

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

FACILITY APPL. NO:

### CREDIT FACILITY APPLICATION FORM

#### I. INTRODUCTION

1. ICICI Bank Limited (“**ICICI Bank**”) Branch / Office address: \_\_\_\_\_
2. All applicants and co-applicants [“**the Applicant(s)**”, which expression shall, as the subject or context may admit or require, mean any or each of the Applicant/s]- whether individuals, proprietary concerns, partnerships, Hindu Joint Family, societies, trusts or private/public companies or any other bodies or associations (whether incorporated or not), who wish to either avail of financial assistance detailed below (the “**Facility**”) from ICICI Bank for the purposes of purchase of certain Product(s) as more specifically described below in this Application Form or for any other purpose specified below in this Application Form (the “**Purpose**”) are required to fully fill-in and submit this Application Form (and along with all other necessary details and documents) to ICICI Bank for applying for the same.
3. ICICI Bank shall be entitled at its sole and absolute discretion to reject/approve any Application Form submitted by the Applicant(s).
4. Upon consideration of the Application Form and all other additional documents necessary or required for consideration of the Application Form, submitted by the Applicant(s), and if the same is to the satisfaction of ICICI Bank, ICICI Bank shall disburse or permit drawals the requested Facility to the Applicant(s).
5. The Applicant(s)’s request for the Facility vide this Application Form, and the sanction of the same by ICICI Bank and/or disbursement of the Facility, shall be subject to and governed by “**ICICI Bank Limited’s (All-India) Standard Terms & Conditions for Facilities For Purchase Of/Against Products**” registered on June 14, 2005 with the Sub-Registrar of Assurances, Andheri-No.1, Mumbai as Document No. BDR - 1 / 06243 - 2005 in Book IV (hereinafter referred to as the “**Standard Terms**”), a copy of which is appended to this Application Form booklet, as well as the terms and conditions specified/referred to herein.
6. All capitalised terms used but not specifically defined in this Application Form shall have the respective meanings ascribed to them under the Standard Terms.

#### IIA Details of the Applicant(s) (for individuals/sole proprietary concerns)

1. Name of Applicant: \_\_\_\_\_
2. Residence Address: \_\_\_\_\_  
Pin : \_\_\_\_\_ Landmark: \_\_\_\_\_  
Tel: \_\_\_\_\_ STD code: \_\_\_\_\_
3. If self employed, Name of proprietary concern / firm: \_\_\_\_\_
4. Office Address: Same as stated in 2 above **OR** \_\_\_\_\_  
Pin : \_\_\_\_\_ Landmark: \_\_\_\_\_  
(please select)  
Tel: \_\_\_\_\_ Fax: \_\_\_\_\_  
STD code: \_\_\_\_\_ Mobile: \_\_\_\_\_
5. Address for communication: Residence / Office address as stated above (please select)
6. Name of Father : \_\_\_\_\_
7. Name of Spouse : \_\_\_\_\_

#### IIB Details of the Applicant(s) (non-individuals)

1. Name: \_\_\_\_\_
2. Nature: Partnership / HUF / Trust / Society / Private company / public company (please select)  
Others: \_\_\_\_\_ (please specify)
3. Principal Office/Regd. Office Address: \_\_\_\_\_  
Pin : \_\_\_\_\_ Landmark: \_\_\_\_\_  
Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

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4. Branch or Local Office Address: \_\_\_\_\_  
 Pin : \_\_\_\_\_ Landmark: \_\_\_\_\_  
 Tel: \_\_\_\_\_ Fax: \_\_\_\_\_
5. Address for communication: Address specified under 3 / 4 above (*please select*).  
 Contact person: Name \_\_\_\_\_  
 Designation \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

**IIC Details of the Co-Applicant(s)/Guarantor(s) (for individuals/sole proprietary concerns)**

1. Name of 1st Co-Applicant/third party Guarantor: \_\_\_\_\_
2. Residence Address: \_\_\_\_\_  
 Pin : \_\_\_\_\_ Landmark: \_\_\_\_\_  
 Tel: \_\_\_\_\_ STD code: \_\_\_\_\_
3. If self employed, Name of proprietary concern: \_\_\_\_\_
4. Office Address: Same as stated in 5 above **OR** \_\_\_\_\_  
 Pin : \_\_\_\_\_ Landmark: \_\_\_\_\_ (*please select*)  
 Tel: \_\_\_\_\_ Fax: \_\_\_\_\_  
 STD code: \_\_\_\_\_ Mobile: \_\_\_\_\_
5. Address for communication: Residence / Office address as stated above (*please select*)

**IID Details of the Co-Applicant(s)/Guarantor(s) (non-individuals)**

1. Name of 1st/2nd Co-Applicant/third party Guarantor: \_\_\_\_\_
2. Nature: Partnership / HUF / Trust / Society / Private company / public company (*please select*)  
 Others: \_\_\_\_\_ (*please specify*)
3. Principal Office/Regd. Office Address: \_\_\_\_\_  
 Pin : \_\_\_\_\_ Landmark: \_\_\_\_\_  
 Tel: \_\_\_\_\_ Fax: \_\_\_\_\_
4. Branch or Local Office Address: \_\_\_\_\_  
 Pin : \_\_\_\_\_ Landmark: \_\_\_\_\_  
 Tel: \_\_\_\_\_ Fax: \_\_\_\_\_
5. Address for communication: Address specified under 3 / 4 above (*please select*).  
 Contact person: Name \_\_\_\_\_  
 Designation \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

**Note: In case any one or more of the Applicant(s) / Guarantors / third party security providers is/are a Partnership firm / company / society / trust/ any association of persons (whether incorporated or not), then details as to the name, address, nationality and details of all the partners/directors / trustees / management is to be provided along with this Application Form by the Applicant(s) / Guarantors / third party security providers.**

**III DETAILS OF THE FACILITY AND OTHER CHARGES**

- 1 (a) Facility in the nature of : Rupee Loan
- 1 (b) Facility amount : Not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at any time.
2. Interest: In accordance with the terms specified in the Annexure(s).
3. Purpose of the Facility: In accordance with the terms specified in the Annexure(s).

**\*Note: If requirement is for sanction/approval of an overall limit with specific disbursements required from time to time for purchase of Product(s), then in such event, and notwithstanding sanction/approval by ICICI Bank of such overall limit as applied for, a specific written application would need to be made and submitted by the Applicant(s) to ICICI Bank for each required disbursement.**

4. Facility is to be disbursed to the persons mentioned in the Annexure(s)
5. If Facility applied for is to be disbursed in different stages, please specify the following:
  - (1) Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Name of payee: \_\_\_\_\_
  - (2) Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Name of payee: \_\_\_\_\_
  - (3) Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Name of payee: \_\_\_\_\_
6. (a) Processing fees/charges as specified in the Annexure(s).  
(b) Other charges: \_\_\_\_\_
7. Repayment: In accordance with the terms specified in the Annexure(s).
8. Advance Instalments: In accordance with the terms specified in the Annexure(s).
9. Mode of Payment/repayment of the Instalments - Please select any one of the options mentioned below:
  - (a) by post-dated cheques (“PDC method”)
  - (b) by the Electronic Clearing System (Debit Clearing), as notified by the RBI (“ECS method”)
  - (c) by direct debit from the applicant/s’ bank account with ICICI Bank (“Direct Debit method”)
  - (d) by deduction from the applicant/s’ salary (“Salary Debit method”)
  - (e) Direct payment by cash/cheque/draft in favour of ICICI Bank
  - (f) any other method \_\_\_\_\_ (please specify)

Note : In the event the Applicant/s wishes to procure the post dated cheques and/or security post dated cheques that remain unbanked at the end of the loan tenure / change of repayment mode or details of such unbanked post dated cheques and/or security post dated cheques, the Applicant/s must make a request for the same, within thirty days of closure of loan / change of repayment mode, failing which ICICI Bank shall have the discretion / responsibility to destroy the unbanked post dated cheques including security post dated cheques without any further notice and ICICI Bank shall not have the obligation to return the same to the Applicant/s. Please note that the processing of such requests would entail charges as may be decided by ICICI Bank from time to time.

10. Details of additional/security post-dated cheques submitted to ICICI Bank: As specified in the Annexure(s)
11. Prepayment charges: The lesser of the following two options plus applicable taxes:
  - a. **5%** of the then outstanding amount of the Facility, or any other rate as stipulated by ICICI Bank from time to time.  
OR
  - b. The total interest amount outstanding as on the date of Prepayment
12. Charges per Cheque Bounce: Rs. \_\_\_\_\_.
13. Cheque / repayment mode swap charges: Rs. \_\_\_\_\_.
14. Cheque re-presentation charges: Rs. \_\_\_\_\_.
15. Further interest (applicable on payment defaults): \_\_\_\_\_% p.a. plus applicable taxes or other statutory levies, if any
16. Charges for missed due date: \_\_\_\_\_

**Note:**

- (i) **The charges / interest rate(s) specified in this Application Form and / or the other Transaction Documents in relation to the Facility are non-refundable in nature and the rates are changeable, at the discretion of ICICI Bank, from time to time. ICICI Bank shall endeavour to give notice of such changes.**
- (ii) **The charges for missed due date shall be payable by the Applicant/s to ICICI Bank under the ECS method, Direct Debit method, the Salary Debit method and any other payment method selected by the Applicant/s (except the PDC method) for every instance that Instalment/s is/are not paid to/received by ICICI Bank in accordance with the repayment schedule specified above (irrespective of the reasons for such non-payment/non-receipt).**
- (iii) **The cheque re-presentation charges shall be payable in each instance that any post-dated cheque is dishonoured (under any of the payment modes) and consequently represented OR in each instance that a post-dated cheque is presented when any Instalment/s is/are not received by ICICI Bank by/upon issue of debit instructions under the ECS method or Direct Debit method or any other payment method (other than the PDC method) selected by the Applicant/s for any reasons whatsoever.**
- (iv) **Service tax and all other applicable taxes / statutory levies, if any, will be charged additionally.**

**IV DETAILS OF THE PRODUCTS**

As specified in the Annexure(s).

**Note: The above products are collectively referred to as “Product(s)”, which expression shall include the chassis and the body to be constructed/fitted on the chassis (where any of the Product(s) is/are motor vehicles) and all accretions, additions and accessories (including any additional body building/modifications works, additional components and engine/part upgrades, etc.) made/done to the Product(s).**

**V. DETAILS OF ASSET(S) OFFERED AS SECURITY**

As specified in the Annexure(s).

