

ICICI BANK LIMITED'S STANDARD TERMS AND CONDITIONS FOR "FLEXICASH"

(Registered on 17th May 2007 with the Sub-Registrar VII, New Delhi vide registered Document No. 945 in Book No. IV, Volume no 1,340 at pages 19 to 26)

1. DEFINITIONS AND CONSTRUCTION

1.A. In these terms and conditions (the "Standard Terms", as referred to in the Application Form), unless there is anything repugnant to the subject or context thereof, the expressions listed below, if applicable, shall have the following meanings:

"**Account**" shall have the meaning ascribed to it in Clause 2(1) hereof.

"**Amount Due**" means all amounts in relation or pertaining to the Facility excluding the amounts drawn

"**Application Form**" means, as the context may permit or require, the particular Credit Facility Application Form submitted by the Borrower to ICICI Bank Limited ("ICICI Bank", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) for applying for and availing of the Facility, together with the Preliminary Credit Facility Application Form and all other information, particulars, clarifications and declarations, if any, furnished by the Borrower or any other persons from time to time in connection with the Facility.

"**Borrower**" means and refers to the particular applicant who has been sanctioned/granted the Facility by ICICI Bank based on the Application Form submitted by such applicant to ICICI Bank for availing the Facility and includes, his / her heirs, legal representatives, executors, administrators and permitted assigns.

"**Business Day**" means a day on which the relevant/local office of ICICI Bank, as specified in the Application Form, or such other office as may be notified by ICICI Bank to the Borrower, is open for normal business transactions.

"**Due Date**" means the date(s) on which any amounts in respect of the Facility including the interest and/or any other monies fall due in accordance with the Loan Terms.

"**Facility**" means the overdraft/financial assistance provided / agreed to be provided by ICICI Bank to the Borrower and agreed to be drawn / drawn / availed of by the Borrower from ICICI Bank.

"**Indebtedness**" means any indebtedness whatsoever of the Borrower at any time for or in respect of monies borrowed, contracted or raised (whether or not for cash consideration) or liabilities contracted by whatever means (including under guarantees, indemnities, acceptance, credits, deposits, hire-purchase and leasing).

"**Loan Terms**" means and refers collectively to all the terms and conditions set out in the Application Form, these Standard Terms and/or any other relevant document/letter/communication.

"**Material Adverse Effect**" means the effect or consequence of any event or circumstance which is or is likely to be: (a) adverse to the ability of the Borrower or any person to perform or comply with any of their respective obligations under the Loan Terms in accordance with their respective terms; or (ii) prejudicial to any of the businesses, operations or financial condition of the Borrower.

"**RBI**" means Reserve Bank of India.

"**Total Amount Due**" means and includes the outstanding amount of the Facility, all interest, all fees, costs, charges, expenses, stamp duty and all other sums whatsoever payable by the Borrower to ICICI Bank in accordance with the Loan Terms.

1.B. In these Standard Terms, unless the contrary intention appears:

(a) a reference to:

an "**amendment**" includes a supplement, modification, novation, replacement or re-enactment "amended" is to be construed accordingly;

an "**authorisation**" includes an authorisation, consent, clearance, approval, permission, resolution, licence, exemption, filing and registration;

"**law**" includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/submission of the Application Form or thereafter and each as amended from time to time.

"**person**" includes an individual, corporation, partnership, joint venture, association of persons, trust, unincorporated organisation, government (central, state or otherwise), sovereign state, or any agency, department, authority or political subdivision thereof, international organisation, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being.

(b) the singular includes the plural (and vice versa);

(c) the headings in these Standard Terms are inserted for convenience of reference only and are to be ignored in construing and interpreting the Loan Terms;

(d) reference to the words "include" or "including" shall be construed without limitation;

(e) reference to a gender shall include references to the female, male and neuter genders;

(f) all approvals, permissions, consents or acceptance required from ICICI Bank for any matter shall require the "prior", "written" approval, permission, consent or acceptance of ICICI Bank;

(g) 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.

All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the Application Form.

All capitalised terms used but not specifically defined in the Application Form shall have the respective meanings ascribed to them under these Terms.

