

## LOAN CUM HYPOTHECATION AGREEMENT

THIS LOAN CUM HYPOTHECATION AGREEMENT ("Agreement") executed at .....on.....20.....as specified hereinbelow by the person(s) described in the Schedule hereinbelow (hereinafter collectively and severally referred to as "the Borrower" which term unless the context otherwise requires includes its successors and assigns from time to time);

### IN FAVOUR OF

Fullerton India Credit Company Limited, a company registered under the Companies Act, 1956 and having its Registered office at 3rd Floor, No - 165 Megh Towers, PH Road Maduravoyal, Chennai - 600 095 and having one of its Branch Office at the place mentioned in the Schedule herein below (hereinafter referred to as "FICCL" or "the Lender" which term unless the context otherwise requires includes its successors and assigns from time to time).

### WHEREAS

FICCL at the request of the Borrower is agreeable to grant /has granted/ agreed to grant such Credit Facility upto the limit(s) as specified in the Schedule herein below on the terms and conditions appearing herein (hereinafter collectively and individually referred to as "the Loan"). However, FICCL may at its discretion, from time to time to renew or reduce, enhance or altogether withdraw or cancel the Loan without assigning any reason.

FICCL

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Borrower

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Co-Borrower

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Authorised Signatory

IN CONSIDERATION OF FICCL granting the Loan as above, the Borrower hereby agrees, records and confirms with FICCL as follows:

1. The Borrower's application and the Most Important Document ("MID"), the details of which are described in the Schedule hereunder, shall constitute the basis of this Agreement and the Loan to be advanced by FICCL hereunder, and the Borrower hereby confirms the correctness of each and every statement and particulars set forth in the application.
2. The Borrower agrees and undertakes to notify FICCL, in writing, of any circumstances affecting the correctness of any of the particulars mentioned in the Borrower's application or having an impact on the Borrower's business, within seven days of such occurrence.
3. The term "Equated Monthly Installment (EMI)" means the amount of monthly payments required to be paid to the Lender to amortise the loan with interest over the tenure of the Loan.
4. The Loan shall, if not demanded earlier by FICCL as mentioned hereinafter, be repaid by the Borrower to FICCL as per the repayment schedule given in the Schedule herein below, provided however that FICCL shall be entitled to demand immediate repayment of the Loan together with interest, costs and all other amounts outstanding under the Loan. The Borrower shall be permitted to prepay the Loan subject to the terms and conditions as may be stipulated by FICCL from time to time.
5. The Borrower agrees that the Loan shall be secured by mortgage / hypothecation of such security as stipulated by FICCL vide its MID referred to in the Schedule herein below.
6. The Loan shall be disbursed/has/have been disbursed by FICCL to the Borrower in one or more installments at the sole discretion of FICCL.
7. The Borrower shall pay interest on the Loan to be calculated on the daily balances in the Loan account(s) with monthly rests at the rates mentioned in the Schedule herein below, as per the guidelines as applicable and issued by RBI from time to time at the rate as mentioned in the Schedule hereunder. Provided that FICCL shall at any time and from time to time, be entitled to change the rate of interest on the Loan, and such revised rate of interest shall be applicable and always be construed as agreed to be paid by the Borrower and hereby secured. The Borrower hereby waives the requirement of notice on the revision of interest rates.
8. Further, without prejudice to FICCL's other rights and remedies, FICCL shall be entitled to charge at its own discretion enhanced rates of interest on the outstanding in the Loan account(s) or a portion thereof or for any default or irregularity on the part of the Borrower, which in the opinion of FICCL warrants charging of such enhanced rates of interest for such period as FICCL may deem fit.
