

# **Customer Application Form**

(Personal Loan)

**Application No.:** 88022094526

Applicant Name :

Date: Fri, Oct 24, 2025 1:07 PM

# **Personal Details:**

Full NameDate Of BirthGenderNARMESH NIGAM29-05-2001MALE

Phone Number Alternate Contact Number PAN Number

+91 9608138365 - Not Available BZFPN9625R

Email IDReligionMarital Status- Not Available- Not AvailableSINGLE

Permanent AddressCommunication AddressOffice AddressPAHADPUR WARD-04 PAHARPURPAHADPUR WARD-04 PAHARPUR- Not AvailableSAHARSA 852127 BIHAR (BH)SAHARSA 852127 BIHAR (BH)

Is Your Permanent Address Same As
Communication Address?

- Not Available
Yes

- Not Available

Father's Name Spouse Name Current Employer
- Not Available - Not Available - Not Available

Monthly Take Home Salary Office Email ID Qualification

Purpose Of Facility Add-On Product Proof Of Address

- Not Available

- Not Applicable

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₹NaN/-

- Not Available

- Not Available

- Not Available



**Employee ID** 

Aadhar No/Proof of Identity

**Employment Type** 

- Not Applicable

- Not Available

- Not Available

**Customer Category** 

- Not Available

Citizenship

Indian

**Residential Status**Resident Individual

**Facility Usage:** 

**Utilisation District** 

SAHARSA

Division

PERSONAL LOANS AND CONSUMER LOANS

**Sub Division** 

PERSONAL LOANS AND CONSUMER LOANS

Activity

OTHER PERSONAL LOANS -OTHER THAN TO STAFF

**Loan Details:** 

**Loan Amount** 

Tenure

EMI

- Not Available

0

- Not Available

**Processing Fee(With GST)** 

- Not Available

**Interest Rate** 

0 %

**Enach** 

Bank Name
- Not Applicable

Debit Account Number

**Account Type** 

- Not Applicable

**IFSC Code** 

- Not Available

**EMI First Date**- Not Applicable

- Not Available

**EMI Last Date**- Not Applicable

**Additional Details:** 

Place/City Of Birth\*

**Occupation**BUSINESS ENTITY

Gross Annual Income

- Not Available

Nominee Declaration

**Nominee First Name** 

Nominee Last Name

- Not Available

- Not Available

- Not Available

- Not Available

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Nominee DOB **Experience Education** - Not Available - Not Available - Not Available **Department Company Type** OTHERS - Not Available **Profession** Do You Have Any Existing **Relationship Account Number Relationship With ICICI?** 590701500041 - Not Available Yes I declare that I am not a Relationship Have you been assisted by an ICICI director/relative of director of ICICI Representative? - Not Available Bank/any other bank or senior officer Nο at ICICI bank. I don't declare **Branch ID** NΑ

#### **END USE OF DECLARATION**

I hereby represent, warrant and confirm that the loan has been taken for a valid purpose and is not speculative or illegal in any manner. I also declare that funds under the facility will not be used towards purchase of gold in any form, including primary gold, gold bullion, gold jewellery, gold coins, units of gold exchange traded funds(ETF) and units of gold, mutual funds etc.

The facility either in part or full will not be used for investment in capital market, land acquisition, acquiring equity shares of Indian company/ ies, buyback of shares of Indian company, funding of promoters contribution in the project or any other purpose, which is prohibited or any illegal activity.

I further agree, confirm and undertake that the purpose of use of funds under the loan shall not be changed in any manner during the tenure of loan, or that such change in purpose shall take place only with the prior written permission of ICICI Bank.

I agree that any breach or default in complying with all or any of the aforesaid undertaking(s) will constitute an event of default under the facility documents.

#### **DECLARATION**

I/We have no objection to ICICI Bank Limited, its group companies, agents/representatives to provide me/us information on various products, offers and services provided by ICICI Bank Limited/ its group companies through any mode (including without limitation through telephone calls/ SMSs/emails) and authorize ICICI Bank Limited, Its group companies, agents I representatives for the above purpose. Please tick Yes or No, as acceptable•

YES UNC

#### **COMMON DECLARATION**

- 1. I/We declare that all the particulars and information and details given/filled in this application form are true, correct, complete and up-to-date in all respects and that I/We have not withheld any information whatsoever.
- 2. I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading

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or misrepresenting. Iam aware that I may be held liable for it.

- 3. I hereby consent to receiving information from Central KYC Registry through SMS / Email on the above registered number/ email address.
- 4. I/We confirm that no insolvency proceedings or suits for recovery of outstanding dues or monies whatsoever and/ or any criminal proceedings have been initiated and/ or are pending against me/us and that I / we have been never adjudicated insolvent by any court or other authority.
- 5. No action nor other steps have been taken or legal proceedings started by or against me/us in any court of law / other authorities for Winding up, dissolution, administration or reorganization or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer or for my/our assets.
- 6. I/We declare that I/we have not made any payment in cash, bearer cheque or kind along with or in connection with this application to the executive collecting my/our application. I/We shall not hold ICICI Bank liable for any such payment made by us to the executive collecting this application.
- 7. I/We understand and confirm that the Application Form and all other documents submitted by me/us to ICICI Bank shall not be returned to me/us and ICICI Bank shall have the right to retain the same.
  - I/We authorize ICICI Bank Limited (ICICI Bank) and their agents to exchange, share or part with all information and data maintained with ICICI Bank relating to my/ our existing account related information including existing or prior loans and repayment history to other ICICI group companies, banks, financial institutions, credit bureau, agencies, mobile network operators directly or indirectly, statutory bodies and other service providers of ICICI Bank as may be required and I/We shall not hold ICICI Bank (or any of its group companies) liable for sharing such information.
- 8. I/We further authorize ICICI Bank to submit/disclose the 'financial information' as defined in Section 3(13) of the Insolvency and Bankruptcy Code, 2016 ("IBC") (including all amendments and replacements made thereto and all rules and regulations framed thereunder) in relation of the loan facility availed by me/us to an Information Utility as defined in Section 3(21) of IBC. I/We further agree to promptly authenticate and verify the 'financial information' submitted by ICICI Bank, as and when requested by Information Utilities
- 9. I/We understand and acknowledge that ICICI Bank shall have the absolute discretion, without assigning any reasons (unless required by applicable law), to reject our application and that ICICI Bank shall not be responsible/ liable in any manner whatsoever to me/us for such rejection or any delay in notifying me/us of such rejection and any costs, losses, damages or expenses, or other consequences, caused by reason of such rejection, or any delay in notifying me/us of such rejection, of our application. Except to the extent disclosed to ICICI Bank herein, no Chairman / Managing Director or a relative/near relation, , of a Chairman / Managing Director or director of a banking company (including ICICI Bank and its subsidiaries) or mutual funds/venture capital funds or a relative/near relation, , of a senior officer of ICICI Bank, as specified by RBI, is: a partner of our concern, or a trustee, member, director, manager, employee of our concern, or of our subsidiary, or our holding company, or a guarantor on my/our behalf, or holds substantial interest in our concern or my/our subsidiary or holding company.
- 10. For the purpose of this clause the terms "relative", "near relation" & "senior officer" shall have the same meaning ascribed to them under the RBI master circular on Loans and Advances dated July 1, 2015, para 2.2.1.8 and shall include any amendments made thereto. Details of any such relation as referred to above
- 11. Any claim or dispute whatsoever (whether in contract, tort or otherwise) arising out of or in connection under the terms of facility, including any question regarding its construction, meaning, existence, validity, breach, recall, recovery or termination, shall be resolved and settled by mediation or conciliation (if the Borrower(s) and ICICI Bank agree to such mediation or conciliation), administered in accordance with the applicable mediation or conciliation rules of an independent online dispute resolution institution listed on ICICI Bank Limited website ("ODR Institutions"). Any party may appoint any listed ODR Institutions to facilitate mediation or conciliation. If one Party appoints an ODR institution before the other, the ODR institution appointed by the first Party shall be binding on other party. If the Borrower(s) and ICICI Bank do not agree to mediation or conciliation, or if the mediation or conciliation fails to resolve the claim or dispute within the period stipulated in such rules or within a period of 21 days from the date of notice of appointment of mediator or conciliator (whichever is earlier), then the claim or dispute shall be taken forward for adjudication by arbitration in terms of the applicable rules of said ODR Institution, and in accordance with the Arbitration and Conciliation Act, 1996, which shall be conducted (including for recording of evidence or tendering of documents), concluded and administered online by ODR Institution through its website/platform or mobile application. The arbitral tribunal shall consist of an independent sole arbitrator appointed in accordance with the applicable arbitration rules of the ODR Institution. The seat of arbitration proceedings shall be Mumbai. The law governing the arbitration proceedings shall be Indian law. The procedural law of arbitration shall be rules of ODR Institution.
- 12. Are you a Politically Exposed Person (PEP) or are you a family member1 or close associates2 of Politically Exposed Person (PEP)



- 1 The term family member include close family members such as spouse, children, parents and siblings and may also include other blood relatives and relatives by marriage.
- 2 The term close associates in context of PEP include close business colleagues and personal advisors/consultants to the PEP as well as persons who obviously benefit significantly from being close to such a person.
- 13. In compliance with the rule 9B of the Prevention of Money Laundering (Maintenance of Records) Rules, you are required to intimate us if there is any change in your KYC details along with updated documents (i.e. address, contact details, profile, etc.) within a period of 30 days from the date the change was made. Once you intimate us, we will make necessary changes in our records. Any update can be intimated to the Bank.
- 14. I hereby declare that I authorise ICICI Bank to download/fetch my CKYCRR record for the purpose of processing of loan application and/or updating the CKYCRR record reference number in Bank's records or any other related purposes



### CREDIT FACILITY APPLICATION FORM

(To be Filled by applicant only)

#### 1. INTRODUCTION

- 1. All applicants and co-applicants [collectively, "the Applicant(s)", which expression shall, as the subject or context may admit or require, mean any or each of the Applicant(s)] whether individuals, proprietary concerns, partnerships, Hindu Joint Family, societies, trusts or private/public companies or any other bodies or associations (whether incorporated or not), who wish to either avail of financial assistance detailed below (the "Facility") from ICICI Bank for any purpose specified below in this Application Form (the "Purpose") are required to fully fill-in and submit this Application Form (and along with all other necessary details and documents) to ICICI Bank for applying for the same.
- 2. ICICI Bank shall be entitled at its sole and absolute discretion to reject/approve any Application Form submitted by the Applicant(s).
- 3. Upon consideration of the Application Form and all other additional documents necessary or required for consideration of the Application Form, submitted by the Applicant(s), and if the same is to the satisfaction of ICICI Bank, ICICI Bank shall disburse the requested Facility to the Applicant(s).
- 4. The Applicant(s)'s request for the Facility vide this Application Form, and the sanction of the same by ICICI Bank and/or disbursement of the Facility, shall be subject to and governed by "ICICI Bank Limited's (All-India) Standard Terms & Conditions Governing Unsecured Loans (Regular and Pre-Qualified Loans)", a copy of which has been handed over to the Applicant, as well as the terms and conditions specified/referred to herein.
- 5. All capitalised terms used but not specifically defined in this Application Form shall have the respective meanings ascribed to them under the Standard Terms.

