

BUSINESS INSTALMENT LOAN AGREEMENT



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CUSTOMER NAME : _____

LOAN AGREEMENT NO. : _____

BUSINESS INSTALMENT LOAN AGREEMENT

This Loan Agreement made on the day, month and year set out in the Annexure I hereto between the person(s) named in the Annexure-I to this Agreement of First Part;

AND

IDFC FIRST 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, 7th Floor, No: 1, Harrington Road, Chetpet, Chennai - 600031 and among others, a branch office at the place specified in Annexure-I 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, the Borrower has/have approached the Bank for grant/sanction of loan for the amount and the purpose as stated in the Annexure-I hereto which the Bank, vide Sanction Letter has agreed to grant/extend to the Borrower. The Parties hereto are desirous of recording the terms and conditions in relation to the proposed Loan to be made by the Bank to the Borrower and certain other matters related thereto in the manner hereinafter contained.

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

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following terms wherever used including the recitals, shall have the following meanings:

- a. **"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 aforesaid illustration, if the Dues relating to 1st February 2021 remain unpaid till 01.03.2021, the age of the oldest dues is reckoned as 29 days on 02.03.2021.
- b. **"Agreement"** means this agreement together with its annexure(s) entered into between the Borrower and the Bank. "Annexure" means the annexures (s) to this agreement as amended/modified from time to time which shall form an integral part thereof.
- c. **"Application"** means the application made by the Borrower to the Bank for Loan including all particulars, papers, documents and all other information submitted by the Borrower to the Bank for the purpose of the Loan.
- d. **"Applicable Rate of Interest"** means the Interest Rate, or the Revised Applicable Interest rate as the case may be, applicable to the Loan..
- e. **"Amortization Schedule/Repayment Schedule"** The Amortization Schedule shall be provided separately after the disbursement of loan and shall consist details pertaining to exact due dates for repayment of 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 amortization schedule.
- f. **"Annexure"** means the annexure(s) to this Agreement as amended/modified from time to time, which shall form an integral part thereof.
- g. **"Borrower"** means one or more individual(s) sole proprietorship firm, a partnership firm, , a limited liability partnership or a company whose name(s) and address(es) is/ are stated in Annexure I to this Agreement and Borrower, unless repugnant to the subject or context thereof shall be deemed to include legal heirs, representatives, administrators, successors and permitted assigns of the Borrower.
- h. **"Branch"** means the branch of the Bank at the place mentioned in the Annexure-I where the Loan is sanctioned/dispensed and shall include any other branch where the Loan account is maintained or transferred to at any time or from time to time at the sole discretion of the Bank.
- i. **"Business Day"** shall mean a day on which the Branch is open for general business as well as for the purposes of payment, settlement and clearing. In case, any date for payment of any dues under this Agreement falls on a day that is not a Business Day, such payments shall be made on the preceding Business Day.
- j. **"Broken Period Interest (BPI)"** means interest, at the rate indicated in the Annexure-I, on the Loan from the date/ dates of disbursement of the Loan to the date immediately prior to the date of commencement of EMI.
- k. **"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 given in Table 1.
- l. **"Co-Borrower"** means one or more individual(s), sole proprietorship firm, a partnership firm, a limited liability partnership or a company whose name(s) and address(es) is/are stated in Schedule to this Agreement and Co-Borrower, unless repugnant to the subject or context thereof shall be deemed to include legal heirs, representatives, administrators, successors and permitted assigns of the Borrower:

- m. **"Dues"** shall mean the principal/interest/any charges levied on the loan account which are payable within the period stipulated as per the terms of sanction of the credit facility.
- n. **"Equated Monthly Instalment (EMI)"** means the amount of monthly payment consisting of principal and interest necessary to amortise the Loan.
- o. **"First In First Out" (FIFO)"** The relevance of 'First in First Out'(FIFO) is in appropriation of payments into the borrowal account; The Principle of FIFO i.e., 'First In First Out accounting method is relevant to arrive at the No of days of overdue for determining the SMA/NPA status. 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:- 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 used to payoff the dues outstanding on 01.02.2021. Assuming that nothing is paid/or there is partial payment (Rs Y) of dues during the month of February, the overdue as on 01.03.2021 will be Rs. X-Y.
Additionally, an amount of Rs Z becomes due as on 01.03.2021. Now any payment partial payment into the 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 that the Rs. X- Rs.Y then after recovering dues of 01.02.2021, the remaining amount will be treated as recovery towards due of 01.03.2021.
- p. **"Interest Rate"** means the rate of interest applicable on the Loan as mentioned in the Annexure-I. "Loan" means the amount of financial assistance as mentioned in the Annexure-I.
- q. **"Loan Account"** means account opened by the Bank in the name of the Borrower pursuant to the sanction of the Loan.
- r. **"Material Adverse Effect"** shall mean the consequence of any event or circumstance which in the sole opinion of the Bank is or is likely to be: (i) adverse to the ability of the Borrower or its affiliates to perform or comply with its obligations under this Agreement and/or the other transaction documents; or (ii) prejudicial to the businesses, operations or financial condition, properties, Assets or prospects of the Borrower or its affiliates.
"Material Terms and Conditions" with respect to the loan, means the provisions relating to:-(i) the payment/repayment obligation (including principal, interest, fees, charges) of the Borrower under the loan; (ii) creation/perfection/furnishing of securities in terms of transaction documents; (iii) any credit support (including, without limitation, any guarantee or indemnity) provided / agreed to be provided in relation to the loan (iv) compliance with financial covenants, security related covenants and information covenants; and (v) end use of the loan.
- s. **"Non-Performing Asset (NPA)"** is a loan or an advance where
 - i. interest and /or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan.
 - ii. the account remains 'out of order' as indicated below in respect of an Overdraft/Cash credit (OD/CC).
 - iii. the bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted.
 - iv. the instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops
 - v. the installment of principal or interest thereon remains overdue for one crop season for long duration crops.
- t. **"Overdue"** shall mean the principal/interest/any 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 credit facility. In other words, any amount due to the bank under any credit facility is 'overdue' if it is not paid on the due date fixed by the bank.
- u. **"Out of Order"** An account shall be treated as "out of order" if
 - i. the outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit /drawing power for 90 days or
 - ii. the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 power but credits are not enough to cover the interest debited during the previous 90 days period.
- v. **"Penal Charges"** means an additional charge payable by the Borrower(s) to the Bank in case of breach of any Material Terms and Conditions as per loan contract.
- w. **"Prepayment"** means premature repayment in part or full as per the terms and conditions laid down by the Bank in that behalf and in force at the time of prepayment.
- x. **"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.
- y. **"Sanction Letter"** means the letter, if any, issued by the Bank and accepted by the Borrower sanctioning the Loan with the relevant particulars as mentioned in the letter including any such letter issued subsequently with any modification,

(Borrower)

(Co-borrower)

(Co-borrower)

which shall form an integral part this Agreement. 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 Loan Agreement will prevail over the

said Sanction Letter, also the Bank/IDFC First 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.

Table 1:

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		Upto 30 days	
SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days

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

Due date of payment	Payment Date	Payment covers	Age of oldest dues in days	SMA / NPA Categorisation	SMA since Date /SMA class date	Categorisation	NPA Date
01.01.2022	01.01.2022	Entire dues upto 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 01.03.2022 is also due at EOD 01 .03.2022	29	SMA-O	01 .02.2022		
		Dues of 01.02.2022 fully paid , Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA-O	01.03.2022		
		No payment of full dues of 01.02.2022 and 01.03.2022 at EOD 03.03.2022	31	SMA- 1	01 .02.2022 03.03.2022		
		Dues of 01.02.2022 fully paid , Due for 01.03.2022 not fully paid at EOD 1.03.2022	1	SMA-O	01.03.2022		
01.04.2022		No payment of dues of 01.02.2022 ,01.03.2022 and a m o u n t due on 01.4.2022 at EOD 01.04.2022	60	SMA 1	01.02.2022 03.03.2022		

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(Co-borrower)

		No payment of dues of 01.02.2022 till 01.04.2022 at EOD 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 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 02.05.2022	91	NPA		NPA	02.05.2022
01.06.2022	01.06.2022	Fully Paid dues of 01.02.2022 at EOD 01.06.2022	93	NPA	NA		02.05.2022
01.07.2022	01.07.2022	Paid entire dues of 01.03.2022 & 01.04.2022 at EOD 01.07.2022	62	NPA	NA	NPA	02.05.2022
01.08.2022	01.08.2022	Paid entire dues of 01.05.2022 & 01.06.2022 at EOD 01.08.2022	32			NPA	02.05.2022
01.09.2022	01.09.2022	Paid entire dues of 01.07.2022 & 01.08.2022 at EOD 01.09.2022	1				02.05.2022
01.10.2022	01.10.2022	Paid entire dues of 01.09.2022 & 01.10.2022	0	Standard Account with No Overdues			STD from 01.10.2022

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

1.2 Unless a contrary indication appears, any reference in this Agreement to:

- All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the Schedule/relevant Annexure(s);
- 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;
- 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);
- The singular includes the plural (and vice versa);
- Reference to the masculine gender includes references to the feminine gender and the neuter gender and vice versa.
- Unless the context require or otherwise specifically mentioned, reference to the Borrower shall include Co-Borrower as well;
- In the event of any disagreement or dispute between the Bank and the Borrower regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Bank as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Borrower.

