable for and in respect of all acts, defaults, negligence and mistakes (whether arising in the usual course of business or otherwise) of any such Receiver, Agent, Manager or person or for any losses, damages, claims, demands, suits, proceedings costs charges and expenses sustained or occasioned by their acts and shall be entitled to be indemnified and kept indemnified by the Borrower.

23. The Bank shall not in any way be responsible in respect of the quantity, quality or condition of the said goods or for any loss, destruction or deterioration thereof or damage thereto occasioned by theft, pilferage, robbery, fire, floods, riot, strike, civil commotion or otherwise howsoever, arising from any reason whatsoever.

24. The Borrower hereby covenants with the Bank as follows:

- a) That the Borrower has good right to hypothecate and charge the said goods and the said debts by way of first charge as aforesaid and declares that the same are and shall always be kept free from any other claim either by way of lien pledge, charge, hypothecation or otherwise with full power of disposition in the Borrower.
- b) That until such time as the balance due to the Bank shall have been paid to the Bank the Borrower will not create any pledge, hypothecation, mortgage, charge, lien or encumbrance upon or in respect of the said goods or the said debts or any part thereof in any manner whatsoever (whether by way of specific mortgage or charge or floating charge or otherwise) in favour of any person firm or company other than the Bank or otherwise deal with the said goods or the said debts or any part thereof except in the regular course of business until notice is received from the Bank of its intention to enforce this Agreement by the realisation of the security herein and will not permit or suffer to be done any act, deed, matter or thing which may adversely affect or in any way prejudice the security and/or the rights of the Bank hereunder.
- c) That the Borrower will not receive, compound or release any of the said debts nor do anything whereby the recovery of the same may be impaired, delayed or prevented without the previous consent in writing of the Bank & will keep proper books of account and other records of its business and will at any time when required produce such books and records for the inspection of the Bank & its representatives, officers and agents and allow them access thereto and to furnish copies of or extracts from the same.
- d) That the Borrower agrees to execute on demand by the Bank such further documents as may be required by the Bank to vest the said debts or any of them in the Bank so as to render the same readily realisable or transferable by the Bank at any time.

25. For the purpose of enabling the Bank to enforce the aforesaid charge and the rights hereby conferred on the Bank, the Borrower hereby irrevocably appoints the Bank & its officers as the Attorney or Attorneys of the Borrower in its name or otherwise.

- a) To demand, sue for, recover and receive and give effectual receipts and discharges for the said debts hereby charged and also to refer to arbitration any difference or dispute raised by any debtor of the Borrower in respect of the said debts or other claims of the Borrower against such debtor.

- b) To sign execute deliver for and on behalf of the Borrower any and all such documents of First legal charge as the case may be, required by the Bank on its moveable and immoveable assets, both present & future which the Borrower may have failed or refused to execute.

26. The Borrower shall pay all costs, charges and expenses and legal costs (as between attorney and client) in anywise incurred by the Bank in the negotiation, execution, or carrying into effect of this agreement or in relation to the exercise of any power of sale or other power in relation to any act, deed, matter or thing arising out of this agreement or incidental thereto and which shall be deemed to have been added to the advances and shall also carry interest thereon at the aforesaid rate.

27. This agreement shall operate as a continuing security for the balance or balances due to the Bank and all other monies due by the Borrower to the Bank as aforesaid and the security hereunder is not to be considered exhausted by reason of the account or accounts with the Bank being brought to credit at any time or from time to time or all monies due and owing by the Borrower for the time being to the Bank having been paid in full or that on a general balance of account the Borrower shall be in credit with the Bank but shall continue in operation in respect of all subsequent transactions also.

28. The Bank shall be entitled at its discretion (if it in its interest thinks necessary to do so) to exercise and to appoint any person to exercise all the rights privileges and power conferred on the Bank hereunder and to realise the security hereby created and to take all necessary steps for the purpose.

29. The Borrower hereby further agrees that in case the Borrower commits default in the repayment of the loan or in the repayment of interest thereon on due date/s, the Bank and/or Reserve Bank of India will have an unqualified right to disclose or publish the name of the Borrower or its Directors/partners/proprietor as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.

30. Without prejudice to the terms contained hereinabove, it shall be lawful for the Bank to debit the Borrower's current or cash credit account the expenses incurred by the Bank towards inspection or valuation of the said goods or legal expenses or any other reasonable expenses incurred by the Bank for preservation and protection of the said goods or in pursuance of this Agreement.

31. The Borrower further agrees that if the advance is eligible for the cover of the Credit Guarantee Fund Scheme formulated by Small Industries Development Bank of India or any other such Scheme formulated by Government of India, the Borrower agrees to pay the guarantee fee and annual service fee thereon and in the absence of such payment Bank may debit the current or cash credit account of the Borrower for the said amount/s and it is further agreed that such payment/debit shall not reduce the liability of the Borrower under these Presents nor the Borrower shall be entitled to claim or receive any benefit thereof or to dispute its liability on the ground that the Bank has received any benefit there under.

