



## PERSONAL LOAN AGREEMENT

This PERSONAL LOAN AGREEMENT made on the date and at the place stated in the Schedule hereto

### BETWEEN

The "Borrower", as defined in the Schedule hereto, of the One Part,

### AND

CITIBANK, N.A., a national banking association duly constituted, registered and in existence in accordance with the laws of the United States of America now in force, and having its Head Office at 399 Park Avenue, Borough of Manhattan, City of New York, New York, U.S.A. and having an office in India among other places at the address stated in the Schedule hereto (and hereinafter referred to as the "Bank" which expression, unless repugnant to the context, shall be deemed to include its successors and assigns), of the Other Part.

### WHEREAS

- a. The Borrower has applied to the Bank for a loan for the Borrower's professional/personal requirements.
- b. The Bank has agreed to grant the loan applied for upon the mutually agreed terms and conditions herein appearing.

### NOW THIS AGREEMENT WITNESSES as under:

1. Upon the representations and information provided by the Borrower in the application for the loan made to the Bank, the Bank hereby agrees to lend to the Borrower the sum specified in the Schedule hereto for the professional / personal requirements of the Borrower, which loan is hereinafter referred to as the "Loan".
2. The Borrower shall pay a one-time up-front fee specified in the Schedule hereto, which fee shall be deducted by the Bank at the time of disbursement of the Loan. The Borrower agrees that the above fee may also be utilized to partially defray expenses that may be incurred by the Bank towards documentation and other incidental expenses incurred in origination of the Loan.
3. The Bank shall send to the Borrower, a statement of account as of 31st March of each year showing the amount due, the interest charged, and such other particulars as the Bank may deem required. Unless the Borrower notifies the Bank in writing on or before 30th of May each year, of either non-receipt of the said statement or of any discrepancy therein, it shall be presumed that the Borrower accepts the correctness of the statement and the contents thereof.
4. The Loan shall carry interest at the rate specified in the Schedule hereto, with monthly or other rests, on the outstanding balance, in consonance with the policy of the Bank and the guidelines of Reserve Bank of India, with changes in the periodicity of rest, if any, being communicated to the Borrower by the Bank from time to time. The Bank shall in its discretion, be entitled, at any time, with notice to the Borrower, to revise upwards or downwards the rate of interest having regard to applicable regulations, conditions in the money market, availability of loanable funds and the Citibank prime-lending rate at the relevant time.
5.
  - a. The Loan shall be repayable forthwith on demand, and accordingly, notwithstanding a repayment schedule for the Loan, the Bank shall have the right to be paid forthwith on demand the entire Loan along with all other dues, including interest, in respect of the Loan.
  - b. Without prejudice to the aforesaid, the Bank, in its absolute discretion, permits the Borrower repay the Loan, and the interest payable thereon, in monthly installments as per the repayment schedule specified in the Schedule annexed hereto, which installments are hereinafter referred to as "**The Equated Monthly Installments**" or "**EMI**".
  - c. The repayment schedule for the Loan, is without prejudice to the rights of the Bank to re-compute the interest in case of variation of the same, and on such re-computation payments shall be made by the Borrower in accordance with such amended repayment schedule(s) as may be intimated by the Bank to the Borrower.
  - d. In the event of the Loan being availed of on or after the Twentieth (20th) of a month, the Interest payable by the Borrower for the residuary days of the said month may be paid by the Borrower upfront (as specified in the Schedule) or the EMI may be paid by the Borrower on the first (1st) of the English calendar month succeeding the month in which the Loan has been disbursed to the Borrower. It is hereby clarified that in the event the Borrower avails of the first option the Loan shall run for an additional month over and above the Loan tenure.
  - e. The Borrower shall reimburse or pay to the Bank, on demand, the amount paid or payable by it to any Governmental authority or any other regulatory agency, whether in India or abroad, on account of any interest tax or other tax, levies, charges etc. levied by such Government authority or agency on the interest or any other amount/service(s) (and/or other charges) payable to the Bank.



