PERSONAL LOAN AGREEMENT

This Agreement made on the day, month and year set out in the Annexure hereto between the person(s) named in the annexure I to this Agreement (hereinafter referred to as "**the Borrower**", which expression shall, unless the context otherwise requires, include his/ her/their heirs, executors and permitted assigns) of First Part.

AND

IDFC FIRST Bank Limited, formerly known as IDFC Bank Limited a company registered under the Companies Act, 2013 and a banking company within the meaning of Banking Regulation Act, 1949 having its Registered Office at KRM Tower, 8th Floor, No: 1, Harrington Road, Chetpet, Chennai-600031, Tamil Nadu, India, and among others, a branch office at the place specified in Annexure hereto (hereinafter called "**The Bank**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the Second Part.

The Borrower and the Bank are hereinafter collectively referred to as 'Parties' and individually as the 'Party'.

WHEREAS,

A. The Bank is inter alia engaged in the business of providing financial assistance to individuals and business entities through itself and through several partners.

B. "**Partner**" is a legal entity which is inter alia engaged in the business of facilitating distribution of financial products and services and hereby acts as a Lending Service Provider ("**LSP**") to the Bank for this Facility. Further, the Partner also at times may assist the Bank with the collection process as per the mutually agreed terms of business partnership agreement between the Partner and the Bank.

C. The Borrower has now requested to avail the financial services and loan products provided by the Bank ("**Facility**"/ "**Loan**") as stated in the Schedule hereto which the Bank, has vide Sanction Letter agreed to grant/extend to the Borrower.

D. The Parties hereto are desirous of recording the terms and conditions in relation to the Loan to be made by the Bank to the Borrower on the terms and conditions hereinafter contained. Unless a contrary indication appears, any reference in this Agreement to:

   I. Any expression not defined herein but defined in the General Clauses Act, 1897, the meaning or interpretation assigned to such expression therein shall also carry the same meaning herein.

   II. A person includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality).

   III. The singular includes the plural (and vice versa).

   IV. Reference to the masculine gender includes references to the feminine gender and the neuter gender and vice versa.

NOW, THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS-

1.1. INTEREST

The Borrower shall pay interest on the Loan as per the Rate of Interest specified in the Annexure as amended from time to time and shall be computed and debited to the Loan Account as following. The Borrower shall pay to the Bank the Interest component as determined by the Bank and mentioned in the Repayment Schedule Annexure on all outstanding Principal amount pertaining to the Loan. The Interest component shall be computed on the basis of number of days in the respective calendar year and the number of days elapsed since disbursement of the Loan.

1.2. FEES/CHARGES/COSTS

1.2.1. The Borrower has paid/agreed to pay on or before the disbursement of the Loan to the Bank the processing charges, service charges, (including service tax, if any), disbursement charges, collection charges (if payments are made to a third-party beneficiary), penalties (if any), registration charges, other charges/fees/costs etc. as mentioned in the Annexure.

1.2.2. The Borrower agrees and covenants with the Bank to promptly pay (a) the applicable stamp duty on this Agreement and also on such other documents as may be executed in relation / incidental to the presents, (b) all present and future taxes which may include any duties, expenses and other charges whatsoever in relation to this Agreement, the Loan and/or the Security or any other charges or benefits under this Agreement including interest and/or penalty charges and (c) all other charges, costs and expenses from time to time specified by the Bank (including all costs and expenses incurred or paid by the Bank) in relation to this Agreement and/or any Security and/or for recovery of the Loan or any part thereof. In case of failure of the Borrower to pay the foregoing, the Bank shall be entitled to debit all other amounts due and payable by the Borrower under this Agreement to the Loan Account and the same shall form part of the Loan.

1.2.3. The Borrower is aware that the Penal Charges means charges which the Bank shall impose for delay in payments by the Borrower. The said charges shall be over and above the applicable charges and the Rate of Interest as specified in the Schedule of Charges ("SoC") or the Key Fact Statement ("KFS") and the same may be amended from time to time by the Bank. It is further specified that Penal Charges as set out in the schedule are without prejudice to the Bank's right to recall the entire Loan or to initiate any recovery action.

2. DISBURSEMENT

The Bank shall, subject to the provisions of this Agreement and unless agreed between the Borrower and the Bank otherwise, disburse the Loan funds in the Borrower's registered bank account only after all the terms and conditions of this Agreement have been accepted by the Borrower and the Borrower provides any other document or writing as the Bank may require in its sole discretion.

3. Repayment

3.1. The Loan (including the Principal, Interest thereon and any other Charges, premium, fees, taxes levied or other Dues as payable by the Borrower to the Bank in terms of this Agreement):

I. Either By way of **Equated daily Instalments** ("**EDI"**) as per the EDI amount and EDI due date mentioned in the Annexure towards repayment of Principal and Interest of this Loan; or by way of **Equated Monthly Instalments** ("**EMI"**) as per the EMI amount and EMI due date mentioned in Annexure towards repayment of Principal and Interest of this Loan; and

II. Either through Partner's platform and/or alternate payment channels enabled by Bank in the form of Net Banking/Debit Card/UPI/Standing Instruction/ECS/NACH (collectively referred to as "**Mandate**") to the Bank from a KYC compliant bank account owned by the Borrower. Additionally, the Bank will also accept payment through NEFT/ RTGS, and the Borrower can choose to avail such options when required to make payment towards the Loan.

III. At a branch of the Bank (or at any other place as may be notified by the Bank) by way of Standing Instruction and/or electronic clearing system or in any other manner as the Bank may specify from time to time in writing.

3.2 Credit for all payments, as applicable, made by the Borrower will be given only on realization of such payment by the Bank and the same will duly reflect in the Loan Statement of Account (SOA).

3.3 Notwithstanding anything to the contrary contained in the present, the Borrower agrees with the Bank that the Bank shall have the right at any time or from time to time to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof in such manner and to such extent as the Bank may at its sole discretion decides.

3.4 The Borrower also undertakes and agrees to pay the Interest on the Loan, free from any deduction whether on account of tax or otherwise. The Borrower shall be held accountable by the Bank for any claim which may be made in this regard by any tax authorities and undertake to pay forthwith any such demands which the Bank may become liable to pay. If the Borrower fails to pay the amount so demanded by the Bank, then the Borrower hereby authorises the Bank to enforce any Security that might have been created in relation to the Loan, for the purpose of recovery of the said tax amount.

3.5 Delay in payment of EDI or EMI etc., as the case may be

I. On happening of any Event of Default as set out in **Article-6** of this Agreement:

   a. Such defaulted amount shall carry Penal Charges, computed from the respective Due dates; and

   b. The Borrower shall at its own pay the Penal Charges in such form and manner as maybe required by the Bank.

II. The Penal Charges shall be charged/debited to the Loan Account.

III. The Borrower agrees to issue Mandate for the repayment of the Loan and is fully cognizant that dishonour of the repayment of the Loan is a criminal offence under the law.

3.6 The Borrower acknowledges that the Borrower has issued a Mandate of repayment, in advance, for the payment of the Dues pertaining to this Loan. The Bank may at any time at its sole discretion, with prior notice to the Borrower, make a demand for the repayment of the Loan and Dues thereof. The Borrower shall not revoke the Mandate issued for payment of the EDIs/EMIs during the tenure of this Agreement, except with the prior approval of the Bank. In case the Borrower revokes his/her consent to participate in the Mandate without obtaining a prior written consent of the Bank, the same shall be deemed to be an 'Event of Default', as defined in this Agreement and the Bank shall have the right to forthwith recall the Loan without giving any notice to the Borrower. Notwithstanding anything contained herein, the Bank shall have the right to initiate criminal action or take any other action/remedy available under the applicable laws against the Borrower. The Borrower hereby undertakes that the Borrower shall not close the bank account on which the Mandate is issued to the Bank and also shall not change the authorized signatory/ies to the said bank account (where the Borrower is a company/partnership firm) without the prior consent of the Bank.

