

RO EMP ID OFF537526

SM EMP ID K12357

AH EMP ID P14267

ZH EMP ID A12522

**A. PERSONAL DETAILS(Leave space between two words)**

Applicant Name  Co-Applicant Name

Applicant Name **SAKTHIVEL S**

Beneficiary Name

Beneficiary Relation

Father's / Husband's Name

Date of Birth/ Incorporation 15 05 1968

Gender M

Status  Single  Married

No. of Dependents

PAN No. EOJPS3922G

Educational Details  Under Grad.  Graduate  Post Grad. & abv.  Others

Vehicles  2 W  4 W  Both

Aadhar No.

Reference Name SUSEELA S

Contact No. 9976911648

Present Address 45 Nadar Street -2,Coimbatore,VAISIYAL VEETHI

(Residence)

Landmark NEAR DHARMARAJA TEMPLE

City COIMBATORE

PIN Code 641001

State TAMIL NADU

Tel (R)

Mobile No. 9942820700

E-mail ID sakthivels15051968@gmail.com

Present Address is  Owned  Parental  Company Provided

**B. OCCUPATION DETAILS**

Occupation  Salaried  Self Employed  Self Employed Professional  Retired  Housewife  Student  Other

If self employed Professional  Doctor  CA/CS  Consultant  Architect  Lawyer  Other

Type of Company  Pvt Ltd.  Partnership  Proprietor  public Ltd.  Retailers  PSU  Govt.  MNC  Other

Type of Industry  Automobiles  Agriculture  Banking  BPO  Capital Goods  Telecom  IT  Retail  Real Estate  Consumer Durables  FMCG  NBFC  Marketing/Adv.  Pharma  Media  Other

Employer / Business Details Designation: OWNER Exp in Current Job/Business Yrs Months Total Exp in Job/Business More than 10 years

Company / Employers name OWN BUSINESS

Company / Employers VAISIYAL VEETHI ,COIMBATORE

Address

Landmark NEAR MUNIYAPPAN TEMPLE

City COIMBATORE

PIN Code 641001

State TAMIL NADU

Tel (0)

Official E-mail ID sakthivels15051968@gmail.com

Net Salary / Net Income: 300000

Other Income:

**C. SCHEDULE OF CHARGES / IMPORTANT TERMS & CONDITIONS**

G. I / We: (1) shall advise the HDFC Bank Ltd. (Bank) in writing for any change in my / our residential or employment address. (2) hereby authorize and give consent to the Bank to disclose, without notice to me/us, information furnished by me / us in the application form(s) / related documents executed / to be executed in relation to the facilities to be availed by me / us from the Bank, to the Bank's other branches / subsidiaries / affiliates / Credit Bureaus / Rating Agencies, Services Providers, Banks / Financial Institutions, Governmental / Regulatory authorities or third parties for information verification, credit risk analysis, or for other related purposes that the Bank may deem fit. I / We waive the privilege of privity of contract. (3) shall credit all sums received by you in either or all the names of this account. (4) hereby confirm having received, read and understood the terms and conditions applicable to this loan and accept the same. (5) hereby unconditionally, agree that these terms and conditions may be changed by the Bank at any time and I/We will be bound by the amended terms and conditions. (6) Confirm that I/We are citizen of India.

H. DO NOT CALL REGISTRY: I understand that in case I do not wish to receive promotional information through telephone calls/email/sms on products and services not currently availed by me, I can register for "Do Not Call" services through the Bank's website www.hdfcbank.com or through PhoneBanking or other channels that the Bank may offer. I agree that this service will not apply to receipt of advice and information regarding products and services currently availed by me, to help me in fully realising the benefits of the range of financial solutions designed to make my banking relationship value added and more convenient

I/We have read and verified the entire contents of the aforesaid Loan Application Form including the information, the Most Important Terms and Conditions, Schedule of Charges and I/We hereby irrevocably represent, confirm and declare that all the information given thereunder are completely true and correct and further agree, acknowledge, accept and confirm the same.

Applicant's/Co-applicant's Signature

Merchant/Stamp/Signature



Name: SAKTHIVEL S Date: Place:

Merchant Name: GATEWAY COMPUTERS & ELECTRONICS

Address: NO 69 100 FEET RD GANDHIPURAM COIMBATORE COIMBATORE

**Bank & Department Details:**

Bank A/c No. 1120155000185785 MICR 641053002 IFSC Code KVBL0001120

Bank Name KARUR VYSYA BANK

Branch & Address COIMBATORE MAIN

First EMI Cheque no.

