

PERSONAL LOAN TERMS AND CONDITIONS (T&C) AS APPLICABLE TO PERSONAL LOAN OF UNITY SMALL FINANCE BANK LIMITED

INTRODUCTION

The person named in the Sanction Letter/Key Fact Statement hereto (hereinafter referred to as the "Schedule") being Borrower and, hereinafter referred to as "Borrower", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, administrators and executors,

In favor of

Unity Small Finance Bank Limited, a company incorporated under the Companies Act, 2013 and a banking company within the meaning of Banking Regulation Act, 1949, having corporate identification number U65990DL2021PLC385568 and registered office at 40, Basant Lok, Vasant Vihar New Delhi-110057 and its corporate office at Centrum House, CST Road, Vidyanagari Marg, Kalina, Santacruz East, Mumbai 400 098 (hereinafter referred to as the "**Bank**").

The terms and conditions ("**Terms and Conditions**") mentioned below shall apply to personal loan product of the Bank. These Terms and Conditions form the contract between the Borrower and the Bank.

ARTICLE 1: DEFINITIONS AND REFERENCE TERMS

The following words/expressions shall carry the meaning ascribed to them throughout the Terms and Conditions unless otherwise stated.

- 1.1 "**Applicable Law**" means and include all applicable statutes, enactments or acts of any legislative body in India, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority and any modifications or re-enactments thereof.
- 1.2 "**Borrower**" means any person, as described in the Sanction Letter or Key Fact Statement as Borrower, and to whom the Loan has been sanctioned by the Bank. The expressions namely "Applicant" or "Borrower", shall include his/her/their respective heirs, executors, administrators and legal representatives and permitted assigns.
- 1.3 "**EMI**" or "**Equated Monthly Installment**" or "**Installment**" means the principal fee and interest therein payable at specific intervals, as per terms of the Sanction Letter/Key Fact Statement during the tenure of the Loan, towards repayment of the Loan.
- 1.4 "**EMI Cycle Date**" means the date chosen by the Borrower as the date of each month within the tenure of the Loan disbursed, on which the EMI amount will be debited from the Borrower's account.
- 1.5 "**First EMI Date**" means the date of first EMI of the Loan, on which the Borrower will pay first EMI to the Bank.
- 1.6 "**e-Mandate**" means the instruction provided, by the Borrower and issued to the Bank where the Borrower maintains the account designated as the Repayment Account, to pay an amount equal to the Installment in favour of the Bank, towards repayment of the Loan.
- 1.7 "**Loan**" means the loan sanctioned by the Bank to a Borrower pursuant to the issuance of Sanction Letter.
- 1.8 "**Loan Amount**" means the amount of the financial assistance as provided for the purpose as mentioned in the Sanction Letter and any other outstandings thereunder.
- 1.9 "**Loan Documents**" means these Terms and Conditions, any and all application forms, Sanction Letter and all other documents, instruments, certificates and agreements executed and/or delivered by the Borrower, or any third party in connection with Loan in favour of the Bank as per terms of the Sanction Letter.
- 1.10 "**Payment**" means the payment towards Installments or charges, i.e., principal, interest, penal charges, Pre-EMI Interest/Broken Period Interest (applicable as per terms of the Sanction Letter or Key Fact Statement) in respect of the Loan through any mode as approved by the Bank.
- 1.11 "**Pre-EMI Interest**" / "**Broken Period Interest**" means interest at the rate mentioned in the Sanction Letter or Key Fact Statement on the Loan amount from the date of disbursement to first EMI Cycle Date.
- 1.12 "**Pre-Payment**" means the part payment or full payment (foreclosure) of the Loan Amount including the Rate of Interest, fee, Pre-EMI Interest and other charges, according to the procedure prescribed in Article 6 of these Terms and Conditions, through any mode as approved by the Bank.
- 1.13 "**Prepayment Charges**" shall mean the charges payable by the Borrower at the time of Prepayment, as given in the Sanction Letter or Key Fact Statement or as may be communicated by the Bank to the Borrower.
- 1.14 "**Rate of Interest**" or "**Interest**" means the rate at which interest on the Loan is payable by the Borrower to the Bank and mentioned in the Sanction Letter, as amended from time to time with prior intimation to the Borrower.

- 1.15 **"Repayment Instruments"** means e-Mandate/UPI/Net banking or /Debit Card/Wallet and for which the Borrower has/have agreed to participate in for facilitating payment of Installments or Interest.
- 1.16 **"Repayment Schedule"** shall mean the schedule as may be communicated by the Bank to the Borrower, in accordance with Installments that will be paid.
- 1.17 **"Sanction Letter"** means the letter issued by the Bank sanctioning the Loan along with the relevant particulars, terms & conditions mentioned in the same, including its amendments or supplements if any.
- 1.18 **"Scheduled Due Date"** means each of the dates as per the Repayment Schedule on which the Installments together with any other costs, charges, fee, and expenses if any, are due and payable by the Borrower to the Bank.