3.7 The Borrower undertakes that in the event of any variation in the date, amount and number of payment(s) of EDI or EMI or any other amount payable under this Agreement; or if otherwise required by the Bank, the Borrower shall forthwith issue fresh Mandate instructions as may be required by the Bank.

3.8 If the Borrower at any time during the tenure of the Loan, wishes to replace any Mandate Instrument with another, then the Borrower will be required to pay Mandate swap charges as may be determined by the Bank for every Mandate Instrument so replaced. It is clarified that it shall be at the sole discretion of the Bank to either replace the Mandate Instrument or to refuse such request.

3.9 The Borrower acknowledges that Payment Aggregator/Gateway, on which the Borrower makes a payment to the Bank, is acting only as a facilitator of the transactions between the Bank and the Borrower and is collecting the amounts due from the Borrower on behalf of the Bank and such repayment fund will be credited directly to the Bank.

3.10 Notwithstanding anything to the contrary contained in this Agreement and irrespective of the mode of repayment selected by the Borrower, upon any default by the Borrower in repayment of any of the EDI/EMI any other amount due under the Agreement, the Bank shall be entitled, without prejudice to its other rights under the Agreement or law, to present and/or re-present the Repayment Mandate Instrument issued by the Borrower for recovery of any such Dues as the Bank deems fit.

3.11 The advance amount/EDI/EMI received (if any) from the Borrower may be accounted towards the Dues, if any, for the upcoming day(s)/month(s). Such advance Amount/EDI/EMI will not be treated as a partial prepayment or a full pre-payment (foreclosure) made against the Borrower's Loan. Irrespective of the loan variant availed or the amount paid by Borrower, no interest will be payable by the Bank on such advance payment received from the Borrower and no interest benefit by treating such payment as a partial pre-payment will be given by the Bank against the Borrower's loan(s).

3.12 Continuance of Payment Instruments: The Borrower hereby covenants and agrees that any Post-Dated Cheques (PDCs), Standing Instructions (SI), Electronic Clearing Service (ECS) mandates, or NACH (National Automated Clearing House) mandates or other payment instruction/instruments ("Payment Instruments") issued to discharge the liabilities and/or payments to the Bank in connection with any loan facility obtained from the Bank shall remain in full force and effect until the loan is fully repaid. To clarify, these Payment Instruments along with an obligation to discharge the liabilities and/or payments to the Bank shall persist until all outstanding indebtedness and liabilities arising from the specific Loan Agreement, as well as any other present or future loan facilities extended by the Bank or its affiliated entities to the Borrower, are fully satisfied and discharged.

3.13 Non-Impairment of Liability: The validity and enforceability of any Payment Instrument, and the corresponding liability of the Borrower, shall not be prejudiced, impaired, or discharged by virtue of any partial repayment or other circumstance, save for the full discharge as stipulated herein. The Borrower further undertakes that the Payment Instruments provided shall remain valid and drawable for the entire outstanding balance due to the Bank, encompassing all Principal, accrued and/or due Interest, Charges, and overdue amounts. This obligation extends to any and/or all financial accommodations, benefits, borrowings, or liabilities, whether current or prospective, obtained or to be obtained by the Borrower from the Bank and/or its affiliates.

3.14 Account Balance Maintenance: The Borrower undertakes to maintain sufficient cleared funds in the designated mandate bank account(s) to facilitate the timely repayment of all sums due and payable in respect of active, unpaid, or overdue loan facility(ies).

3.15 Irrevocable Debit Authorization: The Borrower hereby irrevocably and unconditionally authorizes the Bank to debit the designated account(s) for the recovery of all outstanding amounts due to the Bank towards discharging the liabilities arising out of borrowing facilities obtained or to be obtained by the Borrower from the Bank ("Recovery Amounts"). These Recovery Amounts include, but are not limited to, unpaid or overdue EDI, EMI, outstanding Principal balances, accrued and charged Interest (due and/or overdue), penalties, charges incurred due to debit failures (including, but not limited to, insufficient funds), late payment charges, and any other sums stipulated in the Loan Agreement or communicated by the Bank to the Borrower via email, SMS, letter, public display on the Bank's website, public notice, or any other permissible mode. This authorization extends to the recovery of all current and future indebtedness owed to the Bank, including any loans or borrowings the Borrower may avail from the Bank in the future.

3.16 In case the Borrower has availed internet banking facility of the Bank for repayment of the Loan, then in that event, the Borrower shall, in addition to the provisions of the presents, be bound by the rules and regulations formulated by the Bank in regard to internet banking facility.

3.17 **Pre-payment of the Loan:**

3.17.1 The Bank may, at its sole discretion and on such terms as to partial/full pre-payment fees, etc., as it may prescribe from time to time, permit pre-payment or acceleration of EDIs or EMIs at the request of the Borrower. Subject to the applicable laws and if permitted by the Bank, the Borrower shall and pay to the Bank such partial/ full Pre-payment charges as mentioned in the KFS annexure.

3.17.2 If the Borrower pre-pays only a part of the Loan, the Bank shall be entitled to adjust the amount pre-paid against the amount payable by the Borrower in such manner as the Bank deems fit. In such an event, the Bank shall be entitled to reschedule the Repayment Schedule at its sole discretion (including an option to reduce the tenor of the Loan while keeping EMIs/ EDIs payable by the Borrower the same) and the Borrower agrees to adhere to such altered Repayment Schedule.

3.17.3 The Bank may, at its sole discretion and on such terms as to Foreclosure Charge, etc., as it may prescribe from time to time, permit foreclosure of the Loan at the request of the Borrower. Subject to the applicable laws and if permitted by the Bank, the Borrower shall and pay to the Bank such Foreclosure Charge mentioned in the KFS, and as amended from time to time by the Bank and communicated to the Borrower via SMS/emails/phone calls/postal letters.

3.18 **Recall of the Loan by the Bank**: The Borrower agrees that the Bank shall be entitled to, at any time, in its discretion, recall the Loan by giving to the Borrower a notice in writing. It is specified that the Repayment Schedule set out in the Annexure is without prejudice to the Bank's right to recall the entire Loan and to demand payment of the Loan. Upon the expiry of the period of notice, if any given, the Loan shall immediately stand repayable by the Borrower to the Bank.

4. **Loan Protection Insurance**

The Borrower shall procure such Loan Protection Insurance from a Bank's enlisted Insurance service provider, as may be acceptable to the Bank, in order to protect the Borrower against any risk of payment incapacities in case of critical illness/disability/death/job loss, as per the scope of the Insurance policy. The premium of such Insurance will be borne by the Borrower, and if opted by the Borrower, will be included in the Loan amount and all the terms and conditions mentioned in this Agreement shall be additionally applicable thereto. Any cancellation of such Insurance policy may be permitted during the tenor of the Loan, as defined in the scope of the Insurance policy. The Borrower acknowledges and agrees that such Insurance policy shall be assigned to the Bank in a form and manner satisfactory to the Bank and the Bank shall be made/mentioned as the FIRST loss payee under such Insurance policy. Notwithstanding anything to the contrary contained in this Agreement, the Borrower is aware that insurance is non-mandatory and offered only to customer who voluntarily choose to opt for the same and in case if the Loan is cancelled, the insurance policy will also get cancelled automatically and the certificate of insurance (if received/issued) will stand cancelled/ revoked.

