

## MAJOR TERMS AND CONDITIONS GOVERNING LOAN AGREEMENT HOUSING

These terms and conditions (hereinafter referred to as “T&Cs”) shall be applicable to housing loan extended/to be extended by USFB (as defined herein) to Borrower [which term shall mean and include such person to whom USFB has agreed to grant the Loan (as defined herein), and shall, unless repugnant to the context, be deemed to include the Co-Borrower(s) (as defined herein) and each of his/her legal representatives, executors, administrators, successors, and permitted assigns, as applicable].

### 1. Definitions

- 1.1 “**Additional Interest**” means the interest payable over and above the Rate of Interest at the rate as mentioned in the loan agreement.
- 1.2 “**Affiliate**” shall mean in relation to any party, a person who, whether directly or indirectly, controls, is controlled by or is under the common control of such party.
- 1.3 “**Application Form**” means the loan application form filled in and submitted by the Borrower to USFB in relation to the Loan.
- 1.4 “**Associate**” includes in relation to a person: (a) being a corporate entity, shall mean any entity or person, which controls, is controlled by, or is under the common control of such person; (b) being an individual, shall mean any relative or any other entity or person, which is controlled by such person or a relative of such individual (as defined under the Companies Act, 2013); (c) being a company, shall mean any Associate Company (as defined under the Companies Act, 2013); and (d) in any other case shall mean a person controlling or being controlled by a person.
- 1.5 “**Authority**” includes any governmental, semi or quasi-governmental, public, administrative, fiscal, municipal, local, state, central, regulatory, supervisory, judicial or quasi-judicial body, department, commission, committee, authority, courts, tribunal, agency, person, organisation or entity.
- 1.6 “**Availability Period**” means the date as mentioned in the loan agreement, or any other date as may be specified by USFB from time to time, during which the disbursement may be made under the Loan.
- 1.7 “**Business Day**” means a day (other than Public Holiday) on which USFB and banks are open for business in the location from where the Loan is sanctioned.
- 1.8 “**CERSAI**” means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
- 1.9 “**CIBIL**” shall mean TransUnion CIBIL Limited, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns.
- 1.10 “**Co-Borrower**” means and includes the person 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 USFB the instalments as well as other dues payable under the Loan himself/herself/themselves in the event of default by the Borrower.
- 1.11 “**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.
- 1.12 “**Control**” and “**Controlled**” means: (a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to direct its management and policies or to control the composition of its Board of Directors or equivalent body; or (b) ownership of more than 50% of the voting share capital or equivalent right of ownership of that person.
- 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 “**Default**” means (i) an Event of Default; or (ii) an event or circumstance which would (with the expiry of a grace period, giving of notice or the making of any determination under the Finance Document or any combination of them) be an Event of Default.
- 1.15 “**Due Date**” means the date(s) on which any amounts in respect of the Loan including the Interest and/or any other monies, fall due.

- 1.16 **"Equated Monthly Instalment"** or **"EMI"** means the amount of monthly payments, comprising of principal and interest calculated in the manner as mentioned in the loan agreement, and necessary to amortise the Loan with interest over the tenor/period of the Loan.
- 1.17 **"External Benchmark Lending Rate"** in relation to Rate of Interest means the market determined reference rate used by USFB in conformity with the guidelines of RBI to determine the interest rates on loans, which is subject to review by USFB periodically.
- 1.18 **"Finance Documents"** includes the loan agreement, the Sanction Letter, the Application Form, the Security Documents and includes all other agreements, documents, deeds, writings, papers, instruments etc. in relation to the Loan, and designated as such by USFB.
- 1.19 **"Fixed Rate of Interest"** means the fixed rate of interest applicable on the Loan, which is subject to review by USFB after the period as specified in the loan agreement.
- 1.20 **"Floating Rate of Interest"** shall mean the sum of the External Benchmark Lending Rate and Spread applied by USFB to the financial assistance granted by USFB to the Borrower, as may be decided by USFB from time to time, pursuant to the loan agreement.
- 1.21 **"Guarantee"** means the irrevocable and unconditional guarantee (if any) in favour of USFB issued or to be issued by the Guarantor in a form and manner satisfactory to USFB to secure the obligations of the Borrower under the loan agreement.
- 1.22 **"Guarantor"** means person(s) (if any) who has/have guaranteed the due performance and repayment of the Loan by the Borrower and have stood as a surety/guarantor for the Loan as detailed in the loan agreement.
- 1.23 **"IBC"** shall mean the Insolvency and Bankruptcy Code, 2016, along with all rules and regulations thereunder, as amended/supplemented/modified from time to time.
- 1.24 **"Indebtedness"** means any indebtedness in relation to any financial debt (as defined under Section 5 (8) of IBC) or operational debt (as defined under Section 5 (21) of IBC).
- 1.25 **"Late Payment Charges"** means the charges that are levied by USFB at the rate specified in the Sanction Letter due to delay in payment of the EMI or PEMII or any other amounts due and payable by the Borrower to USFB, payable from the Due Date until payment is made to USFB.
- 1.26 **"Loan To Value Ratio"** or **"LTV"** means the ratio of the Outstanding Amount to the current market value of the Property as determined by USFB in its absolute discretion.
- 1.27 **"Outstanding Amount"** means outstanding principal amount of the Loan, interest, EMI, PEMII, Additional Interest, fees, costs, charges, expenses and all other sums whatsoever payable by the Borrower to USFB under the Finance Documents and/or in connection with the Loan and any other amounts payable by the Borrower in respect of or incidental to the Loan or its recovery or realisation.
- 1.28 **"Pre-Closure"** or **"Pre-Close"** means repayment of the entire dues under the Loan before the completion of tenure stipulated in the Sanction Letter in accordance with the Finance Documents.
- 1.29 **"Pre Equated Monthly Instalment Interest"** or **"PEMII"** means interest, at the Rate of Interest as mentioned in the loan agreement, on the Loan from the date/respective dates of disbursement to the date of commencement of EMI.
- 1.30 **"Processing Fee"** shall mean and include at the discretion of USFB, all such initial payments which shall not be limited to documentation reimbursement, meeting expenses, applicable processing fees and any other applicable taxes or charges as may be levied by USFB for disbursement of the Loan to the Borrower.
- 1.31 **"Property"** means the immovable property, as mentioned in the loan agreement, which is owned by the Borrower and shall be deemed to include any immovable property on the Security of which USFB has agreed to advance the Loan and/or any part of the Property. Without prejudice to the generality of the above **"Property"** shall also include: (a) in the case of a building/part of a building, the entire built-up area (and any additions thereto), the proportionate share in the common areas of the building and the proportionate undivided share in the land on which the said building is situated or is being built/will be built; (b) in the case of a flat, the entire built-up area (and any additions thereto), the proportionate share in the common areas of the building in which such flat is/will be situated and the proportionate undivided share in the land on which the said building is situated or is being built/will be built; (c) in the case of an independent structure, the structure and entire plot of land on which the structure is situated or is being built/will be built; (d) in the case of an individual house, the house and entire plot of land on which the house is situated or is being built/will be built, and (e) in case of land, all the benefits arising out of the land along with right, title and interest in respect of any additional/extra floor space index granted to/obtained at any time in future in relation to the land; and together with all the buildings, erections and constructions of every description which are standing erected or attached or shall at any time hereafter be erected and standing or

