

- ☐ LOAN AGAINST PROPERTY
- ☐ LAP TOP-UP
- ☐ LAP BT
- ☐ OTHERS .....

SR. NO.: **IKFL**

BRANCH LOCATION



# IFFCO Kisan Finance Ltd.

## MSME LOAN

APPLICATION NUMBER \_\_\_\_\_

LOAN NUMBER \_\_\_\_\_

APPLICANT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CONTACT NOS. \_\_\_\_\_ OFF: \_\_\_\_\_ RES: \_\_\_\_\_

PROPERTY FINANCED \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

LOAN AMOUNT \_\_\_\_\_

Corporate Office: 3rd Floor, IFFCO Tower-1, Plot No. 3, Sector-29, Gurugram-122001, Haryana  
Registered Office: IFFCO Sadan, C-1, District Centre, Saket Place, New Delhi-110017

Toll Free No.: 1800 203 5972

## PDC SCHEDULE

To, <b>IFFCO KISAN FINANCE LIMITED</b>			A/C Holder	
I /We have submitted			Signature/Stamp	
No PDC's to DSA / Account Manager				
Sales Office:		Through:		
Borrower's Name			No. of Advance EMI	
Contract No.			Tenure	
Bank Account No.			Due Date	
Local / Outstation / MICR / Non MICR / Normal / Co-op			Part PDC <input type="checkbox"/>	Full PDC <input type="checkbox"/>

Sr.No.	Cheque No.	From - To	Bank Name	Bank Branch	Amount
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
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31					
32					
33					
34					
35					
36					

To,  
IFFCO KISAN FINANCE LIMITED

Sub: - Issue of PDC's against Loan No. \_\_\_\_\_

In view of non availability of sufficient quantity of cheques, we are not able to issue cheques for all the monthly installments immediately. We are therefore issuing \_\_\_\_\_ no. \_\_\_\_\_ of cheques and one cheque for balance amount (Bullet Cheque). We confirm that it will be entirely our responsibility to replace the last cheque by required no. of monthly cheques before due date.

M/s. IFFCO KISAN FINANCE LIMITED, can deposit the bullet cheque on its due date. If the cheque is dishonored it will be your prerogative to take necessary legal actions against us for the recovery of the dues.

Thanking you,

Date: \_\_\_\_\_ Borrower's Signature: \_\_\_\_\_ Name: \_\_\_\_\_

## Do's & Don'ts to be adhered while filling NACH /ECS/DIRECT DEBIT Mandate

NACH Mandate	
Do's	Don'ts
<b>Completeness</b>	
*Mandate need to be completely filled with correct details as per cancelled cheque. *If details are not available on cancelled cheque, then bank statement can be referred:	*Do not leave any of the fields of mandate blank unless specified. *Do not over write any part of mandate, as it will lead to rejections. *Do not write any critical information on the back side of mandate. *Do not fold NACH mandate form (It requires to pass through a CTS scanner) *Do not use stapler OR punch machine on mandate. (It requires to pass through a CTS scanner)
<b>Mandate Instructions</b>	
*This field is already printed with default option "Create"	*Do not tick on any other option.
<b>UMRN</b>	
*This field to be left blank, as UMRN gets generated by NPCI.	*Do not cancel OR write any other number in this field.
<b>Date</b>	
*Date on the top right hand corner of the mandate should be the date, when the mandate is filled.	*Mandate date can not be post the first EMI date. It should be always prior to first EMI date. Example : If EMI start date is 9th Jan 2015, the mandate date should be prior to 9th Jan 2015.
<b>Sponsor Bank Code &amp; Utility Code</b>	
*These two fields are to be left blank.	*Do not write any other number in these two fields.
<b>Name Of Corporate Collecting payment</b>	
*Already pre- printed on mandate form.	*Do not cancel OR write any other number in this field.
<b>Account Type</b>	
*Account type need to be arrived based two digit code mentioned at the bottom of cancelled cheque. <b>Account Types:</b> 10 & 31 codes denotes "Saving account" 11 & 29 codes denotes "Current account" 13 & 30 codes denotes "Cash Credit account"	*Do not select any other account type on mandate apart from what is mentioned on cancelled cheque. *Do not tick on multiple Account types.
<b>Account Number</b>	
*Complete account number need to be written on mandate as per cancelled cheque.	*Do not eliminate any digit of account number, as it would lead to technical bounce for reason No such a/c"
<b>Bank Name</b>	
*Bank name need to be captured as per cancelled cheque.	*Do not write any other bank name on mandate apart from name written on cancelled cheque.
<b>IFSC Code</b>	
*Complete 11 digit IFSC code need to be written on mandate.	*Do not delete any digit / alphabet of IFSC code. *IFSC code can not be less than 11 digits, hence do not write a short IFSC code on mandate.
<b>MICR Code</b>	
*9 digit MICR code printed at the bottom of cancelled cheque need to be written on mandate form	*MICR code can not be less than 9 digits, hence do not write a short MICR code on mandate.
<b>EMI Amount</b>	
*Exact EMI amount as per Repayment Schedule needs to be written on mandates. *In case of structured EMI cases, maximum EMI amount need to be written on mandate. *In case of HL & HE, maximum EMI amount (upper limit) to be written on mandate. *EMI amount in words & figures should always match.	*Do not write incorrect EMI amount on mandate, as it would lead to technical bounce. * Do not mis-match EMI amount in words & figures. *Do not write multiple EMI / Pre-EMI amounts on the mandate:
<b>Frequency</b>	
*Only one frequency should be selected as per Repayment Schedule.	*Do not select dual frequencies on mandate, As it will lead to rejections.
<b>Debit Type</b>	
*Default debit type is already selected as "Maximum Amount"	*Do not tick on option "Fixed Amount" on NACH mandate.

Do's	Don'ts
<b>Reference 1</b>	
*To be filled with Contract number or Loan account Number	*Do not write any other number in this field.
<b>Reference 2</b>	
*To be filled with branch name, from where the loan is getting booked.	*Do not mis-match branch name.
<b>Phone No.</b>	
*To be filled with customer's contact number as per application form. (Preferably as per bank records)	*Do not mis-match customer's phone number as per application form.
<b>Email ID</b>	
*To be filled with customer's email ID as per application form. (Preferably as per bank records)	*Do not mis-match customer's email ID as per application form.
<b>EMI Start Date</b>	
*EMI start date should tally with customer 's first EMI date as per Repayment schedule. *in case of partly disbursed loans (e.g HL & HE) , EMI start date should be filled with First EMI or Pre-EMI date as per Repayment schedule. Disclaimer : In case if 1st & 2nd EMI PDC is collected , then EMI start date on NACH mandate needs to be filled accordingly.	*Do not write any other date apart from EMI / Pre-EMI start date.
<b>To Date</b>	
*To be filled with last date of maturity month. E.9 If maturity date is 9th July 2021, then 31st July 2021 needs to filled.	*Do not mention any other date in this field. . *To date"" is mandatory, please do not leave this field blank.
<b>Until' Cancelled</b>	
*This option should not be selected , if EMI end date is mentioned.	*Do not over write this column.
<b>Account Holder Name</b>	
*Account holder name should be exactly written on mandate as per cancelled cheque. *Account holder name can be different from customer name. *If account holder is a Company or Proprietorship, then company stamp is mandatory.	*Do not eliminate any part of account holder name as written on cancelled cheque. *Do not use alias or short forms of account holder names on mandates. *Do not add any additional words in account holder name , if it is not mentioned on cancelled cheque. Examples : Mr, Dr, Mrs, Proprietor etc."
<b>Signature</b>	
*Account holder signature should be taken on mandate. *Account holder/Customer should be intimated to sign the mandates as per the his/ her bank records. *Signature on NACH mandate should always accompany with A/c holder name.	*Do not take initials of signature. (Complete signature is mandatory) *Do not accept the mandate, if it is not signed by account holder.
<b>Signature for Joint account</b>	
*Operated by both : Signature of both account holders is required on mandate. *Either OR Survivor : Signature of any one account holder is enough.	*Do not take initials of signature. (Complete signature is mandatory) *Do not accept the mandate, if it is not signed by both account holders if it is operated by both.



# LOAN AGREEMENT

This Loan Agreement ("Agreement") is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ by and between:

- (1) **IFFCO Kisan Finance Limited** a non-banking financial company registered under the Reserve Bank of India Act, 1934, incorporated under the provisions of the Companies Act, 2013 and having its registered office at IFFCO Sadan, C-1, District Centre, Saket Place, New Delhi-110017 and corporate office at 3rd Floor, IFFCO Tower-1, Plot No. 3, Sector-29, Gurugram-122001, Haryana (hereinafter referred to as the "**Lender**" which expression shall unless repugnant to the context be deemed to include its successors and permitted assigns") of the **FIRST PART; AND**
- (2) The person(s) specified as borrower(s) or co-borrower(s) in **Schedule I** to this Agreement (hereinafter collectively referred to as the "**Borrower**" which expression shall mean and include such person's successors, legal heirs, executors, administrators and permitted assigns) of the **SECOND PART; AND**
- (3) The person(s) specified as guarantor(s) in Schedule I to this Agreement (hereinafter referred to as the "**Guarantor**", which expression shall mean and include such person's successors, legal heirs, executors, administrators and permitted assigns) of the **THIRD PART.**

The Borrower and the Guarantor shall collectively be referred to as the "**Obligor**". The Lender and the Obligor shall both hereinafter be referred to individually as a "**Party**" and collectively as "**Parties**".

## WHEREAS:

- (A) The Lender is engaged in the business of providing financing to borrowers against mortgage of the collateral.
- (B) The Borrower has requested the Lender for a loan facility against mortgage of an existing collateral. (as described in Schedule I to this Agreement).
- (C) Relying on the representations made and the information provided by the Borrower hereunder, the Borrower has applied for a loan and the Lender has agreed to sanction a loan to the Borrower on the terms and conditions contained in this Agreement and other related documents attached herewith, as mutually agreed to between the Parties.
- (D) The Parties agree that in the event the Borrower is a company incorporated under the Companies Act, 1956/2013, or a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 or any other incorporated or registered entity under Applicable Law; in addition to this Agreement, it shall execute an addendum to the Agreement in the format attached hereto, and shall be bound by the obligations, representations and warranties provided therein.
- (E) The Lender has agreed to extend the Facility to the Borrower, on the faith of the undertakings, representation and warranties made by the Obligors (as more particularly stated in the Facility Documents).

## NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

### 1. DEFINITIONS & INTERPRETATION

- 1.1. In this Agreement, the following words and expressions (including in the Recitals hereof, Schedule 1 hereto and related documents attached herewith), unless the context otherwise requires, have the following meanings ascribed to them:
  - 1.1.1. "**ACH**" shall mean Automated Clearing House; "**NACH**" shall mean National Automated Clearing House.
  - 1.1.2. "**Additional Charges**" shall mean and include documentation charges, Loan processing charges, premium for insurance (if applicable), stamp duty charges as per Applicable Law, roll over postdated cheque case charges, ACH charges, Cheque/ACH/ADM/SI return charges per instance, overdue interest/late payment charges, collection /easy monthly instalment pick up charges per visit, duplicate amortization/repayment schedule charges, Cheque/ACH/ADM/SI swapping charges per instance, loan prepayment (foreclosure) charges for less than 6 (Six) months of easy monthly instalment repayment, loan prepayment (foreclosure) charges for more than 6 (Six) months of easy monthly instalment repayment, statement of account charges/foreclosure statement-per instance, no objection certificate issuance charges, charges no objection certificate certifying that there is no loan, legal charges, payment swapping charges, repossession charges, life insurance premium (if opted by the Borrower in the Application Form) and any other charges which the Lender may levy.
  - 1.1.3. "**ADM**" shall mean Auto Debit Mandate.
  - 1.1.4. "**Applicable Law**" shall mean any applicable national, provincial, local or other law, regulations, administrative orders, ordinance, constitution, decree, principles of common law, binding governmental policies, statute or treaty, and shall include notifications, guidelines, policies, directions, directive and orders of any government authority.
  - 1.1.5. "**Asset**" shall mean the collateral listed in **Schedule I** hereto, against which the loan has been granted by the lender to the borrower.
  - 1.1.6. "**Claims**" shall mean all actions, suits, proceeding or arbitrations pending or threatened, at law in equity or before any government authority or competent tribunal or court.

\_\_\_\_\_  
Signature of Borrower

\_\_\_\_\_  
Signature of Co-borrower

\_\_\_\_\_  
Signature of Co-borrower

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

\_\_\_\_\_  
Signature of IKFL Representative

- 1.1.7. **"Due Date"** shall mean a date on which the whole or any part of the loan balance is due for payment under this Agreement (as specified in **Schedule I** to this Agreement).
- 1.1.8. **"Effective Date"** shall mean the date of signing of this Agreement.
- 1.1.9. **"Instalment"** shall mean the amount of periodic (viz. Monthly, Half-Yearly, Quarterly) necessary to amortize the loan with interest, over the period of the loan. First instalment will be broken period interest from the date of disbursement on disbursement amount only.
- 1.1.10. **"Broken Period Interest"** The broken period interest is interim interest charged from the date of disbursement to the subsequent cycle/due date as decided by the lender, Instalment will be started from the next cycle/due date as mentioned in Schedule-1.
- 1.1.11. **"Loan"** shall hereinafter mean the loan referred to in the below Clause 2.1 and **Schedule I** to this Agreement.
- 1.1.12. **"Losses"** shall mean any loss, damage, injury, liabilities, settlement, judgment, award, fine, penalty, fee (including reasonable attorneys' fees), charge, cost or expense of any nature incurred in relation to a Claim(s).
- 1.1.13. **"Person"** shall mean and include an individual, an association, a corporation, a partnership, a joint venture, a venture capital fund, a trust, an unincorporated organization, a joint stock company or other entity or organization, including a government or political subdivision, or an agency or instrumentality thereof and/or any other legal entity.
- 1.1.14. **"Pre-payment"** shall mean premature repayment of the Loan amount as per the terms and conditions laid down by the Lender in the below Clause 5.10.
- 1.1.15. **"Repayment"** shall mean the repayment of the principal amount of Loan, interest thereon, premium, fees or other dues payable in terms of this Agreement to the Lender (as specified in **Schedule I**).
- 1.1.16. Account classification shall be defined by the number of days your Instalment (Principal & Interest repayment) remains overdue. Accounts overdue up to 30 days shall be classified as SMA 0, more than 30 days but up to 60 days shall be classified as SMA 1, more than 60 days and up to 90 days shall be classified as SMA 2 and beyond 90 days as Non-Performing asset (NPA).
- 1.1.17. Upgradation of NPA Account to Standard may only be possible if the entire arrears on Principal and Interest are altogether cleared. Till such time the entire overdue remains unpaid or paid partially, the account shall continue to be classified as NPA.
- 1.1.18. **"SI"** shall mean Standing Instructions.
- 1.1.19. **"Transfer"** shall mean to directly or indirectly, sell, gift, give, assign, transfer, transfer of any interest in trust, mortgage, alienate, pledge, encumber, grant a security interest in, amalgamate, merge or suffer to exist (whether by operation of law or otherwise) any encumbrance on, any shares or any right, title or interest therein or otherwise dispose of in any manner whatsoever voluntarily or involuntarily including, without limitation, any attachment, assignment for the benefit of creditors or appointment of a custodian, liquidator or receiver of any of its properties, business or undertaking. **"Transferee"** shall mean the Person to whom a Transfer is made.
- 1.2. In this Agreement:
  - 1.2.1. Headings are used for convenience only and shall not affect the interpretation of Agreement.
  - 1.2.2. Unless the context specifies otherwise, reference to the singular includes a reference to the plural and vice versa.
  - 1.2.3. Unless the context specifies otherwise, reference to an individual shall include his/her personal representatives, successors or legal heirs, executors and administrators.
  - 1.2.4. In addition to the terms defined in this Clause 1.1 and certain other terms as defined elsewhere in this Agreement and whenever such terms are used in this Agreement, they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires. Provided that in the absence of a definition being provided for a term, word or phrase used in this Agreement, unless the context specifies otherwise, the said term, word or phrase used shall have the same meaning as assigned to it in terms of the General Clauses Act, 1897.
  - 1.2.5. Unless specified otherwise, any statutes referred in this Agreement refer to relevant statutes of India. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement), for the time being in force, all statutory instruments or orders made pursuant to statutory provisions and any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.

## 2. LOAN AND INTEREST:

- 2.1. At the request of, and upon an application by the Borrower, as recorded in an application form submitted by the Borrower ("**Application Form**"), the Lender hereby agrees to lend to the Borrower a Loan comprising of an amount not exceeding the maximum principal amount as set out in **Schedule I** hereto. The Loan amount will be inclusive of all initial payments (as

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Signature of Borrower

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Signature of Co-borrower

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Signature of Co-borrower

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Signature of Guarantor

.....  
Signature of IKFL Representative

applicable) towards Interest on partially Disbursed Amount, Additional Charges, and/or any other charges applicable as determined by the Lender.

