

**TERMS AND CONDITIONS GOVERNING THE FACILITY AGREEMENT
(Vehicle Loan of Ujjivan Small Finance Bank Ltd.)**

1. DEFINITIONS/GLOSSARY OF TERMS:

- 1.1 **“Agreement”** or **“Facility Agreement”** means the Facility Agreement forming part of this booklet, these terms and conditions, and any and all schedules/annexures/attachment(s) annexed thereto after execution by the parties referred therein. Agreement shall also include application, supplementary agreement(s), modifications, alterations, addendum, attachments and schedules subsequently executed during the tenure of the Agreement.
- 1.2 **“Additional Interest”** means the interest that is levied by the Bank at the rate specified in the Facility Agreement upon occurrence of any Event of Default (as defined herein), from the date of occurrence of the Event of Default until remedy of the same and such Additional Interest shall be in addition to the applicable Interest (as defined herein).
- 1.3 **“Applicable Law”** means any statute, law, regulation, ordinance, rule, judgement, order, decree, ruling, bye-law, approval of any Competent Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Competent Authority having jurisdiction over the matter in question, whether in effect as of the date of Facility Agreement or at any time thereafter.
- 1.4 **“Availability Period”** means the period as mentioned in the Sanction Letter, within which the Borrower should make the first drawdown from the Facility, which period is extendable at the discretion of the Bank.
- 1.5 **“Application Form”** means, as the context may permit or require, the credit facility application letter submitted (either physically or electronically) by the Borrower, in such form and manner stipulated by the Bank, for availing of the Facility, together with all other information, particulars, clarifications, letters and undertakings and declarations, if any, furnished by the Borrower or any other persons from time to time in connection with the Facility as required by the Bank.
- 1.6 **“Bank”** or **“Lender”** or **“USFB”** shall mean Ujjivan Small Finance Bank Limited, a company incorporated under the provisions of the Companies Act, 2013 (CIN: L65110KA2016PLC142162) and a Banking Company within the meaning of Banking Regulation Act, 1949, with its Registered Office and Head Office at Grape Garden, No: 27, 3rd "A" Cross, 18th Main, 6th Block, Koramangala, Bengaluru, Karnataka – 560095.
- 1.7 **“Borrower”** means such person to whom the Bank has agreed to grant the Facility and who has availed the Facility, and shall, unless repugnant to the context, be deemed to include the Co-Borrower(s).
- 1.8 **“Business Day”** means a day (other than Public Holiday) on which the Bank and banks are open for business in the location where the account in relation to the Facility is maintained.
- 1.9 **“CERSAI”** means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
- 1.10 **“CIBIL”** shall mean TransUnion CIBIL Limited, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns.
- 1.11 **“Co-Borrower”** means and includes the person(s) who, along with the Borrower shall be jointly and severally liable for repayment of the Outstanding Amount and his/her/their obligation in relation to the Outstanding Amount shall be concurrent with that of the Borrower in all respects as if he/she/they himself/herself/themselves was/were the Borrower and accordingly, the Co-Borrower shall regularly and punctually pay to the Bank the installments as well as other dues payable under the Facility himself/herself/themselves in the event of default by the Borrower.
- 1.12 **“Competent Authority”** shall mean the Government of India (“Gol”), RBI (as defined herein) or the government of any other state of India or any ministry, department, local authority, statutory or regulatory authority, instrumentality, agency, corporation (to the extent acting in a legislative, judicial or administrative capacity or commission under the direct or indirect control of the Gol or RBI or the government of any other state of India or any political subdivision of any of them or owned or controlled by the Gol or RBI or the government of any other state of India or any of their subdivisions, or any court, tribunal or judicial body within India or any legislative, judicial or executive authority, department, Ministry or Public or Statutory Person whether autonomous or not, of the Gol or RBI.
- 1.13 **“Credit Information Company”** means a company which has been granted a certificate of registration by RBI under Section 5 (2) of the Credit Information Companies (Regulation) Act, 2005.
- 1.14 **“Dealer”** or **“Seller”** shall mean any person(s)/entity(ies) which sell(s) or supply(ies) the Vehicle in pursuance of the purchase order/request for purchase placed by the Borrower in relation to such Vehicle.
- 1.15 **“Due Date”** means the date(s) on which any amounts in respect of the Facility including the Interest and/or any other monies, fall due.
- 1.16 **“Effective Date”** means, unless specified otherwise, the first date on which the Facility amount or any part of the Facility amount is disbursed by the Bank to the Borrower or the Dealer or the Seller.