6. The due date for the repayment of EMIs shall be 7th of every month following the month of disbursement in respect of the Loan. The post dated cheques/payment instructions shall be presented starting the 1st of every month, however, the Loan of the Borrower shall not be considered past due or attract past due charges/penalty charges/bounce charges, if the payment is received by the 7th of the respective month. Strict compliance with the repayment Schedule is an essential condition for the grant and continuance of the Loan. Any delay in the payment of an EMI shall entail an additional interest of 2% p.a. above the prevalent rate upon the outstanding balance of the Loan, without prejudice to the other rights of the Bank in respect of such default.
7. The Borrower agrees to issue post-dated cheques (PDCs)/ECS and PDCs/ SIs and PDCs (hereinafter referred to as 'Repayment Instructions') for the repayment of the Loan and is fully cognizant that dishonour of cheques is a criminal offence under the law.
8. The Borrower acknowledges that the ECS/SI mode of repayment is over and above the PDC's issued in favour of the Bank in advance for the payment of the EMIs and the Bank may at any time at its sole discretion with prior notice to the Borrower make a demand for the repayment to be made by issue of PDC's. The Borrower undertakes that the Borrower shall not revoke the ECS/SI mode for payment of the EMIs during the tenure of this Agreement except with the prior approval of the Bank. In case the Borrower revokes his consent to participate in the ECS/SI mode without obtaining the prior written consent of the Bank, the same shall be deemed to be an Event of Default as mentioned in clause 11 of this Agreement and without prejudice to other rights and remedies available to the Bank under this Agreement and/or under any other applicable law in force, the Bank shall have the right to forthwith recall the Loan without giving any notice to the Borrower. Notwithstanding anything contained herein the Bank shall have the right to initiate criminal action under the laws applicable for the time being in force against the Borrower.
9. The Borrower shall be liable to pay a charge not exceeding Rs. 500/- or such other amount as may be stipulated by the Bank from time to time, for dishonour of any Repayment Instruction on the first presentation of the Repayment Instruction and a further charge not exceeding Rs. 500/- or such other amount as may be stipulated by the Bank from time to time, on dishonour of any subsequent presentation of the Repayment Instruction. This would be without prejudice to the rights of the Bank under the Negotiable Instruments Act, 1881 and other rights of the Bank under this Agreement or otherwise.
10. Any dispute, including about the interest computation, shall not entitle the Borrower to withhold payment demanded by the Bank and/or payment of any EMI.
11. The Borrower agrees and undertakes not to, and warrants and represents to the Bank that the Borrower shall not, utilize the Loan for any antisocial, unlawful, or speculative purposes.
12. The Borrower shall be deemed to have committed an act of default on the happening of inter-alia, any one or more of the following events (hereinafter referred to as "**Event of Default**"):
  - a. The Borrower fails to pay the Loan or any fee, charges or costs in the manner herein contained, or any EMI or any other amount due hereunder remains unpaid for a period of 15 (fifteen) days from the date on which becomes due; or
  - b. The Borrower commits breach of any of the terms and conditions and/or covenants herein or any misrepresentation to the Bank; or
  - c. If a receiver is appointed or attachment is levied for or upon any of the assets of the Borrower or the Borrower, being an individual, has been subjected to the initiation of insolvency proceedings or has been declared an insolvent or, being a corporation, has been subjected to the filing of a petition for its winding-up or has been ordered to be wound up or, being a partnership firm has been subjected to the possibility of dissolution or cessation of business; or
  - d. Proceedings by any authority, court of law or professional body or association, for any misconduct or breach/violation of any law or regulations or code of conduct, etc., are taken against the Borrower; or
  - e. The Borrower fails to furnish any information or documents that may be required by the Bank; or
  - f. If a cheque/ECS/SI in respect of any payment is not paid on the due date thereof; or
  - g. The Borrower commits a default of any of the terms and conditions in respect of any other loan or facility provided by the Bank and/or all the companies/entities/subsidiaries/affiliates thereof under Citigroup and/or any other bank/financial institution/society etc; or
  - h. Where the Borrower, or where the Loan has been provided to more than one Borrower, any of the Borrowers, is Divorced or dies (applicable in case of an individual); or



- i. There is any change in the constitution, management or existing ownership or control of management or of share capital of the Borrower; or
  - j. The Borrower or either of them, as the case may be, changes his/her employment or occupation or leaves temporarily or permanently, or while remaining in the same employment, or continuing in the same occupation, is posted or located at a place other than a place acceptable to the Bank; or
  - k. The Borrower commits a default under any other agreement or contract entered in to by the Borrower with the Bank or with any third party and the same is not remedied to the satisfaction of the Bank within such time as the Bank may in its absolute discretion specify; or
  - l. There exists any other circumstance, which, in the sole opinion of the Bank, jeopardizes the Bank's interests.
13. In the event of the Borrower committing any act of default and/or on the occurrence of any Event of Default as aforesaid, then notwithstanding anything to the contrary herein contained, or in any other agreement, document or instrument between the Borrower and the Bank shall be entitled at its absolute discretion to inter alia:
  - a. Call upon the Borrower to pay forthwith the outstanding balance of the Loan together with interest and all sums payable by the Borrower to the Bank under this Agreement and/or any other agreements, documents or instruments between the Borrower and the Bank;
  - b. Without any prior or further notice to the Borrower, disclose to the Reserve Bank of India or any other authority or any other third person, the name/identity of the Borrower and the fact of the Borrower having committed the act of default with full details thereof;
  - c. Exercise the Bank's right of lien and set-off all monies and accounts standing in the Borrower's name in the Bank.
  - d. Without prejudice to the above, the Bank shall have the right to proceed against the Borrower independent of any right of lien/set-off to recover the outstanding dues from the Borrower.
14. The Bank shall have the right to recall the Loan at any time at its discretion, without assigning any reasons for such recall, and upon such recall, the Loan and all other amounts stipulated by the Bank shall be payable forthwith.
15. PRE-PAYMENT BY BORROWER