- 2.2. The Loan granted by the Lender to the Borrower under this Agreement and the terms and conditions specified hereunder, are for the purpose of purchasing or financing of the Asset as specified in **Schedule I hereto**.
- 2.3. The Borrower shall pay interest on the Disbursed Amount (as defined below) of the Loan advanced and outstanding amount (if any) from time to time, at the rate specified in **Schedule I hereto ("Interest")**.
- 2.4. The Borrower agrees that the Interest on the Disbursed Amount shall begin to accrue from the date of Disbursement (as defined below) of the Loan / issuance of Loan cheque, irrespective of the time taken for transit, collection, realization of the cheque by the Borrower or his/her bank.
- 2.5. Without prejudice to the Lender's other rights, Interest payable by the Borrower hereunder, will be charged /debited to the Borrower's Loan account on the Due Date as specified in **Schedule I hereto**. The Interest debited will be deemed to form part of the outstanding Loan amount.
- 2.6. The Borrower agrees that notwithstanding anything to the contrary herein contained, the Lender reserves the right to revise the rate of Interest based on Applicable Laws, change in market conditions, availability of loanable funds or any other reason whatsoever to be determined by the Lender based on its sole discretion. The Borrower agrees that no further consent or concurrence of the Borrower is required in this respect thereof.
- 2.7. The Borrower hereby agrees that any tax levied on the Interest and other levies as may be applicable from time to time on the Loan amount shall be borne by the Borrower. The Borrower hereby agrees to reimburse or pay to the Lender, the amount paid or payable by it to any government authority or any other regulatory agency whether in India or abroad on account of any interest tax or other tax levied by such government authority or agency on the Interest or any other amount payable to the Lender.

### **3. TERM AND DISBURSEMENT**

- 3.1. **The term of the Loan shall be for the period specified in Schedule I ("Term").**
- 3.2. **The Loan will be disbursed by the Lender in its absolute discretion, at the request of the Borrower and upon the acceptance by the Borrower of the Sanction Letter, in one or more tranches (each, a "Disbursement") in accordance with Schedule I hereto. The amount of the Loan disbursed in accordance with this Clause shall be referred to as the "Disbursed Amount".**
- 3.3. The Disbursement of the loan amount shall either be directly to the Borrower/ Seller/Third party or in any other manner as determined by lender.
- 3.4. Notwithstanding anything contained herein, the Borrower shall avail of the Loan within 90 (Ninety) days from the Sanction Date or by such extended date as determined by the Lender failing which the Lender will not be under any obligation to disburse the Loan amount to the Borrower. Thereafter, the Lender reserves the right to terminate the right of the Borrower to avail the Loan.

### **4. CONDITIONS PRECEDENT**

- 4.1. The Loan amount will be disbursed by the Lender to the Borrower as specified in Schedule I, subject to the fulfilment of the following conditions precedent prior to the disbursement:
  - 4.1.1. The Borrower shall have secured to the satisfaction of the Lender, the principal amount of the Loan, together with all interest, costs, expenses and all other charges whatsoever due and payable by the Borrower to the Lender in respect thereof, by creating a first charge by way of entering into Equitable/ Registered Mortgage or collateral over the Asset financed out of the Loan ("Security").
  - 4.1.2. The Borrower shall have executed and delivered to the lender, such cheques/ PDCs/ SI/ ADM/ ACH, such other payment instructions/ modes in such form and manner as required by the lender.
  - 4.1.3. The Borrower shall have delivered to the Lender, proof of payment by the borrower, of his/her contribution to the acquisition/purchase of the Asset.
  - 4.1.4. The Borrower shall execute, in favour of the Lender, the following documents:
    - (a) A demand promissory note in the format as provided in Schedule II hereto.
    - (B) An undertaking that the Lender shall have lien over the Mortgage Property/Asset of the Borrower and the right of set off against any monies due to the Lender from the Borrower under this Agreement.

### **5. REPAYMENT & PREPAYMENT**

- 5.1. The Borrower shall, if not demanded earlier by the Lender in accordance with this Agreement, repay the Loan and pay the Interest that is due from time to time by way of Instalment(s) in accordance with the Repayment schedule contained in the **Schedule I** herein, or as may be specified by the Lender.
- 5.2. The Guarantor agrees and guarantees that if the Borrower makes any default in performance of any terms of this

Agreement, or any default with respect to payment of any amount due under this Agreement, including the Loan amount, the Guarantor shall, forthwith on demand, without demur and irrespective of dispute or differences pending between the Lender and the Borrower, pay to the Lender such amount in payment whereof the Borrower has defaulted.

- 5.3. For the purposes of Clause 5.2 above, a notice of demand by the Lender, against the Borrower shall be the final and conclusive evidence that the Borrower has defaulted and the Guarantor shall not be entitled to challenge such notice of demand.
- 5.4. The Obligor agrees that time shall be the essence of this Agreement. The Obligor's obligation to repay the Loan and the Interest thereon is absolute.
- 5.5. The payment of Instalments shall commence and continue from the Effective Date or any other date as determined by the Lender.
- 5.6. In case of any delay in payment or part payment or Instalments, the Lender is entitled to levy late payment charges on the pending instalment the Borrower as per the rate (in %) specified in Schedule I hereto. The late payment charges so levied shall be added to the outstanding amount payable and subject to Interest.
- 5.7. The Obligor agrees that the Obligor's obligation to Repay the amount, under this Agreement is independent of the condition of the Asset or the ability of the Obligor to Repay.
- 5.8. Notwithstanding anything contained herein, the Lender reserves the right to, at any time or from time to time, review and reschedule the Repayment schedule or restructure the Repayment schedule specified in **Schedule I** hereto, in such manner and to such an extent as the Lender may decide in its sole discretion. The Obligor agrees and acknowledges that any revisions to the Repayment schedule, including revision of the Schedule permitting the Lender to seek immediate Repayment of the entire Loan Amount, shall be binding on the Obligor prospectively.
- 5.9. The Borrower may pre-pay the whole or part of the loan amount together with interest outstanding thereon at any time by giving the Lender a 30 (Thirty) day prior notice. In the event that the Borrower exercises his/her/its right to pre-pay the whole or part of the loan amount, the Lender shall be entitled to levy in addition to the entire due amount payable to the Lender, prepayment charges at the rate specified in Schedule 1 hereto. The mode /method of remitting the prepayment amount can either be the current repayment mode or cash deposit (As per Regulatory Guidelines) at the branch or to an authorized representative or any other digital modes of repayment which the lender will facilitate from time to time for which transfer proof is to be submitted by the borrower. Such Pre-payment of the loan amount shall be allowed only after 12 months from the date of disbursement.
- 5.10. The customer can however make part payment only once during any financial year.
- 5.11. The Guarantor agrees that the Guarantor would not be discharged from his/her/its liability upon the death, insolvency, or winding up (if applicable) on the Borrower.

## **6. Account classification**

- 6.1. As per RBI guidelines, account classification shall strictly be on the basis of number of days Instalment remains overdue from the last cycle date where dues were paid or from the first due date in case of new loan. Account shall be classified as:
- SMA 0 for dues up to 30 days.
  - SMA 1 for dues greater than 30 days but up to 60 days.
  - SMA 2 for dues greater than 60 days but up to 90 days.
  - Non-Performing Asset (NPA) for dues beyond 90 days.

- 6.2. Illustration: For example if the last Instalment was due on 5th November, 2021, and remains unpaid, the **account shall be deemed to be:**

SMA 0 up to 30 Days past Due (DPD) which in this case shall be 5th December, 2021.

SMA 1 at the End of the day on 5th December, 2021.

SMA 2 at the End of the day on 4th January, 2022.

NPA at the End of the day on 3rd February, 2022.

It is also imperative to note that the concept of number of days past due shall apply to the accounts once the day end process is completed on the concerned date as mentioned in the illustration above.

- 6.3. Once the account is classified as NPA, it shall continue to remain NPA till the time entire arrears of Principal and Interest are cleared and declared Standard.

## **7. SECURITY**

- 7.1. As Security for the due payment and discharge by the Borrower of all or any sums payable to the Lender for the Loan, and all obligations that the Borrower has under this Agreement, the Borrower hereby agrees to Mortgage Property/Asset described in **Schedule I** hereto, in favour of the Lender. The Borrower agrees that the Mortgaged Property/Asset with all its accessories and additions thereto shall stand hypothecated in favour of the Lender by way of first and paramount

charge for the duration of the Term or till the time any amount is due and payable to the Lender under this Agreement, whichever comes later.

- 7.2. The hypothecation shall be deemed to take place from the date of receipt of delivery of the Asset by the Borrower and shall remain in force till the entire Repayment is made in full.
- 7.3. The hypothecation shall be deemed to be the first and exclusive charge created in favour of the Lender to secure its dues under this Agreement.
- 7.4. The Borrower undertakes to neither create any mortgage, charge, pledge, lien or any other encumbrance including entering into any negative covenant or lien upon or relating to the Mortgage Property/Asset during the subsistence of this Agreement, nor part with the possession, give on hire, lease, or do any other act, deed or things which may impair the Security of the Asset in favor of the Lender.
- 7.5. The Borrower agrees that the Mortgage Property/Asset shall also be Security for all other monies that may be due and payable by the Borrower under this Agreement or any other agreement with the Lender, whether during the subsistence of this Agreement or thereafter.
- 7.6. The Security so created under this Agreement shall be enforceable for long as any amount remains outstanding from the Borrower, as determined by the Lender, until the Lender via a written notice / certificate, discharges the Security by stating that the Repayment (or Prepayment, as the case may be) has been made in full by the Borrower.
- 7.7. The Obligors agree that the Facility together with all interests, costs, fees and expenses and all other monies payable in terms of this Facility Documents and stipulated herein or any other finance or moneys due from time to time from the Obligors to the Lender in whatsoever capacity, shall be secured by creation of first and exclusive charge by way of mortgage of the Mortgage Assets as more particularly set out in **Schedule I** hereto in favour of the Lender on the terms and conditions as more particularly provided in the T&Cs and in the form and manner acceptable to the satisfaction of the Lender. The Obligors shall execute Mortgage Documents as may be stipulated by the Lender to create the mortgage over the Mortgage Assets of the Obligors under the terms of the Facility Documents.
- 7.8. The Obligors further agree that the Obligors shall promptly provide and furnish such other Security as more particularly set out in **Schedule I** hereto.
- 7.9. The Obligors shall ensure that all the title deeds in relation to the Property which is/are provided as Security shall be deposited with the Lender.

## **8. REPRESENTATIONS AND WARRANTIES**

8.1. With respect to this Agreement, each of the Obligor represents and warrants that:

- 8.1.1. The Obligor or the representatives of the Obligor executing this Agreement has/have adequate legal capacity to enter into and execute this Agreement and the documents to be executed in pursuance thereof, and are duly and properly authorized to do so.
- 8.1.2. The Obligor is not restricted, regulated or prevented in any manner under any law, statute, judgment, decree, ruling and contract or otherwise from executing and undertaking the obligations in the manner provided in this Agreement. Upon execution, this Agreement shall be a valid and legally binding commitment of the Borrower enforceable against him/her under the terms and conditions specified in this Agreement.
- 8.1.3. There are no Claims pending or are likely to be filed or taken (whether civil or criminal or otherwise) against the Obligor of any nature whatsoever.
- 8.1.4. All particulars and details submitted in the Application Form attached herewith, and documents submitted along with Application Form (if required) are true, correct, complete and up to date in all respects whereby no material detail has been concealed which would have an effect on the Lender's decision to grant and disburse the Loan.
- 8.1.5. The Obligor agrees to sign a declaration form in the format provided in **Schedule III** hereto that he/she has been read out the terms of this Agreement in vernacular language understood by him/her.
- 8.1.6. The Obligor undertakes to immediately notify the Lender in writing if the Obligor becomes aware of any circumstances arising after the Effective Date which would have a material effect on the Borrower's ability to make the Repayment or which may lead to the Borrower breaching any of the terms of this Agreement.
- 8.1.7. The Obligor agrees that the Lender has no liability for any representation or statement not made directly by the Lender to the Obligor.
- 8.1.8. At the time of signing of this Agreement, no Event of Default (as defined below in Clause 10) has occurred and there is presently no event or circumstance which would qualify as an Event of Default.
- 8.1.9. All representations and warranties made herein are true and accurate to the knowledge of the Obligor.
- 8.1.10. The Obligor undertakes to inform the Lender immediately, if any representation or warranty under this Clause 8 becomes incorrect or untrue at any time.



- 8.2. With respect to the Security, the Borrower represents and warrants that:
- 8.2.1. The Borrower shall do all acts, deeds or things as may be required by the Lender for perfecting the Mortgage Property/Asset of the Security created herein and the rights, powers and remedies hereby conferred.
  - 8.2.2. The Borrower has obtained all authorizations, approvals, consents, licenses and permissions required in relation to this Agreement, related documents and the Mortgage Property/Asset. The Borrower has paid all taxes and statutory dues payable by him/her under Applicable Laws and has not received any demand, Claim or notice from any Person regarding the Mortgage Property/Asset.
  - 8.2.3. The Borrower hereby agrees to neither Transfer the ownership of the Asset till the Repayment is completed in full, nor assign his/her right / interest in the Mortgage Property/Asset to any third person, without the written consent of the Lender.
  - 8.2.4. The Borrower agrees that the Mortgage Property/Asset shall be comprehensively insured (at his/her own expense during the continuance of the Security) with such insurance company as may be required by the Lender against all Losses and damages by riot, civil commotion risks, accident, fire, theft and all other risks usually covered by insurance including third party risks.
  - 8.2.5. The Borrower agrees to maintain the insurance policy procured for the Mortgage Property/Asset in full force and effect during the pendency of the Security and not to do or cause to be done anything whereby the policy gets vitiated. Further the Borrower agrees to renew the policy from time to time and ensure that the Mortgage Property/Asset remains insured throughout the Term or till the Repayment has been made in full, whichever comes later.
  - 8.2.6. At the discretion of the Lender, the Borrower agrees to allow the Lender to procure the insurance on the Mortgage Property/Asset on behalf of the Borrower and pay the premiums thereunder. The benefits of the insurance policy procured under the above Clauses 8.2.4 and 8.2.5, shall vest primarily with the Lender till such time that the Loan is paid in full. All proceeds of the insurance shall be first available to the Lender to adjust the dues payable under this Agreement. However, any non-payment of insurance premiums on the part of the Lender due to any reason including occurrence of any Event of Default (as defined below in Clause 10) by the Borrower, will not affect the liability of the Borrower to pay the necessary insurance premium and to keep the Mortgage Property/Asset insured.
- 8.3. With respect to Repayment, the Obligor represents and warrants that he/she shall during the pendency of this Agreement:
- 8.3.1. Pay the Instalment amounts promptly on the Due Dates as specified in **Schedule I** here to, duly and promptly, irrespective of any loss of the Asset or defect in the Asset or any reason whatsoever, without arrears / reminders.
  - 8.3.2. Maintain sufficient balance in the account of the drawee bank for honouring post-dated cheques and not issue any "Stop Payment" instructions, if applicable.
  - 8.3.3. Pay at his/her sole cost and risk and without any exposure to the Lender - all rates, assessments, taxes and other outgoings levied by the Government, Regional Transport Authority or any other authorities, payable on the Mortgage Property/Asset, independent of the Loan amount. The Borrower further agrees to provide copies of receipt of charges, taxes, assessments or outgoings on the Mortgage Property/Asset, if and when demanded by the Lender at the expense of the Borrower.
  - 8.3.4. Pay at his/her sole cost and risk and without any exposure to the lender-various charges for taking over possession of the Mortgage Property/Asset like arbitration, legal, legal notices and others such expenses incurred by the lender for effecting the repossession of the asset and any other repossession charges borne by either the Borrower or borne by the lender and thereafter reimbursed from the Borrower.
  - 8.3.5. Pay or reimburse all expenses incurred by the Lender after an Event of Default (as defined below in Clause 165 has occurred in connection with the preservation of the Mortgage Property/Asset.
  - 8.3.6. Pay all premiums payable for the insurance as mentioned in the above Clause 8.2.4 and Clause 8.2.5. The insurance policy to be taken out hereunder shall be in the name of the Borrower and the Lender shall be described as "Loss Payee" under such insurance. If the Loan amount has been obtained for financing an existing Asset, the insurance of such Asset shall also be endorsed in favour of the Lender as a "Loss Payee".
  - 8.3.7. Reimburse the Lender with the payment in lieu of insurance made by the Lender on behalf of the Borrower, in accordance with the above Clause 8.2.6.
  - 8.3.8. In the event that there are multiple borrowers under this Agreement, then all Clauses contained in this Agreement, specifically pertaining to the Loan amount and other amounts payable by the Borrower under this agreement shall apply mutatis mutandis to the Co-Borrower as if the term "Borrower" also meant or included by implication, the Co-Borrower. Further, without prejudice to the liability of the Borrower to repay the Loan, the co-Borrower hereby agrees that the co-borrower shall also be liable, jointly and severally, with the Borrower, for

the Repayment of the Loan amount and all other amounts payable by the Borrower under this Agreement, and for performance of the Borrower's obligations under this Agreement.

