

DETAILED TERMS AND CONDITIONS OF PERSONAL/UNSECURED LOAN

1. DEFINITIONS AND INTERPRETATION

For the purposes of these Detailed Terms and Conditions for availing Personal/Unsecured Loan from Bajaj Finance Ltd (hereinafter referred as “BFL” or “Lender”), words and expressions used herein but not defined shall have the same meaning as assigned to them in General Clauses Act, 1897; or unless there is anything repugnant to the subject or context thereof in any other statutory mandate, and the following words and expressions shall have the meanings as set-out in this Terms & Conditions:

I. Definitions

“**Acceptable Means of Communication**” with reference to:

(A) Customer, shall mean:

- (i) a telephonic call on the registered mobile number /landline number of the Customer as provided in the Application Form; or
- (ii) photo / video; or
- (iii) an email on the registered email address of the Customer; or
- (iv) a text message on the registered mobile number of the Customer; or
- (v) a written notice sent by courier / post on the registered postal address of the Customer,
- (vi) text message through chatbot, bitly, social media, such as WhatsApp communication and/or any other electronic communication mode; and/or
- (vii) notification by BFL on its Website;

(B) BFL, shall mean:

- (i) a telephonic call on the designated mobile/landline number of BFL as provided on the Website; or
- (ii) an email on the designated email address of BFL; or
- (iii) a text message on the chatbot; or
- (iv) a written notice sent by courier on the postal designated address of BFL.

“**Affiliate**” means, subsidiary company, holding company and / or associate company of BFL where the terms ‘subsidiary company’, ‘holding company’ and ‘associate company’ shall have the meaning ascribed to such terms in the Companies Act, 2013, as amended from time to time;

“**Applicable Laws**” means the ‘Indian law’, regulation, ordinance, judgement, order, decree, and/or any published directive, guideline, requirement or regulatory/governmental restriction having the force of law applicable at the relevant point of time

“**Application Form**” means, the loan application(s) which is/are submitted to BFL through any of the Mode(s) of Application Submission permitted together with all other information as may be required by BFL in relation to loan.

“**BFL Representatives**” mean employees and/or personnel directly or indirectly engaged by BFL from time to time.

“**Bounce Charges**” means an amount payable by the Customer to BFL as a penalty where the Cheque(s), NACH, or any other Repayment Mode(s) provided by the Customer, is/are returned unpaid and/or not honoured by the bank;

“**Broken Period Interest/Pre-EMI Interest**” is the interest charged from the date of debit of the loan amount from BFL’s bank account to the date of EMI commencement depending on the type of loan (product variant) availed, it will either get deducted from your loan amount or would be included in your first EMI and more particularly stated in Clause 5(d) and (e).

“Business Day” means a day on which BFL and banks are open for business in the concerned State / Union Territory of India where the office of BFL, as stated in the Application Form, is located;

“CD Loan(s)” shall mean the loan(s) availed by the Customer from the BFL for the purchase of consumer durable, digital and/or life style products from the dealer/ merchant outlets empaneled with the BFL;

“Customer/s” means and refers to the individual borrower who along with co-borrower (if any) has been individually and/or jointly sanctioned/granted the loan facility by BFL based on the Application Form submitted by such applicants and co-applicants to BFL for availing of the loan facility and includes the Customer/s legal heirs under applicable laws.

“Due Date”, means, in respect of: (a) the Monthly Installment and/or Outstanding Dues, the respective Date of EMIs; (b) costs, charges and expenses incurred or paid by BFL under the Loan Documents, within seven (7) Business Days from the date on which the Customer has received notice from BFL providing details of such costs, charges and expenses; and (c) any other amount payable under the Loan Documents, the date on which such amount falls due in terms of the Loan Documents, or on demand if the due date is not specified in such Loan Document;

“Disbursement or Disbursal or Disbursement of Loan Amount” are the terms which are synonymously referred in these terms and conditions in order to explicitly refer to the earlier occurrence of either of the following event(s):

- (i) Date of debit of loan amount from BFL’s account for (a) issuance of Account payee cheque/ Pay order/Demand draft in favour of Customer; or (b) effecting online transfer of loan amount to the bank account of Customer; or
- (ii) Date of issuance of Account payee cheque/ Pay order/Demand draft towards the disbursal of loan amount, whether or not received/encashed/acknowledged by the Customer; or
- (iii) Date of effecting online transfer of loan amount to the bank account of Customer, whether or not withdrawn/utilized by Customer.

“Electronic Payment Instruction” means NACH or any other electronic standing instructions, means the electronic clearing services and electronic payment services, notified by the Reserve Bank of India (“**RBI**”) from time to time;

“Flexi Fee” means fee charged to Borrower for availing flexi variant of loan(s) and as mentioned in the Application form and /or MITC

“Flexi Assigned Limit” means the amount of the loan which has been approved by BFL to the Customer over and above the amount of the Loan sanctioned, up to the maximum outer limit as may be prescribed by the Lender as specifically provided in the Application Form and/or MITC.

“Flexi Drawdown” means the loan as may be granted by the Lender to the Borrower for an amount less than or equivalent to the amount prepaid and/or repaid by the Borrower under Flexi Term Loan, or Flexi Hybrid Loan, as the case may be;

“Flexi Fee” means fee charged to Borrower for availing flexi variant of loan(s) and as mentioned in Application Form or MITC.

“Flexi Hybrid Loan” refers to the variant of Loan under which, the Monthly Instalments of the initial term of the Flexi Hybrid Loan, commencing from the date of disbursement of the Loan (“**Initial Tenure**”), shall comprise only of the interest component and during the subsequent term of the Flexi Hybrid Loan, commencing from the expiry of the Initial Tenure (“**Subsequent Tenure**”), the Monthly Instalment shall comprise of principal amount and the interest payable on the Flexi Hybrid Loan;

“Flexi Term Loan” refers to the variant of Loan as specifically detailed under Clause 9 (d) below.

“Loan” means the amount of loan/credit facility provided by BFL to the Customer as mentioned in **the Application form or on the request made by the customer**, which may be either in the form of term Loan or one of the variants or a combination of such variants from the following options as approved by BFL: (a) Flexi Term Loan; or (b) Flexi Hybrid Loan; or (c) personal / unsecured loan(Term Loan)

“Loan Documents” means collectively, the Application Form, MITC, Sanction Letter, these Terms and Conditions and such other documents/terms executed by the Customer in relation to the loan. communications and all such related documents as uploaded or submitted by the Customer either physically or through online process prescribed by BFL;

“Mode of Application” shall mean submission of Application Form for availing of Loan by a Customer by either of the following modes or such other modes as may be as permitted by BFL, from time to time:

- (a) submitting a physical Application Form to an authorized BFL Representative; or
- (b) submitting an online/digital Application Form by submitting one-time password (“**OTP**”) to BFL, in such form and manner as acceptable to BFL; or
- (c) submitting an online/digital Application Form by providing oral acceptance tele calling agents engaged by BFL's or its affiliates or agents, in such form and manner as acceptable to BFL, or.
- (d) By such other mode as prescribed and acceptable to BFL, from time to time.