The Borrower may prepay the entire outstanding balance of the Loan after the expiry of the first six (6) months of the Loan tenure. In such an event, the Bank shall be entitled to charge 5%, or any other rate which may be applicable at that time as per the Bank's policy, of the amount so prepaid as a prepayment fee. Prepayment will be applied to EMIs in inverse order of maturity. The interest and any other charges etc. would be leviable till the end of the month in which the prepayment notice expires. The prepayment shall take effect only if cheques have been cleared and proceeds thereof realised by the Bank in clear funds. Any cash payments offered by the Borrower shall be subject to the Bank's sole discretion as to whether or not to accept the same.
16. The Borrower shall be liable for all amounts due and all costs etc. incurred for any recovery proceedings in respect of the Loan.
17. The records maintained by the Bank shall be conclusive proof of the amounts outstanding from and due by the Borrower. A certificate in writing signed by an officer of the Bank stating the amount due at any particular time shall be conclusive evidence as against the Borrower. However, nothing herein shall prejudice the Bank's interests or rights if there is any clerical or arithmetical error in the interest calculations due and payable by the Borrower.
18. Any notice/letter/other document shall be sent by the Bank to the Borrower at the last intimated address of the Borrower and shall be deemed to have been delivered within 48 hours after it has been sent by registered post, under certificate of posting, ordinary post or courier at the discretion of the Bank. All writings from the Borrower to the Bank must be received from the Borrower by the Bank at the address specified in the Schedule.
19. The Borrower shall notify the Bank in writing of any change in the Borrower's address within a week of the said change.
20. The Borrower declares that all information given in the application for the Loan and the supporting documents is absolutely correct and no misrepresentation, either directly or otherwise, has been made. The Bank shall be entitled to take such action as it deems fit in the event the Borrower provides any inaccurate, false information to the Bank and/or misrepresents in any manner whatsoever any inaccuracy or falsehood or misrepresentation on the part of the Borrower.



21. The Borrower shall pay all duties, levies, costs and other expenses incurred or suffered by the Bank in the course of and/or for reason of providing the Loans and/or other sums to the Borrower including the costs, expenses (including attorney's fees) for enforcing this Agreement or for recovery of the Loan and all amounts payable under this Agreement.
22. In case of individuals who are joint Borrowers though only one of them may be a professional or employed, both shall be jointly and severally liable and responsible for fulfillment of all obligations hereunder and the term "Borrower" shall be construed accordingly.
23. The Borrower expressly recognizes and accepts that the Bank shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled and have full power and authority to appoint one or more third parties as the Bank may select and to delegate to such third party all or any of its functions, rights and powers under this Agreement relating to administration of the Loan including the right and authority to collect and receive on behalf of the Bank from the Borrower any payments and other amounts due by the Borrower under this Agreement and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, attending the residence or office of the Borrower or otherwise contacting the Borrower (including the authorised signatory(ies)/representative(s), Guarantor(s) of the Borrower), receiving cash/cheques/ drafts/mandates from the Borrower (including the authorised signatory(ies)/representative(s), Guarantor(s) of the Borrower) and giving valid and effectual receipts and discharge to the Borrower. For the purpose aforesaid, the Bank shall be entitled to disclose to any such third parties (including the authorised signatory(ies)/representative(s), Guarantor(s) of the Borrower) all necessary or relevant information pertaining to the Borrower and the Loan and the Borrower hereby consents to such disclosure by the Bank.

Notwithstanding the above, in the event of the Borrower committing any act of default and/or the occurrence of any Event of Default, the Borrower expressly accepts and authorizes the Bank and/or any such third party as the Bank may select to contact any third party(ies) (including the authorised signatory(ies), representative(s), Guarantor(s), the adult family members, secretary, accountants etc. of the Borrower) and disclose all necessary or relevant information pertaining to the Borrower and the Loan and the Borrower hereby consents to such disclosure by the Bank (and/or any such third party as the Bank may select). The Borrower further expressly authorises the Bank (and/or any such third party as the Bank may select) to receive payments or such other security as may be offered by such third parties (including authorised signatory(ies), representative(s), Guarantor(s), the adult family members, secretary, accountants etc. of the Borrower) towards discharge of the Loan.

