

MSE Loan Terms & Conditions

1. The terms and conditions contained herein are not exhaustive. The customers should get themselves acquainted with the detailed terms and conditions, details of service charges and fees, and the Fair Practice Code of Ujjivan Small Finance Bank Ltd. (hereinafter "USFB"), by accessing the official website (viz., www.ujjivansfb.in) of USFB or by obtaining the same from any of the branches of USFB.
2. Any change in terms and conditions, service charges and fees etc. shall be displayed in the official website of USFB. All revision in Fee and Charges will be displayed on the Notice Board of the branches of USFB. All such notifications displayed in the website or the branches shall be deemed notice to customers about such changes, and the customers shall be bound by such changes.
3. Taxes at the applicable rate will be levied on all charges/fees.
4. The customers should conduct the account healthily. USFB can at its sole discretion, place operational restrictions in any account of the customer or close such account or recall the loan/credit facility, if the account is conducted unsatisfactorily in the opinion of USFB or if the account does not conform to the extant guidelines of RBI or if the customer breaches any term/condition upon which the loan/credit facility is granted.
5. The customer and the account should, at all times, be compliant with the Reserve Bank of India (Know Your Customer (KYC)) Directions issued by RBI from time to time. The requisite updated KYC documents conforming to such Directions should be submitted within the timelines fixed by RBI/USFB.
6. The customer agrees and undertakes to notify USFB promptly, if any joint account holder or authorised signatory of the account (as the case may be) is declared incompetent by a Court or any other competent authority, or ceases to be an authorised signatory.
7. USFB may disclose without any specific consent of the customer, the information about the customer or customer's account if required or permitted by any law, rule or regulations or at the request of any public or regulatory authority or if such disclosure is required for the purposes of preventing fraud.
8. The customer should carefully examine entries in the Statement of Accounts/Passbook and any error/omission/discrepancy observed should be brought to the notice of USFB within 30 (Thirty) days from the date of such entries, failing which such entries shall be deemed to be correct and accepted by the customer, and the customer shall not be entitled to dispute correctness of the entries thereafter.
9. In addition to the terms and conditions discussed herein, the customer shall be bound by the terms and conditions contained in the Sanction Letter as well as those contained in the loan documents to be executed in favour of USFB.
10. The terms and conditions referred herein shall be governed and subject to the laws of Republic of India.
11. Any disputes related to this application and further processing shall be subjected to the jurisdiction of Courts/Tribunals/Fora situated in Bangalore.

DECLARATIONS

1. I/We understand and agree that the sanction of loan/credit facility is at the sole discretion of Ujjivan Small Finance Bank Ltd. (hereinafter "USFB"). I/we shall have no right to insist USFB to sanction any loan/credit facility.
2. I/We have received, read and understood the detailed terms and conditions, details of service charges and fees, and the Fair Practice Code governing opening and operations in the account with USFB, including, but not limited to, the services, Phone Banking, ATMs and Debit Cards.
3. I/We hereby agree to be bound by the terms and conditions and charges and fees governing the account as also with the changes or amendments brought therein by USFB from time to time. I/We shall also abide by those terms and conditions which USFB may stipulate in the Sanction Letter and in the loan documents to be executed by me/us in favour of USFB. I/We agree and acknowledge that USFB shall have the right to change, modify or amend the terms and conditions, charges and fees from time to time at its sole discretion. Any such change, modification or amendment made available by USFB in its official website (www.ujjivansfb.in) shall be sufficient notice to me/us as regards such change, modification or amendment, and I/we shall be bound by such change, modification or amendment. I/We am/are aware and acknowledge that the charges and fee collected by USFB in relation to this Application shall be subject to applicable tax, and such charges, fee and tax is/are non-refundable.
4. I/We shall ensure that the loan/credit facility is utilised for the purpose for which it is sanctioned and it shall not be used for investments in shares, debentures, to make any advances by way of inter-corporate loans/deposits to the companies (including subsidiary/associate companies or for any speculative or illegal purpose. I/We shall also ensure submission of requisite proof in support of end use, as and when demanded by USFB.
5. I/We would not launch any other scheme of expansion /business without permission of the Bank.
6. I/We shall not allow or cause to be allowed to subordinate the loan/credit facility to be granted by USFB with any other borrowings. I/We shall at all times secure the loan/credit facility to be sanctioned by USFB with such securities stipulated by USFB.
7. I/We confirm that I/we am/are resident of India.
8. I/We have no borrowings other than what is/are disclosed to USFB.
9. None among us is a defaulter of statutory dues. None of us is served with any notice for breach or infringement of any law. No civil or criminal proceedings (including but not limited to insolvency proceedings) is/are concluded or initiated or pending or threatened against any of us or our assets including in relation to the property being offered as security for the loan/credit facility. None of us, our Key Managerial Persons, Directors, Partners, Trustees, Office Bearers or Proprietor is a defaulter/willful defaulter or facing any proceedings for declaring as defaulter/willful defaulter.
10. I/We agree to abide by and be bound by all applicable rules, regulations, instructions and guidelines issued by Reserve Bank of India (hereinafter "RBI"), the Common Reporting Standard (hereinafter "CRS") and by any other governmental or regulatory authority, in force from time to time. I/We have declared my/our status as per the rules applicable under Section 285BA of the Income Tax Act, 1961 (hereinafter "the Act") as notified by the Central Board of Direct Taxes (hereinafter "CBDT").
11. I/We authorize USFB/its Group Companies or its/their agents to make references and enquiries as may be deemed necessary in their discretion with regard to the information furnished to this application. I/We hereby also give the rights to USFB to disclose and or share all my/our information and the information pertaining to my/our accounts/applications (including personal sensitive data or information and any information that requires a consent under the Information Technology Act, 2000 and its relevant rules and/or any other statute) to any statutory or government or quasi-government body or association, credit bureaus, any holding or subsidiary or affiliate or associate concern of USFB, and/or to third parties engaged by USFB.