5. **The Borrower's Representations, Warranties, Covenants and Undertakings:**

With a view to induce the Bank to grant the Facility, the Borrower hereby represents/warrants to/covenants/undertakes with the Bank that the Borrower:

5.1 By clicking on the tab/ button/ checkbox of "Confirm" or any other button/ checkbox of similar nature at the Bank's digital platform or at the Partner's digital platform: (i) The Borrower confirms that the Borrower is eligible under Applicable Law to avail the Facility, (ii) The Borrower consents to avail and use the Facility as per the these Facility Terms and Conditions; and (iii) The Borrower consents to receive communications, notices regarding transactional & promotional communication from the Bank or its, service providers, and authorized third parties etc. (whether through SMS, WhatsApp, emails, phone calls, automated phone calls or by any other means).

5.2 Has furnished true and complete details in the Loan Application.

5.3 The Borrower's nationality is Indian, and the Borrower is living in India at the time of applying for this Facility.

5.4 The Borrower hereby represents/warrants to/covenants/undertakes that the Borrower shall utilize the Loan for the purpose for which it is granted and not for any improper/illegal/unlawful/speculative/capital market related activities neither for purchase of gold in any form including primary gold, gold bullion, gold jewellery, gold coins, units of Gold Exchange Traded Funds(ETF) and units of gold Mutual Funds.

5.5 Shall (in case of more than one borrower) be jointly and severally liable to repay the Loan, interest and all other sums due and payable under this Agreement and to observe its terms and conditions.

5.6 The Borrower understands and confirms that if the Aadhaar OTP-based non-face-to-face EKYC method has been used to create this Loan account (up to INR 60,000/- with a validity of 12 months or as per the prevailing RBI compliance around the same) then, the Borrower has not used & will not use such Aadhaar OTP-based non-face-to-face EKYC method to open any other account with any other Regulated Entity (RE) as defined by RBI until and unless the Borrower's KYC is duly upgraded to full KYC.

5.7 The Borrower acknowledges and agrees that the Loan will be reported to CICs/ Consumer Credit Bureau(s) as a '**Personal Loan'** and it may take up to 45-60 days for payment/closure/regularization etc. of the Loan, to duly reflect in the CIC records.

5.8 That neither the Borrower nor any other person benefiting in any capacity in connection with or from this Agreement and/or any instruments and/or payments thereunder is a Specially Designated National ("SDN") and/or otherwise sanctioned, under the sanctions promulgated/issued by India and/or any other country from time to time (collectively, the "Sanctions"). This representation will continue to remain valid till the repayment of all amounts under this Agreement and conclusion of the underlying transaction pursuant to this Agreement.

5.9 Except to the extent disclosed to the Bank: (i) where the Borrower is an individual, he/ she is not a director or specified near relation of a director of a banking company; company; and (ii)(a) where the Borrower is an individual, that he/ she is not a specified near relation to any senior officer of the Bank, (b) where the Borrower is a partnership firm/HUF/ limited liability partnership firm, none of the partners or members of the HUF, is a specified near relation of any senior officer of the Bank, and (c) where the Borrower is a joint stock company, none of its directors, is a specified near relation of any senior officer of the Bank (d) where the Borrower is a Trust or Society, none of the trustees of the Trust or the members of the Society, is a specified near relation of any senior officer of the Bank.

5.10 Shall notify the Bank regarding the change in the Borrower's status as a resident/non-resident Indian. In case of being non- resident Indian/Person of India origin, the Borrower shall abide by and fulfil the provisions of Foreign Exchange Management Act, 1999, as amended from time to time and all other applicable laws with respect to purchasing, retaining, using, selling immovable property in India and repatriating proceeds outside India and the Borrower shall be held accountable by the Bank in that behalf.

5.11 The Borrower acknowledges and accepts the Rate of Interest and its calculation method, other fees, charges and all other amounts payable as per the terms of this Agreement as reasonable and the Borrower has understood the meaning of each term and financial implications, amounts payable and liabilities and obligations created under this Agreement.

5.12 Any security(ies) furnished by the Borrower(s), under any other agreement entered into or to be entered into with the Bank, including its subsidiaries shall be deemed to be the security(ies) under this Agreement. Further, the Borrower agrees that the security(ies),if any, offered in respect of this Loan shall be deemed to be continuing security(ies) in respect of other loan(s)/facility(ies) obtained/to be obtained by the Borrower from the Bank and shall not be discharged till such time all the loan(s)/facility(ies) are fully discharged to the satisfaction of the Bank.

5.13 The Borrower is aware that the Sanction letter shall be read in conjunction with the provisions of this Loan Agreement and in the event of any conflict in the terms of the aforesaid Sanction Letter and this Loan Agreement, the terms of this Loan Agreement will prevail over the said Sanction Letter. Also, the Bank shall be entitled to alter/vary/modify the terms and conditions of this Agreement or the Sanction Letter at any time by notice in writing to the Borrower or notifying the same on its website, either on its own accord or as may be required by any Statutory Authority.

5.14 The Borrower understands, acknowledges and agrees that the Facility is an uncommitted facility and is recallable by the Bank at any time and may be cancelled and repudiated in part or in entirely by the Bank at any time without notice and without giving any reason. Sanction or part disbursal of the Facility should not be construed as giving rise to binding obligations on the part of the Bank to provide the Facility mentioned aforesaid. The Facility mentioned aforesaid will be available solely at the Bank's discretion and the Bank will not be liable for any action taken by the Borrower on the basis of the Sanction Letter.

5.15 The Borrower undertakes and declares that if there are any changes in the particulars and information given by the Borrower while availing the Loan facility, the Borrower shall within 30 days from the date of any such change in the particulars and information shall disclose the details of such changes to the Bank without withholding the same.

5.16 The Borrower agrees that the repayment Mandate issued by the Borrower under the Loan shall continue and remain in force till such time all Dues under the Loan Agreement and in respect of all other loan/facility obtained/to be obtained by the Borrower from the Bank/group companies are fully discharged and the Bank and/or its affiliates issue a certificate of discharge. The Borrower covenants that the Mandate issued by the Borrower shall remain valid for the period of any balance due to the Bank, or any other financial benefits obtained by the Borrower from any of the affiliates of the Bank.

5.17 The Borrower hereby provides the consent to the Bank to retrieve the Borrower's PAN details from National Securities Depository Limited (NSDL) and Income Tax Department (ITD) records as and when required by the Bank for the compliance purpose.

5.18 The Borrower hereby provides consent to the Bank to retrieve the Borrower's bank account details associated with the Mandate instruction issued by the Borrower for the Loan as and when required by the Bank for the compliance purpose.

5.19 The Borrower hereby provides the consent to the Bank to retrieve the Borrower's KYC details from CKYCR/UIDAI/Digi Locker as and when required by the Bank for the compliance.

5.20 The Borrower hereby provides the consent to the Bank to retrieve the Borrower's location details for performing VCIP (Video-based Customer Identification Process) activity as required by the Bank.