“Monthly Installments” or “**EMIs**”, means the amount repaid every month by the Customer to BFL comprising of interest, or as the case may be, principal amount of the Loan and/or interest;

“MITC” shall mean the Most Important Terms & Conditions of Loan provided by BFL and agreed by the Customer, along with Application Form or separately.

“Outstanding CD Loan” shall mean the amount(s) outstanding and payable by the Customer to BFL under CD Loan(s) and which, upon the Customer's request for balance transfer, is consolidated by the BFL for such amount as stated in the Application Form and/or MITC;

“Outstanding Dues” means, at any time, all the amounts outstanding and payable or obligations to be performed by the Customer to BFL, pursuant to the terms of the Loan Documents and as stipulated herein and/or any other documents related with the Loan including but not limited to the following: (a) the principal amount and the interest on the Loan;(b) or any debt or liability of the Borrower to the Lender under law or contract or any other finance/credit facility, whether in the form of cash or otherwise, whether secured or unsecured or assigned, or whether payable under a decree or order of any civil court or any arbitration award or otherwise or under a mortgage or pledge or hypothecation (c) all other obligations and liabilities of the Customer indemnities, liquidated damages, costs, charges, erroneous payments received, expenses and other fees and interest incurred under, arising out of or in connection with Loan (either severally or jointly) or incurred by BFL; for the enforcement of and collection of any amounts due under this Loan;

“Penal Interest” means an additional interest/amount payable by the Customer to BFL as a penalty in case of delay in payment of Monthly Instalments, at the rate/amount as mentioned in Application Form and/or MITC.

“Pre-payment Charges” means an amount payable by the Customer to BFL as a penalty for repayment of the Loan amount, either in part or whole/foreclosure, before its scheduled Repayment Date as detailed in the Application Form and/or MITC or as communicated through email / SMS under reference of Loan availed from BFL.

“Repayment Date”: (a) in relation to the Monthly Installments, means the date, on or before which each Monthly Installment is to be repaid by the Customer, as more specifically mentioned in **the Application Form and / or MITC**, commencing from the date of the disbursement of Loan, and includes the due date for the payment of interest on the principal Loan amount payable by the Customer before the commencement of the Monthly Installment; and (b) in relation to the Outstanding Dues, means the date, on or before which the entire Outstanding Dues, is to be repaid by the Customer, as more specifically mentioned in **the Application Form and/or MITC**.

“Repayment Modes” means the payment of the Monthly Installments and the Outstanding Dues, as the case may be, by any of the physical or electronic modes, such as: (a) Electronic Payment Instructions or National Automatic Clearing House (“**NACH**”); (b) National Electronic Fund Transfer in terms of the regulations (“**NEFT**”) or real time gross settlement (“**RTGS**”) or instant real time inter-bank electronic fund transfer system (“**IMPS**”) in terms of the regulations and directions issued by RBI or any regulatory or statutory body; (e) Standing instructions at the bank, (f) Cheque(s) and (g) Any other instrument suitable and acceptable to BFL from time to time.

“Sanction Letter” means the sanction letter, issued to the Customer regarding the sanction of the Loan, as amended, modified, varied and supplemented including, any subsequent sanction letter(s) issued by the BFL regarding the Loan from time to time.

“Terms and Conditions” means the terms and conditions set out herein, in connection with the Loan, as may be amended and/or modified by BFL from time to time.

“Total Withdrawable Amount” means the total Loan amount that can be withdrawn by the Customer under the Flexi Term Loan and Flexi Hybrid Loan variants, from time to time as per the repayment schedule.

“Website” means the website of BFL presently being www.bajajfinserv.in/finance including the microsite if any or such other website to be so intimated by BFL from time to time.

2. SCOPE

- a) These Terms and Conditions shall be in addition and not in derogation to the terms set out in the Application Form, Sanction Letter, the MITC and such other terms and conditions as may be agreed between BFL and the Customer and communicated to the Customer by BFL from time to time, through Acceptable Means of Communications. These Terms and Conditions, in itself, shall not create, transfer or record any rights or obligation of BFL, and shall be read along with the provisions of the Application Form, Sanction Letter, MITC and the Transaction SMS, as the case may be.
- b) The Terms and Conditions applicable to the Loan have been uploaded on the Website and may be downloaded and accessed by Customer from the Website at <https://www.bajajfinserv.in/forms-centre>
- c) A Customer shall be deemed to have read, understood and accepted these Terms and Conditions by consenting to Application Form and MITC. The Loan may be granted to the Customer as per the terms of Loan Documents as may be applicable and executed by the Customer and is subject to the internal policies of BFL. The Loan may be granted at the sole discretion of BFL, subject to the terms of the Loan Documents, along with the following conditions:
 - i. The Customer should be at least 18 (eighteen) years of age or above and is of sound mind and has read and understood the Loan Documents. A translated copy of this Terms and Conditions in the relevant vernacular language shall be available on BFL’s website and also can be made available to the Customer on demand.
 - ii. The Customer is not an undischarged insolvent and there are no insolvency proceedings pending against the Customer. Further, the Customer has not at any point in time (a) been adjudged as an insolvent, (b) suspended/defaulted on payment to his/her creditors or (c) made or attempt to make, a composition with their creditors; or (d) been convicted by a court.
 - iii. The act of the Customer in applying for Loan through any of the permitted Mode of Application and accepting the MITC provided by BFL, shall be deemed to have read, understood and accepted these Terms and Conditions and MITC’s.
 - iv. The customer agrees that any communications may be provided by BFL through Acceptable Means of Communication and such communication shall be deemed as a valid and authentic communication by BFL, and BFL shall not be responsible liable for any error on the Customer’s part or on the part of the mobile service provider in this regard.
 - v. The Customer agrees that the Loan Documents may be amended and/or modified and/or supplemented from time to time due to any reason including due to any change in the market conditions and the Customer shall be obligated to comply with such revised terms and conditions. Any change to the terms of the Loan Documents shall be communicated to the Customer by way of the Acceptable Means of Communication. The revised terms of the Loan Documents shall be accessed, read and downloaded by the Customer from the Website. The revised terms shall be effective and applicable prospectively. Circulation of the amendment by way of the Acceptable Means of Communication by BFL to the Customer with respect to the revised Loan Documents shall be sufficient intimation to the Customer for effectiveness and applicability of the revised Loan Documents. Such revised Loan Documents shall hold true, valid and applicable with respect to the Loan availed by the Customer and for any new Loan that may be availed by the Customer.