**VI. DECLARATIONS BY THE APPLICANT AND CO-APPLICANT**

1. I/We declare that all the particulars and information and details given/filled in this Application Form are true, correct, complete and up-to-date in all respects and that I/We have not withheld any information whatsoever. I / We agree and confirm that all annexures to this Application, whenever executed by me / us, are deemed to be an integral part of this Application Form.
2. In addition to the representations, declarations, warranties and confirmations given by me/us in this Application Form, I/We do hereby represent, warrant, make and confirm to ICICI Bank each of the representations, declarations, warranties and confirmations set out in the Standard Terms and do hereby further represent, warrant and confirm to ICICI Bank that each of such representations, declarations, warranties and confirmations are, true, correct, valid and subsisting in every respect as of the date of this Application Form, and all such representations, declarations, warranties and agreements shall survive the execution and delivery of this Application Form, the provision of the Facility pursuant to this Application Form and the repayment/payment in full of the Facility and all monies in respect thereof.
3. I/We confirm that no insolvency proceedings or suits for recovery of outstanding dues or monies whatsoever or for attachment of my/our Assets or properties and/or any criminal proceedings have been initiated and/or are impending against me/us and that I/we have never been adjudicated insolvent by any court or other authority. I/we have not taken any action and no other steps have been taken or legal proceedings started by or against me/us in any court of law / other authorities for winding up, dissolution, administration or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer or for my/our assets.
4. I/We confirm that I/we shall not use the Product(s) or the Facility (or any part thereof) for any improper or illegal or unlawful purposes/activities or adapt or alter the Product(s) for any improper or illegal or unlawful act.
5. To the extent that any details or documents of the Product(s) is/are not available with me/us at the time of submitting this Application Form, I/we undertake to furnish all such details or documents of the Product(s) to ICICI Bank (in such format as may be required by the Bank), within 3 days (or any other period as specified by ICICI Bank) of receipt of the Products / such details or documents in respect of the Products/ the Registration Number of the Products (where the Products is/are motor vehicles or other Products requiring registration under any applicable laws).
6. I/We undertake to inform ICICI Bank regarding any changes whatsoever in my/our addresses and/ or the address where the Product(s) is/are located/fixed/kept, as specified hereinabove or my employment/profession and to promptly provide such further information that ICICI Bank (or its designated group companies or agents or representatives) may require.
7. I/We authorize ICICI Bank and all its group companies and their agents to exchange, share or part with all the information relating to my/our loan details and repayment history to other ICICI Bank group companies, banks, financial institutions, credit bureaus, agencies, statutory bodies etc. as may be required or as they may deem fit and shall not hold ICICI Bank (or any of its group companies or its/their agents) liable for use/sharing of this information. I/We confirm that ICICI Bank is not bound to return any photographs, documents, writings submitted by me / us in connection with the Facility.
8. I/We have fully read and understood the Standard Terms, copy of which has been provided to me/us.
9. I/We acknowledge and agree that the grant of the Facility by ICICI Bank to me / us shall be subject to compliance by me / us of the Standard Terms and the terms and conditions set out under this Application Form (collectively, the "Loan Terms") as well as the other Transaction Documents; (ii) All the terms and conditions set out in the Loan Terms shall govern and apply to the Facility and all my/our obligations (as well as ICICI Bank's rights and remedies) in relation thereto, if the Facility applied for by me/us herein is sanctioned and granted by ICICI Bank based on my/our application. I/We have fully understood and acknowledge the consequences of an Event of Default, as well as ICICI Bank's rights and remedies thereupon, as set out under the Loan Terms.
10. I/We undertake and confirm that I/we shall ensure that the guarantor(s), if any, observe all the covenants, terms, conditions, restrictions and prohibitions of the guarantee/s and I/We agree that any violation of the same by the guarantor(s) shall constitute an event of default under the Facility and ICICI Bank shall be at liberty to recall the Facility and enforce the rights and remedies available to it..
11. I/We confirm that all details and terms (including the amount of the Facility, interest rate, bounce charges, cheque representation charges, further interest, prepayment charges, number and amount of each instalment, number and amount of the advance instalments, etc.) have been filled-in in this Application Form prior to submission of the same to ICICI Bank and that there are no blanks. I/we confirm that all charges with respect of cheque bouncing, cheque re-presentation, swap charges, etc. as mentioned hereinabove shall be borne by me/us without any demur or delay. I/We acknowledge and confirm that I/we have perused, understood and agreed to ICICI Bank's method of calculating the Instalments.
12. I/We understand and acknowledge that the Facility if provided by ICICI Bank, based on this Application Form submitted by me/us, is a commercial transaction and I/we waive any defence under usury or other laws relating to the charging of the interest.
13. I/We acknowledge and confirm that ICICI Bank makes and has made no representation or warranty as to the quality, condition, fitness and performance of the Product(s). I/We shall be solely and exclusively responsible for the quality, condition, fitness and performance of the Product(s) and for getting/ensuring delivery of the Product(s) from the manufacturer/dealer/seller, as the case may be, and ICICI Bank shall not be liable or responsible in any manner whatsoever for any delay in delivery (or non-delivery) of the Product(s) or any demurrage costs or for any defect or variation in the quality, condition or fitness or performance of the Product(s) or any guarantees or warranties given by the manufacturer/dealer/seller in respect thereof. ICICI Bank shall not be liable for any representations or warranties, whatsoever made by any manufacturer/dealer/seller or their agents with respect to the Product(s), in any manner.
14. I/We understand and acknowledge that ICICI Bank shall have the absolute discretion, without assigning any reasons (unless required by applicable law), to reject our application and not sanction/disburse the Facility and that ICICI Bank shall not be responsible/liable in any manner whatsoever to me/us for such rejection or any delay in notifying me/us of such rejection and any costs, losses, damages or expenses, or other consequences, caused by reason of such rejection/non-disbursement or any delay in notifying me/us of such rejection / non-disbursement.
15. I/We declare that : (i) I/we am/are competent and fully authorised to issue such declarations, confirmations, agreements and undertakings

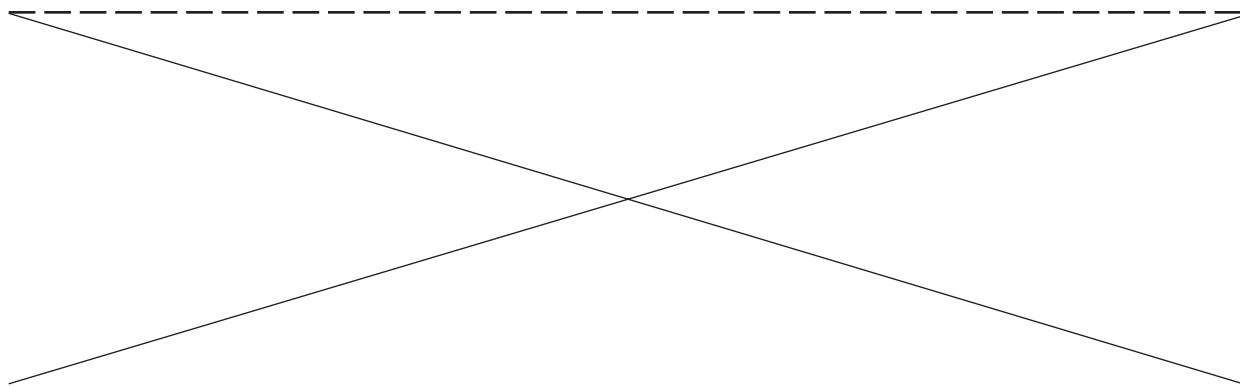
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- and submit this Application Form for the purposes of borrowing/availing of the requested Facility, and to execute all other documents required by ICICI Bank for such purpose; (ii) all such letter(s) of authorities / power(s) of attorney, if any, executed by me/us in favour of any person/s and which is/are submitted to the Bank, is/are valid, subsisting and has/have not been revoked by me/us.
16. I/We acknowledge and confirm that all the Loan Terms shall be fully and completely binding on (and strictly complied with by) me/us in the event of this Application Form being accepted by ICICI Bank and/or the Facility (or any part thereof) applied for by me/us being sanctioned/granted/disbursed by ICICI Bank and/or the Product(s) being delivered to me/us pursuant to instructions/confirmation given by ICICI Bank to the manufacturer/dealer/seller specified hereinabove, without any requirement of any further/specific confirmation from ICICI Bank to me/us of such sanction/disbursement and that, in such event, the Loan Terms shall take effect and be binding with effect from the date of this Application Form. I/We further acknowledge and confirm that any delivery order or instructions or confirmation given by ICICI Bank to the manufacturer/dealer/seller of the Product(s) of having approved the Facility and to deliver the Product(s) to me/us shall, where ICICI Bank has provided credit or has some other financial arrangement to/with such manufacturer/dealer/seller and notwithstanding that no monies have actually been paid to such manufacturer/dealer/seller, also constitute and be deemed as a disbursement of the Facility pursuant to this application submitted by me/us and that the Loan Terms shall be fully and completely binding on (and strictly complied with by) me/us upon such event also. Disbursement(s) made, at my/our request/instructions and behalf, to any person(s) shall be binding on me/us.
  17. I/We shall bear all interest tax as may be levied from time to time under the Interest Tax Act, 1974 and all other imposts, duties and taxes of any description/nature whatsoever as may be levied from time to time by the Government or any other authority pertaining to, or in connection with, the Facility, interest and any other monies in connection with the Application Form and the Facility and also deliver to ICICI Bank evidence satisfactory to ICICI Bank (including all relevant tax receipts in originals) that the payment of such dues have been duly paid to the appropriate authority within 20 days of the payment being made.
  18. I/We shall also bear all the taxes or duties as applicable from time to time, by whatever named called, in connection with the Product(s).
  19. This Application Form has been duly and validly executed by me/us or on my/our behalf and when accepted/acted upon by ICICI Bank would constitute legal and valid obligations that are binding on and enforceable against me/us in accordance with the Loan Terms hereof. I/We confirm that the initials on this Application Form are made by me/us and the validity of such initials shall not be disputed by me/us.
  20. Except to the extent disclosed to ICICI Bank, no director or a relative/near relation (as specified by RBI) of a director of a banking company (including ICICI Bank) or a relative/near relation (as specified by RBI) of a senior officer of ICICI Bank (as specified by RBI) is: a partner of our concern, or a trustee, member, director, manager, employee of our concern, or of our subsidiary, or our holding company, or a guarantor on my/our behalf, or holds substantial interest in our concern or my/our subsidiary or holding company.
  21. **I/we have no objection to ICICI Bank Limited, its group companies, agents / representatives to provide me/us information on various products, offers and services provided by ICICI Bank Limited / its group companies through any mode (including without limitation through telephone calls / SMSs / emails) and authorise ICICI Bank Limited, its group companies, agents / representatives for the above purpose.**  
**Please tick Yes or No, as acceptable - Yes  No**
  22. I /We agree that ICICI Bank reserves the right to : (i) offer me/us, in the event my/our accounts have been maintained in good standing as per the credit norms of ICICI Bank, certain facilities, memberships and services at such fees and on such terms and conditions as it may deem fit; (ii) waive or reduce the fees and to withdraw such benefit at any time without prior notice to me/us and without any liability to ICICI Bank. Any termination of the Facility because of a violation of the Loan Terms, shall result automatically in the termination of such facilities and services. ICICI Bank shall not be liable, in any way, to me/us, in case of defect or breach in the performance of carrying out any facilities, memberships or services or the non-performance thereof, whether by ICICI Bank or any other third party. ICICI Bank reserves the right to use the information provided by me/us on my/our application and during surveys, information from external sources, including consumer reports, for marketing activities carried out by ICICI Bank / its affiliates. ICICI Bank may use this information to develop mailing lists that may be used by companies with whom ICICI Bank shall work to develop marketing offers for me/us. ICICI Bank reserves the right to revise the policies, features and benefits offered on the Facility from time to time and may notify me/us of any such revisions/changes in any manner as deemed appropriate. I/We agree to be bound by such revisions/changes unless the Facility is repaid / cancelled before the date on which the revisions/changes are made. The details of all transactions recorded in the borrowing /loan account of mine/us may be shared with credit reference agencies, lenders and/or other agencies for the purposes of assessing further applications for credit by the Borrower and/or his / her family members, and for fraud prevention.
  23. The Applicant(s)/Guarantor has/have exercised due care and caution and have made well informed independent decision (including if necessary, obtaining of advise of tax/legal/accounting/financial/other professionals) prior to applying for/guaranteeing the Facility and signing of all relevant Transaction Documents pertaining to the Facility.