5.21 The Borrower hereby gives consent to the Bank to download the Borrower's KYC records from the Central KYC Registry (CKYCR), only for the purpose of verification of the Borrower's identity and address from the database of CKYCR Registry. The Borrower understands that the KYC records include the Borrower's personal information such as name, address, date of birth, Aadhaar number, PAN etc. Further, the Borrower hereby gives an explicit consent, in relation to such KYC data, to the Bank for the following purposes only:

a. Uploading and/or registering fresh KYC data of the Borrower on CKYC Registry.

b. Updating KYC data as and when the Borrower's demographic information changes.

c. Updating or modifying the Borrower's KYC data as and when unsolicited triggers or updates are received from CKYCR or any other authorized repository during the course of the Borrower's relationship with the Bank.

d. Sending communications (via email/SMS/phone calls/WhatsApp) related to the Borrower's KYC status, updates and compliance requirements.

5.22 The Borrower understands and agrees that:

a. The Borrower's personal data will be collected, processed, and used only for the purpose stated above.

b. The Borrower has the right to withdraw his/her consent at any time, subject to applicable laws.

c. The Bank will take appropriate measures to protect the Borrower's personal data in accordance with the applicable laws.

5.23 The Borrower confirms that the Borrower is not a Politically Exposed Person ("PEP") or a Relative of PEP or a Close Associate of PEP. PEPs are individuals who have been entrusted with prominent public functions, including heads of Governments, senior politicians, senior government etc. The family members/relatives are defined as those individuals who are related to the PEP either directly or through marriage or similar (civil) forms of partnership and close associates are individuals who are closely connected to the PEP, either socially or professionally. They are termed as *Relatives and Close Associates* (RCA).

5.24 The Borrower confirms that the Borrower has not been declared a Wilful Defaulter

6. **Event of Default**

Notwithstanding anything to the contrary in this Agreement or any other agreement/s or document/s or any instructions issued to the contrary by the Borrower, the Bank, may by a written notice to the Borrower, declare all sums outstanding under the Loan (including the Principal, Interest, Charges, expenses) to become due and payable forthwith and enforce the Security, if any, upon the occurrence, in the sole decision of the Bank, of any one or more of the following happened at any point in time before the full and final repayment of the Loan, then, without prejudice to its other rights or remedies:

I. The Borrower fails to pay to the Bank any amount when due and payable under this Agreement.

II. The Borrower defaults in performing any obligations mentioned under this Agreement or breach in the performance of any stipulation, covenants, conditions or agreements or breach of any representation or warranty of any of the Obligors under this Agreement and/ or Applicable Schedules and/ or the Offer Letter or any other agreement/s/ documents executed by any of the Obligors and the Bank in respect of this Loan and/ or for any other loan and the Borrower.

III. Any other event/material change which prejudicially alters the Bank's interest or may have material adverse effect including but not limited to nationalization/expropriation and/or compulsory acquisition of the Borrower and/or its assets by any governmental or regulatory authority.

IV. The death, lunacy or any other disability of the Borrower which impairs the Borrower's ability to pay any or all sums outstanding under this Loan Agreement.

V. Occurrence of a Material Adverse Effect in respect of or in relation to the Borrower.

VI. Occurrence of any circumstance or event which adversely affects the Borrower's ability/capacity to pay the Dues or any part thereof or perform any of the obligations mentioned under this Agreement.

VII. The Borrower has admitted in writing its inability to pay any of indebtedness under this Agreement as they mature or when due.

VIII. If the Borrower fails to furnish information/ documents as required by the Bank or fails to furnish Payment Mandates under the provisions of this Agreement.

IX. The Borrower opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever which adversely affects/impairs the ability of the Borrower to pay the Dues or any part thereof or perform any of the obligations mentioned under this Agreement.

X. Any of the information provided by the Borrower to avail the Loan or any of his/her Representations, Warranties herein or in the Loan application details is found to be or become incorrect or false or untrue or misleading.

XI. Any person other than the Bank commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commit act of insolvency.

XII. If the Loan amount is used for investment made in shares, debentures, advances or intercorporate loans or for any improper / illegal / unlawful /speculative/capital market related activities or for purchase of gold in any form including primary gold, gold bullion, gold jewellery, gold coins, units of Gold Exchange Traded Funds (ETF) and units of gold Mutual Funds, silver bullion dealers, Speculative investment in real estate; securities, debentures or the stock markets, securities, debentures or the stock markets, or any other speculative activity not mentioned above.

The decision of the Bank shall be final, conclusive and binding on the Borrower.

7. **Consequences of Default:**

In the event of any default as mentioned in Article 6 above, the Bank shall have the right: -(i)To recover the entire Dues, (ii)To suspend any further withdrawal to be affected in the Loan Account, (iii)Take any other action as it may deem fit for recovery of its Dues and enforcement of the Securities, if any. In the Event of Default, the Bank shall also be entitled to communicate in any manner it may deem fit, to or with any person or persons including guarantors and person giving reference to the Loan, with a view to procure assistance of such person or persons in recovering the defaulted amounts including but not limited to visiting the Borrower's property and/ or any place of work.

8. **Set Off**

Without prejudice to what is stated herein, the Borrower hereby expressly agrees and confirms that in the event of the Borrower failing to pay the amount outstanding under the Loan or any other loan/ facility, whether as borrower or guarantor or otherwise, in addition to any general or similar lien to which the Bank or any of its subsidiary/affiliates may be entitled by law, the Bank shall, without prejudice to any of its specific rights under any other agreements with the Borrower, at its sole discretion and without notice to the Borrower, be at liberty to apply any other money or amounts standing to the credit of the Borrower in any account (including fixed deposit account) of the Borrower (whether singly or jointly with another or others) with the Bank or any of its subsidiary/affiliates in or towards payment of the monies due from the Borrower or to any other account, of which the Borrower is the Beneficial Owner maintained with the Bank irrespective of the title or the currency of such account. The rights of the Bank under this Agreement are in addition to other rights and remedies including without limitation rights to set off which the Bank may have under applicable law or otherwise.

The Bank may at its absolute discretion appropriate any payments made by the Borrower under this Loan Agreement towards repayment of any other loan outstanding under any other loan agreement or transaction entered into by the Borrower with the Bank and/or towards any other indebtedness of the Borrower and such adjustment and/or appropriation shall be final and binding on the Borrower and the Borrower shall continue to remain liable to the Bank for payment of Dues under this Loan Agreement in respect of which such sums of money were so paid but were appropriated towards another outstanding dues under any other loan Agreement or transaction entered into by the Borrower with the Bank or towards another indebtedness of the Borrower. In addition, the Borrower hereby authorises the Bank to appropriate/adjust any balance amounts of the sale proceeds in possession of the Bank and post appropriation/adjustment of the sale proceeds consequent of proceeds has the power to upon sell/transfer or otherwise disposal of any and/or all security created in its favour of the Bank under the security documents or pursuant to this Agreement upon default/ breach of terms of this Agreement, or deposited with the Bank or under its possession or control and appropriate the same towards satisfaction/repayment of any other loan/ amounts due to the Bank on account of under any another agreement or transaction entered into by the Borrower with the Bank and/ or the indebtedness of the Borrower.

The Bank shall have right to apply and/or appropriate and/or set off any credit balance of the Borrower or any monies/assets (including but not limited to property, assets, securities, shares, stocks, and the like) belonging to the Borrower coming in the hands of the Bank towards repayment of Loan under this Agreement or any other agreement upon occurrence of the Event of Default. Exercise of any such right shall be binding on the Borrower.