3. LOAN

- a) The new Loan or top Up loan/additional loan or requested for conversion of existing loan variant to other loan variant, for an amount as mentioned in the Application Form or in MITC, may be granted by BFL to the Customer as per terms of the Loan Documents and such other document as may be deemed necessary by BFL and at its sole

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discretion and as per the internal policies, standard practice of BFL. The amount of the credit facility may be enhanced for funding the insurance premium/other products as detailed in the Application Form at the request of the Customer and subject to BFL's approval.

b) The Loan Amount applied for / availed of by the Customer/s shall be the amount specified in the Application Form /request and/or in MITC.

c) The loan limit provided to the Customer shall be as per BFL's internal criteria and at its sole discretion. BFL may at its sole and absolute discretion reduce and/or cancel the loan limit completely or cancel the undisbursed limit at any time, with or without prior notice and without assigning any reason to the Customer including due to reasons deemed fit by BFL and/or default by the Customer on existing Loan(s). The Customer shall be bound by such reduction or cancellation in the loan limit and hereby confirms that BFL shall not be liable to the Customer or any person in any manner whatsoever on its decision to recall or reduce or cancel the loan limit.

d) The usage of the loan amount shall be for the purpose as mentioned in the Application Form/request only and shall not be diverted/ utilized for investment in capital market or for any other speculative, prohibited, fraudulent or unlawful purposes.

e) BFL in its sole and absolute discretion be entitled to terminate/reduce/revoke/block the Flexi Assigned Limit, if any, provided to the Customer(s)

e) In the event the Customer requests the BFL for consolidation and balance transfer of the existing CD Loan(s), the Customer understands, acknowledges and agrees to the following:

(i) the BFL may, at its sole and absolute discretion, consolidate and transfer all the existing and outstanding CD Loans availed by the Customer from the BFL into a consolidated Outstanding CD Loan;

(ii) the consolidation and balance transfer of the CD Loan(s) will not involve a fresh disbursement by the BFL to the Customer, for an amount equivalent to the Outstanding CD Loan;

(iii) pursuant to the consolidation and balance transfer of the existing CD Loan(s) by the BFL, the Loan Account Number ("LAN") issued by the BFL for the existing CD Loan(s) will be closed and the BFL shall allocate a new LAN for the Loan;

(iv) pursuant to the consolidation and balance transfer of the existing CD Loan(s) by the BFL, the Customer shall repay such Outstanding CD Loan in accordance with the repayment terms contained in the Loan Documents; and

(v) while the BFL has agreed to provide Outstanding CD Loan as per the terms of Loan Documents, the Customer's forthcoming monthly instalment (s) under the existing CD Loan(s) may be deducted from the Customer's bank account owing to the cheque or NACH presentation schedule. However, the BFL shall refund to the Customer the amount of monthly instalment (s) so deducted from the Customer's bank account as stated in this sub-clause within 15 (fifteen) days from the date of receipt of such amount by the BFL.

4. DISBURSEMENT:

The disbursement of the Loan shall be as per the instruction of the Customer, in one lump sum or in such instalments as per the details provided under the Application Form and / or MITC, subject to the terms and conditions in these Terms and Conditions and deduction of applicable fees and charges as stated in the Application Form and /or MITC. The Customer agrees that on account of partial disbursement as per request of Customer or pre-payment of Loan amount or on availment of Flexi Drawdown, repayment terms including but not limited to EMI's may be revised at the sole discretion of the BFL and the same shall be informed to the Customer through Accepted Mode of Communication.

a) The Customer/s shall not be entitled to cancel the loan facility or refuse to accept disbursement of the loan facility, except with approval of BFL and payment to BFL of such cancellation or foreclosure charges as may be stipulated by BFL.

b) The disbursement of the Loan amount shall be made in accordance with the RTGS / NEFT/IMPS business hours as notified by the RBI from time to time. BFL shall not in any event or circumstance be liable for any delay(s) in disbursement of the Loan amount on account of technical or system errors. Further, the Customer understands and agrees that in case a top up loan/additional Loan and/or conversion of one loan variant to another, for administrative/operational purposes, upon receiving complete payment into the existing loan account, it shall will be closed, and thereafter new loan account in the name of the Borrower shall will be opened createdbasis the execution of Loan documents.

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c) Notwithstanding anything provided to the contrary, in the event of any incorrect disbursement by BFL, for any reason whatsoever, the Customer hereby agrees unconditionally to cooperate with BFL, take all steps and actions that may be required by BFL and to execute such letters or documents as BFL may require it to do so as to recover or reverse such incorrect disbursement.

5. INTEREST

a) The Customer shall pay interest on the Loan on or before the Due Date at the applicable rate of interest as mentioned in the Application Form, sanction letter and/or MITC ("**Interest Rate**").

b) The Customer/s shall be liable to pay the interest on the loan from the date of Disbursal and at the rate specified in the Application Form and/or MITC. The Interest Rate payable by the Customer/s shall be subject to changes based on guidelines / directives issued by RBI from time to time. Subject to the commencement of Due Date, all interest accruing on Outstanding Dues under the Loan shall accrue from day to day and shall be calculated on the reducing balance.

c) The Interest Rate specified by BFL is fixed rate of interest, unless otherwise expressly mentioned in the Application Form and/or MITC.

d) The Customer shall be liable to pay Broken Period Interest/Pre EMI Interest on the Loan. In the event the first due date for payment of EMI is after a period of 30 (thirty) days from the date of Disbursement of the Loan amount, BFL may deduct upfront interest from the Loan amount or add such amount in Monthly Instalment payable by the Customer, for such additional number of days beyond the aforementioned period of 30 (thirty) days, at the time of Disbursement from the Loan amount.

e) The following is illustration for better understanding of Broken Period Interest/Pre EMI Interest. The figures here are indicative as the Broken Period Interest/Pre EMI Interest amount shall change basis changes in the Loan amount, interest and the other factors stated below:

| | | |
|---|----------------|------------|
| Loan Amount | INR 1,00,000/- | |
| Annualized Rate of Interest | 16% p.a | |
| Scenario | Scenario 1 | Scenario 2 |
| Disbursal Date | 19-Mar-15 | 19-Mar-15 |
| First Due Date | 02-May-15 | 05-May-15 |
| Gap between First Due Date and Loan Disbursal Date(A) | 44 | 47 |
| Days Interest Charged in First EMI (B) | 30 | 30 |
| Broken Period (in days) (A+B) | 14 | 17 |
| Broken Period Interest/Pre-EMI Interest (in INR) | 614 | 745 |

f) In the event of the Customer committing a default in the payment of any sum payable hereunder and/or in relation to the loan or the Customer committing any breach or default of any other condition of these Terms and Conditions/Loan Documents or under any other document in relation to the loan, the Customer shall be liable to pay **Penal Interest** as detailed in the Application Form and/or MITC on outstanding Dues and in respect of the Monthly Instalments or other amount in default, from the date of default till the date of realization by BFL. The payment of **Penal Interest** shall not absolve the Customer of the other obligations in respect of such breach or default or affect the rights of BFL in respect of the breach or default. The **Penal Interest** is subject to change from time to time, by BFL.

g) Interest rate applicable for Personal Loans may vary basis the BFL's internal credit and risk policy and as per basis algorithmic multivariate score card which includes following variables (the variable list mentioned below is not exhaustive):

- Interest rate risk (fixed vs floating loan)
- Credit and default risk in the related business segment
- Historical performance of similar homogeneous clients
- Profile of the borrower
- Industry segment

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- Repayment track record of the borrower
- Secured Vs unsecured loan
- Nature and Value of Collateral Security
- Subvention available
- Ticket size of loan
- Bureau Score
- Tenure of Loan
- Location delinquency and collection performance
- Customer Indebtedness (other existing loans)

The aforesaid variables may be revised from time to time..