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- 1.17 **“Electronic Clearing System”**, or **“ECS”** or **“ACH”**, shall be deemed to include transfer of funds electronically either through a message for transfer of funds sent electronically or through an image of an instrument of transfer of funds sent electronically or through an electronic file containing the details of the funds transfer sent by electronic media or payment through an electronic cheque or where funds are transferred through various types of plastic cards or such other debit clearing service notified by RBI, participation in which has been consented to in writing by the Borrower for facilitating payment of EPIs and/or PEPIL.
- 1.18 **“Equated Periodical Installment”** or **“EPI”** means the amount of each periodical payment required to be paid to the Bank, on such periodical intervals as mentioned in the Facility Agreement, to amortise the Facility with Interest over the tenure of the Facility.
- 1.19 **“Event of Default”** shall mean the events as listed in Clause 6 hereto.
- 1.20 **“External Benchmark Lending Rate”** or **“EBLR”** in relation to rate of Interest means the market determined reference rate used by the Bank in conformity with the guidelines of RBI to determine the interest rates on loans, which is subject to review by the Bank periodically. The prevailing External Benchmark Lending Rate is as mentioned on the Website.
- 1.21 **“Facility”** or **“Facilities”** means such amount of the loan/financial assistance which is applied for/availed of by the Borrower, as specified in the Facility Agreement.
- 1.22 **“Facility Document(s)”** or **“Finance Document(s)”** means: each among (a) the Facility Agreement, (b) Application Form, (c) Sanction Letter, (d) Deed of Guarantee and (e) various Forms under the provisions of the Central Motor Vehicles Rules, 1989, and include all writings and other documents executed or entered into, or to be executed or entered into, by the Obligors or, as the case may be, any other person, in relation, or pertaining, to the Facility and each such Facility Document as amended from time to time. Demand Promissory Note and Take Delivery Letter for DPN (if any) executed by the Borrower in favour of the Bank also will be termed as Facility Document(s) or Finance Document(s).
- 1.23 **“Fixed Rate of Interest”** means the fixed rate of interest applicable on the Facility, which is subject to review by the Bank from time to time, pursuant to the Facility Agreement.
- 1.24 **“Floating Rate of Interest”** means the sum of the MCLR or EBLR plus Spread applied by the Bank on the Facility, as may be decided by the Bank from time to time, pursuant to the Facility Agreement.
- 1.25 **“Guarantee”** means the irrevocable and unconditional guarantee (if any) in favour of the Bank, issued or to be issued by the Guarantor in a form and manner satisfactory to the Bank, to secure the obligations of the Borrower with reference to the Facility
- 1.26 **“Guarantor(s)”** shall mean the person(s) who has/have guaranteed the due performance and repayment of the Facility by the Borrower and have stood as a surety/guarantor for the Facility as mentioned in the respective Facility Documents, who along with the Borrower shall be jointly and severally liable for repayment of the Outstanding Amount.
- 1.27 **“IBC”** shall mean the Insolvency and Bankruptcy Code, 2016, along with all rules and regulations thereunder, as amended/supplemented/modified from time to time.
- 1.28 **“Interest”** shall have the meaning as assigned to the term in Clause 5 of the Facility Agreement.
- 1.29 **“Late Payment Charges”** means the charges that should be paid by the Borrower to the Bank at the rate specified in the Facility Agreement on account of delay in payment of the EPI or PEPIL or any other amounts due and payable by the Borrower to the Bank on the respective Due Dates. Late Payment Charges shall be calculated from the Due Date until payment is made to the Bank. The Bank reserves the right to waive collection of Late Payment Charges at its discretion.
- 1.30 **“Loan to Value Ratio”** or **“LTV”** means the ratio of the Outstanding Amount to the current market value of the Vehicle, as determined by the Bank in its absolute discretion.
- 1.31 **“MCLR”** means the marginal cost of funds based lending rate of the Bank as may be determined and published by the Bank from time to time. The prevailing MCLR is as mentioned on the Website.
- 1.32 **“Manufacturer”** shall mean and include manufacturer of Vehicles as may be approved by the Bank from time to time.
- 1.33 **“Material Adverse Effect”** means the effect or consequence of any event or circumstance which is or is likely to be: (a) adverse to the ability of the Obligor or any person to perform or comply with any of their respective obligations under any of the Facility Documents in accordance with their respective terms; or (b) prejudicial to any of the businesses, operations or financial condition of the Obligor.
- 1.34 **“Motor Vehicles Act”** means the Motor Vehicles Act, 1988 and all statutory amendments thereof.
- 1.35 **“Motor Vehicles Rules”** means the Motor Vehicles Rules, 1989 and all statutory amendments thereof.
- 1.36 **“Obligors”** shall collectively mean the Borrower, Co-Borrower and Guarantor and any other third-party security provider in accordance with the terms of the Facility Documents.