32. Any notice by way of request demand or otherwise hereunder may be given by the Bank to the Borrower or may be left at the then or last known place of business or residence in India of the Borrower addressed to the Borrower at the then or last known place of residence or business of the Borrower and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course by postal authorities and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a Certificate signed by the Bank or its agent or officer that the envelope was so posted shall be conclusive.

33. The expression "Borrower" shall, when the Borrower is:

- (a) an individual, include his or her legal representatives, heirs, executors and assigns,
- (b) More than one individual, shall include their respective heirs, executors, administrators & assigns,
- (c) a partnership firm, all its partners from time to time thereof notwithstanding any changes in the constitution or style of the said firm and survivors / survivor of them and whether the said firm consists of or be reduced to one individual at any time and their respective legal representatives, heirs, executors and assigns,
- (d) a joint & undivided Hindu family shall include all its co-parceners and members.
- (e) a company, shall include its successors, administrators and assigns,

- (f) an Association (corporate or incorporate), shall include all its Executive Committee members as also individual members and their respective heirs, executors, administrators & assigns.

The provision hereinbefore contained shall be construed and take effect where necessary as if the words importing single number include also plural number.

34. The Borrower expressly recognizes and accepts (this amounts to pre-consent/pre-authorization) that the Bank shall, without reference to or any intimation to the Borrower, be absolutely entitled and have full power and authority, to sell, assign, novate, securities or transfer to any third party or person as the Bank may decide the Loan and all outstanding due and the rights and obligations under this Agreement and any security/additional security (including Guarantee/s) / benefits under various insurance policies assigned which may be created in favour of the Bank, in any manner, in whole or in part and on such terms as the Bank may decide including reserving to the Bank the power to proceed against the Borrower, additional security or Guarantor on behalf of the assignee/transferee in events of default for any amounts due by the Borrower under this Agreement. Any such sale, assignment, novation, transfer or securitization shall bind the Borrower and the Borrower shall accept the third party as its sole creditor or creditors and in such event the Borrower shall pay to the Bank or such creditor or as the Bank may direct, the outstanding amounts due by the Borrower under this Agreement. The Borrower shall not be entitled directly or indirectly to sell/transfer/assign/novate the benefit or obligation of this Agreement without the prior written permission of the Bank.

35. Bank's Lien and Set off Preserved

Notwithstanding anything herein contained, the Bank shall have a lien over all the assets of the Borrower in Bank's control and a right of set off against all monies due from the Bank to the Borrower and to combine all accounts of the Borrower for recovery of Bank's dues hereunder. The Bank has agreed to enter into this transaction on the condition that the borrower agrees to the right of the Bank to set off against the amount lying in deposit / in account / in possession with the Bank for the recovery of Bank's dues hereunder.

These Present Not to Affect Other Rights of the Bank Against Borrower:

- a. The Borrower hereby expressly agrees that nothing herein contained shall operate to prejudice the rights and remedies of the bank in respect of any other obligations of the Borrower to the Bank or prejudice or affect any general or particular lien to which the Bank is by law or otherwise entitled to or operate to prejudice the Bank's rights or remedies in respect of any present or future security, guarantee or obligation given to the bank by any such person for any such indebtedness or liability of the Borrower.
- b. The Borrower further agrees that in addition to and without prejudice to any other right or lien enjoyed by the Bank, the Bank will further be entitled at any point of time and without notice to the Borrower to combine or consolidate all or any of the Borrower's account/s (including any fixed deposits) held with the Bank and all the credits and liabilities therein and set off or transfer any sum standing to the credit of anyone or more of such accounts in or towards satisfaction of any of the Borrower's liabilities to the bank on any account whatsoever, whether such liabilities are actual or contingent, primary or collateral and whether joint or several.

36. All claims and disputes arising out of or in connection with this Agreement or its performance shall be settled by Arbitration by a single arbitrator to be appointed by the Bank as per the Arbitration and Conciliation Act 1996. The venue of the arbitration shall be, in HO at either Noida or Saharanpur or at the any branch of Bank at the sole discretion of the Bank. The arbitration proceedings shall be conducted in accordance with section 29B of Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactment thereof for the time being in force and award of such arbitrator shall be final and binding upon the Parties thereto.

37. In case of death of borrower/co-borrower/Guarantor, the surviving parties in the Loan structure as per the Sanction letter and family members of the deceased are responsible to inform the bank within 15 days of death and get the names of legal heirs/another Guarantor added in the loan agreement. Failing this they will have no right to stake any claim in any legal proceedings related to the recovery of this loan.

38. This agreement shall be constructed and governed by the law of India and without taking into consideration its principles of conflict of laws.

PARTY OF THE FIRST PART: BORROWER		
1.	Name _____ Address _____ _____	_____ Signature of the Borrower
2.	Name _____ Address _____ _____	_____ Signature of the Borrower
3.	Name _____ Address _____ _____	_____ Signature of the Borrower
4.	Name _____ Address _____ _____	_____ Signature of the Borrower
PARTY OF THE SECOND PART: BANK		
	Name _____ Address/Regd./Office _____ _____	_____ Authorized Signatory