24. The Borrower hereby agrees that the occurrence of any Event of Default hereunder shall also be treated as an event of default under any other facility being availed by the Borrower from the Bank and/or all the companies/entities/subsidiaries/affiliates thereof under Citigroup and the Bank is hereby authorized by the Borrower to retain and to continue to hold and/or set off/realize/sell any assets (including but not limited to fixed deposits and/ or all monies and/or accounts standing in the Borrower's name) of the Borrower held by the Bank as a security and/or otherwise and adjust the proceeds thereof towards repayment of the Loan including any interest and other charges due and payable by the Borrower to the Bank and/or all the companies/entities/subsidiaries/affiliates thereof under Citigroup.
25. The Borrower expressly recognizes and accepts that the Bank 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 or person as the Bank may decide the Loan and all outstanding dues under this Agreement in any manner, in whole or in part and on such terms as the Bank may decide including reserving to the Bank the power to proceed against the Borrower, on behalf of the assignee or transferee, in the event of default in payment of any amounts due by the Borrower under this Agreement. Any such sale or assignment shall bind the Borrower and the Borrower shall accept the third party as its sole creditor or creditor jointly with the Bank, as the case may be, and in such event the Borrower shall pay to the Bank or such creditor or as the Bank may direct the outstanding amounts due from the Borrower under this Agreement.
26. The Borrower does hereby indemnify and agree to keep indemnified the Bank from time to time and at all times hereafter against all claims, costs, losses and expenses that may be incurred by the Bank by reason of any act or default on the part of the Borrower in respect of the Loan and/or for the recovery of the outstanding dues (including legal/attorney fee) and/or on account of failure of the Borrower of any of the terms and conditions herein.
27. The Borrower accepts, confirms and consents for the disclosure and sharing by the Bank of all or any information and data relating to the Borrower, the Facilities, any other transactions that the Borrower has with the Bank, the Borrower's account, and the agreements and documents related to the Facilities and transactions, including but not limited to information relating to default, if any, committed by the Borrower, in the discharge of the Borrower's obligations in relation to the Facilities or other transactions, as the Bank may deem appropriate and necessary to disclose and furnish, to the Reserve Bank of India ("RBI") and/or to the Credit Information Bureau (India) Ltd and/or to any other agency or body as authorized in this behalf by RBI, to other banks and lenders including assignees and



potential assignees, to its professional advisers and consultants and to its service providers instructed by it in relation to the Facilities, and/or as required under law or any applicable regulation, at the order of a court of law, or at the request or order of any statutory, regulatory or supervisory authority with whom it customarily complies. The Borrower undertakes and covenants that it shall provide all information, including information regarding other credit facilities enjoyed by the Borrower, as and when required by the Bank. The Borrower declares that the information furnished to the Bank from time to time is and shall be true and correct.

The Borrower :

- a. accepts that the RBI or the Credit Information Bureau (India) Ltd. and any other agency so authorized, any statutory, regulatory or supervisory authority or other lenders, may use, process, disseminate the said information and data disclosed by the Bank in such manner as deemed fit by them in any particular circumstances; and
  - b. shall not hold the Bank at all responsible or liable in this regard.
28. The Borrower hereby undertakes to keep the Bank informed and authorises the Bank to update any change in the Borrower's e-mail ID, Telephone number, Mobile number and Address that the Bank may be informed of or be available with the Bank and/or any of the Bank's subsidiaries/affiliates/associates and/or all the companies/entireties/subsidiaries/affiliates thereof under Citigroup and hereby authorizes the Bank to contact the Borrower, by post, fax, telephone, e-mail, SMS/text messaging. The Borrower hereby expressly authorises the Bank, its authorised representatives, agents, servants and third parties as appointed under the provisions of Clause 23 to use the information provided by the Borrower to get in touch with the Borrower (including the authorised signatory(ies)/representative(s), Guarantor(s) and third parties including the family members of the Borrower) whose information the Borrower has provided to the Bank.
29. The Borrower further acknowledges that the Bank shall also be entitled to disclose all aforesaid information/documents etc. pursuant to the order/direction of the Court of law/Tribunal/Arbitrator, as and when required.
30. The Bank shall be entitled to exercise this right of disclosure without being required to inform and/or issue any further notice in this respect to the Borrower.
31. Without prejudice to all other rights as the Bank or any of the third parties appointed by the Bank may have under this Agreement and under law, on the occurrence of an Event of Default, the Borrower may be sent reminders from time to time for settlement of any outstandings under the Loan Facility, by post, fax, telephone, e-mail, SMS text messaging via mobile phone.
32. Subject to the Borrower paying the EMIs in the manner provided in the Agreement, and at the request of the Borrower in this regard, the Bank may at its sole discretion and subject to the applicable terms and conditions therefor, allow the Borrower to avail of a loan facility of an amount and tenor as is mutually agreed to between the Bank and the Borrower. Such loan facility amount shall be sanctioned by way of exchange of letters on terms and conditions mentioned therein which will form part and parcel of this Agreement and the amount will be disbursed to the Borrower.
33. In the event that the Borrower elects to use the facility of internet Banking, E-Commerce and mobile Banking facilities, the application for and use of the said facilities will be subject to the terms and conditions therefor as prevailing from time to time, and the Borrower agrees to ensure that the Borrower obtains, reads, understands, accepts, and complies with and acts in accordance with the terms and conditions therefor.

