

Sr. No. B



We understand your world

NAME : \_\_\_\_\_

FAS A/C. NO. : \_\_\_\_\_

**LOAN AGAINST SECURITIES**





We understand your world

**TO BE FILLED IN BY SALES TEAM (OFFICE USE ONLY)**

NAME : \_\_\_\_\_

FAS A/C NO. : \_\_\_\_\_

A/C OPENING BRANCH CODE : \_\_\_\_\_

A/C OPENING BRANCH NAME : \_\_\_\_\_

OD A/C NO. : \_\_\_\_\_

SM NAME : \_\_\_\_\_

SM EMP CODE : \_\_\_\_\_

DSA/DSE/LGR /TELECALLER CODE & NAME : \_\_\_\_\_

LEAD GENERATOR-HBL/COEX CODE & NAME : \_\_\_\_\_

LEAD CONVERTER-HBL/COEX CODE & NAME : \_\_\_\_\_

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

LTS/CRMNEXT # : \_\_\_\_\_

SOURCE OF LEAD : BRANCH / HDFC SECURITIES/  
 MARKETING /PHONEBANKING/  
 OTHERS \_\_\_\_\_ (PLEASE SPECIFY)

**DEMAT FORM**

A/C OPENING FORM # : \_\_\_\_\_

BRANCH CODE WHERE FORM SUBMITTED : \_\_\_\_\_

DATE OF SUBMISSION : \_\_\_\_\_

EMP CODE OF BRANCH STAFF TO WHOM FORM SUBMITTED : \_\_\_\_\_

**CASA FORM**

A/C OPENING FORM # : \_\_\_\_\_

BRANCH CODE WHERE FORM SUBMITTED : \_\_\_\_\_

DATE OF SUBMISSION : \_\_\_\_\_

EMP CODE OF BRANCH STAFF TO WHOM FORM SUBMITTED : \_\_\_\_\_

**ACKNOWLEDGEMENT SLIP (TO BE GIVEN TO/RETAINED BY THE APPLICANT/S)**

NAME OF APPLICANT: \_\_\_\_\_ Sr. No. **B**

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

DATE & TIME OF RECEIPT: \_\_\_\_\_

CONTACT PERSON AT HDFC BANK LTD : NAME \_\_\_\_\_

TEL# \_\_\_\_\_ BANK'S STAMP/SIGNATURE \_\_\_\_\_

STATUS OF APPLICATION WOULD BE KNOWN WITHIN 7 (SEVEN) WORKING DAYS OF RECEIVING THE APPLICATION WITH ALL NECESSARY DOCUMENTS SUBJECT TO THE APPLICANT PROVIDING ALL AND ANY ADDITIONAL INFORMATION THAT THE BANK MAY REQUIRE SOLELY FOR THE PURPOSE OF EVALUATING THE LOAN PROPOSAL OR OTHERWISE.

## LOAN AGAINST SECURITIES

Dear Customer,

Welcome to HDFC Bank. We thank you for choosing to bank with HDFC Bank and to open an 'Overdraft Against Securities' account with us.

To open an account, please follow the instructions laid down in this booklet, which have been set out for your assistance in completing the formalities.

We urge you to carefully read the contents of this booklet. Our officers will be pleased to offer any clarifications/help that you may require in opening the account and setting up your overdraft limits.

Processing of the overdraft facility will take around 7 (Seven) working days from the time of completion and submission of all relevant loan documents as per the bank's criteria. It may also vary depending upon the type of security accepted for lending and the institutions involved in the process. The fees applicable for this facility will be as per the schedule of charges attached to this form.

The term "**Borrower**" is used for all Account holder (s).

The term "**Guarantor**" is used for any third party whose securities will be pledged as security in respect of the account. In cases where there is to be no Guarantor, all references to Guarantor in this letter and/or all other documents executed with reference to the Overdraft Against Securities account shall be inapplicable.

### GUIDELINES FOR OPENING THE OVERDRAFT AGAINST SECURITIES ACCOUNT

- A. Overdraft Request Letter.  
The Borrower(s) to sign an Overdraft Request Letter ticking off the concerned box.
- B. Overdraft Account Opening Form.  
The Borrower(s) to fill and sign the form. The Guarantor(s) to fill and sign along with their photographs.
- C. Loan Agreement cum Guarantee.  
To be signed by all Borrower(s) and all Guarantor(s)
- D. Irrevocable Power of Attorney.  
Separate Power of Attorney, duly notarised to be signed by each of the Borrower(s) and Guarantor(s)
- E. Transaction Request Format
- F. The Bank requires a copy of: Signature Proof, Photo Identity Proof, Address Proof for Borrower(s)/Guarantor (s)
- G. All documents submitted should be self attested by the Borrower(s)/Guarantor(s)

**Note :**

For signature requirement on the forms contained in this booklet, please look for the following symbols.

Borrower(s) signature required

Guarantor(s) signature required



### ADDITIONAL INFORMATION

•Payment: No cash/bearer cheque has been collected from you up-front towards processing the loan application. • Discount/free gift or any other commitment whatsoever which is not documented in the loan agreement by HDFC Bank or any of its authorized representative(s) shall not be entertained. • The loan amount and disbursal is at the sole discretion of HDFC Bank and no commitment has been given regarding the same. • Charges on cross sell products shall apply, if any. • Detailed rates and charges, if applicable, are also available on our website: [www.hdfcbank.com](http://www.hdfcbank.com)

### ADDITIONAL INFORMATION

•Payment: No cash/bearer cheque has been collected from you up-front towards processing the loan application. • Discount/free gift or any other commitment whatsoever which is not documented in the loan agreement by HDFC Bank or any of its authorized representative(s) shall not be entertained. • The loan amount and disbursal is at the sole discretion of HDFC Bank and no commitment has been given regarding the same. • Charges on cross sell products shall apply, if any. • Detailed rates and charges, if applicable, are also available on our website: [www.hdfcbank.com](http://www.hdfcbank.com)

**Know your customer, Customer Approval Sheet — LAS  
(Individuals/Non Individuals)**

**(To be completed by the Relationship Manager/Bank Staff)**

Demat  Physical

**Loan against:** Shares / MF Units / Insurance Policy / Relief Bonds / NABARD Bonds/NSC/KVP/Others please specify \_\_\_\_\_

**Customer Name/Company Name:** \_\_\_\_\_

**Customer id :** \_\_\_\_\_ **Ethnic Code:** \_\_\_\_\_ Non Managed / Classic / Preferred / Imperia / PBG / Others

**Mailing Address:** \_\_\_\_\_

\_\_\_\_\_ PinCode : \_\_\_\_\_ Landmark: \_\_\_\_\_

**Customer Contact#:** (R) \_\_\_\_\_ (O) \_\_\_\_\_ Mobile no: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Customer Profile in detail:** \_\_\_\_\_

**Name of Company working with:** \_\_\_\_\_

**Years in last employment/business:** \_\_\_\_\_ **Total Years in employment/business:** \_\_\_\_\_

**Customer/any member of immediate family owning a stock broking business:** \_\_\_\_\_

**Constitution:** Individual/Proprietorship/Partnership/Pvt. Ltd. Co./Public Ltd. Co./HUF/Others (Pls Specify) \_\_\_\_\_

**Nature of Business:** Salaried / Professional / Manufacturer / Trader / Shopkeeper / Service Provider / Comm Agent / Broker /Tutor  
Personal Care / LIC Agent / Agriculture

**Locality Type:** Residential / Commercial / Industrial / Business centre

**Ease of locating Office:** Easy/Difficult / Untraceable

**Name plate / Company Name board sighted at entrance / in the list of offices at entrance/Society/Door (Yes/ No).** If Yes, does name match with records (Yes/ No)

**Normal business activity seen :** No / Medium / Low / High

**Whether Visiting Card obtained :** Yes / No

**Customer /Authorised signatory met in person (Yes / No) If No, reason** \_\_\_\_\_

**Name of the Person contacted during CPV/Visit:** \_\_\_\_\_

**Duration of occupation of the present premises :** \_\_\_\_\_ years. **No. of staff present at the time of visit:** \_\_\_\_\_

**Relationship with customer/Designation in the company:** \_\_\_\_\_

**Occupation:** Self employed / Service. **Occupation details:** \_\_\_\_\_

**No of years in present occupation:** \_\_\_\_\_ **Any other details:** \_\_\_\_\_

**Do Neighbours/ Neighbouring shops or Offices know the customer (Yes/ No)**

**Name & Address of Neighbour:** \_\_\_\_\_

**Furniture / fixtures / office equipments seen or was it a make shift arrangement:** \_\_\_\_\_

**Reason for not having a valid address / Business proof :** \_\_\_\_\_

Name of Agency/ Bank Staff Conducting CPV : \_\_\_\_\_ Signature: \_\_\_\_\_ Agency/Employee Code \_\_\_\_\_  
 Branch Name: \_\_\_\_\_ Branch Code: \_\_\_\_\_  
 Date & Time of CPV performed: \_\_\_\_\_ Reason for CPV: \_\_\_\_\_

**BM /SM Review / Analysis** (tick one): ( ) Satisfactory CPV ( ) Negative CPV

Address not traceable	Detail mismatch	Applicant does not exist
Defaulter / Bad market reputation	Entry not allowed	Others ( )

