



TERMS AND CONDITIONS

Overdraft Against Fixed Deposit and Loan Against Fixed Deposit

1. DEFINITIONS/GLOSSARY OF TERMS:

- 1.1 **"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 Documents or at any time thereafter.
- 1.2 **"Availability Period"** means the period within which the Borrower should make the first drawdown from the Facility, which period is extendable at the discretion of the Bank.
- 1.3 **"Application Form"** means, as the context may permit or require, the credit facility application letter submitted (physically or electronically or such other mode(s) as permitted by the Bank) 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.
- 1.4 **"Automated Clearing House" 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 NPCI/RBI, participation in which has been consented to in writing by the Borrower for facilitating repayment/payment obligations of the Borrower.
- 1.5 **"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 – 560 095.
- 1.6 **"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). The term Borrower shall, unless repugnant to the context, be deemed to include in case of: (a) a proprietorship firm, the proprietor(ess) (both in his/her personal capacity and as proprietor(ess) of the concern) and his/her heirs, legal representatives, executors, administrators, permitted assigns and successors), (b) a company or a limited liability partnership, its successors and permitted assigns, (c) a partnership firm, each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators, permitted assigns and successors of the firm, (d) a trust, each of the present and future trustees and their respective heirs, legal representatives, executors, administrators, permitted assigns and successors of the trust, and (e) a society, each of the present and future members of the governing council and their respective heirs, legal representatives, executors, administrators, permitted assigns and successors of the society.
- 1.7 **"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.
- 1.8 **"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(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.
- 1.11 **"Competent Authority"** shall mean the Government of India ("GoI"), 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 GoI 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 GoI 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 GoI or RBI.



- 1.12 **“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.
- 1.13 **“Deposit Receipt”** shall mean the deposit receipt or deposit advice as mentioned in the terms and conditions governing the Fixed Deposit and the Fixed Deposit Account.
- 1.14 **“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.
- 1.15 **“Effective Date”** means, unless specified otherwise, the date on which the Facility amount is disbursed by the Bank to the Borrower.
- 1.16 **“Event of Default”** shall mean the events as listed in Clause 16 hereto.
- 1.17 **“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 Documents.
- 1.18 **“Facility Document(s)”** or **“Finance Document(s)”** means: each among (a) the Demand Promissory Note, (b) the Letter of Continuing Security (in case the Facility is granted as overdraft), (c) the Take Delivery Letter for DPN (in case the Facility is granted as loan), (d) these Terms and Conditions, (e) Application Form, (f) the terms and conditions governing the Fixed Deposit and the Fixed Deposit Account, and (g) various Undertakings and Declarations, and include all writings and other documents executed or entered into, or to be executed or entered into, by the Obligor 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.
- 1.19 **“Fixed Deposit”** or **“Term Deposit”** for the purpose of these terms and conditions means the term deposit(s) maintained with the Bank in the name of the Obligor(s), against security of which the Bank has granted/agreed to grant to the Borrower the Facility, and includes such term deposit(s) renewed from time to time, and the term **“Fixed Deposit Account”** or **“Term Deposit Account”** shall be construed accordingly.
- 1.20 **“IBC”** shall mean the Insolvency and Bankruptcy Code, 2016, along with all rules and regulations thereunder, as amended/supplemented/modified from time to time.
- 1.21 **“Interest”** shall have the meaning as assigned to the term in Clause 7 hereunder.
- 1.22 **“Internet Banking Service”** shall mean access to account information, products and other services through the Website (as defined herein).
- 1.23 **“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.
- 1.24 **“Mobile Banking Services”** shall mean the facility or service(s) provided by the Bank, namely, access to the User’s account(s) and/or usage of product and/or other services as may be made available by the Bank from time to time on the registered mobile phone number of the Users.
- 1.25 **“NPCI”** or **“National Payment Corporation of India”** means an umbrella organisation for operating retail payments and settlement systems in India, set up under the provisions of the Payment and Settlement Systems Act, 2007.
- 1.26 **“Obligors”** shall collectively mean the Borrower, Co-Borrower and the Fixed Deposit holder and any other third-party security provider in accordance with the terms of the Facility Documents.
- 1.27 **“Outstanding Amount”** means outstanding principal amount of the Facility, interest, PI, PPII, Penal/Additional Interest, fees, costs, 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.
- 1.28 **“Penal/Additional Interest”** means the interest that is levied by the Bank at the rate specified in the Facility Documents 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 Penal/Additional Interest shall be in addition to the applicable Interest (as defined herein).
- 1.29 **“Periodical Instalment”** or **“PI”** means the amount of each periodical payment required to be paid to the Bank, on such periodical intervals as mentioned in the Facility Documents, to amortize the Facility with Interest over the tenure of the Facility.
- 1.30 **“Pre Periodical Instalment Interest”** or **“PPII”** means interest at the rate indicated in the Facility Documents on the disbursed amount under the Facility from the relevant date of disbursement to the date of commencement of PI.
- 1.31 **“Pre-Closure”** or **“Pre-Close”** means repayment of the entire dues under the Facility before the completion of tenure stipulated in the Facility Documents, in accordance with the terms and conditions laid down by the Bank.
- 1.32 **“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.