6. FEES & CHARGES

a) BFL reserves the right to levy fees and/or charges such as **Penal Interest**, processing fees/convenience fee, additional/annual/quarterly maintenance charges, Bounce Charges, Outstation Collection Charges, Cheque Swap Charges, Pre-payment Charges, activation fee, Flexi Fee, service charges, statement of account charges, repayment schedule charges, foreclosure letter charge, mandate registration charge, mandate rejection charge, other charges etc., and such other charges as specified in the Loan Documents or as may be specified by BFL, from time to time ("**Fees and Charges**"). The fees and charges levied by BFL in pursuance to the Loan Documents shall be **non-refundable and non-transferable in nature**.

b) The Customer shall be liable to pay the fees and charges, as detailed in the Application Form and/or MITC and on BFL Website (<https://www.bajajfinserv.in/all-fees-and-charges>). BFL may during the Loan tenure and at its sole discretion, with prior intimation to the Customer, amend / revise any of the terms and conditions contained herein including the repayment schedule, Interest Rate and/or any Fee and Charges. The Customer hereby acknowledges and agrees to be bound by such revised terms and conditions including repayment schedule, Interest Rate and/or such Fees and Charges. BFL shall ensure that changes in Interest Rate and other Fees and Charges are affected only prospectively. BFL shall notify the same to the Customer through Acceptable Mode of Communication. The Fees and Charges, Broken Period/Pre-EMI Interest and such other amount/charge as specified in the Application Form and/or MITC applicable on the Loan and payable by the Customer at the time of disbursement, may be adjusted against the amounts to be disbursed under the Loan.

c) BFL in addition of recovery of EMI's and Outstanding Dues, shall be entitled to recover from the Customer fees and charges as detailed in the Application Form and / or MITC, including but not limited to: (i) the amount payable by the Customer to BFL for replacement or exchange of the cheques submitted by the Customer ("**Cheque**") without being required by BFL, ("**Cheque Swap Charges**"); (ii) the amount payable by the Customer to BFL as a fee for outstation Cheques submitted by the Customer ("**Outstation Collection Charges**"); and mandate rejection service charges

7. REPAYMENT

a) The Customer shall be liable to repay the Monthly Instalments and the Outstanding Dues to BFL as set out in the Application Form and / or MITC, or, as may be agreed between the Customer and BFL, from time to time during the tenure of loan.

b) Borrower agrees that timely repayment of loan as per the EMI due date is important and necessary to be adhered by Borrower without exception else the loan account shall be flagged as overdue as per the Regulatory guidelines and the same is detailed below for ease of your understanding:

| REGULATORY REQUIREMENT | | ILLUSTRATION |
|--|---|---|
| Classification as Special Mention Account (SMA) / Non-Performing Asset (NPA) | Criteria for classification of Loan Account, is based on <i>Non-receipt of Principal or interest payment or any other amount wholly or partly overdue (shortly referred below as "Loan Dues")</i> | Date of Payment of Loan Dues (January 07, 2022) & its classification upon non-payment |
| SMA-0 | Non-receipt of Loan Dues till 30 days from Due Date | SMA-0: Upto February 05, 2022 |

| | | |
|--------------|--|--|
| SMA-1 | Non-receipt of Loan Dues (for more than 30 days and upto 60 days from the Due Date. | SMA-1: On February 06, 2022, it shall be classified as SMA-1 if complete loan dues are not paid to BFL. |
| SMA-2 | Non-receipt of Loan Dues for more than 60 days and upto 90 days from the Due Date. | SMA-2: On March 08, 2022, it shall be classified as SMA-2 if complete loan dues are not paid to BFL. |
| NPA | Non-receipt of Loan Duesas of 91st day from the Due Date. | NPA: On April 07, 2022, it shall be classified as NPA, if complete loan dues are not paid to BFL. |

b) In case of default by the Customer in repayment of the loan or fall in credit rating or for any other reason deemed fit by BFL, BFL may, at any time, recall / foreclose the Loan/disallow/reject further drawdowns/change the said Loan from one variant to another variant with intimation to the Customer and revise the repayment schedule, in its sole and absolute discretion.

c) The Monthly Instalments shall automatically change by reason of change in any rates, taxes, charges, imposts, levies and monies whatsoever that are or may be levied on the Monthly Instalments. The aforesaid change in the Monthly Instalments shall be effected only prospectively with intimation to the customer.

d) All sums payable by the Customer to BFL shall be paid without any deductions whatsoever and shall be so paid so as to enable BFL to realize the sum on or before the Due Date by any Repayment Mode. Credits/discharge for payments will be given only on realization of amounts due.

e) BFL may, at the request of the Customer in writing, agree to change the Repayment Mode.

f) The existing NACH/ Electronic Payment Instrument provided by the Customer in favour of BFL, can be used by BFL to recover any/ all outstanding amounts in relation to the Loan availed under these Terms and Conditions/ Loan Documents.

g) The NACH and/or Electronic Payment Instrument as may be provided by the Customer shall be open ended and will cover the maximum principal amount under the Loan and other Outstanding Dues thereon. The NACH and/or Electronic Payment Instrument shall be valid for the initial Loan as well as any subsequent loans availed or to be availed by the Customer from BFL, from time to time.

h) BFL shall present such NACH and/or Electronic Payment Instrument from time to time in the Customer's bank account towards payment of the Outstanding amount, with or without advance intimation to the Customer and the Customer shall not claim that the NACH and/or Electronic Payment Instrument given by the Customer is invalid due to any reason whatsoever.

i) The Customer shall ensure availability of sufficient funds in the bank account on which NACH mandate/ Electronic Payment Instrument has been given by the Customer in favour of BFL and the Customer shall not at any time close such bank account and/ or issue any notice instructing BFL to suspend the NACH mandate or instruct the relevant bank to terminate or revoke the NACH mandate, unless customer provides a fresh NACH of another bank for repayment of loan amount. Further, return of the Payment Mandate will result in Bounce Charges being added to the Outstanding Dues.

j) Customer shall forthwith issue fresh Cheques /NACH/ any other Electronic Payment Instructions to BFL in the event of any revision in the repayment schedule. BFL reserves the right to present the Cheques for encashment in case any Outstanding Dues payable by the Customer to BFL is not received by BFL.

k) Any dispute or difference of any nature whatsoever shall not entitle the Customer to withhold or delay payment of any Monthly Instalments or Outstanding Dues and BFL shall be entitled to present the Cheques/NACH or any other Repayment Mode to the bank of the Customer on the Due Dates.

l) BFL shall, at its sole discretion, at multiple occasions and on different dates, present the NACH mandate or any other electronic or other clearing mandate given by the Customer in favour of BFL covering all the Outstanding Dues which returns unpaid, for recovering the Outstanding Dues from the Customer and until realization of all Outstanding Dues, for each return/dishonour. The Customer shall not object to such presentations by BFL for any reason whatsoever.

m) If EMI/Monthly Instalment is presented on non-Business Day and if the same is not cleared by Bank, EM/Monthly Instalment shall be re-presented on immediate next Business day for such EMI/Monthly Instalment payment.