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- 1.37 **“Outstanding Amount”** means outstanding principal amount of the Facility, interest, EPI, PEPII, Additional Interest, fees, costs, charges (including Late Payment Charges), expenses and all other sums whatsoever payable by the Borrower to the Bank under the Facility Documents and/or in connection with the Facility and any other amounts payable by the Borrower in respect of or incidental to the Facility or its recovery or realization.
- 1.38 **“Pre Equated Periodical Instalment Interest” or “PEPII”** means interest at the rate indicated in the Facility Agreement on the disbursed amount under the Facility from the relevant date of disbursement to the date of commencement of EPI.
- 1.39 **“Pre-Closure” or “Pre-Close”** means repayment of the entire dues under the Facility before the completion of tenure stipulated in the Facility Agreement, in accordance with the terms and conditions laid down by the Bank.
- 1.40 **“Processing Fee”** shall mean all such initial payments which shall not be limited to documentation reimbursement, meeting expenses, applicable processing fees and any other applicable charges as may be levied by the Bank for disbursement of the Facility to the Borrower.
- 1.41 **“Public Holiday”** means Second Saturday, Fourth Saturday, Sunday or a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881), and days on which banks are not open for business either in the respective Clearing House or in the place of business of the Bank where the account in relation to the Facility is maintained.
- 1.42 **“Purpose”** means the purpose for which the Facility is availed by the Borrower, and more specifically mentioned in the Sanction Letter.
- 1.43 **“RBI”** means the Reserve Bank of India.
- 1.44 **“RBI Guidelines”** shall mean any guideline, circular, notification, regulation, requirement or other restriction or any decision or determination relating to taxation, monetary union, capital adequacy norms and other prudential norms on income recognition, asset classification and provisioning pertaining to advances by banks and financial institutions, liquidity, reserve requirements, or reserve asset, special deposit cash ratio, or capital asset requirements or any other form of banking or monetary control issued or made by, or any interpretation, policy or administration of any of the foregoing, by any Competent Authority having jurisdiction over the matter in question, including any of these that has been or may be issued by RBI in any manner connected with small finance banks in the private sector, whether in effect as of the date of the Facility Agreement or thereafter.
- 1.45 **“Registering Authority” or “Regional Transport Authority” or “RTA”** shall mean an authority empowered to register motor vehicles under the Motor Vehicles Act.
- 1.46 **“Repayment”** means and includes repayment of all dues in respect of the Facility, which shall include the principal amount of the Facility, Interest, all taxes, levies, charges, legal fees, expenses and costs etc., provided for in the Facility Agreement.
- 1.47 **“Sanction Letter”** means the letter issued by the Bank sanctioning the Facility, together with the relevant particulars, terms and conditions mentioned in the same, and includes the subsequent sanction letter(s) issued by Bank regarding the Facility from time to time or any other communication sent by the Bank and any and all amendments, modifications, variations, supplemental, extensions and/or replacements to any or all of the above, from time to time.
- 1.48 **“Security”** shall mean such security, hypothecation, pledge, lien, assignment, security interest (including without limitation mortgage, charge (whether fixed or floating) or other encumbrance of any kind under Applicable Law) as may be created, or agreed to be created, by the Obligors in favour of the Bank to secure the due payment/repayment of the Outstanding Amount by the Obligors to the Bank and/or the performance of the obligations under the Facility Documents by the Obligors.
- 1.49 **“Tax”** includes any and all direct and indirect, present and future taxes, including without limitation any tax, levy, impost, duty, demand, cess, fees, revenues, surcharge, claims, public demands or other charge or withholding of a similar nature (including any related penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).
- 1.50 **“Tenor” or “Tenure”** means the period as specified in the Facility Agreement, for which the Facility has been provided and within which period the Facility, along with accrued interest and other additional interest, charges and payments, shall be paid back to the Bank.
- 1.51 **“Vehicle”** for the purpose of the Facility shall mean each of the vehicle(s) referred to in Annexure I forming part of Schedule hereto, which shall include “e-cart” or “e-rickshaw” as per the provisions of the Motor Vehicles Act 1988 (as amended by Act 3 of 2015), and all accessories.
- 1.52 **“Website” or “Official Website of the Bank”** means the website of the Bank, presently being www.ujjivansfb.in.

