



PERSONAL LOAN AGREEMENT

THIS AGREEMENT IS MADE at the place and date mentioned in the Schedule attached hereto by the Borrower(s) whose name(s) is/are mentioned in the Schedule attached hereto IN FAVOUR OF Ujjivan Small Finance Bank Ltd. acting through its branch at the place as mentioned in the Schedule (hereinafter called the "Bank"). The expressions "Borrower" and the "Bank", unless repugnant to the context, shall include their respective heirs, representatives, successors, executors, administrators and assigns. In the Agreement, singular shall include plural and the masculine gender the feminine or neutral gender. The expression Borrower shall, when more than one, include all of them collectively or any of them individually, as the context may require.

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS

- 1 In this Agreement, the following capitalized words shall have the following meanings:
"Agreement" means this Loan Agreement. "Bank" means Ujjivan Small Bank Ltd., a company incorporated under the provisions of the Companies Act 2013 (CIN: L65110KA2016PLC142162) and a banking company within the meaning of the Banking Regulation Act, 1949 having its Registered Office at Grape Garden, 3rd A Cross, 18th Main, 6th Block, Koramangala, Bengaluru, Karnataka, PIN 560095 and include its successors and assigns. "Borrower" means the entity whose name(s) is/are mentioned in the Schedule attached hereto, and shall include their respective heirs, representatives, successors, executors, administrators and permitted assigns, as applicable. "Branch" means the branch of the Bank which the Borrower has opted for availing Loan and shall include any other branch of the Bank where the Personal Loan Account of the Borrower is maintained or transferred to any time at the sole discretion of the Bank. "Default Interest Rate" means the rate at which the Bank shall compute and apply interest on all amounts not paid when due for payment (or reimbursement) by the Borrower to the Bank, as stated in the Schedule or as may be amended from time to time by the Bank. "EMI" or "Equated Monthly Instalment" shall mean the amount payable every month by the Borrower to the Bank as stated in the Schedule or as may be amended from time to time by the Bank, comprising of interest, or as the case may be, principal and interest. "External Benchmark Rate" in relation to Interest Rate shall mean the market determined reference rate used by the Lender in conformity with the guidelines of RBI to determine the interest rates on loans, which is subject to review by the Lender periodically "Interest Rate" means the rate at which the Bank shall compute and apply interest on the Personal Loan, as stated in the Schedule or as may be amended from time to time by the Bank. Interest rate shall include the "External Benchmark Rate" and the various components of spread internally computed by the Bank. Interest rate will be charged on a FIXED basis during the entire tenor of the loan "Loan Account" means the account maintained by the Borrower with the Bank which records the balance amount owed by the Borrower with reference to the Personal Loan. "Parties" means the Bank and the Borrower referred to collectively. "Personal Loan" or "Loan" or "Facility" means the loans granted by the Bank in terms of this Agreement, up to the limit specified under the Schedule. The expression shall also mean to include the principal amount of Loan and all dues outstanding there under if the context so requires. "Savings Account/s" means the Savings Bank Account(s) of the Borrower, maintained with the Bank. "Schedule" means the schedules of this Agreement. "Website" shall mean any of the Bank's website available under URL: www.ujjivansfb.in, and shall include mobile phone based application(s) that may be provided by the Bank from time to time. In this Agreement, singular shall include plural and the masculine gender the feminine or neutral gender. Any expression not defined herein shall, if defined under General Clauses Act, 1897 shall carry the same meaning as assigned to it under the said Act. The arrangement of clauses in this Agreement shall have no bearing on their interpretation.
- 2 The relationship between the Bank and the Borrower as lender and borrower shall commence from the date of this Agreement and subsist until all monies due and payable by the Borrower to the Bank under this Agreement and in all other documents pursuant hereto shall have been fully paid to and received by the Bank.
- 3 The Personal Loan shall bear Charges and Fees as mentioned in the Schedule, which the Borrower agrees to pay/reimburse to the Bank.
- 4 The Bank shall be entitled to recover from the Borrower Prepayment Charges at the rate mentioned in the Schedule on the amount of Personal Loan, if the Personal Loan is repaid by the Borrower ahead of the Repayment Terms as mentioned in the Schedule.
- 5 The Bank shall also be entitled to recover from the Borrower any other charges or costs incurred or claims suffered by the Bank in connection with the Personal Loan, including on account of execution of this Agreement and any other documentation or security creation pursuant to this Agreement.