Remarks if CPV Negative: \_\_\_\_\_

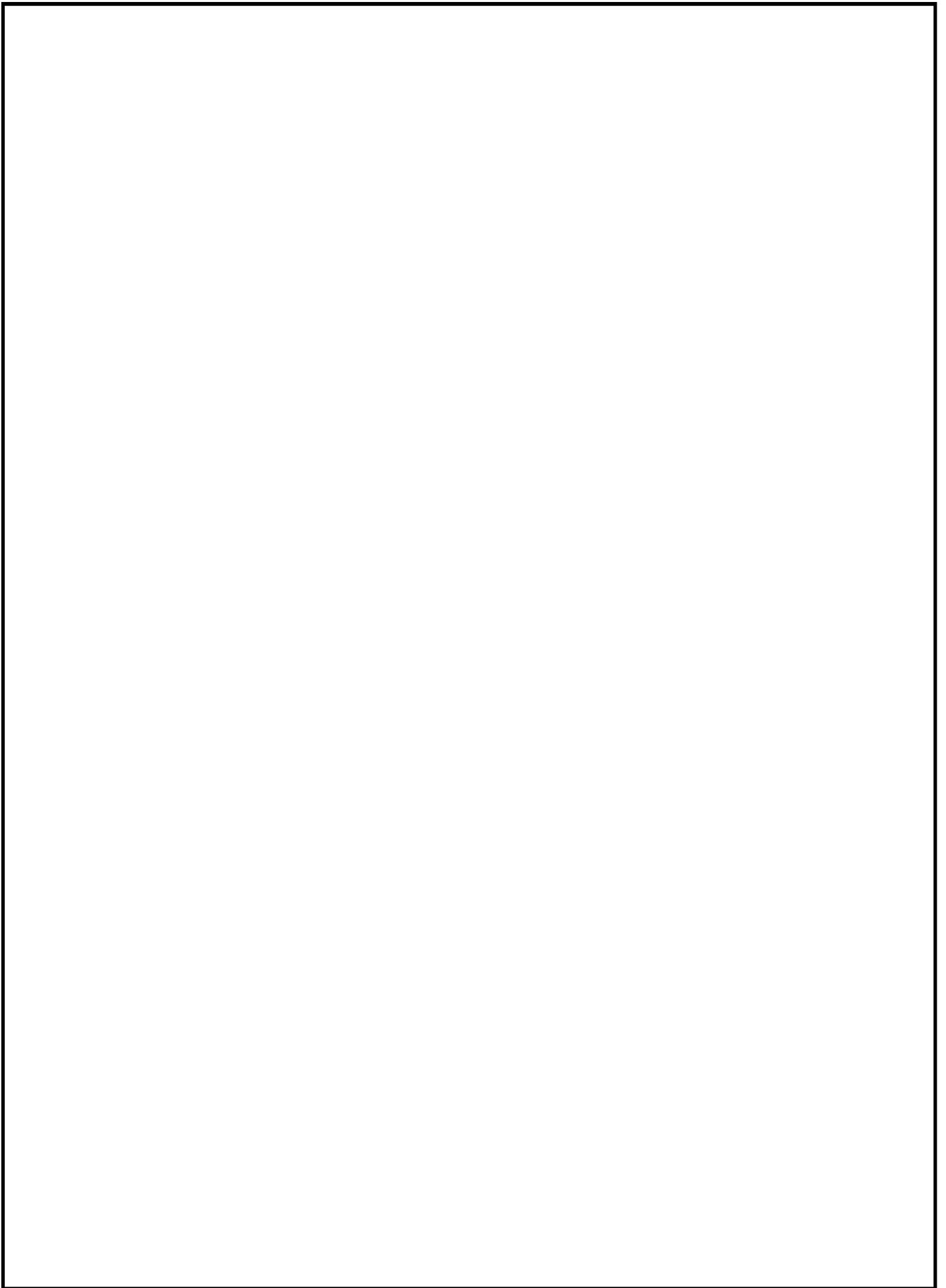
**For office use :**  
 Document charges Rs. \_\_\_\_\_ Borne by customer already/Debit to LAS OD A/c  
 Rate of interest \_\_\_\_\_% per annum, Processing Fee (One Time) \_\_\_\_\_ % or Rs. \_\_\_\_\_

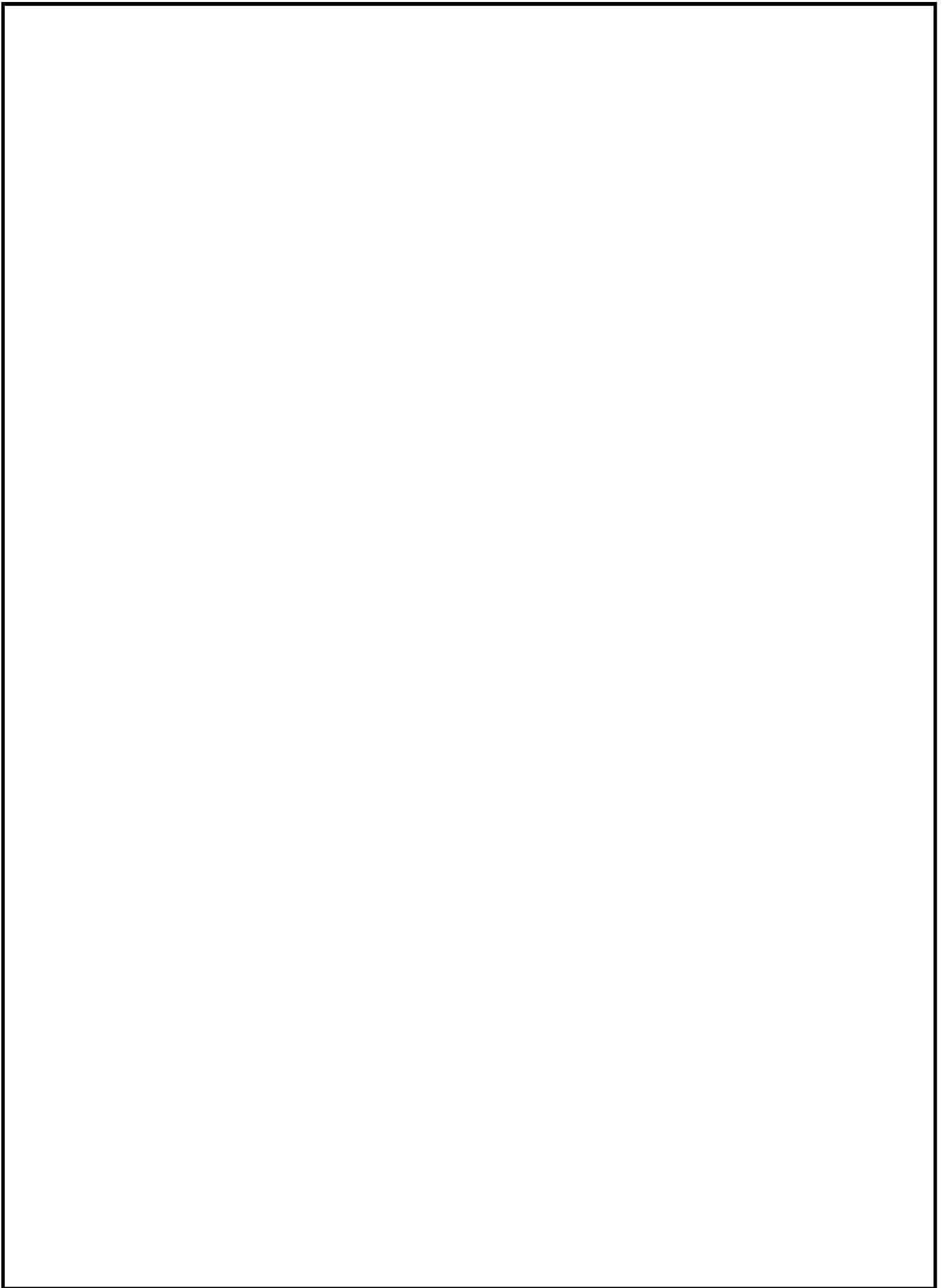
Signature of RM: \_\_\_\_\_  
 Name of RM: \_\_\_\_\_  
 RM Employee Code: \_\_\_\_\_

Confirmed and approved by:  
 SM Signature: \_\_\_\_\_  
 SM Name: \_\_\_\_\_  
 SM Employee Code: \_\_\_\_\_  
 Approval date: \_\_\_\_\_

**For office use :** (to be filled by operations):  
 1<sup>st</sup> Sanctioned Credit Limit Rs.\* \_\_\_\_\_  
 Signature of Operations Staff: \_\_\_\_\_  
 Name of Operations Staff: \_\_\_\_\_  
 Date : \_\_\_\_\_

\*The Sanctioned Credit Limit may vary from time to time but it shall at no time exceed regulatory limits as may be prescribed from time to time.







**Know your customer, Customer Approval Sheet — LAS**  
**(Individuals/Non Individuals)**  
**(To be completed by the Relationship Manager/Bank Staff)**

Demat  Physical

**Loan against:** Shares / MF Units / Insurance Policy / Relief Bonds / NABARD Bonds/NSC/KVP/Others please specify \_\_\_\_\_

**Customer Name/Company Name:** \_\_\_\_\_

**Customer id :** \_\_\_\_\_ **Ethnic Code:** \_\_\_\_\_ Non Managed / Classic / Preferred / Imperia / PBG / Others

**Mailing Address:** \_\_\_\_\_

\_\_\_\_\_ PinCode : \_\_\_\_\_ Landmark: \_\_\_\_\_

**Customer Contact#:** (R) \_\_\_\_\_ (O) \_\_\_\_\_ Mobile no: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Customer Profile in detail:** \_\_\_\_\_

**Name of Company working with:** \_\_\_\_\_

**Years in last employment/business:** \_\_\_\_\_ **Total Years in employment/business:** \_\_\_\_\_

**Customer/any member of immediate family owning a stock broking business:** \_\_\_\_\_

**Constitution:** Individual/Proprietorship/Partnership/Pvt. Ltd. Co./Public Ltd. Co./HUF/Others (Pls Specify) \_\_\_\_\_

**Nature of Business:** Salaried / Professional / Manufacturer / Trader / Shopkeeper / Service Provider / Comm Agent / Broker /Tutor  
Personal Care / LIC Agent / Agriculture

**Locality Type:** Residential / Commercial / Industrial / Business centre

**Ease of locating Office:** Easy/Difficult / Untraceable

**Name plate / Company Name board sighted at entrance / in the list of offices at entrance/Society/Door (Yes/ No).** If Yes, does name match with records (Yes/ No)

**Normal business activity seen :** No / Medium / Low / High

**Whether Visiting Card obtained :** Yes / No

**Customer /Authorised signatory met in person (Yes / No) If No, reason** \_\_\_\_\_

**Name of the Person contacted during CPV/Visit:** \_\_\_\_\_

**Duration of occupation of the present premises :** \_\_\_\_\_ years .**No. of staff present at the time of visit:** \_\_\_\_\_

**Relationship with customer/Designation in the company:** \_\_\_\_\_

**Occupation:** Self employed / Service. **Occupation details:** \_\_\_\_\_

**No of years in present occupation:** \_\_\_\_\_ **Any other details:** \_\_\_\_\_

**Do Neighbours/ Neighbouring shops or Offices know the customer (Yes/ No)**

**Name & Address of Neighbour:** \_\_\_\_\_

**Furniture / fixtures / office equipments seen or was it a make shift arrangement:** \_\_\_\_\_

**Reason for not having a valid address / Business proof :** \_\_\_\_\_

Name of Agency/ Bank Staff Conducting CPV : \_\_\_\_\_ Signature: \_\_\_\_\_ Agency/Employee Code \_\_\_\_\_  
 Branch Name: \_\_\_\_\_ Branch Code: \_\_\_\_\_  
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**BM /SM Review / Analysis** (tick one): ( ) Satisfactory CPV ( ) Negative CPV

