

STANDARD LOAN TERMS – PERSONAL LOAN

STANDARD LOAN TERMS

The Borrower applied for Loan and the Company sanctioned the same which will be governed by these terms and conditions ("Standard Loan Terms") read together with the Sanction Letter.

DEFINITIONS AND INTERPRETATIONS:

In this Standard Loan Terms, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings. The terms and expressions not defined herein shall, where the interpretation and meaning have been assigned to them in terms of the General Clauses Act, 1897, have that interpretation and meaning.

- a. **"Annual Percentage Rate"** means the annual percentage rate specified in the Schedule of this Standard Loan Terms.
- b. **"Applicable Law"** means any and all applicable provisions of any (a) constitution, treaties, statutes, laws, codes, rules, regulations, notifications, circulars, ordinances or orders of any governmental authority which have the force of law, and (b) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any governmental authority.
- c. **"Cooling off Period"** means the period specified in the Schedule of this Standard Loan Terms.
- d. **"Borrower"** means the Borrower/s more particularly described and set out in the Schedule hereof.
- e. **"Company"** means Cholamandalam Investment and Finance Company Limited which grants the Loan.
- f. **"Due Date"** means, the date on which an Instalment of the principal amount of the Loan, interest and /or any other amount payable under this Standard Loan Terms and/or balance of the Loan amount as the case may be, is due for payment under any clause of this Standard Loan Terms.
- g. **"Electronic Clearing Services"** or "ECS" and "National Automated clearing house" or "NACH" means a debit clearing service including E-NACH or any other mandates notified by Reserve Bank of India, participation in which it has been consented to in writing by the Borrower for facilitating payment of Instalments under this Standard Loan Terms.
- h. **"Instalment"** means the amount, payable on each Due Date by the Borrower to the Company, necessary to amortize the Loan with interest over the period of Loan.
- i. **"Loan"** means the personal loan amount as specified in the Schedule of this Standard Loan Terms.
- j. **"Outstanding Dues"** means, at any time, the outstanding Loan amount, the accrued unpaid interest along with the Instalments and any other charges, Penal Charges, costs, fees as applicable and is due to the Company by the Borrower in respect of the Loan.

- k. **"Penal Charges"** shall have the meaning ascribed to it in Term 14 of this Standard Loan Terms.
- l. **"Pre-closure"** means premature repayment as per the terms and conditions laid down by the Company in that behalf and in force at the time of such repayment.
- m. **"Rate of Interest"** means the rate of interest referred to in Term 2 of this Standard Loan Terms.
- n. **"Repayment"** means the repayment of the principal amount of Loan together with interest thereon by way of Instalments including Penal Charges or otherwise, commitment and/or any other charges, premia, fees or other dues payable in terms of this Standard Loan Terms to the Company and means in particular, amortization provided for in Term 6 of this Standard Loan Terms.
- o. **"Sanction Letter"** means the letter issued by the Company to the Borrower sanctioning the Loan and mention its relevant particulars, terms and conditions.
- p. **"Schedule"** means the Schedule to this Standard Loan Terms.
- q. **"Standard Loan Terms"** means and includes this Loan terms, the Schedule/s, annexures, any addenda, supplemental terms or attachments annexed hereto or modified from time to time in accordance with the terms of this Standard Loan Terms.
- r. **"Transaction Documents"** shall include the sanction letter issued by the Company to the Borrower in relation to this Loan facility, this Standard Loan Terms, declarations and such other documents designated by the Company as Transaction Documents.

1. TERMS OF THE LOAN:

- a. The Company hereby agrees to grant the Loan to the Borrower for the purpose specified herein on the terms set forth hereunder.
- b. The Loan provided under this Standard Loan Terms shall be for the period as specified in the Schedule ("Loan Tenure") commencing from the Disbursement Date, unless this Loan Facility is terminated earlier in a manner stipulated herein subject to the full and final repayment of the Loan along with the Outstanding Dues by the Borrower as per the terms set out under this Standard Loan Terms.

2. INTEREST:

- a. The Rate of Interest on the Loan amount shall be as specified in the Schedule hereof and the Borrower shall be liable to pay the same from the date of disbursement of the Loan ("**Interest**").
- b. The Interest stipulated in the Schedule shall remain fixed during the Loan Tenure. The Company shall, however, at its discretion, be entitled to revise prospectively from time to time, upwards or downwards, the Interest applicable for the Loan during the Loan Tenure. Any revision in the Rate of Interest shall be effective from a prospective date and the Company

shall provide a prior written notice on such revision to the Borrower, and the same shall be binding on the Borrower.

- c. Interest shall accrue from day to day and be computed on monthly basis or on actual number of days lapsed as the case may be.
- d. The borrowing under this Standard Loan Term is a commercial transaction and the Borrower waives any defence under the usury or other laws relating to charging of interest.
- e. Computation of Interest:
 - o The Instalment comprises of principal and interest calculated on the basis of Interest mentioned in the Schedule hereto and is rounded off to the nearest rupee calculated on reducing balance.

3. ADMIN & PROCESSING FEE:

The Borrower has expressed his consent without any coercion or undue influence to pay to the Company all charges in relation to processing and sanction of the Loan as mentioned in the Schedule of this Standard Loan Terms as agreed by the Borrower at the time of submitting the application to the Company. The admin & processing fee shall not be refundable to the Borrower under any circumstances, even if the Loan is not availed or granted by the Company subsequent to sanction of a loan.

4. DISBURSEMENT:

- a. The Borrower shall indicate the manner of disbursement of Loan by the Company as desired by him. However, the Company shall have the sole discretion to determine the manner of disbursement, which shall be deemed to be the disbursement to the Borrower as contemplated under this Standard Loan Term. All such disbursements made to any other party on behalf of the Borrower shall be construed as a payment made to the Borrower himself which the Borrower herein accepts.
- b. All disbursements to be made by the Company to the Borrower in terms of this Standard Loan Term shall be NEFT/RTGS or any other accepted modes of transfer of funds permitted under the Applicable Law, at the sole, discretion of the Company.
- c. The Borrower herein agrees that the date of disbursement shall be the date on which the Company effects credit to the Borrower's bank account directly through NEFT/ RTGS or any other mode of electronic fund transfer (“**Disbursement Date**”).
- d. The Borrower shall not be entitled to cancel the Loan or refuse accepting the disbursement.