The Bank will allot a User Password (QPIN/IPIN/HPIN) number for the Borrower and the Borrower agrees as follows:

- a. The User Password (QPIN/IPIN/HPIN) may be communicated to the Borrower in such manner as deemed fit by the Bank at the risk of the Borrower.
- b. The Borrower shall not disclose the User Password (QPIN/IPIN/HPIN) to any person and shall further prevent discovery of the same by any person. Notwithstanding the same, the Bank shall not be liable in any manner for access to the account of the Borrower by use of the User Password (QPIN/IPIN/HPIN) by any person whomsoever.
- c. The Bank, may at its discretion allow the Borrower at any time to access the loan account and verify the statements and position based on the User Password (QPIN/IPIN/HPIN) issued.
- d. In case of loss, theft and disclosure of the User Password (QPIN/IPIN/HPIN), the Borrower shall communicate the same to the Bank and in any event not later than 48 hours.



- e. On intimation of theft, loss and disclosure of the User Password (QPIN/IPIN/HPIN) to any other person, the Bank will endeavor its best to prevent access of the same by any other third party.
  - f. The Bank further reserves its right to refuse to perform any transaction if the Bank has reason to believe, (which decision of the Bank shall not be questioned and disputed) that the User Password (QPIN/IPIN/HPIN) has been misused or being used in any other manner.
34. The Schedule annexed hereto shall be deemed to be an integral part of this Agreement, as though the provisions thereof are set out herein.
35. This Agreement shall be governed by the laws of India and in all matters arising out of this Agreement the Borrower hereto submit to the exclusive jurisdiction of the Courts at the place of the Bank's Branch Office given in Schedule I herein.
36. The Borrower acknowledges and agrees to contact / call CitiPhone Banking for any queries regarding the Loan and in order also to carry out transactions over the telephone. The Borrower agrees that use of CitiPhone Banking will be subject to the terms and conditions therefor as prevailing from time to time, and the Borrower agrees to ensure that the Borrower obtains, reads, understands, accepts, and complies with and acts in accordance with the terms and conditions therefor.
37. This Agreement shall come to an end upon the Bank having, to its satisfaction, received all dues and outstandings, and payments, required to be made by the Borrower hereunder to the Bank.

### **38. Phone banking**

On the borrower's request, the bank has agreed to provide the borrower the facility of carrying out certain permitted transactions as communicated by the bank to the borrower from time to time, relating to the loan availed, by giving telephonic instruction which may be accepted either manually or by an automated system ("citiphone banking facility") apart from any written standing instructions given by the borrower. The borrower further understands and accepts these terms and conditions are in addition to any and all such specific terms and conditions as may be applicable to the citiphone banking facility (including applicable payment methods/charges). The borrower understands and agrees that the availment of such facility will be deemed acceptance of the said terms and conditions and the borrower agrees to be unconditionally bound by the same.

The borrower is aware that in connection with the citiphone banking facility, the bank shall ask for details of the borrower as the case may be, for verification of the borrower's identity, after which the borrower is entitled to information pertaining to the loan.

The borrower understands and accepts the telephonic instructions given through the citiphone banking facility may also include instructions to change the borrower's demographic details such as residence and or email address, residence and or office telephone number, mobile phone number, email address or any other personal details of the borrower as decided by the bank from time to time.

The borrower understands and acknowledges that the borrower will be able to perform transactions through any channel other than citiphone banking facility and/or Citibank online Internet banking facility. The borrower hereby confirms that the borrower is fully conversant with the procedures, as explained to the borrower, which are required to be complied with and further confirms that the borrower shall comply with the same.

The bank will exercise due diligence in verifying the details of the borrower over the phone, but the borrower understands that the borrower shall be solely responsible and liable for any and all losses that may suffered/incurred by the borrower as a consequence of his personal details being known and hence misused by any other person.

### **39. Internet banking**

At the request of the borrower. the bank may, at its sole discretion, agree to provide Citibank online Internet banking facility. The borrower further understands and accepts that these terms and condition are in addition to any and all such specific terms and conditions as may be applicable to the Citibank online internet banking facility (including applicable payment methods/charges). The borrower understands and agrees that the use of such facility will be deemed acceptance of the said terms and conditions and the borrower agrees to be unconditionally bound by the same.

The borrower is aware that for the purpose of utilization of Citibank online internet banking facility, the borrower would be required to use the loan account and a password as advised by the bank and/or as subsequently charges by the borrower the Citibank online internet banking facility may cover to be applicable to the loan now existing as availed of, by the borrower from the bank.



The borrower herein understands that the passwords assigned to the borrower or as subsequently changed by the borrower would be required to be used by the borrower to transmit/give instructions and access the Citibank online banking facility. The borrower is aware of the confidential nature of the password and confirms that the borrower shall not disclose the password to any person. The borrower will promptly inform the bank in case any password become known to any unauthorized person.

The borrower hereby instructs the bank to comply with any/all instruction given through the use of the Citibank online Internet banking facility in conjunction with the correct password. The bank shall be entitle to assume that any instruction given to the bank using in accordance with the above are given/authorized by the borrower and agree that the bank will not be liable for any fraudulent, duplicate or erroneous instruction given the bank by usage of the password of the borrower.

The bank shall not be required to or verify or judge the correctness of any instruction received by it, so long as it satisfy itself of the correctness of the password used to transact on the internet. The borrower acknowledges that any instruction received by the bank shall be irrevocable. Should any instruction issued by the borrower, be capable of being executed by the bank in more ways than one, the bank may execute the said instruction in any one of the said ways at the bank's sole discretion. The borrower shall not be discharged by transmission over the Internet of any notice, instruction or request which, as per the terms hereof or any other specific terms and condition, require the borrower to send the same in written. The borrower acknowledges and confirms that all record of instructions received from the borrower maintained by the bank, in electronic and documentary form (including, without limitation, logs of bank Citibank online internet banking facility transaction and sms/mobile transactions), and other such details (including, but not limited to, payment made or received) shall, as against the borrower, be deemed to be conclusive.

The borrower shall nor interfere with, alter, amend, tamper with or misuse in any manner whatsoever (the option of the bank being conclusive in this respect), the Citibank online Internet banking facility.

In the event of any alleged fraudulent use of the loan account through the internet, the borrower agrees that the borrower shall be solely and exclusive responsible for all losses caused thereby and shall not hold the bank liable for any loss caused thereby.

The borrower expressly recognize and accepts that the bank shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled and have full power and authority to appoint any such third parties as the bank may select and to delegate to such third party such functions of the bank as may be permissible .the borrower further authorizes the bank to disclose/exchange information relating to the borrower or the product availed by the borrower as may be necessary for the purposes of such third party to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto.

Notwithstanding any registration on a do not disturb registry, the borrower hereby understand and agrees that the bank and all such third parties as duly authorized by the bank shall be authorized to contact/get in touch with the borrower for purpose of administrating or servicing (other than marketing/sale) of any of the bank's products/services availed of by the borrower.

#### **40. Settlement of Disputes:**

Any differences or disputes arising out of or touching the terms and conditions of the Principal Agreement(s) and this offer, shall be settled amicably in the first instance. Unresolved disputes or differences shall be referred to a sole Arbitrator, who shall be appointed by the Head of Collections of Citibank in India and the Borrower shall have no objection to the same. The Arbitration shall be governed by the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The award of the Arbitrator shall be final, conclusive and binding on the parties. The venue of such arbitration proceedings shall be \_\_\_\_\_ and shall be conducted in the English language only

41. I/ We hereby agree that in the event that I/we wish to change the repayment instruction on the said loan to another account via Electronic clearing service or Standing instruction on a Citibank account, I will provide Citibank with an updated instruction in the prescribed format along with \_\_\_\_\_ undated security cheques favouring my loan account; each cheque would be for three times the EMI amount on my loan. Citibank will have the right to date and present these cheques in the event of default on the said personal loan. I understand and agree that these cheques will remain in the custody of Citibank N.A till such time that all dues on the said personal loan are fully paid up and the same shall be returned to me to my mailing address as updated with Citibank post closure of the said personal loan.

#### **42. CitiAlert Terms & Conditions**

In the event the Borrower requests for the CitiAlert Facility the following clauses shall also be applicable:



## 1. Definitions:

For the purposes of Clause 44, the following terms shall have the following meanings:

"Alerts" mean the customised messages in response to the Triggers sent as short messaging service ("SMS") or Emails to the Borrower over his mobile phone or Email address;

"Account" means the Ready Cash account in the name of the Borrower with the Bank or any other account as applicable;

"CSP" means the Cellular Service Provider with whom the Bank has an arrangement for providing the CitiAlert Facility;

"CitiAlert Facility" the facility of receiving Alerts and known as CitiAlert;

"Triggers" means the customised triggers to be set or placed by the Borrower with the Bank with respect to specific event/transactions relating to his Account to enable the Bank to send the corresponding Alerts to the Borrower.

## 2. Availability

The CitiAlert Facility is made available to the Borrower at his request, at the sole discretion of the Bank and may be discontinued by the Bank at any time, without notice. The Facility is available in certain specific regions and to subscribers of mobile phones of certain specific CSPs in India. The Borrower understands that unless the Borrower is a subscriber of the specific CSPs, the CitiAlert Facility shall not be available. The Alerts will be sent to the Borrower only if the Borrower is within the cellular circles of the CSPs or in circles forming part of the roaming network of such CSPs. The Bank may, if feasible, extend the Citi Alert Facilities to other cellular circles as well as to subscribers of other cellular telephone service providers, as will be notified by the Bank, from time to time. Registration for Citi Alert shall be treated as registration for Citibank Online and Mobile Pay as applicable.