9. Penal/additional interest shall be leviable on any default by the Borrower in payment for dues or a breach/default of any of the terms and conditions herein as specified in the Schedule below, and the same shall be a charge on the properties secured under the Loan, and leviable from the date of breach/default until payment or rectification of breach, without prejudice to the other rights available to FICCL under this Agreement. Provided further that the obligation to pay penal/additional interest shall not be deemed to be a waiver of any breach/default committed by the Borrower under this Agreement, and the Borrower shall continue to be bound to remedy/rectify such breach/default.
10. In the event the Borrower commits any default or breach of any of the terms and conditions of this Agreement, FICCL shall have right to demand the repayment of entire amount of principal and interest thereon remaining due and outstanding which shall become payable forthwith.
11. The occurrence of any of the following Events shall be treated as an Event of Default under this Agreement:
  - a) A breach of any of the terms and conditions of this Agreement;
  - b) Any one or more installments of principal or interest or any other amounts due to FICCL is/are not paid on time;
  - c) If any distress or execution is levied or issued upon or against any part of the property of the Borrower and the same is not discharged or vacated within 14 days, or if a receiver is appointed for the Borrower's property or if any substantial part of the Borrower's assets or business shall be deemed to be seized;
  - d) If any action by any Government or any other authority is initiated to suspend the whole or any part of the business pursuit of the Borrower;
  - e) If the Borrower stops payment or ceases or decides to cease to carry on his/their business or dispose of the whole or substantial part of his business or agricultural pursuit;
  - f) If any information furnished by the Borrower to FICCL is found to be incorrect or incomplete in any material particulars;
  - g) If there is any deterioration or impairment of the securities or any part thereof or any decline or depreciation in the value or market price thereof (whether actual or reasonably anticipated), which causes the securities in the opinion of FICCL to become unsatisfactory as to character or value;
  - h) If any attachment, distress, execution or other process against the Borrower, or any of the securities is enforced or levied upon;
  - i) The death, insolvency, failure in business, commission of an act of insolvency, bankruptcy, liquidation of the Borrower, or the Borrower suspends payment to any creditors or threatens to do so, or the filing of any petition for insolvency, bankruptcy or liquidation of by, or against the Borrower.
12. In the event of any default as above, FICCL shall have the right :-
  - a) To accelerate the Loan and recover the entire dues immediately,
  - b) To suspend any further disbursement / withdrawal of the Loan;
  - c) Take possession of the security so created whether by itself or through any of the Recovery Agents or Attorneys as may be appointed by FICCL;
  - d) Take any other action as it may deem fit for recovery of its dues and enforcement of the securities.
13. In consideration of FICCL sanctioning/advancing/agreeing to advance the Loan to the Borrower, and as continuing security for the performance of the Borrower's obligations under this Agreement, the Borrower, as legal and beneficial owner of the assets which are more particularly described in the Schedule hereto (hereinafter referred to as "hypothecated assets" or "hypothecated security") hereby HYPOTHECATES as security to FICCL for all money's from time to time due by the Borrower to FICCL by way of exclusive charge in favour of FICCL, all the assets and the same shall be and stand hypothecated to FICCL, by way of first charge as security for the due repayment of the Loan and also for all indebtedness or liabilities of the Borrower to FICCL together with all interest, commissions, costs, charges and expenses payable to or incurred by FICCL including those for the enforcement of any of the security(ies).