2. FACILITY AND DISBURSEMENT

1. The Borrower shall open and maintain a current account (the "Account") with ICICI Bank for availing the Facility upto the Overall Limit. The Borrower shall also comply with the terms and conditions pertaining to current account as also "Sweep" facility (if any).

2. The ATM Card shall be linked to the Account at the relevant branch of ICICI Bank specified in the Application Form through which the Facility is to be utilised. The Borrower shall comply with the terms and conditions for usage of such ATM Card as are stipulated by ICICI Bank in this regard from time to time.

3. (i) The Borrower shall not avail Facility from ICICI Bank beyond the Overall Limit.

(ii) ICICI Bank may at its sole discretion vary the Overall Limit of the Borrower. The Borrower agrees to keep himself informed of the Overall Limit as may be varied from time to time.

4. (i) The Borrower shall be liable to pay interest on the Facility at the rate and on the date(s) specified in the Application Form. The rate of interest payable by the Borrower shall be subject to changes based on guidelines / directives issued by RBI to banks from time to time or as may be deemed fit by ICICI Bank upon giving prior notice of such change to the Borrower. The Borrower also notes and acknowledges that ICICI Bank is obliged to give effect to any revision of interest rates, on all existing advances/financial assistances as per the RBI guidelines/directives.

(ii) The Borrower acknowledges and agrees that the rates of further interest and late payment fees specified in the Application Form and/or any other provisions of the Loan Terms are reasonable and that they represent genuine pre-estimates of the loss expected to be incurred by ICICI Bank in the event of non-payment of any monies by the Borrower.

(iii) Interest on the outstanding amounts under the Facilities / other charges, when debited to the Account of the Bank, shall be calculated on the daily debit balance of such Account.

(iv) Interest, commission, discount and all other charges shall accrue from day to day and shall be computed on the basis of 365 days a year and the actual number of days elapsed.

5. If the Due Date in respect of any amounts payable in respect of the Facility under the Loan Terms 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.

3. PAYMENT AND OTHER CHARGES

1. The Borrower shall repay the Facility together with all interest, costs, charges, expenses and monies in respect thereof in accordance with the Loan Terms and without any protest or demur.

2. The Borrower shall be sent a monthly statement of Account by ICICI Bank setting out the Amount Due & Total Amount Due which is payable by the Borrower. Without prejudice to the liability of the Borrower to pay the Amount Due specified on or before the Due Date specified in the aforesaid Statement, the Borrower may exercise the option to pay the Amount Due on or before the Due Date. Any such amount remaining unpaid of the previous statement/s of Account shall also be added to the Amount Due of the current statement of Account and interest shall be charged thereon and become payable by the Borrower.

3. If the Total Amount Due is more than the Overall Limit of the Facility, then the amount by which the Overall Limit of the Facility has been exceeded shall also be included in the monies payable as per the monthly statement of Account.

4. In the event of non-receipt of the statement of Account for any reason whatsoever, the Borrower shall pay ICICI Bank by ascertaining the Amount Due by availing the 24-Hour Phone Banking Service or otherwise.