9. **Classification of Account as Red Flag Account**

9.1 The Borrower is aware that a "Red Flagged Account" is one where suspicion of fraudulent activity is thrown up by the presence of one or more Early Warning Signals ("EWS") indicators (as defined in relevant RBI circulars from time to time), alerting/ triggering deeper investigation from potential fraud concern and initiating preventive measures by the banks.

9.2 The Borrower understands and agrees that, in case this Loan account is classified as red-flagged account, the Bank shall conduct an audit as per its policy, for further investigation in the Loan account.

9.3 The Borrower shall co-operate with the said audit and shall provide required information, documents, etc. to the Bank or any person appointed by Bank for conducting the audit for further investigation in the account as per its policy.

9.4 In case the Borrower does not co-operate for conducting such audit, the Bank shall conclude the account as fraud, without giving further notice.

10. **Assignment and Transfer**

The Borrower acknowledges and agrees that the Bank shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the Loan and outstanding amounts under the Loan or any other rights under this Agreement or any other document pursuant hereto to any person in a manner or under or under such terms and conditions as the Bank may decide in its sole discretion including reserving a right to the Bank to retain its power hereunder to proceed against the Borrower on behalf of the purchaser, assignee or transferee, any or all outstanding and dues of the Borrower, to any third party of the Bank's choice without reference to or without intimation to the Borrower. Any such action and any such state, assignment, securitisation or transfer shall bind the Borrower to accept such third party as creditor exclusively or' as a joint creditor with the Bank, or as creditor exclusively with the right to the Bank to continue to exercise all powers hereunder on behalf of such third party and to pay over such outstanding and Dues to such third party and or to the Bank as the Bank may direct. The third party shall have the authority of the Borrower to collect the Due amounts.

The Borrower further agrees that the Borrower shall not transfer or assign the rights under this Agreement without prior written consent of the Bank.

11.1 Disclosure/Sharing of Information

i. The Borrower agrees that the Bank may be required to disclose the Borrower's personal and financial information to the statutory authorities in connection with any legal process that may be initiated by such authorities in accordance with applicable laws.

ii. The Bank discourages the Borrower from sending or posting at the Bank's website any information that the Borrower considers to be confidential or proprietary. The Borrower understands and agrees that if the Borrower does send or post any such information or material at the Bank's website, the Bank will assume that it is not confidential. By sending or posting any information or material, the Borrower grants the Bank an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials or information, and the Borrower agrees that the Bank is free to use any ideas, concepts, know-how or techniques that the Borrower sends or post for any purpose at the Bank's website.

iii. The Borrower agrees that the Bank may also share the Borrower's information to provide the Borrower with superior services and a range of offers. The Bank may use this information to advise the Borrower about products, services and other marketing materials, which the Bank think may be of interest to the Borrower. The Bank further reserves the right to disclose the information to any third party if the disclosure of the same is for getting any additional service, products which may be beneficial to the Borrower, as per the sole assessment and discretion of the Bank.

iv. The Bank will limit the collection and use of Borrower's information only on a need-to-know basis to deliver better service to the Borrower. The Bank may use and share the information provided by the Borrower with its Affiliates and third parties for providing services and any service-related activities such as collecting subscription fees for such services and notifying or contacting the Borrower regarding any problem with, or the expiration of, such services. In this regard, it may be necessary to disclose the Borrower's information to one or more agents and contractors of the Bank and their sub-contractors, but such agents, contractors, and sub-contractors will be required to agree to use the information obtained from the Bank only for the said purposes. The Borrower authorises the Bank to exchange, share, part with all information related to the details and transaction history of the Borrower to its Affiliates/ banks/ Financial institutions/ Credit bureaus/ agencies/ participation in any telecommunication or electronic clearing network as may be required by law, customary practice, credit reporting, statistical analysis and credit scoring, verification or risk management or any of the aforesaid purposes and shall not hold the Bank liable for use or disclosure of this information. The Bank values relationship with the Borrower and will at all times strive to ensure the Borrower's privacy.

v. The Borrower agrees that if the Borrower commits any breach of any provision of this Agreement or any default or delay in the repayment of the Loan or any amount payable under this Agreement whatsoever which the Borrowers is liable to pay, the Bank shall have the unqualified right to disclose or publish the Borrower's name and particulars (including photographs and particulars of accounts), as a defaulter in such manner as the Bank may deem fit.

vi. The Borrower hereby agrees and confirms that the Partner and/or the Bank will have the right to disclose and share any personal information pertaining to the Borrower including, but not limited to the Loan, constitution and income with (i) any other bank(s)/financial institution(s) in the form and manner prescribed by the RBI; (ii) any agent, contractor, third party service provider or professional adviser (wherever situated) of the Bank, for its business purpose, web analytics, data processing, advertising, e-mail distribution, payment processing, order fulfilment, and other services. ; (iii) any person to (or through) whom the Bank assigns or transfers or novates (or may potentially assign or transfer or novate) all or any of its rights or obligations under this Agreement or any other Agreement; (iv) any person to whom the Bank is required to make disclosure under the requirements of any law, regulation, guidelines (whether SEBI, RBI etc.) or practice. (v) Credit Information Companies/ Credit Bureaus.

11.2. **The Borrower understands that:**

a. The Credit Information Companies (CIC) and any other agency so authorized may furnish for consideration, the processed information and data pertaining to the Borrower and the Loan prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this regard.

b. The Borrower is aware that the Bank does not accept any payment either in cash or kind along with or in connection with its products at the time of applying for Loan. The Charges pertaining to Processing Fees and those prescribed in the Loan Agreement/Sanction Letter/ Schedule of Charges/KFS are the only charges levied by the Bank. The Bank and any of its directors, employees and /or officers shall neither be liable for payment (if any) made in cash or kind nor shall also be held responsible for payment (if any) made by the Borrower to any third party not authorised by the Bank.

12. **Miscellaneous**

12.1. **Communication and Service of Notice**

The addresses of the Parties shall be as mentioned under the Annexure. The Borrower shall forthwith inform the Bank about change, if any, in the Borrower's address or contact details. All notices, requests, demands, waivers or other communications (including customer copy of Loan Agreement, Key Fact Statement, Sanction Letter etc.) under or in connection with this Agreement shall be issued in writing through mail, e-mail, instant messaging app, SMS or fax as mentioned under the Schedule. Any such notice or other communication will be deemed to have been duly given if: (a) delivered personally; (b) sent by registered mail with postage prepaid; (c) sent by next-day or overnight mail/courier or delivery; or (d) sent by email/instant messaging app/facsimile/SMS. The Borrower confirms that all risks shall be fully borne by the Borrower, and the Borrower assumes full responsibility for the same.

The Borrower understands and acknowledges that there are inherent risks involved in sending and receiving instructions/communications/documents via electronic mode viz., emails/ SMS/WhatsApp messaging services etc., and hereby agrees and confirms that all risks shall be fully borne by the Borrower, and the Borrower assumes full responsibility for the same. The Borrower will not hold the Bank liable for any losses or damages including legal fees arising owing to any miscommunication or technological error beyond the control of the Bank.

The Borrower shall be responsible to ensure and validate the authenticity, validity, or source of any communication/instructions/documents and shall be liable if any instructions/documents turn out to be unauthorized, erroneous, or fraudulent and nor will any such communication amount to spam, unsolicited communication or a violation of the Borrower's registration on the National Do Not Call registry ("**NDNC**"). The Borrower hereby overrides the Borrower's NDNC registration and give consent to the Bank or its authorized agents and third party service providers to use information/data provided by the Borrower to contact him through any channel of communication including but not limited to email, telephone, SMS, etc. and further authorizes the disclosure of the information contained herein to the Bank's affiliates or their authorized agents or third party Service Providers in order to provide information and updates to the Borrower on various financial and investment products and offerings.