Signature of the Applicant \_\_\_\_\_ Signature of the Co-applicant \_\_\_\_\_  
 Name : \_\_\_\_\_ Name : \_\_\_\_\_  
 Signature of the Guarantor : \_\_\_\_\_  
 Name : \_\_\_\_\_



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Signature of the Applicant: \_\_\_\_\_ (SA1)

Signature of the Co-applicant: \_\_\_\_\_ (SC1)

Name \_\_\_\_\_

Name \_\_\_\_\_

**In case of partnership/ HUF/ association of persons:** For and on behalf of [ \_\_\_\_\_ ]

and each of the following partners/members of the firm/HUF/association: \* \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_ (SA1)/(SC1)

\*\*Name \_\_\_\_\_

Signature \_\_\_\_\_

\*Names of all partners/members to be specified.

\*\*Signature by all the Partners/members is required unless a letter of authority is executed by all partners/members in favour of the signatories]

**In case of company/society/ trust:** For and on behalf of [ \_\_\_\_\_ ]

\_\_\_\_\_ (SA1)/(SC1)

\_\_\_\_\_ (SA1)/(SC1)

Name of the Authorised Signatory:

Name of the Authorised Signatory:

Designation:

Designation:

Date:

Place:

**Date and details of the authority letters or resolutions, if any, authorising the borrowing and/or execution of this Application Form:**

1. Date: \_\_\_\_\_ passed/issued by: \_\_\_\_\_

2. Date: \_\_\_\_\_ passed/issued by: \_\_\_\_\_

**ACKNOWLEDGEMENT**

(to be given to/retained by the Applicant)

Dear Sir/Madam,

This is to acknowledge receipt of your Credit Facility Application (No. \_\_\_\_\_ dated \_\_\_\_\_), \_\_\_\_\_ no of PDCs, \_\_\_\_\_ no. of SPDCs and thank you for the same. Our representatives shall be in touch with you in connection with the same.

DSE Signature \_\_\_\_\_ DSE Name: \_\_\_\_\_

DSA Name: \_\_\_\_\_ SE Phone No: \_\_\_\_\_ Location: \_\_\_\_\_

DSA Stamp: \_\_\_\_\_

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

**ANNEXURE TO CREDIT FACILITY APPLICATION FORM NO. \_\_\_\_\_ DATED \_\_\_\_\_**

**1. Purpose of the Facility :**

- (a) For the purpose of purchase of the Product(s) described under Section 8 below to be used for \_\_\_\_\_
- (b) For repayment of the existing loans / facilities of \_\_\_\_\_
- (c) Any other: \_\_\_\_\_ (please fill in)

**2. Facility is to be disbursed to the persons mentioned below :**

Dealer  Manufacturer  Seller  Existing financier  Applicant  Co-applicant  DMA  DSA

Other person  (Tick whichever is applicable) :

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

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

Amount : \_\_\_\_\_

I/We have authorised the DMA/DSA to forward the amounts disbursed them directly to the seller and ICICI Bank shall not be liable once such disbursement/s has been made to the DMA/DSA.

**3. Interest :**

**A. \*\*Please tick any one of the following options:**

- (a) Fixed Rate of interest
- (b) Floating Rate of interest

Signature of the Applicant: \_\_\_\_\_

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**B. Fixed rate of interest :**

I / We shall pay interest on the principal amount of the Facility outstanding from time to time at \_\_\_\_\_% per annum (plus applicable interest tax or other statutory levies) prevailing on the date(s) of disbursement(s) under the Facility. Such interest shall be paid by me / us on the date(s) specified in the Section below in relation to repayment of the Facility OR on the \_\_\_ day of each month.

**OR**

**Floating rate of interest :**

- (i) I / We shall pay interest on the principal amount of the Facility outstanding from time to time at \_\_\_\_\_% per annum over/below the FRR (plus applicable interest tax or other statutory levies) (the "Applicable Rate") prevailing on the date(s) of disbursement(s) under the Facility. Such interest shall be paid by me /us on the date(s) specified in the Section below in relation to repayment of the Facility OR on the \_\_\_ day of each month.

The FRR is \_\_\_\_\_% p.a. and the Applicable Rate is \_\_\_\_\_% p.a., as of this date.

Floating Reference Rate (FRR)	
Margin % (+/-) _____	
Applicable Rate% [FRR (+/-) Margin] _____	

Provided that the aforesaid interest rate shall be reset at the end of every Month/Quarter, at the sole discretion of ICICI Bank as may be communicated, from the date of disbursement of the last tranche of the Facility or the last date of drawal stipulated in the application form, whichever is earlier, based on the then prevailing FRR, and I / We shall thereafter pay interest at such reset rate as may be notified by ICICI Bank.

- (ii) I / We hereby confirm the following:

(a) Definitions:

"EMI" means equated monthly instalments of amounts payable by me/us to ICICI Bank in respect of the Facility and which comprises of principal amount of the Facility and interest thereon.

'ICICI Bank Floating Reference Rate' or 'FRR' shall mean the percentage rate per annum decided by ICICI Bank from time to time and announced/notified by ICICI Bank in such form and manner as deemed appropriate by ICICI Bank from time to time as its Floating Reference Rate.

"Month" means a month of a year as per the calendar year and each month shall begin on the first day of such month. ICICI Bank may at its sole discretion vary the date on which the Month commences.

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“Quarter” means three consecutive months in a year and each month shall begin on the first day of such month on which such quarter begins ICICI Bank may as its sole discretion vary the date on which the Quarter begins.

- (b) The Floating Rate of Interest shall be applied as follows:
- (i) In the event of my/our having already commenced payment of EMI before the beginning of the Month in which FRR has been revised, the FRR shall be applied on the outstanding principal amount of the Facility as at the beginning of the next Month, or
- (ii) In the event of my/our not having commenced payment of EMI, the FRR shall be applied on the total amount of the Facility utilised prior to the revision of the FRR.
- (iii) Save and except as provided under (b)(iv) below, for administrative convenience, the EMI amount is intended to be kept constant irrespective of variations in the Floating Rate of Interest and therefore the number of EMIs is likely to vary. Intimation shall be given by ICICI Bank as to further or reduced number of EMIs required to be paid by the borrower/s upon each/any change in the Floating Rate of Interest. Provided, however, that I/We shall be intimated of the information as to the applicable/ applied Floating Rate of Interest during the preceding financial year on an annual basis, within such time at the end of the financial year as ICICI Bank may determine.
- (iv) Notwithstanding anything to the contrary contained in the Loan Terms, having regard to Floating Rate of Interest for the time being, ICICI Bank at its sole discretion shall be entitled to increase the EMI amount suitably if:
- (1) the EMI is not adequate to cover interest payments in full, and/or
- (2) if so required by ICICI Bank at its sole discretion for any reason whatsoever from time to time. I/We shall pay such increased EMI amount and/or the differential amount resultant as determined by ICICI Bank at its sole discretion and intimated to me/us.
- (v) ICICI Bank may vary its FRR from time to time in such manner as ICICI Bank may deem fit in its sole discretion.
- (vi) I / We shall, upon intimation from ICICI Bank, pay on the dates intimated such further number of EMIs, or fraction thereof ,arising out of any revision of the FRR by ICICI Bank, failing of which shall constitute an ‘event of default’ entitling ICICI Bank to take appropriate action deemed fit. If , as a result of any revision of the FRR, I’m entitled to pay lesser number of EMIs or a fraction of any month’s EMI amount, the balance moneys will be refunded to me/us at the time of issuing ‘no due’ certificate at my/our request.

4. **Repayment:**

Amount of each Instalment: Rs. \_\_\_\_\_ No. of Instalments: \_\_\_\_\_

\*\*Due Date(s): \_\_\_\_\_ day of each successive month. First Due Date: \_\_\_\_\_ Maturity Date: \_\_\_\_\_

**\*\* ICICI Bank follows defined Installment banking dates. For cases disbursed from the 1st - 15th of a particular month, the installment dates will fall on the 1st of every month, and for cases disbursed between the 16th and 30th/31st of a particular month, the installment dates will fall on the 15th of every month.**

**Accordingly, accounting reconciliations would be suitably effected at the time of payment of last EMI and surplus amount, if any, would be refunded to the Applicant.**

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**OR**

Instalment Nos.	Due Date(s)	Instalment Amount
1 <sup>st</sup> Instalment		Rs.
2 <sup>nd</sup> to ____ Instalment	____ day of each successive _____ (month/quarter/six months / year)	Rs.
Last Instalment		Rs.

**OR**

Instalment No.	Due Date	Instalment Amount (Rs.)	Instalment No.	Due Date	Instalment Amount (Rs.)
1			7		
2			8		
3			9		
4			10		
5			11		
6			12		

Instalment No.	Due Date	Instalment Amount (Rs.)			Instalment No.	Due Date	Instalment Amount (Rs.)		
13					43				
14					44				
15					45				
16					46				
17					47				
18					48				
19					49				
20					50				
21					51				
22					52				
23					53				
24					54				
25					55				
26					56				
27					57				
28					58				
29					59				
30					60				
31					61				
32					62				
33					63				
34					64				
35					65				
36					66				
37					67				
38					68				
39					69				
40					70				
41					71				
42					72				

IA9

INITIALS

IC9

**Note :** The Facility and applicable interest shall be payable/repayable by the Applicant(s) to ICICI Bank as per the aforementioned schedule notwithstanding the date(s) of disbursement by ICICI Bank to the person(s) as mentioned above.

IA10

INITIALS

IC10

5. **Advance Instalments:**

No. of Instalments: \_\_\_\_\_ Total amount: \_\_\_\_\_.

6(a). **Processing fees/charges:** Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)To be paid by: (a) cheque/draft submitted along with application / (b) deducted from the Facility (*please select*)If (a) selected: cheque/draft no: \_\_\_\_\_ dated \_\_\_\_\_ on \_\_\_\_\_  
Bank, \_\_\_\_\_.**Note: If the above fees/charges are paid by opting option (b), then ICICI Bank shall disburse an amount reduced by the amount of fees/charges; however, the Applicant shall be liable for the entire Facility amount.**6(b) **Other charges:** Rs. \_\_\_\_\_ (insert amount and details of charges)**Details of Charges :** \_\_\_\_\_7. **Details of additional/security post-dated cheques submitted to ICICI Bank:**

S.No.	Cheque No.	Date	Amount

8. **DETAILS OF THE PRODUCT:**Description: \_\_\_\_\_  
(as per description in the invoice/proforma invoice/quotation)

Engine No.: \_\_\_\_\_ Chassis No.: \_\_\_\_\_ Model No.: \_\_\_\_\_

Registration/Serial No: \_\_\_\_\_

Condition: New  Used  (*please select*) If used, year of manufacture: \_\_\_\_\_Product is to be purchased  is already owned  by the Applicant (*please select*)Is the Product charged in favour of any person/bank/entity  YES  NOIf yes, name of chargeholder: \_\_\_\_\_ ; Ranking of such charge: FIRST  SECOND 

Total Outstanding Amount: \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

Address where product is already kept/fixd/located OR is to be kept/fixd/located:  
\_\_\_\_\_  
\_\_\_\_\_9. **DETAILS OF ASSET(S) OFFERED AS SECURITY**

No.	Asset	Description	Location	Owner	Address of the owner (applicable for person other than the Applicant(s))	Whether already charged in favour of any person and ranking of such charge
	(Product – as specified in Section 8 above)					

*(please select and fill in details of the Product(s) and other movables and assets offered as security)*

Execution / Signature / Affixation of thumb print by the Applicant &amp; Co-applicant.