5. All monies payable by the Borrower to ICICI Bank shall be paid to the credit of the Account of the Borrower with ICICI Bank established for the purpose of availing the Facility, by credit thereto, in cash or electronic clearing including any other acceptable electronic modes of payment and settlement, or by cheque/bank draft drawn in favour of ICICI Bank on a Scheduled Bank, including by using the drop box facility, if any provided by ICICI Bank and shall be so paid as to enable ICICI Bank to realise, at par, the amount on or before the relative Due Date. Credit of all payments by cheque/bank draft will be given only on realisation or on the relative Due Date, whichever is later.
 6. (i) Upon the Borrower failing to pay any amount in respect of the Facility within 60 days from the respective Due Date, ICICI Bank shall be entitled to put a debit freeze on the Account; such debit freeze may be lifted by ICICI Bank only upon the Borrower paying such amount along with other charges, interest etc. as may be applicable, within 90 days from such Due Date. ICICI Bank shall also be entitled to mark a lien on the Account in case the aforesaid amounts are not repaid / paid within the aforesaid period of 90 days.
(ii) ICICI Bank shall also be entitled to debit freeze on the Account and/or mark a lien on the Account in the event the conduct of the Account by the Borrower does not meet the norms of ICICI Bank and/or is not to the satisfaction of ICICI Bank. Removal of such freeze/ lien will be at the sole discretion of ICICI Bank and subject to such terms and conditions as may be specified by ICICI Bank from time to time.
 7. Unless the Borrower otherwise agrees, the right of the Borrower to make draws from the Facility shall cease on the expiry of the Validity Period. In such an event the Account of the Borrower shall be closed and the Borrower shall be sent a notice of closure with the Total Amount Due (alongwith interest thereon till repayment / payment at the rate/s specified in the Application Form) which the Borrower shall be liable to pay forthwith, in such manner as may be specified by ICICI Bank.
 8. On the expiry of the Validity Period, ICICI Bank may, at the request of the Borrower and at its sole discretion and subject to the terms and conditions set out in the Loan Terms and such conditions as may be stipulated by ICICI Bank, renew the Facility for an additional period of 12 months, on a year to year basis, subject to the conditions that no event of default has occurred and such other conditions as may be specified by ICICI Bank. Further, ICICI Bank may at its discretion suo moto at the end of the Validity Period unless otherwise specified by the Borrower in writing, renew the Facility for an additional period of 12 months, on a year to year basis with prior notice of the same to the Borrower. Upon renewal of the Facility, the Borrower shall be entitled to pay such charges as may be applicable.
 9. The Borrower shall be entitled to avail of / seek draws under the Facility so long as no Event of Default has occurred.
 10. The Borrower shall bear all interest tax, service tax, all other imposts, duties (including stamp duty and relevant registration and filing charges and taxes (of any description whatsoever) as may be levied from time to time by the Government or other authority in connection with/on : (a) the application for, and the grant and repayment of, the Facility, (b) the Loan Terms, (c) recovery and realisation of the Total Amount Due. The Borrower shall also pay all costs, charges, fees, expenses in any way incurred by ICICI Bank, and such stamp duty, other duties, taxes including the applicable banking cash transaction tax, charges and penalties if and when the Borrower is required to pay according to the laws for the time being in force. In the event of the Borrower failing to pay the monies referred to above, ICICI Bank shall be at liberty (but shall not be obliged) to pay the same. The Borrower shall reimburse all sums paid by ICICI Bank in accordance with the provisions contained herein.
 11. The Borrower shall reimburse all sums paid and/or expenses incurred by ICICI Bank (including by or on behalf of their representatives / consultants / appraiser) in relation to the Facility within 7 days from the date of notice of demand from ICICI Bank. All such sums shall carry interest from the date of payment till such reimbursement at the rate of further interest specified in the Application Form.
 12. All payments by the Borrower under the Loan Terms shall be made free and clear of and without any deduction, except to the extent that the Borrower is required by law to make payment subject to any taxes. If any tax or amounts in respect of tax must be deducted, or any other deductions must be made, from any amounts payable or paid by the Borrower, the Borrower shall pay such additional amounts as may be necessary to ensure that ICICI Bank receives a net amount equal to the full amount which it would have received had payment not been made subject to tax or other deduction. Provided that, all taxes required by law to be deducted by the Borrower from any amounts of interest paid or payable under the Loan Terms shall be paid by the Borrower when due and the Borrower shall, within 30 days of the payment being made, deliver to ICICI Bank evidence satisfactory to ICICI Bank (including all relevant tax receipts in originals) that the payment has been duly remitted to the appropriate authority.
 13. Notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable law, or any terms and conditions to the contrary contained in the Loan Terms, ICICI Bank may, at its absolute discretion, appropriate any payments made by the Borrower in accordance with the Loan Terms and / or any amounts realised by ICICI Bank by enforcement of security or otherwise, towards the dues payable by the Borrower to ICICI Bank under the Loan Terms and/or any other agreements whatsoever between the Borrower and ICICI Bank and in any manner whatsoever. Notwithstanding any such appropriation by ICICI Bank towards settlement of any dues payable by the Borrower to ICICI Bank under any other agreements between the Borrower and ICICI Bank, the Borrower shall continue to remain liable to ICICI Bank for all outstanding/remaining amounts in respect of the Facility.
 14. ICICI Bank shall be entitled to review the Facility after expiry of 11 months from the date of the Credit Facility Application Form. ICICI Bank shall be entitled to terminate the Facility if the conduct of Facility has been found to be unsatisfactory.
- #### 4. REPRESENTATIONS AND WARRANTIES
1. The entry into, delivery and performance by the Borrower of the transactions contemplated by the Loan Terms do not and shall not conflict with: (a) any law; (b) the constitutional documents, if any, of the Borrower; or (c) any document which is binding upon the Borrower or on any of its assets.
 2. The obligations of the Borrower shall not be affected, impaired or discharged by insolvency / death or otherwise of the Borrower or take over of the management or nationalisation of the undertaking of the Borrower, as the case may be.
 3. ICICI Bank reserves the right to: (i) offer the Borrower, whose accounts have been maintained in good standing as per the credit norms of ICICI Bank, certain facilities, memberships and services at such fees and on such terms and conditions as it may deem fit; (ii) waive or reduce the fees and to withdraw such benefit at any time without prior notice to the Borrower and without any liability to ICICI Bank. Any termination of the Facility because of a violation of the Loan Terms shall result automatically in the termination of such facilities and services. ICICI Bank shall not be liable, in any way, to the Borrower, in case of defect or breach in the performance of carrying out any facilities, memberships or services or the non-performance thereof, whether by ICICI Bank or any other third party. ICICI Bank reserves the right to use the information provided by the Borrower on its application and during surveys, information from external sources, including consumer reports, for marketing activities carried out by ICICI Bank / its affiliates. ICICI Bank may use this information to develop mailing lists that may be used by companies with whom ICICI Bank shall work to develop marketing offers for the Borrower. ICICI Bank reserves the right to revise the policies, features and benefits offered on the Facility from time to time and may notify the Borrower of any such revisions/changes in any manner as deemed appropriate. The Borrower will be bound by such revisions/changes unless the Facility is repaid / cancelled before the date on which the revisions/changes are made. The details of all transactions recorded in the borrowing /loan account of the Borrower may be shared with credit reference agencies, lenders and/or other agencies for the purposes of assessing further applications for credit by the Borrower and/or his / her family members, and for fraud prevention.
- #### 5. ADDITIONAL COVENANTS
1. The Borrower shall:
 - (i) Promptly notify ICICI Bank of the occurrence of any event or the existence of any circumstances, which constitutes or results in any declarations, representation, warranty, covenant or condition under the Loan Terms being or becoming untrue or incorrect in any respect.
 - (ii) Promptly deliver to ICICI Bank: (a) copies of all documents issued by the Borrower to all its creditors (or any general class of them) at the same time as they are issued; (b) such statements / information / accounts / records / reports / documents, financial or otherwise, as may be required by ICICI Bank from time to time in relation to the Facility within the period specified by ICICI Bank.
 - (iii) Promptly notify ICICI Bank of any action or steps taken or legal proceedings started by or against him/her in any court of law for his/her insolvency.
 - (iv) Promptly notify ICICI Bank of any litigation, arbitration, administrative or other proceedings initiated or threatened against the Borrower.
 - (v) Promptly notify ICICI Bank of any circumstances and conditions which have/may have a Material Adverse Effect.
 - (vi) Promptly, and not later than 7 days from the occurrence of such event, notify ICICI Bank in writing with full details of all change/s in the location/ address of any of the Borrowers' office or residence or place of business.
 - (vii) If required by ICICI Bank, provide and furnish to ICICI Bank, to their satisfaction, such security as may be required to secure the Facility. Failure of the Borrower to do so shall be termed as an Event of Default.
- #### 6. EVENTS OF DEFAULTS
1. The following acts, as set out below, shall each constitute an "Event of Default" by the Borrower for the purposes of the Loan Terms:

- i. Default (including, but not limited to, any payment default) which has occurred in the performance of any covenant, condition or agreement on the part of the Borrower under the Loan Terms or on the part of any other person.
 - ii. Breach of any representation, warranty, declaration or confirmation under the Loan Terms which has occurred / been committed and/or the Borrower has/have committed any fraud/ failed to submit any material information as required under the Application Form.
 - iii. The Borrower has, or if there is a reasonable apprehension that the Borrower has or would, voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law, or becomes bankrupt or insolvent or if a receiver has been appointed or allowed to be appointed of/over all or any part of the properties of the Borrower or if an attachment or distraint has been levied on the assets or any part thereof or certificate proceedings have been taken or commenced for recovery of any dues from the Borrower or if one or more judgements or decrees have been rendered or entered against the Borrower.
 - iv. Death of the Borrower.
 - v. It is or becomes unlawful for the Borrower or any person (including ICICI Bank) to perform any of their respective obligations under the Loan Terms.
 - vi. The Borrower is unable or has admitted in writing its inability to pay any of its Indebtedness as they mature or when due.
 - vii. An event of default howsoever described (or any event which with the giving of notice, lapse of time, determination of materiality or fulfilment of any other applicable condition or any combination of the foregoing would constitute an event of default) occurs under any agreement or document relating to any Indebtedness of the Borrower or if any other lenders of the Borrower including financial institutions or banks with whom the Borrower has entered into agreements for financial assistance have recalled its/their assistance or any part thereof.
 - viii. One or more events, conditions or circumstances (including any change in law) occur or exist, which in the sole opinion of ICICI Bank, could have a Material Adverse Effect.
2. The Borrower shall promptly notify ICICI Bank in writing upon becoming aware of any default and any event which constitutes (or, with the giving of notice, lapse of time, determination of materiality or satisfaction of other conditions, would be likely to constitute) an Event of Default and the steps, if any, being taken to remedy it.

