



Bajaj Finance Limited ("BFL") -Salaried Personal Loan Sanction Letter

Reference No.: B2C000027085672

Date: 2023-06-22

Kind Attn.: SVVVN ANJANEYULUYEKULA

Subject: Sanction of Personal loan from Bajaj Finance Limited for an amount of ₹ 1876948.0 ** only

Dear Sir/Madam,

We thank you for choosing Bajaj Finance Limited ("**BFL**" which expression shall include our successors, transferers, novatees and assigns) as your financial partner and look forward to an enduring relationship with you.

With reference to your loan application, we are pleased to extend to you a Personal Loan for an amount detailed below subject to terms and conditions set out in this letter ("**Sanction Letter**") and execution of the loan documents between you, i.e. the "**Borrower**" and BFL and submission of other required documents detailed below.

TERMS AND CONDITIONS

| | |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Name of Borrower (s) | SVVVN ANJANEYULUYEKULA |
| Name of Co Borrower(s) | NA |
| Product Type | Salaried Personal Loan |
| Type of Loan | NEW |
| Loan Variant | Hybrid Flexi Loan |
| Gross Loan Amount(including VAS Amount, Insurance Premium, Flexi Fees and Processing Fees) (In ₹) ** | ₹ 1876948.0 (Eighteen Lakh Seventy Six Thousand Nine Hundred and Forty Eight Rupees Only) |

Consent Details : Accepted **IP Address :** 103.215.53.179 **Language Name :** English **Application Number :** B2C000027085672

Date & Time: 2023-06-22 16:01:52 **Mobile Number:** 9032732879

Email ID: siva.yekula@gmail.com

| | |
|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Loan Tenure (In Months) | Total Loan Tenure - 84.0 Hybrid Flexi Loan a) Initial Tenure - 24.0 b) Subsequent Tenure - 60.0 |
| Purpose of Loan | Other |
| Interest Type | Fixed |
| Method of computation of Interest rate | Written Down Value |
| Annualised Rate of Interest (% p.a.) | 14.3% |
| Processing Fees (in %) (Inclusive of applicable taxes)** | 0.59% |
| Monthly Instalment/Equated Monthly Instalment (EMI)*/** (In ₹) | Term Loan/Flexi Term Loan - NA Hybrid Flexi Loan a) EMI for initial tenure - ₹ 22367.0 b) EMI for subsequent tenure - ₹ 43966.0 |
| Interest Rate Methodology | Interest rate applicable for unsecured Personal Loans 11 % p.a. to 25 % p.a., may vary basis the BFL's internal credit and risk policy and as per algorithmic multivariate score card which includes following variables (inclusive and not exhaustive): <ol style="list-style-type: none"> 1. Interest rate risk (fixed vs floating loan) 2. Credit and default risk in the related business segment 3. Historical performance of similar homogeneous clients 4. Profile of the borrower 5. Industry Segment 6. Repayment track record of the borrower 7. Nature and value of collateral security 8. Secured Vs unsecured loan 9. Subvention available 10. Ticket size of loan 11. Bureau Score |

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- 12. Tenure of Loan
- 13. Location delinquency and collection performance
- 14. Customer Indebtedness (other existing loans)

The aforesaid variables may be revised from time to time as per the Lender’s past performance in a given loan portfolio.

| | | |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Repayment Schedule | Detailed Loan Repayment Schedule covering EMI dates with bifurcation of principal and interest component will be shared in Welcome Letter and same can be accessed through customer portal – ‘Experia’ (https://customer-login.bajajfinserv.in/). Welcome Letter will be shared post creation of loan account. | |
| Deductions from Loan Amount** | Processing fees (Inclusive of applicable taxes plus cess) | : ₹ 10950.0 |
| | Stamp duty charges (applicable on entire loan amount) | ₹ 200.0 |
| | Flexi Fee | : ₹ 9999.0 |
| | Financial Fitness Detailed Report (Inclusive of applicable taxes) | : ₹ 5999.0 |
| Fees & Charges Levied by BFL | Processing Fees | |
| | upto 3% (Inclusive of applicable taxes) of the total loan amount including loan sanctioned for insurance / VAS products. | |
| | Stamp Duty (as per respective state) | |
| | Payable as per state laws and deducted upfront from the total loan amount | |
| | Pre-payment Charges | |
| | Full pre-payment | |
| | Foreclosure can be processed post clearance of first EMIs | |
| | Term Loan :Upto4.72% (Inclusive of applicable taxes) on the outstanding loan amount as on the date of Full Pre-payment. | |
| | Flexi Term Loan (Flexi Dropline) :Upto 4.72% (Inclusive of applicable taxes) of the total withdrawable amount as per the repayment schedule as on the date of Full Pre-payment. | |
| | Part pre-payment | |

Flexi Hybrid Loan : Upto **4.72% (Inclusive of applicable taxes)** of the total Withdrawable amount as per the repayment schedule as on the date of Full Pre-payment.

Term Loan : Upto **4.72% (Inclusive of applicable taxes)** of the principal amount of Loan prepaid on the date of such Part Pre-Payment

Flexi Term Loan (Flexi Dropline) : Not Applicable

Flexi Hybrid Loan : Not Applicable

Broken Period Interest/Pre-EMI Interest

"Broken Period Interest/Pre-EMI Interest" shall mean the amount of interest on Loan for the number of day(s) which is (are):

Scenario 1: Over and above the period of 30 (thirty) days from the date of disbursement of the Loan

Method of recovery of Broken Period Interest/Pre-EMI Interest:

For Term Loan: Deduct from disbursement

For Flexi Term Loan (Flexi Dropline): Added to first instalment amount

For Flexi Hybrid Loan: Added to first instalment amount

Scenario 2: Less than period of 30 (thirty) days from the date of disbursement of the Loan, Interest on first instalment will be charged for actual number of days

Penal Interest

Delay in payment of Monthly instalment shall attract penal interest at the rate of **3.5%** per month on the Monthly Instalment outstanding, from the respective due date until the date of receipt.

Mandate Registration Charges

In case of UPI Mandate registration, **₹ 1/- (Inclusive of applicable taxes)** will be collected from the Customer

Mandate Rejection Charges

₹ 450/- per month from the first month of due date for mandate rejected by customer's bank until the new mandate is registered

CPP Credit Health Plus (If Availed)

₹ 5999/- (Inclusive of applicable taxes)

Flexi Fee (If Availed)

Term Loan : Not Applicable

Flexi Variant : As applicable below & will be deducted upfront from Loan Amount

a) Upto **₹ 1999/- (Inclusive of applicable taxes)** where the loan amount* is < ₹ 2 Lacs

b) Upto **₹ 3999/- (Inclusive of applicable taxes)** where the loan amount* is ≥ ₹ 2 Lacs & < ₹ 4 Lacs

c) Upto **₹ 5999/- (Inclusive of applicable taxes)** where the loan amount* is ≥ ₹ 4 Lacs & < ₹ 6 Lacs

d) Upto **₹ 7999/- (Inclusive of applicable taxes)** where the loan amount* is ≥ ₹ 6 Lacs & < ₹ 10 Lacs

e) Upto **₹ 8999/- (Inclusive of applicable taxes)** where the loan amount* is ≥ ₹ 10 Lacs & < ₹ 15 Lacs

f) Upto **₹ 9999/- (Inclusive of applicable taxes)** where the loan amount* is ≥ ₹ 15 Lacs & < ₹ 20 Lacs

g) Upto **₹ 10999/- (Inclusive of applicable taxes)** where the loan amount* is ≥ ₹ 20 Lacs & < ₹ 25 Lacs

h) Upto **₹ 11999/- (Inclusive of applicable taxes)** where the loan amount* is ≥ ₹ 25 Lacs & < ₹ 30 Lacs

i) Upto **₹ 12999/- (Inclusive of applicable taxes)** where the loan amount* is ≥ ₹ 30 Lacs

Will be deducted upfront from loan amount

*Loan amount includes approved loan amount, Insurance premium, and VAS Charges.

Annual Maintenance Charges

Term Loan : Not Applicable

Flexi Term Loan (Flexi Dropline) : Upto **0.295 % (Inclusive of applicable taxes)** of the Total Withdrawable Amount (as per the repayment schedule) on the date of levy of such charges

Flexi Hybrid Loan : Upto **0.295 %** (Inclusive of applicable taxes) of the Total Withdrawable Amount during Initial Tenure. Upto **0.295 %** (Inclusive of applicable taxes) of Total Withdrawable Amount during Subsequent Tenure.

EMI Network Card Fee (If Availed)

₹ 530/- (Inclusive of applicable taxes)

Add-on EMI Network Card Fee (If Availed)

₹ 199/- (Inclusive of applicable taxes)

EMI Network card Annual fee (If Availed)

₹ 117/- (Inclusive of applicable taxes) for each card availed

Annual fee will only be charged to the respective Card holders who have not availed any loan using such Card in the preceding year. The duration of the preceding year is calculated 12 months from last year's validity month, which is printed on the face of your respective Card. For example, If the Card is issued in the month of February 2019 (referred to as 'Member Since', on the Card) the date for payment of the annual fee will be March, 2020.

Bounce Charges

In case of default of repayment instrument **₹ 1200/-** per bounce will be levied.

"Additional cess/ taxes, if any, will be applicable on all charges as per the respective State Laws as may be applicable from time to time."

The aforementioned charges/fees may be modified by Bajaj Finance Limited from time to time upon prior intimation via Acceptable Modes of Communication from Bajaj Finance Limited in this regard.

Sanction Letter
Validity

The sanction is valid for a period of **30** days from the date of this sanction letter.

General Terms &
Conditions

1. Bajaj Finance Limited reserves the right to amend any of the terms and conditions or cancel or recall or accelerate the loan facility as per the terms & conditions more particularly stated in loan Agreement/CMITC/Detailed Terms and Conditions.

