

PERSONAL LOAN AGREEMENT

The person(s) named in the Schedule hereto (hereinafter referred to as the "Schedule") being borrowers, hereinafter collectively referred to as "Borrower" which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, administrators and executors.

In favour of:

IDFC FIRST Bank Ltd, a Company incorporated under the Companies Act, 2013 and having its registered office at KRM Tower, 7th Floor, No.1, Harrington Road, Chetpet, Chennai - 600031 and a branch office in India at the address mentioned in the Schedule, hereinafter referred to as "**The Bank**" (which expression shall, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors, transferees and assigns). In case of there being more than one Borrowers, the reference to the term "Borrower" shall be deemed to be as if it were plural and this document shall be read accordingly as if made and liabilities undertaken by each of them jointly and severally. Reference to the masculine gender includes reference to the feminine and neuter genders and vice versa.

The Borrower hereby irrevocable and unconditionally agree to abide by the following terms and conditions: -

1. Pursuant to the application made by the Borrower in the Loan Application Form ("Application"), the Bank has sanctioned the loan not exceeding the amount mentioned in the Schedule hereto (hereinafter referred to as "Loan"), and the Borrower agrees to borrow the same, subject to and upon the terms and conditions contained in the Application and/or this document. The Bank may disburse the Loan or any part thereof ("Disbursement") at its own discretion. Notwithstanding anything contained herein: (i) The borrower is aware that if disbursement / further drawdown is not accepted or not encashed by the borrower/previous financier within the period of 90 days then Bank shall be entitled to the following:- a) The Bank shall have the right to recall the credit facility or stop further drawdown/disbursement. b) The BT Cheque or DD issued in the name of previous financier/Borrower shall be cancelled. c) The undrawn/ uncashed amount by the borrower/previous financier shall be adjusted towards Principal outstanding as part prepayment of the loan amount, by giving effect to the EMI in the Loan and keeping the loan tenor constant. d) Part payment charges won't be levied on aforementioned adjusted amount. e) Revised loan repayment schedule shall be assigned to the borrower. f) Borrower won't be entitled for refund of any processing fees, service charge and /or other charges/fees/costs (if any). All these charges (if applicable) would be payable to the Bank whether or not the Credit facility has been drawn by the borrower. (ii) The borrower is aware that BT Cheque OR DD will be reissued within the span of 90 days of disbursement only if the said Cheque or DD is mutilated or has spelling error or for any reason is not acceptable by the previous financier. (iii) 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: i) This Agreement is duly executed and delivered to the Bank by the Borrower; ii) The Borrower's submission to the satisfaction of the Bank of a certificate of employment from his employer and his financial statements; iii) The Borrower's submission to the Bank, post-dated cheques towards repayment instalments; and iv) Any other document or writing as the Bank may require in its sole discretion. v) The Borrower(s) having furnished such Security as may be required by the Bank, as more specifically detailed in the annexure, in a form and manner satisfactory to the Bank. The Borrower further declares that if he has already availed Personal Loan facility, details of which are more particularly set out in the Schedule hereto. The Borrower has now requested the Bank to foreclose his existing loan facility and grant him a fresh loan facility thereby executing fresh terms and conditions. Borrower is aware that he is entitled to foreclose the existing loan and avail fresh facility only if his existing loan facility with the Bank is a standard asset, his existing facility is neither overdue nor is classified as an NPA and he is aware that all his outstanding dues of the existing loan facility including outstanding dues, overdues, charges, interest (if any) shall be deducted from the net disbursement amount.