7. RIGHTS AND REMEDIES OF ICICI BANK

1. On the happening of any of the Events of Default, ICICI Bank may, by a notice in writing to the Borrower and without prejudice to the rights and remedies available to ICICI Bank under the Loan Terms or otherwise call upon the Borrower or his legal heirs, legal representatives, executors, administrators and permitted assigns to pay all the Total Amount Due in respect of the Facility.
2. ICICI Bank shall be entitled, at the sole risk and cost of the Borrower, to engage one or, more person(s) to collect the Total Amount Due and/or to enforce any security provided by the Borrower, and ICICI Bank may (for such purposes) furnish to such person(s) such information, facts and figures pertaining to the Borrowers, the security 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.
3. ICICI Bank shall not in any way be liable/responsible, by reason of exercise or non-exercise of any rights and remedies available to ICICI Bank as aforesaid.
4. If any one (or more) Events of Default shall have occurred, then ICICI Bank shall, in addition to the various rights and remedies of ICICI Bank referred to in the clauses above, be irrevocably entitled and authorised to contact and require the Borrower's employers to make deduction/s from the salary/wages payable by the employer to the Borrower and to remit the same to ICICI Bank until all of the Total Amount Due from the Borrower to ICICI Bank

is completely discharged and paid off to the satisfaction of ICICI Bank. The deductions shall be of such amounts, and to such extent, as ICICI Bank may communicate to (and instruct) the Borrowers' employers. The Borrower shall not have, or raise/create, any objections to such deductions. No law or contract governing the Borrower and/or the Borrowers' employer prevents or restricts in any manner the aforesaid right of ICICI Bank to require such deduction and payment by the Borrowers' employer to ICICI Bank. Provided however that in the event the said amounts so deducted are insufficient to repay the outstanding Total Amount Due to ICICI Bank in full, the unpaid amounts remaining due to ICICI Bank shall be paid by the Borrower in such manner as ICICI Bank may in its sole discretion decide and the payment shall be made by the Borrower accordingly.

5. Notwithstanding any suspension or termination of the Facility, all rights and remedies of ICICI Bank as per the Loan Terms shall continue to survive until the receipt by ICICI Bank of the Total Amount Due in full to the satisfaction of ICICI Bank.