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2. **Interpretation:** In the Facility Documents and this terms and conditions, reference to the masculine gender includes the reference to the feminine gender and vice versa. The meaning of the terms used in the Facility Documents shall be equally applicable for both singular and plural forms of the terms. Unless otherwise specified, reference to a Clause shall mean reference to that particular clause of the Facility Document. The Facility shall be governed by the terms and conditions in the Facility Agreement, the terms and conditions in the Facility Documents, the terms and conditions contained herein as well as those embodied in the applicable vehicle loan scheme of the Bank. In case more than one Vehicle is being financed through the Facility, the term Vehicle shall be deemed to include all such Vehicles.
3. **Charges/Fees:** The Borrower shall have to pay to the Bank applicable Processing Fee, documentation charges, Cheque/ACH/Standing Instruction return charges, Late Payment Charges, and all such charges mentioned in the Facility Agreement. All Charges/Fees will be subject to applicable Tax. Any such Charges/Fees/Tax should be paid to the Bank by the Borrower forthwith upon debit, or along with the next following EPI. In the event the Borrower chooses not to avail the Facility, or requests the Bank to cancel the Facility after submission of Application Form, the Borrower shall have to pay to the Bank the Processing Fees. The Processing Fees so paid will not be refundable under any circumstances. The Borrower shall be deemed to have waived specific notice in respect of any such charges or revision thereof and notice published in the Notice Board displayed at the branch of the Bank or on the Website or an entry appearing in the account copy shall be deemed to be sufficient notice to the Borrower.
4. **Restriction of Liability:** The sanction of Facility is at the sole discretion of the Bank and the Borrower shall not have any right to insist the Bank in this regard. The Bank does not undertake any obligation to finance any further credit requirements of the Borrower, whether such requirements arise on account of increase in cost of the Vehicle or otherwise. The Bank is not bound to disburse the Facility even if sanctioned, unless the Borrower conforms to the Conditions Precedent (discussed hereunder) and the terms and conditions governing the Facility. If the Borrower fails to comply with any of the terms and conditions governing the Facility, or if the Bank is of the opinion that the Borrower is not compliant of any terms and conditions governing the Facility, the Bank may cancel the Facility at its discretion, even if the Facility is disbursed in full or in part. Any increase/escalation in cost of the Vehicle shall be borne/met by the Borrower and the Bank's liability to disburse amounts under the Facility, at any time, shall not exceed the limit/amount mentioned in the Facility Agreement. Further, the Borrower shall be solely liable to bear the costs of insuring and registering the Vehicle. The Borrower shall continue to remain at all times liable and responsible for ensuring the payment/repayment of all EPI of Outstanding Amount on or before the relevant Due Date(s) without any further notice/intimation given by the Bank, at such place/s as the Bank may specify, without any deductions whatsoever so as to enable the Bank to fully realize the amounts due on or before the respective Due Date(s). If any Due Date falls on a Public Holiday the repayment should be made on the succeeding Business Day. If the Borrower has executed any standing instruction or ACH instruction, the Bank may, at its discretion, present such instructions for encashment, in such situations, on any preceding or succeeding Business Day of the Due Date and the Borrower should maintain adequate funds in the funding account accordingly. If the repayment is made through any payment aggregator, such repayments will be accepted by the Bank subject to such conditions as may be stipulated by the Bank. Credit for payments by any method will be given only after realization, on the Due Date(s) occurring after such realization. The acceptance by the Bank of any payment which is less than the full EPI or the amount due as on the given date shall not constitute a waiver of the Bank's right to receive payment in full at such time or at any subsequent time or a waiver of any other rights whatsoever of the Bank.
5. **Conditions Precedent:** The Facility may be disbursed by the Bank to the Borrower, in one or more tranches upon fulfilment of the following conditions precedent ("**Conditions Precedent**"). Failure to fulfil any of the Conditions Precedent could result in the Bank refusing to disburse the Facility:
 - a) The Obligors meet the Bank's requirement of creditworthiness. The Bank shall be entitled to make or cause to be made market inquiries or credit bureau checks of such nature as the Bank may deem fit in this regard and, further, it shall be entitled to call for such credentials from the Obligors as may be required.
 - b) The Obligors are in compliance of all the terms and conditions under the Facility Documents, and there exists no default or breach under the Facility Documents or any circumstance which may make it improbable for the Obligors to fulfil his/her/their obligations under any Facility Document.
 - c) In relation to the Obligors, absence of any pending, ongoing or threatened legal/other proceedings which, if adversely determined, may have an adverse effect on: (i) the ability of the Obligors to comply with the Facility Documents, or (ii) the interests of the Bank.

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- d) Execution, filing, registration and delivery, by the Obligors, of all Facility Documents in the form, manner and substance acceptable to the Bank.
 - e) Creation and perfection of the security interest over the Security as mentioned in the Facility Documents by the Obligors in favour of the Bank in the form, manner and substance acceptable to the Bank.
 - f) If required by the Bank or under the provisions of any law, the Obligors to satisfy the Bank of such evidence as may be acceptable to the Bank: (i) about the utilization of the proceeds of the prior disbursements (if any) under the Facility, and (ii) that the disbursement is required for and shall be utilized only for the purpose for which the Facility is sanctioned.
 - g) The Obligors shall have submitted to the Bank requisite proof regarding ownership of a residential property, in such form and manner as may be acceptable to the Bank.
 - h) The Obligors shall have provided to the Bank, such details, documentary evidences and information as may be required by the Bank under the guidelines of RBI on 'know your customer' ("KYC") norms, assess eligibility of the Borrower to avail the Facility, the documents/information evidencing Margin Money deposited with the Dealer/Seller, execution of requisite loan documents to the satisfaction of the Bank and creation of Security in favour of the Bank.
 - i) The Obligors shall have submitted to the Bank, valuation report, registration certificate and insurance cover note in relation to the Vehicle (to the extent as applicable) in such form, substance and manner as may be acceptable to the Bank.
 - j) The Obligors shall have submitted to the Bank, requisite bank statements (to the extent as applicable).
 - k) The Obligors shall have submitted to the Bank such utility bills (such as electricity, telephone, gas, water bill), as may be applicable.
 - l) The Obligors shall have submitted to the Bank requisite forms prescribed under the Applicable Laws, the Motor Vehicles Act, the Motor Vehicles Rules and other statutes (to the extent as applicable).
 - m) The Obligors shall have furnished to the Bank copies of the driving license and such other authorizations issued in his/her/their name to drive the Vehicle with reference to the Motor Vehicles Act/the Motor Vehicles Rules, or, alternatively, shall have provided the registration certificate of any existing vehicle (subject to the stipulations in the concerned vehicle loan scheme of the Bank).
 - n) The Obligors shall have obtained and delivered to the Bank requisite authorizations/documents that may be required by the Bank, including without limitation:
 - (i) All the constitutional documents and authorizations including corporate authorizations and resolutions and/or authority letter etc. including any certifications in relation to the same as may be required by the Bank, from time to time (to the extent as applicable);
 - (ii) The Obligors shall have delivered to the Bank specimen signatures of the authorized signatories of the Obligors, in such form and manner as required by the Bank;
 - (iii) The Borrower shall, cause the Guarantor(s) (if stipulated in the sanction) to execute and hand over to the Bank an irrevocable and unconditional Guarantee in favour of the Bank; and/or
 - (iv) Any other document(s) as may be required by the Bank in its sole and absolute discretion.
6. **Event of Default:**
- a) Non-payment of amounts payable under the Facility Documents (including but not limited to PEP II & EPI) on the relevant Due Date thereof. It is clarified that only the Due Date shall be reckoned for the purpose of guidelines of RBI on Income Recognition, Asset Classification and Provisioning pertaining to Advances, irrespective of whether or not the Bank has granted at its discretion, grace period (if any) for repayment of PEP II and/or EPI.
 - b) Where any NACH/ECS/Standing Instruction is not renewed before the relevant Due Date or if any payment made by the Obligors to the Bank falls short of the payment required to be made by the Obligors with respect to the amount due from the Borrower to the Bank.
 - c) Breach of any terms and conditions of the Facility Documents.
 - d) Any information, representation, warranty, confirmation, assurance or declaration provided by the Obligors or any third party in terms of/under any Facility Document and/or in relation to the Facility is or becomes false, misleading or otherwise incorrect.
 - e) Security is in jeopardy or its value depreciates, including in case of excess damage, to such an extent that in the opinion of the Bank further security should be given and such security is not given, or rights over the Security created are altered, or is used for any illegal purposes/activities, or if the ability of the Bank to enforce the Security created on the Vehicle is affected.
 - f) Failure of the Obligors to inform the Bank of the occurrence of any Event of Default or any event which after the notice or lapse of time, or both, would become an Event of Default.