- 6 The Bank shall, unless agreed between the Borrower and the Bank otherwise and as stated in the Schedule, disburse the Personal Loan by giving direct credit to the Loan Account or the Savings Account of the Borrower.
- 7 Interest on the Personal Loan shall be charged on a monthly basis, from the date on which the disbursal has been effected in the Loan Account or the Savings Account, and compounded monthly on the declining balance of the outstanding principal amount, and accordingly the computation of the first EMI shall be calculated only for the actual number of days remaining for the due date of first instalment. For rest of the instalments the entire period of 30 days based on a pre-drawn schedule shall be taken into consideration. The disbursement of the Personal Loan will be done by direct credit to the Loan Account or the Savings Account of the Borrower or otherwise without the Bank concerning itself with the receipt of such disbursement by the Beneficiary/Recipient and also with the time taken in such realization.
- 8 The Bank shall be entitled to debit all other amounts due and payable by the Borrower under this Agreement (including but not limited to interest tax, fees, stamp duty, costs, service/prepayment and other charges, claims and expenses) to the Loan Account, unless separately reimbursed to the Bank by the Borrower. Such amounts shall form part of the Personal Loan.
- 9 All amounts in default for payment (i.e. not paid by the Borrower when due to the Bank) including arrears of EMI, interest before the commencement of EMI, costs, charges and expenses debited to the Loan Account shall attract penal interest without there being any need to assign a reason for such revision and interest and penal interest shall thereafter accrue at such revised rate(s).
- 10 Interest on amount of the Personal Loan shall be computed and debited to the Loan Account taking the basis of 360 days a year.
- 11 The Equated Monthly Instalment (EMI) amount shall be arrived at so as to comprise repayment of principal and payment of interest calculated on the basis of the interest rate, periodicity, of repayment, of the entire liability under the Personal Loan at the end of its tenor and the Borrower agrees to continue paying EMIs until all amounts due under the Personal Loan have been repaid in full to the Bank.
- 12 All repayments of Principal and payment of interest and all other amounts by way of EMI or otherwise shall be given effect to in the Loan Account in accordance with the method of effecting payment as stated in the Schedule or as adopted by the Bank from time to time. 13 Repayments ahead of the Repayment Terms shall attract Prepayment Charges as stated in the Schedule.
- 14 The Bank shall, in relation to the Personal Loan:
 - i. have the sole right at any time during the tenure of this Agreement to revise/reschedule the repayment terms/amount of EMI or of any other amounts outstanding there under and the Borrower shall make all future repayments to the Bank according to such revised schedule on being notified by the Bank in its website and/or in its branch offices, of such revision or reschedulement. The Borrower accepts and acknowledges that such notice shall be sufficient notice as regards such changes.
 - ii. be entitled to disclose any information about the Borrower, his/her account relationship with the Bank and/or any default committed by him (whether such information is provided by the Borrower or obtained by the Bank itself and whether in form of repayment conduct, rating or defaults) to its head office, other branch offices, affiliated entities, Reserve Bank of India, any Refinancing agency, credit rating agency and such third parties as the Bank may in its sole and exclusive discretion, deem fit and proper. The Bank shall also be entitled to seek and receive any information as it deems fit in connection with the Personal Loan and/or the Borrower from any third party; and
- 15 With a view to induce the Bank to grant the Personal Loan to him/her, the Borrower, hereby represents/warrants to/covenants/ undertakes with the Bank that he/she:
 - i. shall ensure that the purpose for which the Personal Loan is advanced by the Bank is fulfilled in all respects and produced to the Bank, the necessary documents, as may be required by the Bank;
 - ii. shall promptly and without requiring any notice or reminder from the Bank, repay to the Bank the Personal Loan in accordance with the Repayment Terms mentioned in the Schedule;
 - iii. where applicable, shall inform the Bank of any likely change in his/her employment;
- 16 Insurance Declaration¹:

The Borrower, hereby represents/warrants to/ covenants/ undertakes with the Bank that he/she

 - i. understands that that the insurance policy being offered by the bank is voluntary, however, he/she agrees to opt for the same.
 - ii. understands that the insurance policy is a product underwritten by the insurance company and Bank is merely acting as an intermediary thereof.
 - iii. understands that acceptance/rejection of the application to cover the risk will be at the sole discretion of the insurance company and Bank is distributor of this product on a Non-risk participation basis.