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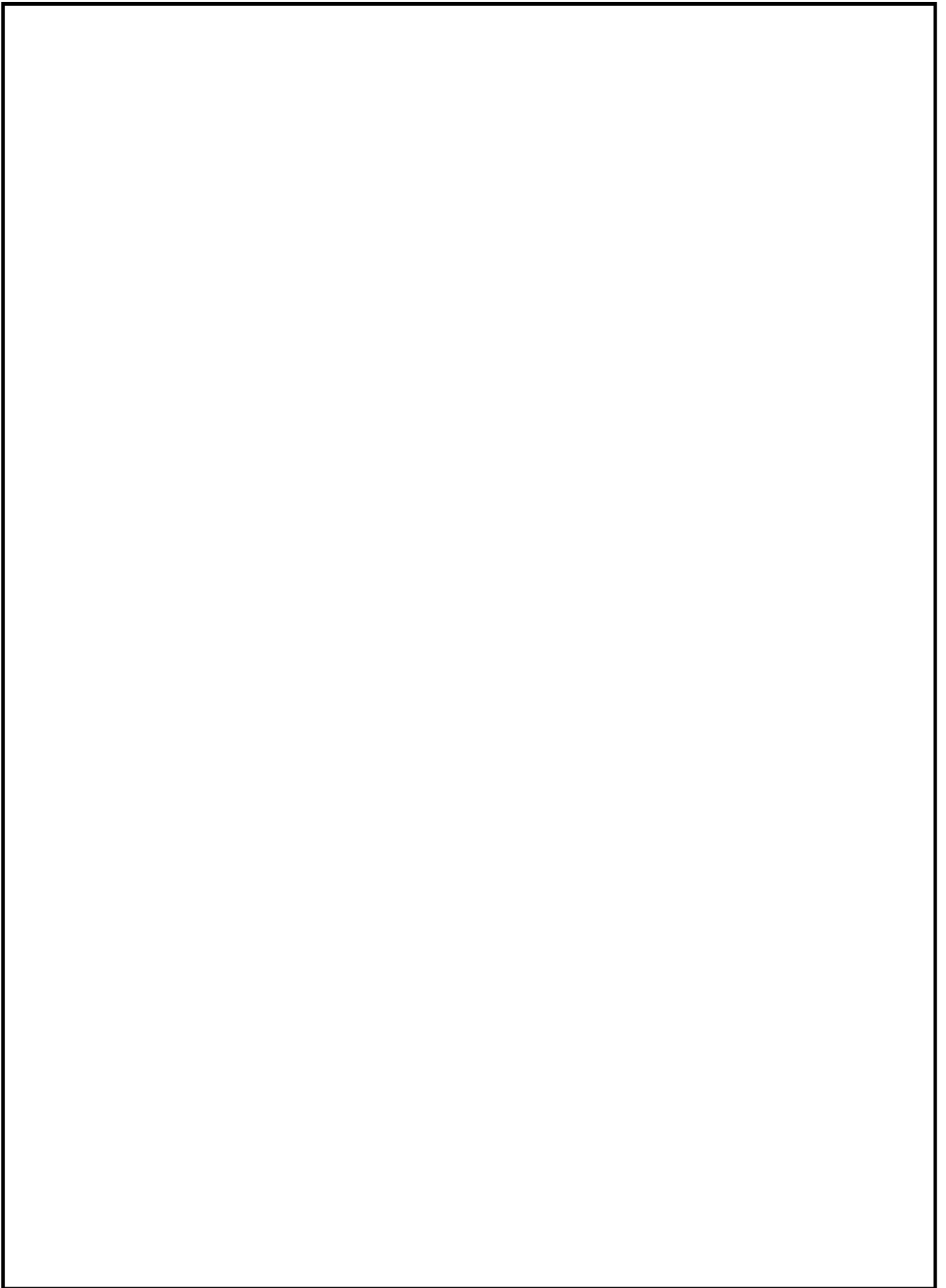
**For office use :**  
 Document charges Rs. \_\_\_\_\_ Borne by customer already/Debit to LAS OD A/c  
 Rate of interest \_\_\_\_\_% per annum, Processing Fee (One Time) \_\_\_\_\_ % or Rs. \_\_\_\_\_

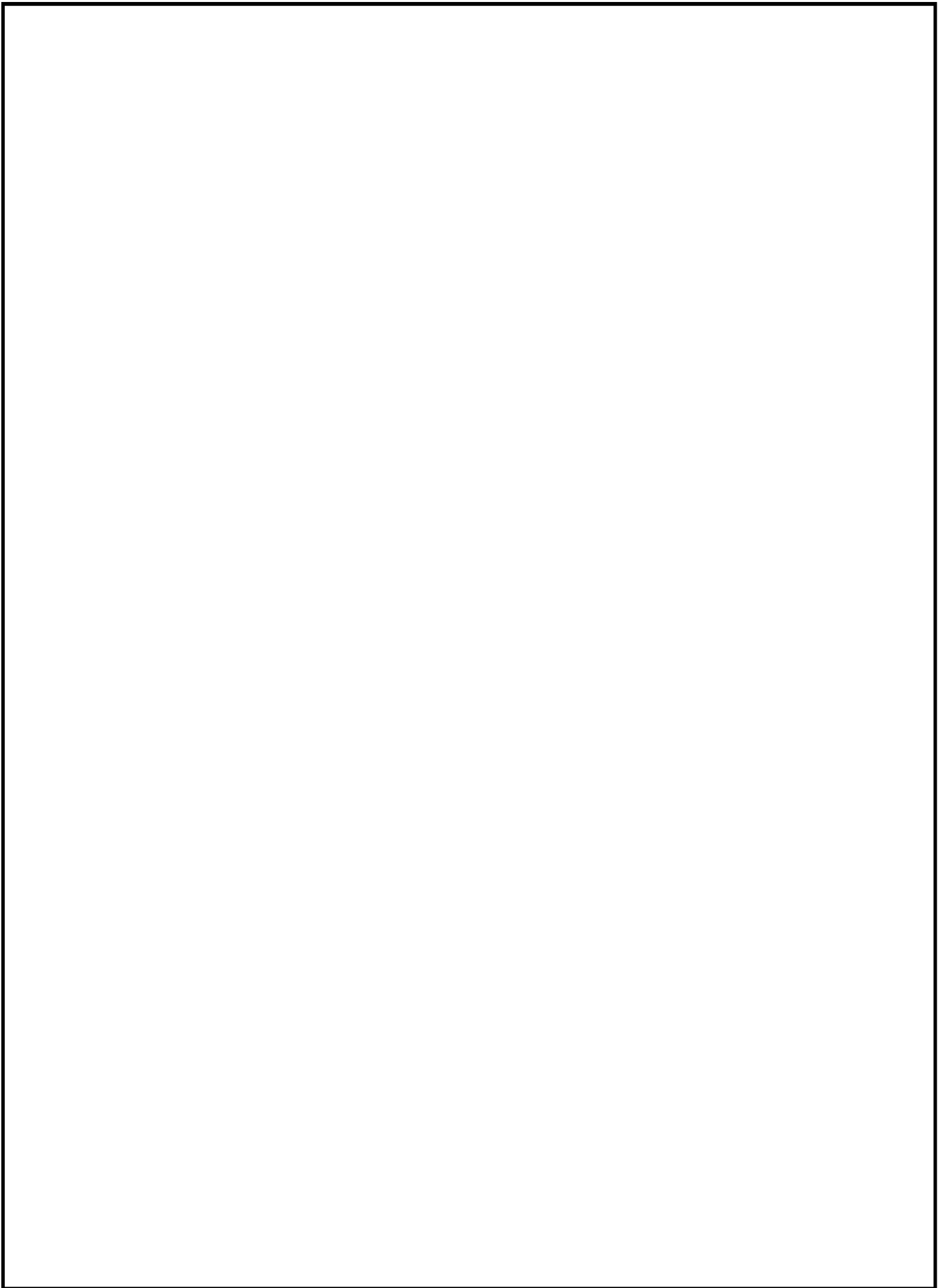
Signature of RM: \_\_\_\_\_  
 Name of RM: \_\_\_\_\_  
 RM Employee Code: \_\_\_\_\_

Confirmed and approved by:  
 SM Signature: \_\_\_\_\_  
 SM Name: \_\_\_\_\_  
 SM Employee Code: \_\_\_\_\_  
 Approval date: \_\_\_\_\_

**For office use :** (to be filled by operations):  
 1<sup>st</sup> Sanctioned Credit Limit Rs.\* \_\_\_\_\_  
 Signature of Operations Staff: \_\_\_\_\_  
 Name of Operations Staff: \_\_\_\_\_  
 Date : \_\_\_\_\_

\*The Sanctioned Credit Limit may vary from time to time but it shall at no time exceed regulatory limits as may be prescribed from time to time.





## A - OVERDRAFT REQUEST LETTER

I/We request you to grant me/us an overdraft facility of Rs. \_\_\_\_\_ / upto the maximum amount that can be sanctioned to me/us, as a customer under the prevalent regulatory norms, against the pledge of financial securities like Shares/Mutual Funds/Bonds etc.

### DECLARATION

1. I/We confirm that I am/We are citizens of India (applicable in the case of individuals only).
2. I/We confirm that I am/we are Resident and Ordinarily Resident for the purposes of the Income Tax Act, 1961 or am/are Non- Resident Indian(s) as defined in the Foreign Exchange Management (Deposit Regulations), 2000.
3. I/We understand and acknowledge that the amount of the overdraft facility that may be sanctioned from time to time would depend on the value of the instruments/securities pledged in favour of HDFC Bank Limited ("the Bank") as acceptable to the Bank and as per the Bank's policies from time to time and shall at no time exceed regulatory limits as may be prescribed from time to time.
4. I /We confirm that the funds will be used for the stated purpose only and will not be used for the following:  
(a) for any speculative purposes; and (b) for any anti social purpose.  
In the event of the funds being used for any speculative purposes and/or anti social purposes contrary to the provisions in this paragraph 4, I / we will give a written intimation to the Bank. The Bank has the right to recall the advance if the funds are used for any other purpose other than declared and / or for speculative purposes (where such use is prohibited by this paragraph 4) and / or anti social purposes.
5. In addition, in cases where the overdraft facility has been sanctioned against the pledge of all or any of the following: bonds, debt based mutual fund units, life insurance policies, gold deposit certificates, national savings certificates, non-convertible debentures and/or any other debt instrument, I / We confirm that the funds will be used for the stated purpose only and will not be used for the purpose of making investment(s) in the capital market ("capital market purposes"). In the event of the funds being used for any capital market purposes contrary to the provisions in this paragraph 5, I / we will give a written intimation to the Bank. The Bank has the right to recall the advance if the funds are used for any other purpose other than declared and /or for capital market purposes (where such use is prohibited by this paragraph 5).
6. I/we have not availed a Loan Against Securities (Loan against Shares or Equity Based Mutual Fund units, Bonds, Debentures) facility from any other Bank. (If availed, please fill the table below):

Details of facility availed from other Banks

S.no.	Name of Facility(LAS-Shares/Mutual Fund units / Bonds / Debentures)	Lending Bank Name	Name of the Borrowers/Co Borrowers	Amount of Loan Sanctioned	Amount of operating Limit

7. I /We do hereby state that I am/ we are aware that the interest debited by the Bank in respect of my overdraft account has to be serviced at monthly intervals or at such intervals as may be applicable from time to time, by way of crediting such interest amounts into my overdraft account.
8. I/We confirm that I am/we are not directors/promoters of the companies whose shares are to be pledged.
9. I/We confirm that the instruments to be pledged are held by us in our name OR in the name of the Guarantor, as absolute owner/s thereof and not in our capacity as trustees or guardian or in any other fiduciary capacity.
10. I/We authorise you to recover any commission, interest, charges as and when due/ incurred from any current account/ savings account maintained by me/us with the Bank.
11. I/We have read and understood the account terms and conditions, fees & charges, schedule of charges including those governing Current Accounts/ATMs/Debit Card/PhoneBanking/NetBanking/MobileBanking and agree to be bound by them. I/We also understand that charges which are in nature of fees are exclusive of service tax. Service tax and other government levies, as applicable, would be charged additionally.
12. I/We agree to comply by the rules of the Bank as prevailing from time to time.
13. I/We confirm that the Borrower(s) and Guarantor(s) are not minors.
14. I/We agree to pay out of pocket expenses, as specified by the Bank, from time to time.
15. I/We agree that the Bank and/or its agents (both internal & external) have a right to make enquiries and obtain information about my/our affairs (including my/our credit history) in such manner as they may think fit including in particular making enquiries with and obtaining information from the Credit Information Bureau of India Limited or any other credit information companies of which the Bank is a member

16. I/We agree that the Bank has a right of lien on all related accounts mentioned above as also any other accounts found to be related to me/us .
17. I/We agree and confirm that the sanction and continuance of the overdraft facility is at the sole discretion of the Bank
18. I/We hereby authorise the Bank to send all correspondence (including Sanctioned Credit Limit and Account balance) on the Email ID as provided in the Account Opening Form.
19. I/We understand that Bank will provide me / us with the copy of the Loan Agreement cum Guarantee and terms & conditions upon my /our request.