attached to the land and all things attached to the earth or permanently fastened to anything attached to the earth.

- 1.32 **"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 USFB as set out in the loan agreement.
  - 1.33 **"Purpose"** means purpose for which the Loan is availed by the Borrower, more specifically mentioned in the Sanction Letter.
  - 1.34 **"Rate of Interest"** means the Fixed Rate of Interest or the Floating Rate of Interest as mentioned in the loan agreement.
  - 1.35 **"RBI"** means Reserve Bank of India.
  - 1.36 **"RERA"** means Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder and all such amendments to the same made from time to time, and shall also mean to include any succeeding enactment in that regard for the that time being in force.
  - 1.37 **"Sanction Letter"** means the sanction letter as mentioned in the loan agreement, issued by USFB and accepted by the Borrower.
  - 1.38 **"Security"** means the mortgage, guarantees, hypothecation, pledged shares or any other Security Interest or any other agreement or arrangement having the effect of conferring security in favour of USFB in relation to the Loan including but not limited to a lien, charge, assignment or mortgage as may be required by USFB from time to time.
  - 1.39 **"Security Document"** means the document creating, recording or evidencing the Security Interest or surety or guarantee in favour of USFB to secure any obligation of the Borrower under the Finance Documents.
  - 1.40 **"Security Interest"** includes mortgage, charge, pledge, lien, hypothecation, encumbrance, Security, assignment and other security interest securing any obligation of any person and includes surety, assurances and guarantees and any other agreement or arrangement having a similar effect.
  - 1.41 **"Spread"** in relation to Rate of Interest means the spread/margin as mentioned in the loan agreement.
  - 1.42 **"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);
  - 1.43 **"Transferor Bank"** or **"Transferor Lender"** means the bank or financial institution with whom the Borrower is enjoying credit facility or to whom the Borrower is indebted under any credit facility, as on the date of submission of Application Form to USFB, and from whom USFB propose to take over.
  - 1.44 **"USFB Group"** means USFB and its Affiliates and Associates.
  - 1.45 **"Website"** means the website of USFB, presently being [www.ujjivansfb.in](http://www.ujjivansfb.in).
- 2. Interpretation:** (a) An "authorisation" includes authorisation, consent, clearance, approval, permission, resolution, license, exemption, order, no-objection, power, filing and registration after fulfilment of applicable proceedings and the term "authorize" is to be construed accordingly; (b) "law" includes any constitution, statute, law, rule, regulation, treaty, ordinance, judgment, order, decree, injunction, writ, stipulation, authorisation, scheme, code, notification, circular or any official directive, requirement or guideline (whether or not having the force of law but, if not having the force of law, being of a type with which any person to which it applies is accustomed to comply) of any authority; (c) Reference to "person" includes any person as defined under section 3 (23) of IBC and/or section 2 (zg) of RERA; (d) "proceedings" include any and all litigations, suits, writs, procedures, compliances, arbitrations, proceedings, *lis pendens*, investigations, complaints, process, notices, petitions, appeals, reviews, revisions etc. whether applied, admitted, initiated or not and includes all proceedings at a pre-admission stage as well but does not include proceedings which has been disposed of and period for any appeal, review or revisions has expired; (e) any determination with respect to the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise shall be made by USFB, at it's sole discretion. In the event of a dispute or disagreement over the question of "materiality" or "reasonableness", the views of USFB shall be final, conclusive and binding; (f) On the question whether any of the events/circumstances have occurred/happened, which could be a Default or Event of Default the decision of the USFB shall be final, conclusive and binding on the Borrower and if there is any term and/or condition which is subject to interpretation then such interpretation shall be