2. LOAN AMOUNT

The Borrower agrees to borrow from the Bank and the Bank agrees to grant to the Borrower, the Loan upon the terms and conditions mentioned in this Agreement.

3. DISBURSEMENT

The Bank shall, subject to the provisions of this Agreement and unless agreed between the Borrower and the Bank otherwise, disburse the Loan by issuing a Banker's Payment Order or a Demand Draft crossed as "A/c Payee only" or National Electronic Fund Transfer (NEFT) or Real Time Gross Settlement Systems (RTGS):

- Disbursement shall be deemed to have been made to the Borrower on the date and on which the Borrower requires the pay order or demand draft of such disbursement to be drawn.; or direct transfer through NEFT or RTGS;
- or
- Disbursement of the Loan may be made directly to the Borrower or in favour of any other person specified by the Borrower or in any other manner as the Bank may deem fit at its sole discretion.
 - In the name of the previous financier towards the repayment of the previous loan to be taken over by utilising the loan
 - In the name of the Borrower/Co-Borrower, at the discretion of the Bank.
- The disbursement shall be as per the disbursement request given by the Borrower from time to time. The Borrower hereby unconditionally and irrevocably authorizes the Bank to disburse the Loan as per the disbursement request, unless the Borrower makes a specific request to the

Bank to stop disbursement by writing a letter informing the Bank of its intention to do so. The Bank shall not be obliged to disburse the loan unless and until, the Borrower shall have complied with the disbursement conditions stipulated in the Sanction Letter and/or such other conditions as may be stipulated by the Bank from time to time.

The disbursement made as above shall be deemed to be a disbursement to the Borrower. A tentative disbursement schedule as requested by the Borrower at the time of execution of this Agreement is as contained in the Annexure II and Borrower shall be required to make disbursement request to the Bank as per the Annexure II.

The Bank may not disburse at any time, any amount under the Loan unless the following conditions are complied with in the sole discretion of the Bank:

- This Agreement is duly executed and delivered to the Bank by the Borrower
- The Borrower's submission to the satisfaction of the Bank of a certificate of employment from his employer and his financial statements.
- The Borrower's submission to the Bank, post-dated cheques, standing instructions, electronic clearing statements towards repayment instalments; and
- The Borrower's submission of insurance policies, duly assigned in favour of the Bank, as may be required by the Bank
- Any other document or writing as the Bank may require in its sole discretion.
- No Material Adverse Effect has occurred

Provided that the Bank may not, having disbursed any amount, disburse any further amount under the Loan unless the following conditions are complied with in the sole discretion of the Bank before such further disbursement:

- No event of default shall have occurred;
- No Material Adverse Effect has occurred
- The Borrower shall have produced evidence of the use of prior disbursements;
- The Borrower shall have assigned in favour of the Bank, the insurance policy (ies) as required by the Bank;
- The Borrower shall have produced all or any other documents or writings as required by the Bank in its sole discretion,
- which shall be binding on the Borrower.

Notwithstanding, anything to the contrary contained herein, the Borrower does hereby confirm that the disbursement shall be deemed to have been made on the date on which the Bank debits the Loan Account simultaneously with the disbursement of the Loan by issuing disbursement payment order/demand draft or otherwise without the Bank concerning itself with the receipt of such disbursement by the beneficiary/recipient and also with the realisation of such payment order/demand draft or the time taken in such realisation.

4. INTEREST, FEES/CHARGES/COSTS ETC.

Interest

- The Borrower shall pay to the Bank, interest on the principal amount of the Loan outstanding from time to time at a rate equal to the Applicable Rate of Interest as mentioned in the Annexure-I

(Borrower)

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(Co-borrower)

- b. Notwithstanding anything to the contrary contained in this Agreement, the interest payable by the Borrower shall be subject to the changes in applicable rate of interest made by the Reserve Bank from time to time.
- c. Interest on the Loan shall begin to accrue from the date of debit to the Loan Account simultaneously with the Bank's disbursement of the Loan by issuing disbursement payment order/demand draft or otherwise without the Bank concerning itself with the receipt of such disbursement by the beneficiary/recipient and also with the realisation of such payment order/demand draft or the time taken in such realisation.
- d. Interest on the Loan shall be computed and debited to the Loan Account as following:
 - i.) On the day of each calendar month / quarter / half year / year as stated in the Annexure-I;
 - ii.) Taking the basis of 365 days a year;
 - iii.) preceding period of one month/quarter/half year/year as stated in the Annexure-I.
 - iv.) Interest from the date of debit to the Loan Account till the
 - v.) Interest will be charged only for the period for which the loan is outstanding and from the date of actual disbursement of the loan amount to the customers. Moreover if the loan is disbursed through cheque, then interest will be charged from the date of handover of cheque.
- e. 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 cheque.

Fees/Charges/Costs

- a. The Borrower has paid/agreed to pay on or before the disbursement of the Loan to the Bank the processing charges, service charges, (including Goods Service Tax, if any), disbursement charges, collection charges (if payments are made to a third party beneficiary), registration charges, other charges/fees/costs etc. as mentioned in the Annexure-I. Such processing fees, service charge and /or other charges/fees/ costs shall be non-refundable and would be payable to the Bank whether or not the Loan has been drawn down.
- b. The Borrower further 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 to/or 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, the Property and/or the Security or any other charges or benefits under this Agreement including interest 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 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.

5. REPAYMENT

The Loan (including the principal, interest thereon and any other charges, premium, fees, taxes levies or other dues payable by the Borrower to the Bank in terms of this Agreement) shall be repayable by the Borrower to the Bank

- i.) at the Branch (or at any other branch of the Bank or at any other place as may be notified by the Bank) by way of post- dated cheque and/or standing instruction and/or electronic clearing system or in any other manner as the Bank may specify from time to time in writing.
- ii.) ii. by way of EMI as mentioned in the Annexure-I towards repayment of principal and interest; and
- iii.) by way of amount calculated as per BPI and as mentioned in the Annexure-I, in case where the Loan is proposed to be paid before the commencement of EMI or towards repayment of interest before the commencement of the EMI.

No notice, reminder or intimation will be given to the Borrower regarding the Borrower's obligation to service the Loan/ other dues under this Agreement on each due date. It shall entirely be the Borrower's responsibility to ensure prompt and timely payment to the Bank.

Notwithstanding anything to the contrary contained in this agreement, 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 decide.

The Borrower also undertakes and agrees to pay the Interest on the loan, free from any deduction whether on account of tax or otherwise. Should any applicable law at any time require any deduction or withholding to be made from a payment, Borrower's liability in respect of such payment shall be for a revised amount such that after making of such deduction or withholding, the net payment shall be equal to the amount which the Bank would have received, had no such deduction or withholding been made. The Borrower shall be accountable to 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 take legal action, for the purpose of recovery of the said tax amount.

The Borrower agrees and confirms of the amounts payable by the Borrower in terms of the Agreement under various heads towards diverse costs and charges and is aware that all amounts so paid by the Borrower shall be treated by the Bank as conclusive payments by the Borrower towards those respective costs and charges.

The Borrower agrees that if at any time it is discovered that there are any amounts due to the Bank for which credit was erroneously passed by the Bank, then notwithstanding any NOC etc. that may have been issued by the Bank, the Bank shall be entitled to claim such amounts from the Borrower and the Borrower shall make such payment on a demand by the Bank to that effect

All the charges levied by the Bank/indicated in the Agreement including but not limited to the processing charges, service charges, disbursement charges, collection charges, registration charges, Post Dated Cheque (PDC)/Standing Instruction (SI)/Electronic Clearing System (ECS)/ Unified Payments Interface (UPI) dishonour charges, swap charges and other charges/fees/costs etc. shall be exclusive of all taxes and statutory levies as may be applicable on the same including but not limited to Goods and Service Tax and cesses thereon and shall become payable only upon the Bank exercising its right to levy the same, which may be reflected in the periodic account statements sent or in separate advices or other similar document. No delay or omission to exercise any right, power or remedy accruing to IDFC FIRST upon any breach or default of the customer(s) under this Agreement shall impair any such right, power or remedy of IDFC FIRST either under this Agreement or generally under any other law in place for the time being in force. Any waiver/acquiescence in respect of the events, relating to the levy of Charges, under this Agreement shall be at sole discretion of IDFC FIRST whether or not under intimation to the customer(s). IDFC FIRST further reserves the

right to modify the Charges including addition of further category of similar Charges or waiver of any such Charges at its sole discretion, in connection with any Specified Event. The customer(s) absolutely and irrevocably acknowledges and consents that it shall be bound by any such modification in the nature or extent of Charges even if it the same is not expressly documented or intimated and the same shall be deemed to be an alteration/modification to the terms of this Agreement

The Borrower agrees, declares and confirms that, notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable law, or any terms

and conditions to the contrary contained in this Agreement, the Bank may, at its absolute discretion, appropriate any payments made by the Borrower under this Agreement/any amounts realized by the Bank by enforcement of Security or otherwise, towards the dues payable by the Borrower to the Bank under this Agreement and/or other agreements entered into between the Borrower and the Bank and in any manner whatsoever.