Security Cheque no. 1

Security Cheque no. 2

**KEY FACT STATEMENT:**

	Main Product 1	Main Product 2	Main Product 3	Main Product 4	Main Product 5
<b>Manufacture</b>	LENOVO	ICICI LOMBARD GIC LTD	-	-	-
Category	LAPTOP-LENOVO	EMI PROTECT-ICICI LOMBARD GIC LTD	-	-	-
Model	LAPTOP-LENOVO	12 MONTHS EMI PROTECT 999	-	-	-
Invoice Amount	41000	999	-	-	-
Subvention Amount	-	-	-	-	-
Loan/Principal Amount(Rs.)	41000	999	-	-	-
ROI PA	29.0	20.0	-	-	-
Tenure	8	8	-	-	-
EMI Amount (Rs.)	5698	134	-	-	-
Advance EMI	-	-	-	-	-
PF	749	-	-	-	-
Margin Money	-	-	-	-	-
Customer Margin Money	-	-	-	-	-
Total Final Advising Margin Money	-	-	-	-	-
Stamp Duty	20	-	-	-	-
<b>ADLD</b>					
Service Provider	-	-	-	-	-
Loan/Principal Amount(Rs.)	-	-	-	-	-
EMI Amount (Rs.)	-	-	-	-	-
Advance EMI	-	-	-	-	-
<b>Screen Guard</b>					
Service Provider	-	-	-	-	-
Loan/Principal Amount(Rs.)	-	-	-	-	-
EMI Amount (Rs.)	-	-	-	-	-
Advance EMI	-	-	-	-	-
<b>Extended Warranty</b>					
Service Provider	-	-	-	-	-
Loan/Principal Amount(Rs.)	-	-	-	-	-
EMI Amount (Rs.)	-	-	-	-	-
Advance EMI	-	-	-	-	-
Total Amount to be Paid (Rs.)	45584.0	1072.0	-	-	-
Interest amount to be paid(Rs.)	4584.0	73.0	-	-	-

Sr.No.	Parameter	Main Product 1	Main Product 2	Main Product 3	Main Product 4	Main Product 5
(i)	Loan amount (amount disbursed/to be disbursed to the borrower) (in Rupees)	41000	999	-	-	-
(ii)	Total interest charge during the entire tenor of the loan (in Rupees)	4584.0	73.0	-	-	-

(iii)	Other up-front charges, if any (break-up of each component to be given below) (in Rupees)	884	-	-	-	-
(a)	Processing fees, if any (in Rupees)	884	-	-	-	-
(b)	Insurance charges, if any (in Rupees)	NA	NA	-	-	-
(c)	Others (if any) (in Rupees) (details to be provided)	NA	NA	-	-	-
(iv)	Net disbursed amount ((i)-(iii)) (in Rupees)	41000	999	-	-	-
(v)	Total amount to be paid by the borrower (sum of (i), (ii) and (iii)) (in Rupees)	41884	-	-	-	-
(vi)	Annual Percentage Rate - Effective annualized interest rate (in percentage)	NA	NA	-	-	-
	(Computed on net disbursed amount using IRR approach and reducing balance method)	-	-	-	-	-
(vii)	Tenor of the Loan (in months/days)	8	8	-	-	-
(viii)	Repayment frequency by the borrower	Monthly	Monthly	-	-	-
(ix)	Number of instalments of repayment	8	8	-	-	-
(x)	Amount of each instalment of repayment (in Rupees)	5698	134	-	-	-

Details about Contingent Charges

(xi)	Rate of annualized penal charges in case of delayed payments (if any)- Delayed instalment payment charge of Rs. 550/- on outstanding amount, cheque bounce charges Rs. 450/- plus all applicable government levied taxes	Delayed instalment payment charge of Rs. 550 plus all applicable government levied taxes Cheque Bounce charges Rs 450/- plus all applicable government levied taxes	Delayed instalment payment charge of Rs. 550 plus all applicable government levied taxes Cheque Bounce charges Rs 450/- plus all applicable government levied taxes	-	-	-
------	--	--	--	---	---	---

Other disclosures

(xii)	Cooling off/look-up period during which borrower shall not be charged any penalty on prepayment of loan	3 days	3 days	-	-	-
(xiii)	Details of LSP acting as recovery agent and authorized to approach the Borrower	NA	NA	-	-	-
(xiv)	Name, designation, address and phone number of nodal grievance redressal officer designated specifically to deal with FinTech/ digital lending related complaints/ issues- As communicated separately	Nodal Officers <a href="http://hdfcbank.com">hdfcbank.com</a>	Nodal Officers <a href="http://hdfcbank.com">hdfcbank.com</a>	-	-	-

Preclosure charges : 3% on the outstanding amount plus applicable taxes

**Note: Cheque favouring "HDFC Bank Ltd Consumer Durable Loan"**

EMI payment due date will be determined basis the Loan booking date period as given below.

Loans boarded between 1st-20th will have 5th of following month as Payment Due Date

E.g. Loan Boarding - 10th May; Payment Due Date - 5th Jun

Loans boarded between 21st-31st will have 5th of subsequent month as Payment Due Date.

E.g. Loan Boarding - 23rd May; Payment Due Date - 5th Jul

The actual EMI start date will be communicated separately through the repayment schedule post loan booking. The EMI end date will be in accordance with the tenure selected by the borrower.