assigned to the terms and conditions which is in the beneficial interests of USFB and the Borrower hereby unconditionally and irrevocably agrees to the same.

- 3. Charges/Fees:** The Borrower shall have to pay to USFB applicable Processing Fee, Documentation Charges, Cheque/ECS/ACH/SI Return Charges, Additional Interest, Late Payment Charges, and all such charges mentioned in the Sanction Letter and the T&Cs. All Charges/Fees will be subject to applicable Tax. In the event the Borrower chooses not to avail the Loan, or requests USFB to cancel the Loan after submission of Application Form, the Borrower shall have to pay to USFB the Processing Fees, and 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 branches of USFB or Website or entry in the account copy shall be deemed to be sufficient notice to the Borrower.
- 4. Interest:** (a) The Borrower shall pay interest at the Rate of Interest, subject to periodical changes in Rate of Interest from time to time. If the Loan is availed on Fixed Rate of Interest, the Rate of Interest will be fixed. If the Loan is availed on Floating Rate of Interest, the Rate of interest shall be linked to MCLR or External Benchmark Lending Rate or such other rate duly notified by USFB in its branches, outlets, offices or Website, and the term MCLR or External Benchmark Lending Rate is a tenure linked benchmark, arrived based on the corresponding tenure of a particular advance/facility. The actual lending rate shall be determined by adding the components of Spread to MCLR or External Benchmark Lending Rate of appropriate tenure. Interest shall be calculated on actual number of days taken as 365 (Three Hundred and Sixty Five) a year in non-leap year, and 366 (Three Hundred and Sixty Six) days in leap year. In case the tenure of the Loan is spread over a non-leap and a leap year, the Interest is calculated by reckoning 365 (Three Hundred and Sixty Five) days in non-leap year and 366 (Three Hundred and Sixty Six) days in a leap year. In the event the Borrower intends to Pre-Close the Loan, the Interest would be calculated upto the date of actual Pre-Closure. Interest shall be payable by the Borrower, at such periodicity as mentioned in the Sanction Letter. The Borrower shall be deemed to have perused and understood USFB's method of calculating Interest on reducing balance rate and EMI. (b) During the tenure of the Loan, USFB shall have, at its discretion, the right to change/reset/revise the Rate of Interest, including only the External Benchmark Lending Rate/MCLR or only Spread, at any time and from time to time as per its policy and/or the guidelines issued by RBI or applicable laws or regulations, if any. Also, during tenure of the Loan, USFB shall have the right to shift the basis of External Benchmark Lending Rate to any other permissible reference rate as per the guidelines of RBI or as per its policy. However, in all such situations, USFB shall intimate the Borrower of such changes, through electronic media or print media or through display made in USFB's outlets/branches/offices. Also, USFB shall ensure that such changes are effected only prospectively. The Borrower is advised that EMIs shall automatically change by reason of change in any rates, taxes, charges, imposts, levies and monies whatsoever that are or may be levied on the EMIs or the transaction contemplated under the Finance Documents or are or may become payable by USFB by virtue of the Finance Documents. Such change in the EMIs due to change in the rates, taxes, charges, imposts, levies and monies as stated above shall be effected only prospectively and the same shall automatically form part of the Loan. (c) The Borrower should reimburse or pay to USFB such amount as may have been paid or payable by USFB to any Competent Authority, on account of any tax levied on Interest on the Loan. (d) If the Borrower is permitted to avail the Loan at any concessional Rate of Interest, upon occurrence of any Event of Default the Rate of Interest shall be changed to the rate applicable to open market loan of USFB with effect from date of occurrence of the Event of Default (without prejudice to USFB's rights to recall or cancel the Loan at its discretion), without notice to the Borrower in regard to such changes. In such case the Borrower shall repay or conduct the Loan in conformity with such changed Rate of Interest or such other conditions stipulated by USFB.
- 5. Conditions Precedent:** The Borrower should draw the Loan fully within the period specified in the loan agreement, or (if the Loan is availed for purchase of property) the purchase transaction should be completed within the period specified in the loan agreement, or (if the Loan is availed for construction) the construction should be completed within the period specified in the loan agreement, failing which, the PEMII/EMI and the terms of repayment shall be modified/amended by USFB without any communication/notice to the Borrower, at the sole discretion of USFB subject to its policy/guidelines. In such cases the Borrower shall make repayments under the Loan in conformity with such modified/amended terms of repayment. The obligation of USFB to make disbursement under the Loan shall be subject to fulfilment of the following conditions by the Borrower: (a) Meeting USFB's requirement of creditworthiness. USFB shall be entitled to make or cause to be made inquiries of such nature as USFB may deem fit in this regard and USFB shall also be entitled to call for such credentials from the Borrower as may be required by USFB in this regard; (b) Compliance of all the terms and conditions under the Finance Documents, and non-existence of any Default or breach under the Finance Documents or existence of any circumstance which may make