2. The Loan, interest, any other charges, dues and monies payable, costs and expenses reimbursable as outstanding from time to time and whether any of them due or not, are hereinafter collectively referred to as "Outstanding Balance". The Bank in its sole discretion would be entitled to change the said rate interest from time to time including on account of changes made by the Reserve Bank of India, which would be intimated to the Borrower(s) and would be binding upon the Borrower(s). The Borrower shall also pay and bear all interest tax, if any, as applicable from time to time. The Borrower (s) shall repay the Loan and pay the interest that is due from time to time by way of equated monthly instalments (EMIs) as specified or as may be specified by the Bank from time to time (time being the essence of the contract). The Borrower has perused, understood and agreed to the Bank's method of calculating EMI's as also the appropriation thereof into principal and interest. The payment of all the monies by the Borrower including EMI's shall be made on or before the respective due dates, at such place as the Bank may require, without any set-off or counterclaim or withholding or deduction (save as required by law in which case the amount payable by the Borrower to the Bank shall be increase to the amount which after making such deduction or withholding equals the original due amount as if no withholding or deduction were required), by way of one or more modes and instruments including post-dated cheques "PDCs", Standing Instructions (SI)/Electronic Clearing System (ECS) instructions/Unified Payment Interface (UPI)/other mode/instrument, as acceptable to the Bank from time to time. If any due date falls on a non-business day of the Bank, the payment shall be made by the Borrower on the immediately preceding business day of the Bank. In case of cheques/other instrument, the payment shall be deemed to have been made by the Borrower only at the point of time the sum is credited and realized fully in the Bank's account irrespective of the date of instrument or time of receipt or presentation of instrument. Borrower agrees that if he/ she avails any loan from the Bank then the PDC/SI/ECS/NACH 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 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 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.
3. 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.
4. Any Payments made by/on behalf/for the Borrower or any realizations in relation to the Loan, security, shall be appropriated towards the Outstanding Balance and /or Liabilities (as defined hereinafter) in the following order: (a) Firstly, towards costs and expenses incurred by the Bank; (b) Secondly, towards any charges, commissions, fees, taxes, levies (wherever applicable); (c) Thirdly, towards interest; (d) Fourthly, towards principal amount(s). Any statement of account furnished by the Bank shall be accepted by and be binding on the Borrower(s) and shall be conclusive proof of the correctness of the amounts mentioned therein except for any manifest error therein.
5. The Borrower who are liable to deduct the TDS, must pay TDS as per applicable rate for the interest and fees being paid to the Bank. Borrower must deposit the TDS amount so due into the government account within the due date prescribed. Once returns are filed, borrower must submit request letter along with TDS certificates in Form 16A generated from the income tax website to the Bank. Original TDS certificate should be submitted for claiming the refund.
6. The Borrower understands, acknowledges and agrees that the Facilities are uncommitted facilities, are callable by IDFC Bank on demand and may be cancelled and repudiated in part or in entirety by IDFC 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.
7. Borrower agrees that if he/ she avails any loan from the Bank then the PDC/SI/ECS/NACH 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 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 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.
8. Notwithstanding anything stated in any document, the continuation of the Loan shall be at sole an absolute discretion of the Bank and the Bank at any time in its sole discretion and without assigning any reason call upon the Borrower to pay the Outstanding Balance and upon such demand by the Bank, the Borrower shall, within hours of being so called upon, pay the whole of the Outstanding Balance to the Bank without any delay or demur.
9. The Bank may at its own discretion and upon Borrower's request, also finance the Borrower for the insurance premium of insurance policy taken by Borrowers as per Borrower's own wish from any insurance company of Borrower's choice, which sum(s) shall be added to the principal amount under the Loan and all the terms and conditions shall be additionally applicable thereto. All expenses, charges, fees, taxes etc., as applicable on any such insurance shall be incurred and paid by the Borrower, however, in case paid by the Bank on Borrowers behalf, the Borrower shall reimburse the same to the Bank within 24 hours of the Bank's demand. The Borrower shall instruct the insurance company to add the Bank as loss payee in any such insurance policy.
10. I hereby provide the consent to bank to pull my KYC details from CERSAI & PAN details from NSDL as and when required by the Bank for the compliance.