ARTICLE 2: LOAN, RATE OF INTEREST, TAXES ETC.

- 2.1. **Loan:** (a) The Borrower understands and acknowledges that Bank shall have the absolute discretion to accept or reject the Borrower application and sanction/disburse or not sanction the Loan. The Bank shall not be responsible/liable in any manner whatsoever for such rejection or any delay in notifying of such rejection and any costs, losses, damages or expenses, or other consequences, caused by reason of such rejection/non-disbursement or any delay. (b) The Loan provided by the Bank shall be the amount stated in the Sanction Letter which shall be strictly in accordance with the Terms and Conditions mentioned herein below and in other documents executed by the Borrower. (c) The Loan may be disbursed by the Bank in one lump sum or such Installments as may be decided by the Bank. (d) The Bank may require the Borrower to acknowledge the receipt of Loan in such form satisfactory to the Bank in respect of each amount so disbursed.
- 2.2. **Terms of Disbursement and draw downs.** (a) Subject to these Terms and Conditions and in the other Loan Documents, the Bank may extend the Loan to the Borrower up to an aggregate of the principal amount as specified in the Sanction Letter. (b) The Borrower shall utilize the Loan only for the specific purpose as stated in the Loan Documents, and for no other speculative or anti -social purpose whatsoever. In case of balance takeover from any other lender, the disbursement will be by way of cheque / DD / NEFT in favor of the said lender, for account of the loan account of the Borrower. (c) In the event that the Bank is unable to disburse the Loan on the date of signing of this agreement for any technical or other reason whether customer-related or otherwise, then the Repayment Schedule and the Key Fact Sheet (KFS) may be revised accordingly based on the actual date of disbursement. The final Repayment Schedule and Key Fact Sheet shall be shared via email with the Borrower and shall be considered to be an integral part of this Agreement. Further, the Borrower agrees to pay all amounts repayable under the Loan together with all Interest and commission thereon and all actual legal and other costs, payable hereunder and incidental to the Loan, as per such revised Repayment Schedule.
- 2.3. **Rate of Interest:** (a) The Borrower shall pay interest, as specified in Sanction Letter on the Loan, the unpaid due interest and all other outstanding charges and monies. (b) The Bank shall be entitled to revise the Rate of Interest (including benchmark and spread) at any time and from time to time as per its policy and/or applicable laws and regulations, if any, during the tenure of the Loan at its discretion. The Bank shall inform the Borrower about the variation in the Rate of Interest in due course. Upon revision of the Rate of Interest, either the amount of unpaid Installments may be re-computed or the number of Installments may be increased or decreased, as the case may be, in such a manner that the Loan Amount and interest thereon outstanding on the date of revision of the Rate of Interest is equally distributed through each of the unpaid Installments. (c) The Borrower shall pay a non-refundable processing fee and/or service charge and/or commission, as may be specified in the Sanction Letter or Key Fact Statement. (d) The Terms and Conditions entered into between the Bank and the Borrower is purely a financial arrangement, and the Bank shall not be liable to the Borrower for any liability, claim, loss or expense of any kind caused directly or indirectly to the Borrower.
- 2.4. **Direct and Indirect Taxes and Duties:** The Borrower shall pay to the Bank any and all taxes, duties or cess including but not limited to goods and services tax, stamp duty, duties, and/or all other levies and imposts, by whatever name called, payable in relation to the Loan provided by the Bank and/or the services provided pursuant hereto and/or any or all the Loan Documents. The Borrower shall reimburse to the Bank any such amount which may become payable or has been paid by the Bank, as and when called upon to do so by the Bank and if the Borrower fails to pay/reimburse the same, such amounts paid by the Bank shall form part of the principal Loan Amount disbursed.
- 2.5. All Payments shall be made in freely transferable funds without any set off, counter claim or any deduction (except to the extent that the Borrower is required by Applicable Law to make Payment subject to any tax deduction at source under the applicable law). In case any such deductions are made, the Borrower agrees to deliver to the Bank, within the statutory time frame prescribed under the law or 20 (twenty) days of the Payment being made, whichever is earlier, satisfactory