- 1.33 **“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.
- 1.34 **“Purpose”** means the purpose for which the Facility is availed by the Borrower.
- 1.35 **“RBI”** means the Reserve Bank of India.
- 1.36 **“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 Documents or thereafter.
- 1.37 **“Repayment”** means and includes, servicing of Interest, 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 Documents.
- 1.38 **“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.
- 1.39 **“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).
- 1.40 **“Tenor” or “Tenure”** means the period as specified in the Facility Documents, 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.
- 1.41 **“User”** shall mean a person who has an account with the Bank and who has been authorized by the Bank to use Internet Banking Service or Mobile Banking Service.
- 1.42 **“Website” or “Official Website of the Bank”** means the website of the Bank, presently being www.ujjivansfb.in.
1. **Interpretation:** In the Facility Documents, 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 Documents, the terms and conditions governing the Fixed Deposit and the Fixed Deposit Accounts as well as those embodied in the applicable loan scheme of the Bank.
 2. **Loan Application:** By applying for the Facility, the Borrower shall be deemed to have agreed and acknowledged that each and single information provided and the representations made in the Application Form forms the basis of the Facility and the Facility Documents and the Bank has acted on the basis of representations contained therein. Also, the Borrower shall be deemed to have warranted the correctness of each and every one of the statements and particulars therein contained and undertook to carry out the proposals therein set forth.
 3. **Facility:** The principal amount of the loan availed by the Borrower shall be the amount specified in the Facility Documents (the **“Facility”**). For all purposes the aggregate amount actually disbursed shall be the amount of the Facility and the Borrower shall have no right to raise any objections thereto or be discharged from any of his/her/their obligations thereunder solely because the amount disbursed is less than the amount applied for. By availing the Facility/continued utilization of the Facility and operating on the account in relation to the Facility, the Borrower shall be deemed to have acclimatized to the contents of the Facility Documents and also agreed to and acknowledged each and every covenant contained in the Facility Documents.
 4. **Margin:** The Bank’s obligation to disburse the Facility is subject to the Borrower maintaining requisite margin (viz., a percentage of the value of the Fixed Deposit) throughout the Tenure of the Facility, which should not be less than the amount/percentage specifically mentioned in the Facility Documents (the **“Margin”**).
 5. **Disbursement of the Facility:** The Borrower is the sole person applying for, accepting, eligible and receiving the Facility. The Bank may at its sole and absolute discretion lend to the Borrower, and the Borrower shall borrow from the Bank, the Facility for the purpose and on the terms and conditions set out in the Facility

Documents to the extent of the Facility amount as more particularly set out in the Facility Documents or as may be agreed between the Bank and the Borrower from time to time. The Bank undertakes no obligation to meet any further credit requirements of the Borrower, on account of growth in its business or otherwise, without proper credit evaluation. The Facility may be disbursed by the Bank to the Borrower by way of account credit or through such other permissible mode and such disbursement shall be deemed as disbursed on the date the proceeds of the Facility are actually credited to any account of the Borrower or the Bank actually disburses the same (in case of disbursement made in other permissible mode/cash), whichever is earlier, irrespective of whether the disbursement date and/or date of receipt of credit in the account falls a Public Holiday. The Facility may be disbursed by the Bank in single or multiple tranches.