- 8.3.9. In the event that the Repayment has been guaranteed by the Guarantor of the Borrower, all the obligations and liabilities pertaining to Repayment shall apply mutatis mutandis to the Guarantor.

## 9. INDEMNIFICATION

- 9.1. The Obligor agrees and undertakes to indemnify and keep indemnified the Lender against all liabilities (including third party liability) arising from any Losses related to the Mortgage Property/Asset or any part thereof by way of seizure by any Person other than the Lender for any reason whatsoever or resulting from any legal process instituted by any Person other than the Lender.
- 9.2. The Obligor agrees and undertakes to indemnify the Lender or any other Persons claiming on behalf of the Lender against any Losses by reason of damage to or destruction or loss of the Mortgage Property/Asset for any cause whatsoever or by reason of any claim against them.
- 9.3. The Obligor agrees and undertakes to indemnify the Lender from any harm through any suits, Claims, whether civil or criminal by any other Person whatsoever arising out of the possession, operation and use of the Mortgage Property/Asset.
- 9.4. The Obligor further agrees and undertakes to indemnify the Lender against Losses or damage which the Lender may sustain or incur as a consequence of any default by the Obligor in the performance of both the Obligor's express and implied obligations under this Agreement.

## 10. EVENTS OF DEFAULT

- 10.1. Any one of the below mentioned acts of the Borrower, shall constitute **Events of Default**:
- 10.1.1. Failure to effect payment of any one Instalment on the Due Date, as specified in **Schedule I** hereto.
- 10.1.2. Misrepresentation of any facts, producing false documents or failing to produce documents when called for by the Lender.
- 10.1.3. Permanent disability rendering the Borrower unable to operate or to earn the means to pay back the Lender death/insolvency of the Borrower.
- 10.1.4. Transfer of or creation of encumbrance on the Mortgage Property/Asset by the Borrower.
- 10.1.5. Failure to pay any statutory levies such as taxes, fees, charges etc.
- 10.1.6. Failure to pay insurance premium and/or tax on insurance premium.
- 10.1.7. Use of the Mortgage Property/Asset contrary to Applicable Laws or insurance rules.
- 10.1.8. Confiscation or attachment of the Mortgage Property/Asset for any execution proceedings by any Government authority.
- 10.1.9. In case of payment by post-dated cheques, any post-dated cheque issued by the Borrower that is not honoured for any reason whatsoever including the intimation of a "Stop Payment" order from the Borrower to its respective bank.
- 10.1.10. Breach of any one of the Representations and Warranties made by the Borrower in the above Clause 7.
- 10.1.11. Breach of any obligations of the Borrower under this Agreement, or any other act, which in the opinion of the Lender jeopardizes the interest of the Lender.

## 11. RIGHTS OF LENDER

- 11.1. In case of default in Instalment, by reason of the cheques issued by the Obligor not being honoured or failure of payment through the ECH or ADM or any other method, the Lender may initiate legal proceedings under the Negotiable Instruments Act, 1881, the Payment and Settlement Systems Act, 2007 or any other legal remedies available under the Applicable Laws.
- 11.2. The Lender shall not in any way be responsible for delay, omission or neglect in encashment, damage or loss of any cheques (already given or to be given by the Obligor to the Lender in terms hereof) for any reasons whatsoever. Further, no interest or compensation shall be payable by the Lender in respect of the same.
- 11.3. The lender is not required to provide notice or intimation to the Borrower prior to the presentation of any post-dated cheque.
- 11.4. Without prejudice to the Lender's or the Borrower's other rights, if the Borrower fails to pay any amount payable under this agreement or of any amount becoming due and payable, or any Event of Default occurs, the Lender is entitled to take steps towards getting the physical possession of the Mortgage Property/Asset and dispose or otherwise deal with the Mortgage Property/Asset to enforce the Security and recover the outstanding Loan amount by the following process:
- 11.4.1. The Lender shall give 15 (Fifteen) day prior notice to the Borrower before inventory symbolic possession of the Mortgage Property/Asset, thereby giving an opportunity to the Borrower to settle the outstanding dues

payable. If the outstanding dues payable as specified in the notice are not fully discharged within the stated period, the Lender shall have the absolute right to take possession of the Mortgage Property/Asset.

11.4.2. The Lender shall be entitled to take possession of the Mortgage Property/Asset by authorizing such Person(s) as the Lender considers appropriate and to repossess the Mortgage Property/Asset.

11.4.3. The Borrower agrees and undertakes not to prevent or obstruct the Lender or the Person authorized by the Lender to take possession of the Mortgage Property/Asset. The Borrower further agrees that the Lender and its authorized representatives will have unrestricted right of entry in into the Mortgage/Property/ Survey the Mortgage Property/Asset.

11.5. Despite intimation by the Lender, if the Borrower fails to settle the outstanding dues along with all other charges and expenses prior to sale/auction of the Mortgage Property/Asset, the Lender shall be entitled to recall the entire Loan and sell, give on hire, or otherwise deal with the Mortgage Property/Asset by public or private auction or private sale or any other means of Transfer as determined by the Lender. The net proceeds of such Transfer thereof shall firstly accrue towards the satisfaction of all costs incurred in respect of effecting such Transfer, secondly towards payment of the balance of the Interest and other sums payable by the Borrower to the Lender and then towards the outstanding principal amount of the Loan as specified in Schedule I hereto.

11.6. The Lender will hand over possession of the Mortgage Property/Asset to the Borrower after repossession of the Mortgage Property/Asset and before concluding the Transfer of the Mortgage Property/Asset, only after the Loan amount and any other dues owed by the Borrower to the Lender under this Agreement are cleared in full by the Borrower.

11.7. Notwithstanding anything contained in this Agreement, the Lender shall be entitled to repossess the Mortgage Property/Asset without prior notice at any time during the Term, whether the entire Loan amount has been recalled or not, in the absolute discretion of the Lender, if there is any likelihood that the dues of the Lender will not be paid by the Borrower and/or the Mortgage Property/Asset is likely to be transferred by the Borrower to defeat the Security of the Lender.

11.8. The Lender shall be entitled to recover all expenses, as stipulated by the Lender incurred in taking over the possession of the Mortgage Property/Asset. Neither the Lender nor any of its authorized representatives shall be liable for any loss, damage, depreciation of the Mortgage Property/Asset, or any other acts done for taking over the possession of the Mortgage Property/Asset.

11.9. The Lender is entitled to adjust the insurance premium remitted by the Borrower towards default in payment of any Instalment. The Borrower indemnifies the Lender from any loss or damages which may accrue due to the non-payment of insurance premiums.

11.10. Without prejudice to the right to perform such activities through itself, or through its officers or employees, the Lender is entitled to appoint one or more third parties and to delegate to such third party, all or any of its functions, rights and powers under this Agreement relating to administration of the Loan, including the right and authority to collect and receive on behalf of the Lender, from the Obligor, all due and unpaid amounts. In such an event, the Lender may also disclose the all the information provided by the Obligors under this Agreement and the Application Form with such third parties.

## **12. INFORMATION RIGHTS OF THE LENDER**

12.1. The Obligor shall inform the Lender in the event any harm or damage is caused to the Mortgage Property/Asset within 7 (Seven) days of happening of such event.

12.2. The Obligor shall immediately notify the Lender in the event any circumstance arises which affects the Obligor's ability to make Repayment of the Loan Amount within the time specified and the schedule provided in **Schedule I** hereto.

12.3. The Obligor shall immediately notify the Lender in the event any circumstance arises which may affect the performance of any of the his/her obligations under the Agreement.

12.4. The Borrower shall immediately notify the Lender of any change in his business, Mortgage Property/Asset capacity to Repay, change in income, or any properties owned by him/her.

12.5. The Obligor shall immediately notify the Lender of any change in the information provided by him/her in the Application Form or any Schedule hereto.

## **13. TERMINATION**

13.1. This Agreement shall expire / terminate at the behest of the Lender on the occurrence of any one of the following events:

13.1.1. Repayment of the entire Loan amount, interest thereon and all other charges levied by the Lender and/or the relevant authority under Applicable Laws.

13.1.2. Occurrence of any Event of Default as specified in the above Clause 10.



13.1.3. Recalling of the Loan by the Lender.

13.1.4. Failure of the Borrower to avail of the Loan within 90 (Ninety) days from the Effective Date.

13.2. Termination of this Agreement shall be without prejudice to all the rights and remedies under Applicable Laws available to the Lender, including the right to seek, as an alternative to termination, specific performance of obligations under the Agreement or terminate the Agreement and seek Losses for the breach committed from the Borrower during the period prior to such termination.

13.3. The termination of this Agreement shall not relieve any Party of any obligations or liabilities accrued prior to the date of termination.

#### 14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1. Parties agreed that in case of any dispute, difference or claims in regard to this Agreement, the same shall be referred to Arbitration to Pramila Devi International Arbitration & Dispute Resolution Council having CIN No. U85190DL2022NPL395607 Or Others. The Arbitration proceedings shall be conducted under the specific provisions of the Arbitration and Conciliation Act, 1996 (as amended up to date) and or any amendments made thereto. Both the parties hereby agree that the Venue of the Arbitration shall be decided by the Arbitration institute namely Pramila Devi International Arbitration & Dispute Resolution Council preferably within the jurisdiction of New Delhi, India. The language of the Arbitration is agreed to by both Parties as English. The award passed by the Arbitrator so appointed by the Arbitration institute namely Pramila Devi International Arbitration & Dispute Resolution Council shall be final and binding on the Parties.

14.2. Notwithstanding anything contained herein above, the Lender reserves the right to, at its option, also enforce the security under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI Act") or proceed to recover dues from the Obligors under the SARFAESI Act and/or the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 ("DRT Act") or any other Applicable Law / Provisions of Law.

14.3. **JURISDICTION:** Subject to the provisions of the above Clause as well as any other disputes related to the present agreement the Courts at Delhi / New Delhi, India Only shall have exclusive jurisdiction to determine any other disputes arising out of or in relation to this Agreement. It is further agreed by the parties that the Lender shall be entitled to take proceedings relating to a dispute in any court / tribunal of any place with jurisdiction. Nothing in this clause shall be construed as prohibiting a party or its affiliate from applying to a court for interim injunctive relief.

#### 15. MISCELLANEOUS

15.1. **Transfer, Assignment & Securitization:** The Lender is entitled to Transfer, assign or create additional charge on the Mortgage Property/Asset, in whole or in part, to any third party. Any such Transfer, assignment and/or securitization shall conclusively bind the Borrower. The Borrower will be bound to accept any such third party as creditor exclusively or as a joint creditor with the Lender. The Borrower agrees to allow the third party the authority to proceed for collection of dues from the Borrower. The Borrower shall not assign or Transfer all or any of its rights, benefits and obligations hereunder.

15.2. **Entire Agreement:** This Agreement, the Schedules hereto and all documents attached herewith, constitute the entire understanding between the Parties with regard to the subjects hereof and shall supersede and extinguish any previous drafts, agreements or understandings between all or any of the Parties (whether oral or in written) relating to the subject matter herein.

15.3. **Severability:** The invalidity or unenforceability of any provision in this Agreement shall in no way affect the validity or enforceability of any other provision herein. In the event of the invalidity or unenforceability of any provision of this Agreement, the Parties will immediately negotiate in good faith to replace such a provision with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.

15.4. **Amendments and Waiver:** No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

15.5. **Benefit of the Agreement:** This Agreement shall be binding upon and enure to the benefit of each Party hereto and its / his/her successors and/or assigns who in the case of the Borrower shall be the person permitted as assignee by the Lender on the terms and conditions satisfactory to the Lender. The Lender shall have the absolute discretion to pass on the benefit of this agreement to the legal representative of the Borrower even if he/she is willing to perform and comply with the requirements and obligations under this Agreement.

15.6. **Notices:** Unless otherwise provided herein, all notices or other communications to be given shall be made in writing and by letter (hand delivered with due acknowledgement or registered post) or email communication (followed by written notice by registered post) and shall be deemed to be duly given or made, in the case of personal delivery, when delivered, or, in the case of a letter, 5 (Five) calendar days after being deposited in the post (by registered post, with acknowledgment due), postage prepaid, to such Party at its address specified in the name clause herein above or at such other address as such Party may hereafter specify for such purposes to the other by notice in writing.

.....  
Signature of Borrower

.....  
Signature of Co-borrower

.....  
Signature of Co-borrower

.....  
Signature of Guarantor

.....  
Signature of IKFL Representative

- 15.7. **Survival:** All the provisions in this Agreement, which by their nature are intended to survive termination of this Agreement hereof shall survive termination of this Agreement.
- 15.8. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts.
- 15.9. **Collateral Documents:** The Lender is obliged to safe keep collateral documents/property documents and ensure utmost safety against all forms of perils, natural or other wise in case of unfortunate event resulting collateral document/property papers getting damaged or misplaced, The Lender shall support the Borrower in every way possible in arranging the certified true copy of original registered title documents without any cost incurred on Borrower/s.

## 16. Guarantee

- (a) In consideration of the Lender, at the request of the Guarantor, granting the Facility to the Borrower on the terms and conditions appearing in the T&Cs and this Agreement, the Guarantor, hereby guarantees the due payment and discharge of all the Obligors' liabilities to the Lender and performance of the obligations of the Obligors under this Facility Documents, whether such liability is incurred before or after the date hereof, and whether incurred by the Obligors alone or jointly with other(s), and in whatever capacity whether as Obligor or surety or otherwise and whether such liabilities have matured or not, and whether they are absolute or contingent, including all liabilities in respect of advances, letters of credit, cheques, hundis, bills, notes, drafts and other negotiable or non-negotiable instruments drawn, accepted, endorsed or guaranteed by the Obligors, and in respect of interest with monthly/quarterly rests, commission and other usual or reasonable banking charges and in respect of all costs, charges and expenses which the Lender may incur in paying any rents, rates, taxes, duties, calls, instalments, legal or other professional charges, or other outgoings whether for insurance, repairs, maintenance, management, realization or otherwise in respect of the Mortgage Assets or any other property, movable or immovable, or any chattels or actionable claims of scrip securities or title deeds pledged, mortgaged or assigned to or deposited with the Lender as security for the due payment and discharge of the Obligor's liability to the Lender.
- (b) The Guarantor hereby undertakes and covenants to abide and comply with the Guarantor's undertaking as more particularly given in the T&Cs.

## 17. Costs and Expenses

The Obligors shall be liable to pay Dishonour Charges, prepayment/foreclosure charges, Account Maintenance Charges, collection charges, Payment Instrument swapping charges, CERSAI charges and such other charges, costs, expenses, related to and arising out of Facility as set out in Schedule I hereto. The Lender in its sole and absolute discretion reserves the right to periodically review, revise, re-negotiate, waive any such charges or levy any new charges. Notwithstanding the same, the Lender also reserves the right to review and revise such charges in accordance with regulatory guidelines. Any revision in such charges or levy of new charges shall be updated by the Lender on its website ([www.kisanfinance.com](http://www.kisanfinance.com)) or otherwise intimated to the Obligors. The Obligors shall be liable to pay such charges without any demur or delay and shall not be entitled to raise any objections.

## 18. Disclosure

The Obligors hereby agree and consent for disclosure and sharing of the information and data and for being contacted vide various communication modes notwithstanding their names and / or numbers appearing in the Do Not Call or Do Not Disturb registry, as per the terms and conditions contained in the T&Cs.

## 19. Other Conditions

- (a) The Obligors shall abide by all terms and conditions as specified in the T&Cs including without limitation general and special covenants mentioned therein, which shall form an integral part of this Agreement as if incorporated herein. In case of any inconsistency or repugnancy between the terms of this Agreement and the T&Cs, the terms of this Agreement shall prevail.
- (b) Nothing contained herein shall limit the rights of the Lender to enforce this Agreement independently and in exclusivity to any other Facility Documents.
- (c) The Obligors hereby state that the Obligors have read and understood the T&Cs, a copy of which is available on the website ([www.kisanfinance.com](http://www.kisanfinance.com)) and at the branches of the Lender, and hereby agree to be bound by the terms and conditions as contained in the T&Cs read with this Agreement. The Obligors hereby state and confirm that they have entered into the Facility Documents voluntarily and knowingly and out of their own free will, volition and accord and have not done so pursuant to any duress, coercion and/or undue-influence.
- (d) The Obligors shall adhere to the timelines set out in Schedule I hereto.
- (e) Notwithstanding anything contained in the Facility Documents, the Lender may at its sole and absolute discretion, without assigning reasons, and without notice to the Obligors, cancel the Facility or any part thereof and/or demand

immediate repayment of all Outstandings under/in relation to the Facility. The Lender shall intimate the Borrower regarding such cancellation.