- evidence that the tax has been deducted at source and duly remitted to the appropriate authority.
- 2.6. **Cancellation of Loan:** At any time during the currency of the Loan, the Bank shall have the unconditional right to cancel the Loan by giving a written and/or electronic intimation to the Borrower and recall any or all portion of the disbursed Loan on demand. Any such cancellation shall not discharge any obligation accrued on the Borrower. The Bank shall not be responsible or liable for any cost, loss, damage or expenses or other consequence caused by reason of such cancellation/non-disbursement. From the date of such cancellation of the available limits, the Borrower shall not be able to make any drawdown but shall continue to fulfill his/her obligations under these Terms and Conditions for the Loan Amount already drawn. Further, the Borrower shall not be entitled to cancel the Loan or refuse to accept disbursement of the Loan once the application form submitted by the Borrower is accepted by the Bank, except with approval of the Bank and payment to the Bank of such cancellation or foreclosure charges as may be stipulated by the Bank.
 - 2.7. The Borrower agrees that any failure to disclose any material fact known now or in future may invalidate the application and the Bank would be within its right to put restrictions in the operation of Borrower's account or close it or report to any regulator and/or any authority designated by the government of India/RBI for the purpose or take any other actions as may be deemed appropriate by the Bank if the deficiency is not remedied by the Borrower within the period, as stipulated by the Bank.
 - 2.8. Further the Borrower agrees to furnish such information and/or documents as the Bank may require from time to time on account of any change in law either in India or abroad in the subject matter herein.

ARTICLE 3: REPAYMENT

- 3.1. The Borrower shall pay to the Bank all Installments, inclusive of interest, as per the Repayment Schedule, from the first due date to the last due date as mentioned in the Sanction Letter (as may be required by the Bank to its satisfaction), time being the essence of the contract, by issuing Repayment Instrument to the Bank.
- 3.2. In the event, the first EMI Cycle Date is within a period of 15 (fifteen) days from the date of disbursement of the Loan amount, the Borrower shall be liable to Pre-EMI Interest for the period from the date of disbursement to first EMI Cycle Date, along with first EMI amount on the next EMI Cycle Date to the Bank. The Bank reserves the right to charge a Pre-EMI Interest on the Loan as per criteria that the Bank may define or modify from time to time at its own discretion.
- 3.3. The Borrower understands and agrees that in the event the first EMI Cycle date is after a period of 15 (fifteen) days from the date of disbursement of the Loan amount, the Borrower shall be liable to pay EMI amount on first EMI Cycle Date.
- 3.4. The Borrower shall honor all Payments without fail on the first presentation/Scheduled Due Dates, and Borrower shall not instruct their bankers to stop payment of the Repayment Instrument. All amendments, revisions, re-computations and amendments to the Repayment Schedule shall form part of the Repayment Schedule as if the same were originally part of the Sanction Letter or Key Fact Statement.
- 3.5. The Borrower may not re-borrow any part of the Loan which is repaid. Any amount repaid or prepaid shall reduce the limits available for drawdown.
- 3.6. No notice, reminder or intimation shall be given to the Borrower regarding his obligation to pay the EMIs or any other dues regularly on due date. It shall be entirely the Borrower's responsibility to ensure prompt and regular payment of EMIs.
- 3.7. If the due date for the payment of any EMIs or other dues, payable under these Terms and Conditions, falls on a day which is a Bank holiday at the place where the payment is to be made and electronic processing is also not possible, the Bank will have the discretion to process such remittance on the next succeeding business day.

ARTICLE 4: REPAYMENT INSTRUMENT

- 4.1. All monies payable by the Borrower to the Bank shall be paid using Repayment Instrument at Mumbai or at such office as may be specified by the Bank.
- 4.2. The Borrower hereby authorizes the Bank to present the Repayment Instrument for collection of EMI as per agreed terms.
- 4.3. In the event of a dishonour of a Repayment Instrument, the Borrower shall be liable to pay the cheque bounce charges and/or bank transfer dishonour charges as applicable. The cheque bounce charges/bank transfer dishonour charges will be levied only once and not at every instance of cheque bounce / bank transfer dishonour. The Borrower is aware that dishonour of a Repayment Instrument is a civil wrong and also constitutes criminal offence under Section 138 read with Section 142 of the Negotiable Instruments Act, 1881 and Section 25 of Payment and Settlements Systems Act, 2007.
- 4.4. The Borrower agrees and undertakes to replace/revalidate any of the Repayment Instrument that the Bank may so desire without any protest, contest, demur whatsoever within the time stipulated by the Bank. Should the Borrower wish to swap/interchange the Repayment Instrument from one bank to another, the Borrower may do so by paying to the Bank swap charges as provided in the schedule of charges or per the prevailing rules of the Bank in force

from time to time which shall be displayed in the Bank's website under schedule of charges.