6. **Interest:** The Borrower shall pay interest on the Facility from the date of disbursal of the Facility at the rate specified in the Facility Documents (hereinafter referred to as the “**Interest**”). During subsistence of the Facility, the Bank shall have the right to shift the basis of Interest to any other permissible reference rate as per the guidelines of RBI or as per the Bank’s policy. However, in all such situations, the Bank shall intimate the Borrower about such changes, through electronic media or print media or through display made in the Bank’s outlets/branches/offices/Website. Also, the Bank shall ensure that such changes are effected only prospectively. Any such change in the Interest rate and periodicity thereof shall be binding upon the Borrower. The Borrower should reimburse or pay to the Bank such amount as may have been paid or payable by the Bank to any Government Authority, on account of any tax levied on Interest on the Facility. The Interest, calculated on the basis of the rate of interest mentioned in the Facility Documents shall be rounded off to the next rupee calculated on monthly rests. 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 Facility 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’s request for prepayment/pre-closure of the Facility is favourably considered by the Bank, the interest would be calculated upto the date of actual pre-payment/pre-closure. Interest shall be payable by the Borrower on a monthly basis on the last Business Day of each calendar month. If the rate of Interest is changed due to any manner whatsoever, the Borrower shall repay and/or conduct the account relating to the Facility in conformity with such changed rate of Interest or such other conditions stipulated by the Bank, irrespective of whether the same results in enhancement of PI amount, reduction of tenure of the Facility, enhancement in Interest component or enhancement of tenure of the Facility.
7. **Penal/Additional Interest:** If any of the Event of Default occurs, the Borrower shall be liable to pay default interest at the rate specified in the Facility Documents (“**Penal/Additional Interest**”), in addition to the Interest, on all the Outstanding Amount until the remedy of the Event of Default. Such Penal/Additional Interest shall be in addition to any other charges which the Borrower is liable to pay to the Bank in terms of the Facility.
8. **Charges/Fees:** The Borrower shall have to pay to the Bank applicable duties, fees and charges mentioned in the Facility Documents (“**Charges/Fees**”). 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 PI/Due Date for servicing Interest. 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.
9. **Repayment/Liquidation of Facility/ Servicing of Interest:** If the Facility is granted in the form of loan, the same together with Interest should be repaid in PI (comprising, inter alia, the principal and interest) on the dates and in the manner specified in the Facility Documents. If the Facility is granted in the form of overdraft, the Interest should be serviced on monthly intervals and the Facility should be liquidated within the stipulated Tenure. Servicing of Interest/repayment/payment will be permitted through ACH or through Standing Instructions linked to the Borrower’s account with the Bank (“**SI**”) or through any other mode as permitted by the Bank. If such ACH/SI is given by the Borrower, the Bank shall execute the ACH/SI on the Business Day falling on the previous or the subsequent day of the Due Date and the Borrower shall at all times ensure that the funding account is having requisite credit balance to honour such ACH/SI. Payment in cash will be permitted only in case there is any technical error in execution of ACH/SI or the remittance relates to overdue payment or Pre-Closure or in such other situations as deemed appropriate by the Bank. The Bank shall have the absolute right to review and reschedule the repayment terms of the Outstanding Amount at any time in such manner and to such extent as the Bank may in its sole discretion decides. The Borrower shall repay the Outstanding Amount/service the Interest/amortize the Facility/liquidate the Facility as per such revised schedule. Without prejudice, the Bank shall have the right to insist the Borrower to accelerate

payments/repayments and/or to change the mode of payments/repayments. In the event any payment/repayment would otherwise be due on a day which is not a Business Day, it shall be due on the immediate next Business Day. All amounts not paid as and when the same became due shall be paid to the Bank by the Borrower forthwith upon debit, however without prejudice to the Bank's rights to recover Penal/Additional Interest, Charges/Fees and/or such other charges from the Borrower.