**ANNEXURE**

**Additional Schedule cum Key Fact Statement**

This additional Schedule / Key fact statement shall be in addition to and not in derogation of the commercials covered in the existing Schedule / Key fact statement of the loan agreement and that the details incorporated in this additional Schedule / Key fact statement shall be deemed to be part of the loan agreement and are deemed to be replicated in the said loan agreement.

**Concepts / Clarifications / Illustrative examples**

**Dues:**  
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:**  
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.

**Relevance of the Principle of 'First In First Out' (FIFO) 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 *lor* 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 I 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 than 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.

**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:

Loan in the nature of Term Loans		
SMA Sub-categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories
SMA-0	Upto 30 days	
SMA-1	More than 30 days and upto 60 days	SMA-1
SMA-2	More than 60 days and upto 90 days	SMA-2

**Non-performing Asset:**

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,

**Illustrative movement of an account to SMA category to NPA category based on delay / nonpayment 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 / SMA class date	NPA categorization	NPA Date
01.01.2022	01.01.2022	Entire dues upto 01.01.2022	0	NIL	NA	NA	NA
01.02.2022	01.02.2022	Partly paid dues of 01.02.2022	1	SMA-0	01.02.2022	NA	NA
01.02.2022	02.02.2022	Partly paid dues of 01.02.2022	2	SMA-0	01.02.2022	NA	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-0	01.02.2022	NA	NA
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA-0	01.03.2022	NA	NA
		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	NA	NA
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not fully paid at EOD	1	SMA-0	01.03.2022	NA	NA

		01.03.2022					
01.04.2022		No payment of dues of 01.02.2022, 01.03.2022 and amount due on 01.04.2022 at EOD 01.04.2022	60	SMA1	01.02.2022 / 03.03.2022	NA	NA
		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	NA	NA
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	NA	NA
		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022	91	NPA	NA	NPA	02.05.2022
01.06.022	01.06.022	Fully paid dues of 01.02.2022 at EOD 01.06.022	93	NPA	NA	NPA	02.05.2022
01.07.022	01.07.022	Paid entire dues of 01.03.2022 & 01.04.2022 at EOD 01.07.2022	62	NPA	NA	NPA	02.05.2022
01.08.022	01.08.022	Paid entire dues of 01.05.2022 & 01.06.2022 at EOD 01.08.2022	32	NPA	NA	NPA	02.05.2022
01.09.022	01.09.022	Paid entire dues of 01.07.2022 & 01.08.2022 at EOD 01.09.2022	1	NPA	NA	NPA	02.05.2022
01.10.022	01.10.022	Paid entire dues of 01.09.2022 & 01.10.2022	0	Standard Account with No Over dues	NA	NA	STD from 01.10.2022

I/we also understand that the aforesaid few examples are illustrative and not exhaustive in nature covering common scenarios, and that, the IRACP norms and clarifications provided by RBI on the subjects referred above will prevail

#### TERMS AND CONDITIONS FOR CONSUMER DURABLE AND LIFESTYLE PRODUCT LOAN

HDFC Bank Limited ("Bank") has agreed to sanction the Consumer Durable and Lifestyle Product Loan ("Loan") to you ("Borrower") on the basis of and subject to the terms and conditions set out below. The Schedule of charges shall form an integral part of the terms and conditions:

##### 1. GRANT OF THE LOAN

- 1.1. At the request of the Borrower, the Bank has agreed to provide the Loan to be utilized solely toward purchase of consumer durable products not including jewellery or any other products the purchase of which is not eligible for bank finance ("Product(s)"). Without prejudice to the generality of the foregoing, the Borrower shall not utilize the proceeds of the Loan for any purpose which is in violation of applicable law.
- 1.2. The Loan shall be provided only existing customer of the Bank holding either a debit card or a credit card issued by the Bank and who the Bank, in its sole discretion, determines are eligible for the grant of the Loan. Notwithstanding anything contained herein, the Bank reserves the right to offer the Consumer Durable and Lifestyle Product Loan to persons who are not customer of the Bank and who the Bank may determine, in its sole discretion, as eligible for the grant of the Consumer Durable and Lifestyle Product Loan.
- 1.3. Such Loan shall be disbursed by directly disbursing the Loan to the merchant either directly or through any intermediary with merchant. It is clarified that, the Loan disbursed by the Bank in either of the aforementioned modes shall be deemed to be a disbursement by the Bank to the Borrower.
- 1.4. The Borrower acknowledges and agrees that the aforesaid Loan amount is of a non-revolving nature and once used will not once again become available on repayment of the Loan or any part thereof.