## IIA. DETAILS OF THE APPLICANT

Name of Applicant :		Father's Name:						
NARMESH NIGAM		- Not Available						
Residence Address:								
PAHADPUR WARD-04 PAHARPUR SAHARSA 852127 BIHAR (BH)								
Pin:	Landmark :							
852127	- Not Available							
STD Code:	Tel:	Fax:	Mobile :					
			+91 9608138365					
Email ID :								
- Not Available								
Address of communication :								
✓ I Residence								
☐ I Office address as stated above (please select)								

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III. DETAILS OF THE FACILITY AND OTHER CHARGES
Facility in the nature of:
Rupee Loan
Facility amount:
Not exceeding: - Not Available
in Words: NA Only.
Rate of interest :
0% per annum
in Words: NA Only.
(plus applicable interest tax or other statutory levies) payable on the date(s) specified in Section below in relation to the repayment of the Facility.
Tenure:
0
Processing Fee(with GST):
Rs Not Available
in Words: NA Only.
(plus applicable taxes or other statutory levies, if any. )
Note: The processing fee is one time fee and is collected by ICICI Bank for the purpose of appraising the application for the facilty and the same is independent of the outcome/ result of such appraisal.
Purpose of Facility :
- Not Available
Facility is to be disbursed to:
Name
NARMESH NIGAM
Disbursement Mode :
Direct credit to ac no.
590701500041
Note: The processing fee is one time fee and is collected by ICICI Bank for the purpose of appraising the application for the facilty and the

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same is independent of the outcome/ result of such appraisal.



# Repayment Amount of each installment:

- Not Available

in Words: NA Only.

#### No. of installments

0

Due dates(s):

th day of each successive month

First Due Date:

Last Due Date:

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

# Mode of payment/ repayment of the installments

by direct debit from the applicant/'s bank account with the ICICI Bank ("Direct Debit method/ Reduction against Salary ")

#### **Prepayment Charges**

Prepayment Charges	3%+GST on the outstanding amount.
*Part Payment Charges	a) 3% on Principle amount Prepaid for loans seasoning up to 24 months b) Nil for loan seasoning above 24 months.
Information utility charges (Only for corporate cases)	₹ 300/-
Charges for Amortization Schedule	₹ 200/- for physical print out, Nil for digital channels
Loan cancellation charges	₹ 2500/-
Charges for duplicate NOC / No Dues Certificate	₹ 250/- for physical print out at the branch
Charge for Prepayment Statement	₹ 200/- for physical print out at the branch
Charges per EMI Bounce	₹ 500, (Plus applicable taxes or statutory levies, if any.)
Repayment mode swap charges	₹ 500, (Plus applicable taxes or statutory levies, if any.)
Penal charges (applicable on payment defaults)	5% p.a., (Plus applicable taxes or statutory levies, if any.)

Note:



- i. The charges / interest rate(s) specified in this Application Form and / or the other Transaction Documents in relation to the Facility are non-refundable in nature and the rates are changeable, at the discretion of ICICI Bank, from time to time. ICICI Bank shall endeavour to give notice of such changes.
- ii. The charges for missed due date shall be payable by the Applicant/s to ICICI Bank under the Direct Debit method, or every instance that installment/s is/are not paid to/received by ICICI Bank in accordance with the repayment schedule specified above (irrespective of the reasons for such non-payment/non-receipt).
- iii. GST an all other applicable taxes/ statutory levies, if any will be charged additionally.
- iv. The charges/penal Charges shall be levied at the sole discretion of the Bank.
- v. Zero FC after 12 EMIs & closure within 12 months will be 3% of the outstanding POS plus GST.

#### **DECLARATIONS BY THE APPLICANT(S)**

- 1. I/We declare that all the particulars and information and details given/filled in this Application Form are true, correct, complete and up-to-date in all respects and that I/We have not withheld any information whatsoever.
- 2. In addition to the representations, declarations, warranties and confirmations given by me/us in this Application Form, I/we do hereby represent, warrant, make and confirm to ICICI Bank each of the representations, declarations, warranties and confirmations set out in the Standard Terms (as defined below) and do hereby further represent, warrant and confirm to ICICI Bank that each of such representations, declarations, warranties and confirmations are, true, correct, valid and subsisting in every respect as of the date of this Application Form, and all such representations, declarations, warranties and agreements shall survive the execution and delivery of this Application Form, the provision of the Facility pursuant to this Application Form and the repayment/payment in full of the Facility and all monies in respect thereof.
- 3. I/We hereby expressly authorize and give consent to ICICI Bank to, disclose, transfer or part with any of my/our information, (including location), or any other device information when ICICI Bank considers such disclosure as necessary, with:
  - 1. Agents of ICICI Bank, ICICI Bank's group entities/ in any jurisdiction;
  - 2. Auditors, credit rating agencies/credit bureaus, statutory/regulatory authorities, governmental/administrative authorities, Central Know Your Customer (CKYC) registry or SEBI Know Your Client registration agency, having jurisdiction over ICICI Bank or its group entities;
  - 3. Service providers, or such person with whom ICICI Bank contracts or proposes to contract; (Collectively referred to as "Permitted Persons") For the purposes of:
    - Provision of the facility and completion of on-boarding formalities; or
    - Complying with KYC requirements; or
    - Compliance with applicable laws or any order (judicial or otherwise), statutory/regulatory requirement; or
    - for credit review of facilities availed; or
    - authentication or verification; or
    - research or analysis, credit reporting & scoring, risk management, participation in any telecommunication; or
    - electronic clearing network and for use or processing of the said information/ data.
    - Disclosing any default in payment, for the purposes of recovering such amounts.
- 4. I/We confirm that no insolvency proceedings or suits for recovery of outstanding dues or monies whatsoever or properties and/or any criminal proceedings have been initiated and/or are impending against me/us and that I/we have never been adjudicated insolvent by any court or other authority. I/We have not taken any action and no other steps have been taken or legal proceedings started by or against me/us in any court of law / other authorities for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer or for my/our assets.
- 5. I/We confirm that I/we shall not use the Facility (or any part thereof) for any improper/illegal/unlawful/ speculative/ capital market related activities and shall apply the Facility (or any part thereof) only for the limited purposes specified herein. The Applicant shall use the proceeds of the Facility for the
- 6. Purpose and shall, if the Bank so desires, furnish a certificate and/ or such other valid proofs (including without limitation valid invoices, bills, receipts, acknowledgments, etc.) to the satisfaction of the Bank, in the format and manner acceptable to the Bank, affirming that the Facility has been utilized for the Purpose. If for any reason the Borrower finds itself unable to comply with this condition, it shall immediately inform ICICI Bank in writing of the same and the reasons there for and shall, unless otherwise agreed to by ICICI Bank, repay forthwith the outstanding balance of the Facility together with interest and all other monies payable in respect thereof.

Except to the extent disclosed to ICICI Bank herein, no Chairman/Managing Director or director or a relative/near relation of a Chairman/Managing Director or director of a banking company (including ICICI Bank and its subsidiaries) or mutual funds/venture capital funds or a relative/near relation of a senior officer of ICICI Bank, as specified by RBI, is: a partner of our concern, or a



trustee, member, director, manager, employee of our concern, or of our subsidiary, or our holding company, or a guarantor on my/our behalf, or holds substantial interest in our concern or my/our subsidiary or holding company. For the purpose of this clause the terms "relative", "near relation" & "senior officer" shall have the same meaning ascribed to them under the RBI master circular on Loans and Advances dated July 1, 2015, para 2.2.1.8 and shall include any amendments made thereto." Details of any such relation as referred to above

- 7. I/We undertake to inform ICICI Bank regarding any changes whatsoever in my/our addresses as specified here in above or my employment/profession and to promptly provide such further information that ICICI Bank (or its designated group companies or agents or representatives) may require.
- 8. I/We authorize ICICI Bank and their agents to exchange, share or part with all information and data maintained with ICICI Bank relating to my/our existing account related information including existing or prior loans and repayment history to other ICICI group companies, banks, financial institutions, credit bureau, agencies, mobile network operators directly or indirectly, statutory bodies and other service providers of ICICI Bank as may be required and I/We shall not hold ICICI Bank (or any of its group companies) liable for sharing such information
- 9. I/We have fully read and understood the Standard Terms copy of which has been been provided to me/us.
- 10. I/We acknowledge and agree that the grant of the Facility by ICICI Bank to me/us shall be subject to compliance by me/us of the Standard Terms and the terms and conditions set out under this Application.
- 11. I/We further authorize ICICI Bank to submit/disclose the 'financial information' as defined in Section 3(13) of the Insolvency and Bankruptcy Code, 2016 ("IBC") (including all amendments and replacements made thereto and all rules and regulations framed thereunder) in relation of the loan facility availed by me/us to an Information Utility as defined in Section 3(21) of IBC. I/We further agree to promptly authenticate and verify the 'financial information' submitted by ICICI Bank, as and when requested by Information Utilities.

I/We further authorize ICICI Bank to submit/disclose the 'financial information' as defined in Section 3(13) of the Insolvency and Bankruptcy Code, 2016 ("IBC") (including all amendments and replacements made thereto and all rules and regulations framed thereunder) in relation of the loan facility availed by me/us to an Information Utility as defined in Section 3(21) of IBC. I/We further agree to promptly authenticate and verify the 'financial information' submitted by ICICI Bank, as and when requested by Information Utilities.