The Borrower understands that the communication, documents through email, SMS, instant messaging app etc., are for the Borrower's own convenience. The Bank shall not be liable or responsible for any breach of secrecy owing to communication/documents being sent digitally. The Borrower shall verify the authenticity of the emails, instant messaging app etc., and shall not hold the Bank responsible for any communication/statements received from frauds/imposters. The Borrower shall not hold the Bank liable if any problem arises with the Borrower's computer/mobile network. The Borrower understands and agrees that the email statements, SMS, documents, communications will only be sent to the first holder of either registered email id/registered Cell No/registered WhatsApp number. The Borrower shall promptly inform the Bank in writing if there is any change in the Borrower's communication details. The Bank shall not be responsible in case if the Borrower does not receive the communications due to incorrect communication address provided by Borrower or due to technical reasons. The Borrower undertakes to take all necessary steps to ensure confidentiality and secrecy of the login name and/or password of the Loan documents/ internet access/ email account at all points of time.

12.2. **Severability**

Every provision contained in this Agreement shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

12.3. **Entire Agreement & Counterpart**

The Parties confirm that this Agreement and its Annexure and any other documentation pursuant to it represent one single agreement between the Parties. This Agreement may be executed in separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument only.

12.4. **Supremacy & Amendment**

This Agreement supersedes all discussions and agreements (whether oral or written, including all correspondence) prior to the date of this Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement may be modified or amended only by a writing duly executed by or on behalf of each of the Parties.

12.5. **FORCE MAJEURE**

The Borrower shall be liable to perform or fulfil its obligations at all point of time and shall not delay/postpone the Borrower's performance and obligations in whole or in part, even on the ground of any force majeure event such as acts of God, floods, cyclones, earthquakes, fires, wars, riots, strikes, orders of governmental or other statutory authorities.

12.6. **Grievance Redressal, Governing Law and Dispute Resolution**

I. In event of any grievances, the Borrower may approach the Nodal Officer of the Bank, contact details of the Bank's Nodal Officer have been provided in the Key Fact Statement (KFS) here.

II. The Parties agree that this Agreement shall be governed by the laws of India.

III. The Borrower hereby expressly agrees that all disputes arising out of and/or relating to this Agreement including any Loan transaction document which is:

a. below the pecuniary jurisdiction limit of the Debt Recovery Tribunals established under Recovery of Debts and Bankruptcy Act, 1993 (51 of 1993), then such dispute shall be resolved through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, through Institutional Arbitration preferably by way of an online dispute resolution("ODR") platform. The party invoking arbitration ("Claimant") shall address a notice to the other party ("Respondent") suggesting a name of any of the recognized ODR platforms.

b. The arbitration shall be in the nature of an e-arbitration with proceeding to be conducted digitally in a virtual mode. Proceedings can also be conducted physically at the request of any of the parties to the proceeding.

c. The language of the arbitral proceedings, including all pleadings, oral submissions, procedural orders, and the arbitral award, shall be in English. Notwithstanding the foregoing, the Arbitral Tribunal may, upon a reasoned request by any party and subject to its discretion, permit the use of interpretation or translation services in a regional or vernacular language, the costs of which shall be borne by the requesting party.

d. In the event, the Arbitrator to whom the matter is originally referred, resigns or dies or unable to act for any reason, the Arbitral Institution shall appoint another person in his/her place to act as an Arbitrator who shall proceed with reference from the stage at which it was left by his / her predecessor. The venue of arbitration shall be at Kolkata /Delhi / Mumbai / Chennai. The award passed by the arbitrator shall be final, conclusive and binding on the Parties and shall be enforceable in accordance with applicable Laws.

e. above the pecuniary jurisdiction of the Debt Recovery Tribunal in accordance with the Recovery of Debts and Bankruptcy Act, 1993 (51 of 1993), Original Application for recovery of the same with incidental relief(s) shall be filed before the appropriate Debt Recovery Tribunals.

f. Without prejudice to the Banks rights and remedies under the contract and in law, nothing contained herein shall limit the rights of the Bank to initiate any other legal proceedings in any other court or tribunal of competent jurisdiction or other appropriate forum within India, nor shall the taking of legal proceedings in one or more jurisdiction preclude the Bank from resorting to proceedings in any other jurisdiction or in law within India, concurrently or otherwise.

12.7 Appointment of Third Parties by The Bank

a) The Borrower hereby agrees, aware and accepts that for the better and more effectual doing and performing of actions related to the Facility, the Bank has appointed Partner as its "Facility Agent"/ "Lending Service Provider"/" Service Provider" to do, execute and perform all or such acts or things as the Bank may assign, authorise or delegate to it from time to time.

b) The Borrower accepts that the Bank shall without prejudice to its right to perform the activities itself or through its officers or employees or other authorised agents, be entitled, and have full power and authority, to appoint one or and delegate to such third party all or any of its functions, rights and powers under this Agreement relating to the administration of the Loan including the right to collect and receive on behalf of the Bank all the Dues under this Agreement and give valid and effectual receipts and discharge to the Borrower and to perform and execute all lawful acts, deeds, matters and things connected herewith or incidental hereto. For the purpose aforesaid or any other purpose which the Bank at its the sole discretion may deem fit, the Bank shall be entitled to disclose to such third parties all necessary and relevant information pertaining to the Borrower.

12.8 **Business Correspondent**

In case the said Loan is sourced through business correspondent, Bank shall be responsible to address the grievances of the Borrower in relation to acts of commissions and omissions of the said Business Correspondent/Facilitator.

12.9 **EXCLUSION OF LIABILITY**

a) In no event shall the Bank be liable to the Borrower for any special, incidental, indirect, punitive or consequential damages whatsoever (including, without limitation, damages of loss of goods or services, or any other pecuniary loss) arising out of the use of, or inability to use of, or access to, or the technical issues on, the Partner's Platform to avail the Facility, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of the Borrower's use of or access to the Insurance policy/Partner's platform. This exclusion will also include the technical glitches pertaining to the platforms of the Partner/Third parties.

b) The Borrower acknowledges that in no event shall the Bank be liable to the Borrower for any special, incidental, indirect, punitive or consequential damages whatsoever (including, without limitation, damages of loss of goods or services, or any other pecuniary loss) arising out of availing any third party product (including but not limited to the Insurance product chosen by the Borrower along with the Loan), use of said third party product, or inability to use said product or inability to avail the policy/product/defective product, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of the Borrower's use of or access to the such third party product/policy.

c) Further, the Bank shall have no liability to the Borrower in respect of any loss or damage arising directly or indirectly out of:

- acts done by the Bank on the instruction of any person impersonating himself/herself as the Borrower.
- the exercise by the Bank of its right to terminate the Facility.
- any injury to the credit character and reputation of the Borrower alleged to have been caused by the termination of the Facility.
- any defect in product and service provided by the Insurance provider.

d) Notwithstanding anything to the contrary contained herein or under any other Loan transaction documents, the provisions of this clause ("*Exclusion of Liability*") shall survive the termination of this Agreement.

13. "**Dues**" shall mean the Principal/Interest/Charges levied on the Loan account which are payable within the period stipulated as per the terms of sanction of the Facility.