Delay in payment of EMI etc.

- a. In the event of default/delay in payment of any EMI(s) or other monies payable under this Agreement, such defaulted amount shall carry penal charges.

Post Dated Cheque (PDC)/Standing Instruction (SI) / Electronic Clearing System (ECS)/National Automated Clearing House (NACH) / Unified Payments Interface (UPI):

- i.) All the payments, if the Bank so decides, may be collected through PDCs which shall be handed over at Branch and submission of such PDCs shall be deemed to be an unconditional and irrevocable authority given by the Borrower to the Bank to present the cheques on their respective dates. The Bank shall have the authority to fill and finalise all such instruments. The expression PDC shall wherever the context so requires shall be deemed to include 'Electronic Clearing System' / 'Standing Instruction'/ National Automated Clearing House.
- ii.) The Borrower shall submit with the Bank such minimum number of PDCs as may be prescribed by the Bank from time to time. Such PDCs shall be deemed to have been given for adequate consideration already received by the Borrower and shall not absolve the Borrower from its liability to pay the said sums hereunder until the PDC is duly realized.
- iii.) It is expressly agreed and understood that the Borrower shall at no time issue any communication to the Bank for stopping or postponing the presentment of the PDCs and the Bank is not bound to take notice of any such communication and which, if issued, will be regarded as a breach of this Agreement.
- iv.) The Borrower agrees in the event of any dishonour of PDC/SI/ ECS/NACH/UPI instruction the Borrower agrees to pay a dishonour charges as shall be intimated by the Bank to the Borrower.
- v.) The Borrower undertakes that in the event of any variation in:
 - a. The date of payment of EMI or any other amount payable under this Agreement;
 - b. The amount of interest, principal or EMIs;
 - c. The numbers thereof; or if otherwise required by the Bank, the Borrower shall forthwith issue fresh PDCs/ ECS/SI/ NACH/UPI instructions to the Bank as may be required by the Bank
- vi.) If the Borrower at any time during the tenure of the Loan, wishes to replace any PDC/ECS/SI/NACH/UPI Borrower will be required to pay swap charges as may be determined by the Bank for every PDC so replaced. It is clarified that it shall be at the sole discretion of the Bank to either replace the PDC or to refuse the same.
- vii.) The Borrower hereby undertakes that the Borrower shall not close the account on which the PDC/SI/ECS/UPI is issued and also shall not change the authorized signatory/ies to the said account (where the Borrower is a company/ partnership firm) without the prior consent of the Bank.
- viii.) 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 EMI/PEMI/any other

(Borrower)

(Co-borrower)

(Co-borrower)

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 PDC issued by the Borrower in favour of the Bank

- ix. The Borrower shall not demand any return of the said PDCs or any other documents provided to the Bank in relation to the Loan at any point of time; in case of foreclosure of Loan, such PDCs will be destroyed by the Bank. 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.

Prepayment and/or Part-payment of Loan

- a. The Bank may, at its sole discretion and on such terms as to pre-payment /part payment fees, etc., as it may prescribe from time to time, permit pre-payment /part payment or acceleration of EMIs at the request of the Borrower. Subject to the applicable laws and if permitted by the Bank, the Borrower shall be entitled to give prior written notice of his intention to pre-pay the full/ part amount of Loan in accordance with the terms of this Agreement and pay to the Bank such charges mentioned in the Annexure-I, as amended from time to time.
- b. Subject to above, the Borrower is allowed to make part payment of the Loan. The Bank shall be entitled to adjust the amount partly paid against the amount payable by the Borrower in such manner as the Bank deems fit and the Borrower agrees to adhere to such revised repayment schedule.

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 notice in writing. It is specified that the repayment schedule set out in the Annexure-I 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..

FORCE MAJEURE:

The Borrower shall be liable to perform or fulfil its obligations at all point of time and shall not delay/postpone performance, its 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.

6. BORROWER'S REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS:

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

- a. Has furnished true and complete details in the Application are complete and correct;
- b. Shall utilise the Loan only for the purpose for which the same is availed
- c. There are no pending claims demands litigation or proceedings against the Property before any court or authority;
- d. Shall whenever required by the Bank submit statements of annual income certified and audited by a practicing chartered accountant along with a copy of the tax returns filed with the income tax authorities duly certified by such chartered accountant and such other information/ documents concerning employment, trade, business, profession or otherwise as the Bank may require from time to time;
- e. Where applicable, shall inform the Bank of any likely change in his employment or about his/her superannuation/retirement.
- f. 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;
- g. Shall notify the Bank regarding the change in his/her/their status as a resident/non-resident Indian. In case of being non- resident Indian/person of India origin, 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 warrants and insures the Bank in that behalf.
- h. Shall not change the composition of the partners if the Borrower is a partnership firm.
- i. Shall not, in case the Borrower being a Company, permit any change in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower shall change in any manner whatsoever, without the prior written consent of the Bank;
- j. Shall not, in case the Borrower being a Company, decide or enter into any scheme of merger, amalgamation, compromise or reconstruction without the prior written consent of the Bank;
- k. Shall not, in case the Borrower being a Company, make any amendments in the Borrower's Memorandum and Articles without the prior written consent of the Bank;
- l. Shall not, in case the Borrower being a Company, declare any dividend if any instalment towards principal or interest remains unpaid on its due date.
- m. Except to the extent disclosed to the Bank : (i) all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arms' length basis; (ii) (a) where the Borrower is an individual, he/she is not a director or specified near relation of a director of a banking company; (b) where the Borrower is a partnership firm, none of the partners is a director or specified near relation of a director of a banking company; and (c) where the

Borrower is a joint stock company, none of its directors, is a director or specified near relation of a director of a banking company; (iii) (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, none of the partners, 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.

- n. The Borrower shall ensure that neither the Borrower nor any director/partner /member/trustee/person being in charge of the management has been declared a wilful defaulter; in case any director/partner/member/ trustee/person being in charge of the management has been declared as a wilful defaulter, the Borrower shall take expeditious steps for removal of such person.
- o. The Borrower is aware that, in case any of his director/partner/member/ trustee/ person being in charge of the management has been declared a wilful defaulter; then the Bank shall not renew/ enhance/ provide fresh credit facilities or restructure existing facilities.
- p. The Bank may, at its discretion, award a mandate to an auditor of its choosing (including the Borrower's auditor) for the purpose of monitoring end use of the Facility and obtaining a certificate from the auditor regarding diversion/siphoning of funds by the Borrower.
- q. Its business and the purposes for which the loan is to be utilized are in compliance with and are not in default or violation in respect of any Laws.
- r. Shall not, during the tenure of this Agreement, avail of or obtain any further loan or facility without the prior written consent of the Bank.
- s. The Borrower acknowledges and accepts the rates 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 terms and financial implications, amounts payable and liabilities and obligations created under this Agreement.
- t. 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(s) agree(s) that the security(ies) 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(s) 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.
- u. The Borrower understands, acknowledges and agrees that the Facilities are **uncommitted facilities**, are recallable by IDFC FIRST Bank at any time and may be cancelled and repudiated in part or in entirety by IDFC FIRST Bank at any time without notice and without giving any reason. Sanction or part disbursement of the facility should not be construed as giving rise to binding obligations on the part of IDFC FIRST Bank to provide the facility mentioned aforesaid. The Facility mentioned aforesaid will be available **solely at IDFC FIRST Bank's discretion** and IDFC FIRST Bank will not be liable for any action taken by the borrower on the basis of this sanctioned facility.
- v. Borrower agrees that if he/ she avails any loan from the Bank then the PDC/SI/ ECS/NACH/UPI mandates issued under the said loan shall continue and remain in force till such time all other 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 PDC/SI/ECS/NACH/UPI mandate issued under any Loan Agreement and the liability of the Borrower shall not be affected impaired or discharged. The Borrower covenants that the PDC/SI/ECS/NACH/UPI provided by the Borrower shall remain valid for the balance due to the Bank, or any other financial benefits obtained by the Borrower from any of the affiliates of the Bank.
- w. undertakes and declares that if there are any changes in the particulars and information given by borrower while availing the Loan facility, he 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.
- x. shall hereby provide the consent to bank to pull his/her KYC details from CERSAI & PAN details from NSDL as and when required by the Bank for the compliance.
- y. Borrower is aware that Penal Charges shall be levied by Bank in case of breach of Material Terms and Conditions. Penal charges shall be over and above the applicable charges and interest rates as specified in the Schedule of Charges/Key Fact Statement 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.
- z. By availing the loan facility from the Bank, I/We acknowledge and agree that the Bank may from time to time reach out to me/us with information on various banking, financial, or third party products and services. Any such communication from the Bank shall be for informational and solicitation purposes only. The purchase or availing of any product or service is entirely voluntary and is not linked to the loan disbursement or to the sanction of any loan facility.
- za. Notwithstanding anything to the contrary contained in this Agreement, 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 by the Insurance Company and the certificate of insurance (if received/issued) will remain cancelled/ revoked by the said Insurance Company Bank may receive the commission / fees for solicitation of insurance products (if any) and same will be available on below link <https://www.idfcfirstbank.com/content/dam/idfcfirstbank/pdf/insurance/HDFC-LIFE-Common-disclaimer-and-Commission-Structure.pdf>.