Following term stands amended as follows- "Transaction Documents" include all writings and other documents executed or entered into, or to be executed or entered into, by the Borrower(s) or any other person or any other document executed or issued by ICICI Bank/Bank in relation, or pertaining, to the Facility and each such Transaction Documents as amended from time to time

For detailed privacy policy of ICICI bank, please visit https://www.icicibank.com/privacy.page

#### ADDITIONAL DECLARATION

I/We have read and understood the concepts and illustrations in relation to due dates, classification of borrowal accounts as SMA (special mention account), NPA (nonperforming asset) as detailed in Annexure[1]. I/ We further understand that the clarifications/examples mentioned in Annexure are only illustrative in nature covering common scenarios and the norms and clarifications provided by Reserve Bank of India from time to time will prevail.



### ANNEXURE I

# Classification as Special Mention Account and Non-Performing Asset-

Lending institution (i.e ICICI Bank) will recognize the incipient stress in loan accounts, immediately on default, by classifying them as SMA.

The basis of classification of SMA category shall be as follows:

LOANS IN THE	NATURE OF TERM LOANS	LOANS IN THE NATURE OF CASH CREDIT/ OVERDRAFT		
SMA Sub-categories	Basis for classification — Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification — Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower for the period of	
SMA-0	Upto 30 days			
SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto	
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto	

# Non-performing Asset- NPA is a loan or an advance where:

- Interest and/ or installment of principal remains overdue for a period of more than 90 days in respect of a term loan,
- The account remains 'out of order' as indicated below, in respect of an overdraft/cash credit ("OD/CC"),
- The bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted.
- The installment of principal or interest thereon remains overdue for two crop seasons for short duration crops,
- The installment of principal or interest thereon remains overdue for one crop season for long duration crops.

#### Out of Order' Status:

An account shall be treated as 'out of order' if:

• The outstanding balance in the OD/CC account remains continuously in excess of the sanctioned limit/drawing power for 90 days;

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• The outstanding balance in the OD/CC account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days, the outstanding balance in the OD/CC account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 days period.

Illustrative movement of an account to SMA category to NPA category based on delay / nonpayment of dues and subsequent upgradation to Standard category at day end process :



Due date of payment	Payment date	Payment covers	Age of oldest dues in days	SMA / NPA Categorisation	SMA since Date /SMA class date	NPA categorisation	NPA Date
01.01.2022	01.01.2022	Entire dues upto 01.01.2022	0	NIL	NA	NA	NA
01.02.2022	01.02.2022	Party paid dues of 01.02.2022	1	SMA-0	01.02.2022	NA	NA
01.02.2022	02.02.2022	Party paid dues of 01.02.2022	2	SMA-0	01.02.2022	NA	NA
01.03.2022		Dues of 01.02.2022 not fully paid 01.03.2022 is also due at EOD 01.03.2022	29	SMA-0	01.02.2022	NA	NA
		Dues of 01.02.2022 fully paid , Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA-0	01.03.2022	NA	NA
		No payment of full dues of 01.02.2022 and 01.03.2022 at EOD 03.03.2022	31	SMA-1	01.02.2022 / 03.03.2022	NA	NA
		Dues of 01.02.2022 fully paid , Due for 01.03.2022 not fully paid at EOD 1.03.2022	1	SMA-0	01.03.2022	NA	NA
01.04.2022		No payment of dues of 01.02.2022, 01.03.2022 and amount due on 01.4.2022 at EOD 01.04.2022	60	SMA-1	01.02.2022 / 03.03.2022	NA	NA



		No payment of dues of 01.02.2022 till 01.04.22 at EOD 02.04.2022	61	SMA-2	01.02.2022 / 02.04.2022	NA	NA
01.05.2022		No payemnt of dues of 01.02.2022 till 01.05.22 at EOD 01.05.2022	90	SMA-2	01.02.2022 /02.04.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022	91	NPA	NA	NPA	02.05.2022
01.06.2022	01.06.2022	Fully Paid dues of 01.02.2022 at EOD 01.06.2022	93	NPA	NA	NPA	02.05.2022
01.07.2022	01.07.2022	Paid entire dues of 01.03.2022 & 01.04.2022 at EOD 01.07.2022	62	NPA	NA	NPA	02.05.2022
01.08.2022	01.08.2022	Paid entire dues of 01.05.2022 & 01.06.2022 at EOD 01.08.2022	32	NPA	NA	NPA	02.05.2022
01.09.2022	01.09.2022	Paid entire dues of 01.07.2022 & 01.08.2022 at EOD 01.09.2022	1	NPA	NA	NPA	02.05.2022
01.10.2022	01.10.2022	Paid entire dues of 01.09.2022 & 01.10.2022	0	Standard Account with NO Overdues	NA	NA	STD from 01.10.2022



# ICICI BANK LIMITED (ALL-INDIA) STANDARD TERMS- UNSECURED PERSONAL LOAN & BUSINESS INSTALLMENT LOANS (REGULAR & PRE-APPROVED)

Effective Date: December 13, 2024

#### 1. INTRODUCTION

These Standard Terms and Conditions shall govern the Facility applied for and availed by the Borrower from ICICI Bank Limited ("ICICI Bank") through: (a) submission of the Application Form on its official website available at <a href="https://www.icicibank.com">www.icicibank.com</a> ("Website"); or ICICI Bank's mobile-based application or any other digital platform made available by ICICI Bank, whether through an arrangement with a third party or otherwise ("Portal"/"Platform"); or (b) submission of the Application Form by the Borrower at any branch of ICICI Bank. These Standard Terms and Conditions shall be read and construed as part of the Application Form.

By applying for the Facility/Loan through submission of physical Application Form or through the Portal by clicking on 'Accept'/'Agree'/'Agree and Proceed' icon/button; and/or by submitting onetime password received on the Borrower's registered mobile number and/or by affixing electronic signature or digital signature, the Borrower confirms that:

- (a) the Borrower has authorized ICICI Bank to access / receive the information provided by the Borrower from the Goods and Services Tax Network (GSTN), income tax authorities, credit bureaus, Unique Identification Authority of India (UIDAI) or other similar system for the purposes of completing the Application Form; and
- (b) the Borrower has read, understood and agrees to the Key Fact Statement (KFS) / Most Important Terms and Conditions (MITCs) and Standard Terms and Conditions governing the Facility displayed on the Portal to the Borrower at the time of applying for the Facility.

In case of any inconsistency between the Application Form, KFS/ MITCs and the Standard Terms, the terms of the Facility set forth in the KFS/MITCs of the Facility shall prevail.

Capitalised terms used herein shall have their meaning in the 'Definitions' section hereunder or in these Standard Terms and Conditions.

#### 2. DEFINITIONS

In these Standard Terms and Conditions, the following expressions shall, if used with initial capitalization, have the meanings set out below:

- (I) "Application Form" means the preliminary application form (if any), credit facility application form(s) (whether generated/submitted digitally through the Portal or submitted physically) and includes all information submitted by the Borrower to ICICI Bank for applying for and availing the Facility.
- (II) "Borrower" shall mean and refer to, jointly and severally, the applicant and co-applicants (if any) who has/ have been sanctioned and granted the Facility by ICICI Bank based on the Application Form submitted by such applicants and co-applicants to ICICI Bank for availing of the Facility and includes depending upon the nature of the Borrower (a) its successors and permitted assigns, if the Borrower is a company within the meaning of the Companies Act 2013 or (b) a society registered under the applicable laws relating to societies; (c) any or each of the partners and their survivor(s) or the partner(s) from time to time and their respective heirs, legal representatives, executors, administrators and permitted assigns, if the Borrower is partnership firm within the meaning of the Indian Partnership Act, 1932 or a Limited Liability Partnership Act, 2008 (LLP);
- (d) his / her heirs, legal representatives, executors, administrators and permitted assigns, if the Borrower is an individual and/or carrying on business as a sole proprietary concern; (e) the karta and any or each of the adult members of the Hindu Undivided Family (HUF) and their survivor(s) and his/ her/their respective heirs, legal representatives, executors, administrators and permitted assigns, if the Borrower is a joint HUF; and (f) the trustee(s) for the time being thereof and the successors and permitted assigns of the trust/trustees, if the Borrower is a trust.

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- (III) "Borrower's Dues" shall mean and include the outstanding principal amount of the Facility, interest on the Facility, Penal Charges, fees, costs, stamp duty, all applicable charges and liabilities of any kind whatsoever payable by Borrower to ICICI Bank in connection with the Facility and all other sums whatsoever payable by the Borrower in accordance with the Transaction Documents.
- (IV) "Business Day" means a day on which ICICI Bank's branches are open for normal business transactions.
- (V) "Due Date" shall mean each such date on which any amount in respect of the Borrower's Dues, fall due as specified in the Application Form or KFS/MITC or such other communication as may be made by ICICI Bank to the Borrower.
- (VI) "Equated Monthly Instalments" or "EMI" means and includes the amount of monthly payment required to repay the principal amount of the Facility, and pay interest /other monies due and payable by the Borrower.
- (VII) "Facility" or "Loan" means the amount of the loan/financial assistance which is applied for and availed by the Borrower from ICICI Bank and as specified in the Application Form and set out in the KFS.
- (VIII) "Indebtedness" means the indebtedness of the Borrower at any time, in respect of monies borrowed, contracted or raised or liabilities of any nature contracted by the Borrower in any manner whatsoever (including under guarantees, indemnities, acceptance, credits, deposits, hire-purchase and leasing).
- (IX) "Material Adverse Effect" shall mean any event or circumstance which is likely to have an adverse effect on (i) the ability of the Borrower to perform or comply with any of the obligations under the Facility or the Standard Terms and Conditions; or (ii) prejudicial to businesses or financial condition of the Borrower or any obligor who is party to any Transaction Document.
- (X) "Material Terms" with respect to the Facility, means the provisions relating to:-(i) the payment/repayment obligation (including principal, interest, fees, charges) of the Borrower under the Facility; (ii) creation/perfection/furnishing of securities in terms of Transaction Documents; (iii) any credit support (including, without limitation, any guarantee or indemnity) provided / agreed to be provided in relation to the Facility (iv) any event, the breach of which is likely to have a Material Adverse Effect; (vi) compliance with financial covenants, security related covenants and information covenants; (viii) end use of the Facility.
- (XI) "**Key Fact Statement**" or "**KFS**" or "**Most important Terms and Conditions**" or "**MITC**" shall mean the most important terms of the Facility, including the loan amount, interest rate, Penal Charges, tenure, repayment schedule and other terms of the Facility. These terms may be communicated to the Borrower through email / short message services (SMS), web links, Website or by other means of physical or electronic communication.
- (XII) "Penal Charges" means an additional charge payable by the Borrower(s) to ICICI Bank as a penalty in case of delay or default in payment of principal and/or interest, non-creation of security and/or breach of any Material Terms of the Facility.
- (XIII) **"Standard Terms and Conditions"** shall mean the terms and conditions set out herein for the grant of the unsecured Personal Loans and Business Instalment Loans (regular & pre- approved) as amended/updated from time to time on the Website.
- (XIV) "Transaction Documents" include all writings and documents executed or to be executed by the Borrower or shared by ICICI Bank with the Borrower or any other person in relation to the Facility (whether entered into digitally or physically), including the Application Form,

KFS/MITCs, welcome letter (if any), applicable Standard Terms and Conditions on the Website, as amended from time to time.