ARTICLE 5: OTHER CONDITIONS

The Borrower shall comply with the following requirements:

- a) Intimate the Bank within 30 (thirty) days from the date of any change in the address or any changes that may take place in the information provided as well as the documentary evidence provided or if any certification becomes incorrect and to provide fresh self-certification along with the documentary evidence as well as any change in the bank account through which the Borrower has/have issued the Repayment Instrument and related instructions.
- b) Continue to allow his salary/income/business proceeds to be deposited in the account from which Repayment Instrument have been issued to the Bank and/or e-Mandate have been issued to the Bank for debit from the Borrower's account for repayment of Loan.
- c) The Borrower shall notify the Bank in writing of all changes in the location/address of office residence/place of business or any change/resignation/termination/closure of employment/ profession /business.
- d) The Borrower shall ensure that no part of the Loan shall be utilized for any illegal, fraud purposes and/or immoral activities, gambling, lottery, races and activities speculative in nature and/or such other activities of similar nature.
- e) The Borrower shall not leave India for employment or business, or long term stay abroad without fully repaying the Loan outstanding together with interest and other dues and charges.
- f) The Borrower will not perform any act which may render him/her a "non-resident" for the purposes of Applicable Law.
- g) In the event of repayment account/s of the Borrower being closed or being shifted from account as per e-Mandate to any other bank, the Borrower shall within 15 (fifteen) days of such closure or shifting of account, arrange to the satisfaction of the Bank any other alternative mode of payment of the Installments either by way of e-Mandate, failing which the Bank would have an option to recall the outstanding Loan of the Borrower.
- h) The Bank reserves the right to and the Borrower consents to, and authorises the Bank to debit its registered accounts at any time for Payments. Such debiting shall not be deemed to be a payment of the amount due or a waiver of any Event of Default.

ARTICLE 6: PRE-PAYMENT

- 6.1. The Borrower shall be entitled after completion of 6 (six) EMIs from the date of disbursement of the Loan,

to prepay all or part of the Loan, subject to payment of Prepayment Charges on the prepaid amount.

- 6.2. In the event of the partial Pre-Payment, the Bank shall be entitled to adjust the amount pre-paid against the amount payable by the Borrower and to reschedule the Repayment Schedule at its sole discretion, and the Borrower agrees to adhere to such altered Repayment Schedule.
- 6.3. Notwithstanding the mode of repayment/payment selected by the Borrower, the Borrower shall continue to remain at all times liable and responsible for ensuring the payment/repayment of all Installments and all other monies in respect of the Loan to the Bank on or before the Scheduled Due Date(s) without any further notice/intimation being given by the Bank.
- 6.4. The Bank may, after completion of 6 (six) EMIs from the date of disbursement of the Loan, at its sole discretion and on such terms as to foreclosure fees, etc., as it may prescribe from time to time, permit foreclosure of the loan at the request of the Borrower. Subject to the Applicable Laws and if permitted by the Bank, the Borrower shall and pay to the Bank such foreclosure charges (as stipulated in Sanction Letter), as amended from time to time.

ARTICLE 7: BORROWER'S REPRESENTATIONS AND WARRANTIES

- 7.1. The Borrower on availing the Loan facility represents to the Bank on a continuing basis as under: (a) That these Terms and Conditions and all documents hereunder, as required, will be valid and binding obligations of the Borrower and enforceable in accordance with their respective terms; (b) That the Borrower does/do not violate any covenants, conditions and stipulations under any existing agreement entered into by the Borrower with any third party, by availing the Loan from the Bank; (c) That there is no insolvency proceeding, action, suit, proceeding or investigation pending or to the knowledge of the Borrower threatened by or against the Borrower or the property of the Borrower before any Court of Law or Government authority or any other competent authority which might have a material effect on the financial and other affairs of the Borrower or which might put into question the validity, enforceability or performance of these Terms and Conditions or any of the terms and conditions contained in any of the Loan Documents; (d) The Borrower shall give Repayment Instrument for the complete repayment of the Loan being fully aware of the fact that dishonor of any Repayment Instrument is a criminal offence under the Negotiable Instruments Act, 1881 and/or The Payment and Settlements Act, 2007 (as may be applicable). No notice reminder or intimation will be given regarding the presentation of the Repayment Instruments by the Bank. Such Repayment Instrument

shall be drawn from such bank and such location as agreed to by the Bank; (e) The Borrower shall at all times abide by the laws in India, and in particular, provisions of the Prevention of Money Laundering Act, 2002; (f) It is fully competent to borrow the Loan as per the applicable laws; (g) No suit is pending in the municipal magistrate's court or any other court of law against the Borrower nor has the Borrower been served with any notice for infringing the provisions of the municipal act or any act relating to local bodies or gram panchayats or local authorities or with any other process under any of these statutes; (h) The Borrower is above 18 years of age; (i) The Borrower is of a good financial standing and in a position to meet his/her ongoing obligations and has not been served with (or threatened with) a notice of insolvency or bankruptcy; (j) No petition has been admitted and/or initiation under the fresh start process or bankruptcy process against the Borrower by an adjudicating authority under the Insolvency and Bankruptcy Code, 2016; (k) The name of the Borrower does not figure in any list of any defaulters circulated by the RBI or any credit information bureau or any other government authority; (l) the Borrower shall not stand surety or guarantor for any third party liability or obligation.