## 20. Miscellaneous Terms

- (a) This Agreement is the Specific Agreement as referred to in the T&Cs.
- (b) The contents of this Agreement and the T&Cs were read out, explained and interpreted to the Obligor in their respective vernacular language and thereafter the Schedule 1 to this Agreement were duly filled in and understood by the Obligor and the signatures of the Obligor were taken on this Agreement.
- (c) This Agreement may be amended only in writing and upon signature by all the parties and no oral amendment shall be valid or be deemed to be an amendment to this Agreement.
- (d) IKFL not responsible for any kind of compensation if customer not collecting property documents from IKFL office/branch within 30 days of loan closure.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED AND HEREUNTO SIGNED THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN**

Signed and delivered by the within named Lender <b>IFFCO KISAN FINANCE LIMITED</b> by the hands of its Authorized Signatory/ Constituted Attorney Mr.	For <b>IFFCO KISAN FINANCE LIMITED</b>   Authorised Signatory/ies
Signed and delivered by the within named <b>BORROWER/S</b> Mr./Ms. M/s.	<b>BORROWER/S SIGNATURE</b>
through the hands of its Authorised Signatory/s Mr./Ms.	
and Mr./Ms.	
Signed and delivered by the within named <b>CO-BORROWER/S</b> Mr./Ms./M/s.	<b>CO-BORROWER/S SIGNATURE</b>
through the hands of its Authorised Signatory/s Mr./Ms.	
and Mr./Ms.	
Signed and delivered by the within named <b>GUARANTOR/S</b> Mr./Ms./M/s. through the hands of	<b>GUARANTOR/S SIGNATURE</b>
its Authorised Signatory's Mr./Ms.	
and Mr./Ms.	

# SCHEDULE 1

SCHEDULE AND KEY FACT STATEMENT			
Loan Agreement No./App No.		• Place of Agreement / Branch Name	
Agreement Date (DD/MM/YYYY)		• Borrowing Purpose (END USE) (Personal/Business)	
Lending Branch / Regional Office Address			
Borrower's Constitution			
Name and Address of the Borrower	Name: Address:		
Name, Constitution and Address of the Co - Borrower / Guarantor	Name: Address:		Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Non Individual
Name, Constitution and Address of the Co - Borrower / Guarantor	Name: Address:		Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Non Individual
Name, Constitution and Address of the Co - Borrower / Guarantor	Name: Address:		Constitution: <input type="checkbox"/> Individual <input type="checkbox"/> Non Individual

LOAN DETAILS			
Loan Amount		Tenure	
Loan Number / App No.		Instalment Frequency	Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Half Yearly <input type="checkbox"/> Yearly <input type="checkbox"/>
Instalment Start Date:		Fixed/Floating ROI	Fixed <input type="checkbox"/> Floating <input type="checkbox"/>
Instalment End Date:			
Number of Instalments:			
Instalment Amount:			
Number of advance instalments (If any) Amount: _____		Instalment Mode	(a) Advance <input type="checkbox"/> (b) Arrears <input type="checkbox"/> (Please tick)
Details of security/collateral obtained (Property Address) : _____ _____ _____			
Additional collateral details (If any) _____			
<b>All charges applicable as per MITC (All charges are non-refundable &amp; applicable post disbursement of the loan proceeds)</b>			
Processing Fee**: _____ % Loan Amount		Statutory Charges – As Applicable in the respective states.	
Cheque/SI/ADM/ACH/NACH Return Charges: INR _____ per instance (without prejudices to Lender's civil & criminal rights and remedies)		Cheque/ADM/SI/NACH Swap Charges: INR _____ per instance	
Roll Over PDC Charges: INR _____		Bounce Charges: INR _____	
Pre-payment / Part Payment Charges: _____ % on POS		CERSAI Charges: INR _____	
Foreclosure charges: _____ % on POS		Legal / Arbitration Charges: At Actual _____	
Loan cancellation: INR _____		Loan Re-schedulement / Re-booking charges: INR _____	
Collection /EMI pick up charges per Visit: INR _____		Statement of Account/Foreclosure Statement per instance: INR _____	
NOC Issuance Charges: INR _____		Payment Swapping Charges: INR _____	
LOD Charges: INR _____		Repossession Charges: INR _____ At Actual _____	
<b>Overdue Interest/Late Payment charges+ AFC (Additional Finance Charges) 6% P.A, above current applicable interest rate</b>		Credit Bureau Reports Charges (only on request): INR _____ per instance	
Duplicate No Due's Certificate / NOC: INR _____ per instance		Duplicate Amortization Schedule Charges: INR _____ per instance	
Legal, Repossession & Incidental charges: At actuals		Stamp Duty, taxes & other Statutory charges: At actuals, as per applicable laws on the all above-mentioned components.	
PDC charges INR _____ per instance		Legal Charges: INR _____	
Documentation charges: INR _____		Technical Charges: INR _____	
Initial Processing Fees: INR _____		Date by which annual outstanding balance statement will be issued:	
BPI Amount: INR _____			
All other charges, commission and fees shall be applicable at the rate mentioned in the application form or as stipulated by Lender from time to time			
Where ever notified GST and/or other government levies, as applicable, would be charged additionally at the applicable rates			
*POS- Principal Outstanding, **As per IKFL norms			

Place of Arbitration	Delhi	Please Specify:
Jurisdiction	Delhi	Please Specify:

Repayment Schedule	Monthly Installment (MI) Amount Rs.	No. of Monthly Installment (MI)	Period		Payable monthly on or before	
			From	To	5th of every month	
Additional Interest	i)	For default in payment of interest and/or principal amounts- _____% P.A.				
	ii)	For non-creation of security- _____% P.A.				
	iii)	For delay in filing Charge before Registrar of Companies: _____% P.A.				
	iv)	For delay or non-submission of the title documents/Financial Statements/other documents as required under the Facility Documents _____% P.A.				
Repayment Option (Tick, whichever is applicable)	i)	Option 1 - PMII <input type="checkbox"/>				
	ii)	Option 2 - Monthly instalment on full amount <input type="checkbox"/>				
	iii)	Option 3 - Monthly Instalment on the disbursed amount <input type="checkbox"/>				
	iv)	Prior to Commencement of Monthly Instalments, the Borrower shall be liable to pay the Lender the PEMI (if applicable) <input type="checkbox"/>				

### ( The Borrower )



Signature: .....

Name: .....

Date: .....

### ( The Co-Borrower )



Signature: .....

Name: .....

Date: .....

### ( The Co-Borrower )



Signature: .....

Name: .....

Date: .....

### ( The Co-Borrower )



Signature: .....

Name: .....

Date: .....

### ( The Guarantor )



Signature: .....

Name: .....

Date: .....

### ( For and on behalf of the Lender )



Signature: .....

Name: .....

Date: .....

**Dated:**

**To,**

**The Manager,**

**IFFCO KISAN FINANCE LIMITED**

Registered Office: IFFCO Sadan, C-1, District Centre, Saket Place, New Delhi-110017

Corporate Office: 3rd Floor, IFFCO Tower-1, Plot No. 3, Sector-29, Gurugram-122001, Haryana

Sir,

**Subject: Disbursement Request Letter**

I have been sanctioned MSME Loan Against Property / LAP BT/ LAP Top-Up of Rs. \_\_\_\_\_  
from IKFL vide Account No. \_\_\_\_\_ I, hereby, request you to arrange  
the disbursement as follows:

Name of Payee	Bank Name & Account No	Amount (Rs.)

I shall collect the disbursement only after fulfilling all necessary documentation as required by IFFCO KISAN FINANCE LIMITED.

Thanking You

Yours Faithfully,

.....  
Name / Signature of Main Applicant

## SCHEDULE II

## DEMAND PROMISSORY NOTE

**Date:** .....

**Place:** .....

To,

**IFFCO Kisan Finance Limited**

Registered Office: IFFCO Sadan, C-1, District Centre, Saket Place, New Delhi-110017

Corporate Office: 3rd Floor, IFFCO Tower-1, Plot No. 3, Sector-29, Gurugram-122001, Haryana

**Dear Sir,**

I/We, Mr./Mrs./M/s. \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, and \_\_\_\_\_ residing at \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_ ("**Obligor**") hereby unconditionally and without limitation, promise to pay to IFFCO Kisan Finance Limited ("**Lender**", the sum of INR (Rupees\_\_\_\_\_ only), together with interest from the date above written, at \_\_\_\_\_% per annum or such other rate Lender may fix from time to time, payable with Monthly / Bi-monthly / Quarterly / Half-yearly / Yearly rests, for value received.

I undertake that this Promissory Note given to you as security for the repayment by me to Lender of any sum now due which may hereafter be or become due from me to Lender in respect of the Secured Loan granted by Lender to me, shall be a continuing security at all times with respect to the Secured Loan or any other facilities obtained by me, which is payable to Lender. I further unconditionally and irrevocably waive off my right to presentment for payment and noting.

Yours Truly,

### Monetary Value of Promissory

Note: INR \_\_\_\_\_



Name of Borrower



Name of Co-Borrower

Revenue Stamp  
(Signature of  
Borrower  
Across Revenue  
Stamp)

Revenue Stamp  
(Signature of  
Co-Borrower  
Across Revenue  
Stamp)



Name of Co-Borrower



Name of Co-Borrower



Name of Guarantor

Revenue Stamp  
(Signature of  
Co-Borrower  
Across Revenue  
Stamp)

Revenue Stamp  
(Signature of  
Co-Borrower  
Across Revenue  
Stamp)

Revenue Stamp  
(Signature of  
Guarantor  
Across Revenue  
Stamp)

### SCHEDULE III

#### DECLARATION FOR SIGNING IN VERNACULAR LANGUAGE/AFFIXING OF THUMB IMPRESSION

Date: .....

Place: .....

I, Mr./Ms. \_\_\_\_\_, an Indian citizen of age \_\_\_\_\_ years, residing at \_\_\_\_\_, (**"Declarant"**)







do hereby state and declare on solemn affirmation that:

I have been read out and explained the contents of the Agreement and all other documents incidental to availing the Loan from IFFCO Kisan Finance Limited, a non-banking financial company registered under the Reserve Bank of India Act, 1934, incorporated under the provisions of the Companies Act, 2013 and having its registered office at IFFCO Sadan, C-1, District Centre, Saket Place, New Delhi-110017 and corporate office at 3rd Floor, IFFCO Tower-1, Plot No. 3, Sector-29, Gurugram-122001, Haryana (hereinafter referred to as the **"Lender"** which expression shall unless repugnant to the context be deemed to include its successors and permitted assigns") by

Mr./Ms. \_\_\_\_\_, an Indian citizen of age \_\_\_\_\_ years, residing at \_\_\_\_\_ (hereinafter referred to as the **"Translator"**, which expression shall mean and include such Person's successors, legal heirs, executors, administrators and permitted assigns).

The Borrower affirms and agrees that he/she has understood the same and do hereby agree to abide by all the terms and conditions of the Loan as set out in the Loan Agreement dated \_\_\_\_\_ entered into between him/her and the Lender.

I declare that whatever I have stated herein above is true and correct to the best of my knowledge and belief.

..... Name of Translator	..... Name of Borrower	..... Relation to Borrower
 ..... Signature of Translator	 ..... Signature/Thumb Impression of Borrower	 ..... Signature/Thumb Impression of Co-Borrower
 ..... Signature/Thumb Impression of Co-Borrower	 ..... Signature/Thumb Impression of Co-Borrower	 ..... Signature/Thumb Impression of Guarantor



### SCHEDULE III

#### DECLARATION FOR SIGNING IN VERNACULAR LANGUAGE/AFFIXING OF THUMB IMPRESSION

Date: .....

Place: .....

I, Mr./Ms. \_\_\_\_\_, an Indian citizen of age \_\_\_\_\_ years, residing at \_\_\_\_\_, (**"Declarant"**)







do hereby state and declare on solemn affirmation that:

I have been read out and explained the contents of the Agreement and all other documents incidental to availing the Loan from IFFCO Kisan Finance Limited, a non-banking financial company registered under the Reserve Bank of India Act, 1934, incorporated under the provisions of the Companies Act, 2013 and having its registered office at IFFCO Sadan, C-1, District Centre, Saket Place, New Delhi-110017 and corporate office at 3rd Floor, IFFCO Tower-1, Plot No. 3, Sector-29, Gurugram-122001, Haryana (hereinafter referred to as the **"Lender"** which expression shall unless repugnant to the context be deemed to include its successors and permitted assigns") by

Mr./Ms. \_\_\_\_\_, an Indian citizen of age \_\_\_\_\_ years, residing at \_\_\_\_\_ (hereinafter referred to as the **"Translator"**, which expression shall mean and include such Person's successors, legal heirs, executors, administrators and permitted assigns).

The Borrower affirms and agrees that he/she has understood the same and do hereby agree to abide by all the terms and conditions of the Loan as set out in the Loan Agreement dated \_\_\_\_\_ entered into between him/her and the Lender.

I declare that whatever I have stated herein above is true and correct to the best of my knowledge and belief.

..... Name of Translator	..... Name of Borrower	..... Relation to Borrower
 ..... Signature of Translator	 ..... Signature/Thumb Impression of Borrower	 ..... Signature/Thumb Impression of Co-Borrower
 ..... Signature/Thumb Impression of Co-Borrower	 ..... Signature/Thumb Impression of Co-Borrower	 ..... Signature/Thumb Impression of Guarantor

## INSURANCE UNDERTAKING

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

### **M/s. IFFCO Kisan Finance Ltd.**

Registered Office: IFFCO Sadan, C-1, District Centre, Saket Place, New Delhi-110017

Corporate Office: 3rd Floor, IFFCO Tower-1, Plot No. 3, Sector-29, Gurugram-122001, Haryana

### **SUBJECT: INSURANCE UNDERTAKING**

Dear Sir,

- 1) I wish & undertake to insure my Mortgage/Property Asset (Pl Specify) .....  
with .....
- 2.) I am fully responsible for the insurance of my asset/s and undertake to make sure that it is comprehensively insured at all times, and shall keep IFFCO KISAN FINANCE LTD. indemnified of the same. Further, I will ensure that lien on my insurance policy is marked favouring IFFCO KISAN FINANCE LTD. till the loan is fully repaid.
- 3). I am fully aware that my IFFCO KISAN FINANCE LTD. Loan repayment is independent of delivery I insurance claim processing/state of my asset.
- 4.) Notwithstanding the above, I hereby authorize you to add insurance premium, to ensure prompt and adequate insurance coverage during the currency of the loan agreement, by way of deposit and I will pay the amount so added for this purpose and included in the instalments mentioned in the first Schedule to the loan agreement.

Yours truly,

Mr./Ms./M/s ..... (Borrower)  
(Name)



Signature.....

Mr./Ms./M/s ..... (CO-Borrower)  
(Name)



Signature.....

Mr./Ms./M/s ..... (CO-Borrower)  
(Name)



Signature.....

Mr./Ms./M/s ..... (CO-Borrower)  
(Name)



Signature.....

## DECLARATION FOR END USE

I/We the undersigned, solemnly declare on oath through this declaration as under

Name of the borrower: \_\_\_\_\_

Name of the co-borrower: \_\_\_\_\_

All residing at village \_\_\_\_\_: Teh/Block \_\_\_\_\_

Dist: \_\_\_\_\_, State : \_\_\_\_\_ hereby confirm that I/We have applied for a loan of Rs. \_\_\_\_\_ from IFFCO Kisan Finance Ltd against security of our Mortgage/Property Asset (Pl Specify) \_\_\_\_\_ which is registered in the name of \_\_\_\_\_.