In the event of any disagreement or dispute between ICICI Bank and the Borrower regarding the materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of ICICI Bank as to the materiality of any of the foregoing shall be final and binding on the Borrower.



#### 3. FACILITY AND DISBURSEMENT

(I) <u>Amount of the Facility</u>: The principal amount of the Loan applied for/availed by the Borrower shall be the amount specified in the Application Form and as set out in KFS.

(II) <u>Facility Disbursement</u>: Once the Application Form submitted by the Borrower is accepted by ICICI Bank, the Loan will be disbursed into the Borrower's designated account. However, Borrower will have an option to cancel the Facility during the cooling off/look up period mentioned in the KFS, without any prepayment charges.

(III) <u>Mode of Disbursement</u>: Upon the receipt of the Application Form, the Loan shall be disbursed in lump sum or in such instalments as ICICI Bank may decide. The term or tenure of the Loan shall be as specified at the time of applying for the Loan in the Application Form and as specified in KFS. The Borrower agrees that the approved amount of the Loan shall be disbursed only to account of the Borrower as specified in the Application Form or MITCs through cheque /demand draft, National Electronic Funds Transfer (NEFT)/ Real Time Gross Settlement (RTGS) or such other electronic fund transfer mode as ICICI Bank may deem fit. Disbursements of the Loan shall be deemed to have been made on the date on which the Loan is disbursed by ICICI Bank and not on the date of the actual receipt of the relevant Loan amount by the Borrower. Interest on the Loan shall begin to accrue on and from the date of disbursement, irrespective of time taken for transit, realization or use of amount by the Borrower.

(IV) <u>Cooling off/Look-up Period</u>: If the Borrower has availed Loan from the Portal/Platform and disagrees with any of the terms of Facility, the Borrower has an option to cancel the Facility within the time specified in KFS. Upon exercise of such option, the Borrower shall immediately repay the Loan amount and the Loan account will accordingly be cancelled. In the event the Loan amount was credited in any account maintained with ICICI Bank, the Loan amount will be debited from the said account maintained with ICICI Bank. The Borrower agrees that processing fee will not be refunded in case of such cancellation. All the rights under the Loan shall stand extinguished immediately on the cancellation of the Loan and successful repayment of the Loan.

(V) <u>Cancellation</u>: ICICI Bank has the unconditional right to cancel the outstanding un-drawn commitments under the Facility at any time without prior notice to the Borrower.

#### 4. RATE OF INTEREST

The Borrower shall be liable to pay interest on the Loan amount at the rate and on the date specified in the Application Form and as set out in the KFS ("Applicable Interest Rate"). Interest shall accrue from day to day and be calculated on the basis of the actual number of days elapsed and as may be decided by ICICI Bank at its sole discretion, which may be on the basis of 1/12 applied monthly or a year of 365 days irrespective of leap year. The rate of Interest payable by the Borrower shall be subject to changes, either upwards or downwards, based on Reserve Bank of India ("RBI") guidelines and/or directives, issued from time to time, that ICICI Bank is obliged to give effect to. All interest due and remaining unpaid on the Due Date shall be capitalised and added to the unpaid interest (including on unpaid Equated Monthly Instalment) on the Due Date and shall thenceforth carry interest at the applicable interest rate on a compounding basis payable on the aggregate amounts then due till the amount is paid/repaid.

#### 5. PAYMENT, REPAYMENT, FEES AND CHARGES

(I) <u>Repayment</u>: The Borrower shall repay the Loan and the interest payable thereon, to ICICI Bank, through EMI(s) on the Due Date as is specified in the Application Form and as specified in KFS. The Borrower acknowledges that EMI(s) includes interest payable on the outstanding Loan amount for the month in addition to the principal amount repayment. ICICI Bank shall be entitled to vary/modify the EMI (including increase in the amount of one or more EMI) in the event of changes to the interest rate on the Loan. For the purpose of payment/repayment of the EMI, the Borrower shall at all times maintain sufficient balance in their bank account to ensure that EMIs are received on Due Date by ICICI Bank.



## (II) Manner of Repayment:

- (a) The Borrower may repay / pay the monies in respect of the Loan through National Automated Clearing House (NACH) / direct debit from the Borrower's account with ICICI Bank ('direct debit mandate' or 'Standing Instructions' (SI)/ Post-Dated Cheques (PDCs) /deduction from Borrower's salary / by directly paying amounts when due to ICICI Bank / by any other method, and as has been selected by the Borrower in the Application Form or as may be required by ICICI Bank (collectively referred to as "Payment Instructions"). Additionally, ICICI Bank may also accept payment through NEFT/RTGS and the Borrower can choose to avail such option when required to make payment towards the Loan account.
- (b) The Borrower may, subject to prior approval by ICICI Bank, be permitted to swap/ exchange the Payment Instructions issued to ICICI Bank with alternate payment Instructions /post-dated cheques drawn on another bank (as approved by ICICI Bank) subject to payment to ICICI Bank of the applicable Payment Instruction charges as specified in the Application Form/KFS.
- (C) If the Due Date in respect of any amounts payable in respect of the Facility falls on a day which is not a Business Day at the place where the payment is to be made, the immediately preceding Business Day shall be the Due Date for such payment.

# (III) Realisation of EMI and Other Applicable Charges by ICICI Bank:

- (a) Notwithstanding anything contained in the Transaction Documents, upon any default by the Borrower in payment of amount on the Due Date pertaining to the Loan or any non-realization of the amount on the Due Date by ICICI Bank, ICICI Bank shall be entitled, without prejudice to its other rights under the Transaction Documents, to present and/or re-present the Payment Instructions or payment instrument/mandates issued by the Borrower in favour of ICICI Bank in connection with the Loan.
- (b) If ICICI Bank faces any difficulty /impediments for any reason whatsoever in presenting / realizing such payments instructions or if ICICI Bank, in its sole discretion, require the Borrower to adopt or switch to any alternate mode of payment, the Borrower shall promptly replace Payment Instructions, without demur or delay and issue fresh Payment Instructions, mandates in lieu thereof to the satisfaction of ICICI Bank. The mandates given by the Borrower under any payment mode cannot be cancelled or revoked without the prior written consent of ICICI Bank. If the Borrower cancels or revokes such mandates without prior consent of ICICI Bank, then such acts of the Borrower shall be deemed as an Event of Default and ICICI Bank shall be entitled to initiate appropriate action, including legal proceedings against the Borrower.
- (IV) Notwithstanding the mode of repayment/payment selected by the Borrower in the Application Form, the Borrower shall continue to remain at all times liable and responsible for ensuring the payment/repayment of all instalments and all other monies in respect of the Loan to ICICI Bank on or before the relevant Due Date(s) without any further notice/intimation being given by ICICI Bank. The acceptance by ICICI Bank of any payment which is less than the full EMI or other amounts due and owing at such time shall not constitute a waiver of ICICI Bank's right to receive payment in full at such time or at any subsequent time or a waiver of any other rights whatsoever of ICICI Bank under the Facility.
- (V) The Borrower shall pay a one-time up-front non-refundable processing fee and administrative fee as specified in the Application Form and KFS which fee will be deducted by ICICI Bank at the time of disbursal of the Loan.
- (VI) The Borrower agrees to pay all fees and charges as stipulated in the KFS. The Borrower further agrees that fees and charges specified in KFS may be revised by ICICI Bank from time to time, and may be updated on the Website and notified to the Borrower in advance.
- (VII) ICICI Bank is irrevocably authorized to debit the savings account of the Borrower maintained with ICICI Bank for the EMI amount as mentioned in the KFS/MITCs, and credit the relevant account of ICICI Bank over the entire tenure of the loan with effect from the date of disbursement of the Loan till the time the entire Facility is repaid. In the event that the savings account gets



closed/transferred for any reason, the Borrower shall intimate ICICI Bank of their own accord of the new account opened with bank to debit the EMI amounts as per the Transaction Documents and shall not hold ICICI Bank liable for any charges that may be levied on account of such change in account not being communicated to ICICI Bank. Further, the Borrower undertakes to provide the fresh set of debit mandate and post-dated cheques for such new account, as per the Transaction Documents in lieu of existing instructions.

(VIII) ICICI Bank shall be entitled, at the sole risk and cost of the Borrower/s, to engage one or, more person(s) to collect the Borrower/s' Dues and/or to enforce any security if provided by the Borrower/s, and ICICI Bank may (for such purposes) furnish to such person(s) such information, facts and figures pertaining to the Borrowers, the security and/or the Product(s) as ICICI Bank deems fit. ICICI Bank may also delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith, or incidental thereto, as ICICI Bank deems fit.

(IX) Any amount of interest which is payable by the Borrower for the period from Loan / Facility disbursement date till commencement date of first Equated Monthly Installments shall be added to and paid along with the first installment.

#### 6. PENAL CHARGES

(I) Without prejudice to ICICI Bank's rights and remedies under contract and/or law, in the event any installment or amount due under the Facility remains unpaid on the Due Date or the Borrower commits breach of any of the Material Term of the Facility, ICICIBank shall have the right to levy and recover Penal Charges, at its sole discretion, at the rate specified in the Application Form and as set out in the KFS. Upon levy of such Penal Charges, the Borrower shall pay the said Penal Charges along with applicable Goods and Service Tax (GST), other taxes (of any description whatsoever), charges and penalties which may be payable pursuant to applicable laws, from time to time, in relation to the Facility.

(II) The Borrower acknowledges and agrees that the Penal Charges are reasonable and commensurate to non-compliance of Material Terms of the Facility Agreement.