(Borrower)

(Co-borrower)

(Co-borrower)

7. Related Party Transactions

- a. Borrower represents and warrants that except to the extent disclosed to the Bank:
- All the contracts or agreements with, or any commitments entered into by the Borrower with any Affiliates or group companies (if applicable) have been undertaken on an arms' length basis;
 - No directors, managers, trustee, partners, key managerial personnel, promoters, employee, guarantors or holder of substantial interest of the Borrower, its subsidiaries, holding company, JVs or affiliates, nor any of their respective relatives constitutes a related party, a reciprocally related person or a related person or holder of Substantial Interest in relation to IDFC FIRST Bank Limited ("Bank"), as defined under Reserve Bank of India (Commercial Banks – Credit Risk Management) Directions, 2025 read with the Amendment Directions, 2026, as amended from time to time ("RBI Credit Risk Management Directions"), and none of the aforesaid persons has entered into or participated in any reciprocal lending or quidproquo arrangement with the Bank in contravention of the said RBI Credit Risk Management Directions.
 - No directors, managers, key managerial personnel, promoters, guarantor, partner, person holding Substantial Interest in the Borrower, its subsidiaries, holding company, JVs or affiliates nor any of their relatives is a specified employee or relative of any specified employee of IDFC FIRST Bank. The term "specified employees" for the purpose of this Clause shall means all employees of a bank who are positioned up to two levels below the board of such bank and any employee designated as such as per the Bank's policy.
- b. The Borrower covenants and undertakes that, for so long as the Facilities or any part thereof remain outstanding and until full and final payment of all amounts owing under the Finance Documents, the Borrower shall: promptly notify the Bank in writing of any change, variation or inaccuracy in the representations set out above; and provide such information and documents as the Bank may reasonably require from time to time for the purpose of monitoring compliance with the Reserve Bank of India (Commercial Banks – Credit Risk Management) Directions, 2025 read with the Amendment Directions, 2026, as amended from time to time (the "Credit Risk Management Directions").
- c. The Borrower further agrees and acknowledges that, upon the occurrence of any change in the above representations, the Lender shall have the unfettered right, without prejudice to any other rights available under the Finance Documents or applicable law, to take such actions in line with the Credit Risk Management Directions and internal policy of the Bank.

The terms "Substantial Interest" shall have the meaning as prescribed under the Banking Regulation Act, 1949.

8. EVENT OF DEFAULT:

- 8.1 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, increase the rate of interest and enforce the Security upon the occurrence (in the sole decision of the Bank) of any one or more of the following:
- The Borrower fails to pay to the Bank any amount when due and payable under these Terms and Conditions.
 - If the Borrower fails to submit the requisite number of PDCs/undated cheques/standard instructions/NACH/UPI mandate or if any of the PDC undated cheques/standard instructions/NACH/UPI mandates dishonoured.
 - The Borrower fails to pay to any person other than the Bank any amount when due and payable or any person other than the Bank demands repayment of the Loan or dues or liability of the Borrower to such person ahead of its repayment terms as previously agreed between such person and the Borrower.
 - The Borrower defaults in performing any of his obligations under these Terms and Conditions or breaches any of the terms or conditions of these Terms and Conditions or any other security documents, undertakings etc. executed in favour of the Bank.
 - The Borrower opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from employment / service before such date for any reason whatsoever.
 - The death, insolvency, failure in business, commission of an act of bankruptcy or winding-up, general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors or threatens to do so, filing of any petition in bankruptcy by or against the Borrower.
 - In case of the property/asset being held jointly, if a civil or criminal litigation is initiated by the one of the owners of the property/asset against the other owner of the property/asset including but not limited to initiation of divorce proceedings between the owners of the property/asset.
 - Any of the information provided by the Borrower to avail the Loan or any of his representations, warranties etc. herein being found to be or becoming incorrect or untrue.
 - 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.
 - If the Borrower fails to create the security as provided herein including but not limited to failure to submit the original documentation related to the property or if the property is destroyed, sold, disposed of, charged, encumbered, alienated, attached or restrained in any manner or if the value of the property or any security created or tendered by the Borrower, in the sole discretion and decision of the Bank, depreciates entitling the Bank to call for further security and the Borrower fails to give additional security.
 - An event of default howsoever described (or any event which with the giving of notice, lapse of time, determination of materiality or fulfillment of any other applicable condition or any combination of the foregoing would constitute an

- event of default) occurs under any other agreement or document relating to any indebtedness of the Borrower with the Bank or if, any other lenders of the Borrower including financial institutions or banks with whom the Borrower has entered into agreements for financial assistance or any part thereof.
- Any other event, which in the Bank's sole opinion is likely to have materially adverse effect on the ability of the Borrower to make payments under these Terms and Conditions. The decision of the Bank as to whether or not an event of default has occurred shall be final and binding upon the Borrower.
 - If any consent, authorisation, approval or license of or registration with or declaration to governmental or public registration with or declaration to governmental or public bodies or authorities required by the Borrower in connection with the execution, delivery, validity, enforceability or admissibility in evidence of these Terms and Conditions or the performance by the Borrower of its obligations hereunder is modified in a manner unacceptable to the Bank or is not granted or revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect.
 - If the Borrower fails to adhere and/or breaches any applicable laws, regulations in connection with this Agreement.
 - Any other event likely to have materially adverse effect on the ability of the Borrower to make payments under this Agreement.
 - In the event of any default as mentioned in Clause 8.1 above the Bank shall have the right to:
 - to communicate in any manner, it may deem fit, to or with any person or persons including guarantors, person giving reference to loan, with a view to procure assistance of such person or persons in recovering the defaulted amounts including but not limited to visiting the property and/or any place of work of the Borrower.
 - Cancel/Suspend/Withdraw/Recall the entire Loan and/or tranches and declare all monies outstanding under this Agreement to be due and immediately payable;
 - Take possession of the Security so created whether by itself or through any of the recovery agents or attorneys as may be appointed by the Bank and alienate sell, transfer the same.
 - To communicate in any manner it may deem fit, to or with any person or persons including guarantors, person giving reference to loan, with a view to procure assistance of such person or persons in recovering the defaulted amounts including but not limited to visiting the Property and/or any place of work of the Borrower
 - Take any other action as it may deem fit for recovery of its dues and enforcement of the Securities.
 - The Bank shall be entitled to take possession of the Property, irrespective of whether the Loan has been recalled whenever in the opinion of the Bank, there is an apprehension of any money not being paid or the Security being jeopardised.
 - In addition to the rights and remedies the Bank may have under this Agreement, the Bank shall be irrevocably entitled and authorised to require the employer of the Borrower to make deductions from the salary/wages payable by the employer to the Borrower and remit the same to the Bank until the entire outstanding dues of the Borrower under this Agreement are completely discharged. The Borrower undertakes and agrees not to raise any objection to such deductions.
 - The Bank shall initiate any other proceeding of any nature as deemed necessary.

9. Classification of Account as Red Flag Account

- The Borrower understands and agrees that, in case the loan account is classified as red-flagged account, the Bank shall conduct an audit as per its Policy, for further investigation in the account.
- 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.
- 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. CONVERSION RIGHT

In case of the Company is the Borrower, on occurrence of any Event of Default, the Bank reserves its right to convert full/part of outstanding dues under the Facilities into equity shares at par or fair value whichever is lower, as per applicable laws. The Bank may also convert, if required, outstanding dues under the loan into equity in accordance with the extant RBI guidelines on Strategic Debt Restructuring Scheme (SDR).

11. APPOINTMENT OF NOMINEE DIRECTOR

In case of the Company is the Borrower, on occurrence of any Event of Default the Bank shall have the right to appoint and remove from time to time, one director on the Board of the Borrower during the tenure of the Loan (hereinafter referred to as "Nominee Director"). Such Nominee Director will be entitled to all rights and interest, remunerations, and fees payable to other directors of the Borrower. The Nominee Director shall not be required to hold qualification shares and not be liable to retire by rotation.