8. PRE-PAYMENT

a) Upon written request of the Customer and upon the Customer making payment of the Pre-Payment Charges detailed in **the** Application Form and/or MITC, BFL may foreclose the Loan by accepting the pre-payment of the Outstanding Dues ("**Foreclosure/Pre-Payment**") as detailed below : -

(a) Foreclosure/Full Pre-Payment

- i. Foreclosure of the Loan, shall be subject to payment of minimum Monthly Installment a and subject to payment of the applicable Foreclosure(Full Pre-Payment) Charges s mentioned in Application Form/MITC.
- ii. For the term loan, , the full Pre-Payment charges as per the rate mentioned in the Application Form/MITC and / or the revised charges if any informed through any Acceptable Means of Communication, shall be applicable on the outstanding loan amount payable by the Customer to BFL on the date of full pre-payment of the loan plus applicable taxes.
- iii. For the Flexi Term Loan and Flexi Hybrid Loan variants, the Foreclosure charges as per the rate mentioned in Application Form and/or MITC and / or the revised charges if any informed through any Acceptable Means of Communication, shall be payable on the Total Withdrawable Amount by the Customer on the date of full pre-payment of the loan plus applicable taxes.

(b) Part Pre-Payment

- i. At the request of the Customer, BFL may accept part Pre-Payment of the Loan provided the amount of part Pre-Payment shall be equal to a minimum Monthly Instalment as specified in the Application Form/MITC and subject to payment of minimum Monthly Installment as mentioned in Application Form/MITC and subject to payment of the applicable Pre-Payment Charges . Based on the part Pre-Payment made by the Customer, either the tenure of the loan specified in the Application Form/MITC shall be reduced to the extent of the part Pre-Payment made or the Monthly Installment amount shall be reduced by maintaining the Loan Tenure with the mutual written consent of BFL and Customer. It is hereby clarified that the condition contained in this Clause shall not apply in case the Customer has availed a Flexi Term Loan or Flexi Hybrid Loan.
- ii. The Customer hereby agrees and acknowledges that Part Pre-Payment of the Loan shall have to be made from the bank account of the Customer,. Any payment made through third party lender by online transfer or by issuance of Demand Draft/pay order shall be considered as a repayment of the Outstanding Due and no further Flexi Drawdown shall be allowed for such payment made (*in case of Flexi Hybrid Loan and Flexi Term Loan*).

9. OTHER ADDITIONAL COVENANTS:

a) If the Customer avails the **Flexi Term Loan**, then:

- (i) The roll over amount / Outstanding Dues shall be reduced on a monthly basis such that the Outstanding Amount shall be reduced to zero at the end of Loan Tenure;
- (ii) The reduction of the roll over amount / Outstanding Dues as provided in Clause above, shall be either through;

a) the equated principle repayment method under which the rollover amount/Outstanding Dues will be reduced/ deducted on an equated basis during the Loan Tenure ('**Equated Principle Repayment Method**'), or

b) the written down value method under which the rollover amount/Outstanding Dues will be reduced/ deducted on reducing balance basis during the Loan Tenure ('**Written Down Value Method**'), as prescribed by the BFL.

(iii) The EMI may comprise of equal instalments or variable instalments or interest only instalments.

(iv) The BFL may, at any time during the Loan Tenure, in its sole and absolute discretion and/or in accordance with the BFL's internal policy, change the Loan variant from Flexi Term Loan to term loan or to such other variant of Loan as contemplated under these terms and conditions and may accordingly revise the EMI and repayment schedule of the Loan. I agree that I shall be bound to pay such revised EMI as per the repayment schedule revised by the BFL. Such revision in the EMI and repayment schedule shall be effective from a prospective date.

b) If the Customer avails the Flexi Hybrid Loan, then:

(i) The Customer shall be obliged to pay EMI comprising only of the interest component, during the Initial Tenure and during the Subsequent Tenure, the EMI shall comprise of the principal amount of the Loan and interest component.

(ii) That during the Subsequent Tenure, repayment of the Outstanding Dues would be in a manner that Outstanding Dues are reduced to zero at the end of Loan Tenure, through Equated Principle Repayment Method or Written Down Value Method, as may be prescribed by the BFL;

(iii) BFL may, at any time during the Loan Tenure, in its sole and absolute discretion and/or in accordance with the BFL's internal policy, change the Loan variant from Flexi Hybrid Loan to term loan or to such other variant of Loan as contemplated under these terms and conditions and may accordingly revise the EMI and repayment schedule of the Loan. I agree to be bound by such revised EMI, as per the repayment schedule revised by the BFL. Such revision in the EMI and repayment schedule shall be effective from a prospective date, which shall have binding effect on me.

c) **Flexi Structure:**

(a) BFL may, at its sole and absolute discretion, grant a Loan to the Customer under the Flexi Term Loan or the Flexi Hybrid Loan on the terms and conditions contained in these Terms and Conditions and the Loan Documents;

(b) The Customer shall be eligible to make Flexi Drawdown under the Flexi Term Loan or the Flexi Hybrid Loan for an amount less than or equivalent to the amount of prepayment made by the Customer under the Flexi Term Loan or the Flexi Hybrid Loan as mentioned in Application Form and / or MITC,

(c) For availing the Flexi Drawdown, following conditions shall apply:

(i) the Customer shall request for a Flexi Drawdown by sending a Communication through Electronic Media, or shall raise request on Mobile/Web Application of Bajaj Finance Ltd as per the prescribed process and it is hereby clarified that BFL reserves the right to either accept or reject Flexi Drawdowns or disallow further Flexi Drawdowns, in accordance with BFL's internal policy or for any other reason deemed fit by BFL in its sole and absolute discretion;

(ii) to pay an additional charge at the rate prescribed by BFL from time to time; and

(iii) that the rate of interest and other repayment terms shall be revised and the same shall be as intimated by BFL to the Customer through Electronic Media;

(iv) BFL reserves the right to either accept or reject Flexi Drawdowns or disallow further Flexi Drawdowns, in accordance with BFL's internal policy or for any other reason deemed fit by BFL in its sole and absolute discretion.

(d) Notwithstanding anything contained herein, BFL shall be entitled to adjust any advance Monthly Instalment and /or security deposit / initial payment made by the Customer towards any Outstanding Dues in such manner and at such time as BFL may determine in its sole discretion.

(e) Any sums received by the BFL from the Customer shall be appropriated in the following manner: (a) Firstly, against interest payment; (b) secondly, against overdue Monthly Instalments; (c) thirdly, against Bounce Charges ; (d) fourthly, against any other charges or any other claim of the BFL on the Customer under the Loan Documents ; and (d) lastly, against principal amount of the Loan.

