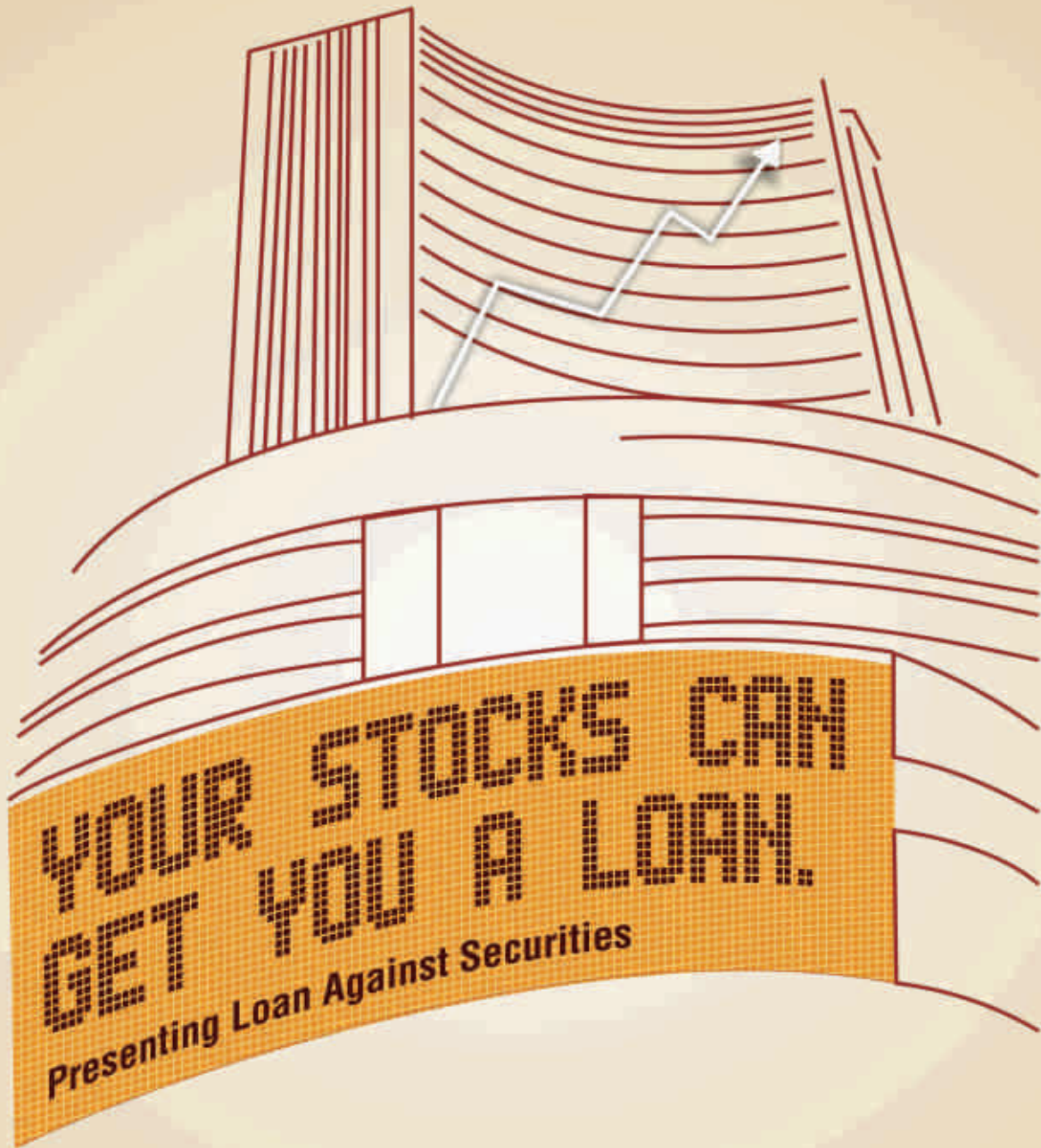


IndusInd Bank

# LOAN AGAINST SECURITIES

IndusInd Bank



Your securities can now get you more than just returns. Avail our overdraft facility against your Investments with IndusInd Bank Loan Against Securities.

Unleash the power of your securities with the

**3L**

advantage



**LIQUIDITY**  
on securities owned



**LOWER**  
processing fee &  
interest rates



**LARGER**  
value for your securities

To know more, meet your Relationship Manager today

Credit at the sole discretion of IndusInd Bank Ltd.\*Conditions apply.

Form No.

# LOAN AGAINST SECURITIES APPLICATION FORM CUM DOCUMENTATION

(Internal Use only to be filled up by Relationship Manager & Branch Staff only)

CUSTOMER NAME(S)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

LOAN AGAINST: SHARES / MUTUAL FUND UNITS / BONDS / OTHERS PLEASE SPECIFY \_\_\_\_\_

LAS SM / ARM NAME : \_\_\_\_\_

LAS SM / ARM CODE : \_\_\_\_\_

LAS SM / ARM MOBILE NO: \_\_\_\_\_

SOURCING BRANCH NAME : \_\_\_\_\_

SOURCING BRANCH CODE : \_\_\_\_\_

BOOKING BRANCH NAME : \_\_\_\_\_

BOOKING BRANCH CODE : \_\_\_\_\_

RELATIONSHIP MANAGER NAME : \_\_\_\_\_

RELATIONSHIP MANAGER CODE : \_\_\_\_\_

DSA / CHANNEL / ASSOCIATE NAME : \_\_\_\_\_

DSA / CHANNEL / ASSOCIATE CODE : \_\_\_\_\_

PROMO CODE : \_\_\_\_\_

HANDOVER DATE TO IBL BRANCH : \_\_\_\_\_

LAS SOURCING EMPL SIGNATURE : \_\_\_\_\_

MCSOP SIGNATURE : \_\_\_\_\_





Dear Customer

We are glad you have provided us an opportunity to meet your needs through a loan against securities. To avail this facility, you are requested to read this booklet, fill up the relevant details and submit the same to the bank officer along with the required supporting documents.


The overdraft facility will be given only against those securities which are in the Bank's approved list and are duly pledged by you, on terms applicable from time to time. A current account will be opened and you can avail the loan/ overdraft facility as and when you require. Interest will be charged at monthly rest basis, on the outstanding amount in the account. For any further clarification/ help that you may require for availing the loan against securities, please contact our bank officer or any of our bank branches

Interest will be charged at monthly rest basis, on the outstanding amount in the account **and has to be paid/ serviced on first day of every month by way of crediting such interest amount into your overdraft account.**

**REQUIREMENTS FOR OPENING A LOAN AGAINST SECURITIES ACCOUNT**

1. Complete the application form
2. Photographs and signatures of borrowers / guarantors need to be authenticated by an IBL employee
3. Submit Identity proof and address proof
4. Please produce original documents above for verification purpose. All documents must be self attested
5. Please provide the letter of authority for deduction of processing charges and other charges
6. Agreement cum Pledge cum Guarantee needs to be duly executed by all borrowers and guarantors
7. Irrevocable power of attorney in favour of the bank to be given by the borrowers and guarantors
8. Form W / Transaction Request Format for pledge creation/ closure/ invocation duly signed
9. If securities are held with any other DP, pledge creation request to be submitted to the other DP and a copy to be given with this application form

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 Signature of borrowers/ co-borrowers and guarantors

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**ADDITIONAL INFORMATION**

No cash or bearer cheque has been collected from you towards any charges for the loan application. Loan sanction and approval is at the sole discretion of the Bank.

I/We confirm we are not a director/senior officer or related to a director/senior officer of Indusind bank or any bank/subsidiaries/Trustee of Mutual Funds/Venture capital fund setup by a bank or Politically Exposed Person.

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 Signature of borrowers/ co-borrowers and guarantors

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**ACKNOWLEDGEMENT TO BE GIVEN TO THE CUSTOMER (TEAR AND GIVE TO THE CUSTOMER)**

NAME OF APPLICANT : \_\_\_\_\_ FORM NO. \_\_\_\_\_

DATE OF APPLICATION : \_\_\_\_\_ LOCATION AND BRANCH CODE : \_\_\_\_\_

NAME AND NUMBER OF CONTACT PERSON AT INDUSIND BANK \_\_\_\_\_

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**“Status of application would be known within 7 (seven) working days of receiving the application with all the necessary documents and any additional information that the Bank may require solely for the purpose of evaluating the loan proposal or otherwise”**

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**ACKNOWLEDGEMENT FOR NOMINATION**

We acknowledge your nomination in form DA1 relating to Account number \_\_\_\_\_ in the name of  
\_\_\_\_\_ held with us.

Ref No (application number) \_\_\_\_\_ Date of Registration \_\_\_\_\_

Manager –CSOP \_\_\_\_\_ Branch round stamp seal \_\_\_\_\_

**MOST IMPORTANT DOCUMENT - LOAN AGAINST SECURITIES**

Dear Customer,

This is to confirm receipt of your application form along with below mentioned documents.

**Checklist of Documents**

Sn	Individual Customer	Yes / No	Sn	Non – Individual Customer	Yes / No
1	Application Form (duly signed)		1	Application Form (duly signed)	
2	Signed colored Photograph of each borrower / co-borrower		2	Signed colored Photograph of each borrower / co-borrower	
3	Age Proof (for borrower / co-borrower)		3	Age Proof (for borrower / co-borrower)	
4	Signature Verification		4	Signature Verification	
5	Proof of Identity /Existence		5	Proof of Identity /Existence	
6	Address Proof		6	Address Proof	
7	Income Tax Return for the last two years		7	Audited Financials for the last three years	
8	Bank Statement for the last 6 months		8	Tax Audit Report & Statutory Audit Report (in case of company) for the last 3 years	
9	PAN Card Copy		9	3 years ITR's of borrowing entity	
11	Agreement cum Pledge cum Gaurantee		11	PAN Card Copy, Address proof of borrower (MOA& AOA of company) (Partnership Deed)	
12	Irrevocable power of attorney in favour of the bank		12	Bank Statements of all banks for last six months	
13	Form W/Pledge request letter for pledge creation		13	List of Shareholders/Partners & Directors on letter head of Company /Firm	
14	If securities are held with any other DP, pledge creation request to be submitted to the other DP and a copy to be given with this application form		14	Form W/Pledge request letter for pledge creation	
			15	Agreement cum Pledge cum Gaurantee	

**IMPORTANT NOTE:**

- Kindly ensure to self-attest all documents submitted with date.
- Kindly do not make any payment in cash, bearer cheque or kind to the Executive in connection with this loan application.