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Borrower

Co-Borrower

Authorised Signatory

14. The hypothecation created herein in favour FICCL shall operate as a security to FICCL in addition to any other security, if any, already held by FICCL for the repayment to FICCL, on demand, the balance due to FICCL by the Borrower at any time or ultimately under the Loan as mentioned in the Schedule hereunder. The expression 'the balance' due to FICCL shall be taken to include the principal moneys from time to time due under the Loan, whether demanded or not, and also all interest including additional interest, if any, penal interest/commission charges, interest tax, liquidated damages by whatever name called, calculated from day to day in a manner and at the rate hereinafter mentioned and the amount of all cost (between Attorney and Client) charges and expenses of FICCL which FICCL may have paid or incurred in any way in connection with the hypothecated assets and other assets including the sale and disposal thereof, and any other sum that may become due by the Borrower to FICCL or is hereunder declared as can be debited to the Loan accounts and interest thereon.
15. FICCL shall have the right of lien and set off against any of the balances in the account of the Borrower in accordance with the provisions of this agreement and/or under the law.
16. The Borrower shall not create any charge over the hypothecated assets or any other property of the Borrower except with the prior written permission of FICCL.
17. The Borrower shall not create any lien on the properties/goods hypothecated to FICCL.
18. In addition to all liens upon, and rights of set off against the monies, securities or other property of the Borrower given to FICCL under law, FICCL shall have a lien upon and a right of set off against, all monies, securities and other property of the Borrower now or hereafter in the possession of with FICCL, whether held in a general or special account or deposit, or for safe keeping or otherwise; and every such lien and right of set-off may be exercised without demand upon or notice to the Borrower. No lien or right of set-off shall be deemed to have been waived by any act or conduct on the part of FICCL, or by any neglect to exercise such right of set-off or to enforce such lien, or by any delay in so doing and every rights of set-off and lien shall continue in full force and effect until such rights of set-off or lien is specifically waived or released by an instrument in writing executed by FICCL.
19. Notwithstanding FICCL's decision/action/policy, if any to reverse any debit entry or not to debit interest or not to make any debit entry in its books or in the ledger account or in the statement of account, for any period whatsoever, the Borrower shall be bound and liable to pay to FICCL, the entire outstanding, debit balance and compound interest thereon with monthly rests till the date of realization, recovery or collection by FICCL of all such amounts plus interest penal interest, interest tax, additional interest, if any, liquidated damages, Commission, costs, charges and expenses at such rates as may be prevailing or fixed or to be fixed by FICCL from time to time without any reference, notice or intimation by FICCL at any time whatsoever.
20. The Borrower do hereby agrees, undertakes, records, declares, admits, assures, promises, acknowledges and confirms to abide by, accept, satisfy, fulfill, carry out, perform and comply fully with all the terms, conditions, requirements, sanctions, provisions and stipulations or any amendments or modifications therein made or to be made by FICCL at any time or from time to time in its discretion concerning any of my/our facilities, limits or accounts without any reference, notice or intimation by FICCL in that behalf.
21. Any stamp duty, penalty, registration charges, or deficit therein, if any, payable on this document shall be borne and paid by the Borrower and not by FICCL.
22. In the event of default, FICCL shall have a right to seize/take over possession of the securities charged hereunder and sell them and recover its dues.
23. FICCL reserves its right to appoint at its discretion such persons as its agents and trustees as FICCL may deem fit and the Borrower accepts and acknowledges that such agents and trustees shall have the right to demand payment from the Borrower of all amounts due and payable by the Borrower to FICCL, to receive such payments from the Borrower, to seize/repossess the assets charged in favour of FICCL, to proceed against the Borrower for recovery of the Loan and all amounts outstanding under the Loan, to foreclose the security created by the Borrower, to file suits and take legal proceedings against the Borrower and including but not limited to the co-Borrower and guarantor(s), if any, for recovery of all or any of the amounts due by the Borrower to FICCL and to do all such acts, deeds and things as the agents and trustees may be entitled to do pursuant to the authority granted to such agent or trustee by FICCL.
24. The Borrower hereby agrees and confirms that in the event FICCL repossesses the hypothecated security, FICCL shall be at liberty to appoint any officer of FICCL as a receiver of the hypothecated security and/or sell by public auction or private contract or otherwise dispose of or deal with all or any part of the hypothecated security at such price as may be determined by FICCL in its absolute discretion (and the decision of FICCL with respect to the price or any other matter related thereto, shall be final and binding on the Borrower) and to enforce, realize, settle, compromise and deal with any of the rights aforesaid without being liable for any loss in exercise thereof and without prejudice to FICCL's rights and remedies of suit against the Borrower and to apply the net proceeds of such sale in or towards the liquidation of the balance due to FICCL. The Borrower hereby accepts FICCL's account of sales, realizations and to pay any shortfall or deficiency therein shown.
25. Pursuant to FICCL taking repossession of the hypothecated assets, as aforesaid, FICCL shall give prior notice of seven (7) days to the Borrower informing the Borrower of its intention to dispose off the hypothecated assets and giving the Borrower a final opportunity to repay the entire amounts outstanding under the Credit and take back the possession of the hypothecated assets. In the event of the Borrower(s) failing to comply to the final notice, FICCL may proceed to take all necessary steps under due process of law as fully and effectively as the Borrower could take to dispose off the said hypothecated assets, by way of sale by public auction or private contract or otherwise dispose off the said hypothecated assets including any material thereon at the risk and costs of the Borrower in all respects. FICCL shall have the power to rescind or vary any contract for sale without being bound or answerable for any loss or diminution in value and without being bound to exercise any of the powers hereby conferred or being liable for any loss occasioned by the exercise of any such power and to give effectual receipts and discharge for the purchase money and to do all such other acts and things for completing the sale as FICCL or the receiver, shall think proper. The Borrower shall not raise any objection to the regularity of any sale or other disposition made by FICCL nor shall FICCL be responsible for any loss that may arise from any act or default on the part of any broker or auctioneer or other person or body employed by FICCL or the receiver for the purpose of the sale or disposition of the Hypothecated Assets.
26. In the event of there being a surplus available in the hands of FICCL after payment in full of the balance due to FICCL, it shall be lawful for FICCL to retain and apply the said surplus together with any money or monies belonging to the Borrower for the time being in the hands of FICCL in or under whatever account as far as the same shall extend against in or towards liquidation of any and all monies that shall be or may become due from the Borrower to FICCL, whether solely or jointly with any other person or persons firm or company by way of loans, discounted bills, letters of credit, guarantees, charges or any other debts or liability including bills, notes, credits and other obligations current though not then due and payable or other demands legal or equitable along with interest thereon which FICCL may have against the Borrower or which the law of set-off or mutual credit would in any case admit.