**Signature of the applicant:** \_\_\_\_\_ *(SA3)*      **Signature of the Co-applicant:** \_\_\_\_\_ *(SA3)*

**Execution/Signature/Affixation of thumb print by/of the Applicant and Co-Applicant**

Signature of the Applicant : \_\_\_\_\_  $\text{₹}$ (SA3) Signature of the Co-applicant: \_\_\_\_\_  $\text{₹}$ (SC2)

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

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

**In case of partnership/ HUF/ association of persons:** For and on behalf of [ \_\_\_\_\_  $\text{₹}$ (SA3)/(SC2)  
 \_\_\_\_\_ ] and each of the following partners/members of the firm/HUF/association:

*Name	** Signature
	$\text{₹}$
	$\text{₹}$
	$\text{₹}$
	$\text{₹}$
	$\text{₹}$

\* Names of all partners/members to be specified.

\*\* Signature by all the Partners/members is required unless a letter of authority is executed by all partners/members in favour of the signatories]

**In case of company/society/ trust:**

For and on behalf of [ \_\_\_\_\_ ]

\_\_\_\_\_  $\text{₹}$ (SA3)/(SC2)

**Name of the Authorised Signatory:**

**Designation:**

Date:

Place:

\_\_\_\_\_  $\text{₹}$ (SA3)/(SC2)

**Name of the Authorised Signatory:**

**Designation:**

**UNATTESTED DEED OF HYPOTHECATION**

**THIS UNATTESTED DEED OF HYPOTHECATION** (this “Deed”, which expression shall include the Schedule(s) hereof and all amendments made from time to time) executed at the place and on the day, month and year set out in **Schedule I** hereof by the person(s) named in **Schedule I** hereof (collectively, the “**Borrower**”, which expression shall, unless it be repugnant to the subject or context thereof, include its/their successors, surviving partners, permitted assigns, each of their heirs, legal representatives, executors, administrators and the trustee(s) for the time being thereof, as applicable)

in favour of

**ICICI BANK LIMITED**, a company incorporated under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949 and having its Registered Office at Landmark, Race Course Circle, Vadodara 390 007 and corporate office at ICICI Bank Towers, Bandra-Kurla Complex, Bandra, Mumbai- 400 051, and among others, a branch / office at the place specified in **Schedule I** hereof (the “**Bank**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns).

**WHEREAS:**

(1) The Borrower has / have filled in and submitted to the Bank at its branch / office specified in Schedule I hereof, or to any of the Bank’s representatives, a credit facility application, the date and reference number of which are specified in Schedule I hereof (the “**Application**”) requesting the Bank to grant facility not exceeding the amount/limit specified in Schedule I hereof (the “**Facilities**”) to the Borrower for the purposes stated, and subject to the terms and conditions specified and/or referred to, in such Application (hereinafter referred to as the “**Loan Terms**”) and the other Transaction Documents.

**NOW THEREFORE THESE PRESENTS WITNESSETH THAT:**

1. In pursuance of the Loan Terms and in consideration of, and subject to, the Bank having granted / extended and/or agreed to grant / extend the Facilities to the Borrower on the terms and subject to the Application (and all the Loan Terms contained/referred to therein) submitted by the Borrower, the Assets are hereby hypothecated as and by way of charge, with such ranking as is more particularly specified in **Schedule I** hereof, as security for and be charged with the repayment / payment of the Facilities, all interest, commission, costs, charges, expenses and all other monies, whatsoever stipulated in or payable by the Borrower under the Loan Terms, these presents and/or the other Transaction Documents.

2. In further pursuance of the Loan Terms and for the consideration aforesaid, the Borrower hereby further agrees, confirms, declares and undertakes with the Bank as follows:

(i) (a) The Borrower shall at its expenses keep the Assets in good and marketable condition and, if stipulated by the Bank under the Loan Terms , insure such of the Assets which are of insurable nature, in the joint names of the Borrower and the Bank against any loss or damage by theft, fire, lightning, earthquake, explosion, riot, strike, civil commotion, storm, tempest, flood, erection risk, war risk and such other risks as may be determined by the Bank and including, wherever applicable, all marine, transit and other hazards incidental to the acquisition, transportation and delivery of the relevant

Assets to the place of use or installation. The Borrower shall deliver to the Bank the relevant policies of insurance and maintain such insurance throughout the continuance of the security of these presents and deliver to the Bank the renewal receipts / endorsements / renewed policies therefor and till such insurance policies / renewal receipts / endorsements are delivered to the Bank, the same shall be held by the Borrower in trust for the Bank. The Borrower shall duly and punctually pay all premia and shall not do or suffer to be done or omit to do or be done any act, which may invalidate or avoid such insurance. In default the Bank may (but shall not be bound to) keep in good condition and render marketable the relevant Assets and take out/renew such insurance. Any premium paid by the Bank and any costs, charges and expenses incurred by the Bank shall forthwith on receipt of a notice of demand from the Bank be reimbursed by the Borrower to the Bank together with interest thereon at the rate for further interest, as specified under the Loan Terms, from the date of payment till reimbursement thereof and until such reimbursement by the Borrower, the same shall be a charge on the Assets. The Borrower further expressly agrees that the Bank shall be entitled, at its sole discretion, (i) to adjust, settle, compromise or refer to arbitration any dispute arising under or in connection with any insurance and such adjustment, settlement, compromise and any award made on such arbitration shall be valid and binding on the Borrower and (ii) to receive all monies payable under any such insurance or under any claim made thereunder and to give a valid receipt therefor, and that the amount so received shall be adjusted towards repayment / payment of amounts in respect of the Facilities and the Borrower shall not raise any question that a larger sum might or ought to have been received or be entitled to dispute liability of the Borrower for the balance remaining due after such adjustment;

- (b) the Borrower shall pay all rents, taxes and outgoing in respect of any immovable property in or on which the Assets may for the time being be lying and / or stored and shall keep such property insured against loss or damage by fire and against such other risks as may be required by the Bank and shall produce the policies of insurance to the Bank whenever required by the Bank. On default, the Bank shall be entitled (though not bound to do so) to make such payments. Any payments made by the Bank shall forthwith on receipt of a notice of demand from the Bank be reimbursed by the Borrower to the Bank together with interest thereon at the rate for further interest, as specified under the Loan Terms, from the date of payment till reimbursement thereof and until such reimbursement by the Borrower, the same shall be a charge on the Assets.

(ii) the Bank's authorized person(s) / nominee(s) shall be entitled, at all times without notice to the Borrower and at the risk and expense of the Borrower and, if so required, as attorney for and in the name of the Borrower, to enter any place where the Assets and/or all records and documents in relation thereto may be and inspect, value, insure, superintend disposal and/or take particulars of all or any part of the Assets and check any statements, accounts, reports, information, and for the purpose of such entry, do all acts, deed and things deemed necessary by the Bank including breaking open of any place where the Assets and/or the records and documents in relation thereto may be lying or stored or kept; the Borrower undertakes that unimpeded access to the aforesaid place is made available to the Bank and their respective agents and nominees at all times as may be required by the Bank.

(iii) In the event of any breach or default by the Borrower in the performance of its obligations hereunder or any of the terms, covenants, obligations and conditions stipulated in the Loan Terms and/or the other Transaction Documents or in the event of the charge on the Assets having become enforceable for any reason whatsoever, the Bank or their nominees or authorized persons shall, in case such breach or default is not remedied by the Borrower to the satisfaction of the Bank, without any notice and without assigning any reason and at the risk and expense of the Borrower and if necessary as attorney for and in the name of the Borrower, be entitled (without prejudice to any other rights and remedies) exercise such rights and remedies, including (but not limited to): (i) to enter into and upon the premises of the Borrower and/or any other person who then has possession of the Assets, (ii) to seize, recover, collect, withdraw, receive the Assets and/or any income, profits and benefits thereof without interruption or hindrance by the Borrower and/or by any person(s), (iii) to remove, and/or sell by public auction or by private contract, despatch or consign for realisation or otherwise dispose of or deal with all or any part of the Assets and enforce, realise, settle, compromise and deal with any rights or claims relating thereto without being bound to exercise any of these powers or be liable for any losses in the exercise or non-exercise thereof, (iv) to be freed and discharged and well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands, charges and encumbrances whatsoever, or to direct the Borrower and/or other concerned person to sell, assign or otherwise liquidate, any or all of the Assets, (v) to claim the proceeds of any such sale or liquidation, (vi) to retain all amounts and/or other proceeds received or receivable by the Bank in respect of the Assets and use them, in whole or part, towards repayment / payment of all amounts in respect of the Facilities, (vii) to direct the Borrower and/or other concerned person in writing to deliver the Assets to the Bank on a date and time indicated by the Bank, in which event the Borrower shall, at its own expense:

- (a) deliver / forthwith cause the same to be delivered to the Bank;
- (b) provide / cause to be provided such guards and maintenance services as shall be necessary to protect the same.

Notwithstanding any pending suit or other proceeding, the Borrower undertakes to give immediate possession of the Assets and all records / documents in relation thereto to the nominees or authorized persons of the Bank, on demand, and to transfer and to deliver to the Bank all relative bills, contracts, securities and documents and the Borrower hereby agrees to accept the Bank's account of sales and realisations as sufficient proof of amounts realised and relative expenses and to pay on demand any shortfall thereby shown. Provided, however, that the Bank shall not in any way be liable or responsible for any loss, damage or depreciation that the relevant Assets may suffer or sustain on any account whatsoever whilst the same are in possession of the Bank or by reason of exercise or non-exercise of rights and remedies available to the Bank as aforesaid.

(iv) At any time after the security hereby created has become enforceable and whether or not the Bank shall then have entered into or taken possession of the Assets or any part thereof, and in addition to the powers hereinbefore conferred upon the Bank after such entry into or taking possession of the Assets or any part thereof, the Bank may have a receiver or receivers (the "Receiver") appointed of/over such Assets or any part thereof. The following provisions shall apply to such Receiver:

- (a) Unless otherwise directed by the Bank, such Receiver shall have and exercise all powers and authorities vested in the Bank;

LA13

INITIALS

IC13

- (b) Such Receiver shall, in exercise of his powers, authorities and discretions, conform to the regulation and directions from time to time made and given by the Bank;
  - (c) The Bank, may from time to time, fix the remuneration of such Receiver and shall direct payment thereof out of the Assets, but the Borrower alone shall be liable for the payment of such remuneration;
  - (d) The Bank may, from time to time and at any time, require such Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and amount of the security to be given to the Bank but the Bank shall not be bound to require such security in any case;
  - (e) The Bank may pay over to such Receiver any monies constituting part of the securities to the intent that the same may be applied for the purpose hereof by such Receiver and the Bank may, from time to time, determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver;
  - (f) Every such Receiver shall be the agent of the Borrower for all purposes and the Borrower alone shall be responsible for his acts and defaults, loss or misconduct and liable on any contract or engagement made or entered into by him and for his remuneration and the Bank shall not incur any liability or responsibility therefor by reason of their making or consenting to his appointment as such Receiver.
- (v) The security created hereunder shall continue and remain in full force and effect till such time the Borrower repays / pays in full the Facilities together with all interest, commission, costs, charges, expenses and all other monies whatsoever stipulated in or payable under the Loan Terms and/or the other Transaction Documents and the Borrower's liability in respect of the Facilities shall not be affected, impaired or discharged by winding up / insolvency / death / dissolution / merger or amalgamation / reconstruction or otherwise of the Borrower (or any of its partners, directors, members, etc.) or by take over of the management or nationalisation of the undertaking of the Borrower, as the case may be.
- (vi) All the Assets and all sale realisations and insurance proceeds thereof and all documents / records under this security shall always be kept distinguishable and held for the benefit of the Bank and specifically appropriated to this security and be dealt with only under the directions of the Bank and the Borrower shall not create any charge, mortgage, lien or other encumbrance upon or over the same or any part thereof except in favour of the Bank nor suffer any such charge, mortgage, lien or other encumbrance or any attachment or distress to affect the same or any part thereof nor do or allow any thing that may prejudice this security and the Bank shall be at liberty to incur all costs and expenses as may be necessary to preserve this security and to maintain the same undiminished and claim reimbursement thereof PROVIDED that except to the extent specifically permitted by the Bank hereunder or otherwise in writing, the Borrower shall not sell or dispose of all or any of the Assets in any manner whatsoever and the Borrower shall on any and every such sale or disposal pay to the Bank, if so required by them, the net proceeds of the sale or disposal in satisfaction, so far as the same shall extend, of the monies, due and payable by the Borrower to the Bank PROVIDED FURTHER that the Borrower may without payment to the Bank, if the Bank so agrees in writing, replace outmoded equipment by equipment of equivalent or greater value.
- (vii) The Borrower shall, whenever required by the Bank, give full particulars to the Bank of all the Assets and other assets of the Borrower and shall furnish and verify all statements, reports, returns, certificates and information from time to time and as required by the Bank and make, furnish and execute all necessary documents to give effect to this security.
- (viii) The Borrower hereby declares that the Assets are and will at all times be the absolute property of the Borrower at the sole disposal of the Borrower and subject to the charges created and/or to be created with the specific permission of the Bank in writing, be free from any charge, trust, pledge, lien, claim or encumbrance and as to future goods / assets the same shall likewise be unencumbered, absolute and disposable property of the Borrower with full power of disposition over the same.
- (ix) The Borrower hereby appoints the Bank as its agent or attorney and authorises the Bank to act for and in the name of the Borrower to demand, sue for, receive and recover and give effectual discharges for all or any of the Assets and for that purpose to file suits, to declare plaints, make affidavits, to employ solicitors /advocates, to compromise and refer to arbitration and do such acts and things as could have been done by the Borrower in the matter of recovery of the Assets and also to do whatever the Borrower may be required to do under this Deed and generally to use the name of the Borrower in the exercise of all or any of the powers conferred on the Bank by this Deed, and the Borrower shall bear all the expenses that may be incurred in this regard and shall also be liable entirely for all risks and consequences in connection with the aforesaid.
- (x) The Borrower shall ensure that the Guarantor(s) observe all the covenants, terms, conditions, restrictions and prohibitions of the Deed of Guarantee and agrees that any violation of the same by the Guarantor(s) shall constitute an "Event of Default" under the Transaction Documents and the Lender is at liberty to recall the Facility and enforce the rights under the Transaction Documents.
- (xi) The Borrower agrees and undertakes to execute such other deeds or documents as may be required by the Bank to further perfect, protect and/or enforce the security created hereunder.
- (xii) Nothing herein shall prejudice the rights or remedies of the Bank in respect of any present or future security, guarantee obligation or decree for any indebtedness or liability of the Borrower to the Bank.
- (xiii) The Bank shall not be under any liability whatsoever towards the Borrower or any other person for any loss or damage to the Assets from or in whatever cause or manner arising whether such Assets shall be in the possession of the Bank or not at the time of such loss or damage or the happening of the cause thereof. The Borrower shall at all times indemnify and keep indemnified the Bank from and against all suits, proceedings, costs, charges, claims and demands whatsoever that may at any time arise or be brought or made by any person against the Bank in respect of any acts, matters and things lawfully done or caused to be done by the Bank in connection with the Assets or in pursuance of the rights and power of the Bank under this Deed, Loan Terms and /or the other Transaction Documents.
- (xiv) The provisions contained herein shall be read in conjunction with the provisions of the Loan Terms and in the event of any inconsistency or repugnancy, the latter shall prevail to all intents and purposes. All Schedules hereof shall form an integral part of this Deed.
- (xv) Any provision of this Deed, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of this Deed or affect such provision in any other jurisdiction.

**SCHEDULE I ABOVE REFERRED TO**

**1.A DETAILS OF PLACE AND DATE OF EXECUTION OF THIS DEED**

At: \_\_\_\_\_ in the State of \_\_\_\_\_.

Date: The \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_\_

**1B. CREDIT FACILITY APPLICATION NUMBER AND DATE**

No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_\_

**1C. AMOUNT OF THE FACILITIES**

Rupee Loan not exceeding Rs. \_\_\_\_\_ million

**1D. THE BANK'S BRANCH / OFFICE ADDRESS**

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

**2. DETAILS OF THE BORROWER**

Name of individual/firm/society/company/trust/HUF: \_\_\_\_\_

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

Names of all partners/trustees/karta/members (as applicable): \_\_\_\_\_  
\_\_\_\_\_

**3.A DEFINITIONS AND CONSTRUCTION**

In these presents, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings, viz.:

“Assets” mean, as the context may permit or require, any or each of the assets and properties as described in Schedule II hereof.

All capitalised terms used but not defined herein shall have the respective meanings ascribed to them under the Loan Terms.

**3B. RANKING OF CHARGES**

The Assets have been hereby hypothecated as and by way of first and exclusive charge in favour of ICICI Bank Limited.

**3C. Where there is more than one Borrower, Each Borrower shall be jointly and severally liable to the Bank for performance of all obligations under this Deed.**

IA14

INITIALS

IC14

**SCHEDULE II ABOVE REFERRED TO  
(Description of the Assets)**

The whole of:

(a) Description: \_\_\_\_\_

*(as per invoice/proforma invoice/quotation)*

Engine No.: \_\_\_\_\_ Chassis No.: \_\_\_\_\_ Model No.: \_\_\_\_\_

Registration/Serial No: \_\_\_\_\_

Address where product is already kept/fixed/located OR is to be normally kept/fixed/located:

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

(b) Description: \_\_\_\_\_

*(as per invoice/proforma invoice/quotation)*

Engine No.: \_\_\_\_\_ Chassis No.: \_\_\_\_\_ Model No.: \_\_\_\_\_

Registration/Serial No: \_\_\_\_\_

Address where product is already kept/fixed/located OR is to be normally kept/fixed/located:

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

(c) Description: \_\_\_\_\_

*(as per invoice/proforma invoice/quotation)*

Engine No.: \_\_\_\_\_ Chassis No.: \_\_\_\_\_ Model No.: \_\_\_\_\_

Registration/Serial No: \_\_\_\_\_

Address where product is already kept/fixed/located OR is to be normally kept/fixed/located:

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

and including its spares, tools and accessories, software, whether installed or not and whether in the possession or under the control of the Borrower or not, whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of these presents be brought into or upon or be stored or be in or about the Borrower's factories, premises and godowns or wherever else the same may be or be held by any party to the order or disposition of the Borrower or in the course of transit or on high seas or on order or delivery.

IN WITNESS WHEREOF the Borrower has/have caused these presents to be executed on the day, month and year hereinabove written in the manner hereinafter appearing.

**Execution/Signature/Affixation of thumb print by/of the Borrower**


**Signature of the Borrower:** \_\_\_\_\_ *(SA4)*      **Signature of the Co-Borrower:** \_\_\_\_\_ *(SC3)*


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

IA15

INITIALS

IC15

**In case of partnership/ HUF/ association of persons:** For and on behalf of [ \_\_\_\_\_ ]  (SA4)/(SC3) and each of the following partners/members of the firm/HUF/association:

*Name	**Signature
	
	
	
	
	

\* Names of all partners/members to be specified.

\*\* Signature by all the Partners/members is required unless a letter of authority is executed by all partners/members in favour of the signatories]

**In case of company/society/ trust:**

For and on behalf of [ \_\_\_\_\_ ]

**Seal to be affixed on the side :**

\_\_\_\_\_  (SA4)/(SC3)

**Name of the Authorised Signatory:**

**Designation:**

Date:

Place:

\_\_\_\_\_  (SA4)/(SC3)

**Name of the Authorised Signatory:**

**Designation:**

**Date and details of the authority letters or resolutions, if any, authorising the borrowing and/or execution of this Application Form:**

1. Date: \_\_\_\_\_ passed/issued by: \_\_\_\_\_

2. Date: \_\_\_\_\_ passed/issued by: \_\_\_\_\_

## IRREVOCABLE POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I / we, the undersigned, whose details are set out in the Schedule hereto [hereinafter referred to as the "**Borrower/s**", which expression shall, unless it be repugnant to the subject or context thereof, include my/our successors, surviving partners, permitted assigns, each of my/our heirs, legal representatives, executors, administrators and the trustee(s) for the time being thereof, as applicable] SEND GREETINGS:

### WHEREAS:

1. The Borrower/s has/have filled-in and submitted to ICICI Bank Limited, a public company incorporated under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949, having its registered office at Landmark, Race Course Circle, Vadodara 390 007 and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051/ **\*\*Zonal/Regional/IBranch Office at \_\_\_\_\_** (hereinafter referred to as "**ICICI Bank**", which expression shall, unless repugnant to the subject or context thereof, mean and include its successors and assigns) at its aforesaid **\*\*corporate/regional/branch office**, or to any of ICICI Bank's authorised representatives, a credit facility application, the date and reference number of which are specified in the Schedule hereof (the "**Application**") requesting ICICI Bank to grant a loan facility not exceeding the amount/limit specified in Schedule hereof (the "**Facilities**") to the Borrower/s for the purchase of the products as described in the Schedule / or against the products already owned by us and described in the Schedule (the "**Products**"), subject to the terms and conditions specified and/or referred to in such Application (hereinafter referred to as the "**Loan Terms**") and the other Transaction Documents.  
**\*\* Please strike out the inapplicable language (in line with the Application Form)**
2. In connection with the Loan Terms and the Deed of Hypothecation executed by the Borrower/s as of the same date hereof in favour of ICICI Bank (hereinafter referred to as the "**Memorandum of Hypothecation**"), the Borrower/s are desirous of appointing ICICI Bank as its/their attorney to enable ICICI Bank to carry out or implement all of the Borrower/s' covenants with respect to the Products and otherwise, which the Borrower/s is/are required and liable to perform (and strictly comply with) as per the terms of the Loan Terms and the said Memorandum of Hypothecation, in the event of the Borrower/s failing, for any reason/s whatsoever, to perform (or strictly comply with) such covenants.

**NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH** that in consideration of the aforesaid premises and the grant by ICICI Bank of the Facilities to the Borrower/s (at ICICI Bank's sole and absolute discretion), I/we the said Borrower/s do hereby irrevocably nominate, constitute and appoint ICICI Bank (acting through any of its officers or authorised agents/representatives) to be the true and lawful Attorney of the Borrower/s to do, execute and perform all of the acts, deeds, matters and things as set out below in these presents in the name of, and for and on behalf of, the Borrower/s.

- 1 To take delivery and possession of the said Products from wherever the same is kept/believed to be kept as and when deemed necessary by ICICI BANK.
- 2 To cancel or rescind the Borrower/s' order/booking for the Products and to collect the refund of the booking price (after any deductions that may be made by the manufacturer/dealer/seller) and to adjust the same against any monies that may be due or payable by the Borrower/s to ICICI Bank.
- 3 To transfer, sell, lease, give on hire, dispose of, give delivery of and otherwise deal with the said Products, in any manner whatsoever as ICICI Bank shall deem fit or necessary, and to sign and execute all agreements, contracts, declaration forms, instruments and other writings whatsoever, as may be necessary or expedient for such purposes.
- 4 To fill in any or all relevant details in any cheques / instruments / documents, deposit / endorse such cheques submitted by the Borrower/s in any manner whatsoever as ICICI Bank shall deem fit or necessary.
- 5 To appoint or engage any broker or other agent for effecting any transfer, sale, lease, hire, disposition, delivery or other dealings with the said Products, as referred to in Clause 3 above.
- 6 To give notice, if required, to the appropriate authority(ies) for the registration of the said Products upon the sale, transfer, lease, hire, disposal, delivery or other dealings (with the said Products) as referred to in Clause 3 above.
- 7 To receive the consideration for any sale, transfer, lease, hire, disposal, delivery or other dealings (with the said Products) as referred to in Clause 3 above, and to give proper receipt, and valid discharge, for the same.
- 8 To do, perform and execute, all acts, covenants and obligations on behalf of the Borrower/s in accordance with the Loan Terms and the said Memorandum of Hypothecation in the event of the Borrower/s failing, for any reason/s whatsoever, to perform and execute, any such acts, covenants and/or obligations.
- 9 And generally to do, perform and execute, every other acts, deeds, matters and things relating to the said Products and these presents, as ICICI Bank may deem necessary or expedient.

For the better doing, performance and execution of all the matters and things stated above, I/we, the Borrower/s, hereby confirm and agree that all or any of the powers hereby conferred upon ICICI Bank, as the Borrower/s' Attorneys, may be exercised by any officer/s and agents/representatives of ICICI Bank.

I/we, the Borrower/s, hereby further declare and confirm that all and every receipts, mortgages, charges, documents, deeds, matters and things, which ICICI Bank (or any of its officer/s, agents or representatives, nominated in that behalf as aforesaid) shall have made, executed or done for the aforesaid purposes by virtue of these presents, shall be good, valid and effectual in all respects and to all intents and purposes whatsoever as if the same had been made, executed or done by me/us in my/our own name and person.

And I/we, the Borrower/s, hereby ratify and confirm and agree to ratify and confirm all that ICICI BANK (or any of its officer/s, agents or representatives, nominated in that behalf as aforesaid) shall do, or cause to be done, by virtue of these presents.

I/we, the Borrower/s, further declare and confirm that this Power of Attorney shall be irrevocable until the Facilities, and all other monies payable by me/us to ICICI Bank in terms of the Loan Terms, are fully repaid by me/us to ICICI Bank.

### SCHEDULE

#### 1. Borrower/s' Details

Name of individual/firm/society/company/trust/HUF: \_\_\_\_\_

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

Names of all partners/trustees/karta/members (as applicable): \_\_\_\_\_

#### 2. Credit Facility Application Number and Date

No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_\_

#### 3. Amount of the Facilities

Loan of Rs. \_\_\_\_\_

#### 4. Description of the Products:

(a) Description: \_\_\_\_\_

(as per invoice/proforma invoice/quotation)

Engine/Chassis/Model No: \_\_\_\_\_ Registration/Serial No: \_\_\_\_\_

Address where product is already kept/fixe d/located OR is to be normally kept/fixe d/located:

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

(b) Description: \_\_\_\_\_

(as per invoice/proforma invoice/quotation)

Engine/Chassis/Model No: \_\_\_\_\_ Registration/Serial No: \_\_\_\_\_

Address where product is already kept/fixe d/located OR is to be normally kept/fixe d/located:

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

IN WITNESS WHEREOF I/we, the Borrower/s, has/have executed these presents at \_\_\_\_\_ (place) on this \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_\_\_.

Signature of the Borrower : \_\_\_\_\_ (SA5)

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

**In case of partnership/ HUF/ association of persons:** For and on behalf of [ \_\_\_\_\_ ] (SA5)  
and each of the following partners/members of the firm/HUF/association:

*Name	**Signature
	(SA5)
	(SA5)
	(SA5)
	(SA5)
	(SA5)

\* Names of all partners/members to be specified.

\*\* Signature by all the Partners/members is required unless a letter of authority is executed by all partners/members in favour of the signatories]

**In case of company/society/ trust:**

For and on behalf of [ \_\_\_\_\_ ]

\_\_\_\_\_ (SA5)

**Name of the Authorised Signatory:**

**Designation:**

Date:

Place:

\_\_\_\_\_ (SA5)

**Name of the Authorised Signatory:**

**Designation:**

**BEFORE ME**

(Seal and Signature of the Notary)

## GUARANTEE

**THIS DEED OF GUARANTEE** (“this Guarantee”, which expression shall include the Schedule(s) hereof and all amendments made from time to time) executed at the place, and on the day, month and year set out in the Schedule hereof by the person(s) named in the Schedule hereof (the “**Guarantors**”, which expression shall, unless it be repugnant to the subject or context thereof, include its/their successors, surviving partners, permitted assigns, each of their heirs, legal representatives, executors, administrators and the trustee(s) for the time being thereof, as applicable)

in favour of

**ICICI BANK LIMITED**, a public company incorporated under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949, having its Registered Office at Landmark, Race Course Circle, Vadodara 390 007 and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Bandra (E), Mumbai 400 051 and amongst others, a branch / office specified in the Schedule hereof (the “**Bank**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns).

### WHEREAS :

(1) The borrowers, more specifically described in the Schedule hereof (collectively, the “**Borrower**”) has/ have filled in and submitted to the Bank at its branch / office specified in the Schedule hereof, or to any of the Bank’s authorized representatives, a credit facility application (the “**Application**”) requesting the Bank to grant a loan facility not exceeding the amount/limit specified in the Schedule hereof (the “**Facilities**”, which expression shall include all modifications made thereto from time to time) to the Borrower for the purposes stated, and subject to the terms and conditions specified and/or referred to, in such Application (hereinafter referred to as the “**Loan Terms**”) and the other Transaction Documents, the terms, conditions and provisions have been noted by the Guarantors.

(2) The Guarantors have also requested the Bank to grant / extend the Facilities to the Borrower.

### NOW THIS DEED WITNESSETH AS FOLLOWS :

In consideration of and subject to the Bank granting the Facilities to the Borrower on the basis of, and subject to, the Application (and all the Loan Terms contained/referred to therein) submitted by the Borrower, the Guarantors hereby unconditionally, absolutely and irrevocably guarantee to and agree with the Bank as follows:

1 The Borrower shall duly and punctually repay / pay the Facilities together with all interest, further interest, costs, charges, expenses and all other monies, whatsoever stipulated in or payable under the Loan Terms and/or the other Transaction Documents, and perform and comply with all the other terms, conditions and covenants contained in the Loan Terms and the other Transaction Documents.

2. In the event of any default on the part of the Borrower in payment / repayment of any of the moneys referred to Clause 1 above, or in the event of any default on the part of the Borrower to comply with or perform any of the terms, conditions and covenants contained in the Loan Terms and/or the other Transaction Documents, the Guarantors shall, upon demand, forthwith pay to the Bank without demur all the amounts payable by the Borrower under the Loan Terms and the other Transaction Documents. Any such demand made by the Bank on the Guarantors shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the Borrower / arbitration or any other legal proceedings, pending before any court, tribunal, arbitrator or any other authority.

3. The Guarantors shall also indemnify and keep the Bank indemnified against all losses, damages, costs, claims and expenses whatsoever which the Bank may suffer, pay or incur by reason of or in connection with any such default on the part of the Borrower including legal proceedings taken against the Borrower and/or the Guarantors for recovery of the moneys referred to in Clauses 1 and 2 above.

4. The Guarantors hereby represent and warrant that:

- (a) The Guarantors have the competence and power to execute this Guarantee;
- (b) The Guarantors have done all acts, conditions and things required to be done, fulfilled or performed, and all authorisations required or essential for the execution of this Guarantee or for the performance of the Guarantors’ obligations in terms of and under this Guarantee have been done, fulfilled, obtained, effected and performed and are in full force and effect and no such authorisation has been, or is threatened to be, revoked or cancelled;
- (c) This Guarantee has been duly and validly executed by the Guarantors or on behalf of the Guarantors and this Guarantee constitutes legal, valid and binding obligations of the Guarantors;
- (d) The entry into, delivery and performance by the Guarantors of, and the transactions contemplated by, this Guarantee do not and will not conflict : (i) with any law; (ii) with the constitutional documents, if any, of the Guarantors; or (iii) with any document which is binding upon the Guarantors or on any of their assets;
- (e) All amounts payable by the Guarantors under this Guarantee will be made free and clear of and without deduction / withholding for or on account of any tax or levy and without any set off;
- (f) (i) The execution or entering into by the Guarantors of this Guarantee constitute, and performance of their obligations under this Guarantee will constitute, private and commercial acts done and performed for private and commercial purposes; (ii)

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INITIALS

GI2

G13

INITIALS

G14

The Guarantors are not, will not be entitled to, and will not claim immunity for themselves or any of their assets from suit, execution, attachment or other legal process in any proceedings in relation to this Guarantee;

- (g) The Guarantors' confirmation on governing law as provided in Clause 23 hereof, is legal, valid and binding on the Guarantors;
- (h) No litigation, arbitration, administrative or other proceedings are pending or threatened against the Guarantors or their assets, which, if adversely determined, might have a Material Adverse Effect;
- (i) (i) All information communicated to or supplied by or on behalf of the Guarantors to the Bank from time to time in a form and manner acceptable to the Bank, are true and fair / true, correct and complete in all respects as on the date on which it was communicated or supplied; (ii) Nothing has occurred since the date of communication or supply of any information to the Bank which renders such information untrue or misleading in any respect.

5. The Guarantors hereby agree that, without the concurrence of the Guarantors, the Borrower and the Bank shall be at liberty to vary, alter or modify the terms and conditions of the Loan Terms and / or the other Transaction Documents and in particular to defer, postpone or revise the repayment of the Facilities and/or payment of interest and other monies payable by the Borrower to the Bank on such terms and conditions as may be considered necessary by the Bank including any increase in the rate of interest. The Bank shall also be at liberty to absolutely dispense with or release all or any of the security / securities furnished or required to be furnished by the Borrower to the Bank to secure the Facilities. The Guarantors agree that the liability under this Guarantee shall in no manner be affected by any such variations, alterations, modifications, waiver, dispensation with or release of security, and that no further consent of the Guarantors is required for giving effect to any such variation, alteration, modification, waiver, dispensation with, or release of security.