10. **Appropriation of Payments:** Notwithstanding anything contained in any Facility Document or instructions given by the Borrower, the repayment made by the Borrower or amount realized/received/recovered by the Bank towards repayment/payment of the Facility shall be appropriated at the absolute discretion of the Bank as under: (a) firstly, towards the re-imbusement of the costs/expenses incurred by the Bank; (b) secondly, towards Interest in arrears, whether debited or not; and (c) lastly, towards the principal amount of the Facility. Notwithstanding the above, any amount paid to the Bank/received by the Bank may be appropriated by it towards the amounts due from the Borrower (including Outstanding Amount), in the manner that the Bank deems fit, at its absolute discretion.
11. **Pre-Closure:** The Bank may, in its sole discretion and on such terms as to Pre-Closure/prepayment fees, etc. as it may prescribe, permit acceleration of PIs or Pre-Closure/pre-payment at the request of the Borrower. If such request is favoured by the Bank, the Borrower shall give prior written notice of his/her/their intention to Pre-Close/prepay the Outstanding Amount and pay to the Bank such Pre-Closure/prepayment charges mentioned in the Facility Documents, which is subject to changes at the discretion of the Bank at any time and from time to time. In the event the Bank permits any Pre-Closure/prepayment, the repayment schedule shall be altered by the Bank at the request of the Borrower and the Borrower hereby agrees to adhere to such altered repayment schedule.
12. **Lien of Fixed Deposit:** The Borrower shall have to handover to the Bank the duly discharged Deposit Receipt and create requisite charge (in such form, manner and mode prescribed by the Bank) in respect of the Fixed Deposit in favour of the Bank as security for the fluctuating balance from time to time of the Facility granted. The Fixed Deposit, together with the interest accrued thereon shall be continuing security for the money due to the Bank, including principal/interest, all charges and expenses etc. due or becoming due either directly or indirectly.
13. **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 Facility shall be available to the Borrower only in conformity with the guidelines issued by RBI on "*Opening of Current Accounts by Banks - Need for Discipline*" / "*Opening of Current Accounts and CC/OD Accounts by Banks*" from time to time. The Borrower shall have to inform the Bank the details of credit facilities (fund based as well as non-fund based; subsisting as well as future; fresh as well as enhancements, modifications, extinguishment and closure), if any, enjoyed by him/her/them from other banks and other lending institutions, and the correspondence addresses of such banks and other lending institutions. 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. The Bank's liability to disburse amounts under the Facility, at any time, shall not exceed the limit/amount mentioned in the Facility Documents. The Borrower shall continue to remain at all times liable and responsible for ensuring the payment/repayment of all PI 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 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 PI 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.
14. **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 meeting 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.
 - d) Execution 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 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, execution of requisite loan documents to the satisfaction of the Bank and creation of Security in favour of the Bank.
 - h) The Obligors shall have submitted to the Bank, requisite bank statements (to the extent as applicable).
 - i) 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; and/or
 - (iii) Any other document(s) as may be required by the Bank in its sole and absolute discretion.
- 15. Event of Default:**
- a) Non-payment of amounts payable under the Facility Documents (including but not limited to PPII & PI) on the relevant Due Date thereof. Non-servicing of interest. Not repaying the Facility and/or the Outstanding Amount despite demand by the Bank. 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 PPII and/or PI and/or servicing the Interest.
 - b) Where any ACH/SI 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 is affected.
 - f) The Obligor operating or causing to operate on the Security or the Fixed Deposit or the Fixed Deposit Account in a manner jeopardizing the interest of the Bank on the Security/Fixed Deposit.
 - g) Overdrawing the Facility account without written permission from the Bank.
 - h) Initiation or threatening of any action against the Obligor or the Security or the Fixed Deposit or the Fixed Deposit Account by or at the instance of any Statutory/Regulatory/Governmental/Competent Authority.
 - i) 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.
 - j) 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.
 - k) Failure of the Obligors to inform the Bank the details of credit facilities (fund based as well as non-fund based; subsisting as well as future; fresh as well as enhancements, modifications, extinguishment and closure), if any, enjoyed by him/her/them from various banks and other lending institutions, and the correspondence addresses of such banks and lending institutions.