**Note that:**

- ✓ The receipt of your application form for the loan does not imply automatic approval of your loan by IBL.
- ✓ Incomplete / defective application will not be processed and IBL shall not be responsible in any manner for the resulting delay or otherwise.
- ✓ IBL may request for additional documents other than those collected in connection with the application.
- ✓ IBL shall not be liable for loss or delay in the receipt of documents.
- ✓ IBL reserves the right to reject any application without assigning any reasons.
- ✓ IBL reserves the right to retain the photograph and documents submitted along with the application form and shall not return the same to borrower.
- ✓ IndusInd Bank (IBL) will decide quantum of the loan at its sole discretion.
- ✓ Interest needs to be serviced by 1st of every month.
- ✓ The applicable ROI would be revised subject to terms as specified in the loan sanction letter /loan agreement.

**MOST IMPORTANT DOCUMENT - LOAN AGAINST SECURITIES**

Dear Customer,

This is to confirm receipt of your application form along with below mentioned documents.

**Checklist of Documents**

Sn	Individual Customer	Yes / No	Sn	Non – Individual Customer	Yes / No
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4	Signature Verification		4	Signature Verification	
5	Proof of Identity /Existence		5	Proof of Identity /Existence	
6	Address Proof		6	Address Proof	
7	Income Tax Return for the last two years		7	Audited Financials for the last three years	
8	Bank Statement for the last 6 months		8	Tax Audit Report & Statutory Audit Report (in case of company) for the last 3 years	
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- ✓ IndusInd Bank (IBL) will decide quantum of the loan at its sole discretion.
- ✓ Interest needs to be serviced by 1st of every month.
- ✓ The applicable ROI would be revised subject to terms as specified in the loan sanction letter /loan agreement.

**I/WE CONFIRM THAT THE EXECUTIVE COLLECTING THE APPLICATION HAS /HAVE INFORMED ME/US:**

- ✓ The applicable rate of interest and the type of interest (Floating)
- ✓ Processing fees and Other Charges (non-refundable) that will be charged towards loan application
- ✓ The service tax/GST as may be applicable that will be charged in connection with the fees
- ✓ There are no pre-payment / part-payment / fore-closure charges

**THAT:**

- ✓ Incomplete /defective application will not be processed and IBL shall not be responsible in any manner for the resulting delay or otherwise.
- ✓ IBL will not be liable for any loss or delay in receipt of documents
- ✓ Documents / Photographs will not be returned under any circumstances, once submitted to IBL
- ✓ Approval of the application is at the sole discretion of IBL.
- ✓ Interest on amount utilised to be serviced/paid by 1st of every month.

**I/We also confirm that,**

- a) The executive has not made any commitments to me / us regarding the loan quantum / sanction process (or) promised any deviation / waivers.
- b) The executive has collected self-attested copies of the documents mentioned on the front side and verified the same with originals produced by me / us.
- c) We have not given / made any payments in cash, bearer cheque or kind along with or in connection with this loan application to the said executive (or) to any other employee of the bank (or) to any other third party
- d) The details of loan terms/ conditions inclusive of all charges have been read by me / us in full / read out to me / us (in vernacular) and understood by me /us

For any queries I clarifications please contact:		Signature of the Executive who contacted the applicant
Executive Name**		
at Cell No.		
at Land Line No.		Borrower/Co-borrower Signature
Borrower Name Co-Borrower Name		

\*\*Original Verified: Executive representing IBL should verify & certify all copies of documents submitted by applicant (with originals) in his presence and sign with date.

**I/WE CONFIRM THAT THE EXECUTIVE COLLECTING THE APPLICATION HAS /HAVE INFORMED ME/US:**

- ✓ The applicable rate of interest and the type of interest (Floating)
- ✓ Processing fees and Other Charges (non-refundable) that will be charged towards loan application
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Executive Name**		
at Cell No.		
at Land Line No.		Borrower/Co-borrower Signature
Borrower Name Co-Borrower Name		

\*\*Original Verified: Executive representing IBL should verify & certify all copies of documents submitted by applicant (with originals) in his presence and sign with date.

## APPLICATION CUM ACCOUNT OPENING FORM

To,  
IndusInd Bank Ltd.

Place :

Date :

\_\_\_\_\_ Branch

I/We the undersigned request you to kindly grant me/ us an overdraft facility/cash credit/loan/ overdraft limit of INR \_\_\_\_\_ against pledge of securities such as units of mutual funds/ bonds /dematerialized Shares / \_\_\_\_\_ for a period of 12 months as per details given below. I/We require the loan for the following purpose Investment / Business/ Personal (Specify) \_\_\_\_\_

Borrowing Details	
A.	PAN NUMBER
B.	PAN NUMBER
C.	PAN NUMBER

Applicant	Date of Birth / Incorporation	Marital Status	Gender	Existing Customer	Cust. No.	Occupation	Annual Income (Lacs)
A	DD/MM/YYYY						
B	DD/MM/YYYY						
C	DD/MM/YYYY						

Mailing Address (A)*	Mailing Address (B)*	Mailing Address (C)*
City	City	City
Phone	Phone	Phone
Mobile**	Mobile**	Mobile**
Email**	Email**	Email**
Office / Permanent Address	Office / Permanent Address	Office / Permanent Address
City	City	City
Phone	Phone	Phone
Country Of Residence	Country Of Residence	Country Of Residence
CASA Account Number	CASA Account Number	CASA Account Number
Demat Account Number	Demat Account Number	Demat Account Number
Account Type : Savings / Current	Account Type : Savings / Current	Account Type : Savings / Current



<b>IBL Staff</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No  If IBL staff, Employee ID _____	<b>IBL Staff</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No  If IBL staff, Employee ID _____	<b>IBL Staff</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No  If IBL staff, Employee ID _____
---	---	---

<b>Monthly Income</b>  <input type="checkbox"/> Up to 10000 <input type="checkbox"/> 10000 to 25000 <input type="checkbox"/> 25001 to 50000 <input type="checkbox"/> 50000 to 100000 <input type="checkbox"/> Above 100000	<b>Monthly Income</b>  <input type="checkbox"/> Up to 10000 <input type="checkbox"/> 10000 to 25000 <input type="checkbox"/> 25001 to 50000 <input type="checkbox"/> 50000 to 100000 <input type="checkbox"/> Above 100000	<b>Monthly Income</b>  <input type="checkbox"/> Up to 10000 <input type="checkbox"/> 10000 to 25000 <input type="checkbox"/> 25001 to 50000 <input type="checkbox"/> 50000 to 100000 <input type="checkbox"/> Above 100000
--	--	--

 SIGNATURE	 SIGNATURE	 SIGNATURE
---	---	---

\*All communications will be sent to the mentioned phone no., email ID and mailing address. Any change in the details should be communicated to bank.

\*\* Mobile and Email fields are mandatory fields.

**NOMINATION FORM** (Please choose one of the available options)

- I/We hereby confirm that I/We do not require any nomination facility  
 I/We require nomination facility


Nomination under Section 45ZA of the Banking Regulation Act 1949, and rule 2(1) of the Banking Companies (Nomination) Rules 1985 in respect of bank deposits.




I/We \_\_\_\_\_ nominate the following person(s) to whom in the event of my/our death the amount lying in credit of loan account may be returned by IndusInd Bank Limited

I  agree/  do not agree for the name of my nominee to be displayed Fixed Deposit Advice/Statement of account and/or other documents/letters.

Details of Deposit		Nominee				
Nature of Deposit & Distinguishing No.	Additional details, if any	Name	Address	Relationship with Depositor, if any	Age	If nominee is a minor, his/her date of birth
						(Nominee cannot be a minor)

\*\*As the nominee is the minor on this date, I/We appoint Not Applicable to receive the amount of the deposit in the account on behalf of the nominee in event of my/our minor's death during the minority of nominee.

\_\_\_\_\_  
Name, address, Sign of witness   
\_\_\_\_\_  
\_\_\_\_\_  
Place and Date

\_\_\_\_\_  
 Signature of Borrower (A)  
\_\_\_\_\_  
 Signature of Borrower (B)  
\_\_\_\_\_  
 Signature of Borrower (C)



## DECLARATION

- (1) No cash / bearer cheque has been collected from you upfront towards processing the loan application.
- (2) I am beneficial owner of all assets that run through my own account.
- (3) I will update the Bank in case of any change in my / related party / Beneficial Owner detail provided at the time of applying for Loan, which includes address change, change in industry, change in employment etc.
- (4) I / We authorize IndusInd Bank Limited to make any enquiries regarding my application.
- (5) I/we certify that all information furnished by me/us is true. I/We hereby authorise and give consent to the Bank to disclose, without notice to me/us, information furnished by me/us in application form(s)/related documents executed in relation to the facilities availed from the Bank, our finance details and repayment information to the Bank's other branches/subsidiaries/affiliates Credit Bureaus/Rating Agencies, Service Providers, banks/financial institution,governmental/regulatory authorities/ Law enforcement authority or third parties for KYC information verification, credit risk analysis, or for other related purposes that the Bank may deem fit, at any time. I also authorise the Bank to disclose the information relating to Bank Guarantee/Letter of Credit facility if any availed by me/us. I/We waive the privilege of privacy & privity of contract.
- (6) I / We confirm having received, read & understood the terms and conditions applicable to this loan & accept hereby without notice the terms and conditions unconditionally & agree that these terms & conditions may be changed by IndusInd Bank Limited at any time and I/We will be bound by the amended terms and conditions.
- (7) I / We agree and acknowledge that only direct telephone numbers (not board / general telephone numbers of offices / corporate / employers) will be accepted for registration of "Do Not Call".
- (8) I / We may receive a call from the Bank to verify the correctness of the request for registration.
- (9) I / We agree that my / our loan shall be governed by the rules of the Bank that are in force from time to time.
- (10) Details of relationship
  - a) Is the applicant an individual who is a director of the Bank
  - b) Is the applicant a partnership firm in which any of the Bank's directors is interested as partner, manager, employee or guarantor
  - c) Is the applicant a company or a subsidiary or holding company of which any of the directors of the bank is a director/employee/guarantor or in which the director of the bank holds substantial interest
  - d) Is the applicant a near relation to any senior officer of the Bank?
  - e) Is the applicant an individual who is a director or a near relative of a director of any other Bank or its Subsidiaries / Trustees of Mutual Funds / Venture Capital Funds set up by any Bank?
  - f) Is the applicant a partnership firm in which any of the partners is a director or a near relative of a director of any other Bank
  - g) Is the applicant a company in which any of the director is a director or a near relative of a director of any other bank