5. INSURANCE:

At the request of the Borrower, the Company may at its own discretion also finance the insurance premium of an insurance policy insuring the Borrower against various risks including without limitation the risks of personal accident, accidental hospitalization, Outstanding Dues to the Company and/or critical illness provided that such insurance policy has been taken out by the Company on behalf of the

Borrower from an insurance company approved by the Company with a specific instruction and authority by the Borrower to such insurance company that in case of any loss, the loss will be paid to the Company by such insurance company. The Borrower hereby irrevocably authorises the Company to claim insurance proceeds and appropriate the same thereof against the amount due and payable under this Standard Loan Terms. The insurance premium paid by the Company on behalf of the Borrower shall be added as the principal amount to the Loan granted herein and shall form part of the Loan. The insurance premium being a part of Loan may be disbursed by the Company directly to such an insurance company approved by the Company and such disbursement shall be deemed to be disbursement to the Borrower.

In case, Borrower has chosen an insurance cover and is a member of 'Group Insurance Policy' taken by the Company, the Company shall have the right to appropriate insurance claim paid thereunder towards the Outstanding Dues. If after such appropriation, there be any surplus leftover, it shall be paid to the Borrower. If there is any deficit, then the Borrower shall be liable to pay entire deficit forthwith.

6. REPAYMENT:

- a. The Borrower shall pay to the Company all Instalments on Due Dates and charges as and when it falls due, without any delay or default. The Borrower acknowledges that strict compliance to the repayment schedule is an essential condition for grant of the Loan and that time is the essence of this contract.
- b. The Repayment shall be made by the Borrower in Instalments as per the terms set out in the Schedule. The repayment schedule mentioned herein below is without prejudice to the right of the Company, to be paid on demand as contemplated under this Standard Loan Terms, the entire Loan along with interest and other dues as contemplated under this Standard Loan Terms. Further, the computation/fixation of the Instalment will be without prejudice to the right of the Company to re-compute the amount of Instalments, including in case it is discovered at any stage that the Instalments have been computed wrongly. The Instalments provided in the Schedule shall not however, affect the rights of the Company to terminate the Standard Loan Terms at any time if it deems fit and demand payment of all amounts already fallen due and remaining-unpaid, if any, together with all future Instalments and any other amounts as may be due, subject to any discount on the future Instalments as may be allowed by it.
- c. All amounts payable by the Borrower to the Company, shall be paid without any deductions on or before the Due Dates.
- d. The charging of Penal Charges shall however not relieve the Borrowers obligation of strict compliance with repayment schedule being an essential condition for the grant of Loan.
- e. The Borrower confirms having perused, understood and agreed to the Company's method of calculating the Instalments as also the division thereof into principal and interest.
- f. If the Due Date falls on a day which is a holiday, the payment is to be made on the immediately preceding working day.
- g. **Any advance payments made by the Borrower prior to the Due Dates for whatsoever reasons, shall be given credit to in the Borrower's loan account. Adjustments of such**

advance amount received against Instalment will be given for such payments only on the Due Dates. Such advance payments received will not be eligible for any rebate in Interest.

- h. The Borrower may choose to repay the Loan by way of Preclosure in accordance with Term 13 of this Standard Loan Terms.
- i. In the event of the Borrower failing to pay the Instalments on or before the respective Due Dates and charges (if any) as and when it falls due under the Standard Loan Terms, the Company shall classify the facility as special mention account (SMA)/ non performing account (NPA) or under such other category as per the applicable guidelines of the Reserve Bank of India (RBI). The basis for classification of SMA and NPA categories and the example for the same are as mentioned hereinbelow

Under the RBI guidelines the basis for classification of loans as SMA and NPA categories is as follows:

Classification categories	Basis for classification –Principal or interest payment or any other amount wholly or partly overdue
SMA-0	Upto 30 days
SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days
NPA	More than 90 days

Classification as SMA or NPA is done as part of day-end process for the relevant date and the SMA or NPA classification date shall be the calendar date for which the day end process is run by the Company.

Loan accounts once classified as NPA will be upgraded as standard asset only if the entire outstanding arrears of principal, interest and/or other amounts are paid by the Borrower in full (The expression “standard asset” shall mean and refer to a loan account which is not required to be classified as SMA or NPA). The SMA or NPA classification is done at the Borrower level which means all the loan accounts of the Borrower will be classified as applicable for the loan with highest overdue days.

Any change in the classification of loan account as SMA or NPA or any other new category as prescribed by RBI will be implemented automatically by the Company and the same shall be applicable to the Borrower.

Example for SMA/NPA classification: If Due Date of a Loan account is March 31, 2022, and full dues are not received before the Company runs the day-end process for this date, the date of overdue shall be March 31, 2022. If the Loan account continues to remain overdue, then the Loan account shall get tagged as SMA-1 upon running day-end process on April 30, 2022 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for the Loan account shall be April 30, 2022.

Similarly, if the Loan account continues to remain overdue, it shall get tagged as SMA- 2 upon running day-end process on May 30, 2022 and if it continues to remain overdue further it shall get classified as NPA upon running day-end process on June 29, 2022.

The basis for classification as SMA & NPA and example are provided for the Borrower's understanding of the process followed by the Company as on date to classify a loan account as SMA & NPA. The said process is subject to change upon the instructions/guidelines of the RBI.