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- g) Failure of the Obligors to furnish to the Bank a detailed end use certificate/statement of the Facility as and when required by the Bank.
- h) Any default by the Obligors under any credit facility agreement or arrangement entered into by the Obligors with the Bank, any bank and/or financial institution/ non-banking financial company and/or other creditors, either under the Facility Documents or vice-versa (“**Cross Default**”).
- i) Initiation or threatening of any proceedings for declaring any Obligor as insolvent or wilful defaulter or passing of any order against any Obligor thereunder.
- j) Using or having used or alleged to have been used the Vehicle for any illegal or speculative purposes or activity.
- k) Any act or attempt to tamper with, mishandle, alter, disconnect, remove or access the Global Positioning System capabilities (hereinafter “**the Device**”), if the Vehicle is equipped/fitted/enabled with GPS capabilities.
- l) Withdrawing consent given to the Dealer/Bank/manufacturer of the Vehicle to track, monitor, store or retrieve (using such technologies, including satellite mapping) the data related to movement and usage of the Vehicle.
- m) The Obligors cease to carry on the declared occupation or profession and/or becomes disqualified or disentitled (temporarily or permanently) from carrying on the declared profession and/or ceases to be a member of the association of professionals of which the Obligor is a member and/or if any disciplinary proceeding or action is instituted or taken against the Obligor.
- n) Where the Obligor is an employee, the Obligor opts for any scheme or accepts any offer from its employer providing any benefit or resigning or retiring from the employment, or upon the employer terminating the Obligor’s employment for any reason, or upon the Obligor resigning or retiring from the service of its employer for any reason whatsoever.
- o) One or more events, conditions or circumstances exist or shall have occurred which will have a Material Adverse Effect on the Facility.

The decision of the Bank as to whether or not an Event of Default has occurred will be final and binding upon the Obligors. The Obligors shall have to promptly notify the Bank in writing upon becoming aware of any default and any event which constitutes (or, with the giving of notice, lapse of time, determination of materiality or satisfaction of other conditions, would be likely to constitute) an Event of Default and the steps, if any, being taken to remedy it.

The basis for classification of the Facility as Special Mention Account (“SMA”) categories shall be as follows (subject to the guidelines issued by RBI from time to time):

SMA Sub-categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue
SMA-0	Upto 30 (Thirty) days
SMA-1	More than 30 (Thirty) days and upto 60 (Sixty) days
SMA-2	More than 60 (Sixty) days and upto 90 (Ninety) days

The basis for classification of the Facility as Non-Performing Asset (“NPA”) shall be as follows (subject to the guidelines issued by RBI from time to time): Interest and/or instalment of principal remains overdue for a period of more than 90 (Ninety) days. [Flagging of the account related to the Facility as overdue shall be done by the Bank as part of its day-end process for the Due Date, irrespective of the time of running such processes by the Bank. Classification of the account related to the Facility as SMA as well as NPA shall be done as part of day-end process for the relevant date. SMA or NPA classification date shall be the calendar date for which the day end process is run.]