2. Further, BFL may, absolutely and unconditionally, reduce, revoke, cancel and/or modify any undrawn amount (in whole or part), if any, from the sanctioned amount, at its discretion, at any time, without giving any prior notice to the Borrower(s) or without assigning any reasons thereof.
3. All the terms and conditions mentioned in this letter are subject to the execution of the Loan agreement/Loan terms
4. The Borrower shall be liable to pay all fee and charges as stipulated in Loan Documents.
5. The Borrower(s) understands, confirms and agrees that sufficient funds shall be made available in the bank account to honour the loan repayment commitment, else, BFL shall be entitled to present such the NACH mandate or any other electronic payment mandate on multiple dates till realization of loan dues. Further on return/dishonor of the repayment mandate will result in Bounce Charges being added to the outstanding dues.
6. Borrower Agrees that the timely repayment of loan as per the EMI due date is important and necessary to be adhered by Borrower without exception else the loan account shall be flagged as overdue as per Regulatory Guidelines and the same is detailed below, for ease of your understanding: -

| REGULATORY REQUIREMENT | | ILLUSTRATION |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| Classification as Special Mention Account (SMA) / Non-Performing Asset (NPA) | Criteria for classification of Loan account , is based on Non-receipt of Principal or interest payment or any other amount wholly or partly overdue (shortly referred below as "Loan Dues") | Date of payment of Loan Dues (January 07, 2022) & its classification upon non-payment |
| SMA-0 | Non-receipt of Loan Dues till 30 days from the Due Date. | SMA-0: Upto February 05, 2022 |
| SMA-1 | Non-receipt of Loan Dues for more than 30 days and upto 60 days from the Due Date. | SMA-1: On February 06, 2022, it shall be classified as SMA-1 if complete loan dues are not paid to BFL. |

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

*EMI amount mentioned above is considering full loan amount utilisation

**This amount may vary due to variance in net disbursable amount(during the process of Top-Up/conversion request, net disbursable amount may change on account of application of interest till the date of closure of existing loan(s) or payment of EMI(s) in existing loan(s)). Exact amount will be communicated to you by welcome letter/SMS/bitly communication.

By entering the one-time password ("**OTP**") sent by Bajaj Finance Limited or by providing physical signature on this Sanction Letter or by clicking on the "**I Agree**" button, the Applicant hereby confirm that he/she/they (i) is/are at least 18 years of age, (ii) can understand, read and access the world wide web / internet in English language, (iii) have read, understood and agree to be bound by the terms in this Sanction Letter. (iv) understand/s that this action constitutes a valid acceptance of the terms and conditions contained herein, which shall have binding effect on me/us.

Co-Borrower/ Authorized
Signatory(s) Signature

Guarantor Signature

Borrower Signature

Date: 2023-06-22



Bajaj Finance Limited ("BFL") - Salaried Personal Loan Agreement

By checking/clicking on the '**I Agree**' or similar button or by entering the One-Time Password ("**OTP**") sent by BFL or by providing physical signature on this Agreement, the Borrower(s) hereby agrees and acknowledges that the Borrower(s): (i) is at least 18 years of age, (ii) can understand, read and write in the English language, (iii) has read and understood the terms and conditions contained in the Agreement in relation to the Loan including First Part, Second Part and Third Part ("**Terms and Conditions**") and (iv) the Borrower(s) agrees to be bound by such Terms and Conditions contained herein below in relation to the Loan.

The Borrower(s) agrees that his/her action of entering the **OTP** sent by the BFL or clicking the '**I Agree**' button or by providing physical signature on this Agreement, constitutes a valid acceptance of the Terms and Conditions contained herein in relation to the Loan and same shall create a binding and enforceable agreement.

The terms and conditions contained in this Agreement in relation to the Loan shall constitute the complete understanding and agreement between the Borrower and the BFL and shall supersede all or any oral or written discussions with respect to the Borrower availing the Loan from the BFL.

FIRST PART

| | |
|---------------------------------------------------------------|-----------------------------------------------------------------------------|
| Date of Execution : | 22/6/2023 |
| Place of Execution/ Electronic Authentication : | HYDERABAD |
| Loan Application Number : | B2C000027085672 |
| Loan Sanctioned by BFL to the Borrower(s) in ₹** : | ₹1876948.0 |
| Loan Sanctioned by BFL to the Borrower(s) in words** : | Eighteen Lakh Seventy Six Thousand Nine Hundred and Forty Eight Rupees Only |

Details of the Borrower(s)

| | |
|-----------------------------|--------------------------|
| Name | : SVVVN ANJANEYULUYEKULA |
| Mobile | : 9032732879 |
| GSTIN | : NA |
| Address of Residence | : |

Consent Details : Accepted **IP Address :** 103.215.53.179 **Language Name :** English **Application Number :** B2C000027085672

Date & Time: 2023-06-22 16:01:52 **Mobile Number:** 9032732879

Email ID: siva.yekula@gmail.com

P NO 312 F NO 101 VIVEK HEIGHTS MITHILS NAGAR PRAGATHI
NAGAR KUK KUKATPALLY HYDERABAD TELANGANA 500090

Address of communication : P NO 312 F NO 101 VIVEK HEIGHTS MITHILS NAGAR PRAGATHI
NAGAR KUK KUKATPALLY HYDERABAD TELANGANA 500090

Type of Borrower(s) : Individual

Details of the Co-Borrower (If any)

Name : NA

Mobile : NA

GSTIN : NA

Address of Residence : NA

Address of communication : NA

Type of Borrower(s) : NA

SECOND PART

Loan Details

Product type : Salaried Personal Loan

Type of Loan : NEW

Loan Variant : Hybrid Flexi Loan

Approved Loan Amount (In ₹)** : ₹ 1850000.0

Gross Loan Amount (including VAS Amount, Insurance Premium, Flexi Fees and Processing Fees) (In ₹)** : ₹1876948.0

Amount requested for immediate disbursal^[1] (in ₹) : ₹650000.0

Amount available for further disbursal^[1] (in ₹)** : ₹1199800.0

Annualised rate of interest (% per annum) : 14.3%

| | |
|------------------------------------------------------------------|----------------------|
| Processing Fees (in %) (Inclusive of applicable taxes)** | : 0.59% |
| Method of calculation of interest | : Written Down Value |
| Type of Interest rate | : Fixed |
| EMI Amount for Term Loan & Flexi Term Loan (In ₹)** | : NA |
| Loan tenure (In Months)** | : 84.0 |
| EMI amount - Initial loan tenure - Flexi Hybrid Loan (In ₹)** | : ₹ 22367.0 |
| EMI amount - Subsequent loan tenure - Flexi Hybrid Loan (In ₹)** | : ₹ 43966.0 |
| Initial loan tenure for Flexi Hybrid Loan (In Months)** | : 24.0 |
| Subsequent loan tenure for Flexi Hybrid Loan (In Months)** | : 60.0 |
| First EMI date** [2] | : 2/8/2023 |
| Installment Repayment End date [3] | : 2/7/2030 |
| Mode of Payment (Repayment Mode) | : SI |
| Financial Fitness Detailed Report | : ₹ 5999.0 |

[1] This amount may vary basis date of disbursement and applicability of Broken Period Interest/ Pre-EMI Interest.

[2] In case your loan is booked on or before 15th of the month in which loan has been applied, the 1st EMI payable by you shall be due and payable on the 02nd of the "following" month and in case your loan is booked after 15th of the month in which loan has been applied, the 1st EMI payable by you shall be due and payable only on the 02nd of the "Next to Next" month of booking your loan. For example, if the loan is booked post 15th of January, the 1st EMI amount shall be due and payable on 02nd of March and so on.

[3] Calculated based on First EMI date.

To view nomenclature of Loan Details in your preferred language Click here
(<https://www.bajajfinserv.in/loan-details-and-deductions-translation>)

Deductions**

| | |
|-------------------------------------------------------------------|-----------|
| Processing fees (Inclusive of applicable taxes plus cess) | ₹ 10950.0 |
| Stamp duty charges (applicable on entire loan amount) | ₹ 200.0 |
| Flexi Fee | ₹ 9999.0 |
| Financial Fitness Detailed Report (Inclusive of applicable taxes) | ₹ 5999.0 |

Broken Period Interest/Pre-EMI Interest : The interest charged for the number of day(s) which is / are over and above the period of thirty (30) days from the date of Disbursement of the Loan to till the date of EMI commencement.

To view nomenclature of charges shown in the Deductions section, in your preferred language Click here (<https://www.bajajfinserv.in/loan-details-and-deductions-translation>)

Loan Disbursement Mode**Account Transfer (RTGS/NEFT/IMPS) of Borrower**

| | |
|-------------------|-----------------|
| (i) Bank name | : HDFC BANK LTD |
| (ii) Account Type | : Savings |
| (iii) Bank IFSC | : HDFC0001632 |

(iv) A/c holder name as per bank account : S V V V N ANJANEYULU Y

(v) Bank Account No : 50100426564413

Account payee cheque

(i) Cheque in favour of : NA

(ii) Cheque in favour of : NA

(iii) Cheque in favour of : NA

(iv) Cheque in favour of : NA

(v) Cheque in favour of : NA

Existing NACH / Electronic payment & KYC Consent/Instructions

Use of existing ECS /NACH ☐ Yes ☒ No
(Not applicable for New to Bajaj Customers)

Use of existing KYC documents ☒ Yes ☐ No
(In case of no change in existing KYC details)(Not applicable for New to Bajaj Customers)

Details of NACH / Electronic payment / Repayment Bank

Bank Name HDFC BANK LTD

Bank Account Number 50100426564413

ECS Limit/ Amount ₹ 100000.0

Details of Repayment Cheque Details

| | |
|---------------------|----|
| Bank Name | NA |
| Bank Account Number | NA |
| Cheque Number | NA |
| Amount | NA |

Fees & Charges Levied by BFL

Processing Fees

upto 3% (Inclusive of applicable taxes) of the total loan amount including loan sanctioned for insurance / VAS products.

Stamp Duty (as per respective state)

Payable as per state laws and deducted upfront from the total loan amount

Pre-payment Charges

Full pre-payment

Foreclosure can be processed post clearance of first EMIs

Term Loan :Upto4.72% (Inclusive of applicable taxes) on the outstanding loan amount as on the date of Full Pre-payment.

Flexi Term Loan (Flexi Dropline) :Upto 4.72% (Inclusive of applicable taxes) of the total withdrawable amount as per the repayment schedule as on the date of Full Pre-payment.

Part pre-payment

Flexi Hybrid Loan :Upto 4.72% (Inclusive of applicable taxes) of the total withdrawable amount as per the repayment schedule as on the date of Full Pre-payment.

Term Loan :Upto4.72% (Inclusive of applicable taxes) of the principal amount of Loan prepaid on the date of such Part Pre-Payment

Flexi Term Loan (Flexi Dropline) : Not Applicable

Flexi Hybrid Loan : Not Applicable
Broken Period Interest/Pre-EMI Interest

"Broken Period Interest/Pre-EMI Interest" shall mean the amount of interest on Loan for the number of day(s) which is (are):

Scenario 1: Over and above the period of 30 (thirty) days from the date of disbursement of the Loan

Method of recovery of Broken Period Interest/Pre-EMI Interest:

- For Term Loan:** Deduct from disbursement
- For Flexi Term Loan (Flexi Dropline):** Added to first instalment amount
- For Flexi Hybrid Loan:** Added to first instalment amount

Scenario 2: Less than period of 30 (thirty) days from the date of disbursement of the Loan, Interest on first instalment will be charged for actual number of days

Penal Interest

Delay in payment of Monthly instalment shall attract penal interest at the rate of **3.5%** per month on the Monthly Instalment outstanding, from the respective due date until the date of receipt.