##### 2. PAYMENT OF PRINCIPAL AND INTEREST

- 2.1. The Borrower hereby agrees to make payment of the principal amount due on the Loan along with interest computed at the Fixed Rate of Interest in the form of equated monthly installments ("EMIs") through the tenure of the Loan which tenure has been explicitly opted by the Borrower. It is agreed and understood by the Borrower that the obligation of the Borrower to pay the EMI is absolute and unconditional and there shall be no amendment to the schedule of the EMI payable to the Bank.
- 2.2. The borrower shall provide irrevocable standing instructions for facilitating the payment of the EMIs in respect of the Consumer Durable and Lifestyle Product Loan (as the case may be) on the relevant due dates. The Borrower undertakes to have and maintain sufficient balance in the savings account maintained with the Bank in respect of which the Loan linked standing instructions or the Consumer Durable and Lifestyle Product Loan linked standing instructions (as the case may be) have been provided for the payment of the EMI (on either the Consumer Durable and Lifestyle Product Loan, as the case may be) on any of the due dates. If any payment of the EMI which is to be made by the Borrower under either the linked standing instructions or the Consumer Durable and Lifestyle Product Loan linked standing instructions (as the case may be), is not made on the relevant due date for any reason whatsoever, the Bank, may without prejudice to the other rights available to it hereunder or under applicable law, block the usage of any or all Bank issued cards (where applicable) held by the Borrower.
- 2.3. Notwithstanding anything contained in clause 2.2 above, Where the Borrower (in respect of the Consumer Durable and Lifestyle Product Loan) immediately before availing of the Loan is not a Customer of the Bank, such Borrower shall provide irrevocable electronic clearing system ("ECS") mandates as acceptable to the Bank for facilitating the payments of the EMIs in respect of which the Consumer Durable and Lifestyle Product Loan linked ECS mandate has been provided for the payment of the EMI (on the Consumer Durable and Lifestyle Product Loan) on the relevant due dates. When any ECS mandate so provided by such Customer is not honoured on the relevant due date for any reasons whatsoever, the Bank, may without prejudice to the other rights available to it hereunder or under applicable law, block the usage of any or all Bank issued cards (Where applicable) held by the Borrower.
- 2.4. The Borrower shall not be entitled to make any prepayment of the principal amount due on the Loan unless demanded by the Bank in terms of Clause 2.6 (Payment of Principal and Interest). Below Without prejudice to the preceding sentence and any other rights which the Bank may have on a breach thereof, any prepayment made by the Borrower shall attract the foreclosure charges set out in the Schedule of Charges which the Borrower shall be bound to pay over and above any other amounts payable by the Borrower under the terms hereof.
- 2.5. The Bank shall have the right to vary the Interest Rate from time to time, at its, sole discretion or as per the guidelines rules / regulations / laws issued by the Reserve Bank of India. In the event that the Interest Rate is varied as aforesaid, the Bank shall furnish to the Borrower a revised computation of the EMIs and the Borrower undertake to pay the EMIs as re-calculated by the Bank to adjust for the change in the Interest Rate.
- 2.6. Notwithstanding anything to the contrary contained herein, The Borrower acknowledges and agree that the Bank may in its sole and absolute discretion and without assigning any reason therefor make a demand on the Borrower at any time to forthwith repay all or part of the amounts outstanding in relation to the Loan and the Borrower shall be bound to make payment of such amounts demanded forthwith.
- 2.7. The cancellation of the transaction for the purchase of the Product for which Loan has been utilized either by the Borrower or the merchant concerned shall lead to an automatic cancellation of the entire Loan and all amounts due from the Borrower in respect of the Loan shall forthwith become due and payable to the Bank. It is further clarified that amounts already paid towards interest on the Loan shall not be reversed or repaid by the Bank to the Borrower.
- 2.8. Without prejudice to Clause 2.2 (Payment of Principal and Interest) and 2.3 (Payment of Principal and Interest) above and Clause 9.3 (Set-off and Lien) below, the Borrower hereby irrevocably and unconditionally authorizes and instructs the Bank to debit any and all of the accounts maintained by the Borrower with the Bank (including without limitation fixed deposit accounts) in respect of any amounts which are or become due

from the Borrower to the Bank in terms hereof.

### 3. OTHER PAYMENTS

3.1 In the event of the occurrence of an Event of Default, in relation to the Loan, the Borrower shall be required to make payment of the default interest as provided in the Schedule of Charges compounded monthly, calculated on the amounts outstanding, up to the earlier of: (a) the date such Event of Default is cured or (b) all amounts outstanding from the Borrower are repaid to the Bank.

3.2 The Borrower hereby agrees to make payment of all the fees and charges specified in the Schedule of Charges/ Key Fact Statement (along with any taxes applicable thereto including, without limitation, service tax, goods and services tax (once applicable) and any other similar taxes).

3.3 The Borrower shall bear and pay all costs, expenses, fees, taxes (as applicable from time to time), duties (including stamp duties), charges and other imposts and obligations, existing as well as future, which may become payable by the Bank in respect of the Loan, including without limitation (a) the execution, delivery and performance of any documentation in relation to the Loan, (b) the servicing and administration of the Loan; and (c) the enforcement of the Bank's rights in respect of the Loan.

### 4. REPRESENTATIONS AND WARRANTIES

4.1 The Borrower hereby represents and warrants on the date of these presents and thereon on each day during the continuance of the Loan that: (a) The Borrower is a citizen of India and is a person resident in India for all purposes under applicable law; (b) All information set out in these presents and furnished to the Bank in connection with the Loan, whether through physical or electronic means, is true and correct, and is not false or misleading in any manner, and (c) The Borrower competent to contract under law and the Borrower entering into and performance by the Borrower of the transactions contemplated by these presents do not and will not conflict with any applicable law or regulation applicable to the Borrower.

### 5. EVENTS OF DEFAULT

5.1 An Event Of Default shall have occurred upon the happening of any event or circumstances mentioned hereunder: (a) The Borrower does not pay, on any due date, any amount payable pursuant to these presents; (b) If any litigation, arbitration or administrative proceedings are filed against the Borrower which proceedings may in the sole opinion of the Bank adversely affect the interests of the Bank; (c) If the Borrower dies or commences a voluntary proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or admits inability to pay his/her debts as they fall due, or consents to the entry of an order for relief in an involuntary proceeding under any such law, or consents to the appointment of or the taking of possession by a receiver, liquidator, assignee (or similar official) for any or a substantial part of his/her property; (d) If any representations and/or warranties contained in these presents are found to be untrue, misleading or incorrect, when made or deemed to be made; (e) If the Borrower is unable to meet any of its obligations when due to the Bank or any other bank, financial institution or other lender, and (f) Any breach of the terms and conditions contained in these presents.

5.2 On the occurrence of an Event of Default, all amounts due in respect of the Loan shall forthwith become due and payable to the Bank and the Bank shall be entitled to exercise all of its rights powers and remedies available hereunder and under law against the Borrower to recover the same.

### 6. NOTICE

6.1 All notices, approvals, instructions, demand and other communication given or made under these presents shall be in writing and may, subject to Clause 6.2 (Notices) hereof, be given by facsimile, electronic mail, by personal delivery or by sending the same by pre-paid registered mail, if to the Borrower at this address, fax number or email as provided for in the application form hereto (or such other address, fax number or email as the addressee has by 5 (Five) days' prior written notice specified to the other party) and if to the Bank, at its contact details specified on www.hdfcbank.com.

6.2 Any notice, approval, instruction, demand or other communication so addressed to the relevant party shall be deemed to have been delivered (a) if given or made by registered mail, 3 (Three) days after posting; (b) if given by personal delivery at the time of delivery; and (c) if given or made by facsimile, upon receipt of a transmission report confirming dispatch; (d) if given or made by email, upon receipt of a mail delivery report confirming receipt by the other Party. Provided that facsimile transmission or email shall be immediately on the same day followed by a copy of the notice by a reputable overnight courier.

### 7. GOVERNING LAW AND ARBITRATION

7.1 These presents shall be governed by, and construed in accordance with, the laws of India.

#### 7.2. Arbitration

(a) Subject to Clause 7.3 below, any dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, to be settled by a sole arbitrator.

(b) In case the Borrower needs to initiate arbitration proceedings, the Borrower shall request the Bank in writing for initiation of the process for appointment of sole arbitration. Upon such request from the Borrower for initiation of process of appointment of sole arbitrator or in case the Bank needs to initiate the arbitration proceedings, the Bank will issue a written notice ("Appointment Notice") to the Borrower with the name and details of the arbitrator proposed to be appointed, and in case the Borrower confirms or does not respond to the Appointment Notice within 15 (Fifteen) days of the Appointment Notice, the arbitrator named in the Appointment Notice shall stand appointed and shall be treated as appointed mutually by the Parties.

(c) However, in case the Borrower objects to the choice of the sole arbitrator proposed by the Bank in the Appointment Notice, within 15 (Fifteen) days of the Appointment Notice by a written letter to the Bank (such letter must be received by the Bank within 15 (Fifteen) days from the Appointment Notice), the Bank shall proceed for appointment of sole arbitrator as per sub-clause (d) below.

(d) Notwithstanding sub-clause (b) above and without being required to follow the requirements of sub-clause (b) above, the Bank shall (including in the event of appointment or method of such appointment through the sub-clause (b)), is held to be invalid or upon receipt of the letter from the Borrower as mentioned under sub-clause (c) above or otherwise in the discretion of the Bank), be entitled to approach any institute of arbitration or any online dispute resolution forum (such institute or forum, referred to as "Institute") requesting such Institute to appoint the sole arbitrator and the arbitration shall be conducted by the sole arbitrator appointed by such Institute. The Borrower authorizes the Bank to communicate with such Institute for such appointment of the arbitrator.

(e) The arbitration award (including any interim awards) shall be binding upon the Parties to these terms and conditions. The venue for the arbitration shall be Mumbai, India. The arbitration may be conducted online or physically, at the discretion of the Bank (and in case of the appointment of the arbitrator through the Institute, depending upon the rules of the Institute). The language of the arbitration shall be English. The cost of such arbitration shall be borne by the losing party or otherwise as determined in the arbitration award. If a Party is required to enforce an arbitral award by legal action of any kind, the party against whom such legal action is taken shall pay all reasonable costs and expenses and attorney's fees, including any cost of additional litigation or arbitration taken by the party seeking to enforce the award.

### 8. DISCLOSURE OF INFORMATION

8.1 The Borrower hereby agree and gives consent for the disclosure by the Bank of all or any such information and data relating to the Borrower, any credit facility availed of/to be availed, by him/her, and default, if any, committed by him/her, in discharge of his/her obligation, as the Bank may deem appropriate and necessary, to: (a) the Bank's employees, agents, contractors, insurance providers or third party service providers or professional advisers whether in India or outside India; (b) the Bank's head office, branches, representative offices, subsidiaries, related corporations or affiliates or group companies, in India, or overseas (c) the Reserve Bank of India or any Credit Information Company and/or any other agency authorized in this behalf by the Reserve Bank of India or any regulatory, supervisory or other authority, court of law, tribunal or person, in India or any other jurisdiction, where such disclosure is required by law, regulation, judgment or order of court or order of any tribunal; (d) any actual or potential assignee (s) or novatee (s) or transferee (s) of any rights and obligations of the Bank or other participants in any of its rights and/or obligations under these presents for any purposes connected with the proposed assignment or transfer; (e) any other bank/banking company, non-banking financial company, housing finance company or any other financial institution whether incorporated in India or not.

8.2 The Borrower further acknowledge and agree that: (a) The recipient Credit Information Company and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; (b) The recipient Credit Information Company or any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this behalf; (c) Any of the recipients of the information specified in Clause 8.1 (a) and (b) (Disclosure of Information) above may utilize the Borrower's information (including the contact information) to inform and market to the Borrower any other products and services offered by the Bank and the Borrower hereby expressly requests and solicits such communications; and (d) The Bank and / or the Reserve Bank of India will have an unqualified right to disclose or publish the name of the Borrower as a willful defaulter in such manner and through such medium as the Bank or the Reserve Bank of India in its absolute discretion may think fit.

### 9. MISCELLANEOUS

9.1 The Bank does not hold any warranty or make any representation with respect to the availability, delivery, quality, merchantability or suitability of the Products and the Bank shall not be liable for the same in any manner whatsoever.

9.2 The Bank reserves the right to revise the terms and conditions set out above, which revisions shall take effect immediately on the Borrower being notified of the same.

9.3 Any payments made by/on behalf/ for the Borrower or any realisations in relation to the Loan, security, shall be appropriated towards the Outstanding Balance and/ or Liabilities in the following order:

A. Firstly, towards payment of EMIs, within which interest first and then principal

B. Secondly, towards any charges, commissions, fees, taxes, levies (as applicable). Bank reserves the sole right and discretion to waive any applicable charges, commissions, or levies, in certain circumstances and as per applicable policies and regulatory guidelines. It is clarified that any such waiver cannot be claimed as a matter of right by Borrower or any other parties.

9.4 Set-off and Lien: Notwithstanding anything to the contrary in these presents or any other document/arrangement: (I) in respect of all and any of Borrower's present and future liabilities to the Bank, affiliates, group entities, associate entities, parent, subsidiaries, any of their branches (collectively "Relevant Entities"), whether under this document or under any other obligation/loan/facilities/borrowings/document, whether such liabilities are/be crystallized, actual or contingent, primary or collateral or several or jointly with others, whether as principal 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, collection, or otherwise, and (ii) separately, each of the Bank and the Relevant Entities shall have an express right to, without notice to and without consent of the Borrower, set-off, transfer, sell, realize, adjust, appropriate all such amounts in all accounts (whether prematurely or upon maturity as per the Bank's discretion), securities, amounts and property as aforesaid (whether ear-marked for any particular Liability or not) for the purpose of realizing or against any of dues in respect of any of the Liabilities and to combine or consolidate all or any of accounts of the Borrower and to set-off any monies, whether of same type or nature or not and whether held in same capacity or not including upon happening of any of the events of default mentioned in any of the documents pertaining to the respective Liabilities or upon any default in payment of any part of any of the Liabilities.

9.5 The Borrower agree and undertake that he/ she shall not be entitled to transfer or assign any of its rights or obligations under these presents to any person. The Borrower further agrees that the Bank may at any time transfer, assign or novate its rights, benefits or obligations herein to any person and the Borrower hereby expressly Consents to any such assignment, transfer and novation.

9.6 The provisions of these presents shall be severable and any provision hereof prohibited by any law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

9.7 Cash back for all eligible customer will be posted post clearance of first 3 EMI successfully.

9.8 DECLARATION AND AUTHORISATION FOR COMMUNICATION THROUGH TELEPHONIC CALLS/ SMS/ EMAILS ON EXTENDED WARRANTY SCHEMES: I hereby authorize HDFC Bank, its employee, agent, or its Partners(s) to communicate various schemes on EXTENDED WARRANTY through telephonic calls/ SMS/ Emails, or through any other communication mode, offered by HDFC Bank or its Partner(s). I confirm that laws in relation to the unsolicited communication referred in "National Do Not Call Registry" (the "NDNC Registry") as laid down by TELECOM REGULATORY AUTHORITY OF INDIA will not be applicable for such communication/calls/ SMS received from HDFC Bank, its employees, agents and/or its Partners(s). I also consent to the collection, usage, processing, sharing, storage and exchange of the information pertaining to my existing Loan and/or repayment history to other partners, credit bureaus, agencies, statutory bodies etc. as may be required or as they may deem fit and shall not hold HDFC Bank (or any of its group companies or its/ their agents/representatives/Partners(s)) liable for use/sharing of this information. I have fully read, understood, confirm, irrevocably accept, authorize and authenticate above details and terms and conditions by ticking below box/line. I also undertake to submit the OTP which will be sent to me on my registered mobile no. to irrevocably authenticate, validate, confirm and verify my acceptance of above details and terms and conditions. I understand that once OTP is submitted, I deem to have accepted and executed the loan contract and I also agree and understand that there may be no further alternative physical/paper mode signing to conclude this contract. "Payment by Mistake, Accident or Error: (a) The Borrower hereby agrees and confirms that in the event the Bank transfers or remits any money to the Borrower or in its account by mistake, accident or erroneously, which money is, in the sole opinion of the Bank, not due and/or payable to the Borrower, then the Borrower shall be obligated to and shall, without any delay, demur or protest, forthwith and in no event later than one business day of such transfer/remission or on first demand by the Bank (whichever is earlier), return and repay the said money to the Bank in a manner satisfactory to the Bank. Till such return and repayment of the said money by the Borrower to the Bank, the Borrower shall hold the same in trust for the benefit of the Bank, keep such money segregated from all other moneys of the Borrower and keep it free from any attachment; (b) The Borrower hereby acknowledges and agrees that any non-compliance of the aforesaid obligations shall be a breach of trust and fiduciary duties on the part of the Borrower. The Borrower hereby further agrees and confirms that in case the Borrower fails to return the money within the timelines as mentioned above, the Borrower shall be liable to pay interest on such money to the Bank at the same rate as applicable to the Loan granted in terms hereof; (c) Without prejudice to the foregoing, the Borrower hereby agrees and confirms that the Bank shall have the right to, at its sole and absolute

discretion (i) debit any account or accounts of the Borrower maintained with the Bank and recover such money, under intimation to the Borrower, and/or (ii) recover such money from future disbursements (if any) by the Bank to the Borrower; and (d) The Borrower further agrees that such money which has been transferred or remitted by the Bank to Borrower or in its account by mistake, accident or erroneously, shall be deemed to be a part of the total amounts outstanding in relation to the Loan payable by the Borrower to the Bank in terms of this contract and any other documentation in relation to the Loan, in case and till such time that the said money has not been returned and repaid to the Bank in the manner as stated above."

9.9. If due date of a loan account is March 31, 2021, and full dues are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021.

9.10. If the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021, and if continues to remain overdue further, it shall get classified as NPA upon running dayend process on June 29, 2021.

9.11. I authorise HDFC Bank and its representative to call, SMS, Email or communicate via digital modes (Whatsapp, Notification etc) to provide information / services/ marketing offers regarding my application /credit card. This consent overrides any registration for DNC/NDNC

9.12 In the event of default, the details of authorized associate to approach for recovery of dues will be intimated to the borrower through a payment reminder communication and any change in details would be intimated the borrower thereon. List of authorized associates empaneled for handling collections are updated on the banks website for reference"

**Accordingly, the acceptance to these terms and conditions and Schedule cum Key Fact Statement has been made and recorded as under:**

(i)The Borrower has read, verified, understood, irrevocably agreed to and accepted the party descriptions, all the terms and conditions contained in Clauses 1 to 9 (including sub clauses), the Schedule-cum-Key Fact Statement and all the contents of the application form (collectively, "Documents").

(ii)No other/further act, deed or writing on part of the Borrower shall be required for acceptance by the Borrower as above including any different or physical signature for the Documents. For the purpose of stamp duty, the Bank may optionally designate this document as the principal agreement or require any extract of any part of it ("Relevant Extract") to be designated as the principal agreement and such determination of the Bank would be deemed to be final and binding on the Borrower. The Borrower acknowledges that any writing on the said stamp paper or stamped (including franked/e-stamped) Relevant Extract associating the stamp paper/stamped page (including franked) with this document would be as good as making the stamp paper/stamped page an integral part of this document.