14. "**Overdue**" shall mean the Principal/Interest/Charges levied on the Loan account which are payable but have not been paid within the period stipulated as per the terms of sanction of the Facility. In other words, any amount due to the Bank under any credit facility is 'Overdue' if it is not paid by the due date prescribed by the Bank.

15. **WAIVER**: No delay in exercising or omission to exercise any right, power or remedy accruing to the Bank upon any default or otherwise under this Agreement or any other agreement shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Bank in respect of any other default. The rights of the Bank under this T&C Agreement and any other agreement may be exercised as often as necessary, are cumulative and not exclusive of their rights under the general law and may be waived only in writing and specifically at the Bank's sole discretion.

16. **Red Flagged Account** is one where suspicion of fraudulent activity is thrown up by the presence of one or more Early Warning Signals (EWS) indicators (as defined in relevant RBI circulars from time to time), alerting/ triggering deeper investigation from potential fraud angle and initiating preventive measures by the banks.

17. **Non-Performing Asset (NPA)** - is a loan or an advance where Interest and/or instalment of Principal remains Overdue for a period of more than 90 days in respect of a term loan.

18. "**First In First Out" (FIFO**) - The relevance of 'First in First Out' (FIFO) is in appropriation of payments into the Borrower's Loan account; The Principle of FIFO i.e., 'First In First Out" accounting method is relevant to arrive at the Number of days of Overdue for determining the SMA/NPA status of the Loan account. The FIFO principle assumes that the oldest outstanding Dues in the loan account needs to be cleared first. The FIFO method thus requires that what is due first must be paid by the Borrower first. **For example: -**

I. **For an EMI loan**, if in any loan account as on 01.02.2021, there are no Overdues and an amount of Rs. X is due for payment towards Principal instalment/Interest/Charges, any payment being credited on or after 01.02.2021 in the loan account, will be firstly used to pay off the Dues outstanding on 01.02.2021. Assuming that nothing is paid/or there is a partial payment (Rs. Y) of Dues during the month of February,2021, the Overdue as on 01.03.2021 will be (Rs. X-Rs. Y). Additionally, an amount of Rs. Z becomes due as on 01.03.2021. Now any payment/partial payment into the loan account on or after 01.03.2021 will be first utilized to payoff the partial due of 01.02,2021(Rs. X- Rs. Y). If there is more recovery than the (Rs. X- Rs. Y), then after recovering Dues of 01.02.201, the remaining amount will be treated as recovery towards Dues of 01.03.2021.

II. **For an EDI loan,** if in any loan account as on 01.02.2021, there are no Overdues and an amount of Rs. X is due for payment towards Principal instalment/Interest/Charges, any payment being credited on or after 01.02.2021 in the loan account, will be firstly used to pay-off the Dues outstanding on 01.02.2021. Assuming that nothing is paid/or there is a partial payment (Rs. Y), the Overdue as on 02.02.2021 will be (Rs. X- Rs. Y). Additionally, an amount of Rs. Z becomes due as on 02.02.2021. Now any payment/partial payment into the loan account on or after 02.02.2021 will be first utilized to pay-off the partial Due of 01.02,2021 (Rs. X- Rs. Y). If there is more recovery than the (Rs. X- Rs. Y), then after recovering Dues of 01.02.201, the remaining amount will be treated as recovery towards Dues of 02.02.2021.

19. **Age of Oldest Dues** – The age of oldest dues is reckoned in days from the date on which the oldest payment is due and continues to remain unpaid. In the following illustration, if the Dues relating to 1st February 2021 remain unpaid till 1st March, the age of such Dues is reckoned as 29 days on 02nd March 2021.

20. **Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA)-** Lending institutions will recognize the incipient stress in loan accounts, immediately on Default, by classifying them as Special Mention Accounts (SMA) The basis of classification of SMA /NPA Category shall be as follows:

Loans other than revolving facilities		**Loans in the nature of revolving facilities like Cash credit/Overdraft**	
SMA Sub-categories	Basis for classification – Principal or Interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA-0	Up to 30 days	SMA-0	Up to 30 days
SMA-1	More than 30 days and up to 60 days	SMA-1	More than 30 days and up to 60 days
SMA-2	More than 60 days and up to 90 days	SMA-2	More than 60 days and up to 90 days

Illustrative movement of an account to SMA category to NPA category based on delay in payment of Dues and subsequent upgradation to Standard category at day-end process:

For an EMI (Equated Monthly Instalment) loan with Monthly Dues:

Due date of EMI payment	Payment date	Payment covers	Age of oldest Dues (in days)	SMA/ NPA Categorization	SMA since Date /SMA class date	Categorization	NPA Date
01.01.2022	01.01.2022	Fully paid dues up to 01.01.2022		NIL			
01.02.2022	01.02.2022	Partly paid dues of 01.02.2022	1	SMA-O	01.02.2022		
01.02.2022	02.02.2022	Partly paid dues of 01.02.2022	2	SMA-O	01.02.2022		NA
01.03.2022		Dues of 01.02.2022 not fully paid. Dues of 01.03.2022 not paid at EOD of 01.03.2022;	29	SMA-O	01.02.2022		
		Dues of 01.02.2022 fully paid. Due of 01.03.2022 not paid at EOD of 01.03.2022;	1	SMA-O	01.03.2022		
		No payment of full dues of 01.02.2022 and of 01.03.2022 at EOD of 03.03.2022	31	SMA-1	01.02.2022 01.03.2022		
		Dues of 01.02.2022 fully paid. Dues of 01.03.2022 not fully paid at EOD 01.03.2022	1	SMA-O	01.03.2022		
01.04.2022		No payment of dues of 01.02.2022,01.03.2022 and amount due at EOD of 01.04.2022	60	SMA-1	01.02.2022, 03.03.2022		
		No payment of Dues of 01.02.2022 till 01.04.2022 at EOD of 02.04.2022	61	SMA-2	01.02.2022/ 02.04.2022		

01.05.2022		No payment of dues of 01.02.2022 till 01.05.2022 at EOD of 01.05.2022	90	SMA-2	01.02.2022/ 02.04.2022		
		No payment of dues of 01.02.2022 till 01.05.2022 at EOD of 02.05.2022	91	NPA		NPA	02.05.2022
01.06.2022	01.06.2022	Fully paid dues of 01.02.2022 at EOD of 01.06.2022	93	NPA	NA	NPA	02.05.2022
01.07.2022	01.07.2022	Fully paid dues of 01.03.2022 and 01.04.2022 at EOD of 01.07.2022	62	NPA	NA	NPA	02.05.2022
01.08.2022	01.08.2022	Fully paid dues of 01.05.2022 and 01.06.2022 at EOD of 01.08.2022	32			NPA	02.05.2022
01.09.2022	01.09.2022	Fully paid dues of 01.07.2022 and 01.08.2022 at EOD of 01.09.2022	1				02.05.2022
01.10.2022	01.10.2022	Fully paid dues of 01.09.2022 and 01.10.2022	0	Standard Account with No Overdues			STD from 01.10.2022

