

Guidance to all Asset Customers under Code of Bank's Commitment to Micro and Small Enterprises

Sharing of Information with Credit Information Companies

We wish to advise that the Bank is member of some credit information companies (as licenced by RBI under Credit Information Companies (Regulation) Act, 2005) and is required to disclose and furnish to such credit information companies information and data relating to:

- (a) the Borrower;
- (b) any credit facility availed of/to be availed, by the Borrower;
- (c) obligations assumed/to be assumed, by the Borrower; and
- (d) default, if any, committed by the Borrower, in discharge of its such obligation.

We further wish to advise that such credit information companies:

- (a) may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
- (b) may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf.

Guarantees

We wish to advise that if you want us to accept a guarantee or other security from someone else for your liabilities, we request your permission to give confidential information about your finances to the guarantor(s) or to their legal adviser.

We will also

- (a) encourage the guarantor(s) to take independent legal advice to make sure that they understand their commitment and the possible consequences of their decision (where appropriate, the documents we ask them to sign will contain this recommendation as a clear and obvious notice);
- (b) tell the guarantor(s) that by giving the guarantee or other security they may become liable as well as you;
- (c) give a copy of the terms and conditions of the loan sanctioned/loan agreement to the guarantor(s) of the credit facility availed;
- (d) send a copy of the annual statement of account of your term loans/demand loans to the guarantor(s) of the loan.

Central Registry

The Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) is a company licenced under Section 25 of the Companies Act, 1956 and registered by the Registrar of Companies, New Delhi. CERSAI was promoted by central government to prevent frauds involving multiple lending by different banks on the same immovable property. Any person can also search and inspect the records maintained by the Registry on payment of fees prescribed under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest (Central Registry) Rules. We wish to advise that your records will also be available to others on this platform.

Credit Information

When you apply for credit facility from us, we will on request, and on payment of prescribed fee, furnish you a copy of the credit information obtained by us from the credit information company at the prevailing rate charged by the company.



Most Important Terms and Conditions

- The Bank's facilities are subject to review at anytime
- The documents executed by the Borrower in relation to the said facilities shall continue to be binding on the Borrower
- The facilities shall always be subject to the Bank's overriding right of repayment on demand, including the right to call for cash cover on demand for prospective and contingent liabilities. Further, the Bank shall have an unrestricted discretion to cancel or suspend, or determine whether or not to permit drawings in relation to the facilities
- Drawdown under the advised facilities will be permitted at the Bank's sole discretion subject to availability of funds and compliance by the Borrower of all the terms and conditions of the credit facilities. The Bank reserves the right to amend the rates of interest, commission, discount and charges for all credit facilities as provided hereinabove with effect from a date communicated to the Borrower prior to the amendment taking effect, and thereafter levy such rates from the applicable effective date(s)
- In the event of pre-closure/cancellation/termination/withdrawal, whether in part or in full, of the advised facilities (whether fund based or non-fund based), refund of any commission, charges, discounts etc. charged/paid (including any part thereof) shall be at the sole discretion of the Bank
- Facilities to the Borrower are sanctioned on the understanding that the Borrower will at all times observe and maintain the covenants and conditions. A default at any point of time by the Borrower in all respect of any one or more of the covenants/conditions will make all the Bank facilities payable immediately without any further notice having to be served on the Borrower
- The Borrower should keep the Bank promptly informed about any material adverse event (or any event which is likely to result in a material adverse change) affecting the condition of the Borrower or its subsidiaries, including but not limited to litigation and disputes with Government/regulatory bodies
- Credit facilities must be utilised only for the specific purposes for which they have been granted
- All Reserve Bank of India (RBI) guidelines to be met prior to disbursement of facilities and during the tenor of facilities granted