7. **Bank’s Right of General Lien and Set Off:** The Bank shall have general lien and right of set off on all the deposit accounts maintained by the Obligors with any branch of the Bank and/or on all articles or assets (whether movable or immovable) of the Obligors in the custody of the Bank either as securities for any other loan/advance availed by the Obligors from the Bank or kept in safe custody/safe deposit vault. In the event of any default being committed by the Obligors in payment of the instalments or any amount as and when the same is due, the Bank shall be entitled to exercise its rights of set off without notice to the Obligor and appropriate towards the dues the proceeds of any deposits maintained by the Obligors with any branch of the Bank. The Bank will be within its rights to sell/dispose of all such articles/assets held by the Bank, at its discretion, if the Bank observes any breach of terms of the Facility Documents or the terms and conditions, and appropriate the proceeds in satisfaction of the dues owed by the Obligors to the Bank. In addition to the above mentioned rights or any other right which the Bank may at any time be entitled whether by operation of law, contract or otherwise, the Bank will have absolute rights to: (a) combine or consolidate at any time all or

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any of the accounts and liabilities of the Obligor with or to any branch of the Bank and (b) sell or dispose of any of the assets of the Obligor held by the Bank, by way of public or private sale or assignment or in any other manner whatsoever without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to the Bank from the Obligor, including costs and expenses in connection with such sale/disposal/transfer/assignment.

8. The Bank shall have the right to retain or to destroy at its pure discretion, the documents/information submitted by the Obligor in connection with the Facility, upon closure of the Facility.
9. **Life Insurance:** Borrowers who wish to obtain life insurance cover for insuring their lives shall be free, on voluntary basis, to opt for insurance coverage. The Bank will, under no circumstance, insist its borrowers to avail the insurance coverage. The Bank may administer life insurance through selected insurance companies, the list of which may change from time to time. Such insurance, subject to the guidelines of the concerned insurance company, would cover the lives of borrowers. Borrowers who wish to opt for such insurance coverage should peruse the relevant booklet containing the details of insurance companies with whom the Bank has tie up, the structure of sum assured, rate of insurance premium etc. and clearly understand the benefits and de-merits of the insurance coverage prior to opting for insurance coverage. The Bank shall be mere corporate agent in regard to such insurance arrangement and all issues pertaining to such insurance coverage, including the insurance premium, eligibility norms, insurance claims etc., shall be governed by the terms and conditions of the Master Policy of concerned insurer. Insurance coverage may not be available in case of drop-out or pre-closure of the Facility. All matters related to the insurance policy are subject to terms and conditions of the concerned insurer. Any borrower opting for such life insurance being administered by the Bank may pay the applicable premium amount either by depositing with the Bank or by authorizing the Bank to deduct from and out of the proceeds of the Facility, for onward payment to the concerned insurer(s). The borrowers should get proper receipts therefor. However, nothing contained herein shall cast any obligation on the Bank to insure the lives of the borrowers or to renew the policy/ies. The borrowers shall be solely responsible to obtain credit shield, insuring his/her life and to get such policy/ies renewed from time to time. The Bank reserves the right (but not bound) to pay the premium on behalf of the borrowers in case of the borrowers' failure and get such amounts reimbursed by the concerned borrower. The Bank shall have the right to receive and adjust any payment that the Bank may receive in connection with any insurance policy/ies against the Facility and alter the Repayment Schedule as set out in the Facility Documents in any manner as it may deem fit notwithstanding anything to the contrary contained in the Facility Documents or any other document or paper.
10. **Notice:** Any notice or request or communication to be given or made by a party to the other shall be in writing and shall be sent to the concerned party(ies) at the address mentioned/specified in the Facility Agreement. The notice/request/communication sent by the Obligor should be by way of pre-paid registered AD post/speed post and to be sent to the address of the Bank (mentioned in the Facility Agreement) and shall be deemed to have been received by the Bank, when it shall have actually been received by the Bank at the address. The notice/request/communication sent by the Bank may be sent in any manner that the Bank may so deem fit and proper (in its sole and absolute discretion) and the same shall be deemed to have been received by the Obligor: (a) if given by post on the expiration of 2 (Two) days after the same shall have been delivered to the post office and for proving the service it shall be sufficient to show that the envelope containing the notice was properly addressed and posted, and (b) if delivered personally, when left at the address of the Obligor (mentioned in the Facility Agreement), and a certificate by an officer of the Bank who sent such notice or communication that the same was so given or made shall be final, conclusive and binding on the Obligor.
11. **Miscellaneous:** (a) The Guarantor would be liable under the guarantee deed as a principal debtor and will be jointly and severally liable to the Bank along with the Borrower. The Bank will be within its right to proceed either against such Guarantor or the Borrower for recovery of Outstanding Amount, in case of default. (b) No delay in exercising or omitting to exercise any right, power or remedy accruing to the Bank shall impair any right, power, remedy of the Bank nor shall be construed to be a waiver thereof or any acquiescence of such default. No action or inaction of the Bank in respect of any default or acquiescence of any default affect or impair any right, power or remedy of the Bank in respect of any other default. The rights and remedies of the Bank provided herein and in the Facility Documents are cumulative and in addition to any rights and remedies provided by law which the Bank shall be entitled, but without being bound, to exercise at its absolute discretion. (c) The provisions/clauses of the Facility Documents that by their nature and context (including but not limited to the provisions/ clauses for enforcement, jurisdiction, payment of interest, additional interest, liability of the Obligor and their covenants, representation and warranties etc.) are intended to survive the performances, hereof, shall so survive the completion and termination of the Facility Agreement.