Mandate Registration Charges

In case of UPI Mandate registration, **₹ 1/-**(Inclusive of applicable taxes) will be collected from the Customer

Mandate Rejection Charges

₹ 450/- per month from the first month of due date for mandate rejected by customer's bank until the new mandate is registered

CPP Credit Health Plus (If Aailed)

₹ 5999/- (Inclusive of applicable taxes)

Flexi Fee (If Availed)**Term Loan** : Not Applicable**Flexi Variant** : As applicable below & will be deducted upfront from Loan Amount

- a) Upto **₹ 1999/-** (Inclusive of applicable taxes) where the loan amount* is < ₹ 2 Lacs
- b) Upto **₹ 3999/-** (Inclusive of applicable taxes) where the loan amount* is ≥ ₹ 2 Lacs & < ₹ 4 Lacs
- c) Upto **₹ 5999/-** (Inclusive of applicable taxes) where the loan amount* is ≥ ₹ 4 Lacs & < ₹ 6 Lacs
- d) Upto **₹ 7999/-** (Inclusive of applicable taxes) where the loan amount* is ≥ ₹ 6 Lacs & < ₹ 10 Lacs
- e) Upto **₹ 8999/-** (Inclusive of applicable taxes) where the loan amount* is ≥ ₹ 10 Lacs & < ₹ 15 Lacs
- f) Upto **₹ 9999/-** (Inclusive of applicable taxes) where the loan amount* is ≥ ₹ 15 Lacs & < ₹ 20 Lacs
- g) Upto **₹ 10999/-** (Inclusive of applicable taxes) where the loan amount* is ≥ ₹ 20 Lacs & < ₹ 25 Lacs
- h) Upto **₹ 11999/-** (Inclusive of applicable taxes) where the loan amount* is ≥ ₹ 25 Lacs & < ₹ 30 Lacs
- i) Upto **₹ 12999/-** (Inclusive of applicable taxes) where the loan amount* is ≥ ₹ 30 Lacs

Will be deducted upfront from loan amount

*Loan amount includes approved loan amount, Insurance premium, and VAS Charges.

Annual Maintenance Charges**Term Loan** : Not Applicable

Flexi Term Loan (Flexi Dropline) : Upto **0.295%** (Inclusive of applicable taxes) of the Total Withdrawable Amount (schedule) on the date of levy of such charges

Flexi Hybrid Loan : Upto **0.295 %** (Inclusive of applicable taxes) of the Total Withdrawable Amount during Initial Tenure. Upto **0.295%** (Inclusive of applicable taxes) of Total Withdrawable Amount during Subsequent Tenure.

EMI Network Card Fee (If Availed)**₹ 530/-** (Inclusive of applicable taxes)**Add-on EMI Network Card Fee (If Availed)****₹ 199/-** (Inclusive of applicable taxes)**EMI Network card Annual fee (If Availed)****₹ 117/-** (Inclusive of applicable taxes) for each card availed

Annual fee will only be charged to the respective Card holders who have not availed any loan using such Card in the preceding year. The duration of the preceding year is calculated 12 months from last year's validity month, which is printed on the face of your respective Card. For example, If the Card is issued in the month of February 2019 (referred to as 'Member Since', on the Card) the date for payment of the annual fee will be March, 2020.

Bounce Charges

In case of default of repayment instrument ₹ 1200/- per bounce will be levied.

"Additional cess/ taxes, if any, will be applicable on all charges as per the respective State Laws as may be applicable from time to time."

The aforementioned charges/fees may be modified by Bajaj Finance Limited from time to time upon prior intimation via Acceptable Modes of Communication from Bajaj Finance Limited in this regard.

**This amount may vary due to variance in net disbursable amount(during the process of Top-Up/conversion request, net disbursable amount may change on account of application of interest till the date of closure of existing loan(s) or payment of EMI(s) in existing loan(s)). Exact amount will be communicated to you by welcome letter/SMS/bitly communication..

Loan Repayment (Amortization) Schedule

Detailed Loan Repayment Schedule covering EMI dates with bifurcation of principal and interest component will be shared in Welcome Letter and same can be accessed through customer portal - 'Experia' (<https://customer-login.bajajfinserv.in/>). Welcome Letter will be shared post creation of loan account.

This Personal Loan Agreement ('Agreement') is made at the place and on the date as set out in **First Part**.

BETWEEN

BAJAJ FINANCE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, and existing under the provisions of Companies Act, 2013, having its registered office at Mumbai Pune Road, Akurdi, Pune - 411035, Maharashtra and corporate office at S No. # 208/1-B, 4th Floor, Viman Nagar, Pune - 411014, Maharashtra,

acting in these presents through its branch office located in the city/town as mentioned in **First Part** and with GSTIN [27AABCB1518L1ZS] ('BFL' or the '**Lender**', which expression shall, unless repugnant to the context, include its successors and assigns) of the **First Part**;

AND

The Borrower(s), material particulars whereof are described and set out in **First Part**,

The BFL and Borrower(s) are hereinafter collectively referred to as 'Parties' and individually as 'Party'.

WHEREAS:

- A. The BFL is a non-banking finance company, inter alia, engaged in the business of providing loans/credit facilities to various customers.
- B. The Borrower(s) has requested the BFL to grant the Loan to the Borrower(s) and the BFL, relying upon the representations made and information provided by the Borrower(s), has agreed to grant the Loan to the Borrower(s), on the terms and conditions mutually agreed and contained in this Agreement and in other Loan Documents, upto the maximum principal amount as mentioned in **First Part**, and for the purpose as mentioned in the Application Form, in its sole and absolute discretion.

NOW, THEREFORE, in consideration of the foregoing and other good and valid consideration, the receipt and adequacy of which is expressly acknowledged, the Parties hereby agree as follows:

1. DEFINITION and INTERPRETATION

1.1 Definitions

For the purposes of this Agreement, in addition to the terms defined in the description of the Parties: (a) all capitalised words and expressions defined by inclusion in quotation and/or parenthesis anywhere in this Agreement, have the same meanings as ascribed to such words and expressions; (b) words and expressions used herein but not defined shall have the same meaning as assigned to them in General Clauses Act, 1897; and (c) following words and expressions shall have the meaning as set-out in this Clause 1:

'Additional Loan' means the loan as may be applied by the Borrower(s) to the BFL, over and above the amount of the Loan sanctioned by the BFL, up to the maximum of the Flexi Assigned Limit, as may be approved by the BFL;

'Additional Loan Document' means an additional document to be executed by the Borrower, in the format prescribed by the BFL, through which Borrower avails the Additional Loan;

'Affiliate' means the subsidiary company and/or holding company and/or associate company of BFL where the subsidiary company, holding company and associate company shall have the meaning ascribed to such term in the Companies Act, 2013, as amended from time to time;

'Agreement' means and includes this Agreement, together with all the parts, exhibits, addendums, attachments and appendices annexed hereto and all amendments/supplements hereto and restatements hereof;

'Applicable Law' means the 'Indian Law' as per the General Clauses Act, 1897;

'Application Form' means the Loan application filled and submitted to BFL, in the form and manner prescribed and acceptable to the BFL together with such documents and information as may be required by the BFL.;

'Bounce Charges' means an amount payable by the Borrower(s) to the BFL as a penalty where cheque issued by the Borrower(s) is not honoured by the bank, or ECS or any other Repayment Mode is returned or not honoured, as mentioned in **Second Part** ;

'Broken Period Interest/Pre-EMI Interest' shall mean the amount of interest on Loan for the number of day(s) which is (are) over and above the period of 30 (thirty) days from the date of Disbursement of the Loan more specifically as detailed in Clause 2.29 and 2.30 of the Agreement;

'Business Day' means a day on which the BFL and banks are open for business in Delhi, Pune and Mumbai and location of the drawee bank on which the Repayment Mode is drawn;

'Cheque' shall mean cheque(s) drawn in favour of the BFL for an amount equivalent to the Loan, the Flexi Drawdown (if any) and the Additional Loan (if any) availed, from time to time, details of which are provided in Second Part and/or furnished to BFL by a separate letter executed by the Borrower(s);

'Disbursement or Disbursal or Disbursement of Loan' are the terms which are synonymously referred in this agreement in order to explicitly refer to the earlier occurrence of either of the following event(s):

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

'Due Date', means, in respect of:

- (a) the Monthly Instalment and/or Outstanding Dues, the respective Repayment Dates;
- (b) the interest on the Outstanding Dues, the Interest Payment Date;
- (c) costs, charges and expenses incurred or paid by the BFL under the Loan Documents, within seven (7) Business Days from the date on which the Borrower(s) has received notice from the BFL providing details of such costs, charges and expenses; and
- (d) any other amount payable under the Loan Documents, the date on which such amount falls due in terms of the Loan Documents, or on demand if the due date is not specified in such Loan Document;

'Electronic Clearing System or ECS' or NACH, means the debit clearing schemes, notified by RBI from time to time, being mode(s) of electronic funds transfer from one bank account to another bank account using the services of a clearing house or any other platform or mechanism duly authorised in this regard;

'Flexi Assigned Limit' means the amount of the loan which has been approved by the BFL to the Borrower(s) over and above the amount of the Loan sanctioned, up to the maximum outer limit.

'Flexi Drawdown' means the loan as may be granted by the BFL to the Borrower(s) for an amount less than or equivalent to the amount prepaid and/or repaid by the Borrower(s) under Flexi Term Loan, or Flexi Hybrid Loan, as the case may be;

'Flexi Hybrid Loan' refers to the variant of Loan provided by the BFL to the Borrower(s) under which, during the Initial Tenure, the Monthly Instalment shall comprise only of the interest component and during the Subsequent Tenure, the Monthly Instalment shall comprise of principal amount and the interest payable on the Loan, basis the variant of Loan opted by the Borrower(s) and as specified under **Second Part**;

'Flexi Term Loan' means the variant of the Loan provided by the BFL to the Borrower(s) for an amount mentioned in **Second Part**;

'Flexi Fee' means fee charged to Borrower for availing flexi variant of loan(s) and as mentioned in **Second Part**;

'Initial Tenure' means the initial term period of the Flexi Hybrid Loan, out of the overall Loan Tenure commencing from the date of Disbursal of the Loan by the BFL

'Interest Payment Date' means the due date for the payment of the Monthly Instalment of the interest on the Loan and/or such other date as may be specified by the BFL, commencing from the date of the Disbursement of the Loan and includes the due date for the payment of interest on the principal amount payable by the Borrower(s) before the commencement of the Monthly Instalment;

'Interest Rate' means the rate of interest in relation to the Loan as mentioned in **Second Part**.