If the answer to any of the questions above is 'Yes', the nature of relationship

### Consents:

The information including Landline number, Mobile number and Email id as mentioned above (apart from being used for mandatory account verification and maintenance purpose) may also be used by IndusInd Bank, India to contact the customer and offer carefully selected products and services from time to time either itself or through its agents or authorized representatives. Please indicate if you are agreeable to receiving such offers: Yes  No

I / We provide my /our consent to IndusInd Bank for not registering my contact number in the 'Do Not Call Registries'

### (DNCs).

I/We have read and understood the current / overdraft account terms and conditions and agree to be bound by them  
I/We confirm that

- a. All borrowers are competent to enter into contract and are Indian Nationals (Country of Residence for each NRI borrower \_\_\_\_\_)
- b. Securities pledged / to be pledged are in the name of the pledgers and are being pledged as absolute owner(s) thereof and not in capacity as trustees, guardian or any other fiduciary capacity
- c. Funds will be used for stated purpose only and not for any speculative or anti social purpose, purchase of Gold or land or equity investments (equity investment not allowed only in case of pledge of non equity securities). The bank has the right to recall the facility if the funds are used for any purpose other than declared purpose of if funds are used for speculative or anti social purposes
- d. In case of individuals LAS facility will not be used for IPO subscription in excess of 10 lakhs.

I/We further agree




- a. To comply with the rules of the bank from time to time
- b. To pay out of pocket expenses, as specified by the bank from time to time
- c. That the bank and/or its agents (internal/ external) have a right to make enquiries about my./our affairs as they may deem fit

d. That the bank has the right of lien on all our bank accounts and demat accounts maintained or to be opened in future with the bank, in any name, singly or jointly with any other persons

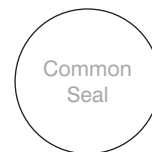
e. That the sanction and continuance of this overdraft facility is a the sole discretion of the bank

I/We further confirm that the account will be operated in Either or Survivor (E or S) mode

I / we declare that the statements made above and the particulars given here in above are true to the best of my / our knowledge and belief

Name of Borrower (A)	Signature of Borrower (A) 
Name of Borrower (B)	Signature of Borrower (B) 
Name of Borrower (C)	Signature of Borrower (C) 

In case of Companies, common seal to be affixed in accordance with Articles of Association



Affix Photograph of Applicant (A)	Affix Photograph of Applicant (A)	Affix Photograph of Applicant (A)
Signature of (A) 	Signature of (A) 	Signature of (A) 
Name	Name	Name

**Witness Declaration (Applicable only if borrower/guarantor signs in a vernacular language)**

The contents of this overdraft request letter, the Loan Agreement cum Pledge cum Guarantee, the irrevocable Power of Attorney, and all other documents as incorporated or referred to in the aforesaid documents have been explained by me to \_\_\_\_\_ (Name of the applicant) in \_\_\_\_\_ (Name of the language in which applicant has signed) and the same have been understood by him/her before executing/affixing their signature / thumb impressions on the abovementioned documents.

Name of the Witness \_\_\_\_\_ Address of the Witness \_\_\_\_\_  
 \_\_\_\_\_ Signature of the Witness \_\_\_\_\_

Date \_\_\_\_\_

**INTRODUCTION DETAILS (BY EXISTING ACCOUNT HOLDER)**

**FOR BANK USE ONLY**

Account Opening date : DD / MM / YYYY MEC \_\_\_\_\_ Account No. \_\_\_\_\_

Account Opened by \_\_\_\_\_ Verified By \_\_\_\_\_ Approved by \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_ Signature \_\_\_\_\_







**LETTER FROM GUARANTOR – 1**

The Branch Head  
IndusInd Bank Ltd.

Place :  
Date :

\_\_\_\_\_ Branch

I/we the undersigned request you to grant an overdraft facility against the pledge of securities belonging to me / us, to the under mentioned person(s) as requested by him /her / them:

- 1.
- 2.
- 3.

I/we agree to stand as guarantor(s) to the said overdraft facility to be extended by you to the aforesaid person(s) on the terms and conditions stipulated by you.

I/We confirm that

- i. Securities pledged / to be pledged are in the name of the pledgers and are being pledged as absolute owner(s) thereof and not in capacity as trustees, guardian or any other fiduciary capacity
- ii. Funds will be used for stated purpose only and not for any speculative or anti social purpose. The bank has the right to recall the facility if the funds are used for any purpose other than declared purpose of if funds are used for speculative or anti social purposes

I/We further agree

- i. That the bank and/or its agents (internal/ external) have a right to make enquiries about my./ our affairs as they may deem fit
- ii. That the bank has the right of lien on all our bank accounts and demat accounts maintained or to be opened in future with the bank, in any name, singly or jointly with any other persons
- iii. That the sanction and continuance of this overdraft facility is a the sole discretion of the bank

Name \_\_\_\_\_

Name of Husband / father \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

I am an existing IndusInd Bank Customer                      Yes / No

If Yes, Please provide details \_\_\_\_\_

DP ID \_\_\_\_\_ DP Name \_\_\_\_\_

Signature of Guarantor \_\_\_\_\_

**LETTER FROM GUARANTOR – 2**

The Branch Head  
IndusInd Bank Ltd.

Place :  
Date :

\_\_\_\_\_ Branch

I/we the undersigned request you to grant an overdraft facility against the pledge of securities belonging to me / us, to the under mentioned person(s) as requested by him /her / them:

- 1.
- 2.
- 3.

I/we agree to stand as guarantor(s) to the said overdraft facility to be extended by you to the aforesaid person(s) on the terms and conditions stipulated by you.

I/We confirm that

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- ii. That the bank has the right of lien on all our bank accounts and demat accounts maintained or to be opened in future with the bank, in any name, singly or jointly with any other persons
- iii. That the sanction and continuance of this overdraft facility is a the sole discretion of the bank

Name \_\_\_\_\_

Name of Husband / father \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

I am an existing IndusInd Bank Customer                      Yes / No

If Yes, Please provide details \_\_\_\_\_

DP ID \_\_\_\_\_ DP Name \_\_\_\_\_

Signature of Guarantor \_\_\_\_\_



**DIRECT BANKING** (Accounts with Joint Mode of Operations not eligible)

Debit card type:

- Regular Domestic Card       Gold Domestic Card       Gold International Chip       Platinum International Chip

Name to be embossed on the card

- Net Banking       e-Statement       SMS Alert       Phone Banking\*

Balance Alerts \*\*:

Do you require separate SMSALERTS for account balance to be sent to your mobile?    Yes    No

If you have opted for both Debit card and Net Banking, you will be able to set your Net Banking password online. In case you have opted for Net Banking alone and not for a Debit Card, a physical password mailer will be sent to your communication address.


\*Phone Banking PIN will be issue only if Debit Card is not being applied.

\*For charges and fees, please refer to our Schedule of Charges (SoC). Terms and conditions apply.

\* SMS alert shall be sent to the mobile number mentioned on the form.

\*\* Balance alerts shall be charged as per Schedule of Charges (SoC).

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 Signature of borrowers/ co-borrowers

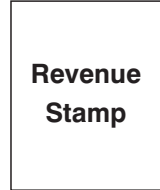
**PROMISSORY NOTE**

To,  
The Manager  
IndusInd Bank Ltd.

Place :  
Date :

Dear Sirs,

ON DEMAND I/We unconditionally promise to pay IndusInd Bank Ltd. or order at its office mentioned above, the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) with interest thereon at the rate of \_\_\_\_\_ % p.a which is linked to the MCLR rising and falling thereof with monthly rests or at such rate as IndusInd Bank may from time to time fix or at a rate which may from time to time be charged by the Bank in accordance with the directives of the Reserve Bank of India or Policy of the Bank, for value received



1. The Common Seal of \_\_\_\_\_ has, pursuant to the Resolution of its Board of Directors passed in that behalf on the \_\_\_\_\_ day of \_\_\_\_\_ Month, \_\_\_\_\_ (Year) hereunto been affixed in the presence of:

- (1)
- (2)

OR

SIGNED AND DELIVERED BY \_\_\_\_\_ THROUGH ITS AUTHORISED SIGNATORY, Mr. \_\_\_\_\_ (Name and Designation) vide Board Resolution dated \_\_\_\_\_

OR

2. SIGNED AND DELIVERED by, \_\_\_\_\_,

3. [by the hand of \_\_\_\_\_ authorised vide [Letter of Authority dated \_\_\_\_\_]]

Place: \_\_\_\_\_

Date: \_\_\_\_\_



- 
1. Applicable if the Borrower is a body corporate – affixation of common seal to be as per constitutional documents
  2. Applicable if the Borrower is not a body corporate. The DPN is to be signed, by all partners in case of partnerships; ; by the proprietor(ess) in case of proprietary concern
  3. Delete in case of individual

## LETTER OF CONTINUITY

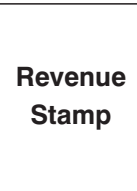
To,  
The Manager  
IndusInd Bank Ltd.

Place :  
Date :

Dear Sirs,

I/We enclose my/our Demand Promissory Note date \_\_\_\_\_ for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) payable on demand which is given to you as security for repayment by me/us to the Bank of any sum now due or which may hereafter be or become due by me/us to the Bank by way of overdraft in current account and/or loans notwithstanding the fact that the overdraft and/or loans may from time to time be reduced or extinguished, the intention being that the security shall be a continuing security for any borrowing by me/us at any time to the Bank. We unconditionally and irrevocably waive presentment for payment and noting and protest of Demand Promissory Note.