20. Details of relationship

- a) Is the Applicant an individual who is a director of the Bank ?
- b) Is the Applicant a partnership firm in which any of the Bank's directors is interested as partner, manager, employee or guarantor ?
- c) Is the Applicant a company or a subsidiary or holding company of which any of the directors of the bank is a director/employee/guarantor or in which the director of the bank holds substantial interest ?
- d) Is the applicant a near relation to any senior officer of the Bank?
- e) Is the applicant a partnership/HUF firm/Company in which a Partner/member of HUF/Director is a relative of any senior officer of the Bank?
- f) Is the Applicant an individual who is a director or a near relative of a director of any other Bank or its Subsidiaries / Trustees of Mutual Funds / Venture Capital Funds set up by any Bank?
- g) Is the Applicant a partnership firm in which any of the partners is a director or a near relative of a director of any other Bank ?
- h) Is the Applicant a company in which any of the director is a director or a near relative of a director of any other Bank ?

If the answer to any of the questions above is "Yes", the nature of relationship \_\_\_\_\_

- 21 I understand that in case I do not wish to receive promotional information through telephone calls / email / sms on products and services not currently availed by me, I can register for " Do Not Call" service through Bank's website [www.hdfcbank.com](http://www.hdfcbank.com) or through PhoneBanking or other channels that the Bank may offer. I agree that this service will not apply to receipt of advice and information regarding products and services currently availed by me, to help me in fully realising the benefits of the range of financial solutions designed to make my banking relationship value added and more convenient.

**B-OVERDRAFT ACCOUNT OPENING FORM**

To be filled by borrower (first applicant).

Your Customer ID No. or A/C No. \_\_\_\_\_

Please give us the following information:

**NAME :** Mr./Ms. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
*First Name Middle Name Last Name*

**Date of Birth** |\_\_| |\_\_| |\_\_| |\_\_| **Date of Incorporation** |\_\_| |\_\_| |\_\_| |\_\_|  
*dd mm yyyy dd mm yyyy*

**Father's / Husband's Name** \_\_\_\_\_ **Mother's Maiden Name** \_\_\_\_\_

**PAN #**

--	--	--	--	--	--	--	--	--	--

**Office Address** \_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ Pin code \_\_\_\_\_ State \_\_\_\_\_

Tel. : (1) \_\_\_\_\_ (2) \_\_\_\_\_ Fax \_\_\_\_\_

Mobile No. \_\_\_\_\_ E-mail Id \_\_\_\_\_

**Residence Address** \_\_\_\_\_  
\_\_\_\_\_ City \_\_\_\_\_ Pin code \_\_\_\_\_

State \_\_\_\_\_

Tel.: (1) \_\_\_\_\_ (2) \_\_\_\_\_

E-mail Id \_\_\_\_\_

**Qualification**  Graduate  Post Graduate  Others (please specify) \_\_\_\_\_

**Marital Status**  Single  Married

**Religion** \_\_\_\_\_ SC / ST / OBC / Others \_\_\_\_\_

**Person with Disability** - Yes / No (Please submit certificate if "Yes")

**The Bank requires a copy of :** Signature Proof, Photo Identity Proof, Address Proof

**CO-APPLICANT/SECOND HOLDER INFORMATION.**

To be filled by Co-applicant/Second Holder.

Your Customer ID No. or A/C No. \_\_\_\_\_

Please give us the following information

**NAME : Mr./Ms.** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_*First Name**Middle Name**Last Name***Date of Birth** |\_\_\_\_|\_\_\_\_|\_\_\_\_|  
*dd mm yyyy***Date of Incorporation** |\_\_\_\_|\_\_\_\_|\_\_\_\_|  
*dd mm yyyy***Father's/Husband's Name** \_\_\_\_\_ **Mother's Maiden Name** \_\_\_\_\_**Relationship with main borrower** \_\_\_\_\_ **PAN #** **Office Address****Residence Address**

\_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_ Pin code \_\_\_\_\_

City \_\_\_\_\_ Pin code \_\_\_\_\_

State \_\_\_\_\_ Tel. : (1) \_\_\_\_\_

State \_\_\_\_\_ Tel. : (1) \_\_\_\_\_

(2) \_\_\_\_\_ Fax \_\_\_\_\_

(2) \_\_\_\_\_ Fax \_\_\_\_\_

Mobile No. \_\_\_\_\_

Mobile No. \_\_\_\_\_

E-mail Id \_\_\_\_\_

E-mail Id \_\_\_\_\_

**The Bank requires a copy of : Signature Proof, Photo Identity Proof, Address Proof****CO-APPLICANT/THIRD HOLDER INFORMATION.**

To be filled by Co-applicant/Third Holder.

Your Customer ID No. or A/C No. \_\_\_\_\_

Please give us the following information

**NAME : Mr./Ms.** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_*First Name**Middle Name**Last Name***Date of Birth** |\_\_\_\_|\_\_\_\_|\_\_\_\_|  
*dd mm yyyy***Date of Incorporation** |\_\_\_\_|\_\_\_\_|\_\_\_\_|  
*dd mm yyyy***Father's/Husband's Name** \_\_\_\_\_ **Mother's Maiden Name** \_\_\_\_\_**Relationship with main borrower** \_\_\_\_\_ **PAN #** **Office Address****Residence Address**

\_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_ Pin code \_\_\_\_\_

City \_\_\_\_\_ Pin code \_\_\_\_\_

State \_\_\_\_\_ Tel. : (1) \_\_\_\_\_

State \_\_\_\_\_ Tel. : (1) \_\_\_\_\_

(2) \_\_\_\_\_ Fax \_\_\_\_\_

(2) \_\_\_\_\_ Fax \_\_\_\_\_

Mobile No. \_\_\_\_\_

Mobile No. \_\_\_\_\_

E-mail Id \_\_\_\_\_

E-mail Id \_\_\_\_\_

**The Bank requires a copy of : Signature Proof, Photo Identity Proof, Address Proof**



I/We hereby confirm and declare that the information / details given in the Overdraft Request Letter, the aforesaid Declaration and Overdraft Account Opening Form are completely true and correct.

Name \_\_\_\_\_ Signature \_\_\_\_\_

**B**

Name \_\_\_\_\_ Signature \_\_\_\_\_

**B**

Name \_\_\_\_\_ Signature \_\_\_\_\_

**B**

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



**Do not sign this form, agreement if it is BLANK, Please ensure all relevant sections and columns are completely filled to your satisfaction and then only sign the form.**

**WITNESS DECLARATION (APPLICABLE ONLY IF BORROWER/GUARANTOR SIGNS IN A VERNACULAR LANGUAGE)**

The contents of this Overdraft Request Letter, the Loan Agreement cum Guarantee (including the Schedule of Charges cum Key Fact Statement ), the Irrevocable Power of Attorney, and all other documents as incorporated or referred to in the aforesaid documents have been explained by me to \_\_\_\_\_ (Name of the applicant) in \_\_\_\_\_ (Name of the language in which Applicant has signed) and the same have been understood by him/her before executing /affixing their signature /thumb impressions on the abovementioned documents.

Name of the Witness \_\_\_\_\_

Address of the Witness \_\_\_\_\_

Signature of Witness \_\_\_\_\_

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



- To be signed by Borrowers and Co-Borrowers on all pages at each Block marked **B**.
- To be signed by all Guarantors/third parties (if any) at each Block marked **G**.

### **LOAN-AGREEMENT-CUM-GUARANTEE**

**THIS AGREEMENT** ("Agreement") is made on the date and place as set out in Schedule 1 amongst :

a) The Borrower, the details whereof are given at the end of the Agreement , of the first part, hereinafter called the "Borrower" .The "Borrower" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/its/their respective heirs, executors, administrators and legal representatives.

**AND**

b) The Guarantor, the details whereof are given at the end of the Agreement , of the second part, hereinafter called the "Guarantor". The "Guarantor" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/its/their respective heirs, executors, administrators and legal representatives.

**AND**

c) HDFC Bank Limited, a banking company having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai -400 013, of the Third Part, hereinafter called the "**Bank**" (the expression "Bank" unless repugnant to the context, is deemed to include its successors and assigns).

WHEREAS the Borrower has requested the Bank to sanction an overdraft facility against the security of any shares, debentures, certificates of deposits, units of Mutual Funds, RBI Relief Bonds, LIC Policies, NABARD Bonds or other securities satisfactory to the Bank which may be pledged by the Borrower/ Guarantor from time to time, hereinafter referred to as the "**Security/Securities**"

**AND WHEREAS** the Bank has agreed to grant the said overdraft facility upon the terms and conditions contained in this Agreement:

**AND NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

- 1) The Bank in principle agrees to grant to the Borrower an overdraft facility ("**the overdraft facility**") upon the terms and conditions contained in this agreement. The Borrower understands and acknowledges that the actual amount of the overdraft facility that may be sanctioned from time to time would depend on the discretion of the Bank, the value of the Securities to be pledged/ charged in favour of the Bank and the Bank's policies from time to time and the maximum aggregate amount of such facility shall at no time exceed regulatory limits as may be prescribed from time to time, if any. The grant of the overdraft facility in favour of the Borrower is conditional upon (i) the Borrower and/or the Guarantor pledging/ charging the Securities in favour of the Bank in a manner which is satisfactory to the Bank. The pledge of the Securities shall be created by the Borrower/Guarantor in the manner specified by the Bank prior to the disbursement of any advances by the Bank to the Borrower as an exclusive charge to the Bank towards repayment of all amounts due under this Agreement, including the principal amount sanctioned to the Borrower together with the interest accrued under the terms of this Agreement (ii) the Borrower and the Guarantor complying with such other conditions as may be required by the Bank from time to time. The Borrower and the Guarantor hereby acknowledge and agree that in the event they do not comply with the conditions specified in (i) and (ii) above (*viz.* they do not pledge/ charge the Securities in favour of the Bank) within a period of 30 (Thirty) days of the execution hereof, the Bank shall be entitled, in its sole discretion, to cancel the overdraft facility without any reimbursement of the processing fee and/or any other charges already paid by the Borrower/ Guarantor in connection thereof.
- 2) The sanctioned amount ("**Sanctioned Credit Limit**") that the Bank shall disburse to the Borrower pursuant to the overdraft facility would depend upon the discretion of the Bank and the value of the Securities to be pledged with the Bank from time to time prior to the disbursal of any amounts under the overdraft facility. The decisions in respect of the valuation of the Securities, margin money and the actual disbursal under the overdraft facility would be exclusively taken by the Bank and will be binding on the Borrower and the Guarantor. As on the date of this Agreement, the Sanctioned Credit Limit is as mentioned in Schedule 1. In terms of the Bank's policies and based on the value of the Securities, the Sanctioned Credit Limit could stand enhanced or reduced accordingly, but in any event will not exceed the amount of the overdraft facility. It is clarified, however, that the mere provision of Securities by the Borrower or Guarantor and/or compliance by them of the other conditions that may be stipulated by the Bank would not automatically entitle the Borrower to an increase in the amount sanctioned by the Bank under the overdraft facility and any such increase would be at the sole discretion of the Bank whose decision in this regard shall be final and binding on the Borrower and the Guarantor. The Borrower understands and acknowledges that the Borrower is not entitled to draw cheques on and/or issue payment instructions with respect to the overdraft account in an amount which is greater than the un-drawn Sanctioned Credit Limit and that any cheque presented for an amount greater than the un-drawn Sanctioned Credit Limit (as prevalent on the date of such presentment) shall be dishonoured by the Bank and the Bank shall not be responsible or liable for any losses or damages which the Borrower may suffer as a result of such cheque(s) being dishonoured. It is clarified that this will be the case even when the amount of the cheque was equal to or lower than the un-drawn Sanctioned Credit Limit at the time of its issue but in excess of the un-drawn Sanctioned Credit Limit at the time of its presentment.
- 3) Notwithstanding anything mentioned in the facility documents , the Borrower acknowledges that the Bank reserves an unconditional right to cancel/terminate Borrower's right to avail of or make drawals from the unavailed portion of the Overdraft Facility sanctioned at any time during the currency of the Overdraft Facility, without any prior notice to the Borrower.
- 4) Further changes in Sanctioned Credit Limit will be communicated from time to time by various means and methods and this would be the Borrower's Sanctioned Credit Limit and will be reflected in the Bank's system as the "Sanctioned Credit Limit". Such communication may be by way of email, SMS or monthly bank statements, telegram or any other mode as mutually agreed between the Bank and the Borrower.
- 5) Notwithstanding anything stated elsewhere in this agreement, the continuation of the Overdraft Facility shall be at