7. MODE OF PAYMENT OF INSTALMENTS:

- a. Subject to the terms and conditions stipulated hereunder, the repayment of the Loan shall be by way of Standing Instructions, Electronic Clearing System (ECS) or ACH/E-NACH or such other mode accepted by the Company from time to time authorizing the Company to collect the Instalments due by the direct debit to the Borrower's bank account.
- b. The Borrower shall deliver to the Company, ECS or ACH/E-NACH mandates for the payment of Instalments and such submission shall be deemed to be an unconditional and irrevocable authority given by the Borrower, to the Company to present them on their respective dates and the Borrower warrants that the ECS/ACH/E-NACH mandates will be honoured on presentation. Any non-presentation of an ACH/E-NACH or ECS mandate(s) due to any reason will not affect the liability of the Borrower to pay the Instalments or any other sums that may become due and payable under this Standard Loan Terms.
- c. If any one or more than one or all of the ECS/ACH/E-NACH mandate delivered by the Borrower pursuant to Term
7(a)
 - i. is/are lost, destroyed or misplaced while in the custody of the Company or
 - ii. become(s) non encashable due to death, insolvency, lunacy, termination of authority or otherwise of the signatory or any or more of the signatories (if more than one) thereof or liquidation or any moratorium of the drawee bank, then in such an event, the Borrower shall, on receipt of the intimation of such loss, destruction or misplacement (as the case may be) from the Company or immediately on the said cheques or any of those being non encashable due to the reasons mentioned above, deliver to the Company such number of cheques as are adequate to replace those that have been lost, destroyed, misplaced or become non encashable, or make such suitable alternative arrangement for repayment of Loan as is acceptable to and approved by the Company.
- d. It is agreed and understood by the Borrower that non-presentation of any of the cheques/mandate by the Company due to any reason whatsoever shall not affect the liability of the Borrower to repay the amount payable under this Standard Loan Terms. The Company shall not, in any way, be responsible for the delay, omission or neglect in encashment, damage or loss of any cheque(s)/mandates (already given or to be given by the Borrower to the Company in terms hereof) for any reason whatsoever.

- e. If required, the Borrower, subject to the Company's permission, may swap/interchange the cheques/mandate issued and drawn in one bank to that of the other bank, on paying the Company the swap charges of an amount specified in the Schedule for every replacement.
- f. Without prejudice to any other rights or remedies the Company may have under this Standard Loan Terms and/or under the prevalent law, the Borrower shall be liable to pay cheque/mandate bounce charges at the rate specified in the Schedule for dishonour on every presentation. The levy of the charge upon dishonour is without prejudice to the rights of the Company under the Negotiable Instruments Act, 1881/Payment and Settlement Systems Act 2007 or any other Applicable Law, as amended and as in force from time to time and other relevant laws.
- g. Where remittances are made by way of outstation cheques, the Borrower shall be liable to pay the cheque collection charges as stated in the Schedule subject to revision at the Company's discretion from time to time.
- h. The charges mentioned in the Schedule are subject to change at the sole discretion of the Company.
- i. The Borrower shall not be entitled to cancel or issue stop payment instructions with respect to ECS or ACH/E-NACH mandates as long as the loan or any part of his indebtedness is due and outstanding and any such acts shall be deemed to have been committed with an intention to cheat and avoid prosecution under the Negotiable Instruments Act, 1881/Payment and Settlement Systems Act 2007 or any other Applicable Law as amended and in force from time to time and the Company shall be entitled to initiate appropriate criminal proceedings against the Borrower.
- j. The Borrower understands, confirms and agrees that the Company shall, at its sole discretion, at multiple occasions and on different dates, present in the Borrower's bank account, the ECS/ACH or E-NACH mandate or any other electronic or other clearing mandate (given by the Borrower in favour of the Company covering all the Outstanding Dues) which returns unpaid, for recovering the Outstanding Dues from the Borrower and until realization of entire Outstanding Dues. The Borrower agrees and undertakes that the Borrower shall not dispute, complain or object to such presentations by the Company.

8. ALTERATION AND RE-SCHEDULING OF THE INSTALMENTS:

- i. The Company at its sole discretion retains the right with no obligation, to review the Loan for such further periods on such terms and conditions as it may deem fit.
- ii. The Company may on its own or upon a request from the Borrower, if it so deems fit, alter or re-schedule the Instalments in such manner and to such extent as it may decide, with the formal consent of the Borrower, whereupon repayment shall be made by the Borrower as per the said alteration and re-scheduling notwithstanding anything stated in the Schedule. The Borrower shall comply with the requirements of the revision including the furnishing of Post-Dated Cheques/ ECS or ACH/E-NACH mandates as per the revised structure.

- iii. Based on satisfactory loan repayment track record of the Borrower, the Company at its sole discretion may grant additional loans over and above the Loan granted hereunder. The additional loans may be granted only on execution of such documents as may be stipulated by the Company as per the prevailing credit norms of the Company from time to time. The Borrower shall have no right to claim the additional loans by virtue of this clause.

9. EVENTS OF DEFAULT:

The following events shall constitute an “Event of Default”: -

- a. The Borrower failing to perform obligations, repay the Loan or any Instalment, fee, charges, or costs or any other amount due to the Company in the manner herein contained as and when it becomes due whether demanded by the Company or not; or
- b. If in the opinion of the Company, the Borrower has withheld any critical information in relation to the Loan; or
- c. Insolvency, commission of an act of bankruptcy, general assignment for the benefit of creditors of the Borrower, or if the Borrower suspends payment to any creditors or threatens to do so, appointment of an insolvency professional receiver/trustee or similar officer on its assets, admission of any petition in bankruptcy, fresh start by, or against the Borrower; or
- d. If the Borrower ceases or threatens to cease its business; or
- e. If it is certified by an Accountant or a Firm of Accountants appointed by the Company (which the Company is entitled and hereby authorized to do so at any time) that the liabilities of the Borrower exceed the Borrower’s assets or that the Borrower is carrying on business at a loss; or
- f. Any of the ACH/E-NACH or ECS mandates delivered or to be delivered by the Borrower to the Company in terms and conditions hereof is not honoured / encashed for any reason whatsoever on presentation; or
- g. If any instruction being given by the Borrower for stop payment of any mandates for any reason whatsoever or if any mandate issued by the Borrower to the Company is dishonored; or
- h. The Borrower committing breach of any of the terms, covenants and conditions herein contained or any information given or if any of the representations under this Standard Loan Term or any other document submitted is found to be false, inaccurate or misleading; or
- i. On the death/lunacy or any other legal incapacity of the Borrower or
- j. The Borrower is in breach of any other loan/facility/any agreement with any other person; or
- k. The Borrower commits any default under any other agreement or the Standard Loan Terms with the Company in which the Borrower is either a Borrower/guarantor; or

- l. If it becomes unlawful for the Borrower to perform any of its obligations under this Standard Loan Term or any other related document or it becomes unlawful for any other person (includes the Borrower) to perform any of its obligations under this Standard Loan Terms; or
- m. Borrower repudiates or evidences an intention to repudiate this Standard Loan Term or any other related document; or
- n. If the Loan or any part thereof is utilized for any purpose other than the purpose for which it is applied by the Borrower and sanctioned by the Company; or
- o. Any event or series of events occurs which, in the opinion of the Company, is reasonably likely to have a material adverse effect on the repayment ability of the Borrower; or
- p. The status of the Borrower changes from resident to non-resident; or
- q. If any attachment, distress, execution or other process against the Borrower is enforced or levied upon; or
- r. If the Borrower is charged or convicted by any Court of law or Government authorities for any offence; or
- s. If the Borrower dispute any of the terms set out herein or any other agreement entered into with the Company or Its affiliates; or
- t. If any event of default or any event which would constitute an event of default happens, the Borrower shall forthwith give the Company notice thereof within 3 (Three) days in writing specifying the occurrence of such event of default. The Borrower shall also promptly inform the Company if and when any statutory notice under any law or of any suit or legal process intended to be filed/initiated against the Borrower is received by the Borrower within 3 (Three) days of receipt of such notice; or
- u. On the question whether any of the above events/circumstances has occurred, the decision of the Company shall be final, conclusive and binding on the Borrower.

10. TERMINATION AND COMPANY'S OTHER RIGHTS:

- i. **Notice:** In case of the occurrence of any of the aforesaid Events of Default including default in repayment, the Company shall cause a **7 day notice** to be issued to the Borrower at his/her address as registered with the Company and demand the entire amounts payable under the Loan facility. The notice shall be deemed to be served on the Borrower on the second working day following the date of posting or the actual date of receipt whichever is earlier even if the notice so served returns unserved for whatever reason and the confirmation from any authorized officer of the Company for having posted the notice to the Borrower shall be final and binding in this regard.
- ii. **Waiver of Notice:** Notwithstanding anything to the contrary contained in this Standard Loan Terms, the said notices mentioned herein above can be waived at the discretion of the Company, on the happening of any of the Events of Default specified in Term 9 (c), (i), (m), (q), (r) and (s).

a. Termination:

Company may terminate the Loan facility and thereafter

1. The Borrower shall not be entitled to the benefit of payment by Instalments of the amounts remaining payable which shall fall due immediately together with amount already in arrears, whether by way of Instalments, Penal Charges or on any other account whatsoever.
2. The Borrower shall be liable to pay the mandate bounce charges, Penal Charges at the rate mentioned in the Schedule, calculated from date of termination until realisation of the payment in full, and any other charges.
3. exercise such other rights and remedies as may be available to the Company under Applicable Law during the pendency of the Loan including without limitation under Section 138 of the Negotiable Instruments Act, 1881 and under Section 25 of Payment and Settlement Systems Act, 2007.

b. Company's Other Rights:

- i. Without prejudice to the rights of the Company to initiate any legal proceedings for recovery of the outstanding, the Borrower expressly accepts that the Company shall be entitled to appoint third parties as it may deem fit and such third parties can carry out all or any of its functions, rights and powers under this Standard Loan Terms including the authority to collect dues by the Borrower, without any prior consent of the borrower.
- ii. Notwithstanding anything stated elsewhere in this Standard Loan Terms, the continuation of the loan after such termination, shall be at the sole and absolute discretion of the Company and the Borrower's outstanding shall be payable to the Company, as decided by the Company at the relevant time. The Company may, at any time, at its sole discretion and without assigning any reason whatsoever, call upon the Borrower to repay the Borrower's outstanding and thereupon the Borrower shall, immediately on being so called upon, pay the whole of the Borrower's outstanding to the Company without any delay whatsoever. The amount of dues stated to be payable by the Borrower shall be final and binding on the Borrower.
- iii. In case there is a suspicion, indication of wrongdoing or fraudulent activity with respect to the loan and/or other financial transactions of the Borrower, the Company shall be entitled to conduct an audit on its own through its employee(s), agent(s) and/or an external audit through external auditor(s)/accountant(s) of Company's choice at the Borrower's costs and expenses. The Borrower shall allow the Company's employee(s), agent(s), accountant(s)/auditor(s) access to its office(s)/premises and to all their records and furnish whatever information/records required by them for the purpose of the said audit. On the basis

of the audit report(s) received by the Company from its employee(s), agent(s) and/or external auditor(s)/accountant(s) or on the basis of the relevant materials/records available with the Company and its own investigation / assessment in the event where the audit report(s) submitted remains inconclusive or is delayed due to non-cooperation by the Borrower, the Company shall conclude on status of the loan account as a fraud or otherwise. The Company will follow the extant guidelines of the RBI in concluding the status of loan account as a fraud or otherwise

- iv. In the event of the Borrower is holding more than one loan account with the Company, if one loan account of the Borrower is identified as a fraud by the Company, the Company shall be entitled to examine/conduct aforesaid audit with respect to the other accounts of Borrower.
- v. The Company shall also be entitled to report the incidents of fraud in the loan accounts of the Borrower to appropriate law enforcement agency(ies) such as police, other relevant authorities and/or RBI.