Yours faithfully,



1. The Common Seal of \_\_\_\_\_ has, pursuant to the Resolution of its Board of Directors passed in that behalf on the \_\_\_\_\_ day of \_\_\_\_\_ Month, \_\_\_\_\_ (Year) hereunto been affixed in the presence of:

(1)

(2)

OR

SIGNED AND DELIVERED BY \_\_\_\_\_ THROUGH ITS AUTHORISED SIGNATORY, Mr. \_\_\_\_\_ (Name and Designation) vide Board Resolution dated \_\_\_\_\_

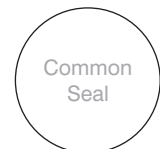
OR

2. SIGNED AND DELIVERED by, \_\_\_\_\_,

3. [by the hand of \_\_\_\_\_ authorised vide [Letter of Authority dated \_\_\_\_\_]]

Place: \_\_\_\_\_

Date: \_\_\_\_\_



- 
- 1 Applicable if the Borrower is a body corporate – affixation of common seal to be as per constitutional documents
  - 2 Applicable if the Borrower is not a body corporate. The DPN is to be signed, by all partners in case of partnerships; by the Karta and all coparceners / members in case of HUF; by the proprietor(ess) in case of proprietary concern
  - 3 Delete in case of individual

**AGREEMENT RELATING TO PLEDGE OF SECURITIES**

This agreement made by

Shri / Smt. / Kum. \_\_\_\_\_ son of / wife of / daughter of  
\_\_\_\_\_ residing at  
\_\_\_\_\_

And

Shri / Smt. / Kum. \_\_\_\_\_ son of / wife of / daughter of  
\_\_\_\_\_ residing at  
\_\_\_\_\_

And

Shri / Smt. / Kum. \_\_\_\_\_ son of / wife of / daughter of  
\_\_\_\_\_ residing at  
\_\_\_\_\_

OR

Shri / Smt. / Kum. \_\_\_\_\_ son of / wife of / daughter of  
\_\_\_\_\_ at present carrying on the business as sole  
proprietor under the style of \_\_\_\_\_ and having office  
at \_\_\_\_\_

OR

\_\_\_\_\_ registered partnership firm registered under Indian  
Partnership Act, 1932 consisting of Shri / Smt. / Kum \_\_\_\_\_  
son of / wife of / daughter of \_\_\_\_\_  
and Shri . Smt. / Kum. \_\_\_\_\_  
son of / wife of / daughter of \_\_\_\_\_  
and Shri . Smt. / Kum. \_\_\_\_\_  
son of / wife of / daughter of \_\_\_\_\_  
and Shri . Smt. / Kum. \_\_\_\_\_  
son of / wife of / daughter of \_\_\_\_\_  
and Shri . Smt. / Kum. \_\_\_\_\_  
son of / wife of / daughter of \_\_\_\_\_  
as partners thereof and having office at \_\_\_\_\_

OR

\_\_\_\_\_ Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_

OR

\_\_\_\_\_ LLP, a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 and having its registered office at \_\_\_\_\_

(hereinafter referred to as the Borrower/s which expression unless repugnant to the context shall include his/ her heirs, executors, administrators, representatives, successors and assigns / present or future partners of the partnership firm and their and each of their respective heirs, executors administrators, representatives, successors and assigns / his heirs, executors, administrators, representatives, successors and assign / it successors and assigns respectively).

\_\_\_\_\_ Party of the First Part

#### IN FAVOUR OF

IndusInd Bank Ltd., a Banking Company having its registered office at 2401, Gen. Thimmayya Road, Cantonment, Pune 411 001, and branch office amongst other places at \_\_\_\_\_ (hereinafter called the "Bank" which expression unless repugnant to the context, is deemed to include its successors and assigns)

\_\_\_\_\_ of the Other Part

**WHEREAS** the Borrower(s) have requested the Bank to sanction an advance by way of overdraft/cash credit (hereinafter called as overdraft limit/facility) limit of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_) to the Borrowers against security of any dematerialised shares, units of mutual funds, bonds and other securities satisfactory to the Bank which may be pledged by the Borrower from time to time (hereinafter referred to as the "security/securities")

**AND WHEREAS** the Bank has agreed to grant the said overdraft limit to the Borrower(s) upon the following terms and conditions:

- 1) The overdraft limit shall not exceed the aforesaid amount of Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_). However, the actual drawing to be permitted under the overdraft facility would depend upon the value of the securities at the time of grant of the said facility and thereafter. The valuation of securities, margin money and actual overdraft facility would be exclusive decision of the Bank and will be binding on the Borrower/s. The facility is repayable unconditionally on demand at the Bank's absolute discretion.
- 2) Without prejudice to the provisions of clause (1) this facility may be available for a period of 12 (Twelve) months only and the Borrower shall repay the same before the expiry of the said period. The facility shall be available for a period of 12 months from the date of execution this Agreement. The borrower(s) shall repay the same on or before the expiry of the said Period Notwithstanding the aforesaid, the overdraft facility, may, at the discretion of the Bank, but not bound to, be renewed for further period not exceeding 12 months each time unless the bank terminate the facility by giving notice to the customer. However, in these cases, the bank can make the renewal subject to certain conditions, the renewal shall only occur on the bank intimating the borrower on such terms and conditions and the borrower shall deemed to have accepted such terms and conditions, unless he repays entire dues, then outstanding, and shall be continuing to enjoy the overdraft facility on the same terms and conditions mentioned in

the sanction letter and the terms and conditions mentioned in this agreement on such renewal this Agreement and, all other documents, deeds and writings whatsoever executed pursuant to or in connection with this Agreement as may be amended from time, and/or the Facility shall continue in full force and effect, subject to the terms and conditions on which the overdraft facility is renewed.

- 3) The Borrower(s) shall pay interest on the daily debit balances in the borrowers loan/overdraft account under the facility at the rate and at the rest as specified in the sanction letter or at such other rates as may be specified by the Bank from time to time. The interest Rate shall be calculated with reference to the Bank's Marginal Cost of Funds based lending rate (MCLR) and shall comprise of MCLR plus margin. The MCLR shall be reviewed and reset from time to time as specified in the sanction letter. The Bank reserves the right at its sole discretion without assigning any reason whatsoever, to modify, vary or add to the terms and conditions, or to terminate the said Facility concerned, at any time, and to recall any or all of the amounts due under the said Facility. All amounts due in respect of the said Facility shall become payable forthwith on such demand.
- 4) The Borrower(s) shall pay interest on the daily debit balances in the borrowers loan/overdraft account under the facility at the rate and at the rest as specified in the sanction letter or at such other rates as may be specified by the Bank from time to time. The Bank's MCLR effective from time to time will be displayed at the Bank's Web-site. No intimation will be sent individually to the borrower(s) in this regard. The Borrower acknowledges their awareness and knowledge of the interest rate and of the fact that the same will fluctuate throughout the tenure of the facility. The Borrower/s agree and accept that the rate of interest declared by the Bank from time to time shall be binding on them. It is also agreed that the advances against the various securities may carry different rates of interest. Therefore, the Bank at its absolute discretion reserves the right to change the aforesaid particular rate of interest based on the types of securities pledged as may be advised from time to time. The Borrower gives authority to the Bank to debit his account with the interest amount.
- 5) Any default in payment of dues would entail an additional interest charge of 2% per month on the entire facility, leviable from the date of the default until the date of payment of dues together with interest without prejudice to the Bank's other rights available as per this agreement and in law.
- 6) It is clarified that if the Borrower does not accept rate as modified from time to time he shall be obliged to repay the due amounts along with interest, cost and charges immediately.
- 7) In consideration of the said overdraft facility, the original / dematerialized securities mentioned in the Schedule attached to this agreement or separate Schedule signed by the Borrower/s, are hereby pledged in favour of the Bank as an exclusive charge to the Bank towards repayment of the principal amount, interest, costs and any other charges etc. due to the Bank under the overdraft account. Any change in the securities pledged may be effected by the execution of a Supplementary Schedule(s). Such Supplementary Schedule(s) would be deemed to form a part and parcel of this agreement and would not require execution of a fresh agreement. Such change in the Schedule would, inter alia, include withdrawal of existing securities, substitution, replacement of fresh securities, addition of additional securities etc. Such withdrawal may be of any of the securities, pledged by the Borrower(s). The Borrower shall comply with all formalities for noting of the charge/lien of the Bank over the said securities maintained in the Demat account with the Depository Participant.
- 8) The Borrower(s) at all times during the continuance of this security shall keep and maintain the margin as stipulated by the Bank from time to time in favour of the Bank between the amount outstanding under the overdraft facility and the market value of the securities. It will be the sole responsibility of the Borrower(s) to monitor the market value of the said securities and to ensure that the specified margin has been maintained. If at any time, the value of the said securities falls so as to create a deficiency in the margin requirement specified by the Bank or if there is an excess drawing over the overdraft limit, then the Borrower shall on his own within 24 hours of such deficiency occurring or such excess drawing taking place, deposit with the Bank without any notice from the Bank, additional security in the form of cash or such other securities which may be acceptable to the Bank, so as to maintain the specified margin, failing which the Bank shall have the right (without any obligation to do so) to sell, dispose off or realise any or all of the said securities without any further intimation recourse to the Borrower and without being liable for any loss or damage or diminution in value sustained thereby. The Borrower(s) further unconditionally agree to waive requirement of further notice from the Bank prior to selling the securities pledged by him.
- 9) The Borrower hereby further declare as under:
  - a) The Bank is at liberty to conclude the sale of securities at any of the exchanges or by private treaty without any reference to him.