8. SET-OFF

1. (i) ICICI Bank and its group companies shall have a paramount right of set off and lien, irrespective of any other lien or charge, present as well as future on the deposits of any kind and nature (including fixed deposits) held/ balances lying in any accounts of the Borrower, whether in single name or joint names and on any monies, securities, bonds and all other assets, documents and properties held by/under the control of ICICI Bank and/or its group companies (whether by way of security or otherwise pursuant to any contract entered or to be entered into by the Borrower in any capacity) to the extent of all outstanding dues, whatsoever arising as a result of any of ICICI Bank's or its group companies' services extended to and/or used by the Borrower and/or as a result of any other facilities that may be granted by ICICI Bank and/or its group companies to the Borrower. ICICI Bank and/or its group companies are entitled without any notice to the Borrower to settle any indebtedness whatsoever, owed by the Borrower to ICICI Bank and/or its group companies, (whether actual or contingent, or whether primary or collateral on/against (a) all insurance proceeds whatsoever from the asset(s), as well as (b) all other monies, securities, deposits of any kind and nature, including fixed deposits and bonds, and all other assets and properties belonging to the Borrower or standing to the Borrower' credit (whether held singly or jointly with any other person), which are deposited with/under the control of ICICI Bank (or any of its group companies) whether by way of security or otherwise pursuant to any contract entered/to be entered into by the Borrower in any capacity or held by ICICI Bank for safe custody or otherwise, and ICICI Bank shall be entitled and authorized to exercise such right of lien & set off against all such amounts and assets for settlement of the Total Amount Due with or without any further notice to the Borrower. In this regard, any discharge given by ICICI Bank to its group companies shall be valid and binding on the Borrower. The joint account holder/s to such monies, securities, deposits and other assets is/are aware of, and have no objection to (a) the Facility applied for, (b) the Loan Terms, (c) using monies from their joint accounts for paying/repaying the Facility and all other amounts due to ICICI Bank, and (d) ICICI Bank's rights of set off in the event of the Borrower's default of the Loan Terms. It shall be the Borrower's sole responsibility and liability to settle all disputes/objections with such joint account holders, if so required, and ICICI Bank shall be well within its rights to exercise the right of set off against the money lying in the joint account/s or in any deposit/bond/other assets held jointly, for settlement of dues.
- (ii) In addition to the above mentioned right or any other right which ICICI Bank and its group companies may at any time be entitled whether by operation of law, contract or otherwise, the Borrower authorises the Bank: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Borrower with or to any branch of ICICI Bank and/or its group companies; (b) to sell any of the Borrowers' securities or properties held by the Bank by way of public or private sale without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from

the total amounts outstanding to ICICI Bank and/or its group companies from the Borrowers, including costs and expenses in connection with such sale; and (c) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of ICICI Bank and/or its group companies.

9. MISCELLANEOUS

1. The Total Amount Due or the security, if any, created in favour of ICICI Bank, shall not be revoked or cancelled or affected by the death or insolvency of the Borrower, and ICICI Bank shall, so long as the whole (or any part) of the Total Amount Due remains outstanding/payable to ICICI Bank, be entitled to act upon and enforce all of its rights pursuant to, and in accordance with, the Loan Terms executed by the Borrower/s in favour of ICICI Bank.
2. The entries made in the accounts / account books / records of ICICI Bank maintained in accordance with its usual practice and in compliance with the statutory requirements and/or any statement signed by a designated officer of ICICI Bank with respect to the Total Amount Due, shall be final and binding on the Borrower. Such entries and/or statements shall be conclusive evidence of the existence and amount of outstanding obligations of the Borrower as therein recorded in respect of the Facility and the Total Amount Due.
3. In case ICICI Bank recalls the Facility upon/after the occurrence of an Event of Default, and the Borrower requests ICICI Bank to accept part payment/s of the Total Amount Due and to permit the Borrower to continue repaying the monies due as per the monthly statements in future, ICICI Bank may entertain/accept such requests upon such further terms and conditions as ICICI Bank may think fit and proper in its sole discretion. Any decision taken by ICICI Bank not to allow such request/s of the Borrower shall be final and binding on the Borrower.
4. All notices or other communications under or in connection with the Total Amount Due and/or the Loan Terms shall be given in writing and, unless otherwise stated may be made by letter or facsimile. Any such notice or other communication will be deemed to be effective: (i) if sent by letter, when delivered personally or if dispatched by post, when recall of the letter is outside the control of the sender; and (ii) if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number). Provided, however, that no notice or communication to ICICI Bank shall be effective unless actually received and acknowledged by ICICI Bank. Notices or communication may be made to: (i) the Borrowers' address or facsimile number to which notices are to be sent (as specified in the Application Form), and (ii) ICICI Bank's zonal / regional /branch office address or facsimile number (as specified in the Application Form), or to such other address or facsimile number as may be designated by the Borrower and ICICI Bank in writing to each other. In the event of any failure by the Borrower to notify ICICI Bank in writing of any changes in his/her/their contact address or details, service of a notice/ correspondence to the address specified in the Application Form or last given by the Borrower shall be deemed to be proper and sufficient service on the Borrower irrespective of whether or not such notice shall be returned "unserved" to ICICI Bank.
5. The Borrower shall not assign or transfer all or any of its rights, benefits or obligations under the Loan Terms without the approval of ICICI Bank. ICICI Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under the Loan Terms. Notwithstanding any such assignment or transfer, the Borrower shall, unless otherwise notified by ICICI Bank, continue to make all payments under the Loan Terms to ICICI Bank and all such payments when made to ICICI Bank shall constitute a full discharge to the Borrower from all its liabilities in respect of such payments.
6. Without prejudice to the aforesaid provisions of Clause 9(5) hereto, ICICI Bank may (at its sole discretion), without notice to the Borrower, share the credit risk of the whole or a part of the Facilities with any other person by way of participation. Notwithstanding such participation, all rights, title, interests, special status and other benefits and privileges enjoyed or conferred upon

or held by ICICI Bank under the Loan Terms shall remain valid, effective and enforceable by ICICI Bank on the same terms and conditions and the Borrower shall continue to discharge in full all its obligations under the Loan Terms to ICICI Bank. The Borrower shall not have and shall not claim any privity of contract with such person on account of any reason whatsoever.

7. Any provision of the Loan Terms, which is 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 Loan Terms or affect such provision in any other jurisdiction.
8. No delay in exercising or omission to exercise any right, power or remedy accruing to ICICI Bank upon any default or otherwise under the Loan Terms shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of ICICI Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of ICICI Bank in respect of any other default. The rights of ICICI Bank under the Loan Terms may be exercised as often as necessary, are cumulative and not exclusive of their rights under the general law and may be waived only in writing and specifically and at ICICI Bank's sole discretion.
9. All legal action/s and/or proceedings arising out of/in connection with the Loan Terms , shall be brought in/before the courts or tribunals at Mumbai in India and the Borrower irrevocably submit/s himself/herself 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 (or in connection) with any of the above in any other court, tribunal or other appropriate forum, and the Borrower shall not object to such jurisdiction.
10. The Facility, Loan Terms shall (unless otherwise specified in the Application Form) be governed by and construed in accordance with the laws of India.
11. 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, Loan Terms; (iii) obligations assumed / to be assumed by the Borrower in relation to the Facility under the Loan Terms; (iv) default, if any, committed by the Borrower in discharge of the aforesaid obligations, to the Credit Information Bureau (India) Overall Limited ("CIBIL") and any other agency authorised in this behalf by the RBI. CIBIL 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. CIBIL and / or any other agency so authorised 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 RBI in this behalf. All information and data furnished by the Borrower to ICICI Bank from time to time shall be true and correct.
12. In case the Borrower commits any default in payment or repayment of principal amount of the Facility or interest/charges due thereon, ICICI Bank and/or the Reserve Bank of India ("RBI") will have an unqualified right to disclose or publish the details of such default along with the name of the Borrower and co-applicants, as applicable, as defaulters in such manner and through such media as ICICI Bank and/or RBI may, in their absolute discretion, think fit.
13. ICICI Bank has the absolute discretion to amend or supplement any of the Loan Terms at any time and will endeavour to give prior notice of fifteen days by email or put up on the website, as the case may be, for such changes wherever feasible and such amended terms and conditions will thereupon apply to and be binding on the Borrower. Further, the Loan Terms shall also be subject to the changes based on guidelines / directives issued by the RBI to banks from time to time.

FOR ICICIBANK ONLY

Name of Customer:

Date

Location :

Credit facility from no.:

I/We declare that I have received the Standard Terms governing ICICI Bank's Facilities for purchase of/against Products

Signature of Recipient :

Name of Recipient :