11.APPROPRIATION:

- a. The Company shall have a right to appropriate any payment due and payable under the Standard Loan Terms and made by the Borrower towards dues in any order the Company deems fit, towards the following:
 - i. Repayment of principal due.
 - ii. Interest.
 - iii. Penal Charges, if any.
 - iv. Interest on costs, charges, expenses and other monies.
 - v. Costs, charges, expenses and other monies.

It is specifically agreed between the Parties hereto that if the Borrower has, besides this Standard Loan Terms, already entered into or in future enters into, any other loan or other agreement/s with the Company either in his/their name or in the name of his/their partners, relatives, nominees or representatives, as either a Borrower/hirer/lessee or Guarantor, then:

- b. any payment made by the Borrower or his/her nominees, representatives as the case may be under this Loan facility, shall be treated as only an “on account payment” and shall be appropriated by the Company at its sole discretion to any loan account of the Borrower, his/their nominees or representatives with the Company, whether during its tenure or thereafter as the Company deems fit regardless of any specific instructions to the contrary.

12.COVENANTS AND REPRESENTATIONS OF THE BORROWER:

The Borrower does hereby confirm, undertake and declare the following to the Company:

- a. That the Borrower is Indian citizen ordinarily residing in India and will continue to remain so during the tenure of this loan.
- b. The Borrower has adequate legal capacity to accept this Standard Loan Terms. The Borrower is not restricted or prevented in any manner under any law, statute, judgment, decree, ruling, contract or otherwise from executing and undertaking the obligations in the manner provided in this Standard Loan Terms. Upon acceptance, this Standard Loan Terms shall be a valid and legally binding commitment of the Borrower enforceable against him in terms of this Standard Loan Terms.
- c. The acceptance of this Standard Loan Terms is not in conflict with any law/constitutional documents, or with any other document which is binding on the Borrower.
- d. The Borrower has obtained and done all that is necessary to give full force and effect to all authorisations, approvals, consents, licenses and permissions required in relation to this Standard Loan Terms.
- e. That all statement of accounts sent by the Company or by any other authorised representative of the Company are acceptable by the Borrower shall be conclusive proof of the correctness of any sum claimed to be due from the Borrower.
- f. That any correspondence shall be addressed at the address given by the Borrower, and the same would be deemed to have been served on the addressee within 2 days from the date of its dispatch and that in the event of any change in the address of the Borrower, they shall forthwith intimate the same to the Company failing which service of a notice or correspondence to the address last given by them shall be deemed to be served on them.
- g. That the Company shall be entitled to sell, assign or transfer the Company's right and obligations under the Standard Loan Terms to any person(s) of the Company's choice in whole or in part and in such manner and or such terms as the Company may decide without any notice to the Borrower and that any such sale, assignment or transfer shall be binding on the Borrower and that they shall not be entitled to directly or indirectly assign the benefit or obligation of this Standard Loan Terms.
- h. That absence or infirmity of borrowing powers on the part of the person representing the Borrower or any irregularity in the exercise thereof shall not affect the rights of the Company against the Borrower under this Standard Loan Terms notwithstanding such absence, infirmity or irregularity.
- i. The Borrower has paid all taxes and statutory dues payable by him and has not received any demand, claim or notice from any person or authority. Further the Borrower shall bear-and pay all taxes, assessments, rates, duties, charges and other imposts, outgoings and obligations, existing as well as future, in respect of the transaction. Further, the Instalments shall automatically stand increased by any rates, charges, imposts, levies and/or monies whatsoever that are or may be levied on the Instalments by the Government or the transaction hereunder or which are or may become payable by the Company by virtue of entering into this Standard Loan Terms.

- j. Assures that no suits, actions or claims of any nature whatsoever is/are pending or are likely to be filed or taken (whether civil or criminal or otherwise) against the Borrower.
- k. Assures that the Company shall be under no liability towards any claim regarding the Borrower's rights or position with respect to any law relating to taxation or any other matter.
- l. Utilise the entire Loan only for the purpose mentioned herein and shall not use the same for illegal/antisocial activities and speculative purpose including investment in capital market which includes stocks, bonds and other financial securities or working capital/real estate or for purchase of gold in any form including primary gold, gold bullion, gold jewellery/coins, precious stones/metals, units of Exchange Traded Funds (ETF) and units of gold mutual fund.
- m. Shall obtain the prior written permission of the Company before borrowing any amount from other banks, financial institutions.
- n. Be liable to pay to the Company any expenses incurred by it in collecting or attempting to collect the payments due to the Company, including the expenses of postage, telegrams, telex, registered posts, telephone calls, legal proceedings and additional expenses of the representatives deputed for making collections, etc.
- o. All particulars, representations, declarations and information given by the Borrower are true, correct, complete and up to date, valid and subsisting in all respects and no information has been withheld. The Borrower shall provide necessary updation wherever required. Promptly notify the Company of any litigation, arbitration, administrative or other proceedings initiated against the Borrower.
- p. The Borrower shall comply with and be bound by the Company's rules as may be prescribed by the Company from time to time.
- q. That the Company has a right of lien on all related accounts of the Borrower including such other accounts that may be entered into later/found to be related to the Borrower later (related accounts in this regard shall mean and include all accounts where the Borrower is a Guarantor or any of their/his/her relatives as defined in the Companies Act, 2013 or any of their partners is a Borrower under any financial facility availed from the Company).
- r. The Borrower confirms that her/his/their family members/close relatives are not a politically exposed person as defined by the KYC guidelines of RBI. The Borrower further undertakes to intimate the Company immediately upon any change in the above status.