- b) The Borrower is aware that as per the prevalent practice, the realisation of proceeds takes time and that the Borrower alone will be responsible for variations in the prices either beneficial or adverse and that there shall not be any grievance.
- c) The Borrower shall not hold the Bank responsible for any loss occurring in the process of sale due to any reason whatsoever including due to the failure of the broker, crises on the stock exchange, or any act of stock exchange or any other statutory authority and that the Borrower shall continue to be liable to the Bank for the full amount owed to the Bank, and may take action separately for release / restoration of those securities.
- 10) The said pledged securities and the promissory note would be a continuing security to the Bank for all monies which are due from the Borrower(s), it is declared that the said securities are free from any charge and the Borrower/s undertake to keep them as such during the time said securities are pledged with the Bank. **It is hereby declared and confirmed that the securities herein pledged / to be pledged belong / shall belong to the borrower(s). The Borrower/s hereby agree to indemnify and keep the Bank indemnified against any loss caused to the Bank by reason of the said securities subsequently turning out to be belonging to someone else.**
- 11) It is agreed not to seek duplicates of the securities from the respective companies or stop the transfer thereof in the name of the Bank or its nominees or do such acts which shall affect the interest of the Bank in the said pledged securities adversely.
- 12) It is agreed that the Bank will have a lien and right of set-off on all moneys / securities belonging to the Borrower(s) standing to their credit in any account(s) / Demat account(s) whatsoever with the Bank, and these monies and the net proceeds of these securities standing at the balance in any account(s) may be adjusted by the Bank, at its discretion, towards dues under the overdraft account. In case of any deficit, the deficit amount may be recovered by the Bank from the Borrower(s).
- 13) The Borrower hereby further declares as under:
- a) The Borrower's interest in any type of business organization, limited company – private or public, with or without controlling interest within or outside the definition as per law applicable to it shall be liable for repayment of the dues to the Bank and the Bank shall be at liberty to take action against all such organizations / body corporate, for recovery of amounts due from me/us.
- b) The assets of any partnership firm(s) in which the Borrower has a share or an interest shall be available to the Bank for recovery of its dues and that the Borrower shall be responsible separately to reimburse that firm(s) to the extent of the recovery effected.
- c) The securities held by the Borrower shall be liable for repayment of the amounts due to the Bank notwithstanding that any procedure for recording of pledge / charge / assignment has remained incomplete or has not commenced for any reasons whatsoever.
- 14) During the continuance of the pledge of securities, all voting rights in respect of the said securities shall be exercisable solely and exclusively by the Bank as per the instructions of the Bank and subject to the directions of the Reserve Bank of India.
- 15) (i) That if the Borrower/s fail to maintain such margin as aforesaid or if the Borrower/s fail or neglect to repay the monies then due to the Bank or in the event of the Borrower/s becoming or being adjudicated bankrupt or insolvent in executing any of arrangement, composition or in the event of any distress or execution being levied or enforced upon against any of the property of the Borrower/s whether the said property shall or shall not be the subject of the security or in the event of any person firm or company taking any steps towards applying for or obtaining an order for the appointment of a receiver of the Borrower's property or any part thereof or if any person, firm or company shall apply for or obtain an order for the winding up/of the Borrower/s or if any such resolution be passed whichever may first happen, it shall be lawful for the Bank forthwith or at any time thereafter (without prejudice to bank's right of suit against the Borrower/s) to terminate the facility and demand payment from the Borrower.
- (ii) In case of expiry of the term or calling up of loan or in case of any of the events happening as stated

hereinbefore, the Bank would have the full rights to sell, dispose off or realise the said securities on such terms and for such price that the Bank deems fit, and apply the net proceeds towards the satisfaction of the balance outstanding in the overdraft account including charges, expenses etc.

- 16) The Borrower(s) agrees that any accretion to the said securities by way of dividend, interest, bonus shares, right shares and other benefits from time to time accruing in respect of the said securities or any part thereof shall also be deemed to be pledged with the Bank and the Borrower/s agree that there is no need for signing any additional supplementary pledge in this respect.
- 17) Any notice or correspondence shall be addressed at the address given by the Borrower(s). The same would be deemed to have been served on the concerned, at the time it would be delivered in the normal course.
- 18) The Borrower(s) agrees to accept the statement of account sent by the Bank or by any other authorised representative of the Bank as the conclusive proof of the correctness of any sum claimed to be due from him.
- 19) The Borrower(s) agrees not to utilise the overdraft facility for speculative or anti-social business.
- 20) The Borrower(s) further hereby agrees as follows:
  - a) In event of the Company/ies (which have issued the securities) issuing further shares or securities by way of rights or otherwise howsoever and if the securities have been transferred in the name of the Bank, the Bank shall give a notice in writing to the Borrower(s) about the same and if the Borrower(s) does not put requisite funds in the Bank for applying for the right shares or other shares(which have issued the securities) issuing further shares or securities by within seven days of the receipt thereof, or well in time before the expiry of the last date of such issue / offer the Bank shall not be responsible for the same. Notwithstanding what is stated herein, the borrower shall keep himself abreast of the corporate actions due in respect of securities pledged and shall intimate the Bank and do all the needful acts to realise the same. Bank as a pledgee shall not be responsible for non-receipt of corporate actions for any reason.
  - b) The Borrower(s) hereby agrees not to write any letters to the Companies (which have issued the securities) where the Power of Attorney in favour of the Bank to be executed in pursuance hereof is filled, for cancelling the same.
  - c) The Borrower(s) hereby agrees with the Bank to pay the call moneys on any of the securities within the time stipulated by the Companies (which have issued the securities ) and agrees that the Bank shall not be liable to pay any of the call money.
  - d) In the event of a company issuing further securities or shares by way of bonus shares or otherwise whatsoever for and in respect of securities pledged to the Bank the Borrower(s) hereby deemed to have created pledge on those bonus shares or securities too issued immediately on receipt thereof, and Borrower(s) hereby acknowledge the Bank's charge over those bonus shares or securities so issued and undertake not to sell, transfer, or do any act that will affect the Bank's interest thereon. In the event of the Company seeking the option of the Borrower(s) for obtaining the bonus share(s) or securities in physical or demat form the Borrower(s) undertake to instruct the Company to issue the bonus shares or securities in the form and manner as may be specified by the Bank from time to time .
- 21) The Borrower(s) agrees to execute in favour of the Bank or any nominee of the Bank fresh documents etc. at the request of the Bank to ensure the validity period of documents is kept alive at all times. The Bank shall be entitled to transfer the Securities in its own name, at any time. **The Borrower(s) further agree that the Bank has right of lien &/or set off on all related Bank accounts and demat accounts of the borrower(s) with the Bank and as also any such account(s) to be related to the borrower at any later stage. The Borrower(s) further agree that the said security will be released only after full satisfaction of the Bank's dues owed by the Borrower(s) including dues other than the overdraft account.**
- 22) The Borrower(s) also undertake to give irrevocable Power of Attorney in favour of the Bank to authorise the Bank to deal with the said pledged securities in any manner.
- 23) The Bank shall not be responsible for follow-up or collecting the dividends, maturity amount, interests or any other amount collected /received in respect of all securities/shares pledged with the Bank; but if received in the normal course, credit the same into the loan/overdraft account. Borrower(s) hereby indemnifies and agrees to hold the Bank fully free and harmless in respect of all claims, proceedings, demands in respect of the aforesaid amounts from the issuing banks/financial institutions.
- 24) The Bank shall be entitled to sell, assign or transfer the Bank's rights and obligations under this agreement to any



person(s) of the bank's choice in whole or in part and in such manner and or such terms as the Bank may decide. Any such sale, assignment or transfer shall conclusively bind the Borrower(s). The Borrower shall not be entitled to directly or indirectly assign the benefit or obligation of this agreement.

- 25) Without prejudice to the Bank's absolute right in its uncontrolled discretion to adjust, appropriate or set off at any time and from time to time any amount received or to be received by the Bank from the Borrower the Bank shall be entitled to adjust such amounts to in any other account at any of the Bank's dues towards costs, charges and expenses incurred by the Bank and surplus amount, if any, may thereafter be appropriated by the Bank towards principal amount due to the Bank.
- 26) The Bank shall be entitled at any time and from time to time without any notice, reference or intimation to the Borrower and without the consent of the Borrower to adjust, appropriate or set off any credit balance or any part thereof due or to become due to the Borrower in any of the Bank's branches in the name/s of the Borrower with or without joint names of any other persons or before or after the maturity dates thereof towards satisfaction or part satisfaction of outstanding debt balance due or to become due by the borrower to the Bank in any account at any of the Bank's branches whatsoever.
- 27) Notwithstanding the Bank's decision/action/policy, if any to reverse any debit entry or not to debit interest or not to make any debit entry in Bank's books or in ledger account or in statement of account or any account, for any period whatsoever, the borrowers shall be bound and liable to pay to the Bank, the entire outstanding debit balance and compound interest thereon with monthly/quarterly rests till the date of realisation, recovery or collection by the Bank of all such amounts plus penal interest, interest tax, additional interest, liquidated damages, commission, costs, charges and expenses at such rates as may be prevailing or fixed or to be fixed or to be fixed by the Bank from time to time without any reference, notice or intimation by the Bank at any time whatsoever.
- 28) The Borrower do hereby agree, undertake, record, declare, admit, assure, promise, acknowledge and confirm to abide by accept, satisfy, fulfil, carry out perform and comply fully with all the terms, conditions, requirements, sanctions, provisions and stipulations or any amendments or modifications therein made or to be made by the Bank at any time or from time to time in its discretion concerning any of the Borrower facilities, limits or accounts without any reference, notice or intimation by the Bank in that behalf.
- 29) Words importing the masculine gender will include the feminine and neuter gender. Word incorporating the singular number will include the plural.
- 30) It is expressly agreed by and between parties hereto that the Borrower(s) shall be liable to pay to the Bank a fee of 0.5% or as Demanded by the bank per annum as Processing Charges on the loan amount disbursed to the Borrower and shall be paid at the time of the disbursement of loan.
- 31) It is expressly agreed by the Borrower/s that any stamp duty, penalty, registration charges, or deficit therein, if any, payable on this document shall be borne and paid by the Borrower/s.
- 32) In case of any dispute the jurisdiction would lie exclusively in the Trial Court of Delhi.
- 33) The Borrower shall abide by all terms and conditions as specified in sanction letter including general and special covenants mentioned therein, which shall form part and parcel of this agreement as if incorporated herein.
- 34) The Bank may, in its sole discretion, permit prepayment of the credit facility/loan at the request of Borrower subject to the Borrower paying prepayment charges calculated at the rate of \_\_\_\_\_% of the amount due under the credit facility/loan.
- 35) The Borrower(s) agree as a pre-condition of the overdraft facility given to the Borrowers by the Bank that in case the Borrower(s) and/or the Guarantor(s) commits default in the repayment of the facility or in the repayment of interest thereon on due date(s), the Bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish the name of the Borrower(s) and 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.