it improbable for the Borrower to fulfil its obligations under any Finance Document; (c) Convincing USFB about Borrower's absolute, clear, valid and marketable title to the Property free from any and all Security Interest, liability, charges, encumbrances etc.; (d) Absence of any pending, ongoing or threatened proceedings which, if adversely determined, may have an adverse effect on: (i) the ability of the Borrower to comply with the Finance Documents, or (ii) the interests of USFB; (e) Execution, filing, registration and delivery of all documents and instruments including demand promissory note (if stipulated by USFB) and other Finance Documents in the form, manner and substance acceptable to USFB; (f) Creation and perfection of the Security Interest over the Property in favour of USFB, in conformity with the stipulations in the Finance Documents, in the form, manner and substance acceptable to USFB; (g) If required by USFB or under any law provision of such evidence as may be acceptable to USFB to satisfy it: (i) about the utilization of the proceeds of the prior disbursements (if any) under the Loan, (ii) that the disbursement is required for and shall be utilized only for the Purpose. Without prejudice to the above, the Borrower should conform to the Conditions Precedent mentioned in the Finance Documents.

6. **Restriction of Liability:** The sanction of Loan is at the sole discretion of USFB and the Borrower shall not have any right to insist USFB in this regard. USFB does not undertake any obligation to finance any further credit requirements of the Borrower, whether such requirements arise on account of business prosperity or otherwise. USFB shall not take over any existing credit facility/loan of the Borrower, availed from any other bank/lender, unless the Borrower submits to the Bank a specific request along with supporting materials. USFB is not bound to disburse the Loan even if sanctioned, unless the Borrower conforms to the Conditions Precedent and the terms and conditions governing the Loan. If the Borrower fails to comply with any of the terms and conditions governing the Loan, or if USFB is of the opinion that the Borrower is not compliant of any terms and conditions governing the Loan, USFB may cancel and recall the Loan at its discretion, even if the Loan is disbursed in full or in part. The Borrower shall continue to remain at all times liable and responsible for ensuring the payment/repayment of all EMI of Outstanding Amount on or before the relevant Due Date(s) without any further notice/intimation being given by USFB, at such place/s as USFB may specify, without any deductions whatsoever so as to enable USFB to fully realize the amounts due on or before the respective Due Date(s). Credit for payments by any method will be given only on realization or on the relative Due Date(s) or the date for payment of EMI, whichever is later. The acceptance by USFB of any payment which is less than the full EMI or the amount due shall not constitute a waiver of USFB's right to receive payment in full at such time or at any subsequent time or a waiver of any other rights whatsoever of USFB. The Borrower shall not be entitled to cancel the Loan after the disbursement or to refuse to accept disbursement of the Loan, except with the written approval of USFB. If the Borrower's request for closure/cancellation of the Loan is favoured by USFB, the Borrower should pay to USFB such cancellation charges or foreclosure charges as may be stipulated by USFB apart from paying all amount(s) due and payable by the Borrower as per the Finance Documents. In case the Property is in a housing project, where the project is run on commercial lines, and any Authority is interested in promoting the project either for the benefit of the weaker sections of the society or otherwise, and a part of the project cost is met by the Authority through subsidies made available and/or contributions to the capital of the institutions taking up the project, USFB shall have the right to arrive at the Loan amount after reducing from the total project cost the amount of subsidy/capital contribution receivable from the Authority and any other resources proposed to be made available by the Authority.
7. **Security:** (a) The Borrower should create and perfect, at the cost of the Borrower, a first and exclusive charge over the Property and such Security Interest over the assets as mentioned in the loan agreement and such other assets, in conformity with the stipulations in the Finance Documents, in such form, substance and manner as may be required by USFB from time to time to secure the repayment of the Outstanding Amount; (b) The Borrower shall maintain such Minimum Margin and Security Coverage/LTV, as mentioned in the loan agreement, throughout the tenor of the Loan. In the event the Security Interest furnished by the Borrower is found to be insufficient/incorrect in value at any point of time, the Borrower shall furnish such additional Security as may be required by USFB without prejudice to the rights of USFB to recall the Loan/accelerate repayment of the Loan with immediate effect; (c) Each Security Interest created in favour of/for the benefit of USFB shall be in addition to and not in derogation of any other Security Interest which USFB may at any time hold and each such Security Interest shall be continuing security and the same shall be binding upon the Borrower/person providing such security and the Borrower/person providing such security shall not be discharged/released by intermediate payment or any settlement of accounts by the Borrower unless the Loan and all other dues of the Borrower under all loans/facilities given by USFB is fully repaid to the satisfaction of USFB and USFB gives a discharge/release in respect of the Security Interest in writing.
8. **Repayment:** (a) The repayment of all amounts under the Loan should be made subject to the T&Cs and other terms and conditions under the Finance Documents. The Borrower shall have to execute requisite