sole and absolute discretion of the Bank and the Borrower's outstanding shall be payable to the Bank on demand. The Bank may at any time in its sole discretion and without assigning any reason call upon the Borrower to pay to the Bank the Borrower's outstanding and there upon the Borrower(s) shall, within 7 (Seven) days of being so called upon, pay the whole of the Borrower's outstanding to the Bank without any delay or demur.

- 6) Without Prejudice to the provisions of clause (5) the credit facility will be available for a period of 12 (Twelve) months only and the Borrower shall repay the same on or before the expiry of the said period. Notwithstanding the aforesaid, the overdraft facility shall stand renewed for further periods of 12 (Twelve) months each time, unless the Bank on its review, has specifically indicated its unwillingness for such renewal. However in cases where the Bank proposes to make such renewal subject to certain conditions, the renewal will occur only on the Bank intimating the Borrower of such conditions at least 15 days prior to the expiry of the aforesaid 12 month period and the Borrower either expressly accepting such conditions or impliedly accepting them by continuing to enjoy the overdraft facility and/or not making payment of the amount due in respect of the overdraft facility on or before the expiry of the aforesaid 12 month period. On such renewal this agreement and all other documents, deeds and writings whatsoever executed pursuant to or in connection with this agreement, as may be amended from time to time, and/or the overdraft facility shall continue in full force and effect, subject to the terms and conditions on which the overdraft facility is renewed.
- 7) The overdraft facility shall carry interest at the rate as mentioned in Schedule 1, upon the daily balances shown by the bank account which reflects the amount availed by the Borrower under the overdraft facility (hereinafter referred to as the "overdraft account"), which interest shall be payable on monthly or quarterly rests or other interval as the Bank may decide from time to time. The aforesaid rate of interest on daily balances may be varied by the Bank from time to time. Further the interest payable by the Borrower shall be subject to changes in interest rates made by the Reserve Bank of India ("RBI") from time to time. Such revised rate may be subsequently intimated to the Borrower. No separate intimation will be required to be given to the Guarantor. All the Parties to this agreement acknowledge that they are aware of the interest rate and of the fact that the same will fluctuate throughout the tenure of the overdraft facility. The Parties agree and accept that the rate of interest declared by the Bank from time to time shall be binding on them. It is also agreed that advances against different types of Securities may carry different rates of interest. Therefore, the Bank at its absolute discretion reserves the right to charge different rates of interest on the overdraft facility based on the types of Securities pledged as may be advised by the Bank to the Borrower from time to time. The Borrower gives authority to the Bank to debit his account with the interest amount. It is expressly agreed by and between parties hereto that the Borrower shall be liable to pay to the bank a fee as mentioned in Schedule 1, on the loan amount disbursed to the Borrower, as may be intimated by the Bank, as Custodial and Processing Charges and this fee shall be paid at the beginning of the year. In addition, the Borrower hereby agrees and undertakes to pay all the charges and costs specified in Schedule 1 hereto.
- 8) If the Borrower does not pay interest at the times, in the manner and at the rate specified in clause (7), the Borrower shall be obliged to return all the amounts due immediately.
- 9) In respect of all any of Borrower's liabilities to the Bank, whether under this Agreement or under any other obligation or any other facilities/borrowings/document, whether such liabilities are/be crystallised, actual or contingent, primary or collateral or several or jointly with others, whether as principal debtor and/or as guarantor and/or otherwise howsoever (collectively "Liabilities"), the Bank shall have a specific and special lien on all the Borrower's / Guarantor's present and future stocks, shares, securities, property, book debts, all moneys in all accounts whether current, savings, overdraft, fixed or other deposits, held with or in custody, legal or constructive, with the Bank, now or in future, whether in same or different capacity and whether severally or jointly, whether for any banking relationship, safe custody, collection, or otherwise and the Bank shall have the right to, without notice to and without consent of the Borrower / Guarantor to transfer, sell, realize, adjust, appropriate all such securities and property as aforesaid for the purpose of realizing or appropriating against any of Bank's dues in respect of any of the Liabilities. In addition to general lien and/or similar right, the Bank may at any time in its absolute discretion and without notice to and without consent of the Borrower / Guarantor, combine or consolidate all or any of accounts of the Borrower / Guarantor, whether of same type or nature or not and whether in same capacity or not, with any of the Liabilities and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the Liabilities. The Bank shall be deemed to have and hold and continue to have first charge on any assets including any of the deposit on which security has been created in respect of the Loan, also for any of the other Liabilities and all the rights and powers vested in the Bank in terms of any security or charge created for the Loan shall be available to the Bank also in respect of such Liabilities, irrespective of the fact whether the Loan is at any time repaid or satisfied or not and even after the Loan has been repaid or prepaid or the security and property is given to Bank in respect of any particular liabilities.
- 10) Any default in payment of dues would entail an additional interest charge of up to 1.5% per month on the overdrawn amount, leviable from the date of the default until the date of payment of dues together with interest without prejudice to the Bank's other rights available as per this agreement and in law.
- 11) Any notice or correspondence shall be addressed by the Parties at the address given by the Borrower/Guarantor/ Bank at the end of this Agreement. The same would be deemed to have been served at the time it would be delivered in the normal course. Notices may also be served by the Parties by telegram/ facsimile transmissions/ e-mail at the numbers/ e-mail addresses indicated at the end of this Agreement. Internal records of the Bank noting the grant of such notice would be sufficient proof of delivery of such notice although such internal records may not specifically note the contents of such notice/ communication.
- 12) The Borrower agrees to accept the statement of account sent by the Bank or by any other authorised representative of the Bank as conclusive proof of the correctness of any sum claimed by the Bank to be due from him.
- 13) The Borrower agrees not to utilise the overdraft facility:
  - (a) for any speculative purposes; and/or
  - (b) for any anti social purpose.
- 13A) In addition, in cases where the overdraft facility has been sanctioned against the pledge of all or any of the following: bonds, debt based mutual fund units, life insurance policies, gold deposit certificates, national savings

certificates, non-convertible debentures and/or any other debt instrument (hereinafter collectively referred to as "**Debt Instruments**"), the Borrower agrees not to utilise the overdraft facility for the purpose of making investment(s) in the capital market ("**capital market purposes**").

14) Where the Borrower is an intermediary registered in terms of Section 12 of the Securities and Exchange Board of India Act, 1992, the Borrower hereby agrees and undertakes

- (i) not to deal in penny stocks in any manner as stipulated in SEBI directives
- (ii) to maintain segregation of securities held by him/ her on behalf of clients from the securities held by the Borrower in his/her name, as required by the SEBI regulations
- (iii) to confirm that the client securities will not be offered as security for borrowing from the Bank in any manner whatsoever
- (iv) to provide details of securities held on behalf of clients and securities held by the Borrower in his/her own name to the Bank on demand

15) In the event that the Borrower creates a pledge of the Securities in favour of the Bank and the Bank advances monies to the Borrower under the overdraft facility in the manner set out in this Agreement then it is agreed by and between the Parties that:

(i) The Bank may at any time require the Borrower to change the Securities that may be pledged, whether belonging to or held in the name of the Borrower or Guarantor. At the request of the Borrower, the Bank may in its sole discretion allow the Borrower to withdraw the Securities and change the Securities with other Securities of similar nature and value which shall be pledged in favour of the Bank. Such withdrawal may also be made on the Borrower issuing instructions in writing and the Guarantor hereby agrees that the withdrawal as aforesaid shall be deemed to have been done with the Guarantor's consent and concurrence and the Bank shall be entitled to act in accordance with such instructions of the Borrower.

(ii) If at any time the value of the Securities falls so as to create a deficiency in the margin requirement specified by the Bank from time to time or there is a withdrawal in excess of the overdraft facility limit, the Borrower/ Guarantor shall within the Relevant Notice Period from the date of the notice issued by the Bank, deposit with the Bank additional security in the form of cash or such other Securities which may be acceptable to the Bank, failing which the Bank may, at its discretion and without any requirement for further notice or intimation, sell, dispose off or realize any or all of the Securities then held by the Bank, whether on the floor of the stock exchange concerned or as off market trades or otherwise as the Bank may deem fit, without being liable for any loss or damage or diminution in value sustained thereby and the Borrower/ Guarantor shall not raise any objections in respect of such disposal of the Securities by the Bank and/or the adequacy of consideration realized therefrom. The Borrower/ Guarantor acknowledges and confirms that any such notice issued by the Bank shall be a notice for invocation of the pledge over such Securities for all intents and purposes including, without limitation, for the purposes of Section 176 of the Indian Contract Act, 1872. In the event that the sums realized upon such sale of the Securities are not sufficient to make good the deficiency in the margin requirement or the excess overdrawn in respect of the overdraft facility limit, the Borrower/ Guarantor shall be obliged to forthwith pay to the Bank the sum required to make good such shortfall.

(iii) In case of nonpayment of the Borrower on the expiry of the term of the overdraft facility as required under clause 6 or in case the Borrower fails to make any payment due to the Bank in respect of the overdraft facility, the Bank shall have the full rights to sell, dispose off or realise all or any of the Securities then held by the Bank, whether on the floor of the stock exchange concerned or as off market trades or otherwise as the Bank may deem fit, after giving the Borrower/ Guarantor, notice of not less than the Relevant Notice Period, on such terms and for such price that the Bank deems fit, and apply the net proceeds towards the satisfaction of the balance outstanding in the overdraft account including charges, expenses, etc. and the Borrower/ Guarantor shall not raise any objections in respect of such disposal of the Securities by the Bank and/or the adequacy of consideration realized therefrom. The Borrower/ Guarantor acknowledges and confirms that any such notice issued by the Bank shall be a notice for invocation of the pledge over such Securities for all intents and purposes including, without limitation, for the purposes of Section 176 of the Indian Contract Act, 1872. In the event that the sums realized upon such sale of the Securities are not sufficient to make good the payment due to the Bank in terms of this clause, the Borrower/ Guarantor shall be obliged to forthwith pay to the Bank the sum required to make good such shortfall.