11. The Borrower shall furnish and create such security from time to time in favour of or for the benefit of the Bank, of such value, in such form and in such manner, as may be deemed fit by the Bank, forthwith upon so required by the Bank. the Bank shall also have the right to stipulate any other and further terms and conditions that it may deem fit at any time prior to or after the grant of the Loan, which shall be binding on the Borrower.
12. Each of the Borrowers represent(s) and warrant(s) that (which shall be deemed to have been repeated to the Bank on the date of Disbursement and on each date thereafter till entire repayment) : (a) The Borrower is a citizen of India and a major (in terms of age) and is of sound mind and is competent to contract and enter into and perform his/her obligations contemplated under this document/other document/in respect of the Loan; (b) There is no impediment or restriction, whether under law, judgment, order, award, contract or otherwise, for any of the Borrowers entering into and/or performing any of the transactions contemplated by this/other documents/in respect of the Loan and all approvals and consents, wherever necessary have been duly obtained and are and will continue to be in full force; (c) The execution hereof constitutes legal, valid and binding obligations of the Borrower. (d) That there is no Event of Default existing; (e) All declarations made by Borrower are true and complete and no material information has been suppressed /withheld. (e) The Borrower(s) agree that if there are two or more Borrower(s), the Borrower(s) liabilities under this Loan terms and conditions shall be joint and several.
13. Related Party Transactions
 - a. Borrower represents and warrants that except to the extent disclosed to the Bank:
 - i. 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;
 - ii. 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.
 - iii. 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.
14. The Borrower agree that all amounts payable by the Bank and/or Borrower to the Bank shall be payable and be paid at the branch location or such other place where the Bank operates and the same to be decided by the Bank at its discretion and all the terms and conditions so far as a possible shall be per formed and carried out at the location.
15. Borrower is aware that penal charges means charges which the Bank shall impose for delay in payments by the Borrower. Said 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. Negative Covenants : The Borrower covenants and agrees that, save and except with the prior, specific and express written consent of the Bank, the Borrower shall not ; (a) create, assume or incur any further indebtedness to any person; or lend or advance any amounts to any person; or undertake any guarantee or security obligations; (b) except in favour of the Bank, sell, license, let lease, transfer, alienate, dispose of in any manner whatsoever, surrender or otherwise encumber any of its assets, rights, title or interest, receivables, or any part thereof; or create, facilitate or permit to exist any charge, encumbrance or lien of any kind whatsoever over any of its property or grant any option or other right to purchase, lease or otherwise acquire, any such assets or part thereof; (c) permit of effect any direct or indirect change in the legal of beneficial ownership or control; (d) Change /cease/retire from/terminate/resign from the present employment/profession /business disclosed in the Applications; or change, terminate or open any bank account.
16. **Business Correspondent (BC)** – Customers sourced through BC shall be the Borrowers of the Bank and Bank shall be responsible to address the grievances of the Borrowers in relation to acts and omission of the said BC.

17. The Bank shall have a right to sell or transfer (by way of assignment, securitization or otherwise) whole or part of the Loan and outstanding amounts under the Loan or any other rights under this Agreement or any other document pursuant hereto to any person in any manner or under such terms and conditions as the Bank may decide in its sole discretion. The Borrower shall not transfer or assign the rights under this Agreement without previous written consent of the Bank. The Borrower hereby accords its consent to the Bank for transfer of the Bank's rights and obligations under this Agreement and other financing documents to any Person at the Bank's sole discretion. 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.

18. Event of default

18.1 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:

18.2 The Borrower fails to pay to the Bank any amount when due and payable under these Terms and Conditions.

18.3 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.

18.4 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.

18.5 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.

18.6 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.

18.7 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.

18.8 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.

18.9 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.

18.10 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.

18.11 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.

18.12 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.

18.13 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.

18.14 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.

18.15 If the Borrower fails to adhere and/or breaches any applicable laws, regulations in connection with this Agreement.