## 3. Process

The Borrower may set any Triggers by conventional written instructions to the Bank or any such medium as communicated by the Bank from time to time. The Borrower is responsible to acquaint himself with the detailed process for using CitiAlert and the Bank is not responsible for any error by the Borrower in setting the Triggers. The Borrower hereby understands that as and when the Bank allows the Borrower the facility of setting Triggers over the Citibank India Website, the Borrower will be required to use the Citibank Online Facility and the terms and conditions relating thereto will apply. The Borrower also understands that as and when the Bank allows the Borrower the facility of setting through CitiPhone Banking the Borrower will be required to use his TPIN and the terms and conditions relating to CitiPhone Banking will apply. Alerts will be sent over the Customer's mobile phone number registered with the Bank.. The terms and conditions relating to Citibank Online and CitiPhone Banking must be read in conjunction with and in addition to these Terms and Conditions. The Borrower acknowledges that CitiAlert will be implemented in a phased manner and the Bank may at a later stage, as and when feasible, expand the available Triggers or Alerts to meet Borrower requirements. The Bank may, from time to time, change the features of any Trigger or Alert. The Borrower will be responsible for keeping himself updated of the available Triggers or Alerts, which will be notified by the Bank over its Website. The Borrower may, from time to time, change or add to the Triggers selected by him, without the necessity of a fresh registration.

## 4. Setting Triggers and Receiving Alerts

The Bank will not acknowledge receipt of any Instructions or Triggers nor shall the Bank be responsible to verify any Instructions or Triggers or the Borrower's TPIN or HPIN or mobile phone number. The Bank will endeavour to give effect to Instructions and Triggers on a best effort basis and as soon as practically possible for the Bank. The Bank may, in its discretion, not give effect to any Triggers if the Bank has reason to believe (which decision of the Bank shall be binding on the Borrower) that the Triggers are not genuine or otherwise improper or unclear or raise a doubt or in case any Triggers cannot be put into effect for any reasons whatsoever. The Borrower is responsible for intimating to the Bank any change in his phone number or email address or Account details and the Bank will not be liable for sending Alerts or other information over the Borrower's mobile phone number/email address /fax number recorded with the Bank. The Borrower acknowledges that to receive Alerts, his mobile phone must be in an "on" mode. If the Borrower's mobile phone is kept "off" for a continuous period 48 hours from the time of delivery of an Alert message by the Bank, that particular message would not be received by the Borrower. The Borrower further acknowledges that to receive Email Alerts, the Email address,



as present in Bank's records should be valid and active. Triggers will be processed by the Bank after receipt and the processing time will be decided by the Bank, in its discretion. The Borrower acknowledges that there will be a certain time lag taken by the Bank to process the Triggers and send the Alerts. The Borrower acknowledges that the Facility is dependent on the infrastructure, connectivity and services provided by the CSPs and other service providers engaged by the Bank. The Borrower accepts that timeliness, accuracy and readability of Alerts sent by the Bank will depend on factors affecting the CSPs and other service providers. The Bank shall not be liable for non-delivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to the Customer. The Bank shall endeavour to provide the Facility on a best effort basis and the Borrower shall not hold the Bank liable for non-availability of the Facility or non-performance by any CSPs or other service providers including but not limited to the Email service provider or any loss or damage caused to the Borrower as a result of use of the CitiAlert Facility (including relying on the Alerts for the Customer's investment or business purposes) for causes which are not attributable to the Bank. The Bank shall not be liable in any manner to the Borrower in connection with the use of the Facility. The Borrower accepts that each Alert may contain certain Account information relating to the Customer. The Borrower authorises the Bank to send Account related information, though not specifically requested, if the Bank deems that the same is relevant.

## **5. Withdrawal or Termination**

The Bank may, in its discretion, withdraw temporarily or terminate the CitiAlert Facility, either wholly or in part, at any time. The Bank may, without prior notice, suspend the CitiAlert Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the CitiAlert Facility. If Alerts cannot be delivered to the Borrower on ten consecutive occasions, the CitiAlert Facility will be temporarily suspended, until reactivated by the Borrower.

## **6. Fees**

The Facility is presently a free service. However, the Bank may, at its sole discretion, after notice to the Borrower charge fees/ charges for use of the Facility. The Bank may at its sole discretion revise the charges/ fees for use of any or all of the Facility, by notice to the Borrower. The Borrower may at any time discontinue or unsubscribe to the said Facility. The Borrower shall be liable for payment of such airtime or other charges which may be levied by the CSP in connection with the receiving of the Alerts, as per the terms and conditions of the CSP and the Bank is in no way concerned with the same.

## **7. Disclaimer**

The Borrower is solely responsible for protecting his TPIN/ HPIN, email address or mobile phone number. The Bank will not be liable for:

- (i) any unauthorised use of the Borrower's TPIN, HPIN, email address or mobile phone for any fraudulent, duplicate or erroneous instructions/Triggers given by use of the Borrower's TPIN, HPIN, email address or mobile phone number;
- (ii) acting in good faith on any instructions/Triggers received by the Bank;
- (iii) error, default, delay or inability of the Bank to act on all or any of the instructions/Triggers;
- (iv) loss of any information/instructions/Alerts in transmission;
- (v) unauthorized access by any other person to any information/instructions/Triggers given by the Borrower or breach of confidentiality;

The Bank will not be concerned with any dispute between the Borrower and the CSP/Email service provider and makes no representation or gives no warranty with respect to the quality of the service provided by the CSP/Email service provider or guarantee for timely delivery or accuracy of the contents of each Alert.