We hereby confirm that the proceeds of the loan will be used for following purposes: (Please tick mark whichever are applicable)

1. Business

2. Personal

3. Balance Transfer/Top-up

1. Crop production expenses

2. Purchase of cattle's

3. Laying of pipeline

4. Land development/Farm development

5. Construction of cattle shed

6. Purchase of irrigation equipment's

7. Repair and maintenance of implements/trolley/Rotavator etc.

8. Any other (Please Specify)- \_\_\_\_\_



Signature (Borrower)



Signature (Co-Borrower)



Signature (Co-Borrower)



Signature (Co-Borrower)

Language	Declaration	Signature of Applicant (A) / Co-Applicant (C) / Gurantor (G) (Against Applicable Box)
English	I/We have understood all the terms and conditions related to the sanction letter, loan contract agreement, including but not limited to master terms and conditions, key fact statements, guarantee provisions, etc. The most important terms and conditions, key statement of fact and provisions of the Fair Practice Code in respect of the loan facility received from IKFL are explained in the language I/we understand, all documents read by the translator, translated and explained to me/us in the language that I/we understand. I/We agree and confirm that I/We have put our thumb/sign on the above documents after fully understanding the contents of all the documents mentioned above and their implications.	A. C-1. C-2. G.
Hindi हिंदी	मैंने/हमने मंजूरी पत्र, ऋण अनुबंध समझाते से संबंधित सभी नियमों और शर्तों को समझ लिया है, जिनमें मास्टर नियम और शर्तें, मुख्य तथ्य कथन, गारंटी प्रावधान आदि शामिल हैं, लेकिन इन्हीं तक सीमित नहीं हैं। आईकेएफएल से प्राप्त ऋण सुविधा के संबंध में सबसे महत्वपूर्ण नियम और शर्तें, मुख्य तथ्य कथन तथा उचित व्यवहार संहिता के प्रावधानों को उस भाषा में समझाया गया है जिस भाषा मैं/हम समझते हैं, सभी दस्तावेज अनुवादक द्वारा पढ़े, अनुवादित और मुझे/हमें उस भाषा में समझाए गए हैं जिसे मैं/हम समझते हैं। मैं/हम सहमत हैं और पुष्टि करते हैं कि मैंने/हमने ऊपर उल्लिखित सभी दस्तावेजों की सामग्री और उनके निहितार्थों को पूरी तरह से समझने के बाद उपरोक्त दस्तावेजों पर अपना अंगूठा लगाया है/हस्ताक्षर किए हैं।	A. C-1. C-2. G.
Teluge तेलगु తెలుగు	ప్రధాన నిబంధనలు మరియు షరతులు, ముఖ్య వాస్తవాల ప్రకటన, హామీ నిబంధనలు మొదలైన వాటికి మాత్రమే పరిమితం కాకుండా రిటర్న్ ఆఫ్ ఇన్స్ట్రూమెంట్, లోన్ కాంట్రాక్ట్ అప్రెమియం సంబంధించిన అన్ని నిబంధనలు మరియు షరతులను నేను/మేము అర్థం చేసుకున్నాము. IKFL నుండి రుణ సదుపాయానికి సంబంధించి కోడ్ ఆఫ్ పరిమిట్ ప్రాక్టీస్ యొక్క అల్టిమేట్ ముఖ్యమైన నిబంధనలు మరియు షరతులు, ముఖ్య వాస్తవాల మరియు నిబంధనల నేను/మేము అర్థం చేసుకున్నాం. షాపర్ షిఫ్ట్ పరిమిట్ చేయబడింది, అన్ని పత్రాలను అనువాదం చేసింది, అనువాదించారు మరియు నాకు/మాకు అర్థం చేసుకున్నాం. షాపర్ నాకు/మాకు వివరించారు. సైన్ చేయడాన్ని అన్ని పత్రాల విషయాలను మరియు వాటి చిక్కులను పూర్తిగా అర్థం చేసుకున్నాం. తర్వాత నేను/మేము నా బొటనపై ముద్రను వర్తింపజేశాము/పు పత్రాలపై సంతకం చేశాము అని నేను/మేము అంగీకరిస్తున్నాను మరియు ధృవీకరిస్తున్నాము.	A. C-1. C-2. G.
Punjabi ਪੰਜਾਬੀ ਪੰਜਾਬੀ	ਮੈਂ/ਅਸੀਂ ਪ੍ਰਭਾਵਨੀ ਪੱਤਰ, ਲੋਨ ਇਕਰਾਰਨਾਮੇ ਨਾਲ ਸਬੰਧਤ ਸਾਰੇ ਨਿਯਮਾਂ ਅਤੇ ਸ਼ਰਤਾਂ ਨੂੰ ਸਮਝ ਲਿਆ ਹੈ ਜਿਸ ਵਿੱਚ ਮਾਸਟਰ ਨਿਯਮ ਅਤੇ ਸ਼ਰਤਾਂ, ਮੁੱਖ ਤੱਥ ਬਿਆਨ, ਗਾਰੰਟੀ ਪ੍ਰਬੰਧਾਂ ਆਦਿ ਤੱਕ ਸੀਮਿਤ ਨਹੀਂ ਹਨ। ਆਈ. ਕੇ. ਐਫ. ਐੱਲ. ਤੋਂ ਲੋਨ ਦੀ ਸਹੂਲਤ ਦੇ ਸੰਬੰਧ ਵਿੱਚ ਸਭ ਤੋਂ ਮਹੱਤਵਪੂਰਨ ਨਿਯਮ ਅਤੇ ਸ਼ਰਤਾਂ, ਮੁੱਖ ਤੱਥ ਅਤੇ ਨਿਰਪੱਖ ਅਭਿਆਸਾਂ ਦੇ ਜਾਬਤਾਂ ਦੇ ਪ੍ਰਬੰਧਾਂ ਨੂੰ ਉਸ ਭਾਸ਼ਾ ਵਿੱਚ ਸਮਝਾਇਆ ਗਿਆ ਹੈ ਜਿਸ ਨੂੰ ਮੈਂ/ਅਸੀਂ ਸਮਝਦੇ ਹਾਂ, ਸਾਰੇ ਦਸਤਾਵੇਜ਼ ਅਨੁਵਾਦਕ ਦੁਆਰਾ ਪੜ੍ਹੇ ਗਏ ਹਨ, ਅਨੁਵਾਦ ਕੀਤੇ ਗਏ ਹਨ ਅਤੇ ਮੈਨੂੰ/ਸਾਨੂੰ ਉਸ ਭਾਸ਼ਾ ਵਿੱਚ ਸਮਝਾਇਆ ਗਿਆ ਹੈ ਜਿਸ ਨੂੰ ਮੈਂ/ਅਸੀਂ ਸਮਝਦੇ ਹਾਂ। ਮੈਂ/ਅਸੀਂ ਸਹਿਮਤ ਹਾਂ ਅਤੇ ਪੁਸ਼ਟੀ ਕਰਦੇ ਹਾਂ ਕਿ ਮੈਂ/ਅਸੀਂ ਉੱਪਰ ਦੱਸੇ ਗਏ ਸਾਰੇ ਦਸਤਾਵੇਜ਼ਾਂ ਦੀ ਸਮੱਗਰੀ ਅਤੇ ਉਨ੍ਹਾਂ ਦੇ ਪ੍ਰਭਾਵਾਂ ਨੂੰ ਪੂਰੀ ਤਰ੍ਹਾਂ ਸਮਝਣ ਤੋਂ ਬਾਅਦ ਉਪਰੋਕਤ ਦਸਤਾਵੇਜ਼ਾਂ 'ਤੇ ਦਸਤਖਤ ਕੀਤੇ ਹਨ।	A. C-1. C-2. G.
Urdu اردو	گارنٹی کی دفعات وغیرہ تک محدود نہیں ہے۔ آئی کے ایف ایل سے فرض کی سہولت سے متعلق کوڈ آف پریکٹس کے سب سے اہم شرائط و ضوابط، نمایاں حقائق اور دفعات کی وضاحت اس زبان میں کی گئی ہے جسے میں/ہم سمجھتے ہیں، تمام دستاویزات کو مترجم نے پڑھا ہے، ترجمہ کیا ہے اور مجھے/ہمیں اس زبان میں سمجھایا ہے جسے میں/ہم سمجھتے ہیں۔ میں/ہم اتفاق کرتے ہیں اور اس بات کی تصدیق کرتے ہیں کہ میں/ہم نے اوپر بیان کردہ تمام دستاویزات کے مندرجات اور ان کے مضمرات کو پوری طرح سمجھنے کے بعد اپنے انگوٹھے کا نشان لگایا ہے/مندرجه بالا دستاویزات پر دستخط کیے ہیں۔	A. C-1. C-2. G.
Gujarati ગુજરાતી ગુજરાતી	હું/અમે સ્વીકૃતિ પત્ર, લોન કરારને લગતા તમારા નિયમો અને શરતોમાંથી પસાર થયા છીએ, જેમાં નિયમો અને શરતો, મુખ્ય અધિકાર કરાર, કાનૂની જવાબદારીઓ વગેરે સહિત લેખિત કરારનો સમાવેશ થતો જાય છે. આઇ. કે. એફ. એલ. પાસેથી મળેલી આચાર સંહિતાના સૌથી મહત્વપૂર્ણ નિયમો અને શરતો, મુખ્ય તથ્યો અને જોગવાઈઓ એવી ભાષામાં સમજાવવામાં આવે છે જે હું/આપણે સમજીએ છીએ, બધા દસ્તાવેજો અનુવાદક દ્વારા વાંચવામાં આવે છે, અનુવાદિત થાય છે અને મને/અમને એવી ભાષામાં સમજાવવામાં આવે છે જે હું/આપણે સમજીએ છીએ. હું સમત છું અને પુષ્ટિ કરું છું કે મેં ઉપરોક્ત દેશી પર ઉપરોક્ત દેશીની સામગ્રી અને અસરોને સંપૂર્ણ રીતે આવરી લીધી છે.	A. C-1. C-2. G.
Marathi मराठी मराठी	मी/आम्ही मंजूरी पत्र, कर्ज करार कराराशी संबंधित सर्व अटी आणि शर्ती समजून घेतल्या आहेत, ज्यात मुख्य अटी आणि शर्ती, मुख्य वस्तुस्थिती विधाने, हमी तरतुदी इत्यादीपर्यंत मर्यादित नाहीत. आय. के. एफ. एल. कडून मिळालेल्या कर्जाच्या सुविधेच्या संदर्भात सर्वात महत्वाच्या अटी आणि शर्ती, वस्तुस्थितीचे मुख्य विधान आणि फॅक्ट्स कौन्सिल तरतुदी मला/आम्हाला समजणाऱ्या भाषेत, अनुवादकाने वाचलेल्या सर्व कागदपत्रांमध्ये, मला/आम्हाला समजणाऱ्या भाषेत अनुवादित आणि समजावून सांगितलेल्या भाषेत स्पष्ट केल्या आहेत. मी/आम्ही सहमत आहोत आणि पुष्टी करतो की मी/आम्ही वर नमूद केलेल्या सर्व कागदपत्रांची सामग्री आणि त्यांचे परिणाम पूर्णपणे समजून घेतल्यानंतर वरील कागदपत्रावर आपला अंगठा/सही ठेवली आहे.	A. C-1. C-2. G.
Tamil தமிழ்	முதன்மை விதிமுறைகள் மற்றும் நிபந்தனைகள், முக்கிய உண்மைகள் அறிக்கை, உத்தரவாத ஏற்பாடுகள் போன்றவை உட்பட ஆனால் அளவு மட்டுமல்லாமல் ஒப்பந்தக் கடிதம், கடன் ஒப்பந்த ஒப்பந்தம் தொடர்பான அனைத்து விதிமுறைகளையும் நிபந்தனைகளையும் தான்/நாங்கள் புரிந்து கொண்டுள்ளோம். ஐ. கே. எஃப். எல். இவற்றைக் கடன் வாங்கி தொடர்பான மிக முக்கியமான விதிமுறைகள் மற்றும் நிபந்தனைகள், முக்கிய உண்மைகள் மற்றும் நிபாயமான தகவல்களை குறிப்பிட்டும் விதிகள் எனக்கு/எங்களுக்கு புரியும் மொழியில் விளக்கப்பட்டுள்ளன, அனைத்து ஆவணங்களும் மொழிபெயர்ப்பாளரால் படிக்கப்பட்டு, மொழிபெயர்க்கப்பட்டு எனக்கு/எங்களுக்கு புரியும் மொழியில் விளக்கப்பட்டுள்ளன. மேலே குறிப்பிட்டுள்ள அனைத்து ஆவணங்களின் உண்மைக்களையும் அவற்றின் தகவல்களையும் முழுமையாகப் புரிந்துகொண்ட பிறகு தான்/நாங்கள் எனது கடனடவிரல் முத்திரையைப் பயன்படுத்தினோம்/மேலே உள்ள ஆவணங்களில் எங்கெங்குள்ளிட்டோம் என்பதை ஒப்புக்கொண்டிருக்கிறேன் மற்றும் உறுதிப்படுத்துகிறேன்.	A. C-1. C-2. G.
Bengali বাংলা	অমি/আমরা অনুমোদন পত্র, ঋণ চুক্তি চুক্তি সম্পর্কিত সমস্ত শর্তাবলী বুঝতে পেরেছি এবং অর্থ সাধারণ শর্তাবলী এবং শর্তাবলী, মূল অর্থ বিবৃতি, গ্যারান্টি বিধান ইত্যাদি সীমাবদ্ধ নয়। আই. কে. এফ. এল. কাছ থেকে প্রাপ্ত ঋণ সুবিধার ক্ষেত্রে সর্বোচ্চ গুরুত্বপূর্ণ শর্তাবলী, প্রধান তথ্য এবং বিধানগুলি অমি/আমরা যে ভাষায় বুঝি সেই ভাষায় ব্যাখ্যা করা হয়েছে, সমস্ত মূল অনুমোদন দ্বারা পড়া হয়েছে, অনুমোদন করা হয়েছে এবং আমাকে/আমাদের কাছে ব্যাখ্যা করা হয়েছে যে আমার অমি/আমরা বুঝি অমি/আমরা প্রকৃত এবং নিশ্চিত করছি যে অমি/আমরা উপরে উল্লিখিত সমস্ত বিবরণ বিবরণ এবং তাদের প্রামাণ্যগুলি সম্পূর্ণরূপে বোঝার পরে উপরোক্ত বিবরণে আমার আঙুলের ছাপ প্রদান করেছি/আমরা করেছি।	A. C-1. C-2. G.





## AFFIDAVIT

I \_\_\_\_\_  
W/O, S/o, D/o \_\_\_\_\_  
R/o \_\_\_\_\_

do hereby solemnly declare and affirm under:-

1. That I am Citizen of India.
2. That I am residing at the above said address since birth.
3. That My actual and correct Date of Birth is \_\_\_\_\_ as per, my knowledge.
4. That below are the specimen of my signature  
A. \_\_\_\_\_  
B. \_\_\_\_\_
5. That it is my true and correct statement.
6. That in future, if any dispute arise, I would be fully responsible for the same.

AFFIX  
PHOTOGRAPH  
HERE

**DEPONENT**

VERIFICATION:

Verified at Delhi on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ that the contents of above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed there from.

**(SIGNATURE ATTESTED)**

## AFFIDAVIT

I \_\_\_\_\_  
W/O, S/o, D/o \_\_\_\_\_  
R/o \_\_\_\_\_

do hereby solemnly declare and affirm under:-

1. That I am Citizen of India.
2. That I am residing at the above said address since birth.
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A. \_\_\_\_\_  
B. \_\_\_\_\_
5. That it is my true and correct statement.
6. That in future, if any dispute arise, I would be fully responsible for the same.

AFFIX  
PHOTOGRAPH  
HERE

**DEPONENT**

VERIFICATION:

Verified at Delhi on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ that the contents of above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed there from.

**(SIGNATURE ATTESTED)**

## LETTER OF INDEMNITY

THIS LETTER OF INDEMNITY EXECUTED

BY

Mr. Ms. M/s \_\_\_\_\_ an, residing at principal having its registered office at \_\_\_\_\_./principal office at \_\_\_\_\_ hereinafter referred to as "the Obligor/s" (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include (1) in case the Obligor's is/are an individual / sole proprietorship concern, his/her heirs, administrators, executors and legal representatives; (ii) in case the Obligor's is/are a joint Hindu Undivided Family, the Karta and any or each of the adult members of the HUF and their survivor(s) and his/her/their respective heirs, legal representatives, executors, administrators and permitted assigns; (iii) in case the Obligor/s in/are assigns; (iv) in Company, incorporated under the Companies Act, 1956, its successors and permitted case the Obligor's is/are a partnership firm, formed under the artnership Act, 1932, the partners for the time being and from time to time and their respective legal heirs, executors, legal representatives and administrators of last such surviving partner;)

IN FAVOUR OF

IFFCO KISAN FINANCE LTD, a company registered under the Companies Act, 1956, having its registered office at IFFCO Sadan, C-1, District Centre, Saket Place, New Delhi-110017 and corporate office at 3rd Floor, IFFCO Tower-1, Plot No. 3, Sector-29, Gurugram-122001, Haryana, hereinafter referred to as "IKFL" (which expression shall mean and include the said Corporation, its successors and assigns);

1. The Obligor's has/have approached IKFL, to avail finance facility by way of loan interalia against creation of charge over his / its property being. \_\_\_\_\_ in the Building no \_\_\_\_\_ (hereinafter referred to as the said "Property") situate at \_\_\_\_\_
2. The Obligor/s has/have been sanctioned a loan of Rs \_\_\_\_\_ (Rupees only) by IKFL and is required to create equitable mortgage by way of deposit with IKFL the original Documents of Title pertaining to the said Property, including the entire previous chain of documents of title pertaining to the said Property prior to disbursement of the loan.
3. The Obligor's declared that he/they is/are unable to produce the original of the previous chain of documents pertaining to the said Property as the same have been mutilated/misplaced. The details of the previous chain of documents of title unavailable with the Obligor/s is/are as under ("said Title Documents")
  - A) \_\_\_\_\_
  - B) \_\_\_\_\_
  - C) \_\_\_\_\_
  - D) \_\_\_\_\_
4. The Obligor's do hereby represent/s to IKFL as under:
  - a) that the Obligor's is/are the absolute owners of the said Property and the title of the said Property is clear, marketable and free from encumbrances;
  - b) that the Obligor/s is/are unable to produce provide to IKFL. the original of the said Title Documents as the same are lost/misplaced and it not traceable.
  - c) that the Obligor's state that the Obligor's has/have done due diligence to find out whether the documents pertaining to the past transactions were duly stamped and the Obligor's do hereby confirm that the previous owner's/the Obligor/s has/have paid the stamp duty of requisite amount/s in respect of his/her their respective document's executed by him/her them in the past pertaining to the said Property.