FICCL

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Borrower

Co-Borrower

Authorised Signatory

27. The Borrower hereby agrees and confirms that in the event FICCL repossesses the hypothecated security, FICCL shall be at liberty to appoint any officer of FICCL as a receiver of the hypothecated security and/or sell by public auction or private contract or otherwise dispose of or deal with all or any part of the hypothecated security at such price as may be determined by FICCL in its absolute discretion (and the decision of FICCL with respect to the price or any other matter related thereto, shall be final and binding on the Borrower) and to enforce, realise, settle, compromise and deal with any of the rights aforesaid without being liable for any loss in exercise thereof and without prejudice to FICCL's rights and remedies of suit against the Borrower and to apply the net proceeds of such sale in or towards the liquidation of the balance due to FICCL. The Borrower hereby accepts FICCL's account of sales, realisations and to pay any shortfall or deficiency therein shown.
28. In the event, the net sum realised by such sale be insufficient to cover the balance then due to FICCL, FICCL shall be at liberty to apply any other moneys in the hands of FICCL and standing to the credit of, or belonging to the Borrower, in or towards payment to the balance for the time being due to FICCL.
29. FICCL shall have all powers incidental and necessary to enforce and realize the security created under this Agreement. At the Borrower's risk and expense, the Borrower irrevocably appoints FICCL as the Borrower's attorney to do all acts, deeds and things necessary to so enforce and realize the security created by this Agreement. Without prejudice to powers conferred on FICCL under this Agreement, the Borrower agrees:
  - (i) If necessary, to execute a formal power of attorney in favour of FICCL or any agent, nominee, trustee or representative of FICCL, in such form and name as may be advised by FICCL; and
  - (ii) To furnish information, reports, returns, certificates and statements as FICCL may require in connection with the security created under this Agreement.
30. The Borrower shall indemnify FICCL against all costs, charges, expenses, losses and / or damages incurred or suffered by the Lender by reason of any false or misleading information given by the Borrower to FICCL, or as a result of the occurrence of any Event of Default or the enforcement of the security provided under this Agreement.
31. The Borrower shall not be entitled to assign or transfer any of its rights, benefits and obligations under the Loan and/or this Agreement to be executed /executed with FICCL. The Borrower agrees that notwithstanding anything to the contrary contained in any documents executed under / in relation to this Agreement or the Loan, FICCL shall have the right to assign and / or transfer and / or novate and / or otherwise securities its rights or obligations under this Agreement whether with or without recourse to FICCL, to one or more scheduled commercial banks or any other entity, trust, any association whether located / placed in India or outside India, without any reference or notice to the Borrower. The Borrower shall not, however, claim any privity of contract with any such entity to which the obligations under the Loan and / or this Agreement have been assigned / transferred / securitised.
32. The Borrower further covenants and agrees as under :
  - (a) The Borrower(s) agree(s) and accept(s) and consent(s) for the disclosure and sharing by FICCL of all or any information and data relating to the Borrower(s) , the Loan, the Borrower(s)'s account, and this Agreement, including but not limited to information relating to default, if any, committed by the Borrower(s), in the discharge of the Borrower(s)'s obligations, as FICCL may deem appropriate and necessary to disclose and furnish, to the Reserve Bank of India ("RBI") and/or to the Credit Information Bureau (India) Ltd and/or to any other agency authorized in this behalf by RBI, to FICCL's professional advisers and consultants, to FICCL's affiliates/ subsidiaries and to its service providers, third party or otherwise, instructed by it in relation to this Agreement and/or the Loan, and/or as required under law or any applicable regulation, at the order of a court of law, or at the request or order of any statutory, regulatory or supervisory authority with whom it customarily complies.
  - (b) The Borrower(s) declare(s) that the information and data furnished and to be furnished to FICCL are and shall be true and correct and no misrepresentation either directly or otherwise has been made. FICCL shall be entitled to take such actions as it deems fit in the event of there being any inaccuracy or misrepresentation on part of the Borrower(s). The Borrower(s) shall provide FICCL with such other financial information as FICCL may from time to time require.
  - (c) The Borrower(s):
    - (i) Accept(s) that the RBI or the Credit Information Bureau (India) Ltd. and any other statutory, regulatory or supervisory authority or agency so authorized, may use, process, disseminate the said information and data disclosed by FICCL in such manner as deemed fit by them in any particular circumstances; and
    - (ii) Shall not hold FICCL at all responsible or liable in this regard.
    - (iii) further authorize(s) FICCL, in addition to any other right enjoyed by FICCL, that, in the event of the Borrower(s) committing any default under the Agreement, FICCL shall be entitled without intimating to the Borrower(s) to disclose to the RBI or to any other competent authority, or court of law, the name of Borrower(s) and the fact of Borrower(s) having committed the default as aforesaid.
  - (d) By execution of this Agreement, the Borrower irrevocably agrees and consents to FICCL, at any time, disclosing or sharing, or in any other manner making available any information concerning the Borrower, its business, its accounts held with FICCL or another group member of FICCL including, any branch, related companies, affiliates ("Group Member"), including the financial position of the Borrower, the facilities granted and which will be granted hereafter to the Borrower, to: (a) any office or branch of FICCL or another Group Member or any assignee of FICCL ; (b) any agent, service provider of FICCL or another Group Member in connection with providing services or any facility to the Borrower; (c) any guarantor or third party security provider of the Borrower; (d) any regulator or governmental authority with jurisdiction over FICCL ; (e) any court of law; or (f) any bank or financial institutions.

