

MOST IMPORTANT TERMS AND CONDITIONS

The Most Important Terms and Conditions mentioned herein below are an indicative list of terms and conditions of IBCFL's personal loan product. These terms and conditions are further described in our Loan Agreement under relevant sections / schedules and therefore, should be read in conjunction with those mentioned in the Loan Agreement. For an exhaustive list of terms and conditions of our personal loan product, please refer to the loan agreement available on mobile application or website or sent to you by IBCFL on your registered email id.

- 1. The sanction of loan amount and its terms and conditions are subject to execution of Loan Agreement and other documents and writings with Indiabulls Consumer Finance Limited (formerly IVL Finance Limited and Shivshakti Financial Services Limited) (hereinafter referred to as "IBCFL"). The terms and conditions of Loan Agreement and/or other documents will prevail upon this letter in case of any contradiction/conflict/difference. Further, the sanction of the personal loan facility, its tenure and terms and conditions are subject to IBCFL's internal review and evaluation and any disbursement of personal loan facility amount, its tenure and terms and conditions shall be subject to such sanction being approved from IBCFL. The Borrower(s) can access their personal loan account details by logging into the Mobile application. The copy of statement of account can also be obtained on request from care dhani@indiabulls.com
- 2. This sanction shall be available to the Borrower(s) for a period of 30 days from date of this letter provided the Borrower(s) deposits with IBCFL, the administrative charges/expenses/predetermined expenses mentioned overleaf at the time of delivering the accepted copy of this letter to IBCFL. The processing fees received are non-refundable. For details of the various fees and charges applicable, please refer website.
- 3. IBCFL shall be entitled to revoke the sanction and to add, to delete or modify all or any of the terms and conditions of the facility, inter alia, if there is any material change in the purpose(s) of loan facility, if any information and/or statement given by Borrower(s) is found incorrect, incomplete or misleading, if there is breach of the terms and conditions of the facility, if any report/document is not found satisfactory, if the Borrower(s) does not submit duly accepted copy of this sanction letter to IBCFL within stipulated period, etc. IBCFL decision in respect of material changes shall be final and binding on the Borrower(s).
- 4. Personal loan facility availed by the Borrower(s) from IBCFL shall be used for the purpose stated in the Loan Agreement and shall not be used for speculative and/or capital market use and/or investments into any IBCFL products and/or business end use purpose or prohibited/ antisocial purposes and/or purchase of gold/gold bullions/gold coins/gold jewelry/gold exchange traded funds/gold mutual funds. In the event that the personal loan availed by the Borrower(s) from IBCFL has been used for purposes as prohibited above or as mentioned in the Loan Agreement, IBCFL shall be entitled to do all acts and things that the IBCFL may deem necessary to comply with its policies, including but not limited to liquidating Borrower(s)' holdings of investments at that time. Further, the Borrower(s) shall bear all costs and expenses that IBCFL may incur as a result thereof.
- 5. Repayment of loan amount will be through installments/EMI's comprising of principal and/or interest.



- 6. Unless otherwise specified by IBCFL from time to time, (a) interest shall accrue from the date of disbursement of the personal loan facility; (b) interest shall be computed on the basis of a year of three hundred and sixty (360) days and the actual number of days elapsed; (c) interest shall be computed on monthly rests or on such periodic rests as may be decided by IBCFL from time to time; and (d) in case of any payment default on the Due Date(s), interest shall be compounded every month on the overdue amount.
- 7. The prepayment of the loan shall be made and accepted as per policy and rules of IBCFL and in accordance with statutory guidelines, issued from time to time and as applicable at the time of prepayment. Where there is no policy, rules and guideline then the prepayment fees and charges shall be applicable as per the terms of Loan Agreement and the mutually agreed prepayment charges, more particularly mentioned in the schedule of the Loan Agreement.
- 8. The loan amount and terms sanctioned by **IBCFL** besides all other terms and conditions, against applied amount and tenure is final and binding to the Borrower(s).
- 9. Each of the events or circumstances set out herein is an **Event of Default**:
 - a. Non-payment of principal or interest on the due dates.
 - b. The Borrower(s) apply (ies) and/or utilize(s) the Loan (a) for such purposes which are not permitted under the Loan Agreement and/or (b) for any purpose which is considered and/or deemed to be unlawful, illegal or contravene the provisions of any applicable laws, rules and regulations.
 - c. Any representation or statement made or repeated by the Borrower(s) in the Loan application, KYC verification or any other document under or in connection with availing of personal loan facility is incorrect or misleading in any respect when made or it is or becomes unlawful for the Borrower(s) to perform any of its obligations under the Loan Agreement.
 - d. If the payment of any EMI is refused due to reason 'stop payment' or 'account closed' or the customer withdraws / revokes the payment mandate
- 10. <u>Default Interest</u> If the Borrower(s) fails to pay any amount payable by it to IBCFL under Loan Agreement, the Borrower(s) shall also be liable for payment of default interest (on the gross defaulted amounts in case of payment defaults and/or on the outstanding personal loan facility in case of other defaults/Event of Default) ("Default Interest") at a default interest rate mentioned above ("Default Interest Rate") or at such other rate as may be specified in the policy of IBCFL from time to time and such Default Interest shall be payable for the period of default.
- 11. On and at any time after the occurrence of an Event of Default, IBCFL may, with or without any notice to any of the borrower(s) and with or without the intervention of the court/arbitrator, cancel/recall the Loan whereupon the Borrower's dues shall become immediately repayable/payable
- 12. IBCFL is authorized to disclose, from time to time, any information relating to the loan to any credit bureau (existing or future) approved by Government of India and Reserve Bank of India without any notice to the Borrower(s). IBCFL is also authorized to make inquiries with the CIC (Credit Information Companies) and get the applicant's Credit Information Report
- 13. Recovery of Overdues /Bad debts: It is duty of the Borrower(s) to repay loan amount with applicable interest along with all dues/charges/fees levied as per agreed terms of Loan



Agreement. However, in the event of default in re-payment of any of the above, IBCFL reserves the right to recover overdues by resorting to legal & permissible means.

- 14. For any query/complaint, please contact at Customer Care Desk at Branches or call toll free customer Care on **1860 419 3333** or write to customer care at care_dhani@indiabulls.com. **IBCFL** facilitates resolution of customer's grievances free of cost.
- 15. In case the grievance is not resolved within reasonable time, he may escalate his complaints to the following higher level authority / committee:- Name: Mr. Sanjeev Kashyap; Designation: Compliance Head; Phone: 0124-6681012; Email: nodal.ibcfl@indiabulls.com.
- 16. After the passing of a reasonable period (1 month), if the customer feels his grievance is still not resolved, he may escalate his complaints to the following higher authority: The general manager, Reserve Bank of India, Dept. of Nonbanking Supervision, 6, Sansad Marg, New Delhi 110001. Email: dnbsnewdelhi@rbi.org.in