

**SD-11(F)**

**AGREEMENT FOR PLEDGE OF SHARES/STOCKS/DEBENTURES  
AND OTHER SECURITIES IN DEMATERIALISED FORM**

DHANLAXMI BANK LTD.

.....Branch.

WHEREAS

Mr/Ms/Mx/M/s.....  
.....  
.....

(hereinafter called the "Borrower(s)", which expression shall include their /his/her representative, heirs, executors, administrators, successors and assigns from time to time) are beneficial owners, as provided under Depositories Act 1996, of shares/debentures/securities

more particularly described in the schedule below (hereinafter referred to as "said securities") which is held in the dematerialised form under a depository system and the borrower(s) are entitled to all the rights, benefits and privileges as absolute owner of said securities.

WHEREAS Borrower(s) has/have requested Dhanlaxmi Bank Ltd, a duly incorporated Scheduled Commercial Bank, being governed by the provisions of the Banking Regulation Act, 1949 having registered office at Dhanalakshmi Buildings, Naickanal, Thrissur and Corporate Office at Punkunnam, Thrissur, Kerala State in India and having a branch office among other places, one at ..... (hereinafter referred to as the "Bank" which term shall wherever the context requires or admits include its successors and assigns from time to time) to grant ..... loan/limit/credit facility of.....Rs...../-(Rupees.....only) against pledge of said securities and in terms of above request, Bank has granted /agreed to grant ..... loan/limit/credit facility in the name of Borrower(s) and/or Mr/Ms/Mx/M/s ..... against the pledge of the said securities in favour of the Bank which is held in dematerialised form under a depository system, through a depository participant on the terms and conditions mentioned hereunder and on compliance of required formalities/ procedure as provided under the relevant Rules/Regulations.

**IT IS HEREBY AGREED BY THE BORROWER(S) AS FOLLOWS:**

1. In consideration of the Bank having granted/agreed to grant the..... loan/limit/credit facility of Rs...../-(Rupees .....only) to the Borrower(s) and /or Mr/Ms/Mx/M/s ..... on terms and conditions stipulated in the sanction order issued by the Bank/ and also on agreeing to continue with the credit facility of .....of Rs...../-(Rupees .....only) borrower(s) agree to pledge in favour of the Bank, by way of constructive delivery through depository participant or otherwise and recording the creation of pledge with depository/ depository participant in respect of the said securities detailed in the schedule described below, and/or to be pledged, and/or pledge forms in respect of which have been submitted from time to time, during the continuance of such credit facilities, as and by way of security, and/or in addition to other assets/ properties offered as security, for the due repayment/ payment /discharge by the Borrower(s) to the Bank, of all monies in which Borrower(s) may at any time and from time to time be indebted or liable to the Bank on any account whatsoever, including interest, commission, charges, costs and expenses payable to or

incurred by the Bank in relation thereto or in effecting registration/ transfer/invocation of pledge of such securities in the name of the Bank or its nominees or in enforcing the conditions of agreement including those incidental to realisation of the security pledged or any other expenses connected in any manner whatsoever with the aforesaid advances or the securities pledged to the Bank.

2. The Borrower(s) agree to execute necessary formats/request/ documents required for creation/ recording/ transfer of such securities pledged in favour of the Bank or any other securities to be pledged from time to time, which are held in the dematerialized form under a depository system through depository participant. The Borrower(s) also agree to comply with all the necessary formalities/ procedures in connection with the creation of pledge, making necessary entries of pledge with depository/DP and intimating the same to the Bank, as provided under the SEBI (Depository and Participant) Regulations 1996 amended from time to time or any other Act or bye-laws / business rules of depository/ participant.

3. The Borrower(s) hereby agree that Bank need to disburse the loan amount/ permit them to avail the credit facilities sanctioned/ continue to avail the credit facilities, only on creation/ recording of the pledge by the Depository/Depository participant and on receiving intimation / confirmation by the Bank with regard to creation of pledge/ recording of creation of pledge from the Depository/ Depository participant and confirmation as to compliance of said procedures shall be to the satisfaction and discretion of the Bank. It is agreed by the Borrower(s) that disbursement of loan / permitting availing of credit facilities/ allowing to continue with the credit facilities shall be at the sole discretion of the Bank and the Bank or any of its officials shall not be liable for any delay, denial, discontinuance in respect of disbursement/ release/ availing of credit facilities, sanctioned to the Borrower(s).

4. The Borrower(s) hereby irrevocably declare that they shall not opt out of a Depository (as contemplated in Section 14 of Depositories Act) or to rematerialise the shares/ debentures in respect of the securities pledged and/or likely to be pledged for which notice of pledge has been given / recorded, without written consent of the Bank.