FICCL

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Borrower

Co-Borrower

Authorised Signatory

33. Any information/communication given/made to the Borrower through post/courier at the address last known to FICCL shall be treated as sufficient service on the Borrower for all intent and purposes.
34. The Borrower hereby further covenants -
- a) That the Borrower shall at all times maintain a sufficient quantity and market value of the security to provide the necessary margins in security required by FICCL wherever applicable.
  - b) That the Borrower shall not except in the normal course of business but subject to the powers of FICCL herein contained, cut, remove/dispose of the security from the place(s) wherever normally they may be kept/preserved, stored without the prior written permission of FICCL during the time any money herein mentioned shall remain outstanding. Such security, if so required by FICCL, shall be immediately delivered to FICCL.
  - c) That FICCL without being bound to do so or being liable for any loss on account thereof and without prejudice to the rights and remedies of suit or otherwise shall be entitled to -
    - i. Without notice to the Borrower and at the Borrower's risk and expense enter any place(s) where the security may be kept/stored and inspect, value, insure, dispose of and/or take possession thereof either by itself or through its agents/representative/attorneys.
    - ii. Apply towards the outstanding Loan and money in its hand belonging to the Borrower and to recover the balance if any, of the Loan notwithstanding that all or any of the security may not have been realized.
    - iii. FICCL shall be entitled to settle compromise, submit to arbitration and deal with any manner with any rights, debts, and claims of Borrower relating to the security.
  - d) That all the security (ies) is free and shall be kept free from any charge or encumbrance except those in favour of FICCL.
  - e) That the Borrower shall at all times keep such items of security as are of insurable nature, insured against loss or damage by Fire and other risks as may be required by the Bank and shall deliver to FICCL all such policies. It shall be also lawful for but not obligatory upon FICCL to insure by debit to the Borrower's account/s in respect of the security as are of the insurable nature. The proceeds of such insurance shall at the option of FICCL either be applied towards replacement of the security or towards the satisfaction of FICCL's dues.
  - f) That the Borrower shall pay all charges and taxes statutory or otherwise in respect of the security. FICCL may also without being bound to do so, pay all such charges and taxes at the cost of the Borrower, by debit to the Borrower's account(s).
  - g) That this agreement is intended to and shall operate as a continuing security for all dues, indebtedness and liabilities of the Borrower to FICCL at all times during the subsistence of the agreement notwithstanding-
    - (i) The existence of a credit balance or 'Nil' balance in the Loan accounts at any time or any partial payment or fluctuation of accounts or
    - (ii) Any Loan or any part thereof have been repaid either after demand has been made by FICCL or otherwise or has not been so repaid on demand.
  - h) That if the Borrower be more than one individual each one or any of them is/are authorised and empowered by the other(s) of them to admit and acknowledge his/their liability to FICCL by any payment into the account(s) or by way of express writing in any manner or otherwise and any such admission and acknowledgement of the liability by one or more of them shall be construed to have been made on behalf of each of them.
  - i) That the Borrower hereby gives his/their consent for the Loan being recovered as a public demand/money in terms of any legislation relating to recoveries thereof, where such consent is necessary under any legislation.
  - j) The Borrower covenants that the Loan shall be utilised for the purpose for which it is sanctioned by FICCL and for no other purpose and all the terms and conditions as contained in the MID and other documents if any executed by the Borrower in respect of the Loan shall be duly observed and shall be deemed to form part of these presents.