12. ASSIGNMENT AND TRANSFER

- The Borrower shall not assign or transfer or novate all or any of its rights, benefits or obligations under this Agreement and the other Transaction Documents without the approval of the Bank. The Bank may, at any time, sell, assign or transfer or novate all or any of its rights, benefits and obligations under this Agreement and the other Transaction Documents to any person(s) of the Bank's choice in whole or in part and in such manner and on such terms as the Bank may decide without any reference to the Borrower. In case the Bank assigns a part of the disbursed loan to any person without the consent of the Borrower, such disbursed portion which has been assigned would constitute a separate and distinct loan and the Borrower shall not raise any objection or defense under Law, including any objection in terms of Order 2 Rule 2 of Code of Civil Procedure, 1908 or otherwise. The Borrower shall, unless otherwise notified by the Bank, continue to make all payments under this Agreement to the Bank and all such payments when made to

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(Co-borrower)

the Bank shall constitute a full discharge to the Borrower from all its liabilities in respect of such payments.

ii. Without prejudice to the aforesaid provision, the Bank may (at its sole discretion), without notice to the Borrower, share the credit risk of the whole or a part of the loan with any other person by way of participation. Notwithstanding such participation, all rights, title, interests, special status and other benefits and privileges enjoyed or conferred upon or held by the Bank under this Agreement and the other Transaction Documents shall remain valid, effective and enforceable by the Bank on the same terms and conditions and the Borrower shall continue to discharge in full all its obligations under this Agreement and the other Transaction Documents to the Bank. The Borrower shall not have and shall not claim any privity of contract with such person on account of any reason whatsoever. Any such sale, assignment or transfer shall conclusively bind the Borrower.

13. DISCLOSURE/SHARING OF INFORMATION

The Borrower irrevocably agrees and consents to the Bank at any time.

i. In the Event of Default, the Bank/IDFC First shall also be entitled to communicate in any manner it may deem fit, to or with any person or persons including guarantors, person giving reference to loan, with a view to procure assistance of such person or persons in recovering the defaulted amounts including but not limited to visiting the property and/or any place of work of the Borrower.

ii. The Borrower agrees that the Bank/IDFC First may be required to disclose Borrower 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.

iii. The Bank/IDFC First discourages the Borrower from sending or posting to the Bank's web site any information that the Borrower considers to be confidential or proprietary. Please note that if the Borrower do send or post any such information or material, the Bank/IDFC First will assume that it is not confidential. By sending or posting any information or material, the Borrower grant the Bank/IDFC First an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials or information, and the Borrower agrees that the Bank/IDFC First is free to use any ideas, concepts, know-how or techniques that the Borrower sends or post for any purpose on this web site.

iv. The Borrower agrees that the Bank/IDFC First may also share Borrower information to provide Borrowers with superior services and a range of offers. The Bank/IDFC First may use this information to advise Borrowers about products, services and other marketing materials, which the Bank/ IDFC First think may be of interest to Borrowers. The Bank/IDFC First 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/IDFC First.

v. The Bank/IDFC First will limit the collection and use of Borrower information only on a need-to-know basis to deliver better service to the Borrowers. The Bank/IDFC First may use and share the information provided by the Borrowers 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 Borrowers regarding any problem with, or the expiration of, such services. In this regard, it may be necessary to disclose the Borrower information to one or more agents and contractors of the Bank/IDFC First and their sub-contractors, but such agents, contractors, and sub-contractors will be required to agree to use the information obtained from the Bank/IDFC First only for the said purposes. The Borrower authorises the Bank/IDFC First 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/IDFC First liable for use or disclosure of this information. The Bank/IDFC First values relationship with Borrower and will at all times strive to ensure Borrower's privacy.

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.

14. MISCELLANEOUS

BUSINESS CORRESPONDENT

In case the said loan is sourced through business correspondent, Bank shall be responsible to address the grievances of the Borrowers in relation to acts of commissions and omissions of the said business facilitator/ correspondent.

RECOVERY AGENTS

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(s) and the loan and the borrowers hereby consent to such disclosure by the Bank. Notwithstanding anything contained in this Agreement, the Borrower(s) expressly accepts and authorizes the Bank (and/ or any such recovery agents/third party as the Bank may appoint) to contact Borrower and disclose all necessary and relevant information pertaining to the Borrower(s).

Exclusion of Liability

a. The Borrower acknowledges that, wherever applicable, the Bank is not responsible for the quality, condition, performance, defect, delay or suitability of any goods or machinery financed under this Agreement. The Bank shall not be liable for any loss, damage, or claim, including indirect or consequential losses, arising from any defect, delay, failure, or nonperformance of such goods. All issues relating to the goods shall be solely between

the Borrower and the manufacturer or supplier, and the Borrower's repayment obligations shall remain unaffected..

b. Any insurance product offered in connection with the Loan is issued and administered by a thirdparty insurer. The Bank is not the insurer and assumes no responsibility or liability for the terms, coverage, performance, or claims under such insurance. Any disputes or claims relating to the insurance policy shall be addressed solely with the insurer.

APPROPRIATION

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 and/or other agreements entered into between the Borrower and the Bank and in any manner whatsoever.

Appointment of third parties by the Bank

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 more third parties 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 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.

Service of Notice

All notices, requests, demands, waivers or other communications

(including Customer Copy of Loan Agreement, Key Fact Statement, Welcome Letter etc., under or in connection with this Agreement shall be given in writing by mail, e-mail, 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/facsimile. Borrower confirms that all risks shall be fully borne by him and he assumes full responsibility for the same. Borrower agrees to immediately intimate the Bank of any change in the postal address, email ID and acknowledges that the Bank shall not be liable for any loss or damage that may be caused to the Borrower owing to change in address. Borrower understands that the communication, documents through email, SMS, instant messaging app etc., are for his/their convenience. IDFC FIRST Bank shall not be liable or responsible for any breach of secrecy owing to communication/documents being sent digitally. Borrower shall verify the authenticity of the emails, instant messaging app etc., and shall not hold the Bank responsible for any statements received from frauds / imposters. Borrower shall not hold the Bank liable if any problem arises with his/their computer/mobile network. Borrower understand and agree 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. Borrower shall inform the Bank in writing if there is any change in his/their communication address. The Bank shall not be responsible in case if the Borrower's do not receive the statements due to incorrect communication address provided by Borrower or due to technical reasons. Borrower undertakes to take all necessary steps to ensure confidentiality and secrecy of the login name and password of the internet / email account.

Para- Banking Activities

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

Insurance

Notwithstanding anything to the contrary contained in this Agreement, 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 canceled, the insurance policy will also get canceled automatically by the Insurance Company and the certificate of insurance (if received/issued) will remain cancelled/ revoked by the said Insurance Company.

Bank may receive the commission / fees for solicitation of insurance products (if any) and same will be available on Bank website <https://www.idfcfirst.bank.in/personal-banking/investments-and-insurance> under "Insurance Tab".

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.

Mode of Execution

a) The borrower is aware that this 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 borrower when we send the electronic communication to the email address / mobile number / details provided by borrower or any other third party.

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

(Borrower)

(Co-borrower)

(Co-borrower)

"I/we Agree" or "I/we Agree and Accept" or any similar icon/tab/option on the online system / Website / portal / platform of the Bank/Merchant/ its agent/ service provider/partners as well as 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 biometric verification through UIDAI, and that there is no requirement of Borrower's physical signature on the Loan Documents or of the Borrowers 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/ letter through its officer or the Facilitator to the Borrower and attaching therewith the 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 document will be as good as making the stamp paper/franked page an integral part of this document.

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 such 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.

e) If the PAN of the borrower is not linked with Aadhar, the borrower agrees to get it linked within 90 days of disbursal of this loan.

Entire Agreement And 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.

Supremacy And Amendment

This Agreement supersedes all discussions and Agreements (whether oral or written, including all correspondence) Supremy 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. IDFC FIRST Bank has the absolute discretion to amend or supplement any of the Loan terms and conditions at any time and will endeavour to give prior notice of 15 days by email or put up on 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 be subject to changes based on the guidelines/ directives issued by RBI to banks from time to time.

Waiver

Any failure and/or delay on the part of the Bank in exercising any right or power under this Agreement or documents in connection with this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or future exercise thereof or the exercise of any other power or right. The rights and remedies of the Bank provided for in this Agreement are cumulative and not exclusive of any rights or remedies available under the law.

Governing Law, Jurisdiction and Arbitration:

1. The Parties agree that this Agreement shall be governed by the laws of India.
2. The Borrower hereby expressly agrees that all disputes arising out of and/or relating to this Agreement including any transaction document which is –

a) below the pecuniary jurisdiction limit of the Debt Recovery Tribunals established under Recovery of Debts Due to Banks and Financial Institutions 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 the online dispute resolution("ODR") platform. The party invoking arbitration ("Claimant") shall address a notice to the other party ("Respondent") suggesting the name of one of the following ODR platforms (Designated Institution) as stated below or any other ODR platform as updated on the Bank's website from time to time.