(iii)The Borrower also acknowledges that the execution of the agreement would be complete only once the same is accepted by the Bank. The Bank also does not require to sign the Documents in any physical form. Subsequent to signing of the Borrower as above, the Bank shall be deemed to have accepted this document: (i) either, online by way of the Bank sending an email communicating such completion, from its relevant office/ branch to the Borrower and attaching therewith the copy of this document, or (ii) by way of counter-signing or initialling at the hands of its officer the Relevant Extract of this document, or (iii) by way of by way of electronic signature (e-sign) or digital signature by its officer, whichever is later.

(iv)Upon signing of this Document by the Borrower this document and any electronic/physical copy made by/on behalf of the Bank thereof shall be deemed and treated as an original Document.

(v)The Bank may print paper copies of the electronic record or produce in any such form at its discretion, of this Document and/or of logs/records of signing by the Borrower as aforesaid, and the same shall be fully binding on the Borrower. The Borrower has no objection to such print-outs or any such other form (in the discretion of Bank) being produced by the Bank including in evidence in any court, tribunal or otherwise, to prove the signing, acceptance, execution as above, as well as the contents of the contract.

## DECLARATION

I, the undersigned, declare, confirm and consent to HDFC Bank Limited ("Bank") and its service providers, as under:

1) I hereby confirm that am a major and a resident of India and I have read and I hereby accept the Privacy Policy of the Bank available at \_\_\_\_\_.

2) I seek from the Bank various financial assistance, other products and services for which I may be found eligible by the Bank from time to time, at any time in future, including after closure of any of my existing or future relationships, accounts, products, facilities, loans, services with or from the Bank from time to time, for which purpose I authorise the Bank to share any of my Information (as defined hereinafter) with any credit information companies and obtain various scores, reports and information for determining my credit worthiness from them, and accordingly to contact me or cross sell to me from time to time.

3) I hereby further expressly consent to and authorise the Bank (whether acting by itself or through any of its service providers, and whether in automated manner or otherwise), to do and undertake any of the following, in relation to my application details, personal data and sensitive information about me, information, papers and data relating to know your customer (KYC), credit information, and any other information whether about me or not as may be deemed relevant by the Bank for its purposes (collectively, "Information"):

i) to collect the Information from me and other physical or online sources including accessing the same from credit information companies, information utilities, websites, data bases and online platforms (whether public or not); to get the authenticity, correctness, adequacy, etc. of the Information verified from any sources and persons including from online data bases; and to act for and on my behalf for such accessing, collecting or verifying of the Information including using my log in and password credentials on the online platforms; such collection, access and verification may be done without any notice to me;

ii) process Information including by way of storing, structuring, organising, reproducing, copying, using, profiling, etc. as may be deemed fit by the Bank;

iii) to store the Information for such period as may be required for contract, by law or for the Bank's evidential and claims purposes, whichever is longer;

iv) to share and disclose the Information to service providers, consultants, credit information companies, information utilities, other banks and financial institutions, affiliates, subsidiaries, regulators, investigating agencies, judicial, quasi-judicial and statutory authorities, or to other persons as may be necessary in connection with the contractual or legal requirements or in the legitimate interests of the Bank or as per the consent;

v) any of the aforesaid may be exercised by the Bank for the purposes mentioned above, for the purposes of credit appraisal, fraud detection, anti-money laundering obligations, for entering into contract, for direct marketing, for developing credit scoring models and business strategies, for monitoring, for evaluating and improving the quality of services and products, for other legitimate purposes or for any purposes with consent.

4) I expressly agree to and subject me to the automated processing, automated profiling and to the automated decision making by or on behalf of the Bank.

5) I expressly agree to the Bank and/or its affiliates for using the Information and for cross-selling to me their various products and services from time to time.

Signed and Delivered by/for and on behalf of the Borrower in token of and in witness of having read (and/or being explained), verified, understood, irrevocably agreed to, accepted, confirmed and declared all the causes viz. \_\_\_\_\_ to \_\_\_\_\_ on all page no's \_\_\_\_\_ to \_\_\_\_\_ of the 'CONSUMER DURABLE AND LIFESTYLE PRODUCT LOAN/THE SCHEDULE OF CHARGES/KEY FACT STATEMENT document, all contents thereof including all the terms and conditions contained therein, and authenticated accuracy and correctness of the same.

\_\_\_\_\_  
Borrower Name  
/ Co-Borrower Name

\_\_\_\_\_  
Borrower Signature  
/ Co-Borrower Signature

WITNESS DECLARATION WHERE THE BORROWER SIGNS IN VERNACULAR LANGUAGE: The contents of the Terms and Conditions for Customer Durable and Lifestyle Product Loan the Schedule of Charges and the Declaration have been explained by me to the Borrower in \_\_\_\_\_(name of language in which Borrower has signed) and same have been understood by the Borrower.

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Signature

Date