6. The Bank shall have full liberty, without notice to the Guarantors and without in any way affecting this Guarantee, to exercise at any time and in any manner any power or powers reserved to the Bank under the Loan Terms and/or the other Transaction Documents, to enforce or forbear to enforce payment of the Facilities or any part thereof or interest or other moneys due to the Bank from the Borrower or any of the remedies or securities available to the Bank, to enter into any composition or compound with or to grant time or any other indulgence or facility to the Borrower, to give / grant temporary or extra overdrafts or other advances / credit facilities to the Borrower and to appropriate payments made to it by the Borrower towards repayment / payment of such overdrafts / advances / credit facilities from time to time and the Guarantors shall not be entitled to question such appropriation or to require the Bank to appropriate such payments towards previous disbursements under the Facilities so as to reduce the liability of the Guarantors hereunder on account of any such payments AND the Guarantors shall not be released by the exercise by the Bank of their liberty in regard to the matters referred to above or by any act or omission on the part of the Bank or by any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantors AND the Guarantors hereby waive in favour of the Bank so far as may be necessary to give effect to any of the provisions of this Guarantee, all the suretyship and other rights which the Guarantors might otherwise be entitled to enforce. The Guarantors also agree that they will not be entitled to the benefit of subrogation vis-a-vis securities or otherwise until all the monies due to the Bank under the Facilities are fully repaid / paid.

7. This Guarantee shall be enforceable against the Guarantors notwithstanding that any post-dated cheques, negotiable instruments, security and/or securities comprised in any instrument(s) executed or to be executed in favour of the Bank shall, at the time when the proceedings are taken against the Guarantors on this Guarantee, be outstanding or unrealised or lost.

8. The Guarantors hereby agree and give consent to the sale, mortgage on prior, pari-passu or subsequent charge basis, release etc., of any of the assets by the Borrower from time to time as may be approved by the Bank or the transfer of any of the assets of the Borrower from one unit to the other or to the release or lease out by the Bank any or whole of the assets charged to the Bank on such terms and conditions as the Bank may deem fit and this may be treated as a standing and continuing consent for each and every individual act of transfer, mortgage, release or lease of any of such assets of the Borrower. The Guarantors hereby declare and agree that no separate consent for each such transfer, mortgage, release or lease any of such assets would be necessary in future.

9. The Guarantors hereby agree and declare that the Borrower will be free to avail of further loan(s) or other facilities from the Bank or any other person in addition to the Facilities and/or to secure the same during the subsistence of this Guarantee and in that event the guarantee herein contained will not be affected or vitiated in any way whatsoever but will remain in full force and effect and binding on the Guarantors.

10. The rights of the Bank against the Guarantors shall remain in full force and effect notwithstanding any arrangement which may be reached between the Bank and the other guarantor(s), if any, or notwithstanding the release of that other or others from liability and notwithstanding that any time hereafter the other guarantor(s) may cease for any reason whatsoever to be liable to the Bank, the Bank shall be at liberty to require the performance by the Guarantors of their obligations hereunder to the same extent in all respects as if the Guarantors had at all times been solely liable to perform the said obligations.

11. To give effect to this Guarantee, the Bank may act as though the Guarantors were the principal debtors to the Bank.

12. The Guarantors hereby declare and agree that they have not received and shall not, without the prior consent in writing of the Bank receive any security or commission from the Borrower for giving this Guarantee so long any monies remain due and payable by the Borrower to the Bank under the Loan Terms and/or the other Transaction Documents.

13. The Guarantors shall not in the event of the liquidation / insolvency of the Borrower prove in competition with the Bank in the liquidation / insolvency proceedings.

14. A certificate in writing signed by a duly authorised official of the Bank shall be conclusive evidence against the Guarantors of the amount for the time being due to the Bank from the Borrower / the Guarantors in any action or proceeding brought on this Guarantee against the Guarantors.

15. This Guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Bank by the Borrower and shall be valid and binding on the Guarantors and operative until repayment in full of all moneys due to the Bank under the Loan Terms and/or the other Transaction Documents.

16. This Guarantee shall be irrevocable and the obligations of the Guarantors hereunder shall not be conditional on the receipt of any prior notice by the Guarantors or by the Borrower and the demand or notice by the Bank as provided in Clause 22 hereof shall be sufficient notice to or demand on the Guarantors.

17. The liability of the Guarantors under this Guarantee shall not be affected by : (i) any change in the constitution or winding up of the Borrower / the Guarantors or any absorption, merger or amalgamation of the Borrower / the Guarantors with any other

company, corporation or concern; or (ii) any change in the management of the Borrower / the Guarantors or take over of the management of the Borrower / the Guarantors by Central or State Government or by any other authority; or (iii) acquisition or nationalisation of the Borrower / the Guarantors and/ or of any of its undertaking(s) pursuant to any law; or (iv) any change in the constitution of the Bank; or (v) bankruptcy / insolvency / death of the Guarantors / the Borrower; or (vi) the absence or deficiency of powers on the part of the Guarantors to give guarantees and/or indemnities or any irregularity in the exercise of such powers. The Guarantors undertake not to revoke this Guarantee during the subsistence of the Loan Terms.

18. This Guarantee shall be a continuing one and shall remain in full force and effect till such time the Borrower repays / pays in full the Facilities together with all interest, commission, costs, charges, expenses and all other monies, whatsoever stipulated in or payable under the Loan Terms and/or the other Transaction Documents.

19. The Bank shall be entitled to exercise general lien and/or adjust, appropriate or set off all securities / deposits held by the Bank to the credit of or the benefit of the Guarantors on any account or otherwise howsoever towards the discharge and satisfaction of the liability of the Guarantors under this Guarantee.

20. Any admission or acknowledgement in writing given or any part payment made by the Borrower in respect of the Facilities shall be binding on the Guarantors and shall be treated as given on behalf of the Guarantors also.

21. This Guarantee is in addition to and not by way of limitation of or substitution for, any other guarantee(s) that the Guarantors may have previously given or may hereafter give to the Bank (whether alone or jointly with other parties) and this Guarantee shall not revoke or limit any such other guarantee(s),

22. Any demand for payment or notice under this Guarantee shall be sufficiently given if sent by post to or left at the last known address of the Guarantors and such demand or notice shall be assumed to have reached the addressee in the course of post, if given by post, and no period of limitation shall commence to run in favour of the Guarantors until after demand for payment in writing shall have been made or given as aforesaid and for proving that such demand / notice has been sent (when sent by post), it shall be sufficiently proved that the envelope containing the demand / notice was posted and a certificate by any official of the Bank that to the best of his /her knowledge and belief, the envelope containing the said demand / notice was so posted shall be conclusive as against the Guarantors, even though it was returned unserved on account of refusal of the Guarantors or otherwise.

23. This Guarantee shall be governed by and construed in accordance with the laws of India.

24. The Guarantors agree that any legal action or proceedings arising out of this Guarantee may be brought by the Bank, in its absolute discretion, in any competent court, tribunal or other appropriate forum having jurisdiction. The Guarantors shall not exercise any rights which they may have acquired by way of subrogation or otherwise, or take any action or make any claim in competition with an action or a claim of the Bank.

25. Any provision of this Guarantee which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of this Guarantee or affect such provision in any other jurisdiction.

26. The Guarantors hereby agree, confirm and undertake that :

- (A) the Bank shall, as the Bank may deem appropriate and necessary, be entitled to disclose all or any : (i) information and data relating to the Guarantors; (ii) information or data relating to this Guarantee or any other securities furnished by the Guarantors in favour of the Bank; (iii) obligations assumed / to be assumed by the Guarantors in relation to the Facilities under this Guarantee or any other securities furnished by the Guarantors for any other credit facility granted / to be granted by the Bank; (iv) default, if any, committed by the Guarantors in discharge of the aforesaid obligations, to Credit Information Bureau (India) Limited ("CIBIL") and any other agency authorised in this behalf by Reserve Bank of India ("RBI");
- (B) CIBIL and / or any other agency so authorised may use, process the aforesaid information and data disclosed by the Bank in the manner as deemed fit by them;
- (C) CIBIL and / or any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to the Bank / financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf;
- (D) the information and data furnished by the Guarantors to the Bank from time to time shall be true and correct.

27. All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the Loan Terms.

28. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Guarantee to any person without any consent of or intimation to the Borrower and /or the Guarantors.

29. Where there is more than one Guarantor for the Facilities, each of the Guarantors shall (whether or not the other Guarantors has/have also executed this Deed, or different guarantee agreements/deeds, in favour of the Bank) be jointly and severally liable to the Bank for performance of all obligations under this Guarantee.

30. Notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable law, or any terms and conditions to the contrary contained in the Loan Terms, the Transaction Documents and/or this Guarantee, ICICI Bank may, at its absolute discretion, appropriate any payments made by the Borrower/s or Guarantors and any amounts realised by ICICI Bank by enforcement of security or otherwise, towards the dues payable by the Borrower/s to ICICI Bank under the Loan Terms and/or any other agreements whatsoever between the Borrower/s and ICICI Bank and in any manner whatsoever. Notwithstanding any such appropriation by ICICI Bank towards settlement of any dues payable by the Borrower/s to ICICI Bank under any other agreements between the Borrower/s and ICICI Bank, the Guarantors shall continue to remain liable to ICICI Bank for all outstanding/remaining amounts comprising the Borrower/s' Dues.

The Guarantors acknowledge and confirm that the Guarantors have read and understood all the Loan Terms as set out and/or referred to in the Application submitted by/on behalf of the Borrower to ICICI Bank.

G15

INITIALS

G16

**SCHEDULE**

**1. PLACE OF EXECUTION**

At [ \_\_\_\_\_ ] in the State of [ \_\_\_\_\_ ]

**2. DATE OF EXECUTION OF THIS GUARANTEE**

On the \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_\_.

**3. BORROWER/S' APPLICATION NUMBER AND DATE**

No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_\_.

**4. ADDRESS OF BRANCH / OFFICE OF THE BANK**

\_\_\_\_\_

**5. DETAILS OF THE GUARANTORS**

\_\_\_\_\_ LIMITED, a company within the meaning of the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_.

The expression "Guarantors" shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns.

OR

Mr. / Ms. \_\_\_\_\_, age \_\_\_\_\_ yrs., son / wife / daughter of \_\_\_\_\_, residing at \_\_\_\_\_; Mr. / Ms. \_\_\_\_\_, age \_\_\_\_\_ yrs., son / wife / daughter of \_\_\_\_\_, residing at \_\_\_\_\_, at present carrying on the business at \_\_\_\_\_ in partnership under the firm, name and style of \_\_\_\_\_ M/s. \_\_\_\_\_, which is registered under the Indian Partnership Act, 1932.

The expression "Guarantors" shall, unless it be repugnant to the subject or context thereof or as the context may permit or require, include any or each of them and survivor(s) of them or the partner(s) from time to time and their respective heirs, legal representatives, executors, administrators and permitted assigns.

OR

Mr. / Ms. \_\_\_\_\_, age \_\_\_\_\_ yrs., son / wife / daughter of \_\_\_\_\_, residing at \_\_\_\_\_, at present carrying on the business at \_\_\_\_\_ as sole proprietor / proprietress under the firm name and style of M/s. \_\_\_\_\_.

The expression "Guarantors" shall, unless it be repugnant to the subject or context thereof, includes his / her heirs, legal representatives, executors, administrators and permitted assigns.