#### 7. PREPAYMENT CHARGES

(I) Subject to payment of prepayment fees/charges as specified in the KFS, the Borrower shall be entitled to prepay the Loan by giving such advance notice to ICICI Bank as has been set out in the MITCs. However ICICI Bank shall not be liable to pay interest on account of such prepayment by the Borrower.

(II) It is hereby clarified that the Borrower may pre-pay the Facility in part or in full, subject to the fees/ charges as specified in the KFS.

#### 8. PURPOSE

The Borrower agrees that the Facility shall only be utilised for the purpose set out in the Application Form and for no other purpose. Under no circumstance shall the Facility be used, directly or indirectly for: (a) subscribing to or purchasing any shares or other securities; or

(b) investment in the real estate business, capital markets or purchase of land; or (c) entering into any speculative transactions or activities; or (d) carrying out any activities not eligible for credit facility as per RBI guidelines; or (e) purchasing gold, gold bullion, gold jewellery, gold coins, units of gold exchange traded funds(ETF) and units of gold, mutual funds etc. or (f) any purpose that will violate any provisions of applicable law.

#### 9. APPROPRIATION



The Borrower agrees, declare and confirms that notwithstanding any of the provisions of the applicable laws or any of the terms and conditions contained herein, any payment(s) shall unless otherwise agreed to by ICICI Bank in writing be appropriated in the following manner:

- (a) Firstly, towards costs, charges, expenses and other monies, due and payable to ICICI Bank;
- (b) Secondly, towards interest due and payable and / or accruing due and payable to ICICI Bank and
- (c) Lastly, towards repayment of the amount of any installment(s) of the principal sums due and payable or becoming due and payable to ICICI Bank.

In the event the loan account is declared a non-performing asset (NPA), ICICI Bank may appropriate any payments made by the Borrower in its absolute discretion.

#### 10. TAXES, LEVIES AND DUTIES

(I) The Borrower shall bear and pay all imposts, costs, charges (including legal fees), and expenses, in any way incurred by ICICI Bank, and bear all stamp duties, registration charges, other duties, Goods and Service Tax (GST), other taxes (of any description whatsoever), charges and penalties, including any differential/additional duties and taxes which may be payable pursuant to applicable laws, from time to time, in relation to the Loan. In the event that the Borrower fails to pay any money referred above, ICICI Bank will be at liberty (but shall not be obliged) to pay the same on behalf of the Borrower. The Borrower shall immediately reimburse all sums paid or expenses incurred by ICICI Bank in accordance with the provisions contained herein. All such sums shall be debited to the account of the Borrower and shall carry interest from the date of payment till such reimbursement is made, at the applicable interest rate as specified the KFS.

(II) All payments by the Borrower under the Facility shall be made free and clear of, and without any deduction/withholding, except to the extent that the Borrower is required by law to make payment subject to any deduction/withholding of taxes. Provided that, all taxes required by law to be deducted/withheld by the Borrower from any amounts paid or payable, to ICICI Bank (including but not limited to the principal, interest, Penal Charges, commission, discount, service and other charges and any fees, under the Loan shall be paid by the Borrower when due, and the Borrower shall, within the statutory time frame prescribed under the law or within 30 days of the payment being made, whichever is earlier, deliver to ICICI Bank satisfactory evidence that the tax has been duly remitted to the appropriate authority and tax deduction certificates delivered to ICICI Bank.

#### 11. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants that:

(I) The Borrower (and/or its authorized signatory/officer) has/have the full capacity, power and authority including due authorizations or approvals as required by any law or contract or constitutional documents governing the Borrower) to avail the Loan and to enter into and perform his/her/its obligations under the Transaction Documents and that the Borrower will, at all times, keep all such authorisations or approvals valid and subsisting till the amounts due to ICICI Bank are repaid/paid in full;

(II) The availing of the Loan and/or the performance by the Borrower of its obligations under the Transaction Documents does not: (i) contravene any applicable law, judgement or decree to which the Borrower is subjected, (ii) conflict or result in any breach of any of the terms of or constitute default of any covenants, conditions and stipulations under any existing agreement to which the Borrower is a party, or (iii) conflict or contravenes any provision of the memorandum and articles of association or constitutional documents of

the Borrower;

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(III) All the information and documents, including, income details, financial statement, constitutional documents, business details,

Goods and Services Tax (GST) account number or Permanent Account Number (PAN), Know Your Customer (KYC) documents which

are submitted physically and/ or uploaded on the Portal are true and accurate;

(IV) In no event shall ICICI Bank be liable to the Borrower for any special, incidental, indirect, punitive or consequential damages

whatsoever (including, without limitation, damages of loss of goods or services, or any other pecuniary loss) arising out of the use of, or inability to use or access the Loan, including breach of contract or warranty, negligence or other tortious action, or any other claim

arising out of the Borrower use of or access to the Loan.

(V) There is no Material Adverse Effect;

(VI) The Borrower is solvent and/or has not stopped paying any of his/her/its debts as they fall due;

(VII) The Borrower's name has not been included in the RBI's willful defaulters list; and

(VIII) Except to the extent disclosed, (a) no director or senior officer of ICICI Bank is a director, partner, manager or employee of the

Borrower and the Borrower is in compliance with all applicable laws including RBI's 'Master Circular on Loans and Advances' as amended from time to time; (b) no director or senior officer of ICICI Bank is a guarantor for the Borrower, and (c) the Borrower is not

a relative of a chairman, managing director or director of banking company (including ICICI Bank) or of any subsidiaries or trustees of

mutual funds/venture capital funds set up by a banking company (including ICICI Bank) or a relative of a senior officer of ICICI Bank.

The terms used herein including 'senior officer' or 'relative' shall have the meaning ascribed to them by RBI in its master circular.

12. COVENANTS

(I)The Borrower shall promptly:

(a) Observe and perform all its obligations and covenants under the Transaction Documents, including the payment/re-payment of

the Borrower's Dues on each relevant Due Date.

(b) Notify ICICI Bank of the occurrence of any event or the existence of any circumstances, which results in any of the statements set

out in the Transaction Documents becoming untrue or incorrect in any respect.

(c)Deliver to ICICI Bank such information and records including of any business, operations and assets as may be required by ICICI

Bank from time to time in relation to the Loan and within the period specified by ICICI Bank. In the event of any change in KYC details,

the Borrower shall inform and submit updated documents (i.e., address, contact details, profile etc.) to ICICI Bank within 30 days from

the date the change was made.

(d) Notify ICICI Bank of any action or steps taken or any insolvency or bankruptcy proceedings started against the Borrower

including but not limited to the appointment of a receiver, administrator, liquidator, trustee or resolution professional in relation to

the Borrower or the assets of the Borrower.

(e) Notify ICICI Bank of any litigation, arbitration, administrative or other proceedings initiated or threatened against the Borrower or

his/her/its assets.

(f) Notify ICICI Bank of occurrence of an Event of Default or any circumstances and conditions which have or may have a Material

Adverse Effect.

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Bandra-Kurla Complex,

Mumbai - 400051, India.

ICICI Bank Tower

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Old Padra Road. Vadodara - 390007, India. icici Bank

(g) Notify ICICI Bank in writing with full details of changes in the address of any of the Borrower office, or place of business,

residence, employment, profession or employment status.

(h) Do all such things and execute all such writings as ICICI Bank may require from time to time for duly or more perfectly securing

the repayment of the Loan.

(i) In the Event of Default (if required by ICICI Bank), the Borrower agrees and undertakes to provide and furnish to ICICI Bank to

their satisfaction, such security as required to secure ICICI Bank; failure of the Borrower to do so shall be termed as an Event of

Default.

(j) Notify ICICI Bank upon being declared a wilful defaulter.

(k) in compliance with the rule 9B of the Prevention of Money Laundering (Maintenance of Records) Rules, intimate ICICI Bank if

there is any change in Borrower's KYC details along with updated documents (i.e. address, contact details, profile, etc.) within a period of 30 days from the date the change was made. Once you intimate us, we will make necessary changes in our records. Any update

can be intimated to the Bank through RIB/ iMobile/ Branch.

(II)A Borrower that is constituted as a commercial or business entity (including as a company, one-person company, partnership firm,

trust, limited liability partnership firm) shall promptly:

(a) Notify ICICI Bank in writing, with full details, with respect to any material change in the management of the business of the

Borrower or any change taking place in the ownership or control of the Borrower whereby the effective beneficial ownership or

control of the Borrower will change.

(b) Deliver to ICICI Bank, in form and manner satisfactory to ICICI Bank: (i) audited accounts within such reasonable time from the

close of the financial year as may be permitted by ICICI Bank; (ii) such other statement or statements or information pertaining to the

operations or business of the Borrower as ICICI Bank may require in the context of the said Loan; and (iii) All notices or other

documents issued by the Borrower to its creditors.

(C) The Borrower covenants and undertakes that so long as the amounts due under the Loan are outstanding and until the full and

final payment of all money due thereunder, it shall not without the prior consent of ICICI Bank (which shall not be unreasonably withheld): (i) change or alter its capital structure; (ii) effect any merger, demerger, amalgamation, corporate reconstruction or

compromise with its creditors of shareholders; (iii) change its constitutional documents in a manner adversely affecting ICICI Bank

and /or the Borrower's performance under the Facility and the Standard Terms and Conditions.

(d)The Borrower hereby further covenants and agrees that in case of an Event of Default, without prior written approval of ICICI

Bank, the Borrower shall not: (i) declare dividend or distribute profits; (ii) make any investment in any concern or provide any credit or

give any guarantee, indemnity or similar assurance in connection with the obligation of any person other than itself; (iii) redeem,

purchase, buyback, retire or repay any of its share capital; (iv) change its financial year end or change the accounting method or

policies, unless required by law; (v) avail of any additional/ new credit facility or accommodation from any bank(s) or financial

institution(s); (vi) pay any commission to its promoters, directors, managers or other persons for furnishing guarantees, counter

guarantees or indemnities; vii) pay any compensation to its promoters or directors in the event of loss of office for any reason

whatsoever.

(III)The Borrower:

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(a)agrees that the Bank may suspend usage of the sanctioned limits in the event the Borrower is declared a wilful defaulter under the

applicable RBI regulations and guidelines.