The arbitration proceeding shall be conducted in the English language. The seat of the arbitration for the purpose of determining jurisdiction shall be decided basis the zone wise distribution as provided below. The award passed by the arbitrator shall be final and binding on the Parties.

The parties agree to carry out the arbitration proceedings virtually through an ODR platform of such institution and, for such purpose, the email addresses and / or mobile numbers of the Borrower available, provided or otherwise referenced in the transaction documents shall be considered. Each party shall be responsible for intimating such institution in the event of any change in its email address and / or mobile number throughout the arbitration proceedings. In the event the arbitration proceedings cannot be administered virtually, then the proceedings shall be conducted physically, and the venue of the proceedings shall be cities, as may be notified by the Bank, falling under either of the zones mentioned hereunder-

1. East;
2. West;
3. North; and
4. South

b) above the pecuniary jurisdiction limit under Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993) should be filed before appropriate Debt Recovery Tribunals.

3. Without prejudice to the Banks rights and remedies under contract and in law, nothing contained herein shall limit the rights of the Lender to initiate any 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 jurisdictions preclude the Lender from taking proceedings in any other jurisdiction within India, whether concurrently or not.

IN WITNESS WHEREOF the Parties hereto have set their hand on the day, month

and year mentioned in the Annexure-I. Signed and Delivered by the within named

Borrower:

Signed and delivered by the within named Borrower:

Date :

1. _____
Borrower Name

Signature of the Borrower

2. _____
Co-Borrower Name

Signature of the Co-Borrower

Signed, and Delivered by the within named Bank, IDFC FIRST Bank Limited through its authorized official.

Employee Name : _____

Signature : _____

Annex A

Key Facts Statement

Part 1 (Interest rate and fees/charges)

1	Loan proposal/ account No.		Type of Loan				
2	Sanctioned Loan amount (in Rupees)						
3	Disbursal schedule (i) Disbursement in stages or 100% upfront. (ii) If it is stage wise, mention the clause of loan agreement having relevant details						
4	Loan term (year/months/days)						
5	Instalment details						
Type of instalments		Number of EPIs	EPI (₹)	Commencement of repayment, post sanction ¹			
Monthly				As per repayment schedule in Annex C			
6	Interest rate (%) and type (fixed or floating or hybrid)			(%) and Fixed			
7	Additional Information in case of Floating rate of interest : Not Applicable						
Reference Benchmark	Benchmark rate (%) (B)	Spread (%) (S)	Final rate (%) R = (B) + (S)	Reset periodicity (Months)		Impact of change in the reference benchmark (for 25 bps change in 'R', change in:)	
				B	S	EPI (₹)	No. of EPIs
8	Fee/ Charges ²						
		Payable to the RE (A)		Payable to a third party through RE (B)			
		One-time/ Recurring	Amount (in ₹) or Percentage (%) as applicable	One-time/ Recurring	Amount (in ₹) or Percentage (%) as applicable		
(i)	Processing fees	One-time					
(ii)	Insurance charges						
	HDFC LIFE INSURANCE PREMIUM(R)			One-time			
(iii)	Facilitation Charges	One-time					
(iv)	EBC	One-time					
9	Annual Percentage Rate (APR)(%)						
	Annual Percentage Rate (APR)	Annual Percentage Rate (%) (APR is annualized percentage interest rate, processing fees, other charges, and third-party products. (i.e., aggregate of charges payable to Bank and payable to third party) for the credit facility availed.)					

10	Details of Contingent Charges (in ₹ or %, as applicable)	
(i)	Penal charges, if any, in case of delayed payment	12% p.a. (1% p.m.) of the unpaid EMI or Rs 300 whichever is higher (Exclusive of GST)
(ii)	Other penal charges, if any	EMI Bounce charges per presentation : 12% of EMI bounced with minimum charge of Rs. 400 & maximum of Rs. 1000 (excluding GST) Technical Bounce Charges** : Charge rates would be same as applicable under EMI bounce charges
(iii)	Foreclosure charges, if applicable	No foreclosure charge for Micro & Small certified enterprises wherein loan amount is <= Rs 50 Lakhs. For loan amount > Rs 50 Lakhs, 5% foreclosure charges would be applicable. For Medium enterprise and non-MSME customers, foreclosure charge to be 5% of the <u>principal outstanding</u> .
(iv)	Charges for switching of loans from floating to fixed rate and vice versa	Not Applicable.
(v)	Any other charges (please specify)	Refer "Schedule of Charges" below Annexure C of KFS

¹ If loan disbursal is between 1st to cycle date (as applicable) of the month (M0), 1st EMI starts from immediate next month (M1), but if loan disbursal is after cycle date of the month (M0), then 1st EMI starts from subsequent to immediate next month (M2).

² All charges displayed are excluding GST (except Penal Charges, where GST is not applicable).

** Mandate Rejection technical Bounce Charges (for mandate rejected by your bank, to be charged for each month from 3rd consecutive bounce month onwards until the mandate is registered).

Part 2 (Other Qualitative Information)

1	Clause of Loan agreement relating to engagement of recovery agents	Refer Clause 14
2	Clause of Loan agreement which details grievance redressal mechanism	Refer Clause 14
3	Phone number and email id of the nodal grievance redressal officer	pno@idfcfirstbank.com <u>1800 209 9771</u>
4	Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/ No)	Yes
5	In case of lending under collaborative lending arrangements (e.g., co-lending/ outsourcing), following additional details may be furnished:	
	Name of the originating RE, along with its funding proportion	Name of the partner RE along with its proportion of funding Blended rate of interest
	NA	NA
6	In case of digital loans, following specific disclosures may be furnished:	
	(i) Cooling off/look-up period, in terms of RE's board approved policy, during which borrower shall not be charged any penalty on prepayment of loan	NA
	(ii) Details of LSP acting as recovery agent and authorised to approach the borrower	NA

Annex B

Illustration for computation of APR for Retail and MSME loans

Sr.No.	Parameter	Details
1	Sanctioned Loan amount (in Rupees)	
2	Loan Term (in years/ months/ days)	
a)	No. of instalments for payment of principal, in case of non-equated periodic loans	-
b)	Type of EPI Amount of each EPI (in Rupees) and nos. of EPIs (e.g., no. of EMIs in case of monthly instalments)	
c)	No. of instalments for payment of capitalised interest, if any	
d)	Commencement of repayments, post sanction	Refer Point No. 2 mentioned after Repayment Schedule.
3	Interest rate type (fixed or floating or hybrid)	
4	Rate of Interest	%
5	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in Rupees)	₹
6	Fee/ Charges payable (in Rupees)	₹
A	Payable to the RE	
B	Payable to third-party routed through RE	
7	Net disbursed amount	₹
8	Total amount to be paid by the borrower	
9	Annual Percentage Rate (%) (APR is annualized percentage interest rate, processing fees, other charges, and third-party products. (i.e., aggregate of charges payable to Bank and payable to third party) for the credit facility availed.) ²	
10	Schedule of disbursement as per terms and conditions	100% upfront
11	Due date of payment of instalment and interest	If loan disbursal is between 1st to cycle date (as applicable) of the month (M0), 1st EMI starts from immediate next month (M1), but if loan disbursal is after cycle date of the month (M0), then 1st EMI starts from subsequent to immediate next month (M2).

¹ The difference in repayment amount calculated from the total of instalments given under the detailed repayment schedule i.e., _____ vis-à-vis the amount of _____ (Interest charges) mentioned under (8) is due to rounding off the instalment amount of _____ to _____ under _____ the detailed repayment schedule

² Computed on net disbursed amount using IRR approach and reducing balance method

Annex C

Repayment Schedule for the loan illustrated in Annex B

Instalment No.	Outstanding Principal (in Rupees)	Principal (in Rupees)	Interest (in Rupees)	Instalment (in Rupees)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
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28				
29				
30				
31				
32				
33				
34				
35				
36				

1. Disbursal Date, Loan Tenure, Pre-EMI amount, Insurance Fee, Processing Fee, Annual Percentage Rate (APR), stamp duty (wherever applicable) and Net Disbursal Amount shall be communicated at the time of disbursal.
2. If loan disbursal is between 1st to cycle date (as applicable) of the month (M0), 1st EMI starts from immediate next month (M1), but if loan disbursal is after cycle date of the month (M0), then 1st EMI starts from subsequent to immediate next month (M2).
3. Pre-EMI amount, if applicable, is computed from disbursal date till the commencement of the 1st EMI on pro-rata basis. Pre-EMI will be deducted from the disbursal amount at the time of disbursement or adjusted from 1st EMI leading to reduced appropriation towards principal. Pre-EMI will have a minimal effect on APR.
4. EMI will be due between 2nd to 10th of every month.
5. Repayment schedule will be available post disbursal.
6. 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 by the Insurance Company and the certificate of insurance (if received/issued) will remain cancelled/ revoked by the said Insurance Company. Bank may receive the commission / fees for solicitation of insurance products (if any) and same will be available on Bank website [Investment and Insurance | IDFC FIRST Bank](#) under "Insurance Tab"
7. KFS is valid for 30 days

CUSTOMER DECLARATION/ACKNOWLEDGEMENT:
I/We declare that the contents of Key Fact Statement (KFS) have been duly explained to me/us, and I/we have read, understood, and accepted them.