BORROWER'S WARRANTIES:

The Borrower by availing the Loan shall have deemed to have warranted and undertaken to the Bank as follows: (a) Due Payment of Public and Other Demands: That the Borrower has/have paid all public demands such as Income Tax and all the other taxes and revenues payable to the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding. (b) It shall be the Borrower's obligation to keep being acquainted with the rules of the Bank, in force from time to time. (c) To make regular payments to the Bank.

ARTICLE 8: EVENTS OF DEFAULT

8.1. An Event of Default shall be deemed to have occurred under these Terms and Conditions, if: (a) The Borrower commits a breach or fails or neglects to perform, keep or observe any of the conditions set forth herein; (b) Any covenant, representation and/or warranty of the Borrower are found/proved to be incomplete, false or incorrect; (c) If the Borrower fails to deliver Repayment Instrument / payment instruction for the Installments; (d) Any Repayment Instrument / payment instruction issued by the Borrower in favour of the Bank is dishonored by the Borrower's bank; (e) The Borrower fail to pay the Installments or any other payment on the Scheduled Due Dates; (f) Any material information supplied by the Borrower in any application form or any other Loan Documents is found to be untrue, false or incorrect; (g) The Borrower has admitted to any person in writing that the Borrower is

unable to pay the debts and that the Borrower is willing to be adjudged bankrupt; (h) Any proceeding or imminent threat of proceeding initiated against the Borrower, by any party under laws of insolvency or under any other statutory provision(s) or law(s) applicable to the Borrower which may lead to his/her declaration as insolvent or bankrupt; (i) admission and initiation of fresh start process or bankruptcy process against the Borrower by an adjudicating authority under the Insolvency and Bankruptcy Code, 2016; (j) The Borrower dies or is declared insane or is convicted of any offence; (k) Any of the Repayment Instrument / payment instruction delivered or to be delivered by the Borrower to the Bank in accordance hereof, are not encashed/acted upon or dishonored for any reason whatsoever, on presentation being made; (l) Any instruction is given by the Borrower to stop payment on any of the Repayment Instrument / payment instruction; (m) If the Borrower commits a default under any other agreement executed with the Bank or any of its affiliates or group companies; (n) fails to furnish to the Bank an end use certificate of the Loan as and when required by the Bank within 10 (ten) days of receiving the request from the Bank; (o) The Borrower opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever or if the Borrower dies; (p) If any other event has occurred which in the opinion of the Bank jeopardizes its interest or would make it difficult for the Bank to recover the Loan, if timely action is not taken.

8.2. Upon occurrence of any of the Events of Default and at any time thereafter, the Bank shall have the right, but not the obligation to declare all sums outstanding under the Loan, whether due or not, immediately repayable and upon the Borrower failing to make the said payments within 7 (seven) days thereof, the Bank may at its sole discretion (a) Require the Borrower to pay liquidated damages equal to all unpaid Installments which in the absence of a default would have been payable by the Borrower for the full term hereof together with interest stipulated in the Sanction Letter from the date of such declaration till the date of payment and/or realization; and (b) Exercise any other right or remedy which may be available to the Bank under any applicable law.

8.3. The Borrower shall also be liable for payment of all legal and other costs and expenses resulting from the defaults or the exercise of the Bank's remedies.

ARTICLE 9: ASSIGNMENT

9.1. The Borrower shall not be entitled to transfer or assign the Loan. The Borrower expressly recognizes and accepts that the Bank shall be absolutely entitled and shall have full power and authority in respect of the Loan to sell, assign or transfer in any manner or enter

into participation, in whole or in part, and in such manner and on such terms as the Bank may decide, including reserving a right to the Bank to retain its power hereunder to proceed against the Borrower with such purchaser, assignee or transferee, any or all outstanding and dues of the Borrower to any third party of the Bank's choice without reference to or without written intimation to the Borrower. In such event, the Borrower shall substitute the remaining Repayment Instruments/payment instructions in favour of the transferee/ assignee if called upon to do so by the Bank. Any such action and any such sale, assignment or transfer shall bind the Borrower to accept such third party as creditor exclusively or as a joint creditor with the Bank, or as creditor exclusively with the right to the Bank to continue to exercise all powers hereunder on behalf of such third party and pay over such outstandings and dues to such third party and/or to the Bank as the Bank may direct. The third party shall have the authority of the Bank to collect the due amount. The Borrower expressly recognizes and accepts that the Bank shall, without prejudice to its right to perform such activities itself or through its officers or servants, be absolutely entitled and have full powers and authority to appoint one or more third parties of the Bank's choice and to transfer and delegate to such third parties the right and authority to collect on behalf of the Bank all unpaid Installments and to perform and execute all acts, deeds, matter and things connected therewith or incidental thereto including sending notices of demand, attending the residence or office of the Borrower or otherwise contacting the Borrower for receiving the Installments (whether in the name of the Bank or in its own name) from the Borrower, entering into a compromise with the Borrower, giving a valid receipt and granting effectual discharge to the Borrower and generally performing all lawful acts as the third parties may consider appropriate for the purpose.