- l) 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**”).
- m) Initiation or threatening of any proceedings for declaring any Obligor as insolvent or wilful defaulter or passing of any order against any Obligor thereunder.
- n) Using or having used or alleged to have been used the Facility for any illegal or speculative purposes or activity or impermissible usage.
- o) 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.
- p) 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.
- q) Where the Borrower is otherwise eligible for concessional rate of Interest or other benefits with reference to the Facility, due to any representation made by the Borrower at the time or availing the Facility, and the applicable parameter taken into account by the Bank for granting concessional rate of Interest undergoes any change subsequently or if such representation is found to be wrong by the Bank.
- r) 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.

As per the guidelines of RBI, advances against term deposits need not be treated as Non-Performing Asset (“NPA”), provided adequate margin is available in the concerned loan/advance account. However, if the requirement of adequate margin is violated by the Borrower, the Facility account shall be treated as NPA immediately upon breach of adequate margin requirement (whether or not the breach of adequate margin requirement arose out of Borrower operating on the Facility account, or due to interest or other applicable charges/fees debited to the Facility account), without prejudice to the rights of the Bank to recall the Facility or to take any one or more remedial measures as deemed fit by the Bank.

[Example: If breach of adequate margin requirement occurred on 31st March 2021, and the margin requirement is not reinstated before the Bank runs the day-end process for 31st March 2021, the Facility account shall be treated as NPA upon running day-end process on 31st March 2021.]

16. **Bank’s Right of General Lien and Set Off:** In addition to the rights available to the Bank on the Fixed Deposit and the Fixed Deposit Account by virtue of the applicable terms and conditions, 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 any of the accounts and liabilities of the Obligors with or to any branch of the Bank and (b) sell or dispose of any of the assets of the Obligors 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 Obligors, including costs and expenses in connection with such sale/disposal/transfer/assignment. If the Borrower commits any default in reference to the Facility Documents, or fails to pay the periodical instalments or service interest (as applicable) in relation to the Facility continuously for a period of 90 (Ninety) days the Bank may, at its absolute discretion, prematurely or partially close the Fixed Deposit, either in full or in part thereof, for appropriating the proceeds towards payment of the dues under/in relation to the Facility or any other account with the Bank in respect of which the Borrower is

indebted, without notice to the Borrower. This shall, however, be subject to the right of the Bank to prematurely or partially close the Fixed Deposit at its discretion, if it observes any single default in payment/repayment obligations under the Facility or any other account with the Bank in respect of which the Borrower is indebted. Should there be any surplus amount in the proceeds of the Fixed Deposits after paying/adjusting the proceeds of the Fixed Deposit against the Facility Account and any other account with the Bank in respect of which the Borrower is indebted, and/or on expiry/cancellation of limits under the Facility, the Bank shall be at liberty to close the Fixed Deposit within 15 (Fifteen) days from the date of expiry of limit or settlement of the Facility/other indebtedness (as the case be) and send the credit balance (if any), by way of account credit to any account maintained with any branch of the Bank by the Borrower (even if the Fixed Deposit is/are held in joint names and the savings bank account/current account is in the single name). If the Borrower does not have any savings bank account or current account with the Bank as on the date of expiry of limit or settlement of the Facility/other indebtedness (as the case be), the Bank may send such credit balance by way of account payee Demand Draft/Cheque/Pay Order through any recognized mode of communication, to the Borrower's communication address registered with the Bank. Settlement of the credit balance, if any, in the said manner shall effectively and validly discharge the Bank from all its obligations with regard to the Fixed Deposit.