'Loan' means the personal loan provided by the BFL to the Borrower(s) up to a maximum principal amount as mentioned in **First Part** and such loan may be either in the form of a Term loan or Flexi Term Loan or Flexi Hybrid Loan

'Loan Documents' collectively means:

- (a) Additional Loan Document, if any;
- (b) Application Form;
- (c) Sanction Letter;
- (d) this Agreement;
- (e) any other document executed from time to time pursuant to any of the foregoing to which the Borrower(s) or the BFL is a party; and
- (f) any other agreement or document which the BFL designates as a Loan Document;

'Loan Tenure' shall mean the tenure of the Loan as specified in **Second Part**;

'Monthly Instalments' or **'Equated Monthly Instalments (EMIs)'** means the amount payable every month by the Borrower(s) to the BFL comprising of the interest, or as the case may be, principal amount plus interest;

'Outstanding Dues' means, at any time, all the amounts outstanding and payable or obligations to be performed by the Borrower(s) to the BFL, pursuant to the terms of this Agreement and/or any other Loan Documents, including but not limited to the following:

- (a) the principal amount(s) of the Loan;
- (b) the interest on the Loan;
- (c) all other obligations and liabilities of the Borrower(s), indemnities, liquidated damages, costs, charges, erroneous payments received, expenses and other fees and interest incurred under, arising out of or in connection with this Agreement and/or any other Loan Documents (either severally or jointly) or any debt or liability of the Borrower to the BFL under law or contract or any other finance/credit facility, whether in the form of cash or otherwise, whether secured or unsecured or assigned, or whether payable under a decree or order of any civil court or any arbitration award or otherwise or under a mortgage or pledge or hypothecation; and
- (d) any and all expenses or sum incurred by the BFL for the enforcement of and collection of any amounts due under this Agreement and/or any other Loan Documents, including expenses of enforcement and realisation;

'Penal Interest' means an additional interest payable by the Borrower(s) to the BFL as a penalty in case of delay in payment of the Monthly Instalments and/or Outstanding Dues, at the rate as mentioned in **Second Part**;

'Pre-payment Charges' means an amount payable by the Borrower(s) to the BFL as a penalty for repayment of the Outstanding Dues, either in part or whole/foreclosure, before its scheduled Repayment Date, details of which are provided in **Second Part**;

'RBI' means the Reserve Bank of India

'Repayment Date':

- (a) in relation to the Monthly Instalments, means the date, on or before which each Monthly Instalment is to be repaid by the Borrower(s), as more specifically mentioned in Second Part commencing from the date of the Disbursement of Loan and includes the due date for the payment of interest on the principal amount payable by the Borrower(s) before the commencement of the Monthly Instalment; and
- (b) in relation to the Outstanding Dues means the date, on or before which, the entire Outstanding Dues is to be repaid by the Borrower(s), as more specifically mentioned in **Second Part**;

'Repayment Modes' means the payment of the Monthly Instalments and the Outstanding Dues, as the case may be, on or before the Due Dates(s), by any of the following modes, which options are set out in **Second Part**:

- (a) Electronic Payment Instructions or National Automatic Clearing House ("NACH");
- (b) National Electronic Fund Transfer in terms of the regulations ("NEFT")
- (c) Real Time Gross Settlement ("RTGS")
- (d) Instant Real Time Inter-bank Electronic Fund Transfer System ("IMPS") in terms of the regulations and directions issued by RBI or any regulatory or statutory body;
- (e) Standing instructions at the bank;

- (f) Cheque(s); and
- (g) Any other instrument suitable and acceptable to BFL from time to time;

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

'Subsequent Tenure' means the subsequent term period of the Flexi Hybrid Loan, out of the overall Loan Tenure, commencing from the date of expiry of the Initial Tenure

'Website' means the website of the BFL, presently being www.bajajfinserv.in/finance (www.bajajfinserv.in/finance).

1.2 Interpretation

- (i) Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa;
- (ii) the table of contents, headings and the use of bold typeface, are inserted for ease of reference and shall be ignored in the construction and interpretation of the Agreement;
- (iii) a reference to a Clause or part is, unless indicated to the contrary, a reference to a Clause or part to this Agreement;
- (iv) references to this Agreement shall be construed as references also to any separate or independent stipulation or agreement contained in it;
- (v) references to the word 'includes' or 'including' shall be construed without limitation; and
- (vi) words importing a particular gender include all genders

2. LOAN

- 2.1 The Borrower(s) agrees to borrow from the BFL and the BFL agrees to make available and extend to the Borrower(s), at its sole and absolute discretion, in the form of a new Loan or top Up loan/Additional Loan or conversion of existing loan variant to other loan variant, for an amount as mentioned in the Application Form and/or the **First Part**, for the purpose as mentioned in the Application Form, on the terms and conditions contained in this Agreement and in other Loan Documents.
- 2.2 The Disbursement of the Loan may be made directly to the Borrower in one lump sum or in such Instalments as per the details provided under the Application Form and First Part or as may be requested by the Borrower, subject to the terms and conditions contained herein. The Borrower understands that where BFL disburses the Loan to the Borrower using the IMPS/RTGS/NEFT facility and the Loan amount exceeds Rs 2 (two) lacs, the Loan amount will be received by the Borrower in multiples of Rs. 2 (two) lacs. The Borrower agrees that on account of partial disbursement as per request of Borrower or pre-payment of Loan amount or on avilment of Flexi Drawdown, repayment schedule including but not limited to EMI's may be revised at the sole discretion of the BFL and the same shall be informed to the Borrower by providing Communication through Electronic Media. Further the Borrower understands and agrees that in case a top up loan/Additional

Loan and/or conversion of one loan variant to another, for administrative/operational purposes, upon receiving complete payment into the existing loan account, it shall be closed, and thereafter new loan account in the name of the Borrower shall be opened basis the execution of Loan documents.

- 2.3 The Disbursement of the Loan shall be made in accordance with the RTGS/NEFT/IMPS business hours as notified by the RBI from time to time. The BFL shall not in any event be liable or be construed as being liable in case there is any delay(s) in Disbursement of the Loan on account of any technical or system errors, etc.
- 2.4 The Borrower(s) may also avail:
- (a) the Additional Loan by executing the Additional Loan Document; and
 - (b) the Flexi Drawdown, in the form and manner prescribed by the BFL. The Flexi Drawdown and the Additional Loan shall be subject to the terms and conditions of the Loan Documents, such other terms and conditions as may be prescribed by the BFL in this regard and the Additional Loan Document, as the case may be.
- 2.5 The Borrower(s) shall pay interest on the Loan on the Interest Payment Date at the applicable Interest Rate. Subject to the commencement of Interest Payment Date. All interest accruing on the Outstanding Dues under the Loan shall accrue from day to day and shall be calculated on a reducing balance by taking a base of 365 (three hundred and sixty-five) days per year. The Borrower(s) confirms having perused, understood the BFL's method of calculating the interest on the Loan on reducing balance rate and also the calculation of the Monthly Instalments.
- 2.6 The BFL shall be entitled to revise the Interest Rate at any time and from time to time as per its policy, if any, during the Loan Tenure, at its sole discretion or due to change in the regulatory requirements including any guidelines/ regulations issued by RBI and such revised Interest Rate shall be deemed to form part of the Loan and the Borrower(s) shall also be liable to pay such revised amount of interest on the Loan in such manner and within such period as may be determined by the BFL in its sole discretion.
- 2.7 (A) Interest rate applicable for Personal Loans may vary basis BFL's internal credit and risk policy and as per basis algorithmic multivariate score card which includes following variables (the variable list mentioned below is not exhaustive):
- Interest rate risk (fixed vs floating loan)
 - Credit and default risk in the related business segment
 - Historical performance of similar homogeneous clients
 - Profile of the Borrower(s)
 - Industry segment
 - Repayment track record of the Borrower(s)
 - Secured Vs Unsecured loan
 - Nature and Value of collateral Security
 - Subvention available
 - Ticket size of loan
 - Bureau Score

- Tenure of Loan
- Location delinquency and collection performance
- Customer Indebtedness (other existing loans)

The aforesaid variables may be revised from time to time.

(B) The Borrower(s) agrees to repay the Monthly Instalments and the Outstanding Dues to the BFL on or before the Repayment Date using the Repayment Modes as set out in Second Part , or in such manner and at such place, as may be agreed between the Borrower(s) and BFL, from time to time during the course of this Agreement. The instructions for the ECS/NACH as provided by the Borrower(s) and will cover the maximum principal amount under the Loan and other Outstanding Dues thereon. The BFL may, at the request of the Borrower(s) in writing, agree to change the Repayment Mode.

(C) Further the Borrower(s) shall pay the Flexi Fee for availing Flexi Term Loan and Flexi Hybrid Loan, as detailed under Second Part of this Agreement. The Borrower(s) understands and agrees that an annual maintenance charge shall be payable on an annual basis at the rate as mentioned in **Second Part**

- 2.8 In the event the Borrower(s) defaults in payment of the Outstanding Dues or the credit rating of the Borrower(s) falls below the required criteria fixed by the BFL as per its internal policy or the Borrower(s) resigns/is terminated from the employment or for any other reason deemed fit by the BFL, the BFL in its sole and absolute discretion be entitled to terminate/reduce/revoke/block the Flexi Assigned Limit provided to the Borrower(s) and/or disallow further drawdowns/disbursal(s) under the Loan and the BFL may revise the Monthly Instalment such that the Borrower(s) shall repay principal and/or interest amount to the BFL. The Borrower(s) agrees that it shall be liable to pay such revised Monthly Instalment as per the repayment schedule revised by the BFL at its sole discretion. Such revision in the Monthly Instalment and repayment schedule shall be effective from a prospective date and the BFL shall notify the Borrower(s) in advance such revision and the same would be binding upon the Borrower(s). The BFL may, at any time, in its sole discretion, recall / foreclose the Loan without prior notice to the Borrower(s) and revise the repayment schedule in its sole and absolute discretion. The Borrower(s) agrees and undertakes to forthwith issue fresh cheque/ECS/NACH instruction to the BFL in the event of any revision in the repayment schedule. The cheques shall be presented for the encashment in case the Monthly Instalment through ECS/NACH is not processed due to any technical issue or otherwise. The BFL shall be entitled to take action against the Borrower(s) in case of default by the Borrower(s) in payment of Monthly Instalments through ECS/NACH.
- 2.9 Notwithstanding anything contained in this Agreement, the BFL may at any time in its sole discretion and without assigning any reason whatsoever, call upon the Borrower(s) to pay the Outstanding Dues and thereupon the Borrower(s) shall within 15 (fifteen) days of being so called upon pay the whole of the Outstanding Dues to the BFL without any delay or demur. The liability of the Borrower(s) to the BFL shall not be discharged until and unless the Borrower(s) has paid or discharged the Outstanding Dues owed to the BFL under this Agreement.
- 2.10 The Monthly Instalments shall automatically change by reason of change in any rates, taxes, charges, imposts, levies and monies whatsoever that are or may be levied on the Monthly Instalments. Such change in the Monthly Instalments shall be effected only prospectively and the same shall automatically form part of the Loan.
- 2.11 At the written request of the Borrower(s), the BFL may foreclose in Loan in part or whole by accepting the pre-payment of the Outstanding Dues (**'Pre-Payment'**). The Pre-Payment of the Outstanding Dues may be either full - or in part as described below.