18.16 if the loan amount is used for investment made in shares, debentures, advances and inter-corporate loans/deposits to other companies (including subsidiary companies) and for any improper / illegal / unlawful /speculative/capital market related activities neither for purchase of gold in any form including primary gold, gold bullion, gold jewelry, gold coins, units of Gold Exchange Traded Funds (ETF) and units of gold Mutual Funds.

19. SET OFF

In the event of non-payment of the Indebtedness, the Bank may apply all sum(s) from time to time standing to the credit of any account in the name of the Borrower or any other account of which the Borrower is the beneficial owner maintained with the Bank of any of its branches wherever situated irrespective of the title of any such account or the currency in which any such account may be denominated in or towards satisfaction of the Indebtedness and sign all such documents as may be required to effect such application and the Bank shall have a paramount right of lien & set off on all securities, documents etc of the Borrower and all monies which may now or hereafter be payable by the Bank to the Borrower for any reason or purpose whatsoever.

20. The Borrower understands that, 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.
21. 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.
22. Notwithstanding anything to the contrary in this document or any other document or any other document/arrangement : (i) in respect of all and any of Borrower's present and future liabilities to the Bank, its affiliates, group entities, associate entities, parent, subsidiaries, any of their branched (collectively "Relevant Entities"), whether under this document or under any other obligation/loan facilities/borrowing/document, whether such liabilities are/be crystallized, actual or contingent, primary of collateral or several or jointly with others, whether in same currency or different currencies, whether as principle debtor and/or as guarantor and/or otherwise howsoever (collectively "Liabilities"), each of the Bank and the Relevant Entities shall in addition to any general lien or similar right to which any of them as bankers may be entitled by law, practice, custom or otherwise, have a specific and special lien on all the Borrower's present and future stocks, shares, securities, property, book debts, all moneys in all accounts whether current, savings overdraft, fixed or other deposits, held with or in custody, legal or constructive, with the Bank and/or any Relevant Entities, now or in future, whether in same or different capacity of the Borrower, and whether severally or jointly with others, whether for any banking relationship, safe custody, collections, or otherwise whether in same currency or different currencies; and (ii) the Bank and the Relevant Entities shall be deemed to have and hold and continue to have first charge on any assets including on any assets including any deposit on which security has been/will be created in respect of the Loan, as security also for any of the other Liabilities and all the rights and powers vested in the Bank in terms of any security or charge created for the Loan shall be available to the Bank and/or the Relevant Entities also in respect of such other Liabilities, irrespective of the fact whether the Loan is at any time outstanding, repaid or satisfies or not and even after the Loan has been repaid or prepaid.
23. The Bank shall at any time, without any consent of or notice to the Borrower (s) be entitled to securitise, sell assign, discount or transfer all or any part of the Bank's rights and obligations under the Loan, this document or any other document, to any person (s) and in such manner and on such terms as the Bank may decide. Borrower shall not be entitled to directly or indirectly assign or in any manner transfer, whether in whole or part, any rights, the benefit or obligation under the Loan, this / other document.
24. The Bank 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 receiving 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.
25. **Recovery Agent** - 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 select) to contact Borrower (including any person related to the Borrower(s) and disclose all necessary and relevant information pertaining to the Borrower(s)
26. The Bank shall be entitled at its discretion to engage/avail of, at the risk and cost of the Borrower, services of any person/third party service provider/agent/ agency, for anything required to be done for/in relation to/pursuant to the Loan, including collections, recovery of dues, enforcement of security, getting or verifying any information of the Borrower/assets, and any necessary or incidental lawful acts /deeds/matters and things connected thereto, as the Bank may deem fit. Pre-EMI will be calculated if case is disbursed after 20th of any month. Ex: If case is disbursed on 21st Jan'24, Pre-EMI will be calculated from 21st Jan'24 to 4th Feb'24. Pre-EMI if applicable will be added to the actual EMI.
27. 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/HUF/limited liability partnership firm, none of the partners or members of the HUF 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/HUF/ limited liability partnership firm, none of the partners or members of the HUF, is a specified near relation of any senior officer of the Bank, and (c) where the Borrower is a joint stock company, none of its directors, is a specified near relation of any senior officer of the Bank. The Borrower agrees that the bank has an unconditional right to revoke and/or recall the entire loan facility if the disclosure as mentioned in this clause is found to be false.
28. 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.
29. 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