17. The Bank shall have the right to retain or to destroy at its pure discretion, the documents/information submitted by the Obligors in connection with the Facility, upon closure of the Facility.
18. **Representations and Warranties:** By applying for and availing the Facility, the Borrower shall be deemed to have declared, represented and warranted on a continuing basis that: (a) he/she/they is/are a duly organized and validly existing entity under the laws of India having the capacity and the authority to enter into the Facility Documents, and to exercise his/her/their rights and perform obligations thereunder, (b) all acts, conditions and things required to be done, fulfilled and performed in order to give effect to the Facility Documents and for availing the Facility, have been done, fulfilled, performed and satisfied and the same are in full force and effect, (c) all obligations expressed to be assumed by him/her/them under the Facility Documents, shall be legal, valid, binding and enforceable obligations, (d) the execution, delivery and performance by him/her/them of the Facility Documents and the acts and transactions contemplated thereby do not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under any law to which he/she/they is/are subject, or any order, judgement or decree applicable to him/her/them, or any term, condition, covenant, undertaking, agreement or other instrument to which he/she/they is/are a party or by which he/she/them is/are bound or the constitutional documents, (e) he/she/they has/have not taken any action nor have any other steps been taken or legal proceedings been started or (to the best of his/her/their knowledge and belief) threatened against him/her/them for winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any of all of his/her/their assets or revenues, (f) he/she/they shall have an absolute and clear right over the Fixed Deposit free from liabilities/claims and that the Fixed Deposit shall remain absolutely unencumbered and free from any liability whatsoever during subsistence of the Facility, (g) any disbursement of the Facility shall be used for the Purpose, (h) no proceedings (in any form) or investigation is pending or threatened by or against the Borrower and the Fixed Deposit, which might have a Material Adverse Effect, (i) subsequent to the Application Form there has been no Material Adverse Effect, which would affect the Bank and/or the provision of Facility by the Bank to the Borrower, (j) he/she/they has/have disclosed/furnished all facts/information to the Bank in respect of the Facility and all information in the Application Form are absolutely true, correct and complete in all respects and that no fact or information necessary to be furnished has been omitted, (k) except to the extent disclosed in writing, he/she/they is/are not a Director or relative of a Director of the Bank or any other bank or senior official or relative of a senior official of the Bank nor does any Director or Employee or senior official of the Bank or their relative have any substantial interest in the activities carried out by the Borrower, (l) no civil or criminal proceedings (including but not limited to insolvency proceedings) is/are concluded or initiated or pending or threatened against him/her/them or his/her/their assets, including the Fixed Deposit, which might have a Material Adverse Effect, (m) he/she/they is/are not a defaulter/wilful defaulter or facing any proceedings for declaring as defaulter/wilful defaulter and if any lender initiates or threatens any action for declaring him/her/them as wilful defaulter, the Bank shall have the right to take appropriate proceedings against him/her/them, (n) he/she/they shall notify the Bank in writing of any circumstances which shall have adverse impact on the processing, sanctioning or utilization of the Facility or any part thereof, (o) he/she/they shall accept as conclusive proof of the correctness of any sum claimed to be due from him/her/them to the Bank under the Facility, a statement of account/extract from the computer or otherwise without the production of any voucher/document/register, (p) he/she/they shall submit to the Bank a certification, in such form, mode and manner stipulated by the Bank, regarding end use of the Facility, and the Bank shall have the right to take appropriate measures (including criminal action) against him/her/them if such certification is found to be wrong, (q) he/she/they has/have paid all public demands such as income tax and all the other taxes and

revenues payable to the Government of India or to the Government of any State or to any Authority and that at present there are no arrears of such taxes and revenues due and outstanding save as otherwise disclosed or being contested in good faith, (r) upon occurrence of any change in the particulars furnished to the Bank by any Obligor, including (but not limited to) the change in address or communication particulars or authorized signatory(ies), the Borrower shall intimate the Bank in writing about such change within 2 (Two) weeks of such change along with supporting proof, and till such time the Bank received the same, the Bank shall recognize only those information already available in its domain. The representations and warranties contained herein shall be deemed to be repeated by the Borrower on and as of each day until all Outstanding Amount due have been paid in full, as if made with reference to the facts and circumstances existing on such day.