(a) Full Pre-Payment/Foreclosure

Foreclosure of the Loan, shall be subject to payment of minimum Monthly Instalment and subject to payment of the applicable Foreclosure (Full Pre-Payment) Charges as mentioned in **Second part**.

(b) Part Pre-Payment

Pre-Payment of the Loan shall be subject to payment of minimum Monthly Instalment and subject to payment of the applicable Pre-Payment Charges as mentioned in Second Part. Based on the part Pre-Payment made by the Borrower(s), as stated herein, either the Loan Tenure shall be reduced to the extent of the part Pre-Payment made or the EMI amount shall be reduced by maintaining the existing Loan Tenure

- 2.12 The Borrower hereby agrees and acknowledges that Part-Pre-Payment shall have to be made from bank account of the Borrower. Any payment made through third party BFL by online transfer or by issuance of Demand Draft/pay order, shall be considered as repayment of the Outstanding Dues by the Borrower. In the event Borrower(s) has availed the Flexi Term Loan or Hybrid Flexi Loan, minimum Outstanding Due of INR 100/- out of the utilized amount to be maintained for the keeping the loan account active till completion of tenure of the loan or complete foreclosure of the loan account by paying applicable Foreclosure charges
- 2.13 The Borrower(s) undertakes to deliver to the BFL, the cheque. The Borrower(s) confirms that cheque are issued towards repayment of the Monthly Instalments and the Outstanding Dues, and the delivery of cheque shall be deemed to be an unconditional and irrevocable authority given by the Borrower(s) to the BFL to present cheque towards repayment of the Monthly Instalments and the Outstanding Dues. The Borrower(s) confirms that cheque shall be honoured on its first presentation and the Borrower(s) shall not issue any contrary instructions to the relevant bank. The Borrower(s) confirms that cheque is not a security.
- 2.14 Any dispute or difference of any nature whatsoever shall not entitle the Borrower(s) to withhold or delay payment of any Monthly Instalments or other sum and the BFL shall be entitled to present the cheque/ECS/NACH to the bank of the Borrower(s) on the Due Dates.
- 2.15 The Borrower(s) understands, confirms and agrees that the BFL shall, at its sole discretion, at multiple occasions and on different dates, present in the Borrower(s)'s bank account, the ECS/ NACH mandate or any other electronic or other clearing mandate (given by the Borrower(s) in favour of the BFL covering all the Outstanding Dues) which returns unpaid, for recovering the Outstanding Dues from the Borrower(s) and until realization of all Outstanding Dues. The Borrower(s) agrees and undertakes that the Borrower(s) shall not dispute, complain or object to such presentations by the BFL. Further, the Borrower(s) understands and agrees that return of Cheque or ECS/ NACH mandate or any other electronic or other clearing mandate, will result in Bounce Charges being added to the Outstanding Dues, for each return/dishonour.
- 2.16 If the Borrower(s) avails the Loan in the form of Flexi Term Loan, then:
- (a) the roll over amount / Outstanding Dues shall be reduced on a monthly basis such that the Outstanding Dues shall be reduced to zero at the end of Loan Tenure;
 - (b) The reduction of the roll over amount / Outstanding Dues as provided in Clause 2.16 (a) above, shall be either through (a)the equated principle Flexi Term Loan method under which the rollover amount/Outstanding Due will be reduced/ deducted on an equated basis during the Loan Tenure ('Equated Principle Repayment Method') or (b) the written down value method under which the rollover amount/Outstanding Due will be reduced/ deducted on reducing balance basis during the Loan Tenure ('Written Down Value Method'), as prescribed by the BFL.

- (c) the Monthly Instalments may comprise of equal instalments or variable instalments or interest only instalments;
- (d) the BFL may, at any time during the Loan Tenure, in its sole and absolute discretion and/or in accordance with the BFL's internal policy, change the Loan variant from Flexi Term Loan to term loan or to such other variant of Loan as contemplated under this Agreement and may accordingly revise the Monthly Instalment and repayment schedule of the Loan, which shall be binding upon the the Borrower(s).

2.17 If the Borrower(s) avails the Loan in the form of Flexi Hybrid Loan, the following shall apply:

- (a) the Borrower(s) shall have the benefit of paying Monthly Instalments comprising only of the interest component, during the Initial Tenure and during the Subsequent Tenure, the Monthly Instalments shall comprise of the principal amount of the Loan and interest.
- (b) the Borrower(s) shall, during the Subsequent Tenure, repay Outstanding Dues in a manner that Outstanding Dues is reduced to zero at the end of Loan Tenure, through Equated Principle Repayment Method or Written Down Value Method, as prescribed by the BFL;
- (c) the BFL may, at any time during the Loan Tenure, in its sole and absolute discretion and/or in accordance with the BFL's internal policy, change the Loan variant from Flexi Hybrid Loan to term loan or to such other variant of Loan as contemplated under this Agreement and may accordingly revise the Monthly Instalment and repayment schedule of the Loan, which shall be binding on the Borrower(s).

2.18 Flexi Structure

- (a) The BFL may, at its sole and absolute discretion, grant a Flexi Drawdown to the Borrower(s) under the Flexi Term Loan, or Flexi Hybrid Loan on the terms and conditions contained in this Agreement and the Loan Documents;
- (b) The Borrower(s) shall be eligible to make drawdown for an amount less than or equivalent to the amount of Loan repaid or prepaid by the Borrower(s) in terms of Clause 2.11 of this Agreement;
- (c) Any drawdown shall be for a minimum amount of INR 1000/-;
- (d) For availing the Flexi Drawdown, the Borrower(s) agrees to the following conditions:
 - (i) the Borrower(s) shall request for a Flexi Drawdown by sending a Communication through Electronic Media, or shall raise request on Mobile/Web Application of Bajaj Finance Ltd as per the process prescribed by BFL;
 - (ii) to pay an additional charge at the rate prescribed by the BFL from time to time; and
 - (iii) that the rate of interest and other repayment terms may be revised at the sole discretion of the BFL and the same shall be as informed to the Borrower(s) through Electronic Media.
 - (iv) BFL reserves the right to either accept or reject Flexi Drawdowns or disallow further Flexi Drawdowns, in accordance with BFL's internal policy or for any other reason deemed fit by BFL in its sole and absolute discretion.
- (e) As flexi feature, Borrower can avail partial disbursement of Loan at the beginning and can avail the balance available Loan amount any time thereafter during the loan tenure, as per sole discretion of BFL;
- (f) Borrower can request for change of disbursement/drawdown bank account details any time during the loan tenure as per the process stipulated by BFL, from time to time;

- 2.19 The Borrower(s) hereby irrevocably authorizes the BFL to destroy cheque(s) (if any) in the possession of the BFL upon repayment of the Loan together with all costs, charges and expenses, by the Borrower(s) to the satisfaction of the BFL.
- 2.20 Notwithstanding anything contained herein, the BFL shall be entitled to adjust any advance Monthly Instalment and/or security deposit/initial payment made by the Borrower(s) towards any Outstanding Dues in such manner and at such time as the BFL may determine in its sole discretion.
- 2.21 All sums payable by the Borrower(s) to the BFL shall be paid without any deductions whatsoever at such place as the BFL may specify and shall be so paid so as to enable the BFL to realise the sum on or before the Due Date. Credits/discharge for payments will be given only on realisation of amounts due.
- 2.22 In the event of the Borrower(s) committing a default in the payment of any sum payable hereunder and/or in relation to the Loan or the Borrower(s) committing any breach or default of any other condition of this Agreement or under any other instrument in respect of the Loan, the Borrower(s) shall, in respect of the Outstanding Dues and in respect of the Monthly Instalments or other amount in default, pay the Penal Interest, from the date of default till the date of realisation by the BFL. The payment of the Penal Interest shall not absolve the Borrower(s) of the other obligations in respect of such breach or default or affect the rights of the BFL in respect of the breach or default.
- 2.23 Any sums received by the BFL from the Borrower shall be appropriated in the following manner: (a) Firstly, against interest payment; (b) secondly, against overdue Monthly Instalments; (c) thirdly, against Bounce Charges; (d) fourthly, against any other charges or any other claim of the BFL on the Borrower under the Loan Documents; and (e) lastly, against principal amount of the Loan. Notwithstanding the above, the BFL may be entitled to, at its absolute discretion to appropriate amounts received in any order or priority.
- 2.24 In case Borrower(s) has chosen an insurance cover or is member of "Group Insurance Policy" the details of which are provided under Second Part, the BFL shall have the right to appropriate insurance claim paid thereunder or pursuant to cancellation or surrender value of the insurance policy towards the Outstanding Dues of any loan availed from BFL. If after such appropriation, there be any surplus leftover, it shall be paid to the Borrower(s). If, however there is any deficit, then the Borrower(s) shall be liable to pay to the BFL, the entire deficit forthwith. BFL reserves the right to initiate cancellation of any third-party products including but not limited to insurance, value added services in case of default of loan/Outstanding Dues by the Borrower.
- 2.25 At the request of the Borrower(s), the BFL may at its discretion also finance the insurance premium of an insurance policy (details of which are provided under Second Part) insuring the Borrower(s) against various risks including without limitation the risks of personal accident, accidental hospitalization, Outstanding Dues to the BFL and/or critical illness provided that such insurance policy has been taken out by the BFL on behalf of the Borrower(s) from an insurance company approved by the BFL with a specific instruction and authority by the Borrower(s) to such insurance company that in case of any loss, the loss will be paid to the BFL by such insurance company. Such insurance premium paid by the BFL on behalf of the Borrower(s) shall be added to the principal amount to the Loan granted herein and shall form part of the Loan.. The insurance premium being a part of Loan may be Disbursed by the BFL directly to such an insurance company approved by the Borrower(s) and such Disbursement shall be deemed to be a Disbursement to the Borrower(s). Wherever the Borrower(s) agrees for the insurance coverage, all the applicable expenses, charges, fees, service tax and other taxes etc. shall be incurred and paid by the Borrower(s). In the event the said charges are paid by the BFL on Borrower(s)'s behalf, the Borrower(s) shall reimburse the same to the BFL within 24 (twenty-four) hours of receiving BFL's demand in this regard.