Foreclosure Norms:

Enterprise Type	Micro & Small Certified Enterprises	Non MSME & Medium Certified Enterprises
Loan Amount <= ₹ 50 Lakh	Nil	5% + GST
Loan Amount > ₹ 50 Lakh	5% + GST	

Please note - Latest Udyam certificate needs to be provided for availing foreclosure charges waiver for Micro And Small Enterprises.

Part Payment Charges

Allowed upto 25% of Principal Outstanding, only once in a financial year and twice during the entire loan tenure.
Part-Payment charges:- 4% of part-payment amount + Taxes applicable
NIL Part-payment Charges for Fixed rate loan facility up to ₹50 lakh availed by Micro and Small Enterprises, Closure from Own Source, and submission of updated Udyam Registration Certificate.

IDFC FIRST BANK LTD. Business Installment Loan - SCHEDULE OF CHARGES

Date of Execution:
 Place of Execution:
 Name of Borrower:
 Address of Borrower:
 Name of Co-Borrower:
 Address of Co-Borrower:

Products/Type of charges	Business Installment Loan
EMI Bounce charges per presentation*	12% of EMI bounced with minimum charge of Rs. 400 & maximum of Rs. 1000 (excluding GST)
Technical Bounce Charges**	Charge rates would be same as applicable under EMI bounce charges
Penal Charges for Delay of Payment	12% p.a. (1% p.m.) of the unpaid EMI or Rs 300 whichever is higher. No GST applicable for penal charges.
Cancellation Charges*	• 0.25% of sanctioned loan amount or ₹10,000 whichever is higher • Interest applicable from date of disbursal till receipt of cancellation request Note: Cancellation request must be received within 30 days or before 1st EMI presentation, whichever is earlier. Post this, it will be treated as foreclosure.
Stamping Charges	As per actuals
Processing Fee/ Facilitation Fee/ Documentation Fee/Admin Fee*	As per sanction letter
EMI Pickup/ Collection Charges*	₹500
Collection Legal charges*	At actuals plus applicable taxes

*GST shall be levied on all charges wherever applicable unless specified.

The Services accounting code would be provided by IDFC FIRST BANK and shall be binding on customer.

Insurance is non-mandatory and offered only to customer who voluntarily choose to opt for the same.

In case customer is related person to IDFC FIRST BANK, Goods and Services Tax (GST), as may be applicable, needs to be paid by customer.

Note: The above stipulated Schedule of Charges is subject to be revised from time to time by the Bank as will be updated on the official website of the Bank.- [IDFC First Bank|Business Loan fees and charges](#)

**Mandate Rejection technical Bounce Charges (for mandate rejected by your bank, to be charged for each month from 3rd consecutive bounce month onwards until the mandate is registered).

Signed and Delivered by the Borrower < Co- Borrower (s) in token of and in witness of them having read (and /or being explained),verified,understood, irrevocably agreed to, accepted, confirmed and declared all the clauses viz., 1 to 13 on all the pages No's 1 to -- of the Loan Agreement document, the Schedule , all contents thereof including all the terms and conditions contained therein and authenticated accuracy and correctness of the same.

Signed and delivered by the within named Borrower:

Date :

1. _____
 Borrower Name

 Signature of the Borrower

2 _____
 Co-Borrower Name

 Signature of the Co-Borrower

Signed, and Delivered by the within named Bank,
 IDFC FIRST Bank Limited through its authorized official.

Employee Name : _____

Signature : _____

VERNACULAR DECLARATION

Language	Declaration	Signature (Against appropriate box)
English	I have been read out and explained in the language known to me, the contents of the loan documents and all other documents incidental to availing the loan from IDFC FIRST Bank Ltd. and I have signed the said documents after having understood them and by signing the same I do hereby agree to abide by all the terms and conditions of the loan and the clauses of the same.	
Hindi	आईडीएफसी फर्स्ट बैंक लिमिटेड से ऋण (लोन) प्राप्त करने के लिए ऋण दस्तावेजों तथा आवश्यक अन्य सभी दस्तावेजों की विषय वस्तु को मुझे समझ में आने वाली भाषा में पढ़कर समझा दिया गया है. और इन दस्तावेजों को समझने के बाद मैंने उन पर हस्ताक्षर किए हैं. और उन पर हस्ताक्षर करके एतद्वारा मैं ऋण के समग्री नियमों व शर्तों तथा उनके क्लॉज का पालन करने को सहमत हूँ.	
Marathi	मला कर्जाच्या दस्तऐवजातील आणि आयडीएफसी फर्स्ट बँक लिमिटेड यांचे कडून कर्ज घेण्याशी संबंधित इतर सर्व आनुषांगिक दस्तऐवजातील माहिती, मला समजणान्या भाषेत वाचून दाखविण्यात आली आहे आणि स्पष्ट करून सांगण्यात आली आहे आणि मला ते दस्तऐवज समजल्यानंतरमी त्यावर स्वाक्षरी केली आहे आणि त्यावर स्वाक्षरी करून मी ह्याद्वारे कर्जाचे सर्व नियम व अटी आणि मुद्दे यांचे पालन करण्याचे मान्य करत आहे.	
Gujarati	મને આઇડીએફસી ફર્સ્ટ બેંક લિમિટેડ પાસેથી લોન મેળવવા લીધે દસ્તાવેજો તેમ જ અન્ય દસ્તાવેજોની બધી વિગતો/વખાણું હું જાણું છું એ ભાષામાં મને વાંચી સંભળાવવામાં અને સમજાવવામાં આવ્યું છે અને મેં તે સમજી લીધા પછી સૂચિત દસ્તાવેજોમાં સહી કરી છે તથા તેમાં સહી કરીને હું આ દ્વારા લોનના બધા જ નિયમો અને શરતો તેમ જ ધારાઓનું પાલન કરવા સહમત થાઉં છું.	
Bengali	আই।উ.এফসি ফ. না লিমিটেড থেকেলো- ভোগ রতে আনরি জনা ছষিয় লৌনবেজএবং বজের বিষয়বস্তু আমাকে পড়ে শোনানো এবং ব্যাখ্যা করা হয়েছে আর সেগুলো বোধগম্য করার পরে বিবৃত দাবেজে আমি স্বাক্ষর করেছি তার সববিষয়ে স্বাক্ষর করার দ্বারা আমি এতদ্বারা লোকের সম্মু নিয়ম ও শর্ত তথা অবিসয়ের ধারাগুলো মেনে চলতে একমত হচ্ছি।	
Assamese	আইউএফসি ফার্স্ট বেঙ্ক লিমিটেড-র লোন ডকুমেন্টত থকা তথা ইয়াৰ পৰা লোন লভঁতে প্রয়োজন পৰা অন্যান্য সকলো ডকুমেন্টত থকা কথাখান মোক পাঢ় শুনোৱা হৈছে আৰু মই বুজি পোৱা ভাষাত মোক বুজাই দিয়া হৈছে, আৰু উক্ত ডকুমেন্ট সমূহত মই চক্ৰী কৰিছে সেইবিলাক ৰুজি পোৱাৰ ইচ্ছা হৈছে তথা সেইবিলাক চহী কৰি মই লোন সংসে নিয়ম আৰু চৰ্ত তথা তাৰ দফাসমূহ ম নি চলিবলৈ ইয়াৰ দ্বাৰাই সন্মত হৈছো।	
Oriya	ଆଇଡିଏଫସି ଫାର୍ସ୍ଟ ବ୍ୟାଙ୍କ ଲିମିଟେଡ୍ ରୁ ଲୋନ ପାଇବା ପାଇଁ ଲୋନ ଦସ୍ତାବିଜର ବିଷୟବସ୍ତୁ ଓ ଲୋନ ପ୍ରାପ୍ତି ପାଇଁ ପରବର୍ତ୍ତୀ ଅନ୍ୟ ସମସ୍ତ ଦସ୍ତାବିଜ ବିଷୟରେ ମୋତେ ପଢ଼ି ଶୁଣା ଯାଇଛି ଏବଂ ମୋତେ ଜଣା ଥିବା ଭାଷାରେ ବୁଝାଯାଇଛି, ମୁଁ ବାହାକୁ ବୁଝିବା ପରେ ଭକ୍ତ ଦସ୍ତାବିଜରେ ହସ୍ତାକ୍ଷର କରିଛି ଏବଂ ଏହାକୁ ହସ୍ତାକ୍ଷର କରିବା ସହିତ ମୁଁ ଲୋନର ସମସ୍ତ ସର୍ତ୍ତ ଓ ନିୟମାବଳୀ ଓ ଏହାର ଧାରା ପାଳନ କରିବା ପାଇଁ ସହମତ ପ୍ରକାଶ କରୁଛି ।	
Punjabi	ਹੁਣ ਦਸਤਾਵੇਜ਼ਾਂ ਅਤੇ ਆਈਐਫਸੀ ਫਰਸਟ ਬੈਂਕ ਲਿਮਿਟੇਡ ਤੋਂ ਰਿਣ ਪ੍ਰਾਪਤ ਕਰਨ ਨਾਲ ਜੇ ਹੋਰ ਸਾਰੇ ਦਸਤਾਵੇਜ਼ਾਂ ਦਾ ਵੇਰਵਾ ਮੇਰੀ ਸਮਝ ਵਾਲੀ ਭਾਸ਼ਾ ਵਿੱਚ ਪੂਰੇ ਮੈਨੂੰ ਸੁਣਾਇਆ ਅਤੇ ਸਮਝਾਇਆ ਗਿਆ ਹੈ ਅਤੇ ਮੈਂ ਦੱਸੇ ਦਸਤਾਵੇਜ਼ਾਂ ਨੂੰ ਸਮਝਣ ਦੇ ਬਾਅਦ ਉਹਨਾਂ ਤੇ ਦਸਤਖਤ ਕੀਤੇ ਹਨ ਅਤੇ ਉਹਨਾਂ ਤੇ ਦਸਤਖਤ ਕਰਨ ਨਾਲ ਮੈਂ ਇਸ ਦੇ ਦੁਆਰਾ ਰਿਣ ਦੇ ਸਾਰੇ ਨਿਯਮ ਅਤੇ ਸ਼ਰਤਾਂ ਅਤੇ ਉਸ ਦੀਆਂ ਧਾਰਾਵਾਂ ਦਾ ਪਾਲਨ ਕਰਨ ਲਈ ਰਾਜੀ ਹਾਂ ।	
Tamil	ஐடிஎஃப்ஸி ஃபர்ஸ்ட் பேங்க் லிமிடெட்டிலிருந்து கடன் பெறுவதற்காக கடன் ஆவணம் மற்றும் இதர ஆவணங்களில் எழுதியுள்ளவை எனக்குத் எனக்குத் தெரிந்த மொழியில் படித்து விவரிக்கப்பட்டுவிட்டது. அவற்றை புரிந்து கொண்டு அந்த ஆவணங்களில் நான் கையொப்பமிட்டுள்ளேன். மேலும் கடனிற்கான அனைத்து விதிமுறைகளையும் நிரந்தரணைகளையும் அதிலுள்ள விதிகளையும் நான் கடைப்பிடிப்பேன் என்று ஒப்புதல் அளிக்கிறேன்.	
Telugu	ఐడిఎఫ్సీ ఫర్స్ట్ బ్యాంక్ లిమిటెడ్ నుంచి రుణం పొందడానికి రుణ పత్రాలు మరియు సంబంధిత ఇతర పత్రాల్లోని విషయాలన్నిటినీ నాకు తెలిసిన భాషలో నేను చదివాను మరియు నాకు వివరించారు మరియు వీటిని అర్థంచేసుకున్న తరువాత సదరు పత్రాలపై నేను సంతకం చేశాను మరియు వీటిపై సంతకం చేయడం ద్వారా రుణం యొక్క నియమ నిబంధనలన్నిటినీ మరియు వాటి క్షౌజులకు కట్టుబడివుండటానికి నేను ఇందు మూలంగా అంగీకరిస్తున్నాయి.	