ARTICLE 10: COMPLIANCE WITH THE REGULATIONS

- 10.1. The Borrower and the Bank agree to comply jointly and severally with all applicable laws and regulations from time to time in force including any amendments, modification or change thereof which may be attracted and the Borrower shall indemnify the Bank in respect of any loss, claim or expense to the Bank as a result of non-compliance with any such laws and regulations.
- 10.2. The amount of Installments shall be increased by incremental taxes, whether sales, excise, security tax or interest tax and other related taxes now levied on this transaction or hereafter to be levied.
- 10.3. The Borrower declares, assures and states that (i) the Borrower is not a director nor a specified near relative of any director of the Bank or any other banks including scheduled co-operative banks, subsidiaries/trustees of mutual funds/ venture capital funds; and the Borrower is not a relative of any senior officer of the Bank, or the director of other banks or relative of director of other banks; (ii) none of the directors of the Bank or their relative or the senior officer of the Bank or his/her relatives, is business partner of guarantor or relative of director of the Borrower or of any other bank.
- 10.4. The Borrower hereby confirms/affirms that the declaration made in this Terms and Conditions or any other Loan documents are true, correct and complete and no material information has been withheld/suppressed. The Borrower also agrees that it is a condition of the grant of the facility that if any statement made with reference to the above is found to be false at any time the Bank shall be at liberty and entitled to revoke the Loan.
- 10.5. Notwithstanding any other provisions of these Terms and Conditions and any rights available to the Bank under the Applicable Laws, the Bank shall, in compliance with RBI's Clarification on Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated November 12, 2021 as amended from time to time and /or as required/ directed by RBI ("RBI IRACP Norms"), classify and notify the Loan as an overdue account under day-end processes on the due date as per Bank's internal processes.
- 10.6. Additionally, and subject to the RBI IRACP Norms and Applicable Laws, the Bank shall classify the Loan as SMA or NPA on the relevant due date in accordance with the day-end process followed by the Bank. The SMA or NPA classification date and asset classification status of the Loan shall be as on the date of the Bank's day-end process for the said Loan. For the purpose of clarity stating below an example: If the due date of a loan account is March 31, 2021, and full dues are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running the day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021. Similarly, if the account continues to remain overdue, it shall get tagged as SMA- 2 upon running day-end process on May 30, 2021 and if it continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021.
- 10.7. **FATCA declaration:** (i) The Borrower confirms that he/she is not a resident of United States of America or a resident for Tax purpose in any country other than India. The Borrower further agrees that the onus on forthwith informing/ notifying any change in this regard is with him. Borrower further confirms that he/she is not a Politically Exposed Person (PEP). (ii) The Borrower

agrees that the information provided as well as documentary evidence provided are to the best of the knowledge and belief are true, correct, complete and that the Borrower has not withheld any material information that may affect the assessment/categorization of the account as a Reportable account or otherwise. (iii) It shall be Borrower's responsibility to educate himself/ herself and to comply at all times with all relevant laws relating to reporting under section 285BA of the Income Tax Act, 1961 read with the rules thereunder. The Borrower shall indemnify the Bank for any loss that may be suffered by the Bank on account of providing incorrect or incomplete information. The Borrower understands and acknowledge that as per the provisions of Income Tax Act, Rules made thereunder and the guidelines issued by RBI in the matter, depending upon the residential status and /or other criteria stipulated therein, the Bank may have to report the details in respect of the account (s) of the Borrower as per the prescribed format to the Central Board of Direct Taxes (CBDT) or other Government agencies to comply with the obligations as per the Inter-Governmental Agreements (IGA) in respect of Foreign Accounts Tax Compliance Act (FATCA) and Common reporting Standards (CRS) and or any other similar arrangements.

ARTICLE 11: FURTHER ASSURANCES

- 11.1. The Borrower shall pay all costs and other expenses incurred by the Bank for enforcing the Terms and Conditions and/or for recovery of the Loan and all amount(s) payable to the Bank.
- 11.2. The Borrower undertakes to indemnify and keep the Bank indemnified in respect of all statements, representations, warranties and undertaking made by the Borrower in the application form, these Terms and Conditions and any other documents submitted by him/her.
- 11.3. In addition to the obligations and documents which the Bank expressly require the Borrower to execute, deliver and perform, the Borrower shall execute, deliver and perform, such further acts or documents which the Bank may reasonably require to effectuate the purposes of these Terms and Conditions or any of the other Loan Documents.

ARTICLE 12: NOTICE

- 12.1. All communications in electronic form as relevant to the Loan and between the Parties shall be in writing and in English or in a language understood by the Borrower. Such communication can be made via hand delivery, email, SMS, WhatsApp, RPAD or courier. For Bank, the communication shall be delivered to their corporate office and to the Borrower at the address as provided in the Sanction Letter and/or in the application form or the last communicated address of

the Borrower.

- 12.2. Notice will be deemed given (i) in the case of hand delivery/email/SMS/WhatsApp being sent and received. If date of receipt is a Bank holiday, notice shall be deemed to have been received on the next day.
- 12.3. The Parties agree that all communications and/or changes to the terms and conditions under these Terms and Conditions will be communicated by the Bank to the Borrower by Email/SMS as per the details provided by the Borrower.

ARTICLE 13: CONSENT TO DISCLOSURE

- 13.1. The Borrower understands that as a pre-condition relating to grant of Loan to the Borrower, the Bank requires the consent of the Borrower for disclosure by the Bank of information and data relating to Borrower, of the Loan availed/be availed of by Borrower, obligations assumed/to be assumed by Borrower in relation thereto and default if any, committed by Borrower, in discharge thereof.
- 13.2. Accordingly, the Borrower has no objection to the disclosure by the Bank of all or any such: (a) information and data relating to Borrower; (b) information or data relating to any credit facility availed/to be availed by Borrower; (c) information and data relating to obligations assumed by Borrower in relation to the Loan/credit facility(ies) granted/to be granted the Bank; and (d) information and data relating to default, if any committed by Borrower in the discharge of such obligation, as the Bank may deem appropriate and necessary to disclose and furnish to any agency as the Bank feels appropriate and proper or as authorized by RBI, with its group companies/affiliates, service providers, rating agencies, partners, banks, financial institutions, credit bureaus, government, statutory authorities, investigating agencies, third parties for fraud detection, anti-money laundering obligations or for other related purposes that the Bank may deem fit and regulatory bodies, etc.
- 13.3. The Borrower authorise the Bank (i) to store the personal information, including when obtained via KYC/e-KYC process, for a period of 5 (five) years or for longer if so regulatorily prescribed from the date of termination or expiry of these Terms and Condition; (ii) to store the photographs and documents submitted with the application and not return the same to the Borrower and (iii) to call/ SMS/ WhatsApp the Borrower in relation to this Loan and/or other products/ services. This consent overrides the registration of the Borrower for DNC/ NDNC registry. Further, Borrower shall not hold the Bank / its group companies liable for use / sharing of this information.
- 13.4. The Borrower declares that the information and data furnished by them to the Bank is true and correct.
- 13.5. The Borrower undertakes and consents that: (a) the TransUnion CIBIL Limited, and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and (b) the TransUnion CIBIL Limited and any

- other agency so authorized may furnish for consideration, the processed data or products thereof prepared by them to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf; (c) Notwithstanding anything to the contrary contained herein or any provisions of any of the laws, the Borrower, as a precondition of the Loan given to the Borrower by the Bank, agrees that, in case, the Borrower commit/s default in the repayment of the amount of the Loan and/or interest thereon or any of the agreed Installments on the Scheduled Due Date/s, the Bank and/or the Reserve Bank of India, shall have an unqualified right to disclose or publish the name of the Borrower as 'defaulters' in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.
- 13.6. The Borrower hereby gives specific consent to the Bank for disclosing/submitting the financial information as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit/ Financial facilities availed from the Bank, from time to time, to any 'Information Utility' ('IU' for brief) as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank, as and when requested by the concerned 'IU'.
- 13.7. The Borrower further agrees to the Bank and/or its affiliates for using the information and for cross selling to Borrower their various products and services from time to time. The Borrower agrees to and subjects himself to the automated processing, automated profiling and to the automated decision made by or on behalf of the Bank.
- 13.8. Additionally, the Bank at its sole discretion by itself or through authorized person, advocate, agencies, credit bureau etc. verify any KYC information or other information given, check credit references, employment details and obtain credit report to determine creditworthiness from time to time.
- ARTICLE 14: MISCELLANEOUS**
- 14.1. The Borrower agrees to execute necessary writings in the form and manner as may be required by the Bank in order to execute his/her Fax instructions to the Bank.
- 14.2. The Borrower agree Bank shall not be liable for any damages, losses (direct or indirect) whatsoever, due to disruption or non-availability of any of services/facilities due to technical fault/error or any failure in telecommunication network or any error in any software or hardware systems beyond the control of the Bank.
- 14.3. The Borrower agrees that the Bank reserves the right to limit the amount and frequency of payments that the Borrower can make, and further reserves the right to alter/amend/modify the limits as imposed by the Bank.
- 14.4. **Interpretation:** When a reference is made in these Terms and Conditions to an Article, Section, or Schedule, such reference shall be to an Article, Section or Schedule contained hereunder unless otherwise indicated.
- 14.5. **Effective Date of Terms:** The Terms and Conditions shall become binding on the Borrower and the Bank on and from the date of execution hereof and shall be in force till all the monies due and payable to the Bank under these Terms and Conditions or any other Loan Document are fully paid to the satisfaction of the Bank.
- 14.6. **Representatives and Assigns:** The Borrower, his/her/their heirs, legal representatives, executors, administrators, and successors shall be bound by all the covenants of these Terms and Conditions.
- 14.7. **Non-Waiver:** Any omission or delay on the part of the Bank, in exercising any of rights, powers or remedy accruing to the Bank, upon failure by the Borrower in the due and punctual fulfillment of the obligations of the Borrower hereunder, shall not be deemed to constitute a waiver by the Bank of any of its rights to require such due and punctual performance by the Borrower.
- 14.8. **Engagement of Specialized Agencies:** The Borrower expressly recognizes and accepts that the Bank shall without prejudice to its right to perform such activities itself or through its officers or servants, be absolutely entitled and have full powers and authority to appoint one or more third party(s) of the Bank's choice and to transfer and delegate to such third party(s) the right and authority to collect on behalf of the Bank all unpaid dues and to perform and execute all act(s), deed(s), matter(s) and thing(s) connected therewith or incidental thereto including sending notices of demand, attending the residence or office of the Borrower or otherwise contacting the Borrower, receiving the outstanding (in cash/through bank draft/cheque) from the Borrower, entering into a compromise with the Borrower and granting the factual discharge to the Borrower and generally performing all lawful acts as third party(s) may consider appropriate for the purpose.
- 14.9. **Governing Law and Jurisdiction:** These Terms and Conditions shall be construed and governed in all respects, including validity, interpretation, and effect in accordance with the laws of India. Subject to the provisions of clause 14.10 below, all disputes arising out of these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the courts or tribunals at such location as provided in the Sanction Letter. The Bank may, however, enforce these Terms and Conditions in any other court, tribunal or other appropriate forum and the Borrower hereby consents to that jurisdiction.
- 14.10. **Dispute Resolution/Arbitration:** (a) All disputes, claims, controversy or difference or questions between the Parties arising out of or relating to the Terms and

Conditions (including a dispute relating to the validity or existence of any loan document) shall be referred to arbitration by a sole arbitrator. The sole arbitrator shall be appointed in the following manner: (i) confirm acceptance of one among the proposed names (as submitted by the Bank to the Borrower) as the sole arbitrator and confirm in writing to the Bank within a period of (10) ten days from the date of notice of the Bank ("**Notice Period**"); (ii) convey objection if any in writing to the Bank, against the proposed names of the sole arbitrator within the notice period. (b) However, if the Bank does not receive any response from the Borrower within the said Notice Period, the Bank shall construe the same to be deemed consent/ acceptance by the Borrower for the appointment of the sole arbitrator as may be decided by the Bank. (c) The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, including the statutory amendments thereof. (d) The venue, place and the seat of arbitration shall be Mumbai and the language of the arbitration shall be English. (e) The award including interim award(s) of the arbitral tribunal shall be final, conclusive and binding on all the parties concerned. (f) The arbitral tribunal may, from time to time, lay down the procedure to be followed in conducting the arbitration proceedings and shall conduct the arbitration proceedings in such manner as it considers appropriate. (g) Nothing contained herein shall be construed as extinguishing, limiting or ousting Bank's rights under the Recovery of Debt and Bankruptcy Act, 1993, Insolvency and Bankruptcy Code, 2016 and/or The Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 if any in connection with recovery of dues under this Terms and Conditions and any other the Loan documents.

- 14.11. **Confidentiality:** The terms and conditions of this document and other agreements/documents executed in pursuance of the Loan shall be confidential and not disclosed by the Borrower to any third party, apart from his/her auditors /chartered accountants.
- 14.12. The Borrower shall forthwith on demand being made, pay to the Bank, on a full indemnity basis, all costs and expenses (including legal costs) incurred and/or to be incurred by the Bank for the enforcement of these Terms and Conditions and realization/recovery of the Loan Amount from the Borrower, if any.
- 14.13. These Terms and Conditions may be amended by the Bank at any time. Any such amendment shall take effect only prospectively i.e. upon the amendment of the Terms and Conditions. However, the Bank shall upon such variation or amendment being made, inform the Borrower in respect of any variation or amendment in the Terms and Conditions and/or other charges as are applicable to the Loan.