30. Borrower understands and acknowledges that there are inherent risks involved in sending the instructions/communications/documents to the Bank via emails and hereby agree and confirm that all risks shall be fully borne by him and he assumes full responsibility for the same. He will not hold the Bank liable for any losses or damages including legal fees arising owing to any miscommunication or technological error beyond the control of the Bank. Bank shall be responsible to ensure the authenticity, validity, or source of any instructions/documents and shall be liable if any instructions/documents turned out to be unauthorized, erroneous, or fraudulent.

31. CONCEPTS & ILLUSTRATIONS ON DUE DATES AND SPECIFICATION OF SMA /NPA CLASSIFICATION DATES

- 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.
- 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.
- Non-Performing Asset (NPA)** - is a loan or an advance where
 - interest and /or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan.
 - the account remains 'out of order' as indicated below in respect of an Overdraft/Cash credit (OD/CC).
- "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 01.02.201, the remaining amount will be treated as recovery towards due of 01.03.2021
- 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.
- Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA)** – Lending institutions will recognize the incipient stress in loan accounts, immediately on Default, by classifying them as Special Mention Accounts (SMA) The basis of classification of SMA /NPA Category shall be as follows:

Loans other than revolving facilities		Loans in the nature of revolving facilities like cash credit/overdraft	
SMA Sub-categories	Basis for classification - Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification - Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA-0		Upto 30 days	SMA-0
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

- Out of Order** - An account shall be treated as 'out of order' if
 - the outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit /drawing power for 90 days or
 - 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.

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	categorization	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		D u e s o f 01.02.2022 not fully paid 01.03.2022 is also due at EOD 01 .03.2022	29	SMA-O	01.02.2022		
		D u e s o f 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		
		D u e s o f 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 d u e s o f 01 . 02 . 2022 , 01.03.2022	60	SMA 1	01 .02.2022 03.03.2022		
		and amount due on 01.4.2022 at EOD 01.04.2022					
		No payment of d u e s o f 01.02.2022 till 01.04.22 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 01.05.22 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.

32. DISCLOSURE/SHARING OF INFORMATION

a) 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.

b) The Bank will limit the collection and use of customer information only on a need-to-know basis to deliver better service to the customers. The Bank may use and share the information provided by the Customers 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 Customers regarding any problem with, or the expiration of, such services. In this regard, it may be necessary to disclose the customer information to one or more agents and contractors of the Bank and their sub-contractors, but such agents, contractors, and sub-contractors will be required to agree to use the information obtained from the Bank only for these purposes. The customer authorizes the Bank to exchange, share, part with all information related to the details and transaction history of the customer to its Affiliates/ other banks/ financial institutions/ credit bureaus/ agencies/ participation in any telecommunication or electronic clearing network as may be required by law, customary practice, credit reporting, statistical analysis and credit scoring, verification or risk management or any of the aforesaid purposes and shall not hold the Bank liable for use or disclosure of this information. The Bank values your relationship and will at all times strive to ensure your privacy.

33. **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, national emergency, or any other similar causes.

