

**MOST IMPORTANT TERMS AND CONDITIONS (MITC)**  
**KOTAK BUSINESS BANKING ASSETS**  
**BUSINESS LOAN (BL) & BUSINESS LOAN OVERDRAFT (BL OD)**

**Purpose of Loan: -**

Business Loan (BL) and Business Loan Overdraft (BL OD) Facility can be granted to customers for Personal / Business needs and any other purpose which is acceptable to the Bank and is in adherence to instructions issued by Reserve Bank of India from time to time.

**Rate of Interest (ROI): -**

Interest rates on credit facilities are linked to the K-MCLR of the Bank and shall remain fixed for the entire tenor of the Loan/Facility.

**Repayment: -**

All Term Loans are to be repaid by way of Equated Monthly Installments (EMI) over the tenure of the Loan. The Repayment commences from a Date specified by the Bank at the time of disbursement. EMI Due Dates would generally be 1st, 5th, or 10th of a Month as may be chosen by the Borrower and accepted by the Bank. Repayment can be made by way of ECS or Standing Instruction (in case Customer has banking with Kotak Mahindra Bank Limited).

In Overdraft Facility, Interest has to be serviced on a monthly basis. The Amount of Interest Due for a Month would be calculated at the prevailing ROI on the day end debit balances during a Month. The Limit would be reviewed periodically and may be increased or decreased annually or otherwise based on Customer Request or as may be decided by the Bank under intimation to the Customer .

The Loan / Facility will be considered as Fully Repaid only when all the Dues are paid and the Outstanding Loan / Limit amount becomes Zero.

**Loan Tenure: -**

In case of Term Loan, Minimum Tenure is 1 year. Maximum Tenure is 5 years or up to the age of attaining 60 years, whichever is lower. In case of Overdraft Facility, Maximum Tenure is 1 year.

**Security: -**

Generally no collateral security is taken for this type of Loan / Facility. However, the Bank may, at its discretion, stipulate such security of appropriate value as it may deem appropriate.

The Bank may also stipulate a Third Party Guarantee, if deemed fit.

In case the Loan / Facility is secured by Equitable / Registered Mortgage / Extension of Mortgage of the Property, the Borrower should ensure that title to the Property is clear and marketable and the Property is fully constructed and built as per approved plans and permissions.

**Schedule of Charges: -**

01	Processing Fee (Non-refundable)	Maximum 3% of the Loan / Facility Amount (plus GST (Goods and Services tax) and other applicable statutory levies)
02	Documentation Charges	Maximum ` 5000/- (plus GST and other applicable statutory levies)
03	Cheque dishonour Charges	` 750/- (plus GST and other applicable statutory levies) per instance
04	Charges for Copy of any Document	` 500/- (plus GST and other applicable statutory levies) per instance
05	Repayment Mode / Account swap Charges	` 500/- (plus GST and other applicable statutory levies) per instance
06	Charges for Duplicate NOC / No Dues Certificate.	` 500/- (plus GST and other applicable statutory levies) per instance
07	Charges for copy of CIBIL Report (to Customer who has availed Loan / Overdraft from us)	` 50/- (plus GST and other applicable statutory levies) per instance

### Charges specific to Term Loans:-

01	Prepayment Charges	6% of Foreclosure Loan Amount if within lock-in period of 12 months from the date of agreement and 5% of Foreclosure Loan Amount otherwise (plus GST and other applicable statutory levies)
02	Substitute Interest (Penal Interest)	3% p.m. (plus GST and other applicable statutory levies) compounded monthly on the Amount Due but unpaid from the Date of the Amount falling Due till the Date of actual payment
03	Collection Charges (in case of Default)	30% (plus GST and other applicable statutory levies) of Cheque / Instrument Dishonour Charges plus Substitute Interest
04	Charges for Amortisation Schedule/ Account Statement	Free once in a Financial Year. Thereafter, ` 250/- (plus GST and other applicable statutory levies) per instance

### Charges specific to Overdraft Facility: -

01	Annual Review Charges	1.5% of renewal limit or ` 5000/- (plus GST and other applicable statutory levies) whichever is higher
02	Termination Charges	6% of operating limit if within lock-in period of 6 months from the date of agreement and 5% of operating limit otherwise (plus GST and other applicable statutory levies)
03	Non Maintenance of Minimum Credit Turnover Charges	Maximum 1% of sanctioned limit / 12 months (plus GST and other applicable statutory levies)
04	Overline Rate / Penal Interest in case of overline accounts	3% p.m. (plus GST and other applicable statutory levies) over and above the normal OD Rate. This would be charged on the amount over and above the OD Limit
05	Under-utilisation Charges	0.25% of the average operating limit during the quarter, chargeable on a quarterly basis (plus GST and other applicable statutory levies).
06	Charges for Interest Certificate	Free once in a Financial Year. Thereafter, ` 250/- (plus GST and other applicable statutory levies) per instance

### Notes: -

- Stamp Duty on Loan Agreement / Overdraft Agreement / Guarantor Agreement, Registration Charges etc. varies from State to State. Stamping / Notarisation of RBI and other Affidavits as applicable.
- Charges for other Services would be specified as applicable when the Customer applies for those Services and the same shall be payable by the Borrower alone e.g. Revalidation of Sanction, Change in Property, Rescheduling of Loan, Change in EMI Date, Solvency Charges etc.
- Taxes / other statutory levies may be charged to the Borrower if applicable as per Government / RBI directives.
- Bank reserves the right to modify any charges from time to time or to introduce any new charges, as it may deem appropriate and will publish them on the bank's website.

### Personal Insurance: -

Customers can opt for insurance cover on the Life of the Borrower which would cover, depending upon the sum assured, the liability outstanding under the Loan / Facility account at the time of death of the Policy holder. Availing such insurance cover is optional.

### Default: -

In case of Default (i.e., if the Amount Due is not paid by the Due Date), the Bank will try to inform the Customer by Post / FAX / Telephone / E-mail / SMS and/or through authorized representatives appointed for Collection purposes, about repayment of the loan/facility due and payable by the borrower. Any authorized representative so appointed by the Bank, shall adhere to the Board approved Policy on Collection of Dues and Repossession of Security.

### Customer Service:-

For any requirement, you may contact our Customer Care at 1860 266 2666.

**Disclaimer:**  
Credit is at the sole discretion of **Kotak Mahindra Bank Limited** and is subject to Collection and Verification of Documents and other Information, Credit Bureau Checks, Personal Discussion (PD), and other Checks as may be felt necessary by the Bank. The Final Offering may be different from any initially communicated offer. The Bank may make available any information in the Application Form and other Documents submitted to the Bank and information pertaining to the Loan to any institution or body. Bank shall be in no way responsible for non-receipt of intimations/communications to the previously registered Addresses, Phone Numbers, Mobile Numbers, E-mail id, etc. The MITC are only indicative and not exhaustive. For detailed terms and conditions of the loan, please refer to the Loan Agreement. In case of contradiction in the MITC and provisions of the Loan Agreement, provisions contained in the Loan Agreement shall prevail.

Kmbi/BL/OD/MITC-021