mandate for registering Standing Instructions/National Automated Clearing House Instructions ("NACH")/Electronic Clearing Service Instructions ("ECS"), if repayment is proposed by way of direct debit to any account of the Borrower. Payment in cash will be permitted by USFB in case there is any technical error in execution of SI/NACH/ECS or the remittance relates to overdue payment or Pre-Closure. Notwithstanding the above, the Borrower shall have to pay to USFB, on demand being made by USFB, the balance then outstanding and owing to USFB inclusive of all Interest upto the date of payment, together with any other charges as demanded by USFB. (b) In case any part of the repayment is bounced owing to insufficient funds or any reason whatsoever, USFB shall be entitled to collect from the Borrower applicable charges at the rate specified in Finance Documents. Any such charges for bounce of payment of EMI may have to be paid to USFB by the Borrower in cash. (c) The repayment of the Loan should be made on the dates mentioned in the Finance Documents. In the event the repayment date falls on a Public Holiday, the repayment should be made on the immediate next Business Day. (d) The Borrower shall be liable to pay to USFB Late Payment Charges at the rate specified in the Finance Documents, if repayment is not made on the respective Due Date(s). (e) If the Borrower wishes to Pre-Close the Loan, the same may be done by fulfilling the conditions specified in the Finance Documents. (f) If, during subsistence of the Loan, the EMI/PEMII or tenure of the Loan undergoes any enhancement or reduction, either pursuant to USFB favourably considering any request of the Borrower or due to any other reason whatsoever, USFB may, for operational convenience, close the existing account relating to the Loan and carry forward the balance available in such existing account relating to the Loan to any newly opened account, or to reassign a new account number to the account relating to the Loan. This shall not be treated as novation or dilution or waiver of the covenants contained in the Finance Documents, and the Borrower shall be liable to conduct the account relating to the Loan in conformity with the covenants in the Finance Documents and amortize the Loan accordingly.

9. **Pre-Closure:** The Borrower may pre-close the Loan subject to the terms and conditions mentioned in the Sanction Letter, and subject to the policy of the Bank drawn in conformity with the directives issued by RBI from time to time.
10. **Appropriation:** (a) Unless otherwise agreed to by USFB, any payment due and payable under the Finance Documents and made by the Borrower will be appropriated towards such dues in the following order: (i) Firstly, towards costs, charges, expenses, incidental charges and other moneys that may have been expended by USFB in connection with the recovery; (ii) Secondly, towards Additional Interest; (iii) Thereafter towards prepayment charges and fees; (iv) Thereafter towards PEMII/EMI/interest over the Loan in case the Loan is a roll over loan or continuing in nature; (v) Thereafter towards principal amount of the Loan. (b) Notwithstanding the above, any amounts paid to USFB may be appropriated by USFB in such other manner as USFB may deem fit in its sole and absolute discretion.
11. **Events of Default:** The Borrower shall be deemed to have been in default and breach under the Finance Documents upon happening or occurrence of any one or more of the following events, (each an "**Event of Default**" and collectively "**Events of Default**"):
  - a) Any information, representation, warranty, confirmation, assurance or declaration provided by the Borrower or any third party in terms of/ under any Finance Document and/or in relation to the Loan is or becomes false, misleading or otherwise incorrect.
  - b) Any action, legal proceedings or other procedure or step is taken, in relation to initiation of insolvency resolution process or a decision by a committee of creditors to appoint an insolvency professional or an application for insolvency resolution process being made under the IBC.
  - c) Failure to observe or comply with any of the terms and conditions of the Loan/any Finance Document by the Borrower or any third party.
  - d) The Borrower fails to make payment of any amount due under/in relation to the Loan/Outstanding Amount including the EMI and PEMII in accordance with the Finance Documents as and when it becomes due or any Repayment Instrument is not delivered to USFB in accordance with the terms of the Finance Documents or when demanded by USFB or if any Repayment Instrument is dishonoured.
  - e) The Borrower commits any act of bankruptcy, insolvency, dissolution, suspends payment to any of its creditors, or if any petition of bankruptcy or winding up or insolvency or dissolution is filed by or against the Borrower.
  - f) A receiver is appointed over or any distress of execution or seizure is levied or enforced upon or threatened against the whole or any part of the Property or any other asset of the Borrower.
  - g) The Property or any asset on which Security Interest is created in favour of USFB depreciates in value to such an extent that in the sole opinion of USFB further Security should be provided and if such Security is not provided within the timeline acceptable to USFB or if any Security/ Security Interest ceases to enure to the benefit of USFB or if any Security Interest becomes infructuous or is challenged by the Borrower or any other person.