12. I/We hereby authorize USFB to use the details provided by me/us as above for credit bureau enquiries with any Credit Information Company and I/we acknowledge that USFB shall have the right and authority to carry out investigation from the information available in public domain for confirming the information provided by me/us to USFB. I/We also authorise USFB to cover the loan/credit facility under Credit Guarantee Fund Trust for Micro and Small Enterprises ("CGTMSE") if the loan/credit facility is eligible therfor.

13. If there is any change in my/our contact particulars, change in address/communication particulars or any change in the structure of our entity (including but not limited to induction/removal/retirement/resignation of any Trustee/Partner/Director/Member), I/we undertake to intimate USFB in writing about such changes within 2 weeks of such change along with supporting proof.

14. I/We shall submit to USFB the financial information pertaining to me/us at such periodical intervals as per the stipulation of USFB. I/we undertake to intimate USFB in writing about the Sales, Profit and turnover as and when sought by the bank or at a defined periodicity at customer/borrower's own cost

15. I/We agree that USFB shall be entitled to debit my/our account for service charges as applicable from time to time.

16. I/We agree and acknowledge that USFB shall not be liable or responsible for failure to discharge any of its obligations contained herein or elsewhere including, but not limited to, completing any transactions due to any cause arising out of or related to any force majeure event or for any reasons beyond the reasonable control of USFB.

17. I/We declare and agree that all transactions in my/our account will be done by legitimate sources only and my/our account will not be used for any purpose(s) contrary to law. I/We agree to keep a watch on my/our account and inform USFB about suspicious transaction, fraud, etc., if any, touching upon my account. I/We agree and understand if I/we violate any of the terms and conditions, rules and regulations or the applicable laws, USFB may, in its absolute discretion, discontinue any of the services completely or partially without any notice to me/us.

18. I/We understand that as per the extant guidelines of RBI, opening of Current Account requires declaration of existing credit facilities with any of USFB's branches or any other bank. I/We declare that I/we have not availed any credit facility from any bank, other than that are declared through the Application Form. If I/we avail any further credit facility from or open Current Account with any bank, I/we shall intimate the same to USFB. If I/we open any Current Account with USFB, I/We shall obtain requisite No Objection Certificate from my/our existing lenders and hand over the same to USFB before opening such Current Account. If I/we open Current Account with any other bank we shall do so only after obtaining requisite No Objection Certificate from USFB.

19. I/We wish to be informed about the various features/products and promotional offers made by USFB from time to time. I/We hereby authorise USFB to use my/our contact number/e-mail Id mentioned above, in connection with transactional, promotional as well as service related calls or messages, through Telephone/Mobile/SMS/e-mail by USFB or its Agents.

Please do not call/contact me/us for various features/products and promotional offers made by USFB from time to time.

20. Except to the extent disclosed to USFB: no director or a relative/near relation (as specified by RBI) of a director of a banking company (including USFB) or a relative near relation (as specified by RBI) is: the applicant(s), or a partner, a trustee, member, director, manager, employee, of our concern, or of our subsidiary or of our holding company or guarantor on my behalf or holds a substantial interest in our concern or my/our subsidiary or holding company.

21. I/We acknowledge that I/we have read, understood and agree with the terms and conditions governing the loan product chosen by me/us.

22. I/We agree that USFB shall have the right to retain or to destroy at its pure discretion even in case of rejection of loan, the documents/information (including post-dated cheques, if any) submitted by me/us in connection with the loan/credit facility.