For an EDI (Equated Daily Instalment) loan with Daily Dues: -

Due date of EDI payment	Payment date	Payment covers	Age of oldest Dues (in days)	SMA/ NPA Categorization	SMA since Date /SMA class date	Categorization	NPA Date
01.01.2022	01.01.2022	Fully paid dues up to 01.01.2022		NIL			
02.01.2022	02.01.2022	Partly paid dues of 02.01.2022	1	SMA-O	02.01.2022		
02.01.2022	03.01.2022	Partly paid dues of 02.01.2022	2	SMA-O	02.01.2022		NA
30.01.2022		Dues not fully paid from 02.01.2022 till 30.01.2022 and Amount due at EOD of 30.01.2022	29	SMA-O	02.01.2022		
		Dues fully paid from 02.01.2022 till 29.01.2022; Dues of 30.01.2022 not fully paid at EOD of 30.01.2022	1	SMA-O	30.01.2022		
		Dues not fully paid from 02.01.2022 till 01.02.202 at EOD of 01.02.2022	31	SMA-1	02.01.2022/ 01.02.2022		
		Full payment of dues from 02.01.2022 till 29.01.2022; Dues of 30.01.2022 not fully paid at EOD of 30.01.2022;	1	SMA-O	30.01.2022		
02.03.2022		Dues not fully paid from 02.01.2022 till 02.03.2022 and amount due at EOD of 02.03.2022	60	SMA-1	02.01.2022		
		Dues not fully paid from 02.01.2022 till 02.03.2022 and amount due at EOD of 03.03.2022	61	SMA-2	02.01.2022 03.03.2022		
01.04.2022		No full payment of dues from 02.01.2022 till 01.04.202 at EOD of 01.04.2022	90	SMA-2	02.01.2022		
		No full payment of dues from 02.01.2022 till 01.04.202 at EOD of 02.04.2022	91	NPA		NPA	02.04.2022
01.05.2022	01.05.2022	Full payment of dues from 02.01.2022 till 28.01.2022; dues not fully paid from 29.01.2022 till 01.05.2022 at EOD of 01.05.2022	93	NPA	NA	NPA	02.04.2022
02.05.2022	02.05.2022	Fully payment of dues from 29.01.2022 till 01.03.2022 at EOD of 02.05.2022	62	NPA	NA	NPA	02.04.2022
03.05.2022	03.05.2022	Fully paid Dues from 02.03.2022 till 01.04.2022 at EOD of 03.05.2022	32			NPA	02.04.2022
04.05.2022	04.05.2022	Fully paid Dues from 02.04.2022 till 03.05.202 at EOD of 04.05.2022	1				02.04.2022

05.05.2022	05.05.2022	Fully paid Dues of 04.05.2022 and 05.05.2022	0	Standard Account with No Overdues			STD from 05.05.2022

Note- the aforementioned examples are illustrative and not exhaustive in nature covering common scenarios and the IRACP norms and clarifications provided by RBI on the subject will prevail.

21. The Borrower agrees, declares and confirms that, notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other Law, or any terms and conditions to the contrary contained herein, the Bank may, at its absolute discretion, appropriate any payments made by the Borrower under this Terms and Conditions or otherwise, towards the Dues payable by the Borrower to the Bank under this Terms and Conditions Agreement and/or other agreements entered into between the Borrower and the Bank and in any manner whatsoever.

22. **Amortization Schedule/ Repayment Schedule** : The Amortization Schedule shall be provided separately to the Borrower after the disbursement of the Loan and shall consist details pertaining to exact Due dates for repayment of the Loan, breakup between Principal and Interest, in case of loan facilities with moratorium on payment of Principal and or Interest, the exact date of commencement of repayment etc., shall also be specified in the said Repayment Schedule/Amortization Schedule.

23. The Borrower hereby authorises the Bank to appoint recovery agents and thereby consents and agrees that the Bank shall be entitled to disclose to such recovery agents/third parties all necessary and relevant information pertaining to the Borrower and the Loan and the Borrower hereby consents to such disclosure by the Bank. Notwithstanding anything contained in this Agreement, the Borrower expressly accepts and authorizes the Bank (and/ or any such recovery agents/third party as the Bank may appoint from time to time) to contact the Borrower and disclose all necessary and relevant information pertaining to the Borrower.

24. The para banking services provided by the Bank to the Borrower for financial products shall be strictly on a non-risk participation basis.

25. The Borrower shall be liable to pay the Interest on outstanding Loan balance for the duration it remains outstanding. Further, such Interest calculation shall commence from the actual date of disbursement of the said Loan. In the event of disbursement through cheque, Interest shall be calculated from the date of handover of the said cheque.

26. The Bank may receive the commission/fees for solicitation of Insurance products (if any) and the same will be available at the Bank’s website https://www.idfcfirst.bank.in/personal-banking/investments-and-insurance~~https://www.idfcfirstbank.com/personal-banking/investments-and-insurance~~ under “*Insurance*” tab.

27. Notwithstanding anything to the contrary contained in this Agreement, the Borrower is aware that Insurance is non-mandatory and offered only to the customer who voluntarily chooses to opt for the same and in case if the Loan is cancelled, the Insurance policy will also get cancelled automatically by the Insurance company and the Certificate of Insurance (if received/issued) will remain cancelled/ revoked by the Insurance company.

28. The Bank has the absolute discretion to amend or supplement any of the Loan terms and conditions at any time and will endeavour to give a prior notice of 15 days to the Borrower by email/ postal letters/SMS or put up at the Bank’s website, as the case may be for such changes wherever feasible and such amended terms and conditions will thereupon apply to and be binding on the Borrower. Further, Loan terms shall also be subject to changes based on the guidelines/ directives issued by RBI to banks from time to time.

29. **Mode of Execution**

a) The Borrower is aware that this Agreement document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical signatures.

b) Electronic communications shall be deemed to have been received by the Borrower when the Bank sends the electronic communication to the Borrower’s email address/mobile number/ contact details provided by the Borrower or any other third party to the Bank.

c) The Borrower hereby expressly acknowledges and confirms that the Borrower has read, verified, understood, irrevocably agreed to and accepted and delivered all the terms and conditions contained herein electronically by ticking/ clicking/ checking "I Agree" or "I Agree and Accept" or any similar icon/tab/option on the online system/Website/portal/platform of the Bank/Partner/ its agent/ service provider/ or by entering the one time password ("OTP") provided to the Borrower's mobile number registered with the Bank or linked with Unique Identification Authority of India (UIDAI/Aadhaar Authority) or also by biometric verification through UIDAI, and that there is no requirement of the Borrower's physical signature on the Loan Documents or of the Borrower signing this Agreement in physical form. The Borrower also acknowledges that the execution of this Agreement would be complete only once the same is accepted by the Bank. The Bank shall be deemed to have accepted and signed this Agreement electronically by way of sending an email/ SMS/ letter to the Borrower and attaching therewith a copy of this Agreement. For the purpose of stamp duty, any writing on a stamp paper or franked page associating the stamp paper or such franked page with this Agreement will be as good as making the stamp paper/franked page an integral part of this Agreement.

d) The Parties agree that either Party may use a computer-based system to issue certain confirmations and that each such confirmation executed by a Party by means of an electronically-produced signature, shall have the same legal effect as if, such signature had been manually written on such confirmation and that such confirmation shall be deemed to have been signed by the executing Party for the purposes of any statute or rule of law that requires such confirmation to be signed. The Parties acknowledge that, in any legal proceedings between them in any way relating to this Agreement, each Party expressly waives any right to raise any defence or waiver of liability based upon the execution of a confirmation by a Party by means of an electronically- produced signature.

Borrower’s Declaration:

I, the Borrower, acknowledge that I have read and fully understood this Agreement (including the Key Fact Statement) and hereby agree, accept and undertake to abide by the same.