19. **Remedies of the Bank:** (a) On the happening of any Event of Default, the Bank may, by a notice in writing to the Borrower and without prejudice to the rights and remedies available to the Bank under the Facility Documents or otherwise call upon the Borrower to pay all the Outstanding Amount in respect of the Facility and otherwise, and the Bank, its representatives, servants, officers, agents and/or such other person in favour of whom such security is created ("**Bank's Representatives**"), shall have, *inter alia*, the right to deal with the Fixed Deposit in accordance with the provisions of the Facility Documents (irrespective of whether the Outstanding Amount have been recalled). Notwithstanding anything contained above, failure by the Bank to provide notice/intimation to the Borrower under the Facility Documents would not prejudice any other rights of the Bank under the Facility Documents. (b) The Bank may, at its absolute discretion, appropriate any payments made by the Borrower and any amounts realized by the Bank, towards the Outstanding Amount and in any manner whatsoever. Notwithstanding any such appropriation by the Bank towards settlement of any dues payable by the Borrower to the Bank, the Borrower shall continue to remain liable to the Bank for all remaining amounts comprising the Outstanding Amount. (c) The Bank 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 or to exercise all or any of the powers vested on the Bank with reference to the Facility Documents 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. The Bank 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 the Bank deems fit. (d) The Bank shall not in any way be liable/responsible, notwithstanding anything to the contrary under any applicable laws, for any loss, or damage on any account whatsoever or by reason of exercise or non-exercise of any rights and remedies available to the Bank as aforesaid. (e) Without prejudice to the rights conferred on the Bank under the Facility Documents, upon occurrence of an Event of Default, the Bank shall have all the rights for initiating appropriate legal proceedings in conformity with the Facility Documents for recovery of Outstanding Amount. Without prejudice to the foregoing, if the Borrower is permitted to avail the Facility at any concessional rate of Interest, upon occurrence of an Event of Default, the Bank may, at its discretion, change the rate of Interest to commercial rate or the rate applicable to open market loan of the Bank with effect from date of occurrence of the Event of Default (without prejudice to the Bank's rights to recall or cancel the Facility at its discretion), and the Borrower voluntarily waives notice from the Bank in regard to such changes, and in such case the Borrower shall repay or conduct the Facility in conformity with such changed rate of Interest or such other conditions stipulated by the Bank. No delay in exercising or omission to exercise, any right, power or remedy accruing to the Bank upon any default under the Facility 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 the Bank in respect of any other default; (f) Notwithstanding anything contained above, the remedies may be exercised immediately, with no notice prior to such action, in the event of the happening of any of the following:
- i) where the Outstanding Amount have not been paid on the respective Due Dates;
 - ii) where Interest is not serviced on Due Dates;
 - iii) the Bank has reason to believe that any Obligor has changed his/her/their place of residence without intimation to the Bank;
 - iv) where any Obligor is in contravention of any law in the opinion of the Bank;
 - v) where any Obligor has availed the Facility fraudulently, or any statement or representation made by any Obligor to the Bank is false or incorrect;
 - vi) any Obligor has contravened the terms of the Facility or the terms under the Facility Documents;
 - vii) where any proceeding(s) for insolvency/winding up is/are initiated against any Obligor; or
 - viii) any situation which, in the view of the Bank, may constitute an event of fraud or evasion by any of the Obligor, including without limitation: (a) non-availability of any Obligor for any period of time and any suggestion made to the Bank by any neighbour of the Obligors, other lenders and the likes, that any of the Obligors is absconding; (b) any of the Obligors has been avoiding payment to its other lenders; or (c) the Obligors have created or cause to be created third party rights on the Fixed Deposit, without prior

written consent or approval of the Bank, or if any enforcement action is threatened/initiated against the Fixed Deposit.

The remedies mentioned herein shall be without prejudice to the right of the Bank to report, the details of the Facility and/or the default/financial indiscipline committed by the Obligors, to any Credit Information Company, credit bureau, database/databanks, corporates, banks, financial institutions etc.