23. I/We hereby declare that each and every information furnished by me/us herein above pertain to me/us and the same are true, correct and accurate to the best of my/our knowledge. The signatory/ies to this document is/are competent and have proper authority to submit the particulars contained herein as also to make this Declarations. The document(s) submitted to USFB in support of my/our authority is/are valid and subsisting and the same is/are not revoked. The mobile number and the e-mail address furnished above are in my/our exclusive control and I/we shall intimate USFB in writing about any change in such mobile number or e-mail address. I/we shall submit to USFB additional documents/information/particulars at our own cost, if sought by USFB. I/We shall indemnify and keep indemnified USFB and its officials for any loss that may be caused on account of providing incorrect or incomplete information by me/us.

AUTHORITY FOR USAGE OF AADHAAR

I/We state that USFB has not insisted me to submit to it my/our Aadhaar particulars. If the loan/credit facility is eligible for any Social Welfare Scheme or Direct Benefit Transfer Scheme of Government of India, I/we shall submit to USFB/UIDAI my/our Aadhaar particulars in the permissible form and also execute requisite further mandate in favour of USFB/UIDAI.

CENTRAL KYC

I/We hereby expressly consent to USFB to upload/share with Central KYC Registry my/our KYC data provided hereinabove. I/We also hereby consent to receive information from Central KYC Registry through SMS/e-mail on the said mobile number/e-mail Id.

Tick, as applicable

Declaration for Partnership Firm only

We, the undersigned _____, hereby declare that we are carrying on business under the name and style of _____, We hereby, unconditionally and irrevocably, undertake that the Firm, its Partners and/or its successors shall be jointly and severally liable and responsible from time to time and at all times hereinafter to USFB in connection with our existing and future transactions and dealings with USFB, in any manner whatsoever.

In the event of any change occurring in the Firm by the introduction of any new Partner or the retirement, death, expulsion or insolvency of any Partner or the dissolution of the Firm, we shall forthwith serve upon USFB written notice. Pending receipt of such notice in writing as aforesaid USFB shall be entitled to treat the Partner affected by such retirement or expulsion or, in the event of death, his estate, as if he or his representative as the case may be, is still a Partner, to the intent that such Partner or his estate shall be liable jointly and severally with the other Partners for all indebtedness or obligation of the Firm incurred after such retirement, expulsion or death down to the date of receipt of the notice aforesaid in addition to any liability which he may have incurred to USFB as Partner prior to such retirement, death or expulsion or insolvency.

We also jointly and severally hereby acknowledge that notwithstanding anything contained in any agreement of partnership, any borrowings made by any of us on behalf of the Firm pursuant to this representation, and all securities given therefor, shall be deemed to have been so made and given for the purpose of the Firm under the express authority of Partners of the Firm, and all liabilities created/acknowledged by any Partner on behalf of the Firm shall be binding upon the Firm and all the Partners thereof in their respective capacity as Partner and in their respective individual capacities.

Declaration for Companies

We produce the following papers for your files:

- 1.Certified true copy of the Memorandum and articles of association
- 2.Certificate of Incorporation and its certified true copy (Original produced for inspection and returned to us)
- 3.Certificate of Commencement of business and its certified true copy (Original produced for inspection and returned to us)
- 4.Certified true copy of the Extract of the Board Resolution of the Company permitting and regulating the conduct of the account

Declaration for Limited Liability Partnership

We produce the following papers for your files:

- 1.Certified true copy of the LLP Agreement.
- 2.Certified true copy of the Incorporation document and DPIN of the designated partners.
- 3.Certified true copy of the Certificate of Registration issued by the ROC concerned.
- 4.Certified true copy of LLP-IN issued by the ROC.
- 5.Certified true copy of the Extract of the Resolution to open an account and list of authorized person/s with the specimen signatures to operate the account duly attested by Designated Partner/s.

Declaration for Sole Proprietors only

I, the undersigned hereby declare that I am the sole proprietor of the firm under the name and style of M/s. _____ and I am solely responsible for the liabilities thereof. I shall advise you in writing of any change that takes place in the constitution of the firm and I will be liable to you for any obligation which may be standing in the firm's name in your books on the date of receipt of such notice and until all such obligations shall have been liquidated. I request you, until written notice from me to the contrary, to regard me as sole proprietor, and to honour my signature and my signature only for the firm. I agree to comply with and be bound by rules of the bank in this regard.

Mandate:

We hereby certify that the resolutions enclosed herewith are the true extracts of resolution passed at the meeting of the Board of Directors of the Company / Partners of the LLL _____ held on this day of 20 .

The contents of the application form and the information/documents, including the terms & conditions, discussed therein have been explained to me/us in language.....by....., and I/we have fully understood the same.

Do you have income which is taxable in any country other than India: Yes No

If Yes, mention the country _____

Please confirm the country of incorporation of your organization (Only for non-individuals) _____

Please confirm the place of business(es) of your organization (Only for non-individuals) _____