FICCL

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Borrower

Co-Borrower

Authorised Signatory

35. The Borrower irrevocably agrees that, the competent courts at the place mentioned in the Schedule shall have exclusive jurisdiction in relation to any matters pertaining to this Agreement. This shall not however limit the rights of the Lender to file/take proceedings in any other Court of Law or Tribunal of competent jurisdiction.
36. The contents of the Agreement have been read over and translated into \*\*\_\_\_\_\_ language and explained to Borrower and he/they having understood the contents thereof have subscribed to these presents.  
 (\* state the Language of the Borrower).

IN WITNESS WHEREOF the Borrower and FICCL has/have set his/their hand(s) to these presents on this the day and year stated hereunder.

For Borrower(s)		
Name of the Borrower: <u>MR IRAPPA MANAPPA BADIGER</u> ..... .....	] ] ]	C ..... (Signature)
Name of Signatory : .....	]	
Name of the Co-Borrower: <u>MR MANAPPA MAHARUDRAPPA BADIGER</u> ..... .....	] ] ]	C ..... (Signature)
Name of Signatory : .....	]	
For Fullerton India Credit Company Limited	] ] ]	C ..... (Signature)
Name of the Signatory : .....	]	

LOAN SUMMARY SCHEDULE

This Loan Summary Schedule forms an integral part of Loan Agreement Dated 22 Oct 2014 executed between the Borrower(s) named herein and Fullerton India Credit Company Ltd. ("Loan Agreement") and shall be read in conjunction with the Loan Agreement.

Ref: Customer Id.	812100013109
Application Reference No./ Loan Account No.	8121415000002
FICC Branch Office Address	8121 - 8121_Rural_KA_Bel_Munavalli
Name And Address of the Borrower(s) and Co- Borrowers	Name: MR IRAPPA MANAPPA BADIGER Address: 408A,BAILAHONGAL,BAILAHONGAL,BAILAHONGAL,Belgaum,591102
	Name: MR MANAPPA MAHARUDRAPPA BADIGER Address: 408/A MOUNESHWAR NAGAR,BAILAHONGAL,BAILAHONGAL,BAILAHONGAL,Belgaum,591102
Amount Of Loan	Rs. <u>60,000.00</u> /- (Rupees <u>Sixty Thousand</u> Only)
Rate Of Interest	<u>30.00</u> % per annum on reducing balance basis compounded with monthly rest.
Nature of Loan	SECURED HYPOTHECATION LOAN - INDIVIDUAL
Term Of The Loan	<u>24</u> months
Additional Interest (applicable for payment defaults)	An amount not exceeding <u>30</u> % p.a on the outstanding Installments.
Documentation Fee/ Charges	An amount not exceeding Rs. <u>1,500.00</u> /- .
Insurance Premium	An amount not exceeding Rs. <u>616.00</u> /-
Gramshakti Card Fee	An amount not exceeding Rs. <u>50.00</u> /-
Taxes & Levies	All the charges indicated above or elsewhere in the Loan Agreement shall be exclusive of all taxes and statutory levies as may be applicable on same including without limitation service tax and cases there on.

REPAYMENT SCHEDULE

Name of Equated Monthly Installment (EMI) Payable	Date of Commencement of First EMI	Last EMI due Date
<u>24</u>	15 Dec 2014	14 Nov 2016
Installment Nos.	Due Date Of each of the EMI	EMI Amount
First to <u>23</u> Installment	15	Rs <u>3,350.00</u> /-
<u>24</u> Installment	14	Rs <u>5,490.00</u> /-
Place of Arbitration and Jurisdiction	Bengalooru	

Name of the Borrower: MR IRAPPA MANAPPA BADIGER

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(Signature)

Name of the Co-Borrower: MR MANAPPA MAHARUDRAPPA BADIGER

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.....  
(Signature)

For Fullerton India Credit Company Limited

Name of the Authorised Signatory \_\_\_\_\_

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.....  
(Signature)

*To be signed by Borrower & Co-Borrower*

DEMAND PROMISSORY NOTE

Date: 22 Oct 2014

Place: 8121\_Rural\_KA\_Bel\_Munavalli

ON DEMAND I / We MR IRAPPA MANAPPA BADIGER ..... and .....  
MR MANAPPA MAHARUDRAPPA BADIGER ..... jointly and severally and unconditionally promise to pay to Fullerton India  
 Credit Company Limited ("FICCL"), having its registered office at 3rd Floor, No - 165 Megh Towers, PH Road Maduravoyal, Chennai - 600 095 or order  
 the sum of Rs. 60,000.00 ..... (Rupees Sixty Thousand .....  
 only) together with interest thereon at the rate of 30.00 % per annum computed with monthly rests for the value received. Presentment for payment ,  
 noting and protest of the note are here by unconditionally and irrevocably waived.