OR

Mr. / Ms. \_\_\_\_\_, age \_\_\_\_\_ yrs., son / wife / daughter of \_\_\_\_\_, residing at \_\_\_\_\_ for self and as the Karta of his / her joint HUF, and carrying on the business at \_\_\_\_\_ as joint HUF business under the firm name and style of \_\_\_\_\_, and Mr./ Ms. \_\_\_\_\_, son / wife / daughter of \_\_\_\_\_, age \_\_\_\_\_ yrs., residing at \_\_\_\_\_, Mr./ Ms. \_\_\_\_\_, age \_\_\_\_\_ yrs., son / wife / daughter of \_\_\_\_\_, residing at \_\_\_\_\_, in their capacity as adult members of the aforesaid joint HUF.

The expression "Guarantors" shall, unless it be repugnant to the subject or context thereof or as the subject may permit or require, mean Karta and any or each of the aforesaid adult members of the joint HUF and the survivor(s) of them and his / her / their respective heirs, legal representatives, executors, administrators and permitted assigns.

OR

Mr. / Ms. \_\_\_\_\_, age \_\_\_\_\_ yrs., son / wife / daughter of \_\_\_\_\_, residing at \_\_\_\_\_, Mr. / Ms. \_\_\_\_\_, age \_\_\_\_\_ yrs., son / wife / daughter of \_\_\_\_\_, residing at \_\_\_\_\_.

The expression "Guarantors" shall, unless it be repugnant to the subject or context thereof or as the subject may permit or require, mean any or each of the aforesaid individuals and shall include his / her / their respective heirs, legal representatives, executors, administrators and permitted assigns.

G17

INITIALS

G18

OR

Mr. / Ms. \_\_\_\_\_, age \_\_\_\_\_yrs., son / wife / daughter of \_\_\_\_\_,  
residing at \_\_\_\_\_, Mr. / Ms. \_\_\_\_\_, age  
\_\_\_\_yrs., son / wife / daughter of \_\_\_\_\_, residing at \_\_\_\_\_ /  
\_\_\_\_\_ Limited, a company incorporated under the  
Companies Act, 1956 and having its Registered Office at \_\_\_\_\_, in their / its capacity as trustees for  
\_\_\_\_\_ trust, registered under the \_\_\_\_\_ Trust Act, \_\_\_\_\_ and having its  
principal office of business at \_\_\_\_\_.

The expression "Guarantors" shall, unless it be repugnant to the subject or context thereof, include the trustee(s) for the time being  
thereof and its successors and permitted assigns.

OR

\_\_\_\_\_, a society registered under the \_\_\_\_\_ Co-operative Societies Act, \_\_\_\_\_  
and having its Registered Office at \_\_\_\_\_.

The expression "Guarantors" shall, unless it be repugnant to the subject or context thereof, include its successors and permitted  
assigns.

**6. DETAILS OF THE BORROWER**

Name of individual/firm/society/company/trust/HUF: \_\_\_\_\_

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

Names of all partners/trustees/karta/members (as applicable): \_\_\_\_\_

**7. AMOUNT OF THE FACILITY**

Loan of Rs \_\_\_\_\_ million (Rupees \_\_\_\_\_ only)

**8. SPECIFIC PROVISIONS**

FOR HUF :

- (a) The Guarantors represent, warrant and confirm to the Bank that :
  - (i) there are \_\_\_\_\_minor members of their joint HUF known as \_\_\_\_\_ HUF (the "HUF") / there are no minor members  
of their joint HUF known as \_\_\_\_\_ HUF (the "HUF");
  - (ii) as of date, the signatories of this Guarantee are the only adult members of the HUF at present;
  - (iii) the business carried on under the name and style of \_\_\_\_\_ is the joint family trade and is binding on  
the minor members, if any, being ancestral trade / business;
  - (iv) this Guarantee has been entered into for and on behalf of the HUF and the security created hereunder is in the course of the  
HUF business / trade referred to above;
  - (v) the HUF business / trade mentioned above is being conducted and managed by the adult members of the HUF and all of  
them have been jointly and individually empowered to issue this Guarantee and execute all necessary instruments, deeds,  
documents and writings and do all such acts, things and deeds as are necessary or incidental to secure the repayment /  
payment of all the monies in respect of the Facilities, on behalf of the HUF.
- (b) The Karta, acting for the HUF and in his personal capacity, and the other adult members of the HUF also hereby indemnify  
and keep the Bank indemnified against all actions, claims, demands, proceedings, losses, damages, costs, charges and  
expenses whatsoever which the Bank may at any time incur, suffer, pay or sustain as a consequence of or by reason of or  
arising out of the transactions contemplated in this Deed, and hold themselves personally liable, jointly and severally, in  
respect of all transactions or obligations contemplated / incurred under this Guarantee.

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INITIALS

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INITIALS

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INITIALS

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- (c) The Bank shall at all times be informed of any changes in the constitution of the HUF by furnishing necessary documents and writings.
- (d) The security created hereunder shall be enforceable against the Karta or any succeeding Karta of the HUF and against any or each of the adult members of the HUF and shall not be affected by any change in the constitution of the HUF and shall be binding on the HUF, its estate, effects and successors.

FOR PARTNERSHIP FIRM :

- (a) Mr. / Ms. \_\_\_\_\_, Mr. / Ms. \_\_\_\_\_ and Mr. / Ms. \_\_\_\_\_ represent and warrant that :
  - (i) \_\_\_\_\_, the minor(s), has /have the benefits of the partnership firm known as \_\_\_\_\_;
  - (ii) As of date, the signatories of this Guarantee are the only partners of the aforesaid firm;
- (b) Mr. / Ms. \_\_\_\_\_, Mr. / Ms. \_\_\_\_\_ and Mr. / Ms. \_\_\_\_\_ hereby confirm, undertake and agree that :
  - (i) they shall advise the Bank in writing of any changes which may take place in the constitution of the partnership;
  - (ii) they will not dissolve / reconstitute the partnership firm without the approval of the Bank;
  - (iii) the aforesaid partners are jointly and severally liable to the Bank for repayment / payment of all amounts in respect of the Facilities to the Bank as also performance of all obligations under this Guarantee;
  - (iv) any modifications / amendments carried out by the partners in the constitution of the partnership shall not be binding on the Bank if made without the approval of the Bank.

**IN WITNESS WHEREOF** the Guarantors have caused this Guarantee to be executed on the day, month and year hereinabove written in the manner hereinafter appearing.

**Signature of 1<sup>st</sup> Guarantor :** \_\_\_\_\_ (GS1)

**Signature of 2<sup>nd</sup> Guarantor :** \_\_\_\_\_ (GS2)

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

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

**In case of partnership/ HUF/ association of persons:** For and on behalf of [\_\_\_\_\_] and each of the following partners/members of the firm/HUF/association:

\* \_\_\_\_\_

**\*\*Name**

**Signature**

[\*Names of all partners/members to be specified.

\*\*Signature by all the Partners/members is required]

**In case of company/society/ trust:**

For and on behalf of [\_\_\_\_\_]

**Seal to be affixed on the side :**

\_\_\_\_\_  
(GS1)

**Name of the Authorised Signatory:**

**Designation:**

Date:

Place

**Date and details of the authority letters or resolutions, if any, authorising the execution of this Guarantee:**

1. Date: \_\_\_\_\_ passed/issued by: \_\_\_\_\_

2. Date: \_\_\_\_\_ passed/issued by: \_\_\_\_\_

\_\_\_\_\_  
(GS1)

**Name of the Authorised Signatory:**

**Designation:**

**SURRENDER LETTER**

To:  
ICICI Bank Limited,  
ICICI Bank Towers,  
Bandra Kurla Complex,  
Mumbai - 400 051.

Dear Sirs,

Subject: Surrender of the Product(s) to ICICI Bank

This is in connection with the Facility of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) obtained by me/us from ICICI Bank pursuant to my/our Credit Facility Application No. \_\_\_\_\_ dated \_\_\_\_\_ (the “**Application**”) submitted to ICICI Bank.

I/We hereby voluntarily surrender the Product(s), details of which are set out below, to ICICI Bank (or any collection/enforcement/repossession agency nominated by ICICI Bank) in accordance with the ICICI Bank’s rights in accordance with the Loan Terms, as specified/referred to my/our aforesaid Application, and the Deed of Hypothecation dated \_\_\_\_\_ executed by me/us in favour of ICICI Bank, whose terms and conditions I/we have violated by defaulting on the repayment of the Facility and all other monies payable in respect thereof to ICICI Bank.

Description: \_\_\_\_\_ (as per invoice/proforma invoice/quotation)  
Engine/Chassis/Model No: \_\_\_\_\_ Registration/Serial No: \_\_\_\_\_  
Address where product is already kept/fixed/located OR is to be normally kept/fixed/located :  
\_\_\_\_\_  
Landmark: \_\_\_\_\_.

Name of Borrower:  
Address:

I/We further understand and agree that if I/we am/are able to pay the entire Facility amount, together with all interest and all other monies outstanding in connection therewith, to ICICI BANK within a period of seven days, ICICI BANK will return the said Product(s) in an “as-is-where-is” condition.

Yours faithfully,

\*\*For and on behalf of \_\_\_\_\_

\_\_\_\_\_  (SA6)

Name: \_\_\_\_\_ (of signatory **OR** individual borrower).  
Designation: \_\_\_\_\_ (if signed on behalf of a company/partnership/ proprietary concern/trust/HUF/society).  
Place:  
Date:

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**MEMORANDUM**

(¹ IF DOCUMENTS ARE SIGNED IN VERNACULAR LANGUAGE OR BY VISUALLY HANDICAPPED / ILLITERATE PERSONS)

To :  
ICICI Bank Limited  
ICICI Bank Towers,  
Bandra Kurla Complex,  
Mumbai - 400 051.

Dear Sirs,

I, \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, aged \_\_\_\_ years and residing at \_\_\_\_\_, do hereby state, declare and solemnly affirm as follows:

I have read out and explained all of the contents of ICICI Bank's Credit Facility Application Form and ICICI Bank's (All-India) Standard Terms And Conditions For Facilities For Purchase Of/Against Products, as referred to in the application form, the unattested Deed of Hypothecation, irrevocable power of attorney and all other documents incidental to applying for, and availing of, the Facility (as defined in the Credit Facility Application Form) from ICICI Bank Limited to Mr./ Ms. \_\_\_\_\_ in <sup>2</sup> \_\_\_\_\_ language and he/ she has confirmed to me that he/she has understood all of such terms and conditions (as specified/referred to in the Credit Facility Application Form and all other documents being executed/submitted by him/them to ICICI Bank) and have agreed to abide by all of such terms and conditions for the Facility. Pursuant to the same, he/she has affixed his / her signature/thumb impression herein below as well as on the application form and such other documents as referred to above.

Yours faithfully,

Signature/ Thumb Impression of the Borrower / third party security provider: \_\_\_\_\_  (SA7)

I hereby confirm that whatever I have stated hereinabove is true and correct to the best of my knowledge and belief.

Dated this \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

\*\*Relation to Applicant:

\*\* *the DMA/DSA who has approached the client signs this declaration in absence of a relative.*

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<sup>1</sup> Documents which are signed by borrower / third party security provider

<sup>2</sup> specify language – to be deleted if declaration is not for vernacular lang.

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