The term "Relevant Notice Period" for the purposes of this Agreement shall:

a) In the event that the Bank determines that there is a volatility in the stock market resulting in the margin requirement not being maintained at the time of sending any notice in terms of clause 15 (ii), 15 (iii) above, mean a period of 1 (One) calendar day;

b) In any other case, mean a period of 7 (Seven) calendar days.

The Borrower/ Guarantor agree, acknowledge and confirm that the Relevant Notice Period represents a reasonable period of time and any notice which is provided by the Bank in terms of sub-clause 15 (ii), 15 (iii) above (which provides the Borrower/ Guarantor the Relevant Notice Period) would constitute a reasonable notice of sale for all intents and purposes including, without limitation, for the purposes of Section 176 of the Indian Contract Act, 1872

(iv) Any accretion to the Securities by way of dividend, interest, bonus shares, right shares and other benefits from time to time accruing in respect of the Securities or any part thereof shall also be deemed to be pledged with the Bank without any further act or deed of the Parties in this respect.

(v) In case of any corporate action being taken by the company or other entity issuing the Securities, including but not limited to an arrangement, reconstruction, merger, demerger, splitting of the Securities or change in corporate name, any securities issued in place and stead of the Securities shall be deemed to be pledged with the Bank and form a part of the Securities without any further act or deed of the Parties in this respect, provided however that the Borrower/Guarantor shall execute such documents if so required by the Bank in order to perfect the rights of the Bank over the pledged Securities including any securities issued in place and stead of the pledged Securities.

vi) In the event that the company or other entity which has issued the Securities requires the Borrower or

the Guarantor, as the case may be, to do any act in relation to the Securities or makes any offer to the Borrower/Guarantor by reason of the Borrower/Guarantor being the holder of the Securities and if the Borrower/Guarantor does not do such act or accept such offer, the Bank shall be entitled but not obliged to, for the purpose of protecting the value of the Securities or its rights under this Agreement, perform such act or accept such offer at the cost and expense of the Borrower.

- (vii) During the continuance of the pledge of Securities, all voting rights in respect of the Securities shall be exercisable solely and exclusively by the Bank or as per the instruction of the Bank subject only to the directions of the Reserve Bank of India.
  - (viii) The Securities to be pledged by the Borrower in respect of the grant of any advance under the overdraft facility would be a continuing security to the Bank for all monies which are due from the Borrower and the Securities which will be pledged in favour of the Bank will be free from any charge and the Borrower/Guarantor shall keep them as such during the time the Securities are pledged with the Bank
  - (ix) The Borrower and the Guarantor shall not seek duplicates of the Securities to be pledged to the Bank from the respective companies or stop the transfer thereof to the name of the Bank or its nominees.
  - (x) The Borrower and/or the Guarantor shall execute in favour of the Bank or any nominee of the Bank transfer deeds/documents etc. at the request of the Bank and ensure the validity of the transfer deeds/documents. The Bank shall be entitled to transfer the Securities in its own name, at any time and any costs/ expenses incurred in connection which such transfer shall be borne by the Borrower and the Borrower gives authority to the Bank to debit his account for such costs/ expenses.
  - (xi) The Borrower as well as the Guarantor shall give irrevocable Power(s) of Attorney in favour of the Bank to authorise the Bank to sell or transfer the Securities to be pledged in the form and manner specified by the Bank.
  - (xii) In event that the company/ies which have issued the Securities issue further shares or securities by way of a rights issue or otherwise howsoever and if the Securities have been transferred in the name of the Bank, the Bank shall give a notice in writing to the Borrower/Guarantor about the same and if the Borrower/Guarantor does not remit the requisite funds to the Bank for applying for the right shares or securities within 7 (Seven) days of the receipt of notice thereof, the Bank shall be entitled but not obliged to apply for and be allotted such further shares or securities at the cost and expense of the Borrower/Guarantor.
  - (xiii) The Borrower and the Guarantor shall not write any letters to the companies which have issued the Securities in respect of which the Power(s) of Attorney in favour of the Bank has been executed in pursuance of clause (xi) above, for cancelling the same.
  - (xiv) The Borrower and the Guarantor shall pay the call monies on the Securities within the time stipulated by the companies (which have issued the Securities) and agrees that the Bank shall not be liable to pay the call monies.
- 16) The provisions of this Agreement, in particular provisions of clauses 15 shall, to the extent applicable, apply to the Borrower and/or the Guarantor, as the case maybe.
- 17) a) The Guarantor, hereby unconditionally and irrevocably guarantees the due payment and discharge by the Borrower of his liability to the Bank in respect of the overdraft facility, including all interest, charges, expenses etc.
- b) The Guarantor hereby agrees that the guarantee herein is a continuing guarantee till the entire liability of the Borrower is fully met.
- c) The liability of the Guarantor, is joint and several along with the liability of the Borrower and co-extensive with that of the Borrower. As between the Bank and the Guarantor, the Guarantor will be considered as the principal debtor to the Bank for all dues of the Borrower.
- d) The Guarantor shall not be exonerated:
- i) by any variance made without its/his/her consent in the terms of this Agreement or any transaction between the Bank and the Borrower; or
  - ii) by any contract made between the Bank and the Borrower by which the Borrower is released; or
  - iii) by any act or omission of the Bank the legal consequence of which may be the discharge of the Guarantor; or
  - iv) the overdraft facility being renewed from time to time at the discretion of the Bank; or
  - v) by the Bank making composition with or promising to give time to or agreeing not to sue the Borrower, and the Guarantor hereby waives all suretyship rights that may otherwise be available to him under law or otherwise.
- e) The Guarantors obligation to pay hereunder shall arise on written notice being given by the Bank irrespective of whether the Borrower has been called upon to pay or has been proceeded against.
- f) The Guarantor agrees that as a pre-condition of the said Overdraft Facility given to the Borrower by the Bank, in case the Borrower commits default in repayment of the said Overdraft Facility or in the repayment of the interest thereon or any installments thereof on the due dates or in case of default by the Guarantor in the performance of the obligations hereunder, the Bank and/or Reserve Bank of India will have an unqualified right to disclose or publish the name of the Borrower and/or Guarantor and its/their Directors / Partners / Proprietor as willful defaulters in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit
- 18) In case the Borrower avails the overdraft facility against the pledge of an Insurance Policy issued by the Life Insurance Corporation of India or any other Insurance Company
- i) The Borrower will be responsible for the payment of the premium within the due dates and ensure that the insurance policy is in force at all times
  - ii) In the event, the policy which has been assigned in favour of the Bank, lapses for any reason including for non payment of premium, the Borrower will be solely responsible for the payment of all outstanding premium and other dues payable thereon and for complying with the other formalities and requirements, necessary to enable the policy to be revived. The Bank reserves the right to surrender a lapsed policy to

the insurance company, without giving any notice to the Borrower.

- iii) If any survival benefit is due on the policy or if the policy matures, the Borrower hereby authorizes the Bank to submit the original policy to the Insurance Company, and collect the survival benefit amount or the maturity amount and credit the proceeds to the overdraft account after deducting the expenses incurred by the Bank in collecting the proceeds. The Bank is not liable to give any notice to the Borrower before submitting the Original policy to the Insurance Company for collecting the survival benefit amount or maturity amount. The Bank shall not be responsible for any delay and/or failure in collecting the survival benefit amount or the maturity amount from the Insurance Company.

- 19) In case the Borrower avails the overdraft facility against the pledge of any Debt Instruments (other than life insurance policies) the following conditions will apply:

(a) If any Debt Instrument, against the security of which the overdraft facility has been granted is due for maturity, the Borrower hereby authorizes the Bank to submit the original Debt Instrument which is transferred in the name of the Bank, to the Institution by which the Debt Instrument is issued and collect the maturity amount and credit the proceeds to the overdraft account after deducting the expenses incurred by the Bank in collecting the proceeds. The Bank is not liable to give any notice to the Borrower before so submitting the Debt Instrument for collecting the maturity amount nor shall the Bank be responsible for any delay and /or failure in collecting the maturity amount.

(b) In the case of any Debt Instruments which are non cumulative the half yearly interest will be credited to the overdraft account of the Borrower. The Bank shall not be responsible for any delay and /or failure in collecting the interest warrants from the issuing banks /institutions

- 20) Bank shall credit all survival benefits, maturity amounts, half-yearly interest and any other amount collected/ received by it in respect of all Securities that may be pledged with the Bank into the overdraft account and the Borrower/Guarantor hereby indemnify and agrees to hold the Bank fully free and harmless in respect of all claims, proceedings, demands in respect of the aforesaid survival benefits, maturity amounts, half-yearly interest and other amounts. The Bank shall not be responsible for any delay and/or failure in collecting such amounts from the issuing banks / institutions.

- 21) The Bank shall be entitled to sell, assign, transfer or securitize the Bank's rights, benefits and obligations under this Agreement to any person(s) of the Bank's choice in whole or in part and in such manner and on such terms as the Bank may decide. Any such sale, assignment or transfer shall conclusively bind the Borrower and the Guarantor. The Borrower and/or the Guarantor shall not be entitled to directly or indirectly assign the benefit or obligation of this agreement.

- 22) The Borrower(s) agree to allow the officers, or auditors (including Borrower's auditors), technical experts or management consultants appointed by the Bank to inspect the Borrower's books of accounts and certify including but not limited to end use of funds, from time to time as required by the Bank and agree to forthwith, upon demand by the Bank, to extend full co-operation and pay for the costs and expenses incurred by the Bank in relation to said inspection

- 23) The Borrower (if a Company) agrees and undertakes not to induct a person, into the Board of Directors, who is a promoter or director on the Board of a company which has been identified as a willful defaulter or a person who has been declared as a willful defaulter by any Bank/Financial Institution. In case such a person is already a member of the Board of Directors, the Borrower would take expeditious and effective steps for the removal of that person from the Board of Directors

- 24) The Borrower / Guarantor hereby consents and specifically confirms that the instructions given by the Borrower / Guarantor to the Bank by way of facsimile or via email (irrespective of whether such instructions so given are electronically signed or not, or are only scanned instructions emailed to the Bank by the Borrower / Guarantor or authorized signatory(ies) of the Borrower / Guarantor) ("Virtual Instructions") to perform certain acts which may be permitted by the Bank from time to time, shall be valid, effective and legally enforceable against the Borrower / Guarantor. For the purpose hereof an email shall be deemed to be "Electronically Signed" if the same has been encrypted / authenticated by using an electronic method or procedure in accordance with the provisions of the Information Technology Act, 2000 or in any other manner / method / procedure / technique as is recognized / envisaged as a valid method of encryption / authentication under the provisions of the Information Technology Act, 2000.