- 2.26 Any promotional scheme and/or offer, as may be initiated by the BFL for its customers, is independent of this Agreement and the Loan and such promotional schemes and/or offer do not constitute any kind of solicitation by the BFL. Such promotional schemes and/ or offers shall be governed by the terms and conditions issued in relation thereto, which shall be carefully read by the Borrower(s) in case the Borrower(s) decides to participate in such schemes/offers. Further, the Borrower(s) agrees and confirms that the BFL shall have the right to withdraw any of the promotional schemes, at any time, at its sole discretion
- 2.27 The Borrower(s) hereby agrees and confirms that the BFL shall have the right to cross sell its other products and services, the products and services of its Affiliates (like insurance) and products and service of any third party, to the Borrower(s) along with the Loan.
- 2.28 The Borrower(s) shall be liable to pay Broken Period Interest/Pre-EMI Interest on the Loan, as detailed in Second Part. The Borrower(s) understands and agrees that in the event the first due date for payment of EMI is after a period of 30 (thirty) days from the date of Disbursement of the Loan amount, the Borrower(s) authorises the BFL to deduct upfront interest, for such additional number of days beyond the aforementioned period of 30 (thirty) days, at the time of Disbursement from the Loan amount
- 2.29 The Borrower(s) has understood the following illustration of the aforementioned Broken Period Interest/Pre-EMI Interest. The figures here are indicative as the Broken Period Interest/Pre-EMI Interest amount shall change basis changes in the Loan amount, interest and the other factors stated herein below:

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

- 2.30 If the EMI/Monthly Instalment due date in respect of loan falls on a day which is not a Business Day, EM/Monthly Instalment shall be presented on immediate next Business day for such EMI/Monthly Instalment payment.
- 2.31 Borrower hereby agrees and acknowledges that, after disbursal of loan amount, any request for cancellation will not be entertained. However, Borrower will have the option to foreclose the loan subject to: (i) adherence of terms of this Agreement; (ii) payment of interest till date of foreclosure of loan (iii) payment of

applicable Foreclosure Charges as stated in the Second Part. Further, the fees and charges paid/collected/deducted in relation to such loan is NOT refundable.

- 2.32 The Borrower hereby agrees and acknowledges that BFL may, at its sole and absolute discretion and at Borrowers request, subject to payment of the fee/charges as provided for in Second Part above, provide the following options:

(i) Principal Holiday

The Borrower may request for reduction of EMI's and accordingly agree that the revised repayment schedule will be binding on the Borrower. The said facility will be available at sole and absolute discretion of the BFL and is subject to BFL's internal policies/criteria's including but not limited to:

- (a) This facility will be available twice in the Loan Tenure where 25 % (twenty-five percent) of my Outstanding Dues has been paid and cannot be availed more than once in a year
- (b) Loan Tenure can be extended by 3 (three) months on availing the said Principal Holiday option
- (c) Principal Holiday option cannot be availed in following scenarios:
 - (a) in the last 6 (six) months of the Loan Tenure
 - (b) EMI is bounced/dishonoured in last 12 (twelve) months of raising such request

(ii) Increase EMI

The Borrower may request for increase of EMI's and accordingly agree that the revised repayment schedule will be binding on the Borrower. The said facility will be available at sole and absolute discretion of the BFL and is subject to BFL's internal policies/criteria's including but not limited to:

- (a) Increase EMI option can be availed by the Borrower, anytime during the Loan Tenure.
- (b) Increase EMI option cannot be availed, where EMI is bounced in last 12 (twelve) months of raising such request.

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

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

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

2.34 Borrower will have option to pay advance monthly Instalments/EMI's. The amount paid by Borrower towards advance monthly instalment/EMI will be applied for repayment of monthly instalments/EMI only and will NOT be treated as part-prepayment or foreclosure of the Loan, irrespective of the loan variant availed by Borrower. NO interest is payable by BFL on the advance monthly instalment/EMI amount paid by Borrower.

2.35 Borrower(s) agrees and acknowledges that:

- In the event of availableness of surplus funds which are intended to be utilised by the Borrower(s) for any advance payment towards EMI, such payment shall be made at-least five (5) days prior to EMI due date for enabling adjustment of the same on the current month's EMI due date;
- Such advance payment is facilitated by BFL for the convenience of its esteemed Borrower(s) and NO interest on such advance payment is applicable;
- If the time gap in making such payment is less than 5 working days prior to the current month's EMI due date, such payment shall be adjusted on the subsequent month's EMI due date (and not against the current month's EMI due date). For example, if EMI due date is January 10, 2023 and payment is made after January 5, 2023, such amount shall be adjusted on February 10, 2023 ; and
- If the standing instructions for payment of current months EMI stands dishonored for any reason, such advance payment so received may be appropriated towards such dishonored EMI payable by the Borrower(s).

3. DEFAULT

3.1 The Borrower(s) shall be deemed to have committed an act of default if the Borrower(s) does not comply with his/her obligations as mentioned in this Agreement and also on the happening of any one or more of the following events, (each an '**Event of Default**' and collectively '**Events of Default**')

- The Borrower(s) fails to pay any Monthly Instalments or the Outstanding Dues under this Agreement on or before the Due Date or commits breach of any of the terms, covenants or conditions contained in this Agreement;

- (b) it is found that the Borrower(s) commits a default of any of the terms and conditions in respect of any other loan or facility provided by the BFL and/or any Affiliates of the BFL;
 - (c) there exists any circumstances which in the opinion of the BFL prejudicially affects or may affect the BFL's interest or the Borrower(s)'s ability to repay the Loan;
 - (d) demise of the Borrower(s) or if the Borrower(s) compounds with his/her creditors or permits any attachment or sequestrations or other processes against any of his/her assets or properties;
 - (e) if the Borrower(s) is declared insolvent or bankrupt or if a receiver or official assignee is appointed in respect of any property or estate of the Borrower(s) or if the Borrower(s) asks for any application for declaring himself an insolvent or if an application for declaring the Borrower(s) as insolvent is made or any order is passed by any competent court or authority for taking the Borrower(s) into insolvency; and
 - (f) if any proceedings are pending or threatened against the Borrower(s) by any government agency or authority for any misconduct or breach/violation of any law or regulations or code of conduct, etc.
 - (g) if BFL observes any deterioration in credit performance of Borrower
- 3.2 Upon the occurrence of the Event of Default and at any time thereafter, if any such event shall be continuing, the BFL may:
- (a) accelerate the repayment of the Loan including the Outstanding Dues;
 - (b) place the Loan on demand or declare all the Outstanding Dues payable by the Borrower(s) in respect of the Loan to be due and payable immediately;
 - (c) recover the charges for dishonour of the Repayment Modes, Penal Interest and any other penal charges from the Borrower(s) as mentioned in **Second Part**;
 - (d) terminate this Agreement;
 - (e) exercise such other rights and remedies as may be available to the BFL under law during the pendency of the Loan including without limitation under Section 138 of the Negotiable Instruments Act, 1881 and under Section 25 (1) of Payment of Settlement System Act, 2007; and/or
 - (f) stipulate such other condition(s) or take such other action(s) as the BFL deems fit.

4. COVENANT OF BORROWERS(S)

The Borrower(s) hereby covenants that during the period of this Agreement:

- (i) The Borrower(s) shall observe and perform all its obligations and covenants under this Agreement.
- (ii) The Borrower(s) shall ensure timely payment of the Monthly Instalments to the BFL and ensure that the Repayment Modes issued towards payment of the Monthly Instalments are honoured on presentation. In case of his/her account not been so debited, the Borrower(s) shall be obliged to inform the BFL in this regard within 3 (three) Business Days from the Due Date of such Monthly Instalment.
- (iii) The Borrower(s) shall promptly notify the BFL of any change in the Borrower(s)'s address, phone number, employer name, email address, as mentioned in **First Part**.

- (iv) The Borrower(s) confirms that he/she shall ensure availability of funds in the bank account on which such cheque have been drawn and that the Borrower(s) will not at any time close his/her bank account until the full and final payment of the Outstanding Dues has been made to the BFL by the Borrower(s).
- (v) The Borrower(s) shall not change his/her name or change his/her bank account on which cheque have been drawn or repayment mandate has been registered, without prior written consent of the BFL.
- (vi) The Borrower(s) shall pay/reimburse the BFL against all expenses for any purpose relating to this Agreement including any taxes pertaining to this Agreement, or the Loan and enforcing the terms thereof
- (vii) The Borrower(s) shall pay and bear all taxes, rates, duties, charges and other imposts and obligations, existing as well as in future, in respect of the product and the transaction hereunder.
- (viii) The Borrower(s) shall do all such things and execute all such writings as the BFL may require from time to time for duly or more perfectly securing the repayment of the Loan
- (ix) The Borrower(s) shall use the Loan only for Borrower(s)'s personal requirement and shall not use the same for any other purpose including investing in the capital market or for any speculative purposes, unlawful purposes and/or antisocial purposes.

5. GENERAL TERMS

- 5.1 The BFL reserves the right to levy such fees and/or charges in relation to the Loan/Flexi Assigned Limit, from time to time, as specified in the Loan Documents. The fees and charges levied by the BFL in pursuance to the Loan Documents shall be **non-refundable and non-transferable in nature**. The BFL may during the Loan Tenure and at its sole discretion, with or without any prior notice to the Borrower(s), amend / revise any of the terms and conditions contained in the Agreement including the repayment schedule, Interest Rate and/or any other fee or charge such as Penal Interest, processing fees, annual maintenance charges, Bounce Charges, Outstation Collection Charges, Pre-payment Charges/Foreclosure Charge , Flexi Fee, service charges or such other charges/fees specified under Second Part and the Borrower(s) acknowledges and agrees to be bound by such revised terms and conditions including repayment schedule, Interest Rate and/or such fee or charges mentioned above. The BFL shall give notice to the Borrower(s) of any such amendment/revision/addition through Electronic Media and shall ensure that changes in Interest Rate and other fee or charges are effected only prospectively. The BFL shall notify the Borrower(s) of such changes/modification by updating the same on the Website or by providing Communication through Electronic Media. The Borrower(s) hereby agrees to keep himself/herself abreast with all notifications on the Website <https://www.bajajfinserv.in/all-fees-and-charges> (<https://www.bajajfinserv.in/all-fees-and-charges>) in this regard and shall be bound by the aforesaid change and agrees not to dispute the same in any manner whatsoever. The Borrower agrees and understands that it is the responsibility of the Borrower to pay the charges that are due and payable to the Lender (including but not limited to Annual Maintenance Charge(AMC), Bounce Charge, penal charges). Accordingly, the Borrower agrees to sufficiently fund the loan account for debiting the above referred charges. However, in the event where the AMC becomes due and if any amount availed under the Flexi Loan remains unutilized, the Lender reserves the right to debit the unutilized Flexi Loan Limit to the extent of the said charges due, thereby resulting in increase of the Flexi Loan utilized amount. The Borrower further understands and agrees that Interest shall be charged by the Lender on the amount so utilized under the Flexi Loan account, with the calculation being done on daily basis, depending on the amount utilized on the said date.