Notwithstanding the above, the BFL may be entitled to, at its absolute discretion to appropriate amounts received in any order or priority.

- (f) As flexi feature, the Customer can avail partial disbursement of Loan at the beginning and can avail the balance available Loan amount any time thereafter during the loan tenure, as per sole discretion of BFL.
- (g) Customer can request for change of disbursement bank account details any time during the loan tenure as per the process stipulated by BFL, from time to time.

10. DEFAULT

a) The Customer shall be deemed to have committed an act of default, if the Customer does not comply with its obligations as mentioned in these Terms & Conditions as well as Application Form and/or MITC and also on the happening of any one or more of the following events, (each an “**Event of Default**” and collectively “**Events of Default**”):

- (i) The Customer fails to pay any Monthly Installments or the Outstanding Dues on or before the Due Date or commits breach of any of the terms, covenants and/or conditions contained in these Terms and Conditions, Sanction Letter or of any other loan or facility provided by BFL and/or any Affiliates of BFL;
- (ii) there exist any circumstances which in the opinion of BFL prejudicially affects or may affect BFL’s interest or the Customer’s ability to repay the Loan;
- (iii) demise of the Customer;
- (iv) if the Customer commits an act of insolvency or if the Customer is declared insolvent or bankrupt or if a receiver or official assignee is appointed in respect of any property or estate of the Customer or if the Customer asks for any application for declaring himself an insolvent or if an application for declaring the Customer as insolvent is made or any order is passed by any competent court or authority for taking the Customer into insolvency; or
- (v) if any proceedings are pending or threatened against the Customer by any government agency or authority for any misconduct or breach/violation of any law or regulations or code of conduct, etc.
- (vi) if BFL observes any deterioration in credit performance of the Customer

b) **Upon the occurrence of Event of Default**, BFL may:

- (a) accelerate the repayment of Loan including the Outstanding Dues;
- (b) place the Loan on demand or declare all Outstanding Dues payable by the Customer to be due and payable immediately;
- (c) recover the Bounce Charges, **Penal Interest** and any other penal charges from the Customer as mentioned in the Loan Documents;
- (d) exercise such other rights and remedies as may be available to BFL under law during the pendency of the Loan including but not limited to actions under Section 138 of the Negotiable Instruments Act, 1881 and under Section 25 of Payment and Settlement Systems Act, 2007; and/or
- (e) stipulate such other condition(s) or take such other action(s) as BFL deems fit.

11. LIEN/SET-OFF

BFL may, but is not obliged to, exercise lien against any other account held with BFL and/or adjust and set off any Outstanding dues from the Customer from any account with BFL. BFL shall also reserves the right to retain the title deeds or other security documents submitted for any other loan till such time all the outstanding dues are paid by the Customer. BFL may as soon as reasonably practicable after the exercise of such right of set off, notify the Customer of such exercise. In the event of exercise of lien against any other existing account, BFL shall provide a reasonable notice prior to exercise of lien against any account of the Customer.

12. OTHER TERMS

- a) Notwithstanding anything contained in these Terms and Conditions, BFL may at any time in its sole discretion and without assigning any reason whatsoever, may either cancel the disbursement or withdraw the undisbursed sum, if any or call upon the Customer to pay the Outstanding Dues and thereupon the Customer shall within 7 (seven) days of being so called upon pay the whole of the Outstanding Dues to BFL without any delay or demur. The liability of the Customer to BFL shall not be discharged until and unless the Customer has paid or discharged the Outstanding Dues owed to BFL under these Terms and Conditions.

- b) Any statement of account furnished by BFL regarding the Outstanding Dues payable by the Customer shall be binding on the Customer and shall be a conclusive proof of the correctness of the amount mentioned therein. If the Customer desires to clarify any statement, the Customer shall have to furnish to BFL full details of the same within 10 (ten) Business Days from the receipt of the said statement by the Customer, failing which the Customer shall not be entitled to object to the same thereafter. It is however clarified that the Customer shall not be entitled to default or delay the payment of Monthly Instalments on the ground of the statement of account furnished by BFL being inaccurate or any other ground whatsoever.
- c) BFL shall be entitled to destroy the Cheque(s), Loan Documents (if any) in the possession of BFL upon rejection of the application for Loan and/or upon repayment of the Loan together with all costs, charges and expenses, by the Customer at the discretion of BFL
- d) The terms and conditions for the purchase of the products or availing services, if any, by utilization of the Loan shall be independent of Application Form and/or MITC and these Terms and Conditions and BFL shall not be liable for any defect / deficiency in the aforesaid product / services under any circumstances.
- e) The Customer will be liable to repay to BFL the Loan amount along with the interest at the Interest Rate hereto from the date of default till actual payment. In case of death of the Customer, the legal heir/s, legal representative/s, executor/s, administrator/s and permitted assign/s of the Customer shall affect repayment of the balance loan outstanding dues.
- f) Any promotional scheme and/or contest being initiated by BFL for its customers is independent of these Terms and Conditions and shall be governed by the terms and conditions in relation thereto, which shall be carefully read and understood by the Customer in case the Customer decides to participate in such schemes/contests.
- g) BFL shall have the right to cross sell its product and/or other third-party products and services (mutual funds, insurance etc.) and the products and services of its Affiliates or third-party entities, to the Customer along with the Loan. At the request of the Customer, BFL may at its sole discretion also finance the purchase of such cross-sell products/services including insurance premium of an insurance policy. Accordingly, the Customer may be informed through any of the Acceptable Means of Communication defined above.
- h) In case, Customer has chosen an insurance cover and is a member of 'Group Insurance Policy' taken by BFL, BFL shall have the right to appropriate insurance claim paid thereunder or pursuant to cancellation or the surrender value of the Policy towards the Outstanding Dues of any loan(s) availed from BFL. If there is any surplus leftover, it shall be paid to the Customer. If there is any deficit, then the Customer shall be liable to pay entire deficit forthwith.
- i) Wherever the Customer applies and agrees for any cross-sell product, all expenses, charges, fees, and taxes etc. as applicable for such product shall be paid by the Customer. In the event the said charges are paid by BFL, on Customer's behalf, such charges shall also form part of the Loan amount.
- j) The Customer shall pay to BFL the amounts towards the purchase price, insurance premium, and other cross-sell expenses, if applicable, as mentioned above which may be added to the instalments. The purchase price, the insurance premium and other cross-sell expenses (if paid by BFL on Customer's behalf) being a part of Loan may be disbursed by BFL directly to the vendor of the product/service or insurance company and such disbursement shall be considered to be equivalent to the disbursement made to the Customer.
- k) The Customer shall pay any and all duty, Interest, Tax, penalties, fees, impositions and similar taxes & duties including the any charges/fee/levy/tax which are or may become payable in connection with the entry into, performance or enforcement of these Terms and Conditions and/or Loan Documents whether at the time of execution or thereafter and if the aforesaid Duty / Charges / Fees are paid by BFL, BFL shall be entitled to recover the same from the Customer.
- l) The Customer shall provide to BFL the correct Goods and Service Tax ("GST") registration number ("GSTIN") of the Customer, wherever applicable and BFL shall not be responsible for verification of the same. In the event, the Customer fails to furnish the GSTIN to BFL, the Customer shall be treated as unregistered for the purpose of GST.
- m) BFL shall raise an invoice on the Customer in respect of the fees, charges and/or **penal interest** levied as per the Loan Documents. In the event BFL issues a credit note towards adjustment of any discrepancy in the value of invoice raised by BFL and if Customer has failed to adjust the excessive input tax credit claimed by the Customer on account of such discrepancy, the Customer shall pay to BFL the differential input tax credit, within a period of 30 (thirty) days from the date such issue is raised by BFL. In the event

the said amount is not paid by the Customer to BFL, the same shall be a debt due from the Customer and shall be payable forthwith to BFL together with any interest thereon. BFL shall not be liable for any loss of credit arising on account of incomplete, erroneous or wrong details mentioned in the invoice.