- h) An attachment or distraint is levied on the Property or any part thereof and/or proceedings are taken or commenced for recovery of any dues from the Borrower against the Property.
- i) The Borrower fails to furnish and/or deliver any information or document or confirmation required by USFB within the timelines prescribed by USFB or fails to inform USFB of occurrence of any Default.
- j) If the Borrower compounds with his/her creditors or permits any attachment or sequestrations or other process against any of his/her assets or properties.
- k) If Borrower is an individual, the demise of the Borrower or if the Borrower is divorced.
- l) The Borrower fails to furnish to USFB a detailed end use certificate/statement of the Loan as and when required by USFB.
- m) If any proceeding is pending or threatened in relation to the Property or against the Borrower by any party including any authority for any misconduct or breach/violation of any law.
- n) If any authorisation, issued by an authority with respect to construction and/or legality of the Property is withdrawn or cancelled or withheld or stayed for any reason whatsoever.
- o) If the Borrower ceases 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 Borrower is a member and/or if any disciplinary proceeding or action is instituted or taken against the Borrower.
- p) Where the Borrower is an employee (either USFB or any other organisation), the Borrower 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 Borrower's employment for any reason, or upon the Borrower resigning or retiring from the service of its employer for any reason whatsoever.
- q) If the Borrower is included in defaulters list issued by CIBIL any other similar agency.
- r) Borrower is classified as special mention account (SMA) by any of its existing creditors. s) If a cross default as below occurs:
  - i) there is any event of default or a potential event of default (however described) or other similar condition or event which with the lapse of time or giving of notice may become an event of default under one or more agreements or instruments: (i) relating to any Indebtedness; (ii) entered between (a) USFB and the Borrower, or (b) USFB and any of the Borrower's Affiliates/Associates; or (c) the Borrower and any of its lenders; or (d) The Borrower's Affiliates/Associates with any of their lenders; or ii) any Security Interest over any assets of the Borrower to secure any other debt becomes enforceable.
  - t) If any event occurs or circumstances arise which in the opinion of USFB prejudicially affects or may prejudicially affect USFB's interest or the Borrower's or any third party's ability to perform its obligations under the Finance Documents.

If a Default occurs, the Borrower shall forthwith give to USFB notice thereof in writing specifying such Default or such event.

- 12. Remedies of USFB:** (a) Upon the happening of any Event of Default, USFB may, by a notice in writing to the Borrower and without prejudice to the rights and remedies available to USFB under the Finance Documents or otherwise call upon the Borrower to pay all the Outstanding Amount in respect of the Loan and otherwise; (b) USFB may, at its absolute discretion, appropriate any payments made by the Borrower and any amounts realized by it, towards the Outstanding Amount and in any manner whatsoever. Notwithstanding any such appropriation by USFB towards settlement of any dues payable by the Borrower to USFB, the Borrower shall continue to remain liable to USFB for all remaining amounts comprising the Outstanding Amount; (c) USFB will be having absolute rights, at the sole risk and cost of the Borrower, to engage any receiver, agent, manager or other person to collect the Outstanding Amount and/or to exercise all or any of the powers vested on USFB and will also be entitled to recover and receive from the Borrower the remuneration and/or charges of such receiver, agent, manager or other person as aforesaid. USFB may also delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto, as USFB deems fit; (d) Without prejudice to the foregoing, if the Borrower is permitted to avail the Loan at any concessional rate of Interest, upon occurrence of an Event of Default USFB may, at its discretion, change the rate of Interest to the rate applicable to open market loan of USFB with effect from date of occurrence of the Event of Default (without prejudice to USFB's rights to recall or cancel the Loan at its discretion), and in such case the Borrower shall repay or conduct the Loan in conformity with such changed rate of Interest or such other conditions stipulated by USFB. No delay in exercising or in omission to exercise, any right, power or remedy accruing to USFB upon any default under the Finance Documents shall impair any right, power or remedy or shall be construed as a waiver thereof or any acquiescence in such default affect or impair any right, power or remedy of USFB in respect of any other default.

- 13. Subsidy/ Incentive:** If the Loan or the Borrower is eligible for any subsidy or incentive at the instance of any State or Central Government or Authority, such subsidy/incentive shall not be gratuitous, and such subsidy/incentive shall be available to the Borrower only if he/she is compliant of the underlying Rules/Regulations/Provisions governing such subsidy/incentive, apart from meeting the conditions and obligations envisaged thereunder. Further, USFB shall reckon such subsidy/incentive only in accordance with the underlying Rules/Regulations/Provisions governing such subsidy/incentive, and USFB shall not undertake any obligation or liability with regard to such subsidy/incentive other than those are covered under the underlying Rules/Regulations/Provisions governing such subsidy/incentive. The Borrower shall not be eligible for subsidy/incentive, unless conduct of the account in relation to the Loan is satisfactory in the opinion of USFB/the Authority which grants the subsidy/incentive. The Borrower should refund the subsidy/incentive, if any, received by him/her forthwith upon demand by USFB, either to USFB or to any Authority stipulated by USFB. Any such amount not refunded shall automatically form part of the Loan/Outstanding Amount.
- 14. Credit Shield:** Borrowers who wish to obtain life insurance cover for insuring their life shall be free, on voluntary basis, to opt for insurance coverage. USFB will, under no circumstance, insist its borrowers to avail the insurance coverage. USFB 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. If specifically requested by the Borrower, USFB would facilitate the Borrower, through the insurer identified by USFB, to obtain a life insurance cover for a term equal to the tenure of the Loan rounded off to the next full year. The life insurance coverage shall be available only if the Borrower specifically opts therefor and pays the applicable insurance premium. Borrowers who wish to opt for such insurance coverage should peruse the relevant booklet containing the details of insurance companies with whom USFB 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. USFB 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 will not be available in case of drop-out or Pre-Closure of the Loan. 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 USFB may pay the applicable premium amount either by depositing with USFB or by authorizing USFB to deduct from and out of the proceeds of the Loan, for onward payment to the concerned insurer(s). The borrowers should get proper receipts therefor. However, nothing contained herein shall cast any obligation on USFB 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. USFB 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. USFB shall have the right to receive and adjust any payment that insurers may settle in connection with any insurance policy/ies against the Loan, and alter the repayment schedule of the Loan in any manner as it may deem fit notwithstanding anything to the contrary contained in the Finance Documents or any other document or paper.
- 15. Liens and Right of Set Off:** In addition to all liens upon, and rights of set off against the monies, securities or other property of the Borrower given to USFB by law, USFB shall have a lien upon and a right of set off against, all monies, securities and other property of the Borrower in the possession of or on deposit with USFB at any time, whether held in a general or special account or deposit, or for safe keeping or otherwise; and every such lien and right of set off may be exercised without demand upon or notice to the Borrower. No lien or right of set off shall be deemed to have been waived by any act or conduct on the part of USFB or by any neglect to exercise such right of set off or to enforce such lien, or by any delay in so doing and every rights of set off and lien shall continue in full force and effect until such rights of set off or lien is specifically waived or released by an instrument in writing executed by USFB.
- 16. Cross Default:** Occurrence of any default under any other loan/facility being availed by the Borrower from USFB or any other member of USFB Group shall also be treated as an Event of Default and USFB shall have the right to retain and to continue to hold and/or set off, realize and/or sell any assets of the Borrower held by USFB as a security and/or otherwise and adjust the proceeds thereof towards repayment of such loan/facility including any interest and other charges due and payable by the Borrower to USFB and the other members of USFB Group.
- 17. Death of any Borrower:** In case of death of any Borrower, USFB may at its discretion, permit continuance of the Loan, provided the legal heirs of the Borrower/surviving Borrower(s) agrees to the terms and conditions governing the Loan. This shall, however, be subject to the settlement of death claim under the



Credit Shield, and appropriation of the proceeds of death claims settlement done by USFB shall not be disputed by the nominee/heirs/successors/representatives of the Borrower at any point of time.

18. USFB shall have the right to destroy at its pure discretion, the documents/information submitted by the Borrower in connection with the Loan, after closure of the Loan.
19. **Disclosure:**
  - a) USFB reserves the right to disclose, from time to time, any information and data relating to the Borrower (including personal sensitive data or information and any information that requires a consent under the Information Technology Act, 2000/2008, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and/or any other statute) and/or the Loan, in or outside India, to: (i) any group entity of USFB or any of their employees, agents, representatives etc.; (ii) third parties engaged by USFB or any of its group entities for purposes such as marketing of services and products; (iii) any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to USFB or any group entity; (iv) any of the service providers or professional advisers of a group entity with the rights to further share it with their sub-contractors in any jurisdiction; (v) any credit bureau, database/databanks, corporates, banks, financial institutions etc.; (vi) any authority or other entity as required by law or any authority; and/or (viii) any other person: (1) to (or through) whom USFB assigns or transfers or novates (or may potentially assign or transfer or novate) all or any of its rights and obligations under the Loan Documents/Loan; and/or (b) pursuant to the processing or management of data relating to the Loan or the Borrower.
  - b) The Borrower shall only provide true and correct information and data to USFB. Further: (i) CIBIL and any other agency so authorized may use, process the said information and data disclosed by USFB in the manner as deemed fit by them; and (ii) CIBIL and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf.
  - c) USFB has the right of disclosing/submitted the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code') read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the credit/ financial facilities availed from USFB, from time to time, to any 'Information Utility' ('IU') as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by RBI to banks from time to time and the Borrower shall promptly authenticate the 'financial information' submitted by USFB as and when requested by the concerned 'IU'.
  - d) The Borrower shall not raise any dispute in whatsoever manner regarding information/details furnished/to be furnished to Credit Information Company (CIC) or information utilities or any other agency or authorities or as may be otherwise required by USFB.
20. **Indemnification:** The Borrower should indemnify and keep USFB, its officers, employees, authorized representatives, directors and affiliates (each, an "**Indemnified Party**") fully indemnified and harmless from and against all the consequences of breach of any of the terms, conditions, statements, undertakings, representations and warranties of the Borrower, as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs (hereinafter referred to as "**Claims**") faced, suffered or incurred by any Indemnified Party. The Borrower should bear and pay all present and future stamp, registration and similar taxes or charges which may be payable in connection with the acceptance, delivery, performance or enforcement of the Finance Documents. The Borrower should indemnify and keep USFB indemnified at all times against any and all loss, costs, charges, expenses and liabilities including penalties with respect to or resulting from delay or omissions to pay any such stamp, registration and similar taxes or charges. Such stamp, registration and similar taxes or charges (if not paid or reimbursed by the Borrower) shall be deemed to be the amounts due under/in relation to the Loan.
21. **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 Finance Documents, in the manner provided in the Finance Documents.
22. **Assignment:** USFB shall, without reference to or intimation to the Borrower, be absolutely entitled and have full power and authority, to sell and/or assign to any third-party as USFB may decide, the Loan and all Outstanding Amount to USFB under the Loan in any manner, either in whole or in part and on such terms as USFB may decide including assigning or reserving to USFB the power to proceed against the Borrower, on behalf of the assignee, in case of any default committed by the Borrower under the Loan. USFB may, if it so desires, also assign to such assignee, the right to proceed against the Borrower. Any such sale or assignment shall bind the Borrower and the Borrower shall accept the third-party as its sole creditor jointly