- 36) I/we certify that all information furnished by me/us is true. The Borrower/ Co-borrower hereby expressly give consent to the Bank/ Lender to disclose any information, at any point of time, relating to conduct and operations of the account to the Reserve Bank of India and / or any other Agency/ Authority such as Credit Information Bureau (India) Ltd, appointed/designated by Reserve Bank of India/any Statutory Authority or Courts of law on being called upon to disclose such information in writing or by any order / direction or as the case may be. IBL, without any further notice or intimation, can disclose and supply any information to the Reserve Bank of India and / or any Agency/Authority appointed by Reserve Bank of India. The Borrower/ Co – Borrower/Guarantor, further agree that Reserve Bank of India and/or any other Authority so appointed can compile such data and/or information and can convey/supply such data and/or information and/or results thereof to Government, Reserve Bank of India, Other Banks, and/or Financial Institutions for any reasons whatsoever, for Credit Discipline in Banking Industry in India. The Borrower/ Co – Borrower/Guarantor expressly waive their right and discharge IBL and/or Reserve Bank of India and/or any other Authority appointed by Reserve Bank of India from any liability for disclosure and/or use of such information on account of breach of any secrecy clause. Further Lender may on its own or through its agent(s) make references, do deduping / verification / validation / checking enquiries relating to information in the application / documents submitted by Borrower / Co-borrower(s)/ Guarantor(s).
- 37) The Bank shall be entitled at its discretion to maintain separate accounts in the books in respect of the unpaid instalments of principal and/or interest for the purpose of effective control and monitoring of recovery thereof. The Borrower hereby acknowledges that he/ they shall be liable to repay such outstanding amounts as due and payable hereunder and shall continue to be secured by the security created hereunder.
- 38) Borrower has not and shall not induct any person as a director on its Board of Directors, who is a promoter or director on the Board of a company, which has been identified as a willful defaulter as per guidelines issued by Reserve Bank of India. Borrower further undertakes that in case, such a person is found to be on the Board of the borrower company, it would take expeditious and effective steps for removal of the person from its Board. (Applicable in case of Company)
- 39) Borrower further declare that they have neither directly or indirectly agreed to pay nor paid any commission or brokerage or any consideration to the director/s for standing him/them as guarantor/s and that we will not pay any such consideration to him/them for the same. (Applicable in case of Company)
- 40) In addition, in cases where the overdraft facility has been sanctioned against the pledge of all or any of the following: bonds, debt based mutual fund units and / or any other debt instrument, the borrower agrees not to utilise the overdraft facility for the purpose of making investments in the capital market ('capital market purpose')

Where the borrower is an intermediary registered in terms of section 12 of the SEBI Act 1992, the borrower hereby agrees and undertakes

- Not to deal in penny stocks in any manner as stipulated in SEBI directives
  - To maintain segregation of securities held by him/her on behalf of clients from the securities held by the borrower in his/her name, as required by the SEBI regulations
  - To confirm that the client securities will not be offered as security for borrowing from the bank in any manner whatsoever
  - To provide details of securities held on behalf of clients and securities held by the borrower in his/her own name to the bank on demand
- 41) In case the borrower avails the overdraft facility against the pledge of any debt instruments, the following conditions will apply:
- If any debt instrument against the security of which the overdraft facility has been granted is due for maturity, the borrower hereby authorises the bank to submit the original debt instrument which is transferred in the name of the bank, to the institution by which the debt instrument is issued and collect the maturity amount and credit the proceeds to the overdraft account after deducting the expenses incurred by the bank in collecting the proceeds. The bank is not liable to give any notice to the borrower before so submitting the debt instrument for collecting the maturity amount nor shall the bank be responsible for any delay and /or failure in collecting the maturity amount.
  - In the case of any debt instruments which are non-cumulative, the bank shall not be responsible for any delay and / or failure in collecting the interest warrants from the issuing banks/institutions.

IN WITNESS WHEREOF the Borrower/s hereto have signed this agreement in acceptance of all terms and conditions stated above at \_\_\_\_\_ on this day \_\_\_\_\_ of 20 \_\_\_\_\_.

Party of the First Part

In case the Borrower is an **individuals**, then state as follows:

SIGNED AND DELIVERED BY 

Shri./Smt. \_\_\_\_\_

Shri./Smt. \_\_\_\_\_

Shri./Smt. \_\_\_\_\_

the Borrower/s within-named.

In case the Borrower is carrying on business in the name of a **Proprietary concern** or in his individual name, then state as follows:

SIGNED AND DELIVERED BY 

Shri \_\_\_\_\_

Proprietor of M/s. \_\_\_\_\_ Borrower within-named.

In case the Borrower is a **partnership firm**, then state as follows:

SIGNED AND DELIVERED BY 

Shri \_\_\_\_\_

Shri \_\_\_\_\_

Shri \_\_\_\_\_

All partners of M/s. \_\_\_\_\_ the Borrower within-named

In case the Borrower is a **Public Ltd. or Pvt. Ltd. Company**, then state the following with suitable modifications:

The common Seal of the Borrower withinnamed was affixed hereunto in the presence of

(1) Shri \_\_\_\_\_ and

(2) Shri \_\_\_\_\_

Directors of the Borrower in pursuance of the Board Resolution dated \_\_\_\_\_ and the Directors have signed below the Seal to show that the Seal was affixed in their presence. In case the Borrower is a Co-operative Society, then state the following with suitable modifications:

The common Seal of the Borrower withinnamed was affixed hereunto in the presence of

(1) Shri \_\_\_\_\_ and

(2) Shri \_\_\_\_\_

Managing Committee members of the Borrower in pursuance of the Managing Committee Resolution dated \_\_\_\_\_ and the Managing Committee members have signed below the Seal to show that the Seal was affixed in their presence. In case the Borrower is a Limited Liability Partnership, registered under the Limited Liability Partnership Act, then state the following:

In case LLP is not executing documents under common seal then

SIGNED AND DELIVERED BY 

Shri \_\_\_\_\_

Shri \_\_\_\_\_

Designated Partners of M/s. \_\_\_\_\_ LLP the Borrower within-named in pursuance of the Resolution dated \_\_\_\_\_.

OR

In case LLP is executing documents under common seal then

The common Seal of the Borrower within named was affixed hereunto in the presence of

Shri \_\_\_\_\_ and

Shri \_\_\_\_\_

Designated Partners of the Borrower in pursuance of the Resolution dated \_\_\_\_\_ and the Designated Partners have signed below the Seal to show that the Seal was affixed in their presence.



## IRREVOCABLE POWER OF ATTORNEY - BORROWERS

To all whom these presents shall come. I/We \_\_\_\_\_ son / wife / daughter  
\_\_\_\_\_ residing at  
\_\_\_\_\_

OR

Shri / Smt. / Kum. \_\_\_\_\_ son of / wife of / daughter of  
\_\_\_\_\_ at present carrying on the business as sole  
proprietor under the style of \_\_\_\_\_ and having office at  
\_\_\_\_\_

OR

registered partnership firm registered under Indian

Partnership Act, 1932 consisting of

- 1) Shri / Smt. / Kum. \_\_\_\_\_
- 2) Shri . Smt. / Kum. \_\_\_\_\_
- 3) Shri . Smt. / Kum. \_\_\_\_\_
- 4) Shri . Smt. / Kum. \_\_\_\_\_
- 5) Shri . Smt. / Kum. \_\_\_\_\_

as partners thereof and having office at \_\_\_\_\_

OR

\_\_\_\_\_ Limited, a Company incorporated under the Companies Act, 1956  
and having its registered office at \_\_\_\_\_

OR

\_\_\_\_\_ LLP, a Limited Liability Partnership registered under the Limited  
Liability Partnership Act, 2008 and having its registered office at \_\_\_\_\_

### **SEND GREETINGS**

WHEREAS at my/our request IndusInd Bank Ltd. a banking Company, having its registered office at 2401, Gen. Thimmayya Road, Cantonment, Pune – 411 001 and having a branch in \_\_\_\_\_ city (herein referred to as the “Bank”) has sanctioned to \_\_\_\_\_ (the “Borrower”) an overdraft/ cash credit / loan facility upto a limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) (hereinafter called “the said facility”)

AND WHEREAS as one of the conditions for sanction of the said facility and for securing the due repayment by the borrower(s) of all outstanding in respect of the said facility together with interest, all costs, charges and expenses in respect thereof. I/We have opened a Demat account(s) with the depository participant approved by the Bank for holding dematerialized securities. I/We have pledged in favour of the Bank certain shares and/or other securities held by me/us, in the Demat account(s) described in the schedule attached to the Overdraft Agreement - cum pledge - cum guarantee (hereinafter called the “Agreement”) executed by me/us and which will include any further shares/securities subsequently pledged by me/us to the Bank (hereinafter called the said “Securities”) and also such other shares/securities held by me in the said demat account.

AND WHEREAS I am/we are now required to execute in favour of the Bank a power of attorney authorising the Bank to deal with the said securities or any of them and exercise all rights in respect thereof which I/We hereby do in the manner hereinafter appearing.

**NOW KNOW ALL MEN BY THESE PRESENTS WITNESS** that I/We for myself/ourselves and my/ourselves and my/our heirs, executor, administrators and/or successors do hereby irrevocably nominate, constitute and appoint the Bank acting through any of its officers as my/our true and lawful attorney for me/us in my/our name and on my/our behalf and at my/our cost and risk to do, execute, and perform all or any of the following acts or deeds, matters and things, that is to say;

1. To transfer the said securities held in my said demat account(s) or in account holding form or any of them to the name of the Bank or the name of its nominee(s) and/or to transfer, sell or dispose of or otherwise realise or encash the said securities or any of them and for the purposes to endorse the same or to sign and execute all transfer forms, delivery orders, contract declarations and other instruments and writing as may be necessary or expedient for the purpose and give delivery thereof.
2. To appoint or engage any brokers for effecting any such transfer, disposition, realisation or encashment, as the case may be.
3. To give notices to the companies/organisations in which the said securities are held.
4. To receive all consideration consequent of any sale, transfer, disposition, realisation, or encashment and to give proper receipts and valid and effectual discharges for the same.
5. To receive all interests, dividends, and all accretions to the said securities whether by way of bonus or rights or otherwise and to sign and execute proper receipts and give valid and effectual discharges for or in relation to the same.
6. To endorse or negotiate all interest / dividend warrants or other instruments from time to time received in respect of or otherwise relating to the said securities.
7. To receive notices, attend and vote at all general meetings of any of the companies in which the said securities are held and my/our presence at such meetings shall not supersede the right of the Attorney to vote thereat.
8. To appoint representative(s) to attend any meetings of the companies in which the said securities are held and/or to appoint proxy or proxies for the purpose.
9. To comply with the provisions of the Companies Act, 1956, the Companies Act, 2013 or any statutory re-enactment or modifications thereof for the time being in force or any other statute, legislation or enactment or any rule or regulation and to sign such deeds, documents, forms, declarations or other papers that may be required.