- n) Any provision of this Terms and Conditions which is prohibited or unenforceable including without limitation due to any notification, guidelines, circular issued by RBI from time to time, in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or un-enforceability but that shall not invalidate or affect the remaining provisions of this Standard Terms and Conditions nor affect such provision in any other jurisdiction.
- o) Any delay in exercising or omission to exercise any right, power or remedy accruing to BFL under these Terms and Conditions or any other document shall not impair any such right, power or remedy and shall not be construed to be waiver thereof or any acquiescence in any default, nor shall the action or inaction of BFL in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of BFL in respect of any other default.
- p) Any notice to be given to the Customer in respect of these Terms and Conditions/ Loan Documents shall be deemed to have been validly received by the Customer within 48 (forty-eight) hours from the time of posting, if served on the Customer or sent by courier or left at the address of the Customer stated in **Application Form** or at the Customer's existing or last known business or private address.
- q) Without prejudice to all other rights as BFL or any of the third parties appointed by BFL may have under these Terms and Conditions and under law, on occurrence of an Event of Default, BFL, its authorized representatives, agents, and third parties as appointed by BFL are authorised to use the contact details provided by the Customer to get in touch with the Customer (including the authorized signatory(ies)/representative(s), and third parties including the family members of the Customer) whose information the Customer has provided to BFL. Also, the Customer may be sent reminders from time to time for settlement of any Outstanding Dues by post, telephone, e-mail, SMS text messaging via mobile phone.
- r) Upon the occurrence and continuation of an Event of Default, BFL is authorised at any time, without presentment, demand, protest or other notice of any kind to the Customer, any such notice being expressly waived, to set off and to appropriate and apply any and all monies lying or deposited or held by BFL. Notwithstanding any of the provisions of the Indian Contract Act, 1872 or the Applicable Law, or any terms and conditions to the contrary contained in this Terms and Conditions 's, BFL may, at its absolute discretion, appropriate any payments made by the Customer under these Terms and Conditions or any amounts realised by BFL by enforcement of security or otherwise, towards the dues payable by the Customer to BFL under these Terms and Conditions and/or other agreements entered into between the Customer and BFL and in any manner whatsoever.
- s) The Customer agrees and confirms that the BFL shall not be obliged to grant and/or continue the loan facility, if it is apprehended that the terms mentioned in the Application Form and/or MITC or as mentioned herein are not or may not be met to the satisfaction of BFL. The Customer further agrees that, BFL may, absolutely and unconditionally, reduce, revoke, cancel and/or modify any undrawn amount (in whole or part), if any, from the sanctioned loan amount, at its discretion, at any time, without giving any prior notice to the Customer or without assigning any reasons there.
- t) The Customer agrees and confirms that upon accepting these terms and conditions and disbursement of funds by BFL, this transaction shall be treated as conclusive in all respects and there are no other obligations, oral assurances/promises to be fulfilled by BFL and its employees/agents, etc.
- u) Notwithstanding anything contained herein, the gross loan amount/approved loan amount/sanctioned loan amount mentioned in these terms is not final/ conclusive and may be revised by BFL at its sole discretion. Further such amount remains contingent upon BFL's internal credit check and policies and the final approved amount will be communicated to me, through Electronic Media by BFL, in which case such revised amount shall remain final and binding on me.
- v) These terms and the annexures/schedules attached hereto embodies the entire understanding between me and BFL, with respect to the subject matter and shall supersede any/all previous communications, representations or understandings, either oral or written, between the me and BFL, relating to the subject matter hereof.

13. ASSIGNMENT OF RIGHTS

BFL shall at any time, be entitled to securitise, sell, assign, discount or transfer all or any part of BFL's right and obligations under this T&C's or other Loan Documents, to any person(s) and in such manner and on such terms as BFL may decide and it shall be binding on the customer and no intimation will be given to the customer in this respect. The Customer shall not be entitled to directly or indirectly assign or in any manner transfer, whether in whole or part, any rights, the benefit or obligation under the Loan Documents.

14. DISCLOSURE

- a) BFL shall be entitled to obtain and disclose, if required under the Applicable Law or obtaining, of all or any such: (a) information, documents and data relating to the Customer or Loan availed of/to be availed by the Customer; and (b) default, if any, committed by the Customer in payment of Outstanding Dues or discharge of such obligation as BFL may deem appropriate and necessary to disclose and furnish to Credit Information Companies ("CICs"), Central KYC Registry (CKYC), Central Registry of Securitisation Asset Reconstruction and Security Interest of India ("CERSAI") including but not limited to TransUnion CIBIL Limited and/or any other agency authorized in this behalf by RBI and/or under Applicable Law and/or to Information Utilities ("IU") or any other person pursuant to the Insolvency and Bankruptcy Code 2016; and/or to any other statutory or regulatory or law enforcement authority (including Court and/or Tribunals) and/or;
- b) BFL and/or RBI and/ or CICs and/or IU and/or any other agency authorised under the Applicable Law, shall be entitled to publish their name as defaulters in such manner and through such medium as BFL /RBI and/ or CICs/or IU in their absolute discretion may think fit or to use or process the said information/data by RBI/CICs or IU as per Applicable Law.
- c) In case the IU seeks any consent with respect to disclosure of the appropriate details, Customer shall provide such consent not later than 7 days from the date on which the same is sought. In case such consent is not forthcoming, the IU shall be in every right to treat such a consent being accorded by the Customer to disseminate such information as appropriate disclosures.
- d) The information and data furnished by the Customer to BFL shall be deemed to be true and correct. BFL shall be entitled to verify, any information or documents provided to BFL with respect to the Loan, including, but without limitation, verifications with employers, financial institutions, other banks, at the time of the making the application for the Loan or at such intervals as may be decided by BFL.

15. INDEMNITY

- a) The Customer shall indemnify BFL (and its Affiliates) at all times hereafter from and against any and all claims, damages, costs, losses, expenses, suits, proceedings, actions, liabilities, etc. that may have been suffered by BFL and/or its Affiliates by reason of any act/omission by the Customer or default on the part of the Customer under these Terms and Conditions/in respect of the Loan and/or for the recovery of the Outstanding Dues (including legal/attorney fee).
- b) The Customer shall indemnify and keep indemnified BFL and/or its Affiliates from time to time and at all times hereafter and against any and all claims, duties, damages, costs, losses expenses, suits, proceedings, actions, liabilities etc. whatsoever: (a) for/under which BFL and/or its Affiliates may be liable on account of destruction of the Cheques of the Customer at any point of time, whether at the time of availment of facility or any time thereafter; and (b) arising in connection with or relating to any Communications (*as defined below*) provided / received by BFL and/or its Affiliates by Electronic Media *or* Disclosure made by BFL under the reference of these Terms and Conditions and Application Form.

16. ELECTRONIC MEDIA

- a) The acceptance of Application Form and/or MITC and these Terms and Conditions including any addendums hereto through the Website or such other internet or web-based/digital means results in binding obligations between BFL and Customer.
- b) The customer hereby expressly consents for taking his/her photo/video evidencing the conduct of loan transaction by him/her and that such photo/video is unconditionally agreed to be stored and preserved for a period of atleast five (5) years or otherwise from the date of closure of the loan and/or as the law/regulations may so mandate, whichever is higher.
- c) That transmission of these Terms and Conditions, any addendums, instructions, acceptances and communications ("Communications") through electronic means such as e-mail, facsimile, SMS text

messaging, websites, online acceptance, etc. ("Electronic Media") involves a number of risks including fraudulent alterations and incorrect transmissions and absence of confidentiality and despite knowing this, the Customer agreed to receive and provide Communications in relation to the Loan through Electronic Media. The Customer understands and acknowledges that there are inherent risks involved in sending the instructions/communications/documents/ notices via email and /or in any other electronic/written form and hereby agree and confirm that all risks arising therefrom shall be fully borne by the Customer, whether or not it has resulted due to any non-communication, miscommunication, or technological error beyond the control of the BFL. Further, the Customer shall duly inform BFL about any change in the email id/address and indemnify BFL against any non-communication, miscommunication, error, loss and damage and otherwise caused to BFL.

- d) The Customer shall be solely liable for disclosure of any personal/sensitive personal information at any unofficial or unauthorized website/emails/officials, without exercising proper due diligence at the Customer's end.
- e) The Customer shall undertake to only use the official website/links of BFL/its associates/group companies/assigns for availing products/services by inputting the domain information.
- f) The Customer acknowledges the potential risk of data/privacy breach and the Customer undertakes that they shall be solely liable for any unauthorized disclosure/breach of data, etc and any direct/indirect losses suffered by any party due to the same. Hence, the Customer shall exercise utmost caution to ensure that their personal data/sensitive personal data (including but not limited to any passwords, financial information, account details, etc) are NOT shared/stored/made accessible through:
 - i. any physical means with or without the Customers knowledge (disclosure to any person/third party, etc) or
 - ii. any electronic means, without exercising the following precautions/safety measures:
 - iii. The Customer shall always check if "https" appears in any website's address bar before making any online transaction, to ensure that the webpage is encrypted;
 - iv. The Customer shall avoid using third party extensions, plug-ins or add-ons on their web browser, as it may result in the risk of tracking or stealing of personal details;
 - v. The Customer shall always type the information and not use the auto-fill option on web browser to prevent the risk of storage of any personal/sensitive personal information;
 - vi. The Customer shall NOT access darknet, unauthorized/suspicious websites, suspicious online platforms or download applications from unreliable sources.
 - vii. The Customer shall ensure to disable cookies before accessing any domain/website, to ensure that their personal information is not tracked by any third party, unless otherwise consciously permitted by the Customer by accepting the same;
 - viii. The Customer shall NOT respond to any generic emails from an unknown/unidentified source;
 - ix. The Customer shall check the privacy policy of any website/application to know the type of information that may be collected and the manner in which it may be processed before accepting/proceeding/transacting on said website/application;
 - x. The Customer shall always verify and install authentic web/mobile applications from reliable source on your computer/laptop/tab/i-pad/smart phone or any other electronic device;
 - xi. The Customer shall NOT access any unidentified weblinks, bitly or any other electronic links shared over electronic platform (such as email, SMS, social media, websites).
- g) the Customer shall be deemed to understand and agreed to BFL as under: (a) BFL shall be entitled (without being bound to do so) to rely upon the Communications provided through Electronic Media and the records of the Electronic Media received by BFL shall be treated as final, conclusive and binding. (b)The Customer shall ensure that the Communications provided through Electronic Media to BFL are provided by the Customer and BFL shall not be responsible for conducting any verification whatsoever in this regard. (c) BFL shall not be bound to act in accordance with whole or any part of the communications as it may appear in the Communications so conveyed and the same shall be at the sole risk of the Customer. (d) BFL shall not be liable for the consequences of any act or any refusal or omission to act or deferment of action by BFL on basis of the Communications through the Electronic Media. (e)BFL shall not be required to await receipt of the Communications in writing before taking any action in connection with the Communications provided through any Electronic Media and the non-delivery and non-conformity of such Communications in writing shall not in any manner prejudice BFL's rights under these Terms and Conditions or otherwise. (f) BFL may

at any time whatsoever without assigning any reason withdraw or modify or add the facility/ies provided to the Customer in relation to the Communications through Electronic Media.

17. DISPUTE RESOLUTION

- a) Any claims and disputes arising out of or in connection to the Loan, including these Terms and Conditions and/or Loan Documents or its performance thereof shall be referred to a sole arbitrator for adjudication, who shall be appointed in the following manner:
- b) The BFL shall address a notice to the Customer suggesting the names of not more than three arbitrators, from whom, the Customer shall, either:
 - i. Confirm acceptance one among the proposed names as the sole arbitrator and confirm in writing to the BFL within a period of ten (10) days from the date of notice (“Notice Period”); or
 - ii. convey objection if any in writing to the BFL, against the proposed names of the sole arbitrator within the said Notice Period.
- c) However, if BFL does not receive any response from the Customer within the said Notice Period, BFL shall construe the same to be deemed consent/acceptance by the Customer for the appointment of the sole arbitrator.
- d) The venue of arbitration shall be either at Pune or the State capital, at the sole discretion of the BFL. The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 together with its amendments, any statutory modification or re-enactment thereof for the time being in force. The arbitration proceeding shall be conducted in English language. The award of such arbitrator shall be final and binding upon the Customer and BFL. Pending the passing of final award, the Customer shall be liable to perform all its obligations under these Terms and Conditions.

18. GOVERNING LAW AND JURISDICTION

The validity, interpretation, implementation and resolution of disputes arising out of or in connection with this Terms and Conditions shall be governed by Applicable law. That all matters arising out of/in relation to these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts or tribunals (as the case may be) at Pune, Maharashtra, India.

BFL Customer Care Contact details:

For any queries, visit our website <https://www.bajajfinserv.in/reach-us> . Select the <Email Us> tab and follow the directions to get your query resolved. You may also call BFL Customer Care at 8698010101 or visit our nearest branch. This is not a toll-free number and normal call charges will be applicable.