- 5.2 Any statement of account(SOA) furnished by the BFL for Loan account shall be accepted by and be binding on the Borrower(s) and shall be a conclusive proof of the correctness of the amount mentioned therein. Without prejudice to what is stated above, if the Borrower(s) desire to question any statement or any part thereof, the Borrower(s) shall furnish to the BFL full details of the same within 10 (ten) Business Days from the receipt of the SOA and the BFL may consider the same. The Borrower(s) shall not be entitled to object to the same thereafter on any ground whatsoever. It is however clarified that the Borrower(s) shall not be entitled to default or delay the payment of Monthly Instalments on the ground of the SOA furnished by the BFL being inaccurate or any other ground whatsoever.
- 5.3 Wherever the Borrower(s) has given demand promissory note(s) to the BFL for the amount of the Loan, in case of a default, the Borrower(s) will still be liable to repay to the BFL the Loan amount along with the interest at the Interest Rate hereto from the date of default till actual payment.
- 5.4 The Borrower(s) confirms that if a demand promissory note is issued by him/her, the same shall operate as continuing security to the BFL to be enforceable for the repayment of the Outstanding Dues and/or all sums remaining unpaid under the Loan now or hereafter, including all interest to become payable in respect of/under the Loan or which may in future be advanced and that the Borrower(s) will remain liable under/in respect of the demand promissory note notwithstanding payment made into the account of the Loan from time to time or the Loan being reduced or extinguished from time to time or even if the balance in the account of the Loan may be in credit. In case of death of the Borrower(s), the demand promissory note(s) given by the Borrower(s) will be invoked against his/ her legal heir/s, legal representative/s, executor/s, administrator/s and permitted assign/s.
- 5.5 The Borrower(s) shall pay any and all stamp duty, stamp duty penalties, registration fees and similar taxes and duties which are or may become payable in connection with the entry into, performance or enforcement of this Agreement and/or Loan Documents whether at the time of execution or thereafter. The Borrower(s) hereby agrees that in case the BFL is required to make any payments such as stamp duty, stamp duty penalty, registration charges and/or any other charges and/or duties on and in relation to this Agreement and/ or Loan Documents or any other underlying/ associated documents, whether at the time of the execution or thereafter then the BFL shall be entitled/authorised to recover the same from the Borrower(s).
- 5.6 The Borrower(s) shall provide to the BFL the correct Goods and Service Tax ('GST') registration number ('GSTIN') of the Borrower(s) and the BFL shall not be responsible for verification of the same. In the event, the Borrower(s) fails to furnish the GSTIN to the BFL, the Borrower(s) shall be treated as unregistered for the purpose of GST.
- 5.7 The BFL shall raise an invoice on the Borrower(s) in respect to the fees, charges and/or penal interest levied as per the Loan Documents. In the event the BFL issues a credit note towards adjustment of any discrepancy in the value of invoice raised by the BFL and if Borrower(s) has failed to adjust the excessive input tax credit claimed by the Borrower(s) on account of such discrepancy, the Borrower(s) shall pay to the BFL the differential input tax credit, within a period of 30 (thirty) days from the date such issue is raised by the BFL. In the event the said amount is not paid by the Borrower(s) to the BFL, the same shall be a debt due from the Borrower(s) and shall be payable forthwith to the BFL together with any interest thereon. The BFL shall not be liable for any loss of credit arising on account of incomplete, erroneous or wrong details mentioned in the invoice.
- 5.8 Any provision of this Agreement which is prohibited or unenforceable including without limitation due to any notification, guidelines, circular issued by RBI from time to time, in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or un-enforceability but that shall not

invalidate or affect the remaining provisions of this Agreement nor affect such provision in any other jurisdiction.

- 5.9 The liabilities of the Borrower(s) and the Co-Borrowers, if any, under this Agreement shall be joint and several.
- 5.10 Any delay in exercising or omission to exercise any right, power or remedy accruing to the BFL under this Agreement or any other agreement or document shall not impair any such right, power or remedy and shall not be construed to be waiver thereof or any acquiescence in any default, nor shall the action or inaction of the BFL in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the BFL in respect of any other default.
- 5.11 Any notices to be provided to the Borrower(s), would be delivered personally or by registered post or email or through any other electronic form to the addresses as mentioned in First Part or to such other address as may be notified for the purpose by the Borrower(s) from time to time. Such notices shall be deemed to have been delivered: (i) 3 (three) days following dispatch by registered post; (ii) at the time so delivered, if delivered personally; (iii) at the time when such electronic message enters into such Borrower(s)'s computer or any other electronic device, as the case may be, if delivered by e-mail or through any other electronic form.
- 5.12 Without prejudice to all other rights as the BFL or any of the third parties appointed by the BFL may have under this Agreement and under law, on the occurrence of an Event of Default, the BFL, its authorised representatives, agents, and third parties as appointed by the BFL are authorised to use the contact details provided by the Borrower(s) to get in touch with the Borrower(s) (including the authorised signatory(ies)/representative(s), guarantor(s) (if any) and third parties including the family members of the Borrower(s)) whose information the Borrower(s) has provided to the BFL. Also, the Borrower(s) may be sent reminders from time to time for settlement of any Outstanding Dues by post, fax, telephone, email, SMS text messaging via mobile phone.
- 5.13 The Borrower agrees, declares and confirms that, notwithstanding anything contrary contained in this Agreement, the Lender is entitled:
- a. To exercise right of set off against (i) any refund that may be received by the Lender; or (ii) amount payable to Borrower by the Lender, as against (i) any and all outstanding dues receivable from the Borrower under any loan/finance arrangement; and/or (ii) owing to any excess sum credited by Lender;
 - b. Reserves the right to retain and continue to hold the title deeds or other security documents of the Borrower under any other arrangement (if any) till all the outstanding dues are paid by the Borrower and/or are set off/realized under this Agreement or any other agreement to which the Lender and Borrower are privy to. The Lender may sell any assets of the Borrower held by the Lender as a security under any other agreement between the Lender and Borrower and adjust the proceeds thereof towards repayment of this Loan and/or any other loan (s) including any interest, fees, and any other charges due and payable by the Borrower to the Lender under this Agreement and/or any other finance facility arrangement.
 - c. To exercise the right of set off (irrespective of any settlement that may be entered any time in future) and thereafter notify the Borrower as soon as reasonably practicable.
 - d. To exercise the right of lien (irrespective of any settlement that may be entered any time in future) by providing a reasonable notice to the Borrower prior to exercising the said right against any account of the Borrower.

- 5.14 The Borrower(s) agrees and confirms that the BFL shall not be obliged to grant and/or continue the credit facility, if it is apprehended that the terms mentioned in the sanction letter (if any) and this Agreement are not or may not be met to the satisfaction of the BFL. The Borrower(s) further agrees that, the BFL may, absolutely and unconditionally, reduce, revoke, cancel and/or modify any undrawn amount (in whole or part), if any, from the sanctioned Loan amount, at its discretion, at any time, without giving any prior notice to the Borrower(s) or without assigning any reasons thereof.
- 5.15 Notwithstanding anything contained in this Agreement, the gross loan amount/approved loan amount/sanctioned loan amount mentioned in this Agreement is not final/conclusive and may be revised by BFL at its sole discretion. Further such amount remains contingent upon BFL's internal credit check and policies and the final approved amount will be communicated to the Borrower(s), through Electronic Media by BFL, in which case such revised amount shall remain final and binding on the Borrower(s).
- 5.16 This Agreement and the annexures/schedules attached hereto embodies the entire understanding between the Borrower(s) and BFL, with respect to the subject matter of this Agreement and shall supersede any/all previous communications, representations or understandings, either oral or written, between the Borrower(s) and BFL, relating to the subject matter hereof.
- 5.17 Notwithstanding anything contained herein, the I hereby agree and acknowledge that in case I avail the Loan from BFL, for the purpose of Accommodation Expenses and provide the Bank Account details of my Accommodator for disbursement of loan amount or part of loan amount availed by me, in such Bank Account, then I hereby unconditionally acknowledge and accept that:
- (i) I shall be liable to pay the entire loan amount availed by me, including any amount disbursed by BFL in Accommodator 's Bank Account on my request.
 - (ii) I shall be responsible for providing true/correct Bank Account details of the Accommodator.
 - (iii) BFL is disbursing the loan amount or part of loan amount in Accommodator 's Bank Account (details of which are provided by the Borrower(s) in the Application Form) only on instructions of the Borrower(s) and BFL shall not be liable in any manner whatsoever for any incorrect details provided by Borrower(s).
- 5.18 In the event security deposit is being placed in fixed deposit in the name of Accommodator with BFL, I hereby represent and warrant that, such request is made basis the oral consent of Accommodator obtained by me for placing security deposit amount which is being financed by BFL to me. The amount availed by me under this loan shall be placed in the name of Accommodator by way of fixed deposit with BFL and also intimated to Accommodator that after fixed deposit is booked with BFL the same cannot be pre-maturely closed within period of 3 months from the date of booking. Accordingly, I hereby authorize BFL to contact with the Accommodator for initiating steps for booking fixed deposit in the name of Accommodator.

6. ASSIGNMENT OF RIGHTS

The BFL shall at any time, without any consent of or notice to the Borrower(s) be entitled to securitise, sell, assign, discount or transfer all or any part of the BFL's right and obligations under this Agreement or other Loan Documents, to any person(s) and in such manner and on such terms as the BFL may decide. The Borrower(s) shall not be entitled to directly or indirectly assign or in any manner transfer, whether in whole or part, any rights or obligation under this Agreement and other Loan Documents.