Kannada	ನನಗೆ ಐಡಿಎಫ್ಐ ಫೆಸ್ಟ್ ಬ್ಯಾಂಕ್ ಲಿಮಿಟೆಡ್ ನಿಂದ ಸಾಲ ಪಡೆದುಕೊಳ್ಳುವುದಕ್ಕೆ ಸಂಬಂಧಿಸಿದ ಎಲ್ಲಾ ದಸ್ತಾವೇಜುಗಳು ಮತ್ತು ಇತರ ದಸ್ತಾವೇಜುಗಳ ವಿಷಯಗಳನ್ನು ನನಗೆ ತಿಳಿದಿರುವ ಭಾಷೆಯಲ್ಲಿ ಓದಿ ಹೇಳಲಾಗಿದೆ ಮತ್ತು ವಿವರಿಸಲಾಗಿದೆ ಮತ್ತು ಅವನ್ನು ತಿಳಿದುಕೊಂಡ ನಂತರವೇ ನಾನು ಆ ವಾಸ್ತವೇಜುಗಳಿಗೆ ಸಹಿ ಮಾಡಿದ್ದೇನೆ ಮತ್ತು ಅವುಗಳಿಗೆ ಸಹಿ ಮಾಡುವ ಮೂಲಕ ಸಾಲದ ಎಲ್ಲಾ ನಿಯಮ ಮತ್ತು ನಿಬಂಧನೆಗಳನ್ನು ಮತ್ತು ಅವುಗಳ ಉಪ ನಿಯಮಗಳನ್ನು ಪಾಲಿಸಲು ನಾನು ಈ ಮೂಲಕ ಒಪ್ಪಿಕೊಳ್ಳುತ್ತೇನೆ.	
Malayalam	ഐഡിഎഫ്ഐ ഫസ്റ്റ് ബാങ്ക് ലിമിറ്റഡിൽ നിന്ന് വായ്പ എടുക്കുന്നതിനുള്ള വായ്പാ രേഖകളും അതോടൊപ്പമുള്ള മറ്റു രേഖകളും എനിക്ക് വായിച്ചു തരികയും എനിക്ക് മനസ്സിലാക്കുന്ന ഭാഷയില് വിശദീകരിച്ചു തരികയും അവ മനസ്സിലാക്കിയ ശേഷം താരം ഈ രേഖകളിൽ ഒപ്പു വയ്ക്കുകയും ഇതിൽ ഒപ്പുവയ്ക്കുന്നതിലൂടെ ചായയുടെ എല്ലാ നിബന്ധനകളും ഉപാധികളും അവയിടെ വ്യവസ്ഥകളും പാലിച്ചു കൊള്ളാമെന്ന് ഞാൻ സമ്മതിച്ചുകൊള്ളുകയും ചെയ്യുന്നു.	
Konkani	आयडीएफसी फर्स्ट बैंक लिमिटेड डांचेकडल्यान घेवपाच्या रिणाच्या कागदपत्रांचे आनी रिणाक लागू जाता अश्या हेर सगल्या कागदपत्रांचे मजकूर, म्हाका कटा त्या भाशेंत म्हाका वाचून दाखयला आनी समजावन सांगला आनी हांवें हे कथीत कागदपत्र समजल्या उपरान्त तांचेर हस्ताक्षर केला आनी तांचेर हस्ताक्षर करून हांव ह्यावचीं रिणाच्यो अटी आनी सर्ती आनी त्याच्या कलमांचे पालन करपाक मान्यताय दिता.	
Urdu	اُنی ڈی ایف سی فرسٹ بینک لمیٹڈ سے لون حاصل کرنے سے متعلق لون کے دستاویزات اور دیگر تمام دستاویزات کے متن کو میری جانی جانے والی زبان میں پڑھ لیا گیا ہے اور وضاحت کردی گئی ہے اور انہیں سمجھنے کے بعد میں نے مذکورہ لون تمام شرطوں میر راضی ہوں بالا دستاویزات پر دستخط کر دینے ہیں اور اس پر دستخط کر کے میں یہاں اس بات سے اور ضابطوں اور اس کی تمام دفعات کی پابندی کروں گا۔	

End use letter

Dear Sir/Ma'am,

Sub: Application for _____

I/We, _____ refer to the Application No. _____ submitted by us to IDFC FIRST Bank Limited (the "Bank") for availing of a _____ from the Bank.

The said Facility is for meeting _____ purpose

I/We hereby represent, warrant and confirm that the aforesaid purpose is a valid purpose and also agree and undertake to utilize the facility only for the above mentioned purpose and that the facility shall not be used for any illegal and/or antisocial and/or speculative purposes including but not limited to participation in stock markets/IPOs.

I/We further agree, confirm and undertake that the purpose of use of funds under the facility shall not be changed in any manner during the tenor of the facility or that such change in purpose shall take place only with the prior written permission of IDFC FIRST Bank Limited. I/We agree that any breach or default in complying with all or any of the aforesaid undertaking(s) may constitute an event of default under the Loan Agreement executed with the bank and accordingly the bank will have the right to take action as deemed suitable.

Thanking you.

Yours Sincerely,