with USFB and in such event the Borrower shall pay to USFB or such creditor or as USFB may direct the outstanding amounts due by the Borrower under the Loan. Notwithstanding anything to the contrary contained in any of the Finance Documents, during the subsistence of the Loan, USFB shall have the liberty to shift, at its discretion, without notice to the Borrower, from time to time a part or portion of the Outstanding Amount in the limit/s of the Loan (hereinafter referred to as the "Participation") to one or more scheduled commercial banks (hereinafter referred to as the "Participating Bank/s") and the Participation shall be governed by the terms of the Uniform Code Governing Inter Bank Participations, 1988 which the Borrower has read and understood, and all amendments thereto, from time to time. The Participation shall not affect the rights and obligations, inter se, the Borrower and USFB in respect of the Loan, in any manner whatsoever. Such Participation shall be available to USFB, for and in respect of all additional/ further limits under the Loan, without any confirmation/ consent of or any reference to the Borrower in that behalf. The Borrower shall not have and shall not claim any privity of contract with any such Participating Banks under the Participation and USFB shall and shall continue to represent the Participating Banks in all respects and for all matters arising out of/relating to the Participation. The Borrower understands that in the event USFB sells/assigns the Loan and/or all amounts which is outstanding and due to USFB, in any of the mode stated above, such assignment may cover transfer and assignment of any or all rights and obligations of USFB under the Loan, which may inter alia include, but not limited to the right to determine the rate of Interest, determine the External Benchmark Lending Rate/MCLR applicable to the Loan, repricing and pre-closure charges, collection procedure and all other relevant and incidental matters to the Loan Account. Any such sale, assignment, transfer of the Loan, Outstanding Amount and rights/obligation of USFB shall conclusively bind the Borrower.

- 23. Miscellaneous:** (a) In case the Loan is backed by a guarantee, the guarantor shall be liable under such guarantee as a principal debtor, and will be jointly and severally liable with the Borrower. USFB will be within its right to proceed either against the 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 USFB shall impair any right, power, remedy of USFB nor shall be construed to be a waiver thereof or any acquiescence of such default. No action or inaction of USFB in respect of any default or acquiescence of any default affect or impair any right, power or remedy of USFB in respect of any other default. The rights and remedies of USFB provided herein and in the Finance Documents are cumulative and in addition to any rights and remedies provided by law which USFB shall be entitled, but without being

bound, to exercise at its absolute discretion. (c) The provisions/clauses of the Finance 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 Borrower and their covenants, representation and warranties etc.) are intended to survive the performances, hereof, shall so survive the completion and termination of the Finance Documents. (d) USFB has displayed in notice board of branches of USFB a copy of Grievance Redressal System (GRS) to redress any grievance before the appropriate authority of USFB. (e) USFB has ensured appropriate staff behaviour by providing them adequate periodical training on their areas of work. Further, USFB has ensured that the Code of Conduct for its staff is in conformity with the Code of Conduct duly approved by its Board of Directors. Grievances of whatsoever nature can be redressed in the manner provided in the Grievance Redressal System. Moreover, measures have been formulated to prevent inappropriate staff behaviour.

- 24. Governing Law and Jurisdiction:** The Finance Documents shall be governed by and construed in accordance with the laws of India. All disputes arising out of and/or in relation to the Finance Documents, the Loan and/or any other document in relation to the Loan shall be subject to jurisdiction of the courts/tribunals of the city/place in which the branch of the Bank from where the disbursement has been made is situated and that, accordingly, any legal action, suit or proceedings arising out of or in connection with the Finance Documents may be brought in those courts/tribunals of competent jurisdiction. Provided, however, USFB may, in its absolute discretion, commence any legal action or proceedings arising out of the Finance Documents in any other court, tribunal or other appropriate forum.
- 25.** The Borrowers may contact the toll-free helpline number **1800 208 2121** for clarifications, or if they observe inappropriate behavior or demands by any of the staff of USFB.
- 26.** The bank will follow the below mechanism for classification of loan account in case of default of payment from the agreed repayment date:

<b>For Term Loans</b>		
<b>SMA</b>	<b>Sub-categories</b>	<b>Basis for classification – Principal and/or interest payment or any other amount wholly or partly overdue</b>
SMA-0		Upto 30 (Thirty) days
SMA-1		More than 30 (Thirty) days and up to 60 (Sixty) days
SMA-2		More than 60 (Sixty) days and up to 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.

- 27.** In addition to T & C, the Borrower shall be bound by the detailed terms and conditions, and the covenants contained in the Finance Documents.