S. The Borrower hereby undertakes that he/she shall not engage directly or indirectly in any activity which is in the exclusion list of the institutions such as International Finance Corporation and Asian Development Bank or engage in any activity which could endanger or adversely impact the social and economic environment of the country. The Borrower hereby agrees and gives consent for the disclosure by the Company of all or any such; i. Information and data relating to the Borrower; ii. Information or data relating to any credit facility availed of/to be availed, by the Borrower and

- iii. Default, if any, committed by the Borrower in discharge of his such obligation, as the Company may deem appropriate and necessary to disclose and furnish to Credit

Information Company/ies and/or agency/ies authorized in this behalf by RBI or under any other Applicable Law;

- u. The Borrower undertakes that the Credit Information Company/ies and/or agency/ies so authorized may
 - i. Use, process the said information and data disclosed by the Company in the manner deemed fit by them; and
 - ii. 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 prescribed by the Reserve Bank of India in this behalf.
- v. The Borrower further agrees and gives consent for disclosure by the Company all or any of the information (including personal data) of the Borrower to any third party as the Company may deem fit. However, the Borrower may by a notice in writing restrict such disclosures, or revoke the consent hereby granted with respect to the sharing of personal data with third parties. If such denial/ revocation of consent by Borrower affects the Company's contractual/legal right or interest, the Company may at its sole discretion terminate this Standard Loan Terms and forthwith demand the payment of Outstanding Dues and any other amounts payable under the Standard Loan Terms in full. On repayment of entire Loan together with the applicable interest, charges and costs, if any to the satisfaction of Company, the Borrower may advise Company to delete/forget the personal data from the digital lending application and on the said request, Company may delete the personal data shared by Borrower from the digital lending application except the data required for regulatory and legal compliance.
- w. That the Company shall have the right to classify the Borrower, as wilful defaulter on occurrence of a wilful default and report the same to the credit information companies (CIC) and publish the name, photograph of the wilful defaulter in newspaper(s) and/or such other mode at its sole discretion as deem fit, in compliance with the extent regulations of Reserve Bank of India (RBI). The terms 'wilful default' and 'wilful defaulter' shall have the meaning as ascribed to it under the Reserve Bank of India (Treatment of Wilful Defaulters and Large Defaulters) Directions, 2024, as amended or repealed from time to time. In respect of the classification of the wilful defaulter, the Borrower further covenants that: i. The Borrower has not been declared as a wilful defaulter. The Loan or any part thereof shall be utilised only for the purpose for which it is sanctioned. If the Company desires a specific certification from the Borrower or his/her auditor(s) regarding the usage of funds by the Borrower, the Company shall have the right to require the same from the Borrower or his/her auditor(s).

13.PRECLOSURE:

- a. The Company, at its sole discretion and on such terms as to Preclosure as it may prescribe, permit acceleration of Instalments or Preclosure of Loan at the request of the Borrower.
- b. The Borrower may Preclose the entire outstanding Loan by giving to the Company a notice in writing not less than 21 (twenty one) days prior to the Borrower's intention to Preclose

and paying to the Company in full the outstanding principal amount of the Loan, overdue Instalments, interest, Penal Charges and all other monies due and payable by the Borrower under the Standard Loan Terms to the Company.

- c. Pre-closure shall be at a fee as prescribed in the Schedule of this Standard Loan Terms or such rates as decided by the Company will be applicable. However, the Borrower can exit the loan transaction by paying the principal and the proportionate Annual Percentage Rate without paying any Preclosure charges during the Cooling off Period specified in the Schedule.
- d. Annual Percentage Rate is an all-inclusive cost and margin including cost of funds, credit cost and operating cost, processing fee, etc., and excludes contingent charges like Penal Charges and cheque/mandate bounce charges, etc and is computed on the net disbursed amount using IRR approach and reducing balance method.
- e. The Preclosure amount mentioned in the statement is subject to realisation of the cheques/mandate shown in the statement of account and on the assumption that all the payments have been remitted towards this Loan facility, failing which, the same will be reversed and become payable along with cheque/mandate bounce charges, Penal Charges and other charges as applicable.

14.PENAL CHARGES:

Without prejudice to the Company's rights of termination and any other rights under this Standard Loan Term, the Borrowers shall pay to the Company, penal charges levied on the amounts under default at the rate mentioned in the Schedule hereof, on occurrence of any delay in payment of the Instalment/s or any other Outstanding Dues from the Due Date to the date of actual full payment of such defaulted amounts to the satisfaction of the Company ("Penal Charges").

15.ASSIGNMENT AND SECURITISATION:

- a. This Standard Loan Terms is personal to the Borrower. The Borrower shall not be entitled to directly or indirectly assign or transfer any of its rights or obligations or benefits arising under this Standard Loan Terms to any person without the prior written consent of the Company.
- b. The Company shall be absolutely entitled and have full power and authority to grant, securitise, sell, assign or transfer any or all of its rights, benefits, obligations, duties and liabilities arising under this Standard Loan Terms including the right to receive the Instalments and Loan balance by way of sale, transfer, securitisation, charge or otherwise to any person or entity without notice to the Borrower and any such sale, assignment or transfer shall conclusively bind the Borrower and the Borrower shall perform their obligations arising under this Standard Loan Terms to such assignee. The Borrower expressly recognizes and accepts that the Company shall be absolutely entitled and have full power and authority to sell, assign or transfer in any manner in whole or in part, all its rights and interest and in such manner and on such terms as the Company may decide including reserving a right to the

Company to retain its power hereunder to proceed against the Borrower on behalf of the purchaser, assignee or transferee, to any third party of the Company's choice without reference to or without written intimation to the Borrower.

- c. The Borrower hereby authorizes the Company at the risk and cost of the Borrower to engage one or more person(s) to verify any fact or information furnished by, concerning and pertaining to the Borrower and/or to collect the Borrower's outstanding/enforce security and may furnish to such person(s) such documents, information, facts and figures as the Company deems fit and the expenses in this regard shall be borne by the Borrower.

16. LIEN AND SET-OFF:

- a. In respect of all the Loan accounts and liabilities of Borrower, the Company shall have a lien on all properties/securities of the Borrower which are/will be held by the Company, whether for safe-keeping, collection or otherwise and all moneys now or hereafter standing to his/her/its credit with the Company on any account and the Company will have the right to proceed against all such securities and property as aforesaid for the purpose of realizing the dues of the Company.
- b. The Company, in its absolute discretion, may combine or consolidate the accounts of the Borrower in the manner acceptable to it for the recovery of amounts due and payable by the Borrower under all or any of the said accounts. The Company may set-off or transfer all moneys belonging to the Borrower standing to its credit of anyone or more of such accounts in or towards satisfaction of the liabilities of the Borrower in any other account whatsoever with the Company, whether such liabilities be actual or contingent/primary or collateral and several or joint.
- c. The Company shall be entitled to withhold the issuance/handling over of NOC/form -35, original title deeds/documents, no due letter and/or discharge the mortgage created on the property relating to the assets of Borrower hypothecated/mortgaged under the vehicle and/or other secured loans if any availed by the Borrower as long as there is any continuing event of default by the Borrower/Guarantor under this Loan and/or other agreements that may be entered into later/found to be related to the Borrower/Guarantor under any financial facility availed from Company. Accordingly, the Borrower/Guarantor hereby agrees and acknowledges that they shall be entitled to obtain the NOC/form-35, title deeds/documents, no due letter and request discharge of the said mortgage only upon full and final settlement of all outstanding dues/charges across all agreements entered into by the Borrower and there is no event of default in any of the loan agreements entered into with the Company/Guarantor. The aforesaid rights are available to the Company notwithstanding any arrangement/understanding between the Borrower and the Company to the contrary and notwithstanding the fact that a particular security given to the Company is earmarked for a particular loan or account.
- d. There shall be no set-off or counter claim by the Borrower and that all payments made by the Borrower under this Loan facility must be made without set-off or guarantee or any of them or under any law.

17.COMPENSATION:

The Borrower shall compensate and keep the Company compensate against all actions, suits, proceedings and all costs, charges, insurance premia expenses, losses or damages which may be incurred or suffered by the Company by reason of any false or misleading information given by the Borrower to the Company hereunder or any breach/default/contravention/non observance/non-performance by the Borrower of any terms, conditions, agreements and provisions hereunder. The Company shall be entitled to include any amount payable by the Borrower under this term in the said dues being the subject matter of this Loan facility.

18.NOTICE:

Any notice pursuant hereto shall be deemed to be duly given and served if sent by post/courier/telegram/facsimile transmission/e- mail addressed to the Borrower's address/es mentioned in this Standard Loan Terms or in such other electronic mode duly notifying the Borrower and such notice other than by way of e-mail/ other electronic modes shall be deemed to take effect on the second working day following the date of the posting or the actual date of receipt whichever is earlier. If the notice is sent through e-mail or any other electronic mode, the notice shall be deemed to be served when the relevant receipt of such notice being read is given, or where no read receipt is requested by the Company, at the time of sending.

19.COSTS AND EXPENSES:

- a. All costs (including advocates fee) charges, expenses, taxes, duties (including stamp duties) in connection with this Loan facility shall be borne and paid by the Borrower. The Borrower shall be liable to pay the Company any expenses incurred by it in collecting or attempting to collect the Instalments and any other amounts due to the Company including expenses of legal proceedings and of representatives engaged for collections.
- b. The Borrower shall reimburse all sums paid or expenses incurred by the Company within 3 days from the date of notice of demand from the Company. The said sums shall attract penal charges from date of payment till date of reimbursement

20.WAIVER:

Any delay in exercising or omitting to exercise any right, power or remedy accruing to the Company under this Standard Loan Terms or any other agreement or document or concession provided by the Company shall not impair any such right, power or remedy and shall not be construed to be waiver thereof or any acquiescence in any default, nor shall the action or inaction of the Company in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the Company, in respect of any other default.

21.ENFORCEABILITY:

If one or more terms set forth in this Standard Loan Terms is invalid or unenforceable, it is agreed that the remainder of the Standard Loan Terms shall nevertheless be enforceable and that, to the extent

permitted by law, the parties intention, as reflected in any such right or provision that is invalid or unenforceable, shall be given effect to.

22.MISCELLANEOUS:

- a. The Company reserves the rights to prospectively alter, amend or revise any of the terms and conditions (including the Rate of Interest, Penal Charges, the rates as applicable for Preclosure and any other charges levied under this Standard Loan Terms) and may notify the Borrower of any changes to the terms and conditions in any manner it considers appropriate.
- b. Any change in address of Borrower shall be intimated to the Company in writing within 4 days of such change.
- c. This Standard Loan Terms shall be governed by and construed in accordance with the laws of India.
- d. If there are two or more Borrowers, their liabilities under this Standard Loan Terms shall be joint and several.
- e. In all correspondence, the Standard Loan Terms number should be quoted by the Borrower.
- f. In this Standard Loan Terms, unless the context or meaning thereof otherwise requires:
 - i. The singular includes the plural, and vice versa.
 - ii. Words denoting a person shall include an individual, corporation, company, partnership firm, trust or any other entity.
 - iii. Headings are for reference only.
- g. The Borrower hereby agrees and confirm that the Company shall have the right to cross sell its other products and services (like insurance) and the products and services of its Affiliates, to the Borrower along with the Loan.

23.ARBITRATION:

- a. All disputes, differences and/or claims, arising out of the Transaction Documents, whether during its subsistence or thereafter, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 ("the Act") or any statutory amendments thereof, notified prior to reference of dispute to arbitration, and shall be referred by the initiator of such dispute to anyone of the following neutral arbitration institutions (hereinafter referred to as the "Arbitration Institution") seeking appointment of an arbitrator resolve such disputes, differences and/or claims:
 - i. Presolv360, an online dispute redressal platform/institution, presently run by Edgecraft Solutions Private Limited, currently having its office at 3rd Floor, Churchgate House, 32, Veer Nariman Roan, Fort, Mumbai 400 023 (and any subsequent changes thereto). (or)

- ii. ADReS Now, an online dispute redressal platform/institution, presently run by ADR e-Sarvantra Private Limited, currently having its office at 63, Palace Road, Vasanthnagar, Bangalore – 560 052 (and any subsequent changes thereto). (or)
- iii. Council for Indian and International Arbitration, a Trust having its office at No. 6, M.T.H. Road, DABC Complex 3rd Floor, Villivakkam, Chennai – 600 049 (and any subsequent changes thereto). (or)
- iv. CNICA (Council for National & International Commercial Arbitration, Chennai) run by Trust for Alternative Disputes Resolution, currently having its registered office at Unit No.412, 4th Floor, Alpha Wing, Raheja Towers, Nos. 113-134, Anna Salai, Chennai 600 002.

The Arbitration Institution shall refer the disputes, differences and/or claims to an arbitrator. The appointment of the arbitrator by Arbitration Institution shall be considered as a joint appointment by mutual consent of all the parties to the Transaction Documents. The award given by such arbitrator shall be final and binding on all parties to the Transaction Documents.

- b. The Arbitration Institution shall appoint a substitute arbitrator in place of the appointed arbitrator in the following events:
 - i. death of the appointed arbitrator; or ii. where the appointed arbitrator is unable or unwilling to act as arbitrator for any reason whatsoever.
- c. The place of arbitration proceedings shall be Chennai. The Courts at Chennai shall have the exclusive jurisdiction to try & entertain all disputes and differences and/or claims, arising out of or under the Transaction Documents. The language of arbitral proceedings shall be English.
- d. Administrative assistance to the arbitrator to facilitate the conduct of the arbitral proceedings, if required, may be provided by the Arbitration Institution.
- e. The parties hereby consent to have the arbitral proceeding conducted by a submission of written pleadings/submissions, documents in physical and/or any other electronic/virtual mode (through exchange of post, email and/or any other mode of electronic communication including video conference (VC), online, virtual hearing etc., using an external application or platform, if necessary) or a combination thereof as may be determined by the arbitrator, whose decision shall be final and binding on the parties.
- f. The arbitrator shall send a copy of the award/interim award/order so passed by him/her and duly certified by him/her through post/courier or a scanned image of such award or electronically/digitally signed award to the parties through e-mail or any other electronic mode either on his own or through the Arbitration Institution, as he/she deems fit, which shall be considered as a signed copy for the purposes of the Act.
- g. The postal/e-mail and/or any other electronic mode of address provided by the Borrower(s) to the Company under the Transaction Document or any other document executed/shared by Borrower(s) with the Company shall be deemed to be an active postal/e-mail and/or any other

electronic mode of address and any service effectuated upon such active postal/e-mail and/or any other electronic mode of address shall be deemed to be completed. Any change

or other discrepancies in the postal/e-mail and/or any other electronic mode of address provided above, shall be informed to the Company promptly.

24. GRIEVANCE REDRESSAL MECHANISM:

The Company has laid out a detailed grievance redressal mechanism in line with the extant guidelines of RBI. The grievance redressal mechanism and contact details are available at www.cholamandalam.com/contact-us/grievance-redressal. The Borrower may get his/her/its grievance/s redressed under the said grievance redressal mechanism.

If any complaint lodged by the Borrower against the Company is rejected wholly or partly by the Company, or the Borrower is not satisfied with the reply or the Borrower has not received any reply within 30 days of receipt of complaint by the Company, the said Borrower can lodge a complaint over the Complaint Management System (CMS) portal through link <https://cms.rbi.org.in/> or send a physical complaint to “Centralised Receipt and Processing Centre, 4th Floor, Reserve Bank of India, Sector-17, Central Vista, Chandigarh - 160017” under the Reserve Bank-Integrated Ombudsman Scheme (RB-IOS).

25. ELECTRONIC/DIGITAL EXECUTION AND COMMUNICATIONS:

The Borrower hereby agree, understand, acknowledge and confirm that he/she/they may accept the Standard Loan Terms and the terms set out in the connected documents in any electronic/digital form (where applicable) by clicking ‘I Agree/Accept’ button or any other mode, which shall be binding on the Borrower.

The Borrower is aware that transmission of the Transaction Documents, terms and conditions, instructions, acceptances and communications (“Communications”) through electronic means such as email, facsimile, SMS text messaging, online/website acceptance, etc. (“Electronic Media”) involves a number of risks including fraudulent alterations and incorrect transmissions and absence of privacy, data protection and confidentiality. However, the Borrower is desirous of receiving Communications from and providing Communications to the Company through the Electronic Media for various matters under the Transaction Documents including in relation to the Loan and the operation thereof.

In consideration of the Company permitting the same, the Borrower hereby irrevocably, confirms and undertakes to the Company as under:

- a. The Company shall be entitled to rely upon the Communications provided through the Electronic Media (and believe the same to be genuine), for their requirements. In case of any question as to what were the Communications provided or received, the records of the Electronic Media received by the Company shall be treated as final, conclusive and binding and the Company shall not be responsible for conducting any verification whatsoever in this regard.

- b. The Borrower confirms that the Company shall not be bound to act in accordance with whole or any part of the communications as it may appear in the Communications so conveyed and the same shall be at the sole risk of the Borrower.
- c. The Company shall not be liable for the consequences of any act or any refusal or omission to act or deferment of action by the Company on basis of the Communications through the Electronic Media.
- d. The Borrower is aware and confirms that the Company is agreeing to act on any Communications provided through Electronic Media only by reason of, and relying upon the undertakings contained in this Clause.

26.ACCEPTANCE:

The Borrower hereby declare as follows: They have read the entire Standard Loan Terms including the material details given in the Schedule/s, which have been filled in their presence, have understood the entire meaning of all the clauses/details and agree to be bound by the same. They have executed necessary documents for the purpose of availing the said facility.