5. The Borrower(s) hereby irrevocably agree/s that the Bank shall be entitled to invoke pledge at its absolute discretion at any point of time without giving prior intimation to the borrower/s (as pledgee's right specified in clause 58 (8) of the SEBI (DEPOSITORIES AND PARTICIPANTS) REGULATIONS 1996 as amended from time to time or by any other provision of law or by contract and the Bank is also entitled to all rights/privileges as a pledgee provided under the provisions of Indian Contract Act, and that the decision of the Bank in this respect shall be final and conclusive.

6. The Borrower(s) shall not give instructions to his / their participants or any other participants after changing the existing one with the consent of the Bank, for freezing and /or blocking / closing his / their account with the Participants in respect of the securities pledged with the Bank and /or give any instructions to his/their participants/ Depositories which in

any way affect the rights, interests etc. of the Bank with regard to invocation of pledge and /or disposal of securities and/or do or cause to be done any such act which would in any way restrict, limit or withhold the right of the Bank to invoke the pledge and/or dispose the securities.

7. The Borrower(s) hereby irrevocably agree/s and authorise/s the Bank that in the event of failure on the part of the Borrower(s) to pay charges of participants and/or Depository, the Bank may at its absolute discretion pay the same and recover from the borrower(s) either by debiting his/their account or adjusting the same from the proceeds of the securities and/or exercising right of set off against other money lying with the Bank including premature adjustment of Term Deposits of the Borrower(s) as if the same was specifically authorised by the Borrower(s). Bank is also empowered to debit his/their account or adjust from the proceeds of the securities, expenses, commission, brokerage and other costs incurred by the Bank and/or claimed by its participants in connection with creation of pledge, confirmation of pledge, invocation of pledge or under any other circumstances.

8. The Borrower(s) hereby agree and confirm that the securities described in the schedule hereto are fully paid up and Bank shall be entitled to demand and receive all interests, dividends and all accretions to the said securities whether by way of bonus/right/ preference issue of shares, related to the securities pledged/to be pledged and it is agreed that Bank shall have a right of lien over the same. The Borrower(s) undertake that necessary documents, if any, required by the Bank shall be executed facilitating the above and no other instructions / authorisations / documents shall be given/ executed to DPs or agents or any persons, during the currency of the credit facilities, which would prejudicially affect the right and interest of the Bank in this regard.

9. The Borrower(s) hereby further agree that the Bank shall at all times during the currency of the limit/credit facilities or this agreement be free to have the said securities registered / transferred to its own name or in the name of its nominee(s) or in the name of any other person through its Depository participant or otherwise as deemed appropriate by the Bank in its absolute discretion. The borrower(s) further agree that the nominee(s) shall have same rights as the Bank has and the cost and expenses incurred by the Bank to that effect shall be borne by the Borrower(s).

10. The Borrower(s) hereby agree that Bank shall be entitled to charge interest at the rate of .....% per annum with ..... rest against the credit facilities sanctioned/ availed by the Borrower(s). Such interest shall be calculated on the daily balance outstanding with monthly rests and the Borrower(s) shall pay to the Bank compound interest on any interest kept in arrears at the same rate. The Borrower(s) further agree that in the event of any default in payment of any of the moneys due in respect of the said credit facility, the Borrower(s) shall pay to the Bank overdue / penal interest at the rate of .....% in addition to the rate of interest mentioned above, until payment thereof to the satisfaction of the Bank. The Borrower further agrees that Bank shall charge

additional interest rate/ penal interest if the rating of the borrower is downgraded. It is also agreed that Bank shall at any time be entitled to vary, charge interest at such higher rate than the rate hereinbefore mentioned with or without giving prior notice to the Borrower(s). It is also agreed that principal amount under this agreement shall be deemed to include also the interest as specified hereinabove calculated and debited to the loan account from time to time cumulatively. The Borrower(s) hereby agree that the interest accrued/ applied in the loan account/ limits periodically at monthly rests shall be cleared then and there.

11. The Borrower(s) shall repay the loan by ..... monthly installment with interest, costs and all other charges due and payable by us. The first of such installment shall be paid on ..... and the subsequent installment shall be paid to the Bank on or before the same day of each month/ third month/ sixth month until the entire loan has been repaid with interest, costs and expenses.

**OR**

The Borrower(s) agree that with respect to overdraft facility of Rs...../- (Rupees.....

.....only)  
as mentioned above Bank shall not be required to make or continue advances otherwise than at the Bank's discretion and in no circumstances to an amount at any one time exceeding with interest thereon the sum of Rs...../-  
(Rupees.....  
.....only)

or a sum equal to .....% or any other percentage as stipulated by the Bank from time to time, of the market value of the said securities pledged/ to be pledged, whichever sum may be lesser.

12. The Borrower(s) also agree/s that the loan/ limit sanctioned by the Bank shall be for a period of ..... months.

13. The Borrower(s) agree that the Bank shall be at liberty to have all or any of the said securities valued at the Borrower(s) expenses by an appraiser or other valuer to be appointed by the Bank and check any statement, account, report or information pertaining thereto, so as to ensure that the Borrower(s) maintains such margin on the security offered as may be stipulated by the Bank from time to time at its sole and absolute discretion, which the Borrower(s) hereby specifically agree to accept without demur and to be bound by it and in the event of any short fall arising in the margin as required the Borrower(s) hereby agree and undertake to replenish the deficiency by bringing in fresh securities and pledging the same with the Bank in the manner aforesaid or replenish the deficiency through cash payment as the Bank may stipulate.

14. The Bank may at its absolute discretion permit the Borrower(s) to release part of the securities pledged and such partial release of securities and acceptance of additional securities, invocation of pledge of partial securities etc. will not in any way affect the holding of the remaining securities by the Bank and the rights and liabilities created in terms of these presents.

15. The Borrower(s) agree that any shares, debentures offered as further security from time to time during the currency of loan/credit facilities shall form part of the securities described in the schedule hereunder and the particulars of such securities shall be described in separate schedule(s) that shall be annexed to this agreement which schedule(s) also shall form part of this agreement and securities mentioned therein shall be deemed to have been added/ incorporated to the securities mentioned in the schedule hereunder and all the terms and conditions of this agreement shall be applicable to the securities offered from time to time during the currency period of the loan/ overdraft facility.

16. The security created herein shall be and remain a continuing security for all the Borrower(s) indebtedness and liability in respect of limit/ credit facility sanctioned by the Bank, notwithstanding that by receipts or payments from time to time made in the borrower(s) account with the Bank such indebtedness or liability may at any time be increased, reduced, extinguished or brought into credit.

17. The Borrower(s) agree that the Bank shall have the right to recall the advance/ credit facilities at any time at its discretion and /or when violation of any of the terms of the agreement and/or any other conditions stipulated from time to time or even without assigning any specific reason therefor. It is also agreed that the Bank may at its absolute discretion discontinue the facility granted with or without assigning any reason whatsoever and the Bank shall not be liable for any loss or damage that may be caused to be or incurred by the Borrower(s) thereby.

18. The Borrower(s) agree that in the event of any default on his/her/their part, in discharging its obligation hereunder or payment of dues, or on becoming the account irregular, or on violation of any of the terms and conditions of this agreement, or at any point of time during the currency of loan/ credit facilities at the discretion of the Bank, the Bank shall be entitled to invoke the pledge as provided under SEBI (Depository and Participants) Regulations 1996 and exercise any right as a pledgee as per the provisions of Indian Contract Act and thereby sell, transfer in its own name as beneficial owner or otherwise dispose off the said securities or such part as the Bank may desire, and appropriate the sale proceeds first in payment of the cost, secondly towards repayment of the balance amount due with interest and cost in any of the loan accounts of the Borrower(s). The shortfall left if any in any of the loan account of the Borrower(s) after such appropriation shall be made good by the Borrower(s) on demand by the Bank.

19. The Borrower(s) agree that the amount shown as due to the Bank based on the books of the Bank shall be conclusive evidence as to the amount for the time being due to the Bank from the Borrower(s) and the Borrower(s) shall accept the same without any objection whatsoever.

20. The Borrower(s) confirm that all the said securities pledged are the absolute property of the Borrower(s) at its sole disposal and are unencumbered.

21. The Borrower(s) hereby agree and undertake to execute such other deeds or documents as may be required by the Bank to further protect the security created herein.

22. The Borrower(s) also undertake to hold the Bank harmless and indemnified in respect of any defect, loss, forgery, electronic and computer crimes, theft, larceny, tampering, destruction/ deterioration of data in respect of securities pledged with the Bank, occurred at the hands of the Borrower(s), Depository Participant, Depository or its nominees, agents, brokers etc. at any stage and the Borrower(s) shall be liable / responsible to compensate/ repay any loss, damages, dues and costs and expenses incurred/ to be incurred by the Bank on this account.

23. The Borrower(s) also agree that in the event of rematerialisation of shares with prior consent of the Bank, the Borrower(s) shall place in the Bank's possession all the share certificates/ debentures in original and the relevant transfer deeds duly signed by or on behalf of the Borrower, under the Bank's absolute dispossession in such manner that such possession and dispossession may be apparent and indisputable.

24. The Borrower(s) also hereby irrevocably declare and undertake as follows:

(a) that the Borrower(s) are not directors/promoters of the company whose shares are pledged with the Bank.

(b) that the funds will be used for personal purposes only and will not be used for speculative and/or antisocial purposes and the Bank has the right to recall the funds if the funds are not used for the stated purposes and decision of the Bank to that effect shall be final.

(c) that the pledged securities are not attached by any Government Authority/ Court.

(d) that they are bound and governed by the Depositories Act 1996, SEBI (Depositories and Participants) Regulations 1996, Business rules and bye laws of Depositories and participants, amended from time to time and the relationship and all the transactions with the Bank relating to pledge of securities shall be governed by the aforesaid Act/ Regulations/Rules.

(e) that all such documents transfer deeds as may be required by the Bank at any time during the currency of loan/ credit facility will be executed without demur.

25. The Borrower(s) hereby further agree/s that terms and conditions of this agreement shall remain operative and effective notwithstanding any provision, covenant, obligations, directives, contained in the agreement or other requests executed in favour of Depository Participant, which may conflict with/ be inconsistent with any of the terms herein.

26. 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.

27. The Borrower(s) agree that each one or any one of them is/are authorised and empowered by the others of them to admit and acknowledge the liabilities to the Bank by any payment to the accounts or by way of express writing in any manner or otherwise and any such admission and acknowledgement of the liabilities by one or more of them shall be construed and deemed to have been made on behalf of each and all of them jointly and severally.

28. The Borrower(s) shall pay the fees and other charges for processing the loan application, Mortgage charges/expenses or 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.

29. 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.

30. The Borrower(s) declare that the information and data furnished by the Borrower/s 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 the Borrower(s), the information or data relating to any credit facility availed of/to be availed by the Borrower(s), default if any committed by the Borrower/s 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 in the manner as deemed fit by them 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. The Borrower/s further agrees that in case of default, if any committed by Borrower/s in discharge of the obligations, the Bank shall have the undisputed right to publish Borrower's photograph/s as a defaulter to the Bank in daily newspapers or other media as decided by the Bank, at Borrower/s risk and costs and Borrower/s hereby conveys Borrower/s express consent for such acts of the Bank without any further intimation to Borrower/s.



31. The Borrower(s) 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.

32. Bank shall have the authority to exercise lien and right of set off and combine accounts without notice and charge on all movable property of every description coming into their possession on account of the borrower or any one of them or for the time being held by the Bank on behalf of the borrower or anyone of them whether singly or jointly with others in India or elsewhere including without prejudice to the generality, any moneys, bullion, deposits, deposit receipt for moneys, promissory notes, bills of exchange, hundis, stocks, goods, merchandise, bills notes, etc and other documents evidencing title of the borrower as creditor or member or shareholder of any corporation/association/company.

33. Any delay in exercising or omission to exercise any right, power or remedy exercisable by the Bank under these presents shall not impair any such right, power or remedy or be construed to be an acquiescence in any default, nor shall the action of the Bank in respect of such default or any acquiescence affect or impair any right, power or remedy of the Bank in respect of any other or subsequent default.

34. The borrower/s further undertakes 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 Borrower/shave violated this condition, the Bank has got the full liberty to recall the loan amount or any part thereof immediately.

35. The Borrower/s 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/s 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/s 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/s 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/s further undertake/s 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. The Bank shall be also at liberty to disclose any information or data relating to the Borrower/s for the purpose of refinance/Securitisation /outright sale.

36. The Borrower/s also agree that the Bank shall have the absolute discretion to disclose the information/data relating to the Borrower/s or information in respect of the borrowal account

with the Bank to any recovery agent/s or agency/ies as the Bank may think fit and such recovery agent/s or agency/ies shall take appropriate steps against the borrower or against the securities offered to the Bank.

37. If the Borrower is a company, the Borrower agrees that they shall not induct on its 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 its Board, the Borrower would take expeditious and effective steps for removal of that person/s from their Board. If the Borrower fails to comply with the said requirement, the Bank shall be entitled to initiate all proceedings as envisaged by law against the Borrower including criminal action, foreclosure and change of ownership

38. The Borrower/s also agree that in case of restructuring of loans and if the Borrower is 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', the Borrower hereby agree that the Bank shall have the right at its discretion to initiate change of ownership of the Borrower Company by converting the loan dues to equity shares.

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

40. 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

41. The Borrower(s) agree that any notice by way of request, demand or otherwise required to be served hereunder shall be sufficiently served if addressed and transmitted to their address registered in the Bank or in the event of no such address being registered to their last known place of residence or business and left at such address or place or forwarded to them by post or by courier or by any other means of transmission of documents like fax message or electronic mail service to 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

Signature of the Borrower(s)

**SCHEDULE**

(This schedule shall include its annexure also)

Sl.No.	Name of Security	Name of issuing Co.	Qty.	F.Value	DP ID

Dated this the .....day of .....20.....

Signature of Borrower(s).

## 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) .....%
	(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)**