**TERMS AND CONDITIONS GOVERNING THE FACILITY AGREEMENT
(Vehicle Loan of Ujjivan Small Finance Bank Ltd.)**

12. The terms and conditions contained herein are indicative and the detailed terms and conditions shall be as per the Facility Agreement forming part of this booklet. In case of any conflict between the provisions of the terms and conditions contained herein and the Facility Agreement, the terms in the Facility Agreement shall prevail.
13. The Obligors may contact the toll-free helpline number 1800 208 2121 or send e-mail to customercare@ujjivan.com, in case of any enquiries, grievances or in case any employee of the Bank behaves inappropriately. The Obligors may also approach the Regional Nodal Officers of the Bank at the respective Regions (changes in the contact particulars shall be updated on the Website, and the Obligors is advised to visit the Website for latest contact particulars of the Regional Nodal Officers):

East	West	North	South
Regional Nodal Officer Ujjivan Small Finance Bank Ltd., 4th Floor, Rishi Tech Park, Premises No.02-0360, Plot No.DH-6/2, Action Area 1D, New Town, Kolkata - 700 156 Contact Number: +91 33 4045 2171 Ext: 171 Email: rno.east@ujjivan.com	Regional Nodal Officer Ujjivan Small Finance Bank Ltd., Almonte IT Park, SR No: 8, 7 th Floor, Next to Reliance Smart, Hadapsar Mundhwa Bypass, Village Kharadi, Pune - 411 014 Contact Number: +91 20 41412121 Ext: 130 Email: rno.west@ujjivan.com	Regional Nodal Officer Ujjivan Small Finance Bank Ltd., Block-D, Plot No: 7, Vyapar Marg, GMTT Building, 2 nd & 3 rd Floor, Block D, Sector 3 Noida, Uttarpradesh - 201 301 Contact Number: +91 0120 6262121 Ext: 120 Email: rno.north@ujjivan.com	Regional Nodal Officer Ujjivan Small Finance Bank Ltd., Grape Garden, No: 27, 3rd A Cross, 18th Main, 6th Block, Koramangala, Bengaluru - 560 095 Contact Number: +91 80 4071 2121 Ext: 874 Email: rno.south@ujjivan.com

Copy of these Terms and Conditions is available at branches of the Bank for reference purpose. The Obligors are not under obligation to accept/acknowledge/agree to/sign the Facility Documents (which includes these Terms and Conditions) unless he/she/they reads, understands and convinces himself/herself/themselves about the terms and conditions of the Facility Documents, and he/she/they is/are fully agreeable with the clauses therein.