(b)shall, at its own expense, allow ICICI Bank to appoint auditors (or award a separate mandate to the Borrower's auditors), chartered accountants, cost accountants, forensic experts or other consultants for carrying out concurrent or special audit or examination of

the Borrower, where such audit or examination is required to be conducted pursuant to regulatory requirements.

(C)shall not induct a person identified as wilful defaulter in any capacity where such a person is on its board or is in charge and

responsible for the management of its affairs. In the event the person so inducted is found to be wilful defaulter, the Borrower shall

take immediate steps for removal of such persons.

13. EVENTS OF DEFAULT

(I) The following acts, as set out below, shall each constitute an "Event of Default" by the Borrower of the Facility and /or Standard

Terms and Conditions:

(a) Default has occurred in the payment of any monies (whether for principal or interest or otherwise), in respect of the Loan on the

Due Dates, whether at stated maturity, by acceleration or otherwise;

(b) The Borrower defaults in the performance of any of the terms of the Loan and/ or Transaction Documents;

(C) Any information, representation, warranty, declaration or confirmation under the the Standard Terms and Conditions or any

information provided to ICICI Bank has been found to be false, incomplete, misleading or fraudulent;

(d) The Borrower is unable or has admitted in writing its inability to pay any of its Indebtedness as they mature or when due;

(e) The Borrower has, or might, become the subject of proceedings under any bankruptcy or insolvency law; or becomes bankrupt or

insolvent; or has taken any action for insolvency or bankruptcy; or an administrator, trustee, bankruptcy trustee or resolution professional in relation to the Borrower or the assets of the Borrower; or any of the assets of the Borrower have been attached for

the recovery of any dues from the Borrower; or any judgement or decree has been rendered against the Borrower;

(f) It has become unlawful for the Borrower or ICICI Bank to perform any of their respective obligations under the Loan and / or the

Standard Terms and Conditions:

(g) The Borrower is likely to be unable repay the Loan or any monies under the Loan and/ or Standard Terms and Conditions or any

part thereof as they mature or when they become due;

(h) The Borrower has defaulted under any other agreement relating to any Indebtedness of the Borrower or any other lenders to the

Borrower have recalled their loans or any part thereof;

(i) There has occurred, in the sole opinion of ICICI Bank, a Material Adverse Effect; or

(j)The demise of any Borrower;

(k) The Borrower compounds with her/its creditors or permits any attachment or sequestrations or other processes against any of

her/its assets or properties.

(II) The decision of ICICI Bank as to whether or not an Event of Default has occurred shall be final and binding upon the Borrower.

ICICI Bank Limited

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(III) The Borrower hereby confirms that he/she has fully understood and acknowledges the consequences of an Event of Default, as

well as ICICI Bank's rights and remedies thereupon, as set out under the Transaction Documents.

(IV) Promptly upon becoming aware of the existence of an Event of Default, the Borrower shall notify ICICI Bank in writing thereof and shall inform ICICI Bank of the steps, if any, being taken to remedy it. In such event, ICICI Bank may, by a notice in writing to the

Borrower and without prejudice to any other rights and remedies available to it, call upon the Borrower to pay the Borrower's Dues.

(V) Upon the occurrence of the Event of Default and at any time thereafter, if any such event shall be continuing, ICICI Bank may, in

its sole discretion:

(a) declare that the principal and all accrued interest on the Loan and all amounts under the Facility and/ or Transaction Documents have become payable forthwith by the Borrower to ICICI Bank and upon such declaration the same shall become due and payable

forthwith;

(b) exercise such other rights and remedies as may be available to ICICI Bank under law including by suit, in equity or by action at

law, or both, or otherwise; and/or

(C) stipulate such other condition or take such other action as ICICI Bank deems fit.

14.PUBLICATION OF DEFAULT

(I) In the event of a default by the Borrower of any of the terms of the Transaction Documents,

ICICI Bank and the RBI (or any agency approved or authorised by RBI or other governmental authority) will have the right to disclose

and publish the details of such default along with the name of the Borrower as defaulters in such manner and through such media as ICICI Bank and/or the RBI (or any agency approved or authorised by RBI or other governmental authority) may, in their absolute

discretion, think fit.

(II) In the event that the Borrower chooses to use internet banking, e-commerce, mobile/phone banking facilities of ICICI Bank, such

usage shall be subject to the privacy commitment displayed on the Website and all terms and conditions, as amended from time to

time, available on the platform governing the same.

15. LIEN AND SET-OFF

(I) Without prejudice to any rights of ICICI Bank, ICICI Bank shall have a paramount lien and right of set-off against all monies of the

Borrower standing to the credit of the Borrower in any account(s) (including fixed deposit) of the Borrower with ICICI Bank, whether

held singly or jointly, and on any monies, securities, bonds and other assets, documents and properties held by /under the control of

ICICI Bank and the Borrower authorises ICICI Bank to debit the account(s) of the Borrower with ICICI Bank or to apply any credit

balance to which the Borrower is entitled on any account of the Borrower with ICICI Bank in satisfaction of any sum, whether for principal or interest or otherwise due and payable by the Borrower to ICICI Bank under the Loan and/ or Standard Terms and

Conditions.

(II) Nothing herein contained shall prejudice or adversely affect any general or special lien or right to set-off to which ICICI Bank is or

may by law or otherwise be entitled or any rights or remedies of ICICI Bank including in respect of any present or future security,

guarantee, obligations of the Borrower.

Regd. Office: ICICI Bank Tower, Near Chakli Circle,

ICICI Bank Limited



(III) The Borrower further agrees that in addition to and without prejudice to any other right or lien enjoyed by ICICI Bank, ICICI Bank will further be entitled at any point of time and without to the Borrower to combine or consolidate all or any of the Borrower's accounts (including any fixed deposits) held with ICICI Bank and all the credits and liabilities therein and set off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of any of the Borrower's liabilities to ICICI Bank on any account whatsoever, whether such liabilities are actual or contingent, primary or collateral and whether joint or several.

#### **16. DEATH OR INSOLVENCY**

Insolvency or bankruptcy of the Borrower and, so long as the whole or any part of the Borrower Dues remains payable to bank, ICICI Bank shall be entitled to act upon and enforce all of its rights pursuant to, and in accordance with, the Standard Terms and Conditions against the estate or assets of the Borrower.

#### 17. DISCLOSURE OF INFORMATION

(I) The Borrower agrees and accepts for the disclosure by ICICI Bank of all or any information and data relating to the Borrower, the Loan, the Borrowers account, and the Transaction Documents (including but not limited to information relating to default, if any, committed by the Borrower, in the discharge of the Borrower's obligations) as ICICI Bank may deem appropriate to the RBI and/or to the Credit Information Bureau (India) Limited and/or to any other agency authorized in this behalf by RBI, to its professional advisers or consultants and to its service providers, third party or otherwise, instructed by ICICI Bank in relation to the Loan or Transaction Documents, and/or as required under law or any applicable regulation, at the order of a court of law, or at the request or order of any statutory, regulatory or supervisory authority with whom it customarily complies.

(II) The Borrower declares that the information furnished and to be furnished to ICICI Bank are and shall be true and correct.

### (III) The Borrower:

(a) accepts that RBI or the Credit Information Bureau (India) Limited and any other agency so authorized, any statutory, regulatory or supervisory authority, may use, process, disseminate the said information and data disclosed by ICICI Bank in such manner as deemed fit by them in any particular circumstances; and (b) shall not hold ICICI Bank at all responsible or liable in this regard.

(IV) ICICI Bank shall, as it may deem appropriate and necessary, be entitled to disclose all or any:

(i) information and data relating to the Borrower; (ii) information or data relating to the Facility, its terms, Transaction Documents; (iii) obligations assumed / to be assumed by the Borrower/s in relation to the Facility under the Transaction Documents; (iv) default, if any, committed by the Borrower/s in discharge of the aforesaid obligations, to Credit Information Companies ("CICs") and any other agency authorized in this behalf by the RBI. CICs and / or any other agency so authorised may use and/or process the aforesaid information and data disclosed by ICICI Bank in any manner as deemed fit by them. CICs and/or any other agency so authorize may furnish for consideration, the processed information and data or products thereof prepared by them, to ICICI Bank/ financial institutions and other credit grantors or registered users, as may be specified by ICICI Bank in this behalf. All information and data furnished by the Borrowers to ICICI Bank from time to time shall be true and correct.

#### **18. SERVICE PROVIDER**

It is agreed by the Borrower, that without prejudice to any rights of ICICI Bank, all acts / steps as are necessary for ICICI Bank to take in order to monitor the Loan and its utilisation and/or the obligations of the Borrower and /or the Borrower's compliance with the terms hereof and / or to recover amounts due to ICICI Bank or any part or portion thereof, shall and/or may be carried out by and / or through such other person (including a company or body corporate) as may from time to time be appointed by ICICI Bank in respect thereof and that ICICI Bank will at all times be entitled to share with any such other person that may thus be appointed by ICICI Bank, all documents statements of accounts and other information of whatsoever nature pertaining to the Borrower and/or the Loan. Further, the Borrower expressly recognises and accepts that ICICI Bank shall, without prejudice to its rights to perform such activities



either itself or through its officers or servants, be absolutely entitled and have full power and authority to appoint one or more third parties of ICICI Bank's choice and to transfer or delegate to such third parties the right and authority to collect on behalf of ICICI Bank all unpaid amounts and to perform and execute all Ver. 1.0 18th March 2024acts, deeds, matters and things connected therewith or incidental thereto including attending the office or residence of the Borrower, receiving the amounts due, and generally performing all lawful acts as the third party may consider appropriate for such purposes.

#### 19. INDEMNITY

(I) The Borrower shall indemnify ICICI Bank from and against any and all expenses, loss, damage or liability which it may incur in connection with the Loan and/ or the Standard Terms and Conditions or the transactions contemplated by the Standard Terms and Conditions and/or for the recovery of the Borrower's Dues (including as a consequence of the occurrence of any Event of Default). Such indemnity shall extend to any interest, fees, premium, costs, charges or expenses or any other sums paid or payable in relation to the Loan or its recovery.

(II) The Borrower further agrees to indemnify and keep indemnified ICICI Bank from and against any and all claims, damages, costs, losses, expenses, suits, proceedings, actions or liabilities,

whatsoever arising in connection with or relating to any communication sent/received by ICICI Bank by electronic means such as email, facsimile, text messaging or the Website or through its mobile phone-based application or via the Portal/Platform.

#### 20. Governing Law and Dispute Resolution

The Standard Terms and Conditions shall be governed by and in accordance with the laws of India. Any claim or dispute whatsoever (whether in contract, tort or otherwise) arising out of or in connection under the terms of facility, including any question regarding its construction, meaning, existence, validity, breach, recall, recovery or termination, shall be resolved and settled by mediation or conciliation (if the Borrower and ICICI Bank agree to such mediation or conciliation), administered in accordance with the applicable mediation or conciliation rules of an independent online dispute resolution institution listed on the Website ("ODR Institutions"). Any party may appoint any listed ODR Institutions to facilitate mediation or conciliation. If one Party appoints an ODR institution before the other, the ODR institution appointed by the first Party shall be binding on other party. If the Borrower and ICICI Bank do not agree to mediation or conciliation, or if the mediation or conciliation fails to resolve the claim or dispute within the period stipulated in such rules or within a period of 21 days from the date of notice of appointment of mediator or conciliator (whichever is earlier), then the claim or dispute shall be taken forward for adjudication by arbitration in terms of the applicable rules of said ODR

Institution, and in accordance with the Arbitration and Conciliation Act, 1996, which shall be conducted (including for recording of evidence or tendering of documents), concluded and administered online by ODR Institution through its website/platform or mobile application. The arbitral tribunal shall consist of an independent sole arbitrator appointed in accordance with the applicable arbitration rules of the ODR Institution. The seat of arbitration proceedings shall be Mumbai. The law governing the arbitration proceedings shall be Indian law. The procedural law of arbitration shall be rules of ODR Institution.

#### **21. MISCELLANEOUS**

#### (I) Assignment and Risk Participation:

(a) The Borrower shall not assign or transfer all or any of its rights, benefits or obligations under the Unsecured Loan and the Standard Terms and Conditions. ICICI Bank shall be free to assign, transfer, novate, securitise the Loan and/or any of its rights and obligations under the Unsecured Loan and these Standard Terms and Conditions without the consent of or notice to the Borrower, and the Borrower agrees to execute any document or provide any confirmation in any form manner or substance that ICICI Bank may require to give effect to such assignment, transfer or novation.



(b) Without prejudice to any of these Standard Terms, ICICI Bank may (at its sole discretion, without notice to the Borrower/s) share the credit risk of the whole or a part of the Facility with any other person by way of participation. Notwithstanding such participation, all rights, title, interests, special status and other benefits and privileges enjoyed or held by ICICI Bank under the Transaction Documents shall remain valid, effective and enforceable by ICICI Bank as per the Transaction Documents. The Borrower/s shall continue to discharge their obligations under the Transaction Documents to ICICI Bank. The Borrower/s shall not have and claim privity of contract with such person on account of any reason whatsoever.

(II) Notices: All notices or other communications under the Standard Terms and Conditions shall be given in writing and, unless otherwise stated, may be sent by email, in-app messages, SMS/text messaging, WhatsApp messaging services, ordinary post, speed post or courier. Any such notice or other communication will be deemed to be effective: (i) if delivered in person, at the time of such delivery; (ii) if dispatched by post or courier, when recall of the letter is outside the control of the sender; (iii) if sent by email, when such email enters the sent items folders; and (iv) if sent by in-app messages/SMS/text messaging/WhatsApp messaging services, when have been sent irrespective of any telecom service provider delay. No notice or communication to ICICI Bank shall be effective unless actually received and acknowledged by Bank. Notices or communication made to: the Borrower postal address or email address or mobile number, as specified in the MITC, and shall be deemed to be proper and sufficient service irrespective of whether or not such notice shall be returned "unserved", unless the Borrower has duly notified ICICI Bank in writing of any changes to the address, email or mobile number. The Borrower agrees to assume the entire risk of non-delivery by reason of any electronic error, telecom service provider error or otherwise.

(III) <u>Severability</u>: Any provision of the Standard Terms and Conditions which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of the prohibition or unenforceability but that shall not invalidate the remaining provisions of the Standard Terms and Conditions or affect such provision in any other jurisdiction.

(IV) <u>Waiver</u>: No delay in exercising or omission to exercise any right, power or remedy accruing to ICICI Bank under the Terms and Conditions shall impair any such right, power or remedy or shall be construed to be a waiver or acquiescence thereof. The rights of ICICI Bank under the standard Terms and Conditions are cumulative and not exclusive of their rights under general law and may be waived only in writing and specifically and at ICICI Bank sole discretion.

(V) <u>Amendment</u>: ICICI Bank has the absolute discretion to amend or supplement any of the Standard Terms and Conditions at any time (including if arising or occasioned by any change in RBI guidelines or directives from time to time) and will endeavor to give a prior notice of 15 Business Days by email or by notice on its Website or via its mobile-based application wherever feasible. Such amendments will apply to and be binding on the Borrower in terms of such amendments/supplements.

(VI) <u>Joint and Several Liability</u>: The Borrower's liability for repayment of the Borrower's Dues shall, in cases where more than one Borrower have jointly applied for the Facility, be joint and several. If the Borrower is an individual doing business as a sole proprietary concern, the Borrower shall be solely responsible for the liabilities of the aforesaid concern and will be personally liable for making repayment / payments of all amounts in respect of the Facility to ICICI Bank.

(VII) <u>Grievance Redressal Mechanism</u>: ICICI Bank follows a three level grievance redressal mechanism that is available on the website of the Bank. For details, please visit our website www.icicibank.com and navigate to - Home > Contact Us > Queries/Complaints.



#### ADDITIONAL TERMS AND CONDITIONS

I/We have read and agree to the following declarations and consents:

#### **24/10/2025 07:36:19**

a. I'm a resident Indian and hereby furnish my consent to ICICI Bank to generate a proposal for personal loan for me.

# **24/10/2025 07:36:19**

b. I/We hereby furnish my consent to ICICI Bank to share and/or fetch any of my/our information

#### 1. Consent for Disclosure of Information

I/We hereby expressly authorize ICICI Bank to, disclose, transfer or part with any of my/our information (including my/our sensitive personal information, location etc.) or any other device information when ICICI Bank considers such disclosure as necessary, with:

- a) Agents of ICICI Bank in any jurisdiction;
- b) Auditors, credit rating agencies/credit bureaus, statutory/regulatory authorities, governmental/administrative authorities, Central Know Your Customer (C-KYC) registry or SEBI Know Your Client registration agency, having jurisdiction over ICICI Bank:
- c) Service providers, professional advisors, consultants or such person with whom ICICI Bank contracts or proposes to contract; Bank;

(Collectively referred to as "Permitted Persons")

#### For the purpose of:

- a) Provision of the facility, completion of on-boarding formalities and servicing; or
- b) Complying with KYC /customer due diligence requirements, anti-money laundering checks; or
- c) Compliance with applicable laws or any order (judicial or otherwise), statutory/regulatory/legal requirement, including disclosure to information utilities; or
- d) Credit review of facilities availed; or
- e) Authentication or verification; or
- f) Research or analysis, credit reporting & scoring, risk management, participation in any service-related communication; or
- g) Electronic clearing network and for use or processing of the said information/data; or
- h) Disclosing any default in payment; or
- i) Recovering the credit facilities including all interest and other charges.

#### 2. Consent for Camera/Microphone Access

I/We hereby authorize ICICI Bank to get a one-time access to my/our device's camera and microphone for the purposes of on-boarding and KYC verification which is required to be conducted to enable ICICI Bank to provide the credit facilities sought by me/us.<sup>1</sup>

<sup>1</sup>Applicable for NTB or non-KYC compliant customer. Since this is a one-time consent, access should be disabled once on-boarding/KYC is completed.

3. Consent to ICICI Bank's Privacy Commitment

V.5.20250502



I/We confirm having read and understood ICICI Bank's 'Privacy Commitment' available at https://www.icicibank.com/privacy. I/We acknowledge that the same shall be subject to changes by ICICI Bank from time to time at its sole discretion and I/we agree to keep myself/ourselves updated with the same.

4. I authorise ICICI Bank to disclose such information provided by me to its service providers to enable them to contact me for rendering assistance that may be required to submit application to ICICI Bank and complete on-boarding formalities.

# **24/10/2025 07:37:17**

- a. I/ We hereby provide my/ our voluntary consent to ICICI Bank to use the Aadhaar details provided by me/ us for authentication and agree to the terms and conditions related to Aadhaar consent and updation.
- b. I/We have been provided various options by ICICI Bank for establishing my/our identity/address proof for opening the bank / loan account and have voluntarily submitted my Aadhaar to ICICI Bank and hereby give my/ our consent to ICICI Bank :(i) to establish my/our identity / address proof by Aadhaar based authentication system or verify the genuineness of the Aadhaar through Quick Response (QR) code or through such other manner as set out by UIDAI or any other law from time to time;(ii) to share my/our Aadhaar detail with UIDAI, NPCI, National Housing Board (NHB), concerned regulatory or statutory authorities as may be required under applicable laws.
- c. I/We hereby agree with the below terms pertaining to Aadhaar based authentication /verification:I/We have been informed that:
- (a) upon authentication, UIDAI may share with ICICI Bank information in nature of my /our demographic information including photograph which ICICI Bank may use as an identity/address proof for the purpose of account opening and updation of KYC in existing liability account/s with ICICI bank.
- (b) my/our Aadhaar details (including my demographic information) shared by UIDAI will not be used for any purpose other than the purpose mentioned above or as per requirements of law.
- (c) my/our biometric information will not be stored by ICICI Bank.

#### I declare that:

- I am not a director/relative of director of ICICI Bank/any other bank or senior officer at ICICI bank.
- No director of the ICICI Bank is a manager, director, partner, managing agent, employee or guarantor of the Borrower, or of an
  holding/Subsidiary of the Borrower or holds substantial interest, in the Borrower or in holding/Subsidiary of the Borrower and
  no director of any other bank, or directors of subsidiaries/trustees of mutual funds/venture capital funds set up by the ICICI
  Bank or any other bank holds substantial interest or is interested as director/partner/manager or as a guarantor of the
  Borrower.
- No relative (as specified by RBI) of a Chairman/Managing Director or director of banking company (including the ICICI Bank) or their subsidiaries or trustees of mutual funds/venture capital funds set up by a banking company (including the ICICI Bank) or a relative of senior officer (as specified by RBI) of the ICICI Bank, hold substantial interest or is interested as a director/partner/manager or as guarantor of the Borrower

<b>✓</b>	I Decla	ire	☐ I Don't Decla	re
	YES	<b>✓</b>	NO	

### VIDEO KYC TERMS AND CONDITIONS (Applicable only if customer initiates Video KYC)

These terms and conditions for Video KYC process ("Terms") apply to and regulate the operation of Video KYC process offered by ICICI Bank Limited ("ICICI Bank/Bank") in India and govern the general relationship between the Customer (defined below) and the ICICI Bank, having its registered office at: ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara 390007, India. These terms shall be in addition to any other terms as stipulated by ICICI Bank from time to time on its website (defined below) whether pertaining to the Product/Facility (defined below) or in relation to other services or offers provided by ICICI Bank.