The Borrower / Guarantor shall ensure that the Virtual Instructions shall be sent to such facsimile number/ email address as may be communicated by the Bank to the Borrower / Guarantor from time to time. The Borrower/ Guarantor shall upon giving such Virtual Instructions, deliver to the Bank without any delay within 3 (three) business days, the original hard copy of the Virtual Instructions ("Hardcopy") signed by the Borrower / Guarantor. Each Hardcopy shall be accompanied by a note or a cover slip which shall state that "This is a Hardcopy of the fax/email instructions to you from M/s / Mr./Mrs. \_\_\_\_\_ (Name of Borrower/Guarantor) sent / transmitted on \_\_\_ day of \_\_\_ at approximately \_\_\_ a.m. / p.m.". In case of non-receipt of such Hardcopy, within the stipulated period, Bank may withdraw such facility without any further intimation. The Bank shall be entitled to rely upon the Virtual Instructions so received and to act upon the same without being required or expected to carry out an independent verification as to the authenticity or validity of the Virtual Instructions. PROVIDED however, that the Bank may, but shall not be obliged to, await receipt of the Hardcopy prior to taking any action in connection with the Virtual Instructions. The Borrower/Guarantor agrees that notwithstanding anything contrary contained herein, the Bank shall not be obliged to act on the Virtual Instructions so received, if the Bank, in good faith, believe / suspect that such Virtual Instructions (i) are not genuine (ii) have not been sent by Borrower/ Guarantor (iii) there is an error in transmission or receipt of such instructions or instructions are incomplete / incorrect (iv) there is any ambiguity, lack of clarity or incompleteness in the instructions. The Borrower/Guarantor further agrees that the Bank shall not be liable or responsible for not acting on the basis of any Virtual Instructions in the circumstances mentioned above or any consequences of whatsoever nature including, without limitation, any losses, damages and/or expenses incurred by Borrower / Guarantor arising as a result of or pursuant to the Bank not acting on the basis of any Virtual Instructions as aforesaid. The Borrower / Guarantor acknowledges and is aware that the Virtual Instructions are not a secure or error free mode of communication and is aware of

the possible risks involved therein . The Borrower / Guarantor is aware that they have the option of not availing such facility, however, the Borrower / Guarantor acknowledges and confirms that the Borrower / Guarantor has, for its/his/her/their convenience and after being fully aware of, and having duly considered the risks involved (which risks shall be borne fully by the Borrower/Guarantor), opted for such facility of their own free choice and have requested the Bank to rely upon and act on the Virtual Instructions . The Borrower / Guarantor is willing and agreeable to bear all associated risks, responsibility and liability of any misuse or unauthorised use of the facility, and in this regard hereby indemnify and keep indemnified the Bank at all times against any and all claims, demands, actions, suits/proceedings filed against the Bank including consequential losses, damages, costs, liabilities and expenses incurred/suffered or paid or required to be paid by the Bank in connection with Virtual Instructions provided by the Borrower/Guarantor or claimed to have been sent by Borrower/Guarantor or Authorised Signatories of Borrower/Guarantor and received by the Bank.

It is clarified that Virtual Instructions to perform certain acts, viz. (i) creation of pledge of shares /securities (ii) removal of pledge of shares/securities and (iii) sale of shares/securities, shall be sent through facsimile only.

Notwithstanding anything contained hereinabove, the Bank may at any time without assigning any reason withdraw/terminate the facility given to the Borrower/Guarantor . However, any such termination shall not affect anything done or any rights or liabilities accrued or incurred prior to the termination and the indemnity given to the Bank hereinabove shall survive any such termination.

- 25) Words denoting the masculine gender will include the feminine and neuter gender and vice versa. Word denoting the singular will include the plural and vice versa.
- 26) The Bank shall be entitled to disclose or publish without notice to the Borrower/ Guarantor any information regarding the Borrower's/Guarantor's relationship with the Bank and any information and documents that they might possess from time to time: To any branches of the Bank or other banks, financial institutions, to the Reserve Bank of India and/or any other statutory authority or official of the Government of India or any state, Credit information/reference agencies/ bureaus or other individuals/entities either in response to their credit enquiries directed to the Bank or in the event of the Borrower/Guarantor not complying with any of the terms and conditions herein or otherwise. Such agencies/ Institution bureaus/Banks may use/process the information and data disclosed by the Bank in the manner as deemed fit by them and may furnish for consideration the processed information and data or products thereof prepared by them, to Banks/Financial Institution and other credit guarantors or registered users, as may be specified by the Reserve Bank of India in this behalf.
- 27) All disputes, differences and/or claim arising out of or touching upon this Agreement whether during its subsistence or thereafter shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and shall be referred to the sole Arbitrator nominated by the Bank. The venue for such Arbitration shall be at Mumbai. The costs of such arbitration shall be borne by the losing party or otherwise as determined in the arbitration award. If a party is required to enforce an arbitral award by legal action of any kind, the party against whom such legal action is taken shall pay all reasonable costs and expenses and attorneys fees, including any cost of additional litigation or arbitration taken by the party seeking to enforce the award. The award given by such an Arbitrator shall be final and binding on all the parties to this agreement. The provision of arbitration clause contained herein shall continue in force in respect of any question, dispute or claim as mentioned in clause above notwithstanding the repayment of loans.
- 28) Accordingly, the Borrower hereby agrees and consents to the disclosure by the Bank without notice to the Borrower/ Guarantor, of all or any such;
- (a) Information and data relating to the Borrower;
  - (b) The information or data relating to any credit facility availed of / to be availed of by the Borrower and
  - (c) Default, if any, committed by the Borrower, in discharge of his/her/its obligations, as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Limited and any other agency authorised in this behalf by RBI.
- 29) Borrower undertakes that
- (a) The Credit Information Bureau (India) Limited and any other agency so authorised may use and process the said information and data disclosed by the Bank in the manner deemed fit by them; and
  - (b) The Credit Information Bureau (India) Limited and any other agency so authorised may furnish for consideration, the processed information and data or products prepared by them, to banks / financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this behalf.
- 30) In the event there is no Guarantor under this Agreement, the provisions of this Agreement would be deemed to have been modified to delete the reference to the Guarantor and other mutatis mutandis changes would be deemed to have been made.
- 31) In the event that the Borrower includes more than one person i.e. more than one person jointly avail of the overdraft facility; the obligations and liability under this Agreement or otherwise of all such persons who constitute the Borrower shall be joint and several.
- 32) In the event that the Guarantor includes more than one person i.e. more than one person jointly guarantee the overdraft facility; the obligations or liability under this Agreement and otherwise of all such persons who constitute the Guarantor shall be joint and several.



<b>Schedule 1 - Schedule of Charges cum Key Fact Statement</b>	
Date of Agreement	Place of Agreement
Sanctioned Credit Limit as on date of this Agreement	Rs. _____ (_____ only)
<b>Type of Charges</b>	<b>Details</b>
Custodial and Processing Fee/Charges	Rs. _____ OR _____ % per annum
ROC Filing Charges	Rs. _____
Rate of Interest	_____ % per annum ( Reference Rate (MCLR)+.....%)
Annual Maintenance Charge (AMC)	_____ (Upto 0.50% of the sanctioned credit limit , minimum Rs.1000 and maximum Rs.10000)
Details of security / Collateral obtained	
End Use / Purpose of Loan	
Repayment Through	<input type="checkbox"/> Cash Flows <input type="checkbox"/> Sale of Assets <input type="checkbox"/> Other Investments Maturing
Loan Term	12 Months
Interest Type	Floating, Linked to Reference Rate of the Bank
Date of reset of interest	Effective date of change of Reference Rate / Spread of the Bank
Mode of communication of changes in interest rates	Either by way of SMS/ Email/ Letter/ Fax/ Telegram/ Bank's Website/ Notice at the Branches/Annexure to the statement of accounts or any other mode of communication
Fee refundable if loan not sanctioned / disbursed	None
EMI Payable	Not Applicable
Penalty for delayed payments	Upto 1.50 % per month(refer clause 10 of Loan-Agreement-Cum-Guarantee)
Date on which annual outstanding balance statement will be issued	By 15th April of the next Financial Year.
Stamp duty & other statutory charges	As per the rates applicable at the place of execution of Loan Agreement
Dormant Account Penalty/Charges in case limit drops to Zero	Upto Rs.1000 per month where limits are nil in the month
Pre-payment charges	Upto Rs. 1000/- in case the facility is taken over by another bank during the tenor of the loan. Loans prepaid from own sources will not attract prepayment penalty
Cheque Book Charges	Upto 100 Cheque leaves issuance FREE per month.
TRF (Transaction Request Form) Processing Charges	Upto Rs.10/- Per TRF
Pledge creation fees	Upto Rs.5/- per NSC/KVP/Bond/Insurance Policy/MF Unit Certificate
De-pledge fees	Upto Rs.5/- per NSC/KVP/Bond/Insurance Policy/MF Unit Certificate on release of charge (de-pledge, lien removal etc).
Charges for realization of proceeds on maturity/redemption in respect of Fixed Maturity Plans (FMPs)	Upto Rs. 1000/- per instruction
Charges for realization of proceeds on maturity in respect of RBI Bonds	Upto Rs. 100/- Per Certificate subject to a minimum of Rs. 250/- per request

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Charges for collection of Maturity Payment/Surrender/Survival Benefit payments in respect of Life insurance policies	Upto Rs. 100/- per Policy. (only in cases where customers are unwilling to collect the proceeds on their own). For remote locations a fee Upto 1% on the maturity amount / Amount collected, subject to a minimum of Rs.10000 and maximum of Rs. 25000(only in cases where customers are unwilling to collect the proceeds on their own)
NSC / KVP Maturity collection charges	Upto Rs. 100/- per certificate. (only in cases where customers are unwilling to collect the proceeds on their own). In case the securities have to be encashed due to default, charges will be Upto Rs. 25/- per certificate. For remote locations a fee Upto 1% on the maturity amount, subject to a minimum of Rs.10000 and maximum of Rs. 25000 (only in cases where customers are unwilling to collect the proceeds on their own)
Sale of security in the event of default	All brokerages, transaction charges and other levies as per actuals

CIBIL Charges	Upto Rs 50 per instance	Solvency Certificate	Not Applicable
Charges for changing from fixed to floating rate of interest	Not Applicable	Charges for changing from floating to fixed rate of interest	Not Applicable
No Due Certificate / No Objection Certificate (NOC)	Nil	Duplicate No Due certificate / NOC	Nil
Legal & incidental charges	As per actuals.	Demat Charges	As applicable to the Demat account from time to time.

Service tax and other government levies would be charged additionally as applicable. The above fees/charges are standard rates applicable to the specified Loan Against Securities Products. Above fees/charges are subject to change from time to time as per Bank's policy and are non refundable.

The Borrower/Guarantor hereby expressly acknowledge and confirm that the Borrower/Guarantor have read, verified, understood, irrevocably agreed to and accepted all the terms and conditions contained in Page no 11 to Page no 18 and hereby record and agree to abide by the same by affixing signature below.