20. **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 Documents. The notice/request/communication sent by the Obligors 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 Documents) 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 Obligors: (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 Obligors (mentioned in the Facility Documents), 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 Obligors.
21. **Death of any Borrower:** In case of death of any Borrower, the Bank may at its discretion, close the Fixed Deposit without consent from the surviving joint holder(s) (if any) of the Fixed Deposit and appropriate the proceeds thereon towards the Outstanding Amounts and such other amount due to the Bank from the Borrower. Such appropriation done by the Bank shall not be disputed by the nominee/heirs/successors/representatives or of the Borrower or the surviving joint holder(s) (if any) of the Fixed Deposit at any point of time. If the proceeds are insufficient to satisfy the dues under the Facility or any other amount due from the Borrower to the Bank, the legal heirs of the deceased Borrower and the surviving joint holder(s) (if any) of the Fixed Deposit shall forthwith pay to the Bank the requisite amount to liquidate such dues.
- a) **Assignment:** The Bank shall have the right, without reference to or intimation to Obligors, to sell and/or assign to any third-party as the Bank may decide, the Facility and all outstanding amount under the Facility in any manner, either in whole or in part and on such terms as the Bank may decide, including assigning or reserving to the Bank the power to proceed against any of the Obligors, on behalf of the assignee, in case of any default committed by any Obligor. The Bank may, if it so desires, also assign to such assignee, the right to proceed against any Obligor. Any such sale or assignment shall bind the Obligors and he/she/they shall accept the third-party as his/her/their sole creditor jointly with the Bank and in such event the Obligors should pay to the Bank or such creditor or as the Bank may direct the Outstanding Amount. In the event the Bank sells/assigns the Facility and/or all amounts which is outstanding and due to the Bank, in any of the mode stated above, such assignment may cover transfer and assignment of any or all rights and obligations of the Bank under the Facility, which may inter alia include, but not limited to the right to determine the rate of interest, re-pricing and pre-closure charges, collection procedure and all other relevant and incidental matters to the Facility. Any such sale, assignment, transfer of the Facility, Outstanding Amount and rights/obligations of the Bank shall conclusively bind the Obligors. The Obligors shall have no right to assign the Facility or the rights/obligations thereunder to anyone.
22. **Governing Law and Jurisdiction:** All disputes arising out of and/or relating to the Facility or any other relevant document, whether during or after the termination of the Facility, in relation to the construction, meaning or interpretation of any term used or clause in any Facility Document or as to the rights, duties, liabilities of the parties arising out of the Facility Documents, shall be subject to the jurisdiction of the court/tribunal of the city/place in which the branch of the Bank where the account of the Facility is maintained and that, accordingly, any legal action, suit or proceedings arising out of or in connection with the Facility/Facility Documents may be brought in those courts/tribunals of competent jurisdiction. Provided however, that the Bank shall be entitled to pursue the same in any other court of competent jurisdiction at any other place and the Borrower shall be deemed to have irrevocably submitted to and accepted the jurisdiction of those courts/tribunals. The Facility Documents and the terms and conditions shall be governed by and construed in accordance with Indian Law.
23. **Miscellaneous:** (a) 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. (b) 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 Documents. (c) The Bank shall have unfettered right to disclose/submit 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 Facility availed from the Bank, 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 Reserve Bank of India to banks from time to time. The Borrower should promptly authenticate the financial information submitted by the Bank as and when requested by the concerned 'IU'.

24. The terms and conditions contained herein are indicative and the terms and conditions contained herein shall have to be read in conjunction with the remaining Facility Documents, including the terms and conditions governing the Fixed Deposit/Fixed Deposit Account. In case of any conflict between the provisions of the terms and conditions contained herein and those in the Facility Documents, the terms in the Facility Documents shall prevail.
25. The Obligor 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 Obligor 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 Obligor is advised to visit the Website for latest contact particulars of the Regional Nodal Officers):

East	West	North	South
<p>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</p>	<p>Regional Nodal Officer Ujjivan Small Finance Bank Ltd., Almonte IT Park, SR No: 8, 7th 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</p>	<p>Regional Nodal Officer Ujjivan Small Finance Bank Ltd., Block-D, Plot No: 7, Vyapar Marg, GMTT Building, 2nd & 3rd Floor, Block D, Sector 3 Noida, Uttarpradesh - 201 301 Contact Number: +91 0120 6262121 Ext: 120 Email: rno.north@ujjivan.com</p>	<p>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</p>

Copy of these Terms and Conditions is available at branches of the Bank for reference purpose. The Obligor 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.