34. Governing Law, Jurisdiction and Arbitration:

1. The Parties agree that this agreement shall be governed with 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 ODR platforms (Designated Institution) 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.
35. The Bank shall have the right to not return the Application, the photographs, information and documents submitted by the Borrower. the Bank shall, without notice to or without any consent of the Borrower, be absolutely entitled and have full right and authority to make disclosure of any information relating to Borrower including personal information, details in relation to documents, Loan, defaults, security, obligations of Borrower, to the Credit Information Bureau of India (CIBIL) and/or any other governmental / regulatory / statutory or private agency/entity, credit bureau, RBI, the Bank's other branches/subsidiaries/affiliates/rating agencies, service providers, other banks/financial institutions, and third parties, any assigns/potential assignees or transferees, who may need the information and may process the information, publish in such manner and through such may be deemed necessary by the publisher/the Bank/RBI, including publishing the name as part of willful defaulter's list from time to time, as also use for KYC information verification, credit risk analysis, or for other related purposes. In this connection, the Borrower waives the privilege of privacy and privity of contract. the Bank shall have the right, without notice to or without any consent of the Borrower, to approach, make enquires, obtain information, from any person including other banks/finance entities/credit bureaus, Borrower's employer/family members, any other person related to the Borrower, to obtain any information for assessing track record, credit risk, or for establishing contact with the Borrower or for the purpose of recovery of dues from the Borrower.
36. Any notice, approvals, instructions, demand and other communications given or made by the Bank shall be deemed to be duly given and served if send by Normal post, courier, registered post, facsimile electronic mail, personal delivery, sms or by pre-paid registered mail addressed to the Borrower's address, phone/ mobile number, fax number or email as given in the Applications (or at the address changed on which the Bank's acknowledgment is duly obtained as hereinafter mentioned) such notice and service shall be deemed to take effect on the third working day following the date of posting thereof in case of normal post, courier, registered post, at the time of delivery if given by personal delivery, upon receipt of a transmission report if given by facsimile, upon sending the electronic mail or sms if given by electronic mail or sms. The Borrower undertakes to keep the Bank informed at all times in writing of any change in the mailing address, email id, phone and mobile number (s) as provided in the Applications and to obtain the Bank's written acknowledgment on the intimation given to the Bank for any such change.
37. Notwithstanding anything contained in the loan transaction documents, IDFC FIRST Bank hereby confirms that IDFC shall not levy any penal interest. Bank shall levy only penal charges as mentioned in Schedule of charges/KFS.

38. The para banking services provided by the Bank to the Borrowers for financial products shall be strictly on a non-risk participation basis.
39. 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.
40. Bank may receive the commission / fees for solicitation of insurance products (if any) and same will be available on Bank website <https://www.idfcfirstbank.com/personal-banking/investments-and-insurance> under Insurance Tab
41. Entire Agreement & Counterpart - The Parties confirm that this Agreement and its Schedule & the relevant Annexure(s) 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.

Schedule of Charges (SOC)

I/We refer to the application form number _____ dated _____ submitted by me/us to IDFC FIRST Bank Limited I/We have been provided and the following information and have accordingly filled up to aforesaid

Loan Details		Rate and Charges	
Name of Applicant		Fixed ROI	
Name of Co-applicant		Loan Amount (A)	1,50,000.00
Loan Account Number		Processing Fees	3,000
Tenure (in months)		GST on above	540
No. of EMIs		Life Insurance Premium (including GST)	2,240.00
EMI Amount		General Insurance Premium (including GST)	0.00
Loan Purpose/End Use	Home Purchase/ Renovation	Stamp Duty Charges (if applicable)	0.00
EMI Pickup/Collection Charges	INR 500 + GST as applicable	Total Charges Deducted (B)	5,780.00
Penal Charges for delay of payment	12% p.a. (1% p.m.) of the unpaid EMI or Rs. 300 whichever is higher, No GST will be applicable	** Tentative Foreclosure Amount of existing loan (C)	56,136.00
EMI Bounce Charges	12% of EMI bounced with minimum charge of Rs. 400 & maximum of Rs. 1000 (excluding GST)	* Net Disbursement Amount (A-B-C)	88,084.00
Foreclosure not allowed before Lock-in Period	180 days	Repayment Mode	NACH
Foreclosure charges (Wherever applicable)	5% of Principal Loan Outstanding + GST as applicable	Repayment Frequency	Monthly