\_\_\_\_\_  
Signature of Borrower

\_\_\_\_\_  
Signature of Co-borrower

\_\_\_\_\_  
Signature of Co-borrower

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

\_\_\_\_\_  
Signature of IKFL Representative

- d) that the Obligor /s do hereby assures and confirms that neither the previous owner/s/ vendor/s nor the Obligor/s has/have created mortgage/charge/encumbrance in respect of the said Property by way of deposit of the said Title Documents or otherwise.
  - e) that the Obligor/s also undertakers to provide to IKFL, a copy of the First Information Report (FIR) in respect of the complaint lodged, if any, by the previous owner/s/vendor/s or by the Obligor/s for the loss/misplacement of the said Title Documents and would also provide to IKFL, a copy of the 'Public Notice', if any given in this regard in the local newspaper/s.
  - f) that the Obligor/s undertaker's to handover to IKFL, the said Title Documents if found obtained by the Obligor/s pending the repayment of the Obligor/s said outstanding loan together with all its related dues.
- 5) The Obligor/s hereby irrevocably agree/s and undertaker's to:
- (i) indemnify and keep indemnified and saved and kept harmless IKFL, from any defect in title to the said Property and forthwith upon such defect being bought to his/her/ their notice remove such defect at his/her/ their own cost and make good the title to the said Property to the satisfaction of IKFL., the opinion of IKFL, to be final and binding in that regard. The indemnity herein contained and the liability undertaken by the Obligor/s shall continue to remain in full force till the said loan together with all its related dues is repaid in full as agreed under the Loan Agreement to be executed/ executed by the Obligor/s with IKFL.
  - (ii) indemnify IKFL, and keep the Company, its Directors and Officers indemnified, saved and harmless against any loss, damage costs, charges and/or expenses suffered or incurred by IKFL, directly or indirectly on account of granting of the aforesaid Loan, in the absence of furnishing of the said Title Documents.
  - (iii) hold IKFL, harmless and to keep fully indemnified against all claims, demands which may be made in respect of the said Title Documents by any person or persons claiming to be holder of the said Title Documents or in any way interested therein.
  - (iv) pay and make good any such damage, loss, costs, changes and expenses suffered or incurred by IKFL, directly or indirectly on account of the said Title Documents to IKFL immediately upon demand being made on the Obligor/s by the Company.
- 6) That the Obligor/s further agree and undertake to sign and execute all further papers and documents as KFL, may require for perfecting this indemnity. Solemnly affirmed by the above named. \_\_\_\_\_

\_\_\_\_\_ at .....on the) \_\_\_\_\_ day of \_\_\_\_\_ 202..... in the)

Presence of.....

BEFORE ME  
JUDICIALMAGISTRAE/  
NOTARY PUBLIC



## Declaration cum Indemnity (To be Notarized)

We 1 .....S/o.....2.....  
W/o .....Both Resident of .....  
.....hereinafter referred to as the intending owner of the property  
bearing number, No .....  
.....(Which expression shall Unless it be repugnant to the context or  
meaning thereof, mean and include the Successors and permitted assignees of all intending borrower) of the FIRST PART

### IN FAVOUR OF

M/S IFFCO KISAN FINANCE LIMITED, Having its branch office at .....Hereinafter referred  
to as IKFL (which expansion shall unless it be repugnant to the context or meaning thereof shall mean and include its successors  
and assigns) Of the OTHER PART.

### WHEREAS

1. The FIRST PART is the intending purchaser /owner of the ..... and approached "IKFL"  
for sanction of loan facility for an amount of..... lakhs against the  
equitable mortgaged of the above said property
2. That the FIRST PART is very much known about the condition of the property that the property which he intending to purchase  
/owned is not buildup as per sanction plan/by laws and there is apprehension of demolition/sealing of the Property by  
authority being unauthorized construction.
3. IKFL is agreed to considered the request of FIRST PART for sanction of loan facility of ..... Lakhs  
on condition that the intending Borrower (FIRST PART) of the LOAN NO.....  
will declare & indemnify the IKFL for any loss damage, claim, costs or expenses that IKFL may suffer or incur on account of  
damage, loss due to unauthorized construction being apprehension of demolition/sealing in the property. He is well aware  
about the his/her ownership over the property and unauthorized construction.

### NOW THIS IS UNDERTAKING WITNESS TO AS FOLLOWS

The FIRST PART of this declaration cum Indemnity further declares to indemnify "IKFL" and keep "IKFL" always indemnified  
and harmless from and against. Any claim, demand, suits, actions, proceeding, loss, damage, costs, charges, expenses of  
whatsoever nature which may be incurred or suffered by "IKFL" due to valuation in declaration made by the FIRST PART in  
the above said para no 1 & 2.

The FIRST PART of the declaration cum Indemnity agrees that "IKFL" shall always be entitles to exercise its right in accordance  
with the provisions contained in the Loan Agreement.

IN WITNESS WHEREOF THE FIRST PART HAVE EXECUTED THIS UNDERTAKING ON THE DD/MM/YY FIRST HERE IN ABOVE  
MENTIONED.

(BORROWER SIGNATURE)

NOTARY PUBLIC

## AFFIDAVIT CUM INDUMNITY FOR DUAL NAME & DOB

To,  
The Manager  
Iffco Kisan Finance Ltd.

Sir,

I, \_\_\_\_\_ W/O, S/o, D/o \_\_\_\_\_, an adult Indian, who is residing at \_\_\_\_\_, would like to inform you that I have applied for a \_\_\_\_\_ Loan in IKFL with a Loan Application no. \_\_\_\_\_. I also inform you that there is a Mismatch in my documents about my Name and the Date of Birth.

To clear out the mismatch, I do hereby solemnly swear, affirm, state, and declare as below:

1. That my Name is reflected as \_\_\_\_\_ in the Official Document of \_\_\_\_\_ (Aadhaar / PAN / Voter / Ration Card / Other Govt. ID).
2. That my Name is reflected as \_\_\_\_\_ in the Document of \_\_\_\_\_
3. I declare on oath that \_\_\_\_\_ and \_\_\_\_\_ are both same and are truly my names and I am using them both in my daily use.
4. That my Age / Date of Birth is mentioned in \_\_\_\_\_ as \_\_\_\_\_.
5. That my Age / Date of Birth is mentioned in \_\_\_\_\_ as \_\_\_\_\_.
6. That my actual Age / Date of Birth is \_\_\_\_\_ as mentioned in \_\_\_\_\_.

I would request you to kindly consider my name \_\_\_\_\_ as recorded in \_\_\_\_\_ and/or to consider my Date of Birth \_\_\_\_\_ as recorded in \_\_\_\_\_.

I hereby agree to indemnify IKFL against all loss, cost or legal consequences, for any issues which may arise due to this mismatch.

Signature : \_\_\_\_\_

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

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

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

## VERIFICATION

I hereby state and confirm that Mr. /Mrs. \_\_\_\_\_ has signed in my presence.

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

Signature of IKFL Employee / DSA : \_\_\_\_\_

Name of IKFL Employee / DSA : \_\_\_\_\_

Employee Code / DSA Code : \_\_\_\_\_

## VERIFICATION OF THUMB IMPRESSION

To,  
The Manager,  
IFFCO KISAN FINANCE LTD.

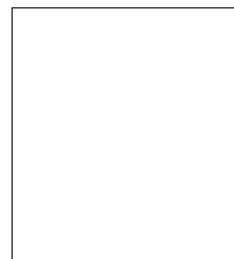


Photo and  
Thumb Impression

Sir,

I, \_\_\_\_\_ W/o, S/o, D/o \_\_\_\_\_  
Aged About \_\_\_\_\_ Years, Resident of \_\_\_\_\_  
\_\_\_\_\_ do hereby solemnly declare and affirm under:-

1. That I have applied for a \_\_\_\_\_ Loan from your esteemed organization.
2. That I am an illiterate and cannot put my Signature on any Documents.
3. That Mr. / Ms. \_\_\_\_\_, Aadhaar No. \_\_\_\_\_ has read all the terms and conditions of the agreement to me in \_\_\_\_\_ Language and after understanding each terms, I have put my Thumb Impression in all the places shown to me by the said Mr./Ms. \_\_\_\_\_ in his presence.
4. That the Thumb impression and the Photograph pasted below is my own.
5. That this thumb impression and the declaration made herein should be sufficient to identify and verify me and all my thumb impressions made by me on all the Loan Documents and Agreement.
6. That all of the above statements made by me are true and correct to my belief and knowledge and I hereby do indemnify IKFL against all losses and costs if any of the above statement is ever proved to be incorrect or wrong.

Customer's Name : \_\_\_\_\_ Date : \_\_\_\_\_

### TO WHOM MAY IT CONCERN

This is to certify that \_\_\_\_\_ (Customer), W/o / S/o / D/o \_\_\_\_\_  
Residing at \_\_\_\_\_, has applied for Loan with IFFCO Kisan Finance Ltd. vide Loan Application no. \_\_\_\_\_ and being an illiterate has put his / her thumb impression on all the Loan Documents including the Agreement after being satisfied on all the terms of conditions of the Loan as explained to him / her by me in her native language which is \_\_\_\_\_ and after being fully satisfied has put her Thumb impressions on the Loan Documents as per process and also put her Thumb impression in the Declaration cum Indemnity Form and the also at the bottom of this verification. These all thumb impressions are put in my presence by his/her own hand and they are duly verified by me.



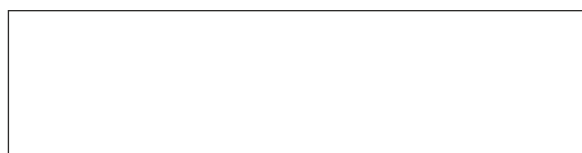
#### THUMB IMPRESSION OF THE CUSTOMER

Verifier's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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



#### SIGNATURE OF THE VERIFIER

ID Proof (Aadhar, PAN Card etc): \_\_\_\_\_

**DECLARATION FOR DUAL SIGNATURE  
TO WHOM MAY IT CONCERN**

I, \_\_\_\_\_ W/O, S/o, D/o \_\_\_\_\_ Resident of \_\_\_\_\_

\_\_\_\_\_ do hereby solemnly declare and affirm under:-

1. That I am Citizen of India.
2. That I am residing at the above said address since \_\_\_\_\_.
3. That below are the specimen of my signature

A. \_\_\_\_\_

B. \_\_\_\_\_

5. That it is my true and correct statement.
6. That in future, if any dispute arise, I would be fully responsible for the same and will indemnify Iffco Kisan Finance Limited in any or every manner.

**DEPONENT**

**VERIFICATION**

Verified at \_\_\_\_\_ on this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_ that the contents of above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed there from.

**DEPONENT**

**SIGNATURE VERIFICATION BY IKFL AUTHORITY  
TO WHOM MAY IT CONCERN**

This is to certify that \_\_\_\_\_ (Customer) Residing at \_\_\_\_\_, has applied for Loan with IFFCO Kisan Finance Ltd. vide Loan Application no. \_\_\_\_\_ and have signed and executed all loan related documents as well as Agreements as per process and has signed as below in all such documents. All such Signatures are done in my presence by his/her own hand and they are duly verified by me. The signature in the said Loan Documents and the specimen Signature is duly attested by me.

**SIGNATURE OF THE CUSTOMER**

**SIGNATURE OF THE IKFL EMPLOYEE**

**Employee Code :** \_\_\_\_\_

**Date:**

**Place:**

## BT REQUEST LETTER AND DECLARATION CUM UNDERTAKING BY BRROWER(S)

To,  
**IFFCO Kisan Finance Ltd.**

Registered Office: IFFCO Sadan, C-1, District Centre, Saket Place, New Delhi-110017  
Corporate Office: 3rd Floor, IFFCO Tower-1, Plot No. 3, Sector-29, Gurugram-122001, Haryana

Date: .....

Place: .....

Subject: Disbursal of my/ our Balance Transfer/ takeover loan

Dear Sir/ Madam,

I/ We hereby refer to your Sanction Letter dated ...../...../..... for the Balance Transfer/ Takeover of my/ our existing loan facility with the ..... Bank/ Financial Institution (FI) under the loan account no. ....

I/ We hereby confirm that I/ We have already made an application to my/ our existing Bank/ FI to provide the list of documents/ foreclosure statement and the same is expected within next ..... days from the date of this letter. In the meantime, I/ We request you to kindly process my/ our loan facility as per your sanction terms and disburse the loan in favour of my/ our existing Bank/ FI based on the details communicated by me/ us.

I/ We hereby undertake and confirm that any shortfall between the final outstanding amount certified by my/ our existing Bank/ FI and your disbursal cheque shall be borne by me/ us at the time of making your payment to the Bank/ FI and I/ We shall ensure to handover the No Dues certificate/ loan closure letter from my/ our existing Bank/ FI to you at the earliest.

**(1) Name of Borrowers Mr./Mrs./Ms.** .....  
..... (hereinafter referred to as the "Said Borrowers").

**(2) Property Address** .....  
..... (hereinafter referred to as the "Said Property").

### **(3) Borrower's Loan Details**

Name of Financial Institution / Bank .....  
(hereinafter referred to as the Said Mortgagee Bank)

Loan Account Number : .....  
(hereinafter referred to as the "Existing Loan Facility")

Loan Amount : Rs. ..../- (Rupees ..... only)

I/We, .....residing at .....do on solemn affirmation undertake and declare in favour of IFFCO Kisan Finance Limited ("IKFL") having its registered office at IFFCO Sadan, C-1, District Centre, Saket Place, New Delhi-110017 and corporate office at 3rd Floor, IFFCO Tower-1, Plot No. 3, Sector-29, Gurugram-122001, Haryana, hereinafter called ("the Financial Institution") as under :

I/We declare that I/we have availed mortgage/ home loan facility against the Said Property and the documents (originals/true copies) pertaining to the said property in my possession was handed over the "Said Mortgagee Bank" as are inter-alia mentioned in Annexure hereto.

I/We further declare that the said property is owned by me/us.

I/We further declare that I/We have entered into the Loan Agreement with the Financial Institution for grant of the loan facility which is being granted to me/ us (hereinafter referred to as the "Said Loan") on the terms and conditions set out in the said Loan Agreement in respect of the said property.

.....  
Signature of Borrower

.....  
Signature of Co-borrower

.....  
Signature of Co-borrower

.....  
Signature of Guarantor

.....  
Signature of IKFL Representative

I am/We are aware that to obtain loan, I/we have to comply with various formalities including but not limited to creation of such security in the form and manner as stipulated by the Financial Institution in relation to the "Said Property" financed by the Financial Institution and accordingly requisite action has been initiated by me/us in this behalf.

I am/We are aware that I/we have been granted the loan to be disbursed vide two or more/ multiple Cheque/Demand Drafts where in one would be in the name of the Mortgagee Bank with whom my/our present loan is continuing and I/we wish to close. I/we are further aware that the other cheque(s)/Demand Draft(s) would be handed over to me/us after release and deposit of the Title Documents of the mortgaged property from the "Said Mortgagee Bank".

Pending compliance of requisite formalities as stipulated inter-alia in the said Loan Agreement, the Financial Institution has at our request, agreed to make disbursements out of the said Loan Amount subject, inter alia, to the following:-

1. I / We hereby undertake to comply with all requisite formalities (as more particularly specified in this Undertaking) within a period of 30 days from the date hereof, to create security in such form and in such manner as may be stipulated and required by the Financial Institution in that behalf.
2. I/We hereby agree and undertake to furnish/ I/we have already furnished Guarantee/s from person(s) which is acceptable to and in a form and manner satisfactory to the Financial Institution.
3. I/We do hereby undertake to pay the interest on the total loan amount granted and disbursed to me/us from the date of disbursement of the loan i.e. the date on which the cheque is prepared for deposit with the "Said Mortgagee Bank", irrespective of the fact that the other cheque(s)/demand draft(s) issued in/for me/our name/favour but to be handed over to me/us only after deposit of the original title documents which is/are in custody of the "Said Mortgagee Bank".