Further, in case of inconsistency between the Terms and any specific term and condition pertaining to a specific Product/Facility, the specific term and condition of that particular Product/Facility shall prevail.

#### 1. Definitions:

- 1.1 In these Terms applicable to the Video based KYC process the following words and phrases shall have the meaning stated hereunder unless indicated otherwise:
- i. "Customer" shall mean a Resident Indian individual applicant who applies for any Product/Facility (defined below) with ICICI Bank subject to such Product/Facility specific terms and conditions as may be specified by ICICI Bank from time to time.
- ii. "KYC" shall mean the 'Know Your Customer' process to be completed by ICICI Bank as per extant regulations.
- iii. "Product"/"Facility" shall mean any ICICI Bank product or facility that the Customer has applied/requested for and in respect of which the Customer has consented to complete the KYC through the Video KYC process.
- iv. "Video KYC process" shall mean the process of KYC verification conducted through a video call feature supported by ICICI Bank in line with extant regulations and ICICI Bank policy.
- v. "Primary Terms and Conditions" shall mean the terms applicable to the Product/Facility being availed by the Customer.
- vi. "Website" shall mean ICICI Bank's website www.icicibank.com .

#### 2. Interpretation:

- i. All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- ii. Words importing any gender include the other gender.
- iii. Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, reenactments or replacements for the time being in force.
- iv. All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these Terms and Conditions.
- v. Reference to any "law or legislation, regulation, rule" shall mean, applicable, constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published directive, guideline, notice, requirement or governmental restriction, having the force of law in any jurisdiction and include laws as amended from time to time.
- 3. Applicability of the Terms:
- 3.1. These Terms and primary Terms and Conditions form the express contract between the Customer and ICICI Bank. The Customer shall apply to ICICI Bank in the prescribed form for the Product/Facility. By applying, the Customer acknowledges that he has read, understood and accepted these Terms and the primary Terms and Conditions as applicable.
- 4. General Terms for Video KYC process:
- 4.1. Requirements for availing of Video KYC feature:
- i. Video KYC process is available only for Customers who are physically present in India and if the same can be confirmed through their live location through geo- tagging.
- ii. The Video KYC process is available and accessible to Customers throughout the year irrespective of ICICI Bank's working hours or holidays i.e. 24\*7 and 365 days a year.
- iii. Video KYC process shall work only in good network/internet conditions and
- iv. Customer should possess requisite documents and materials as informed on the journey page at the time of the Video KYC process to avoid any inconvenience.
- 4.2 On opting for Video KYC process, a two-way video call will be initiated between the Customer and ICICI Bank official to start the Video KYC process.
- 4.3 As a part of Video KYC process, the Customer shall be required to verify their identity by answering certain questions asked by ICICI Bank officials through a video call. By proceeding with the video call, the Customer accepts the Terms herein.
- 4.4 The Customer shall be required to co-operate with ICICI Bank officials in every manner and provide all such relevant information/data/documents including but not limited to allowing ICICI Bank officials to capture their photographs, photographs/screenshots of various documents (including but not limited to Officially Valid Documents ("OVD"), PAN, etc.), screenshot of the Customer's signature on a plain paper as submitted by the Customer during Video KYC process as and when requested by ICICI Bank officials. The Customer agrees and consents to co-operate and provide all such relevant data/documents, etc. for the purpose of Video KYC process.
- 4.5 The Customer authorises ICICI Bank to collect/store/verify any and all information/details received through the Video KYC process including but not limited to the video call itself, information received from documents/information captured/shared through the video call.



- 4.6 In case the documents shown and verified by ICICI Bank officials over a video call do not comply with the ICICI Bank policy and/or relevant guidelines due to any reason whatsoever, the application request shall be rejected and it will be converted to the offline KYC mode. Customers need to follow the offline KYC process to complete their KYC verification process in such case for completion of the Product/Facility application request.
- 4.7 The Customer agrees and understands that the image of the signature crop provided by the Customer shall be updated in ICICI Bank records as the Customer's specimen signature.
- 4.8 Customers who have opted for Video KYC process for the Product/Facility application agree that their request is subject to verification and may be rejected by the Bank for various reasons including, but not limited to:
- i. Call drop due to network/internet issues at the Customer's or ICICI Bank's end; or
- ii. Documents matching criteria is not fulfilled or
- iii. Bank official is unable to capture the screenshot of Customer's photo or any document or
- iv. Customer is not ready to co-operate with Bank officials or
- v. Signature process is incomplete or
- vi. Location outside India, face mis-match, poor quality uploaded documents or
- vii. For any other reason at the discretion of ICICI Bank.

In case of such rejection, Customers need to follow the offline KYC process to complete their KYC verification process for completion of the Product/Facility application request.

4.9 The Customer understands that the Video KYC process is subject to the availability of ICICI Bank officials to conduct such Video KYC, and technical stipulations including but not limited to those arising due to any delay, interruption, suspension, resolution or error of ICICI Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or request to and from the telecommunication equipment of the Customer and the network of any internet service provider and ICICI Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, or ICICI Bank's system or the network of any internet service provider and/or any third party who provides such services as is necessary to provide the Video KYC process.

- 5. Acceptance of Terms and Conditions:
- 5.1 By accepting these terms and conditions in the digital journey of the Video KYC process, the Customer shall be deemed to have accorded his approval/consent to (i) complete the KYC verification for the Product/Facility application through Video KYC process (ii) the consents, authorisations, declarations and undertakings, etc. mentioned therein.
- 6. Miscellaneous:
- 6.1 Customer agrees that all costs incurred at the Customer's end (technical/data plan related or otherwise) for completing the Video KYC process shall be borne by the Customer solely.
- 6.2 The Customer agrees that ICICI Bank shall not be liable for any connectivity/signal/data related issues leading to incomplete information/application being provided by the Customer.
- 6.3 In case the Video based KYC process is not completed/submitted for any reason whatsoever, ICICI Bank may contact the Customer for completing offline KYC.
- 6.4 Customer hereby agrees to indemnify, defend and hold harmless ICICI Bank from and against any and all liability, loss that may occur, arise from reliance by ICICI Bank on the information, declarations, documents, images and undertakings, etc. provided by the Customer (on account of them being fake/incorrect/erroneous), the usage of online/offline mode for the Product/Facility application including the details provided basis this Video KYC process or breach, non-performance or inadequate performance by the Customer of any of these Terms, Primary Terms and Conditions or the acts, errors, representations, misrepresentations, misconduct or negligence of the Customer in performance of its obligations.
- 6.5 In case of any inconsistency/inaccuracy/non-completion of any formalities in the Video KYC process or for any other reason whatsoever, ICICI Bank may contact the Customer for offline completion of KYC. The Customer agrees and confirms that ICICI Bank shall at its sole discretion reject the Product/Facility application for any reason whatsoever including but not limited reasons attributable to erroneous, incomplete, misleading information or non- adherence with the relevant norms/non submission of KYC documents to ICICI Bank or upon any notice/directions received from any other regulatory body.
- 6.6 The Bank reserves the right, at any time and from time to time, with or without notice, to cancel, withdraw, suspend, vary, change, add to or supplement the Video KYC process and facilities offered to Customers hereunder.
- 7. Change of Terms:
- 7.1 ICICI Bank shall have the absolute discretion to amend or supplement any of these Terms at any time. ICICI Bank may communicate the amended Terms by hosting the same on the Website or in any other manner as decided by ICICI Bank.



#### 8. Limitation of Liability

- 8.1 Neither ICICI Bank nor its employees shall be responsible or liable in any way for any direct or consequential loss suffered by the Customer or any third party or towards any claims that may arise due to the rejections of the Product/Facility application due to the Video KYC process availed by the Customer.
- 8.2 ICICI Bank shall not be liable for any failure to perform any obligation contained in these Terms or for any loss or damage whatsoever suffered or incurred by the Customer or a third party howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.
- 8.3 Under no circumstances shall the Bank be liable to the Customer or a third party for any indirect, incidental, consequential, special or exemplary loss or damages in connection with the Video KYC process.

#### 9. Force Majeure:

9.1 ICICI Bank shall not be liable for any losses caused by its inability or delay in providing the Video KYC process or fulfilling any of ICICI Bank's obligations hereunder, either wholly or in part, caused by or in connection with any force majeure events including, but not limited to, restrictions on convertibility, transferability, requisitions, hacking, involuntary transfers, riot, disturbance, strikes, lock-outs, bandhs, war, civil strife, burglary, theft, dacoit, accident, hacking, technical fault including problems related to computers, accessories, software, printers, fax machines, internet, telephone system and such related hardware and software beyond the control of ICICI Bank, breach of trust by any authorised persons, flood, epidemic/pandemic, fire, earthquake, act of God, act of any Government, change in regulation or law and other allied acts of regulatory or statutory nature or if the performance of such obligation or provision of such service would result in the breach of any law, regulation or other requirement of any governmental or other authority or on account of any other restriction or requisition or other circumstances or events whatsoever beyond the control of the Bank and the Bank shall not be obliged to provide any service or facility or perform any of its obligations hereunder during the period while the Bank's performance is affected by force majeure conditions. The Bank shall not be responsible for any loss or damage caused to the Customer by reason of any failure to comply with the Customer instructions, when such failure is caused due to reasons beyond the control of the Bank, the opinion of the Bank being final in this regard.

#### 10. Governing Law:

10.1 The laws of India shall govern these Terms. The Customer hereby agrees that any legal action or proceedings arising out of the Terms shall be brought in the courts or tribunals at Mumbai in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. ICICI Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the Terms in any other court, tribunal or other appropriate forum, and the Customer hereby consents to that jurisdiction.

#### **Customer Details:**

Name: NARMESH NIGAM

IP Address: 122.161.52.67

Time Stamp: 24-10-2025 13:07:48