AND GENERALLY to do, perform and execute all acts, deeds, matters and things relating to or concerning or touching these presents as fully and effectual as if I/We were personally present and had done, performed or executed the same myself / ourselves.

AND I/We hereby agree to ratify and confirm all and whatsoever the Bank may do or cause to be done in the premises in pursuance of these presents.

IN WITNESS WHEREOF I/We have hereunto set and subscribed my/our respective hands at \_\_\_\_\_ place this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_

Signed and Delivered By 

Name

Signature (s) 

Borrower/s 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

**COMMON SEAL OF**

M/s. \_\_\_\_\_

Was affixed hereun to in pursuance of It's Board Resolution

Dated \_\_\_\_\_

**In the presence of**

1. Mr. \_\_\_\_\_

2. Mr. \_\_\_\_\_

The Directors, who have Signed below the seal



Before Me

Notary

## IRREVOCABLE POWER OF ATTORNEY - GUARANTORS

To all whom these presents shall come. I/We \_\_\_\_\_ son / wife / daughter  
\_\_\_\_\_ residing at  
\_\_\_\_\_

### **SEND GREETINGS**

WHEREAS at my/our request IndusInd Bank Ltd. a banking Company, having its registered office at 2401, Gen. Thimmayya Road, Cantonment, Pune – 411 001 and having a branch in \_\_\_\_\_ city (herein referred to as the “Bank”) has sanctioned to \_\_\_\_\_ (the “Borrower”) an overdraft/ cash credit / loan facility upto a limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) (hereinafter called “the said facility”)

AND WHEREAS I/we have agreed to stand as surety for securing the due repayment by the Borrowers of all outstanding in respect of the said facility together with interest, all cost, charges and expenses in respect therefor.

AND WHEREAS as one of the conditions for sanction of the said facility and for securing the due repayment by the borrower(s) of all outstanding in respect of the said facility together with all costs, charges and expenses in respect thereof. I/We have opened a Demat account(s) with a depository participant approved by the Bank for holding dematerialized securities. I/We have pledged in favour of the Bank certain shares and/or other securities held by me/us, in the Demat account(s) described in the schedule attached to the Overdraft Agreement - cum pledge - cum guarantee (hereinafter called the “Agreement”) executed by me/us and which will include any further shares/securities subsequently pledged by me/us to the Bank (hereinafter called the said “Securities”) and also such other shares / securities held by me in the said demat account.

AND WHEREAS I am/we are now required to execute in favour of the Bank a power of attorney authorising the Bank to deal with the said securities or any of them and exercise all rights in respect thereof which I/We hereby do in the manner hereinafter appearing.

**NOW KNOW ALL MEN BY THESE PRESENTS WITNESS** that I/We for myself/ourselves and my/ourselves and my/our heirs, executor, administrators and/or successors do hereby irrevocably nominate, constitute and appoint the Bank acting through any of its officers as my/our true and lawful attorney for me/us in my/our name and on my/our behalf and at my/our cost and risk to do, execute, and perform all or any of the following acts or deeds, matters and things, that is to say;

1. To transfer the said securities held in my said demat account(s) or in account holding form or any of them to the name of the Bank or the name of its nominee(s) and/or to transfer, sell or dispose of or otherwise realise or encash the said securities or any of them and for the purposes to endorse the same or to sign and execute all transfer forms, delivery orders, contract declarations and other instruments and writing as may be necessary or expedient for the purpose and give delivery thereof.
2. To appoint or engage any brokers for effecting any such transfer, disposition, realisation or encashment, as the case may be.
3. To give notices to the companies/organisations in which the said securities are held.
4. To receive all consideration consequent of any sale, transfer, disposition, realisation, or encashment and to give proper receipts and valid and effectual discharges for the same.



5. To receive all interests, dividends, and all accretions to the said securities whether by way of bonus or rights or otherwise and to sign and execute proper receipts and give valid and effectual discharges for or in relation to the same.
6. To endorse or negotiate all interest / dividend warrants or other instruments from time to time received in respect of or otherwise relating to the said securities.
7. To receive notices, attend and vote at all general meetings of any of the companies in which the said securities are held and my/our presence at such meetings shall not supersede the right of the Attorney to vote thereat.
8. To appoint representative(s) to attend any meetings of the companies in which the said securities are held and/or to appoint proxy or proxies for the purpose.
9. To comply with the provisions of the Companies Act, 1956 , Companies Act, 2013 or any statutory re-enactment or modifications thereof for the time being in force or any other statute, legislation or enactment or any rule or regulation and to sign such deeds, documents, forms, declarations or other papers that may be required.

AND GENERALLY to do, perform and execute all acts, deeds, matters and things relating to or concerning or touching these presents as fully and effectual as if I/We were personally present and had done, performed or executed the same myself / ourselves.

AND I/We hereby agree to ratify and confirm all and whatsoever the Bank may do or cause to be done in the premises in pursuance of these presents.

IN WITNESS WHEREOF I/We have hereunto set and subscribed my/our respective hands at \_\_\_\_\_ place this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_

Signed and Delivered By 

Guarantor/s

 Signature(s)

1. Name : \_\_\_\_\_  
Address : \_\_\_\_\_
2. Name : \_\_\_\_\_  
Address : \_\_\_\_\_
3. Name : \_\_\_\_\_  
Address : \_\_\_\_\_

Before Me

Notary

**INDEMNITY LETTER RELATING TO INSTRUCTIONS/DOCUMENTS GIVEN BY FAX, EMAIL AND OTHER FORMS OF ELECTRONIC COMMUNICATION**

To,  
  
The Branch Manager,  
  
IndusInd Bank Limited  
  
.....Branch

Notwithstanding anything to the contrary contained in any other document / agreement, I/ We, the undersigned, hereby request and authorize you to act and rely on any instructions or communications or documents for any purpose (including but not limited to the instruction / communications/documents pertaining to the operation of all my / our accounts or to any other facilities or services that may be provided by you from time to time including but not limited to pledge of securities, substitute of pledge of securities, depledge of securities, which may from time to time be or purport to be given by facsimile, untested telexes and faxes, telegraph, cable, email or any other electronic form such as internet banking by me / us including such instructions / communications/documents as may be purported to be given by those authorized by me /us towards pledge of securities, substitution of pledge of securities, depledge of securities,.

Fax Number (from which to accept the instructions)

Registered Email ID (from which to accept the instructions)

I / We understand and acknowledge that there are inherent risks involved in sending the instructions/communications/documents to you via facsimile, untested telexes and faxes, telegraph, cable or emails and hereby agree and confirm that all risks shall be fully borne by me / us and I / we assume full responsibility for the same, and I/ we will not hold the Bank liable for any losses or damages including legal fees arising upon your performing or your non performing or any delay /default in performing any act , wholly or in part in accordance with the instructions so received which could be a result of any miscommunication, or technological error beyond the control of the Bank considering the mode in which the same was conveyed

In view of you agreeing, subject to the terms and conditions hereunder, to act upon the instructions as aforesaid, I /we hereby irrevocably agree and undertake:

That the Bank shall be entitled to act as you see fit, without incurring any liability whatsoever to me / us or to any other person, upon any instructions for any purpose which may from time to time be or purport to be given by facsimile, untested telexes and faxes, telegraph, cable or email by me / us (including such instructions as may be or purported to be given by those authorized to operate my / our account (s) with you), even if such instructions/communications/documents are not followed up by written confirmation to the Bank.

That the instructions/communications/documents shall be conclusively presumed for your benefit to be duly authorized by and legally binding on me / us, and I / We shall be fully responsible for the same.

You shall not be responsible to ensure the authenticity, validity, or source of any instructions/documents and shall not be liable if any instructions/documents turned out to be unauthorized, erroneous, or fraudulent.

That you shall be entitled (but not obliged) to keep records of our instructions/communications/documents given or made by facsimile, untested, telexes and faxes, telegraph, cable or any other form of electronic communication in such form, physical or electronic, as you may in your sole discretion deem fit, and your records shall be conclusive and binding on me / us. You shall be entitled to dispose of or destroy any such records at any time and determined by you sole discretion.

That you shall be authorized to disclose all instructions as you may deem fit, to your affiliated, counter parties, service providers, regulators and other authorities or where you are required by law to do so or to protect the interest of your bank;

That you shall be entitled to require any instruction/document in any form to be authenticated by use of any password, identification code or test as may be specified by you from time to time and I / we shall ensure the secrecy and security of such password, code or test and I /we shall be solely responsible for any improper use of the same and I / we shall not make any claim on you;

We agree and comprehend the risk and vulnerability involved in this communication process i.e. \_\_fax/ email/ both\_\_\_\_\_ / electronic modes such as online access / internet banking and shall extend our full co-operation and support to the Bank for resolving any issues or disputes if any arising due to the any Technical error which could not be anticipated by the Bank inclusive of the Force Majeure situations . Further we agree that this communication would be applicable to the working hours and working days of the Bank its Branches and offices only .

That, notwithstanding the above you may, under circumstances determined by you in absolute discretion, require from me / us confirmation of any instructions/documents in such form as may specify before acting on the same; and I /we shall submit such confirmation to you immediately upon receipt of your request. Pursuant to receipt of instructions, you shall have the right but not the obligation to act upon such instructions.

That you shall not be liable to me / us or any third party for, and that I / we (jointly and severally) shall indemnify you and keep you indemnified from and against all claims either by me / us or any other, actions, demands, liabilities, costs, charges, damages, losses, expenses and consequences of whatever nature (including legal fees on a full indemnity basis) and howsoever arising which may be brought or preferred against you or that you may suffer, incur or sustain by reason or on account of you having so acted whether wrongly or mistakenly or not, or of your failing to act wholly or in part in accordance with the instructions and the terms of this letter.