The parties hereto have signed this agreement in acceptance of all terms and conditions stated above at \_\_\_\_\_ on \_\_\_\_\_

**Party of the first Part-Borrower.**

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

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

Email : \_\_\_\_\_

Tel # \_\_\_\_\_ Mobile# \_\_\_\_\_ Fax# \_\_\_\_\_

Common Seal **B**
- Name : \_\_\_\_\_

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

Email : \_\_\_\_\_

Tel # \_\_\_\_\_ Mobile# \_\_\_\_\_ Fax# \_\_\_\_\_

Common Seal **B**
- Name : \_\_\_\_\_

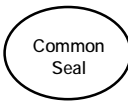

Mailing Address : \_\_\_\_\_

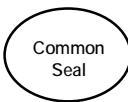

Email : \_\_\_\_\_

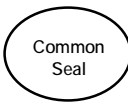

Tel # \_\_\_\_\_ Mobile# \_\_\_\_\_ Fax# \_\_\_\_\_

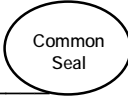

Common Seal **B**

**Party of the Second Part-Guarantor.**

1. Name : \_\_\_\_\_  
Mailing Address : \_\_\_\_\_  
\_\_\_\_\_    
Email : \_\_\_\_\_  
Tel # \_\_\_\_\_ Mobile# \_\_\_\_\_ Fax# \_\_\_\_\_

2. Name : \_\_\_\_\_  
Mailing Address : \_\_\_\_\_  
\_\_\_\_\_    
Email : \_\_\_\_\_  
Tel # \_\_\_\_\_ Mobile# \_\_\_\_\_ Fax# \_\_\_\_\_

3. Name : \_\_\_\_\_  
Mailing Address : \_\_\_\_\_  
\_\_\_\_\_    
Email : \_\_\_\_\_  
Tel # \_\_\_\_\_ Mobile# \_\_\_\_\_ Fax# \_\_\_\_\_

4. Name : \_\_\_\_\_  
Mailing Address : \_\_\_\_\_  
\_\_\_\_\_    
Email : \_\_\_\_\_  
Tel # \_\_\_\_\_ Mobile# \_\_\_\_\_ Fax# \_\_\_\_\_

(if Borrower/Guarantor is a company, the person(s) authorised under Board Resolution to sign on behalf of the company must sign the Agreement under the Common Seal of the Company which must be used/affixed as per the Articles of Association.)

**Party of the Third Part**

**HDFC Bank Ltd.**  
**Address :** HDFC Bank House, Senapati Bapat Marg,  
Lower Parel (West), Mumbai -400013.

**WITNESS DECLARATION (APPLICABLE ONLY IF BORROWER/GUARANTOR SIGNS IN A VERNACULAR LANGUAGE)**

The contents of this Overdraft Request Letter, the Loan Agreement cum Guarantee (including the Schedule of Charges cum Key Fact Statement ), the Irrevocable Power of Attorney, and all other documents as incorporated or referred to in the aforesaid documents have been explained by me to \_\_\_\_\_ (Name of the applicant) in \_\_\_\_\_ (Name of the language in which Applicant has signed) and the same have been understood by him/her before executing /affixing their signature /thumb impressions on the above mentioned documents.

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

- This has to be Notarised from a Notary Public.
- To be Signed by all borrower(s) and co-borrower(s) only, at each block marked B .
- In case of Companies, Common Seal to be affixed in accordance with Articles of Association

### **IRREVOCABLE POWER OF ATTORNEY**

To all whom these presents shall come. I/We the undersigned ("Grantor/s" / ""Borrower/s") [my/our details are set out in Schedule hereunder written],

#### **SEND GREETINGS**

The expression 'Grantor/s' / 'Borrower/s', unless it be repugnant to the context or meaning thereof, shall mean and include: in the event that the Grantor/s / Borrower/s is a Company within the meaning of the Companies Act, 2013 or a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008, its successors; in the event that the Grantor/s / Borrower/s is a partnership firm for the purposes of the Indian Partnership Act, 1932, the partners for the time being and from time to time and their respective legal heirs, executors and administrators; in the event that the Grantor/s / Borrower/s is a sole proprietorship, the sole proprietor and his/ her legal heirs, administrators and executors; in the event that the Grantor/s / Borrower/s is 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, executors, administrators; in the event that the Grantor/s / Borrower/s is a Society, the members of the governing body of the Society and any new members elected, appointed or co-opted thereon; in the event that the Grantor/s / Borrower/s is a Trust, the Trustee or Trustees for the time being hereof and their respective heirs, executors, administrators and successors; in the event that the Borrower is an individual, his/her heirs, administrators and executors.

WHEREAS at my/our request HDFC Bank Ltd. having a branch at the place mentioned in Schedule hereunder written (the "Bank") has sanctioned to me/us (the "Borrower(s)") an overdraft facility in the amount and upon the terms more particularly set out in the Loan Agreement Cum Guarantee (hereinafter called the "Agreement") (hereinafter called "the said facility").

AND WHEREAS one of the conditions for sanction of the said facility and for securing the due repayment by the Borrower(s) of all outstanding in respect of the said facility together with all costs, charges and expenses in respect thereof, shall be secured, inter alia, by way of pledge of certain shares/securities held by me/us and accordingly, I/We have pledged the same in favour of the Bank, pursuant to the Agreement executed by me/us and which will include any further shares/securities subsequently pledged by me/us to the Bank (hereinafter called the said "Securities").

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

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

1. To transfer the said Securities or any of them to the name of the Bank or the name of its nominee(s) and / or to transfer, sell or dispose of or otherwise realise or encash the said Securities or any of them and for the purposes to endorse the same or to sign and execute all transfer forms, contract declarations and other instruments and writings as may be necessary or expedient for the purpose and give delivery thereof.
2. To appoint or engage any brokers for effecting any such transfer, disposition, realisation or encashment, as the case may be.
3. To give notices to the companies/organisations in which the said Securities are held.
4. To receive all consideration consequent to any sale, transfer, disposition, realisation, or encashment and to give proper receipts and valid and effectual discharges for the same.
5. To demand and receive all interests, dividends, and all accretions to the said Securities whether by way of bonus or rights or otherwise and to sign and execute proper receipts and give valid and effectual discharges for or in relation to the same.
6. To endorse or negotiate all interest/dividend warrants or other instruments from time to time received in respect of or otherwise relating to the said Securities.
7. To receive notices, attend and vote at all general meetings of any of the companies in which the said Securities

- are held and my/our presence at such meetings shall not supersede the right of the Attorney to vote thereat.
8. To appoint representative(s) to attend any meetings of the companies in which the said Securities are held and/or to appoint proxy or proxies for the purpose.
  9. To comply with the provisions of the Companies Act, 2013 or any statutory re-enactment or modifications thereof for the time being in force or any other statute, legislation or enactment or any rule or regulation and to sign such deeds, documents, forms, declarations or other papers that may be required.

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

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

IN WITNESS WHEREOF I/We have hereunto set and subscribe my/our respective hands at the Place and the date mentioned in the Schedule hereunder written.

**SCHEDULE**

Name/s and address of Grantor/s / Borrower/s	
Address of Branch	
Date and place of Execution	

**SIGNED AND DELIVERED BY THE GRANTOR/S / BORROWER/S**

In the Presence of



**B**

**(Grantor/s / Borrower/s)**

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

**WITNESS DECLARATION (APPLICABLE ONLY IF BORROWER/GUARANTOR SIGNS IN A VERNACULAR LANGUAGE)**

The contents of this Overdraft Request Letter, the Loan Agreement cum Guarantee (including the Schedule of Charges cum Key Fact Statement), the Irrevocable Power of Attorney, and all other documents as incorporated or referred to in the aforesaid documents have been explained by me to \_\_\_\_\_ (Name of the applicant) in \_\_\_\_\_ (Name of the language in which Applicant has signed) and the same have been understood by him/her before executing /affixing their signature /thumb impressions on the above mentioned documents.

Name of the Witness \_\_\_\_\_

Address of the Witness \_\_\_\_\_

Signature of Witness \_\_\_\_\_

- This has to be Notarised from a Notary Public.
- To be Signed by all Grantor(s) and Third Parties(s) if any, at each block marked G .
- In case of Companies, Common Seal to be affixed in accordance with Articles of Association

### **IRREVOCABLE POWER OF ATTORNEY**

To all whom these presents shall come. I/We the undersigned ("Grantor/s") [my/our details are set out in Schedule hereunder written]

#### **SEND GREETINGS**

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WHEREAS at my/our request HDFC Bank Ltd. having a branch at the place mentioned in Schedule hereunder written (the "Bank") has sanctioned to company/ person/s / entity/ firm (as the case may be) as set out in Schedule hereunder written (the "Borrower") an overdraft facility in the amount and upon the terms more particularly set out in the Loan Agreement Cum Guarantee (hereinafter called the "Agreement") (hereinafter called "the said facility").

AND WHEREAS one of the conditions for sanction of the said facility and for securing the due repayment by the Borrower(s) of all outstanding in respect of the said facility together with all costs, charges and expenses in respect thereof shall be secured, inter alia, by way of pledge of certain shares/securities held by me/us and accordingly, I/We have pledged the same in favour of the Bank, pursuant to the Agreement executed by me/us and which will include any further shares/securities subsequently pledged by me/us to the Bank (hereinafter called the said "Securities").

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

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

1. To transfer the said Securities or any of them to the name of the Bank or the name of its nominee(s) and / or to transfer, sell or dispose of or otherwise realise or encash the said Securities or any of them and for the purposes to endorse the same or to sign and execute all transfer forms, contract declarations and other instruments and writings as may be necessary or expedient for the purpose and give delivery thereof.
2. To appoint or engage any brokers for effecting any such transfer, disposition, realisation or encashment, as the case may be.
3. To give notices to the companies/organisations in which the said Securities are held.
4. To receive all consideration consequent to any sale, transfer, disposition, realisation, or encashment and to give proper receipts and valid and effectual discharges for the same.
5. To demand and receive all interests, dividends, and all accretions to the said Securities whether by way of bonus or rights or otherwise and to sign and execute proper receipts and give valid and effectual discharges for or in relation to the same.
6. To endorse or negotiate all interest/dividend warrants or other instruments from time to time received in respect of or otherwise relating to the said Securities.

7. To receive notices, attend and vote at all general meetings of any of the companies in which the said Securities are held and my/our presence at such meetings shall not supersede the right of the Attorney to vote thereat.
8. To appoint representative(s) to attend any meetings of the companies in which the said Securities are held and/or to appoint proxy or proxies for the purpose.
9. To comply with the provisions of the Companies Act, 2013 or any statutory re-enactment or modifications thereof for the time being in force or any other statute, legislation or enactment or any rule or regulation and to sign such deeds, documents, forms, declarations or other papers that may be required.

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

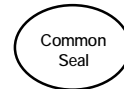
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IN WITNESS WHEREOF I/We have hereunto set and subscribe my/our respective hands at the Place and the Date mentioned in the Schedule hereunder written.

**SCHEDULE**

Name/s and address of Grantor/s	
Name/s and address of Borrower/s	
Address of Branch	
Date and place of Execution	

**SIGNED AND DELIVERED BY THE GRANTOR/S**  
In the Presence of



**(Grantor/s)**

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

**WITNESS DECLARATION (APPLICABLE ONLY IF BORROWER/GUARANTOR SIGNS IN A VERNACULAR LANGUAGE)**

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Name of the Witness \_\_\_\_\_

Address of the Witness \_\_\_\_\_

Signature of Witness \_\_\_\_\_