Where there is more than one Signatory hereto the liability of each signatory is joint and several.

Name of the Borrower: MR IRAPPA MANAPPA BADIGER

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Affix Rs 1/-  
 Revenue Stamp  
 here (x)  
**Borrower**

Name of the Co-Borrower: MR MANAPPA MAHARUDRAPPA BADIGER

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Affix Rs 1/-  
 Revenue Stamp  
 here (x)  
**Co-Borrower**

(Note-(x) the signature should run across the breadth of the revenue stamp)



Charges Sheet

Delayed Payment charges	Charges of <u>30</u> % p.a will be applied on the outstanding installments
Cheque /ECS dishonored Charges (per dishonor of cheque/ECS per presentation)	Rs. 300/-
Swap Charges- for substitution of Post-dated cheque with ECS (per instance)	Rs. 500/-
Loan Cancellation charges (Loan cancelled before First EMI )	Rs.1000/-plus stamp duty paid on Loan Documents before encashment of Loan disbursement cheque. Else Prepayment charges shall apply
Prepayment Charges	<p>(a) No prepayment shall be allowed before <u>365</u> days</p> <p>(b) No part prepayment of the Loan shall be allowed.</p> <p>(c) In case of prepayment of entire Loan with interest amounts outstanding:</p> <p>1. After <u>365</u> days: <u>5</u> % of the Principal loan amount outstanding on the date prepayment;</p> <p>Or such other amount as may be specified FICCL from time to time.</p>
Description of Hypothecated Security	MULTIPURPOSE WOODWORKINGMACHINE

\*all above charges are inclusive of service tax

Instruction for Disbursement of the Loan Amount

Date: 22 Oct 2014

To  
Fullerton India Credit Company Limited

8121 - 8121\_Rural\_KA\_Bel\_Munavalli

Sub: Authorization for disbursement

Sir,

Refer to the Application for grant of Loan facility for 60,000.00 to MR IRAPPA MANAPPA BADIGER

Kindly prepare the Loan disbursement cheque in the name and manner hereinafter appearing:

Name of the Payee	Amount(Rs.)
	57,834.00

The disbursement of the Loan amount in favour of the above payee shall not affect my/ our obligation in relation to the Loan facility. The disbursement of the Loan in favour of the above Payee shall be deemed to be the Loan granted to and availed by me/us.

Thanking You

Name of the Borrower: MR IRAPPA MANAPPA BADIGER

C

.....  
(Signature)

Name of the Co-Borrower: MR MANAPPA MAHARUDRAPPA BADIGER

C

.....  
(Signature)

Confirmation

I / we acknowledge having received the Cash / Cheque of the following description towards disbursement of the loan amount to me / us

1. Cash Disbursement :

Name of the Payee	Amount(Rs.)
	57,834.00

2. Cheque Disbursement :

Cheque No.	Amount(Rs.)	Date	Bank	Favouring

Thanking You

Name of the Borrower: MR IRAPPA MANAPPA BADIGER

C

.....  
(Signature)

Name of the Co-Borrower: MR MANAPPA MAHARUDRAPPA BADIGER

C

.....  
(Signature)

APPLICATION FORM FOR LOAN DISBURSEMENT BY NATIONAL ELECTRONIC FUND TRANSFER

Date: [ 22 Oct 2014 ]

To  
Fullerton India Credit Company Limited

8121 - 8121\_Rural\_KA\_Bel\_Munavalli

Sub: Loan disbursement by Electronic Fund Transfer through National Electronic Fund Transfer scheme

Ref: Customer Id. : [ 812100013109 ]

Loan Account Number : [ 81214150000002 ]

Dear Sir,

With reference to my / our loan application, I / We hereby unconditionally instruct Fullerton India Credit Co. Ltd ("Fullerton India") to directly remit the sanctioned loan amount of Rs 57,834.00 /- ( Rupees Fifty-Seven Thousand Eight Hundred Thirty-Four only)