That I/we shall duly inform the bank about any change in our communication i.e. change in email id, fax numbers etc and further indemnify the bank against any miscommunication, error, loss and damage monetary and otherwise caused to the bank due to the same

That I / we confirm that I / we have the capacity and authority to accept this document and that this document constitutes our valid, legal effective and enforceable obligation.

That this undertaking cum indemnity letter shall be governed and construed in accordance with the laws of India and I /we hereby submit to the exclusive jurisdiction of the courts in Delhi.

This undertaking is an irrevocable letter and binding on my / our heirs and assigns.

Yours faithfully,

Signature (s) 

Borrower/s 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

## Sanction Letter

(Each Page is to be signed by Borrower(s))

Application No : \_\_\_\_\_

Date : \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear Sir / Madam,

**Re.: Sanction / Renewal with Enhancement / Reduction of Credit Limits.**

With reference to your request for the credit facilities, we are pleased to sanction / renew the facilities at \_\_\_\_\_  
**Branch** as under, subject to the terms and conditions as mentioned in the Annexure - I.

The facilities (unless expressly stated otherwise) are repayable / determinable on demand, and are presently being made available for a period of 1 year, however subject to a review by the Bank at any time. The Bank may, at its sole discretion choose to continue / renew the facilities for a period beyond the period aforesaid.

Facilities	Limits Sanctioned
<b>Fund Based :</b> Overdraft limit against pledge of securities such as demat shares / units of mutual funds / bonds (LAS)(Fresh / Renewal)	Rs _____ Lacs

The facilities will be made available on execution of requisite security documents, submission of required undertakings and creation of requisite charges over your Assets and Guarantors' Assets, if applicable.

Please note that the terms and conditions of the sanction are valid for a period of 90 days from the date of the sanction letter and the Bank reserves the right to revise the rate of interest and any other terms and conditions of the sanction in case documentation is not completed within the validity period, or, at its discretion or policy of the Bank, treat the sanction as withdrawn.

Assuring you the best of our attentions,

Yours faithfully,  
**For IndusInd Bank Ltd.**

<b>Annexure – I</b>	
<b>Facility</b>	<b>Overdraft limit against pledge of securities such as demat shares / units of mutual funds / bonds (LAS)</b>
<b>Amount</b>	<b>Rs. _____</b>
<b>Purpose</b>	<b>_____ (As per application form)</b>
<b>Rate of Interest</b>	_____% p.a. / payable monthly and linked to the MCLR of the bank. Presently applicable Bank's Half Yearly MCLR is ____%. The Bank has the right to substitute / change MCLR with any alternate rate or to change the spread over MCLR or such rate, at its discretion, as per policy of the Bank or as may be required by RBI / statutory directive.
<b>Interest Reset Date</b>	To be reset Half Yearly
<b>Margin</b>	Between 20% to 60% depending upon type of security offered to the Bank or as stipulated by the RBI / Bank from time to time
<b>Margin Call</b>	If margin falls below stipulated margin %, it should be replenished or additional securities in form of cash or such other securities as acceptable to the Bank must be pledged within 24 hours. Failing which the pledged securities are to be sold off in full/ part to regularize the account within 24 hours with prior 2 day notice to Borrower/guarantor. If margin falls below 30% (trigger point) for shares and 15% in case of mutual funds /bonds, the Bank has the authority to sell the Securities immediately without any prior notice to the borrower/ guarantor.
<b>Security</b>	Pledge of securities such as demat shares /units of mutual funds / bonds as per Schedule 1 to the agreement by the Borrower(s) or Guarantor(s) as approved by Bank
<b>Drawing Power</b>	The drawing power on your loan account is calculated after applying a margin on your portfolio and is based on market prices. The Bank would periodically revalue your portfolio; modify the margin / drawing power if necessary. You can utilise your Overdraft facility to the extent of your drawing power subject to a maximum of the sanctioned limit.
<b>Validity</b>	12 Months
<b>Fee/Charges /</b>	As applicable from time to time
<b>Expenses</b>	
A) Processing Fee	0.5% of Sanction limit subject to minimum of Rs 2500
B) Pledge Charges /	0.02% of Pledge value subject minimum of Rs 20 for each annexure W /lien request
De-pledge Charges	
C) Renewal fees	0.5% of DP subject to minimum of Rs 2500
D) Stamp Duty	As per Stamp state Act
<b>Documents</b>	<p><b>For New sanction:</b></p> <ol style="list-style-type: none"> <li>1. LAS Documentation Booklet</li> <li>2. Declaration / Undertaking from the borrower(s) that they are not availing more than Rs 20 lakhs from banking system against shares / equity oriented securities / bonds as per RBI Guideline in case of individual customer/s</li> <li>3. Any other documents as stipulated by Bank from time to time.</li> </ol> <p><b>For Enhancement:</b></p> <ol style="list-style-type: none"> <li>1. Supplementary Agreement for Pledge for Enhancement of Faculties -</li> <li>2. Letter of Acknowledgement of Debt</li> <li>3. Declaration / Undertaking from the borrower(s) that they are not availing more than Rs 20 lakhs from banking system against shares / equity oriented securities / bonds as per RBI Guideline in case of individual customer/ss.</li> <li>4. Any other documents as stipulated by Bank from time to time borrower / guarantors of the company will be accepted as security</li> </ol>

The above sanction is also subject to the following conditions

Please ensure that the Overdraft on your account remains within the limit/ drawing power. Should your Overdraft utilization exceed this either due to a fall in the market value of your securities or due to the application of interest or service charges, please regularize your account by depositing additional funds or securities as acceptable to the bank within 24 hours. If your Overdraft exceeds the limit or drawing power, you will be charged additional interest of 2% p.a. on the amount exceeding your overdraft limit.

The interest on the Overdraft account will be calculated on a daily outstanding balance and applied (debited) to your account on a calendar month.

Interest to be serviced /paid on first day of every month

Interest rates are subject to revision from time to time.

The Bank may revoke in part or in full or withhold/stop the credit facilities at any time without any notice or giving any reason for any purposes whatsoever.

This sanction does not vest in anyone the right to claim any damage against the Bank for any reasons whatsoever.

#### **Other General Covenants :-**

The borrowing arrangements would be subject to the following terms and conditions:-

1. The Overdraft facility is valid up to 12 months.
2. The Bank may revoke in part or in full or withhold/stop the credit facilities at any time without any notice or giving any reason for any purposes whatsoever.
3. The Bank shall allow the drawings depending upon Drawing Power available after considering the market value / NAV, margin and the balance outstanding.
4. This sanction does not vest in anyone the right to claim any disbursement of facilities and shall not be entitled to claim damages against the bank for any reasons whatsoever.
5. The sanction conveyed to you is valid for a period of 30 days, within which it has to be accepted, else it will lapse.
6. No Pre-payment / part-payment / fore-closure charges
7. The borrower(s) shall repay the same on or before the expiry of the said period of sanction of facility. Notwithstanding the aforesaid, the overdraft facility, may ,at the discretion of the Bank, but not bound to, , be renewed for further period not exceeding 12 months each time unless the bank terminate the facility by giving notice to the customer. However, in these cases, the bank can make the renewal subject to certain conditions, the renewal shall only occur on the bank intimating the borrower on such terms and conditions and the borrower shall deemed to have accepted such terms and conditions, unless he repays entire dues, then outstanding, and shall be continuing to enjoy the overdraft facility on the same terms and conditions mentioned in the sanction letter and the terms and conditions mentioned in this agreement
8. Margin requirement and Interest rate and rest is subject to revision as may be stipulated by RBI / Bank from time to time.
9. The Bank reserves the right at its sole discretion without assigning any reason whatsoever, to modify, vary or add to the terms and conditions, or to terminate the said Banking Facilities concerned, at any time, and to recall any or all of the amounts due under the said Banking Facilities. All amounts due in respect of the said Banking Facilities shall become payable forthwith on such demand.

10. The Borrower/ Co-borrower hereby expressly give consent to the Bank/ Lender to disclose any information, at any point of time, relating to conduct and operations of the account to the Reserve Bank of India and / or any other Agency/ Authority such as Credit Information Bureau (India) Ltd, appointed/designated by Reserve Bank of India/any Statutory Authority or Courts of law on being called upon to disclose such information in writing or by any order / direction or as the case may be. IBL, without any further notice or intimation, can disclose and supply any information to the Reserve Bank of India and / or any Agency/Authority appointed by Reserve Bank of India. The Borrower/ Co – Borrower/Guarantor, further agree that Reserve Bank of India and/or any other Authority so appointed can compile such data and/or information and can convey/supply such data and/or information and/or results thereof to Government, Reserve Bank of India, Other Banks, and/or Financial Institutions for any reasons whatsoever, for Credit Discipline in Banking Industry in India.

The Borrower/ Co – Borrower/Guarantor expressly waive their right and discharge IBL and/or Reserve Bank of India and/or any other Authority appointed by Reserve Bank of India from any liability for disclosure and/or use of such information on account of breach of any secrecy clause. Further Lender may on its own or through its agent(s) make references, do deduping / verification / validation / checking enquiries relating to information in the application / documents submitted by Borrower / Co-borrower(s) / Guarantor(s).

11. As a pre-condition of the loan/advance given, in case the borrower commits default in the repayment of the loan/advance or in the repayment of interest thereon or any of the agreed installment of the loan 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 and 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.:

Name :- \_\_\_\_\_ Signature :- \_\_\_\_\_

Name :- \_\_\_\_\_ Signature :- \_\_\_\_\_

Name :- \_\_\_\_\_ Signature :- \_\_\_\_\_

# ***IndusInd Bank***

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**Administrative Office:**

IndusInd Bank Ltd. 3rd Floor, Building Number 10, Tower - B, DLF Cyber City, Gurgaon - 122002.

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**Registered Office:**

IndusInd Bank Ltd. 2401 Gen. Thimmayya Road, Pune - 411001.

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For more details, call our Phone Banking Numbers: 1860 500 5004 / +91 22 4406 6666  
Toll Free 1800 22 0061 (for BSNL / MTNL subscribers) / 1800 209 0061 (Other subscribers).

Visit us at [www.indusind.com](http://www.indusind.com)