7. DISCLOSURE

- 7.1 The Borrower(s) agrees and understands that as a pre-condition relating to the grant of the Loan to the Borrower(s), the BFL requires the Borrower(s)'s consent for the disclosure by the BFL of information and data relating to the Borrower(s), of the Loan availed of/ to be availed by the Borrower(s), obligations assured/ to be assured by the Borrower(s) in relation thereto, default, if any, committed by the Borrower(s) in discharge thereof and any other information made available by the Borrower(s) to the BFL
- 7.2 Accordingly, the Borrower(s) agrees and gives consent for the disclosure by the BFL, if required under the Applicable Law, of all or any such:
- (a) information and data relating to the Borrower(s);
 - (b) the information or data relating to Loan availed of/to be availed by the Borrower(s); and
 - (c) default, if any, committed by the Borrower(s) in discharge of such obligation as the BFL may deem appropriate and necessary to disclose and furnish to RBI and any other regulator, Credit Information Companies ("**CIC's**") , , NESL, NSDL, Central KYC Registry, (CERSAI) including but not limited to TransUnion CIBIL Limited and/ or any other agency authorised in this behalf by RBI and/ or under applicable law and/ or to Information utilities ("**IU**") or any other person pursuant to the Insolvency and Bankruptcy Code 2016; and/ or to any other statutory or regulatory or law enforcement authority.
- 7.3 The Borrower(s) further declares that the information and data furnished by the Borrower(s) to the BFL is true and correct.
- 7.4 In the event of the Borrower(s) committing a default in the repayment of Outstanding Dues on the Due Dates, the BFL shall have an unqualified right to disclose the name of the Borrower(s) to RBI,CIBIL,CIC,IU and any other agency authorised in this behalf by RBI and /or under Applicable Law. The Borrower(s) gives its consent to the BFL and/or RBI and/ or CIBIL and/or CIC and/or IU, any other agency authorized under Applicable Law, to publish their name as defaulters in such manner and through such medium as the BFL/RBI/CIBIL/CIC/IU and/or any other agency authorized under Applicable Law in their absolute discretion, may think fit.
- 7.5 Borrower(s) further agrees and understands that:
- (a) Credit Information Companies (CIC) and any other agency so authorized may use and/or process the said information and data disclosed by the BFL in the manner as deemed fit by them; and
 - (b) Credit Information Companies (CIC) and any other agency so authorised may furnish for consideration the processed information and data or products thereof prepared by them, to the BFL/financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf.
- 7.6 The Borrower(s) agrees and understands that the BFL may also disclose any information/documents relating to the Borrower(s) to any third-party including BFL's Affiliates for promotional purposes or any other purpose as BFL may deem fit.
- 7.7 The Borrower(s), hereby agrees that in case the IU seeks any consent with respect to disclosure of the appropriate details, such consent shall be provided not later than 7 days from the date on which the same is sought. In case such consent is not forthcoming, the IU shall be in every right to treat such a consent being accorded by the Borrower(s) to disseminate such information as appropriate disclosures. The Borrower(s) expressly agrees and undertakes that it waives its right to take any defence on the ground of consent not

being accorded in any proceedings. The Borrower(s) hereby agrees and undertakes to indemnify and hold harmless the BFL, the IU, its officers, Directors, employees, on account of any losses, damages that may be incurred on account of any such action on its part.

- 7.8 The Borrower(s) further understands and agrees that the BFL may verify, any information or documents provided to the BFL with respect to the Loan, including, but without limitation, verifications with employers, financial institutions, other banks, at the time of the making the application for the Loan or at such intervals as may be decided by the BFL.

8. INDEMNITY

- 8.1 The Borrower(s) shall indemnify the BFL (and its Affiliates) at all times hereafter from and against any and all claims, damages, costs, losses, expenses, suits, proceedings, actions, liabilities, etc., that may have been suffered by the BFL and/or its Affiliates by reason of any act by the Borrower(s) or default on the part of the Borrower(s) under this Agreement/in respect of the Loan and/or for the recovery of the Outstanding Dues (including legal/attorney fee).
- 8.2 The Borrower(s) further agrees to indemnify and keep indemnified the BFL and/or its Affiliates from time to time and at all times hereafter and against any and all claims, duties, damages, costs, losses expenses, suits, proceedings, actions, liabilities etc., for/under which the BFL and/or its Affiliates may be liable:
- (i) on account of destruction of cheque of the Borrower(s) in accordance with Clause 2.19; and
 - (ii) at any point of time whether at the time of execution of this Agreement or any time thereafter.
- 8.3 The Borrower(s) further agrees to indemnify and keep indemnified the BFL and/or its Affiliates from time to time and at all times hereafter from and against any and all claims, damages, costs, losses, expenses, suits, proceedings, actions, liabilities, etc., whatsoever arising in connection with or relating to any Communications (as defined below) provided/ received by the BFL and/or its Affiliates by Electronic Media (as defined below).

9. ELECTRONIC MEDIA

- 9.1 The Borrower(s) hereby confirms, acknowledges and agrees that the online acceptance of this Agreement including any addendums hereto through the Website or such other internet or web based means results in a binding contract between the Parties.
- 9.2 The Borrower(s) is aware that transmission of this Agreement, addendums to this Agreement, terms and conditions and any revision/modification thereof, instructions, acceptances and communications **('Communications')** through electronic means such as email, facsimile, SMS text messaging, websites, online acceptance, etc. **('Electronic Media')** involves a number of risks including fraudulent alterations and incorrect transmissions and absence of confidentiality, further confirm that all risks arising therefrom shall be fully borne by the Borrower(s), whether or not it has resulted due to any non-communication, miscommunication, or technological error beyond the control of the BFL. However, the Borrower(s) is desirous of receiving Communications from and providing Communications to the BFL through the Electronic Media for various matters under this Agreement including in relation to the Loan and the operation thereof. The Borrower(s) understands and acknowledges that there are inherent risks involved in sending the instructions/communications/documents/ notices via email and /or in any other electronic/written form and hereby agree and confirm that all risks arising therefrom shall be fully borne by the Borrower(s), whether or not it has resulted due to any non-communication, miscommunication, or technological error beyond the control of the BFL. Further, the Borrower(s) shall duly inform the BFL about any change in the email id/address/mobile number and indemnify the BFL against any non-communication, miscommunication, error, loss and damage and otherwise caused to the BFL.
- 9.3 The Borrower(s) shall be solely liable for disclosure of any personal/sensitive personal information without exercising proper due diligence at the Borrower(s)'s end.
- 9.4 The Borrower(s) shall undertake to only use the official website/links of BFL/its associates/group companies/assigns for availing products/services by inputting the domain information.
- 9.5 The Borrower(s) acknowledges the potential risk of data/privacy breach and the Borrower(s) undertakes that they shall be solely liable for any unauthorized disclosure/breach of data, etc and any direct/indirect losses suffered by any party due to the same. Hence, the Borrower(s) shall exercise utmost caution to ensure that their personal data/sensitive personal data (including but not limited to any passwords, financial information, account details, etc) are NOT shared/stored/made accessible through:
- i. any physical means with or without the Borrowers knowledge (disclosure to any person/third party, etc) or
 - ii. through any electronic means, by exercising the following precautions/safety measures:
 - a. The Borrower(s) shall always check if "https" appears in any website's address bar before making any online transaction, to ensure that the webpage is encrypted;
 - b. The Borrower(s) shall avoid using third party extensions, plug-ins or add-ons on their web browser, as it may result in the risk of tracking or stealing of personal details;
 - c. The Borrower(s) shall always type the information and not use the auto-fill option on web browser to prevent the risk of storage of any personal/sensitive personal information;
 - d. The Borrower(s) shall NOT access darknet, unauthorized/suspicious websites, suspicious online platforms or download applications from unreliable sources.
 - e. The Borrower(s) shall ensure to disable cookies before accessing any domain/website, to ensure that their personal information is not tracked by any third party, unless otherwise consciously permitted by the Borrower(s) by accepting the same;
 - f. The Borrower(s) shall NOT respond to any generic emails from an unknown/unidentified source;

- g. The Borrower(s) shall check the privacy policy of any website/application to know the type of information that may be collected and the manner in which it may be processed before accepting/ proceeding/ transacting on said website/application;
- h. The Borrower(s) shall always verify and install authentic web/mobile applications from reliable source on your computer/laptop/tab/i-pad/smart phone or any other electronic device;
- i. The Borrower(s) shall NOT access any unidentified weblinks, bitly or any other electronic links shared over electronic platform (such as email, SMS, social media, websites);

9.6 In consideration of the BFL permitting the same, the Borrower(s) hereby irrevocably, confirms and undertakes to the BFL as under:

- (a) The BFL shall be entitled (without being bound to do so) to rely upon the Communications provided through the Electronic Media (and believe the same to be genuine), for their requirements. In case of any question as to what the Communications were provided or received, the records of the Electronic Media received by the BFL shall be treated as final, conclusive and binding.
- (b) The Borrower(s) has ensured and shall ensure that the Communications provided through the Electronic Media to the BFL are provided by the Borrower(s) and hereby agrees and confirms that the BFL shall not be responsible for conducting any verification whatsoever in this regard.
- (c) The Borrower(s) confirms that the BFL shall not be bound to act in accordance with whole or any part of the communications as it may appear in the Communications so conveyed and the same shall be at the sole risk of the Borrower(s).
- (d) The BFL shall not be liable for the consequences of any act or any refusal or omission to act or deferment of action by the BFL on basis of the Communications through the Electronic Media.
- (e) The BFL shall not be required to await receipt of the Communications in writing before taking any action in connection with the Communications provided through any Electronic Media and the non-delivery and non- conformity of such Communications in writing shall not in any manner prejudice the BFL's rights under this Agreement or otherwise.
- (f) The BFL may at any time whatsoever without assigning any reason withdraw or modify or add the facility/ies provided to the Borrower(s) in relation to the Communications through Electronic Media.
- (g) The Borrower(s) is aware and confirms that the BFL is agreeing to act on any Communications provided through Electronic Media only by reason of and relying upon the undertaking and indemnities contained in this Clause.

10. DISPUTE RESOLUTION

Any claims and disputes arising out of or in connection with this Agreement or its performance thereof shall be referred to a sole arbitrator for adjudication, who shall be appointed in the following manner:

The BFL shall address a notice to the Borrower(s) suggesting the names of not more than three arbitrators, from whom, the Borrower(s) shall, either:

- (a) Confirm acceptance one among the proposed names as the sole arbitrator and confirm in writing to the BFL within a period of ten (10) days from the date of notice ("Notice Period"); or

(b) Convey objection if any in writing to the BFL, against the proposed names of the sole arbitrator within the said Notice Period.

However, if the BFL does not receive any response from the Borrower(s) within the said Notice Period, the BFL shall construe the same to be deemed consent/acceptance by the Borrower(s) for the appointment of the sole arbitrator as may be decided by the BFL

The venue of arbitration shall be either at Pune or the State capital, at the sole discretion of the BFL. The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 together with its amendments, any statutory modification or re-enactment thereof for the time being in force. The arbitration proceeding shall be conducted in English language. The award of such arbitrator shall be final and binding upon the Parties hereto.

11. GOVERNING LAW

The validity, interpretation, implementation and resolution of disputes arising out of or in connection with this Agreement shall be governed by Indian law. The Parties agree that all matters arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts or tribunals (as the case may be) at Pune, India.

☒ I hereby agree that I have read the loan agreement in detail along with the Terms & Condition, Fees, Charges & Deductions. And I understand the details mentioned in the same

Co-Borrower/ Authorized Signatory(s)
Signature

Guarantor Signature

Borrower Signature

Date: 22/6/2023

BFL/SALPL/Dig/Agr/English/2023/Apr/V.2