(After deduction of pre EMI interest, documentation charges &amp; processing charges) as per following details:-

Details of the Beneficiary

Beneficiary's Bank name	
Beneficiary's Bank a/c name	
Beneficiary's Bank a/c #	
Beneficiary's Bank Account Type	<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Cash Credit
Beneficiary's Bank payable Location	
Beneficiary's Bank Branch IFSC Code	
MICR Code	
Amount to be remitted	57,834.00 ( Fifty-Seven Thousand Eight Hundred Thirty-Four )

I / We hereby declare that:

- The particulars given above are true, correct and complete to the best of my/our knowledge. I / we shall be responsible for the accuracy of the particulars given in the payment instruction.
- I / We shall be bound by any payment instruction executed by Fullerton India, if Fullerton India had executed the payment instruction in good faith and in compliance of instructions for electronic fund transfer.
- The disbursement of the Loan in favour of the above said Beneficiary shall be deemed to be the Loan granted to and availed by me/us. The disbursement of the Loan amount in favour of the above Beneficiary payee shall not affect my/ our obligation in relation to the Loan facility.
- Fullerton India shall not be liable for any loss or damage arising out of or resulting from incomplete information, delay in transmission, delivery or non-delivery of electronic message or any mistake, omission or error in transmission or delivery thereof or any act or event beyond its control. Notwithstanding above, in the event of any delay in the completion of the funds transfer or any loss on account of error in the execution of the funds transfer pursuant to a payment instruction due to any negligence on the part of Fullerton India, Fullerton India's liability shall be limited to the extent of payment of interest at the bank rate for the period of delay in the case of delayed payment.
- Fullerton India shall not be liable for non-credit or crediting remittance amount to wrong beneficiary on account of incorrect information furnished by me/ us in this application form.
- Beneficiary bank may levy charges on inward remittance and deduct the same from the remitted amount.

I understand that all National Electronic Fund Transfer ('NEFT') instructions are irrevocable and there is no facility for giving stop payment instruction in respect of remittances through NEFT.

Thanking

Name of the Borrower: MR IRAPPA MANAPPA BADIGER C

Name of Authorised Signatory (for Proprietorship, Partnership &amp; Companies)

.....  
(Signature)Name of the Co-Borrower: MR MANAPPA MAHARUDRAPPA BADIGER C

Name of Authorised Signatory (for Proprietorship, Partnership &amp; Companies)

.....  
(Signature)

DECLARATION IN CASE THE BORROWER / CO-BORROWER / GUARANTORS IS ILLITERATE OR EXECUTES  
LOAN DOCUMENTS IN VERNACULAR LANGUAGE OR IS BLIND

Dated: 22 Oct 2014

Fullerton India Credit Company Limited ("FICCL")

8121 - 8121\_Rural\_KA\_Bel\_Munavalli

Dear Sir,

Subject: SECURED HYPOTHECATION LOAN - INDIVIDUAL Loan of Rs. 60,000.00 /-, Rate of Interest 30.00 % per annum,  
Tenor 24 months

I/We refer to the Loan Agreement dated 22 Oct 2014 vide which I/we have been sanctioned/granted the subject loan / facility by FICCL as per the terms and conditions of the said Loan Agreement.

I/We hereby declare and confirm that as I/we am/are \*\*illiterate/not literate in English / blind, all the terms and conditions of the aforesaid Loan Agreement, promissory note, letters of guarantee, security documents, declarations and undertakings, and all other loan documents as stipulated by FICCL, and the declarations and confirmations of this letter have also been read and explained to me/us in \_\_\_\_\_ language by

\*\*\*Mr MR ISMAIL HANAMASAGAR who has countersigned this undertaking, and I/ we have executed the aforesaid documents after having fully understood all the terms and conditions mentioned therein.

I/We hereby further declare and confirm that all the terms and conditions of the said loan facility and the loan documents, security documents and all other documents stipulated by FICCL shall be binding on me/us until the clearance of the liabilities under the said loan.

\*\*delete inapplicable words

\*\*\*FICCL's employee/Channel Partner

C

MR IRAPPA MANAPPA BADIGER

Name & Signature or

Left/Right Thumb Impression of Borrower

C

MR MANAPPA MAHARUDRAPPA BADIGER

Name & Signature or

Left/Right Thumb Impression of Co-Borrower

C

MR ISMAIL HANAMASAGAR

Name & Signature

(Fullerton Employee/Channel Partner who has explained terms of all Loan documents to Borrower / Co-Borrower / Guarantor)