## **8. Disclosure for purposes of the CitiAlert Facility**

The Borrower accepts that all information/Instructions/Triggers will be transmitted to and /or stored at various locations and be accessed by personnel of the Bank (and its affiliates).The Bank is authorised to provide any information or details relating to the Borrower or his Account to the CSPs or any service providers so far as is necessary to give effect to any instructions/Triggers.



**9. Liability and Indemnity**

The Borrower shall not interfere with or misuse in any manner whatsoever the Facility and in the event of any damage due to improper or fraudulent use by the Borrower, the Borrower shall be liable in damages to the Bank. In consideration of the Bank providing the Facility, the Borrower agree to indemnify and keep safe, harmless and indemnified the Bank from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out in good faith acting on omitting or refusing to act on any instructions given by use of the Facility. The Borrower shall agree to an ongoing confirmation for use of name, email address and mobile number for marketing/merchandising offers between Citibank and other companies. The Borrower shall indemnify the Bank for unauthorised access by any other person to any information/instructions/triggers given by the Borrower or breach of confidentiality.

**10. Amendment**

The Bank may amend the above terms and conditions, at any time without prior notice to the Borrower and such amended terms and conditions will thereupon apply to and be binding on the Borrower.

**11.** This Agreement and the relevant Schedule as applicable to the Borrower and signed by the Borrower and the Bank shall form one single Agreement and shall be read in conjunction with each other.

43. For Loans where an Interest subvention has been allowed by the Company, the payment of Interest shall be the Borrower's sole responsibility after the termination of his/her employment with the Company post the sanction of the Loan.

**SCHEDULE**

For Company "Borrower" means \_\_\_\_\_ Limited / Private Limited, a Company incorporated under the provisions of and within the meaning of the (Indian) Companies Act, 1956 and having its Registered office at \_\_\_\_\_ and, unless the context otherwise requires, the expression "Borrower" shall include its successors.

For Partnership Firms "Borrower" means Mr./Ms. \_\_\_\_\_, and Mr./Ms. \_\_\_\_\_, and Mr./Ms. Mr./Ms. \_\_\_\_\_, all trading in partnership under the name and style of \_\_\_\_\_ with its office at \_\_\_\_\_, registered with the Registrar of Firms, \_\_\_\_\_, under No. \_\_\_\_\_, and the expression "Borrower" shall, unless precluded by the subject or context, include the partners for the time being of the said firm and the heirs, executors and legal representatives of the deceased partners.

For sole Proprietor "Borrower" means Mr./Ms. \_\_\_\_\_ trading in the name and style of \_\_\_\_\_ at \_\_\_\_\_ as the sole proprietor thereof, and the expression "Borrower" shall unless precluded by the subject or context, include his / her heirs, executors and legal representatives, and the owner for the time being thereof.

For Individual "Borrower" means Mr./Ms. \_\_\_\_\_ S/o/D/o/W/o \_\_\_\_\_ and Mr./Ms. \_\_\_\_\_ S/o/D/o/W/o \_\_\_\_\_ permanently residing at \_\_\_\_\_, and unless the context otherwise requires, the expression "Borrower" shall include his/her/their respective heirs, executors and legal representatives.



- 1. Date of Agreement :
- 2. Place of Agreement :
- 3. Address of Branch of Bank :

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- 4. Amount of Loan sanctioned by the Bank : Rs. \_\_\_\_\_
- 5. Purpose of Loan:
- 6. Place of Occupation/Business of Borrower :
- 7. Rate of interest on Loan : \_\_\_\_\_ % p.a.

Note: The above interest rate is inclusive of interest tax.

- 8. One-time up-front fee on the Loan amount sanctioned : \_\_\_\_\_ %
- 9. Amount for Interest to be paid upfront : \_\_\_\_\_ \*
- 10. Number of Equated Monthly Installments to be paid by the Borrower : \_\_\_\_\_
- 11. Amount of an Equated Monthly Installment : Rs. \_\_\_\_\_

Read over and explained to the Borrower in \_\_\_\_\_  
 (the concerned language to be inserted)  
 in the presence of Witness : Mr./Ms. \_\_\_\_\_

**IN WITNESS WHEREOF** the Parties hereto have executed these presents on the day and year first herein above written.

Borrower(s) Signatures X \_\_\_\_\_  
 Co-borrower(s) Signatures X \_\_\_\_\_

The Common Seal of \_\_\_\_\_ Limited was hereunto affixed pursuant to a resolution of the Board of Directors passed at a meeting held at \_\_\_\_\_ on the day \_\_\_\_\_ in the presence of \_\_\_\_\_ and \_\_\_\_\_

(Directors)  
 (in case of the Borrower is company) For the Bank

Signed and Delivered by Citibank, N.A.  
 by the hand of its authorised signatory : Mr./Ms. \_\_\_\_\_

\* This amount is subject to changes and may vary with the date of booking of the Loan



Citi never sleeps