In consideration of the above premises, I/We hereby agree(s), undertake(s) and confirm to the Financial Institution that :-

- a) I/We are the sole/only owners of the "Said Property".
- b) I/We have taken the loan(s) against the said property from the "Said Mortgagee Bank"
- c) I/We hereby declare and undertake that the above is/are the only loan/s taken by me/us against the "Said Property".
- d) I/We hereby declare that apart from the aforesaid charge(s) no other charge and/or mortgage and/or encumbrance whatsoever, exists on the said Property in favour of any other person and/or institution etc.
- e) I/We hereby declare that I/we shall not create any pari-passu charge and/or mortgage and/or second charge and/or mortgage and/or charge and/or encumbrance on the financed properties and/or said property in favour of any person whatsoever.
- f) I/We hereby declare that within a period of 30 days from the date hereof or such extended time as may be agreed to by the Financial Institution, I/we shall comply with all the following in relation to creation of effective security in relation to/over the said property/ properties financed, in favour of the Financial Institution.
- g) I/We hereby declare that I/we shall procure and furnish to the Financial Institution all documents and papers in original along with photocopies as may be required by the Financial Institution and as inter-alia listed in the Annexure hereto in connection with release of existing mortgages and charges created by me/us in favour of the "Said Mortgagee Bank" ( HFC/ Bank) under the terms of earlier loan agreement (s) entered into between me/us and the "Said Mortgagee Bank" ( HFC/ Bank) ;
- h) I/We hereby declare that I/We shall procure and furnish to the Financial Institution the certificates/letters required by the Financial Institution including but not limited to "no dues" letter and "mortgage release" letter from the "Mortgagee Bank" (HFC/ Bank) in respect of the earlier loan agreement(s) as aforesaid.
- i) I/We hereby declare that I/We shall ensure that the name of the "Mortgagee Bank" (HFC/ Bank) in all the relevant records of local/state authority and municipality/ builder /Society/ Development Authority or any other department or authority, where ever it is required either mandatory or optional, is substituted by the name of the Financial Institution as lender to me/us.
- j) I/We hereby declare that I/We shall procure and furnish to you all permissions and/or approvals and/or consents and/or clearances and/or documents as may be required and/or necessary including the ones

listed in the Annexure hereto, from the builder/Society/Development Authority in relation to the said Property/property financed by the Financial Institution.

- k) I/We hereby declare that apart from the aforesaid charge(s), no other charge and/or mortgage and/or encumbrance etc. exists on the said Property in favour of any other person and/or institution etc., and that exclusive first charge on the said Property shall be created in favour of the Financial Institution.
- l) I/We hereby declare that I/we hereby agree and confirm that in case of failure to avail the disbursed loan amount for any reason, what so ever, I/we shall not claim refund of any processing fees already paid towards the disbursal of the said loan from the Financial Institution.
- m) I/We hereby declare that I/we hereby agree and confirm that I/we shall not approach the Mortgagee Bank/ financial Institution to my/our own for collection of the Original title documents. I/we further declare and agree that if it is required to be present personally before the Mortgagee Bank/ financial Institution by me/us then I/we will inform the Financial Institution in advance and will accompany the Financial Institution representative, for which I/we have already executed the authority letter and Power of attorney in favour of the Financial Institution representative, to extend all assistance as may be required by the Financial Institution for procurement of Original title Deeds deposited with Mortgagee Bank/ financial Institution and any documents/information relating to the earlier loan agreements and in respect of the said property, kept as security.
- n) I/We hereby declare that I/We hereby agree and confirm that I/we shall provide all assistance as may be required by the Financial Institution for procurement of any documents/information relating to the earlier loan agreements/said property.

In the event of failure to comply with the provisions mentioned herein above of this Undertaking, in addition to such legal remedies as are available to the Financial Institution. I/we shall if the Financial Institution may so deem fit to charge, pay an "Additional Interest" in terms of the loan agreement against the said Loan, from the date of the disbursement till the date of compliance by me/us of such provisions.

I/We specifically agree that the Financial Institution shall not be held liable or responsible for any loss or damage suffered by me/us including but not limited to any loss in Income Tax benefit etc.

I/We are aware that any breach or default in complying with all or any of the aforesaid undertaking(s) will constitute an event of default under the said Loan Agreement.

I am/We are aware that it is on the faith of our aforesaid undertakings that the Financial Institution has agreed to disburse the said Loan.

Dated .....

Witnesses 1: .....

Signature of all borrowers .....

Witnesses 2: .....

## ANNEXURE

Sr. No.	Document Details	Date of Document	Original/Copy

.....  
Signature of Borrower

.....  
Signature of Co-borrower

.....  
Signature of Co-borrower

.....  
Signature of Guarantor

.....  
Signature of IKFL Representative

## UNDERTAKING BY THE BORROWERS TO DEPOSIT THE PENDING TITLE DOCUMENTS

Date: .....

To,

**IFFCO Kisan Finance Ltd.**

Registered Office: IFFCO Sadan, C-1, District Centre, Saket Place, New Delhi-110017

Corporate Office: 3rd Floor, IFFCO Tower-1, Plot No. 3, Sector-29, Gurugram-122001, Haryana

Dear Sir,

Ref: File No: \_\_\_\_\_

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

I/We, \_\_\_\_\_ have been sanctioned a loan of Rs. \_\_\_\_\_  
vide a loan agreement dated, \_\_\_\_\_

("Loan Agreement"), executed between I/We and IFFCO KISAN FINANCE LIMITED ("IKFL") interalia on a condition that the following Original / Certified True copy of the documents shall be submitted by me/us to you as post disbursal documents:

Sr. No.	Document	Original / Certified True Copy

I/We hereby undertake to submit the aforesaid documents within a period of \_\_\_\_\_ days from the date of disbursement

I/We further, declare and confirm that on my/our failure to comply with the aforesaid requirements, IKFL can take appropriate action against me/us in the manner and as provided under the Loan Agreement and/or any other allied documents.

Thanking you,

Yours Faithfully,

\_\_\_\_\_  
Signature of the Applicant(s)

\_\_\_\_\_  
Name of the Applicant(s)

\_\_\_\_\_  
Signature of Borrower

\_\_\_\_\_  
Signature of Co-borrower

\_\_\_\_\_  
Signature of Co-borrower

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

\_\_\_\_\_  
Signature of IKFL Representative



**FORM NO. 60**  
**(For Borrower Only)**  
**(Mandatory filled and signed by Applicant if not having a Valid PAN)**

[See Third proviso to rule 114B]

*Form of Declaration to be filed by a person who does not have either a permanent account number or General Index Register Number and who makes payment in cash in respect of transaction specified in clauses (a) to (h) of rule 114B*

1. Full name and address of the Declarant
2. Particulars of transaction
3. Amount of the transaction
4. Are you assessed to tax? Yes / No
5. If Yes,
  - (I) Details of Ward / Circle / Range where the last return of income was filed?
  - (II) Reasons for not having permanent account number / General Index Register Number?
6. Details of the document being produced in support of address in column (I)

*Verification*

I, \_\_\_\_\_

do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_



Signature of the declarant

Instructions: - Documents which can be produced in support of the address are:

- |   |  |
|---|--|
| (a) Ration Card                             | (f) Copy of the electricity bill or telephone bill showing residential address   |
| (b) Passport                                | (g) any document or communication issued by any authority of Central Government, State Government or Ion bodies showing residential address. |
| (c) Driving licence                         | (h) Any other-documentary evidence in support of his address given in the declaration.   |
| (d) Identity Card issued by any institution |  |
| (e) Adhar Card                              |  |

**FORM NO. 60**  
**(For Co-Borrower-1 Only)**  
**(Mandatory filled and signed by Co- Borrower -1 if not having a Valid PAN)**

[See Third proviso to rule 114B]

*Form of Declaration to be filed by a person who does not have either a permanent account number or General Index Register Number and who makes payment in cash in respect of transaction specified in clauses (a) to (h) of rule 114B*

7. Full name and address of the Declarant
8. Particulars of transaction
9. Amount of the transaction
10. Are you assessed to tax? Yes / No
11. If Yes,
  - (III) Details of Ward / Circle / Range where the last return of income was filed?
  - (IV) Reasons for not having permanent account number / General Index Register Number?
12. Details of the document being produced in support of address in column (I)

*Verification*

I, \_\_\_\_\_

do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_



Signature of the declarant

Instructions: - Documents which can be produced in support of the address are:

- |  |   |
|--|---|
| (i) Ration Card  | (p) Any other-documentary evidence in support of his address given in the declaration |
| (j) Passport   |   |
| (k) Driving licence  |   |
| (l) Identity Card issued by any institution                                    |   |
| (m) Adhar Card   |   |
| (n) Copy of the electricity bill or telephone bill showing residential address |   |
| (o) any document or communication issued by any authority of                   |   |

**FORM NO. 60**  
**(For Co-Borrower-2 Only)**  
**(Mandatory filled and signed by Borrower-2 if not having a Valid PAN)**

[See Third proviso to rule 114B]

*Form of Declaration to be filed by a person who does not have either a permanent account number or General Index Register Number and who makes payment in cash in respect of transaction specified in clauses (a) to (h) of rule 114B*

1. Full name and address of the Declarant
2. Particulars of transaction
3. Amount of the transaction
4. Are you assessed to tax? Yes / No
5. If Yes,
  - (I) Details of Ward / Circle / Range where the last return of income was filed?
  - (II) Reasons for not having permanent account number / General Index Register Number?
6. Details of the document being produced in support of address in column (I)

*Verification*

I, \_\_\_\_\_

do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_



Signature of the declarant

Instructions: - Documents which can be produced in support of the address are:

- (a) Ration Card
- (b) Passport
- (c) Driving licence
- (d) Identity Card issued by any institution
- (e) Adhar Card

- (f) Copy of the electricity bill or telephone bill showing residential address
- (g) any document or communication issued by any authority of Central Government, State Government or Ion bodies showing residential address.
- (h) Any other-documentary evidence in support of his address given in the declaration.

**FORM NO. 60**  
**(For Guarantor Only)**  
**(Mandatory filled and signed by Guarantor if not having a Valid PAN)**

[See Third proviso to rule 114B]

*Form of Declaration to be filed by a person who does not have either a permanent account number or General Index Register Number and who makes payment in cash in respect of transaction specified in clauses (a) to (h) of rule 114B*

7. Full name and address of the Declarant
8. Particulars of transaction
9. Amount of the transaction
10. Are you assessed to tax? Yes / No
11. If Yes,
  - (III) Details of Ward / Circle / Range where the last return of income was filed?
  - (IV) Reasons for not having permanent account number / General Index Register Number?
12. Details of the document being produced in support of address in column (I)

*Verification*

I, \_\_\_\_\_

do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_



Signature of the declarant

Instructions: - Documents which can be produced in support of the address are:

- (i) Ration Card
- (j) Passport
- (k) Driving licence
- (l) Identity Card issued by any institution
- (m) Adhar Card
- (n) Copy of the electricity bill or telephone bill showing residential address
- (o) any document or communication issued by any authority of

Central Government, State Government or Ion bodies showing residential address.

- (p) Any other-documentary evidence in support of his address given in the declaration

**IFFCO KISAN FINANCE LIMITED**
**KEY FACT STATEMENT / MOST IMPORTANT TERMS & CONDITIONS**

Application No./ LAN No \_\_\_\_\_ BORROWER NAME: \_\_\_\_\_

Following are the MOST IMPORTANT TERMS and CONDITIONS agreed between the Borrower and IFFCO KISAN FINANCE LTD (IKFL)

**A - LOAN DETAILS**

Loan Amount (Sanctioned Amount)	Rs.	Determined on the basis of credit appraisal of the profile, income and valuation of the security being offered	Purpose of Loan (End Use)	LAP / BT / Top-Up
Rate of Interest	_____ %	Floating <input type="checkbox"/> Fixed <input type="checkbox"/>	Loan Tenure (In Months)	_____ Months

**Please note :-**

- IKFL Prime Lending Rate - IKFLPLR is the rate announced by IKFL and shall govern the Rate of Interest for your loan contract from time to time.
- This is subject to the provisions for variation thereof in terms of the loan agreement executed by you.
- IKFL has the right to revise the Retail Prime Lending Rate from time to time and accordingly, the applicable Rate of Interest shall be revised, and impact shall be given on loan tenure or EMI as the case may be.
- In case of any such changes in the IKFLPLR, customers will be intimated via SMS / Email mode of communication.
- Post completion of the Fixed Rate tenure, loan will be converted in to Floating Rate basis and linked to IKFL IKFLPLR prevailing at that time.
- IKFL shall issue the annual outstanding balance statement to the Borrower at the request within 7 working days. However, to know the current outstanding balance customer can get in touch at **1800 203 5972** or write us on [care@kisanfinance.com](mailto:care@kisanfinance.com)

**B-FEES & CHARGES - All amounts are inclusive of GST, except if mentioned separately.**

Sr. No.	Subject	Name of Fee / Charges Levied	When Payable	Frequency	Applicable Charges
1.	MSME/LOAN AGAINST PROPERTY	Processing Fee	At application	Once	Up to 2.00% of the loan amount+ GST (Including upfront initial processing fees paid at the time of login)
2.	Statutory Charges	Stamp duty/MOD/MOE/registration	On fixing of disbursement/change or addition of security	As may be applicable	As applicable in the respective States.
3.	Overdue Charges /Penal Charges/Late Payment Charges	Overdue Charges	Every time payment delayed and to be paid on the overdue amount until cleared	As may be applicable	6% P.A. above current applicable interest rate
4.	Rate Switch Charges (For Floating rate cases)	Conversion Fees	Event	On conversion for customer-initiated requests only	Up to Rs. 5000 + Applicable GST per instance
5.	Cheque dishonor charges / rejection of NACH / ECS mandate	Miscellaneous Charges	On Cheque/Mandate Dishonor	Depends on no. of Dishonor.	Rs 500/- + GST for every Cheque dishonor/ rejection of NACH/Auto debit Mandate
6.	Foreclosure Statement	Miscellaneous Charges	Event	For customer-initiated requests only	Rs 500/- + GST
7.	list of Documents	Miscellaneous Charges	Event	For customer-initiated requests only	Rs 500/- + GST

8.	PDC Charges (Repayment mode other than ECS / NACH)	Miscellaneous Charges	Event	One-time charge	Rs 750/-
9.	Payment Instrument Swapping Charges	Miscellaneous Charges	Event	On every request	Rs 1000/- + GST
10.	Loan Cancellation Charges (Prior First EMI Billing)	Cancellation Charges	Event	One-time charge for customer-initiated requests only	Rs 5,000/- +GST
11.	Collection Visit Charges	Miscellaneous Charges	Event	On Every Visit	250/- + GST
12.	Legal Charges	Charges	Event	-	Asper Actuals
13.	Charges for copy of loan agreement	Miscellaneous Charges	Event	On Request	Rs. 250/-
14.	Legal and Technical Charges	Charges	Event	-	Rs. 4000/+ GST
15.	Physical Copy - Statements of Accounts (SOA)	Miscellaneous Charges	Event	For Customer Initiated requests only	Rs 200/- + GST per contract
16.	Arbitration, Notices and Other incidental Charges on Repayment Default	Miscellaneous Charges	Event	At Actuals	ADHOC basis cost incurred on recovering Due form Delinquent accounts
17.	Physical Copy – Repayment Schedule	Miscellaneous Charges	Event	For Customer Initiated requests only	Rs 250/- GST per contract
18.	Duplicate NOC Issuance Charges	Miscellaneous Charges	Event	For cases other than contract termination	Rs 500/- GST per contract
19.	Property Swapping charges• (Restriction of swapping up to 2 times only)	Miscellaneous Charges	Event	1st time property swap	Rs 10,000/- GST
				2nd time property swap	Rs 20,000/- + GST
20.	Foreclosure Charges (Floating Rate of Interest)	(i) Individual Borrower with end-use other than Business	Event	Pre-Closure of Loan through own funds or Balance Transfer	NIL
		(ii) Individual Borrower with end use as business	Event	Pre-Closure of Loan through own funds or Balance Transfer	5 % + GST
		(iii) Non-Individual Borrower irrespective of end use (irrespective of individual or non-individual, Co-borrowers)	Event	Pre-Closure of Loan through own funds or Balance Transfer	5%+ GST
21.	Foreclosure Charges (Fixed Rate of Interest)	Individual or Non-Individual Borrower	Event	Pre-Closure of Loan through own funds or Balance Transfer	5% + GST
22.	Part-Prepayment Charges (Floating Rate of Interest)	(i) Individual Borrower with end-use other than Business	Event	Applicable on Amount paid against Part Prepayment	NIL
		(ii) Individual Borrower with end use as business	Event	Applicable on Amount paid against Part Prepayment	5 % + GST
		(iii) Non-Individual Borrower irrespective of end use (irrespective of individual or non-individual, Co-borrowers)	Event	Applicable on Amount paid against Part Prepayment	5%+ GST
23.	Part-Prepayment Charges (Fixed Rate of Interest)	Individual or Non-Individual Borrower	Event	Applicable on Amount paid against Part Prepayment	5% + GST
24.	CERSAI	CERSAI Charges	On Fixing of Disbursement	Once	Rs. 100 + GST For Loan Amount above Rs. 5 Lakh and Rs.50 + GST For Loan amount Up to Rs.5 Lakh

\*Property swapping to be allowed subject to internal approval

**G-SECURITY & COLLATERAL FOR THE LOAN**

1	Property Description/Collateral Address	
2	Guarantee: Name of the Guarantor/s (if any)	
3	Other Security Interest/Additional Collateral (if any)	

**H-ANY OTHER TERMS & CONDITIONS FOR FULFILLMENT**


**I - REPAYMENT OF LOAN**

Monthly Installment Amount	Rs.	Advance EMI	Rs.
Mode of Repayment	NACH / PDC / Direct Debit	No. of Installments	
Repayment frequency by the borrower	Monthly	Procedure for advance intimation of the changes in ROI/EMI/Charges will be intimated via SMS or Email	

Due date of EMI Repayment will be provided upon disbursement of loan in a form of a Repayment/Amortization schedule. The same shall be made available in the login section of the IFFCO KISAN FINANCE LIMITED on our website [www.kisanfinance.com](http://www.kisanfinance.com)

**Security:** Security of the loan would generally be security interest on the Asset being financed and/or any other collateral/ interim security as may be required by IFFCO Kisan Finance Limited.

**Sanction and Disbursement of Loan:** Sanction of Loan is at the sole discretion of IFFCO Kisan Finance Limited as per its prevailing Underwriting policies, subject to the Customer submitting duly signed and complete Application, KYC, and other requisite documents. Disbursal shall be subject to the Customer satisfying the sanction conditions, providing additional documents as required, paying all up-front charges, and agreeing to the Terms and conditions of the Loan by signing the Loan Agreement with IFFCO Kisan Finance Limited. Disbursal may be remitted to the Borrower, Seller or Third Party depending on the type of facility availed by the borrower(s).

**Repayment:** Repayment of the loan can be made through NACH. NACH mandate is collected upfront from the Customer and wherever successfully registered, the same is presented on the instalment due date. The customer is expected to maintain a sufficient balance in the account on the Instalment due date to allow Instalment debit. Customers may also pay by cash/ cheque/demand draft at any of IFFCO Kisan Finance Limited's offices. IFFCO Kisan Finance Limited, at its sole discretion, may stipulate the acceptable repayment mode on a case-to-case basis. IFFCO Kisan Finance Limited also accepts post-dated cheques for repayment. Any change in Instalment amount or Loan Tenure will be intimated to the Customer in advance through SMS/ Email/ Letter.

**Asset Classification:** As per RBI guidelines, your account classification shall strictly be on the basis of the number of days your Instalment remains overdue from the last cycle date where dues were paid or from the first due date in case of a new loan.

For example, if the last Instalment was due on **5th November 2021**, and remains unpaid, your account shall be deemed to have crossed:

1 Day Past Due (DPD) at the End of the day on 5th November 2021 – hereafter classified as **SMA 0**

30 DPD at the End of the day on 5th December 2021 – hereafter classified as **SMA 1**

60 DPD at the End of the day on 4th January 2022 – hereafter classified as **SMA 2**

90 DPD at the End of the day on 3rd February 2022 – classified as **Non-Performing Asset (NPA)**

It is also imperative to note that the concept of the number of days past due shall apply to the accounts once the days-end process is completed on the concerned date as mentioned in the illustration above. Further, any account, once classified as NPA at end of the 90th day (90 DPD), shall be upgraded/ classified as Standard only after entire outstanding instalments are cleared.

The calculation of DPD shall not consider the frequency of Instalments or Instalment due date falling in the interim.

**Recovery of Dues:** Customers are obliged to repay the loan in the form of Installments as per the repayment schedule until closure. In case of failure on the part of the Customer to pay the Instalment on time, IFFCO Kisan Finance Limited will be within its rights to take all necessary steps to recover the overdue amount along with applicable charges and penalties

as per the Terms and Conditions of the Loan. The steps taken shall include but are not limited to making collection calls, physical visits by staff or authorized agents, repossession of assets, filing suits, and legal proceedings. All expenses incurred in such proceedings shall be borne by the Customer apart from the Instalments and charges due. Further, all defaults in payment shall be periodically reported to CICs and regulatory bodies.

**Acknowledgement:** A customer copy of the MITS is attached to this Agreement, your signature confirms that you have received it and that you agree to all the terms and conditions.

**Customer Service Mechanism:** IFFCO Kisan Finance Limited is committed to providing world-class service to our customers through our various touch points. Customers can route their queries and requests by:

- a. Walking into any of our Offices: Customers can walk into any of our offices and fill up the Customer Request Form (CRF) or provide us with a Letter mentioning their requests.
- b. Dialling our Toll-Free Number: Customers may call our toll-free number **18002035972**. Our customer care service is available between **9:30 am and 6:00 pm (Monday to Friday)**
- c. Mailing us on our dedicated Customer Care e-mail ID: Customers can also email us their queries and requests at **care@kisanfinance.com**
- d. By sending physical requests to our address: Customers may dispatch their physical requests at: Customer Care Department, IFFCO Kisan Finance Limited, IFFCO Tower-1, Plot No.3, Sector-29, Gurugram – 122002

**Grievance Redressal Mechanism:** A robust process for Grievance Redressal has been defined by the management to ensure that the company provides maximum possible windows to its customers in case their grievances are not addressed with utmost satisfaction. Any customer with a grievance can raise the same to our Regional Nodal Officers as per the Region-wise contact details given under Annexure 1. Alternatively, they can email us at **care@kisanfinance.com** or call us at **18002035972** between 09:30 am to 06:00 pm on weekdays. They can also write to us at Customer Care, IFFCO Kisan Finance Limited, IFFCO Tower-1, Plot No.3, Sector-29, Gurugram – 122002.

**The escalation matrix has been defined as below:**

1. **Level 1:**

If any customer is not satisfied with the resolution provided by any of the channels mentioned above, then, he/she can write to Mr. Ved Prakash Singh, Grievance Officer, IFFCO Kisan Finance Limited, IFFCO Tower-1, Plot No.3, Sector-29, Gurugram – 122002 or email him at **grievance@kisanfinance.com**

2. **Level 2:**

If any customer is not satisfied with the resolution provided by the Grievance Officer, he/she can write to Mr. Vijay Kumar Mishra, Nodal Officer, IFFCO Kisan Finance Ltd, IFFCO Tower-1, Plot No.3, Sector-29, Gurugram – 122002 or email him at **nodal.officer@kisanfinance.com**

3. **Level 3:**

If the customer fails to get any resolution by the above channels, he can write to Mr. Rakesh Dhasmana, Principal Officer, IFFCO Kisan Finance Limited, IFFCO Tower-1, Plot No.3, Sector-29, Gurugram – 122002, or email him at **principal.officer@kisanfinance.com**

In case the customer does not receive a response from the Company within one month of making the first complaint or is dissatisfied with the response received, the customer may approach the Complaint Redressal Cell of RBI through the following mode of communication:

1. The complainant may click on the following link for registering a complaint: **<https://cms.rbi.org.in>**
2. The complainant may mail to: **crpc@rbi.org.in**



## MSME LOAN MITC

## IFFCO KISAN FINANCE LIMITED

## KEY FACT STATEMENT / MOST IMPORTANT TERMS &amp; CONDITIONS

Application No./ LAN No \_\_\_\_\_ BORROWER NAME: \_\_\_\_\_

Following are the MOST IMPORTANT TERMS and CONDITIONS agreed between the Borrower and IFFCO KISAN FINANCE LTD (IKFL)

## A - LOAN DETAILS

Loan Amount (Sanctioned Amount)	Rs.	Determined on the basis of credit appraisal of the profile, income and valuation of the security being offered	Purpose of Loan (End Use)	LAP / BT / Top-Up
Rate of Interest	_____ %	Floating <input type="checkbox"/> Fixed <input type="checkbox"/>	Loan Tenure (In Months)	_____ Months

## Please note :-

- IKFL Prime Lending Rate - IKFLPLR is the rate announced by IKFL and shall govern the Rate of Interest for your loan contract from time to time.
- This is subject to the provisions for variation thereof in terms of the loan agreement executed by you.
- IKFL has the right to revise the Retail Prime Lending Rate from time to time and accordingly, the applicable Rate of Interest shall be revised, and impact shall be given on loan tenure or EMI as the case may be.
- In case of any such changes in the IKFLPLR, customers will be intimated via SMS / Email mode of communication.
- Post completion of the Fixed Rate tenure, loan will be converted in to Floating Rate basis and linked to IKFL IKFLPLR prevailing at that time.
- IKFL shall issue the annual outstanding balance statement to the Borrower at the request within 7 working days. However, to know the current outstanding balance customer can get in touch at **1800 203 5972** or write us on [care@kisanfinance.com](mailto:care@kisanfinance.com)

## B-FEES &amp; CHARGES - All amounts are inclusive of GST, except if mentioned separately.

Sr. No.	Subject	Name of Fee / Charges Levied	When Payable	Frequency	Applicable Charges
1.	MSME/LOAN AGAINST PROPERTY	Processing Fee	At application	Once	Up to 2.00% of the loan amount+ GST (Including upfront initial processing fees paid at the time of login)
2.	Statutory Charges	Stamp duty/MOD/MOE/registration	On fixing of disbursement/change or addition of security	As may be applicable	As applicable in the respective States.
3.	Overdue Charges /Penal Charges/Late Payment Charges	Overdue Charges	Every time payment delayed and to be paid on the overdue amount until cleared	As may be applicable	6% P.A. above current applicable interest rate
4.	Rate Switch Charges (For Floating rate cases)	Conversion Fees	Event	On conversion for customer-initiated requests only	Up to Rs. 5000 + Applicable GST per instance
5.	Cheque dishonor charges / rejection of NACH / ECS mandate	Miscellaneous Charges	On Cheque/Mandate Dishonor	Depends on no. of Dishonor.	Rs 500/- + GST for every Cheque dishonor/ rejection of NACH/Auto debit Mandate
6.	Foreclosure Statement	Miscellaneous Charges	Event	For customer-initiated requests only	Rs 500/- + GST
7.	list of Documents	Miscellaneous Charges	Event	For customer-initiated requests only	Rs 500/- + GST

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8.	PDC Charges (Repayment mode other than ECS / NACH)	Miscellaneous Charges	Event	One-time charge	Rs 750/-
9.	Payment Instrument Swapping Charges	Miscellaneous Charges	Event	On every request	Rs 1000/- + GST
10.	Loan Cancellation Charges (Prior First EMI Billing)	Cancellation Charges	Event	One-time charge for customer-initiated requests only	Rs 5,000/- + GST
11.	Collection Visit Charges	Miscellaneous Charges	Event	On Every Visit	250/- + GST
12.	Legal Charges	Charges	Event	-	As per Actuals
13.	Charges for copy of loan agreement	Miscellaneous Charges	Event	On Request	Rs. 250/-
14.	Legal and Technical Charges	Charges	Event	-	Rs. 4000/+ GST
15.	Physical Copy - Statements of Accounts (SOA)	Miscellaneous Charges	Event	For Customer Initiated requests only	Rs 200/- + GST per contract
16.	Arbitration, Notices and Other incidental Charges on Repayment Default	Miscellaneous Charges	Event	At Actuals	ADHOC basis cost incurred on recovering Due form Delinquent accounts
17.	Physical Copy – Repayment Schedule	Miscellaneous Charges	Event	For Customer Initiated requests only	Rs 250/- GST per contract
18.	Duplicate NOC Issuance Charges	Miscellaneous Charges	Event	For cases other than contract termination	Rs 500/- GST per contract
19.	Property Swapping charges• (Restriction of swapping up to 2 times only)	Miscellaneous Charges	Event	1st time property swap	Rs 10,000/- GST
				2nd time property swap	Rs 20,000/- + GST
20.	Foreclosure Charges (Floating Rate of Interest)	(i) Individual Borrower with end-use other than Business	Event	Pre-Closure of Loan through own funds or Balance Transfer	NIL
		(ii) Individual Borrower with end use as business	Event	Pre-Closure of Loan through own funds or Balance Transfer	5 % + GST
		(iii) Non-Individual Borrower irrespective of end use (irrespective of individual or non-individual, Co-borrowers)	Event	Pre-Closure of Loan through own funds or Balance Transfer	5% + GST
21.	Foreclosure Charges (Fixed Rate of Interest)	Individual or Non-Individual Borrower	Event	Pre-Closure of Loan through own funds or Balance Transfer	5% + GST
22.	Part-Prepayment Charges (Floating Rate of Interest)	(i) Individual Borrower with end-use other than Business	Event	Applicable on Amount paid against Part Prepayment	NIL
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24.	CERSAI	CERSAI Charges	On Fixing of Disbursement	Once	Rs. 100 + GST For Loan Amount above Rs. 5 Lakh and Rs.50 + GST For Loan amount Up to Rs.5 Lakh

\*Property swapping to be allowed subject to internal approval

**G-SECURITY & COLLATERAL FOR THE LOAN**

1	Property Description/Collateral Address	
2	Guarantee: Name of the Guarantor/s (if any)	
3	Other Security Interest/Additional Collateral (if any)	

**H-ANY OTHER TERMS & CONDITIONS FOR FULFILLMENT**


**I - REPAYMENT OF LOAN**

Monthly Installment Amount	Rs.	Advance EMI	Rs.
Mode of Repayment	NACH / PDC / Direct Debit	No. of Installments	
Repayment frequency by the borrower	Monthly	Procedure for advance intimation of the changes in ROI/EMI/Charges will be intimated via SMS or Email	

Due date of EMI Repayment will be provided upon disbursement of loan in a form of a Repayment/Amortization schedule. The same shall be made available in the login section of the IFFCO KISAN FINANCE LIMITED on our website [www.kisanfinance.com](http://www.kisanfinance.com)

**Security:** Security of the loan would generally be security interest on the Asset being financed and/or any other collateral/ interim security as may be required by IFFCO Kisan Finance Limited.

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- a. Walking into any of our Offices: Customers can walk into any of our offices and fill up the Customer Request Form (CRF) or provide us with a Letter mentioning their requests.
- b. Dialling our Toll-Free Number: Customers may call our toll-free number **18002035972**. Our customer care service is available between **9:30 am and 6:00 pm (Monday to Friday)**
- c. Mailing us on our dedicated Customer Care e-mail ID: Customers can also email us their queries and requests at **care@kisanfinance.com**
- d. By sending physical requests to our address: Customers may dispatch their physical requests at: Customer Care Department, IFFCO Kisan Finance Limited, IFFCO Tower-1, Plot No.3, Sector-29, Gurugram – 122002

**Grievance Redressal Mechanism:** A robust process for Grievance Redressal has been defined by the management to ensure that the company provides maximum possible windows to its customers in case their grievances are not addressed with utmost satisfaction. Any customer with a grievance can raise the same to our Regional Nodal Officers as per the Region-wise contact details given under Annexure 1. Alternatively, they can email us at **care@kisanfinance.com** or call us at **18002035972** between 09:30 am to 06:00 pm on weekdays. They can also write to us at Customer Care, IFFCO Kisan Finance Limited, IFFCO Tower-1, Plot No.3, Sector-29, Gurugram – 122002.

**The escalation matrix has been defined as below:**

**1. Level 1:**

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**2. Level 2:**

If any customer is not satisfied with the resolution provided by the Grievance Officer, he/she can write to Mr. Vijay Kumar Mishra, Nodal Officer, IFFCO Kisan Finance Ltd, IFFCO Tower-1, Plot No.3, Sector-29, Gurugram – 122002 or email him at **nodal.officer@kisanfinance.com**

**3. Level 3:**

If the customer fails to get any resolution by the above channels, he can write to Mr. Rakesh Dhasmana, Principal Officer, IFFCO Kisan Finance Limited, IFFCO Tower-1, Plot No.3, Sector-29, Gurugram – 122002, or email him at **principal.officer@kisanfinance.com**

In case the customer does not receive a response from the Company within one month of making the first complaint or is dissatisfied with the response received, the customer may approach the Complaint Redressal Cell of RBI through the following mode of communication:

1. The complainant may click on the following link for registering a complaint: **https://cms.rbi.org.in**
2. The complainant may mail to: **crpc@rbi.org.in**





## **IFFCO Kisan Finance Ltd.**

**Corporate Office: 3rd Floor, IFFCO Tower-1, Plot No. 3, Sector-29, Gurugram-122001, Haryana**

**Registered Office: IFFCO Sadan, C-1, District Centre, Saket Place, New Delhi-110017**

**Toll Free No.: 1800 203 5972**