Part Payment Charges	Part Payment shall be permitted only after payment of 9 EMIs. Part payment charges shall be applicable on the part payment amount as follows: 5% for payments made between 10th to 24th EMI, 4% between 25th to 36th EMI, and 3% from 37th EMI onwards. Part payment shall be allowed up to a maximum of 25% of the Principal Outstanding (POS) at the time of such payment. Such part payment shall be permitted only once in a period of 12 months and not more than twice during the entire loan tenure. Part payment shall be made solely from the borrower's own funds.
Loan Cancellation Charges	Loan can be cancelled within first 15 days from disbursal date at no charges. Post 15 days of freeloop period – Loan is locked for 6 months, after which foreclosure norms/charges will apply.
Overdue Handling Charges (Delinquent Accounts)	1.INR 750 (Excluding GST) where a notice has been delivered at the communication address and a paper publication is not required; 2.INR 1,700 (Excluding GST) where no notice has been delivered at the communication address and the paper publication is to be done; 3.INR 300 (Excluding GST) charge for sending auction notice over and above the preceding points 1 and 2; 4.INR 200 (Excluding GST) for sending Loan Recall notice over and above the preceding points 1 and 2;
Collection Legal Charges	Collection Legal charges are levied to cover the costs, charges, expenses and other monies that may have been expended in connection with recovery of dues from a defaulting customer. Charged on actuals
Technical Bounce Charges	Charge rates would be same as applicable under EMI bounce charges.

*Interest (if any) will be deducted from Net Disbursement Amount

*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)

** Foreclosure amount (if any) would be deducted from Net Disbursement Amount.

*** 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.

I/We hereby confirm having received a copy of Sanction Letter and copy of Loan agreement governing loan from IDFC FIRST Bank Limited and further confirm that I/We have read and understood the same.

1. I/We are aware that this document/Application 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.
2. Electronic communications shall be deemed to have been received by me/us, when the said electronic communication is sent to the email address / mobile number / details provided by me/us or any other third party. I/We shall not hold Bank or Banks business partners/ service providers/ authorized third parties responsible for any such communications received from Bank/ its business partners/ service providers/ authorized third parties, nor will any such communication amount to spam, unsolicited communication or a violation of my/our registration on the national do not call registry.
3. I/We hereby expressly acknowledges and confirms that the I/We have read, verified, understood, irrevocably agreed to and accepted and delivered all the contents /terms and conditions contained in the Application Form, Key Fact Statement, (collectively, "Loan Documents") online by **ticking / clicking / checking the "I Agree" or "I Agree and Accept" or any similar icon/tab/option on the online system / Website / portal / platform of Merchant/ its agent/ service provider / partners** as well as by entering the one time password ("OTP") provided to the my/our mobile number registered with the Bank, and that there is no requirement of my/our any other signature or physical signature on the Loan Documents or of the my/our signing the Loan Documents in physical form. I/We also acknowledges that the execution of the application would be complete only once the same is accepted by the Bank. The Bank shall be deemed to have accepted and signed this document online by way of sending an email/ letter/SMS through its officer to me/us and attaching therewith the copy of this document.

4. I/We undertake and declare that if there are any changes in the particulars and information given by me/us while availing the Loan facility, I/We shall within 30 days from the date of any such change in the particulars and information shall disclose the details of such changes to the Bank without withholding the same.
5. 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 thirdparty 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.
6. 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 Bank website <https://www.idfcfirstbank.com/personal-banking/investments-and-insurance> under Insurance Tab
7. The aforesaid terms will be valid for a period of 15 working days from Loan Application creation date.

Please read carefully before signing

Signature of Applicant

Signature of Co-Applicant

Date _____ Place _____

Note: Please do not issue blank cheque(s). The cheque(s) should be account payee only. The cheque(s) should be in favor of IDFC FIRST Bank Limited for Loan A/c of

Authorised Officer Name _____ Authorised Officer Employee ID _____

IDFC FIRST Bank Customer Care Number: