

SD-11(E)

AGREEMENT FOR PLEDGE OF SECURITIES

[For loans/advances against Govt. Securities/Shares/Debentures]

[In Physical Form]

Place:.....

Date:.....

To

DHANLAXMI BANK LTD

.....Branch

Dear Sirs,

I/we, the undersigned hereby agree that all goods, document of title to the goods and securities of every description, (hereinafter referred to as “the said securities” which I/We may from time to time deposit with the Bank by way of pledge, shall be deemed to have been deposited with, and shall be held by the Bank upon and subject to the terms and conditions hereinafter mentioned that is to say:

1. The said securities shall be a security to the Bank for payment to the Bank on demand of:-

(a) All monies which now are, or which at any time hereafter may become due and owing from me/us to the Bank, whether alone or jointly with any person, firm or company, by way of overdraft in current account, or by way of loan or by way of cash credit with the Bank (including money owing upon any cheque, promissory notes, or bills of exchange drawn, accepted or endorsed by me/us or which shall have been paid for my/our credit either solely or jointly with another or others).

(b) Interest on the monies aforesaid from the respective dates on which the same shall be advanced to me/us at the rate of.....% with.....rests or at such other rates or rests as may be fixed by the Bank from time to time depending on the changes in the Marginal Cost of Funds based Lending Rate (MCLR) of the Bank/Repo Rate of RBI or change of policy of the Bank or directives of the Reserve Bank of India from time to time and or Bank shall charge additional interest rate/ penal interest if the rating of the borrower is downgraded and any notice displayed on the notice board of the Bank or website of the Bank of such revision shall be sufficient notice to me/us.

(c) All expenses which may be incurred by the Bank in preserving, protecting, selling or attempting to sell and realizing the said securities or any of them.

(d) All other costs, charges and expenses, if any, which the Bank may be entitled by law to add to the said security.

2. IN CONSIDERATION OF the said advances, I/we hereby personally promise to remain liable for and to pay to the Bank on demand the said several items specified in paragraphs (a) to (d) of the preceding clause.

3. The power of sale conferred by law on the Bank in the event of the monies for the time being due and owing by me/us to the Bank and the interest thereon not being paid on demand, shall be exercisable by the Bank in such manner as the Bank may think fit, and for the purpose of or to effect any such sale by the Bank, the Bank may stamp complete and register transfer deeds or other documents and pending any such sale may collect, receive, give receipts for and recover any dividends, interest and monies relating to the said securities or any of them.

4. The Bank shall not be liable to me/us for any involuntary loss which may occur during its custody of the said securities or by reason of the sale of the said securities or any of them or for any deterioration or any depreciation in value of the said securities.

5. All accounts of sales rendered to me/us by the Bank shall be conclusive evidence both in and out of Court in respect of all matters therein stated.

6. The Bank may out of the proceeds of sale of the said securities retain all monies owing by me/us in my/our said current, loan or cash credit account with the Bank and also all costs and expenses incurred in relation to the said sale, the surplus (if any) being paid to me /us and the deficiency (if any) being made good by me/us to the Bank on demand.

7.I/we hereby agree to execute on demand by the Bank such further documents as may be required by the Bank to vest the said securities or any of them in the Bank and to render the same readily saleable, transferable/realizable by the Bank at any time.

8.I/we hereby also agree that notwithstanding anything hereinbefore contained the Bank shall not be bound to allow to continue to operate my/our overdraft, Current Account, Loan or Cash Credit to any extent or for any time further than the Bank shall in its absolute discretion see fit to do.

9. I/we hereby also agree that if at the time when the said Current Account, Loan or Cash Credit is closed, any balance shall be owing from me/us to the Bank, I/We will, so long as such balance or any part thereof shall remain owing, pay interest thereon to the Bank at the rate aforesaid with.....rests from the time when such balance shall be ascertained.

10.The above terms and conditions shall apply and shall be deemed always to have applied to all securities irrespective of the nature of the said securities, which may from time to time hereafter be pledged by me/us to the Bank as security for any monies advanced or agreed to be advanced to and for the time being owing by me/us to the Bank on any account whatsoever.

11. The Borrower agrees that the sanction letter allowing the facility shall be read in conjunction with the provisions of this agreement and in the event of any inconsistency in this agreement with the aforesaid sanction letter, the terms and conditions mentioned in the sanction letter shall prevail for all intents and purposes.

12. I/we hereby declare that the said securities will always be my/our absolute property at my/our sole disposal and free from any prior charge or encumbrance.

13. I/we shall pay fee and other charges to the Bank for processing the loan application, mortgage charges/expenses, upfront fee and other fee and charges stipulated by the Bank from time to time at the rate published in the notice board or website of the Bank from time to time.

14. The Borrower further agrees that the Bank shall have an unqualified right to recover all the expenses incurred by the Bank of whatever nature in connection with the recovery actions including but not limited to the fees and expenses towards its Advocates and solicitors with regard to obtention of opinions, litigations, both Civil and criminal, initiated either by the bank or against the Bank with respect to the subject loan account and the Borrower hereby irrevocably and unconditionally authorizes and empowers the Bank to debit and recover the same from the loan account, I/we also agree that the Bank shall have an unfettered right of set off or lien towards any dues in this regard.

15. I/we agree that the Bank shall have a right of general lien and set off over my/our other accounts with the Bank and/or securities held by the Bank for other advance/s to me/us in case the advances covered under these presents become overdue and irregular and are not satisfied and to dispose of such securities and realize the proceeds to the satisfaction of the dues.

16. I/we declare that the information and data furnished by me/us to the Bank are true and correct and specifically agree that as a pre-condition for granting loans/advances/other non-fund based credit facilities, the Bank shall have an unqualified right to disclose the information or data relating to me/us, the information or data relating to any credit facility availed of/to be availed by me/us, default if any committed by me/us in discharge of the obligations or any other information as the Bank may deem appropriate and necessary to the Credit Information Companies or any other agency authorized by the Reserve Bank of India and such agencies may process the information and furnish the processed information for consideration to any Banks/Financial Institutions or other credit grantors or registered users as may be specified by the Reserve Bank of India. I/we further agrees that in case of default, if any committed by me/us in discharge of the obligations, the Bank shall have the undisputed right to publish my/our photograph/s as a defaulter to the Bank in daily news papers or other media as decided by the Bank, at my/our risk and costs and I/we hereby conveys my/our express consent for such acts of the Bank without any further intimation to me/us.

17. I/we agree that the Bank may transfer/assign/sell/refinance the credit facilities and the securities or the security documents to any other bank/financial Institution/Securitisation Company/ Asset Reconstruction Company or any such organization or their agents without reference to the Borrower for the purpose of securitisation / asset reconstruction or refinance/ outright sale and in case of such sale the terms and conditions of the credit sanction agreed to by the Borrower with the Bank shall continue to govern and the buying Bank/Financial Institution/Securitisation Company/Asset Reconstruction Company or any such organization or their agents shall have recourse to the Borrower and the terms and conditions of sale shall be governed by the agreement entered into by the Bank with the buyer bank/Financial institution/Securitization Company/ Asset Reconstruction Company any such organization or their agents. The Borrower further undertakes to execute any document for doing and executing of all such acts, things, deeds, documents or assurances as the Bank/ Financial Institution/securitization company may require for perfecting such assignment.

18. I/we agree to accept as conclusive proof of the correctness of any sum claimed to be due to the Bank under this agreement a statement of account made out from the books of the Bank and signed by the duly authorized officer of the Bank or data/print out of the data in respect of the account stored in a floppy, disc, tape or any other form of electro-magnetic storage device or computer system generated printout without production of any voucher, document or paper.

19. Any delay in exercise or omission to exercise any right, power or remedy occurring to the Bank upon any default under this agreement shall not impair or prejudice any such right, power or remedy nor shall be construed to be a waiver thereof or any acquiescence in such default nor such inaction of the Bank in respect of any default affect or impair any right,

power or remedy of the Bank in respect of such default.

20. I/we further undertake not to utilize the amount borrowed or any part thereof for any purpose other than for which it/they has/have been sanctioned and if the Bank has reason to believe that I/we have violated this condition, the Bank has got the full liberty to recall the loan amount or any part thereof immediately

21. I/we agree that we shall not induct on our Board a person whose name appears in the list of Wilful Defaulters published by the Reserve Bank of India and/or any other Credit Information Companies and that in case, such a person is found to be on our Board, we would take expeditious and effective steps for removal of that person/s from our Board. If we fail to comply with the said requirement, you shall be entitled to initiate all proceedings as envisaged by law against us including criminal action, foreclosure and change of ownership

22. I/we agree that in case of restructuring of loans and if we are unable to come out of stress due to operational /managerial inefficiencies or for any other reasons and fails to achieve the viability milestones and/or adhere to the 'critical conditions', we hereby agree that you shall have the right at your discretion to initiate change of ownership of our Company by converting our Loan dues to equity shares.

23. I/we agree that we shall submit necessary approvals/authorizations (including special resolution by the shareholders), as required under extant laws/regulations, to enable you to exercise the above rights and we shall also co-operate with you for its effective execution.

24. That the Borrower hereby expressly authorize the Bank to approach Income Tax Department and/or any other Government Department/Authority/Agency to access the information (including without limitation, Balance Sheet, Profit & Loss Account, Income Statement and Returns) about the Borrower and their business or activity submitted by the Borrower to such authority or entity, for the purpose of verification of the same with the information submitted by the Borrower to the Bank in relation to the loan/credit facility/ies applied for / availed of from the Bank. This authorization shall continue to be valid and be in force until all amounts due to the Bank under the said loan/credit facility (ies) granted/to be granted by the Bank to the Borrower are fully repaid and received by the Bank

25. I/we agree/s that any notice by way of request, demand or otherwise required to be served hereunder shall be sufficiently served if addressed and transmitted to my/our address registered with the Bank or in the event of no such address being registered to my/our last known place of residence or business and left at such address or place or forwarded to me/us by post or by courier or by any other means of transmission of documents like fax message or electronic mail service at the address or place aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and it shall be sufficient to prove that the envelope containing the notice was posted and if sent by courier or fax or electronic mail then delivery confirmation slip, fax /electronic mail confirmation message, as the case may be, shall be sufficient proof of service.

Yours faithfully

(Signature)

Key Fact Statement

LOAN.....(NAME OF THE SPECIFIC LOAN PRODUCT)

1	Loan amount	
2	Loan term	
3	Interest type (fixed or floating)	
4	(a) Interest chargeable (In case of Floating Rate Loans)	(a)% (MCLR+...../ Repo Rate+.....)
	(b) Interest chargeable (In case of Fixed Rate Loans)	(b) %
5	Date of reset of interest	
6	Mode of communication of changes in interest rates	
7	Fee payable	
a	On application (PI individually specify all type of fee)	
b	During the term of the loan (PI individually specify all type of fee)	
c	On foreclosure (PI individually specify all type of fee)	

d	Fee refundable if loan not sanctioned/disbursed	
e	Conversion charges for switching from floating to fixed interest and vice-versa	
f	Penalty for delayed payments	
8	EMI payable	
9	Details of security/collateral obtained	
10	Date on which annual outstanding balance statement will be issued	

(SIGNATURE OF THE BORROWER/S)