¹ To be retained only if applicable

- iv. understands and agree that the settlement of any claim, arising in case of an eventuality, will be done by the insurance company solely as per terms & conditions of the policy opted for and under the defined guidelines of the insurance company.
 - v. Confirms that he/she has been thoroughly informed about the product being offered by the Bank and I have understood the benefits of the same. Borrower finds the product suitable and chooses to invest into this product.
 - vi. In the case of an eventuality with Borrower which gives rise to a claim, authorize the insurance company to make claim payments to the extent of outstanding loan balance amount to Bank. Balance of claim amount left, if any, may be paid by insurance company to Borrower's nominee/beneficiary.
- 17 The Borrower declares that the Borrower is not related to the director(s) and /or Senior Officer(s) of the Bank or of any other Banks.
 - 18 The Bank shall have the right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the Personal Loan and outstanding amounts under the Personal Loan or any other rights under this Agreement or any other document pursuant hereto to any person in a manner or under such terms and conditions as the Bank may decide in its sole discretion.
 - 19 The Borrower expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the Personal Loan is sold or transferred as his/her lender and make the repayment of the Personal Loan to such person as may be directed by the Bank.
 - 20 The Borrower shall not transfer or assign his/her rights under this Agreement.
 - 21 The Borrower expressly recognizes and accepts that Bank shall without prejudice to its rights to perform any activities itself or through its officers or employees be entitled and has full power and authority so to do to appoint one or more third parties as Bank may select and to delegate to such third party all or any of its functions rights and powers under the finance documents relating to the administration of the Loan including the rights and authority to collect and receive on behalf of Bank from the Borrower all dues and unpaid instalments and other amounts due by Borrower under the finance documents and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices contacting the Borrower, receiving cash/cheques/drafts/mandates et c. from the Borrower and giving valid and effectual receipts and discharge to the Borrower. For the purposes aforesaid or for any other purposes at the discretion of Bank, Bank shall be entitled to disclose to such third parties all information pertaining to the Borrower and the Loan and the Borrower hereby consent to such disclosure by Bank. Notwithstanding the above, the Borrower expressly accept and authorize Bank (and/or any such third party as Bank may select) to contact third parties (including the family members of the Borrower) and disclose all necessary or relevant information pertaining to the Borrower and the Loan and the Borrower hereby consent to such disclosure by Bank (and/ or any such third party as Bank may select).
 - 22 The Borrower shall indemnify the Bank against all losses, damages, claims, costs (including funding costs), expenses, charges, proceedings and all other liabilities whatsoever including legal costs (on a full indemnity basis) which the Bank may incur as a result of: - (a) anything lawfully done by the Bank when acting within the terms of the Personal Loan granted or any failure by the Borrower to perform or observe any of his/her/ its obligations under the Personal Loan granted; (b) the receipt or recovery by the Bank of all or any part of any sum otherwise than on the due date for payment of that sum under the Personal Loan or, as the case may be, the date on which interest is payable in connection with that sum under the Personal Loan; (c) any breach of trust or other fiduciary obligation binding on the Borrower; or (d) any draft, cheque, promissory note, bill of exchange and other order for payment ("item") is or may be payable including, without limitation, each claim and liability arising or incurred by reason of the Bank's endorsement on such item, or whether arising or incurred by reason of forgery thereof or unauthorised signatures thereon or otherwise.
 - 23 All disputes, differences and / or claim or questions arising out of these presents or in any way touching or concerning the same or as to constructions, meaning or effect thereof or as to the right, obligations and liabilities of the parties hereunder shall be referred to and settled by arbitration, to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof, of a sole arbitrator to be appointed mutually by the Bank and the Borrower. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be held in BENGALURU. The Arbitration shall be conducted in English.
 - 24 Central KYC Registry Consent: The Borrower hereby expressly consents the Bank to upload/share with Central KYC Registry his KYC data provided to the Bank. The Borrower also hereby consents to receive information from Central KYC Registry through SMS/e-mail on the mobile number/e-mail Id.
 - 25 Debit Mandate Instruction: The Borrower hereby gives irrevocable mandate in favour of the Bank to debit his Savings Bank/Current Account mentioned in the Schedule hereunder in an amount specified in the Schedule, on the days specified in the Schedule, and credit such debited amount with the Borrower's Personal Loan Account. The Borrower undertakes/ agrees that:
 - a) This Debit Mandate Instruction shall hold good and valid till the Borrower delivers at the Bank, against proper acknowledgment, contrary advice in writing signed by the Borrower.

b) The Bank may, at its discretion, cancel the Debit Mandate Instruction or recall/cancel the cheque books issued to the Borrower or close the said Savings/Current Account, without giving notice to the Borrower if the Bank notices consecutive 3 (Three) instances of dishonour of cheque or insufficiency of funds to carry out this Debit Mandate Instruction. In such event the Bank shall stand relieved forthwith from all its obligations under this Debit Mandate Instruction .

26 The 'TERMS OF SANCTION' provided/annexed with the Sanction Letter No. _____, dated _____, shall also be treated as the part and parcel of this agreement and the borrower hereby agrees to abide by the same.

Signature of the Borrower

SCHEDULE I. DETAILS OF THE BORROWER:

Name:	
Age:	
Father's/Spouse's Name:	
Address:	

II. DETAILS OF THE BANK

Branch Name:	
Branch Address:	

III. DETAILS OF PERSONAL LOAN

Loan Type:	Personal Loan	Loan Amount (INR):	
Rate of Interest (per annum):% (External Benchmark Rate which is% at present + Spread of%)	Instalment Amount (INR):	
Repayment Period (Months):		Repayment Periodicity:	
Mode of Payment of Instalment:		Date for Remittance of First EMI	
Date for Repayment of Instalment:		Insurance Premium Payable (INR):	
Processing Fees (Inclusive of GST) (INR):		Pre-closure Charges (%):	Not allowed before payment of 6 EMIs; 3% of outstanding principle if closed after 6 EMIs and before 12 EMIs; 2% of outstanding principle if closed after 12 EMIs and before 24 EMIs; 1% of outstanding

			principle if closed after 24 EMIs; Balance Transfer is not allowed up to 12 EMIs post which 5% will be applicable on the outstanding principle
Late Payment Charges (INR):		Credit Bureau Charges (INR):	
Repayment Account Change Charges(INR)			

- Fees/Charges/Premiums as stated above are subject to Tax as per the applicable Rules/Regulations. All Fees/Charges/Premiums are non-refundable, and shall be netted off the loan amount at the time of disbursement.

IV. DETAILS OF DEBIT MANDATE INSTRUCTION:

Savings Bank/Current Account Number:	
Maintained at Branch:	
Amount to be debited:	
Periodicity of debit:	Monthly
Day within which the amount to be debited:	
Account to which the amount to be credited:	

DECLARATION REGARDING LOCAL / MAILING / COMMUNICATION ADDRESS

I, Mr / Ms / Mrs _____ am desirous to avail personal loan from Ujjivan Small Finance Bank Limited, _____ branch.

I have submitted my _____ (name of the document) as proof of my permanent address. However, I do not have any proof of my local / mailing / communication address.

I declare that the local / mailing / communication address stated by at the time of loan application is correct and complete to the best of my knowledge and I reside there. I authorize Ujjivan Small Finance Bank to send communications documents to the same address. I undertake to submit the proof of my local / mailing / communication address to Ujjivan Small Finance Bank as soon as I obtain it.

Address _____

Landmark _____ City _____

State _____ PIN Code _____

Mobile Number _____ Land line Number _____

I also authorize Ujjivan Small Finance Bank to verify the local / mailing / communication address mentioned in the loan application form, either through its employees or vendors or any other means as deemed fit by them. I understand that if my local / mailing / correspondence address cannot be verified to the satisfaction of the Bank, Ujjivan Small Finance Bank Limited reserve the right to reject my loan application.

(Signature of the Applicant)

Name:

Date:

Place: