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## PERSONAL LOAN - MOST IMPORTANT TERMS & CONDITIONS

### 1. Payment

- 1.1. Citibank Personal Loan comes with a fixed rate of interest which means your EMIs will remain the same through the entire tenure of your loan. The loan shall carry interest at the rate specified in the Welcome letter.
- 1.2. The Borrower shall repay the Loan, and the interest payable thereon, in monthly installments as per the repayment schedule referred to as "The Equated Monthly Installments" or "EMI".
- 1.3. The EMI includes interest payable for the outstanding loan amount for the month in addition to the principal repayment. After every EMI payment, the outstanding loan amount gets reduced. Therefore, the interest for the next month is calculated only on the outstanding loan amount.
- 1.4. The due date for the repayment of EMI shall be 1st of every month, following the second succeeding month from month of Loan disbursement. The bank will retain the right to represent in case of a bounce.
- 1.5. The interest for the number of days from the date of loan booking, till the end of the month of booking will be deducted, from the loan amount credited to your account.

### 2. Fees and Charges

- 2.1. The Borrower is obliged to pay a one-time up-front processing fee specified in the welcome letter and be informed that this will be deducted by the Bank at the time of disbursement of the Loan.
- 2.2. The Borrower is obliged to pay stamp duty as may be applicable by state laws. This also will be deducted by the Bank at the time of disbursement of the loan.

### 3. Mode of Payment

- 3.1. The Borrower will be issuing NACH Debit Instructions/SIs (referred to as 'Repayment Instructions' in the agreement) for the repayment of the Loan. Additionally, the Bank will also accept payment through NEFT and the Borrower can choose to avail such options when required to make payment towards the loan account.
- 3.2. In the event that Borrower wishes to change the repayment instruction on the said loan to another account via NACH Debit Instructions or Standing Instruction on a Bank account, he/she will provide Bank with an updated instruction in the prescribed format.

### 4. Full and Part-Prepayment

- 4.1. The Borrower may prepay the entire outstanding balance of the Loan after the expiry of the first twelve (12) months of the Loan tenure. In such an event, the Bank shall be entitled to charge pre-payment charges as specified in the welcome letter on the outstanding dues. Pre-Payment amount will get adjusted towards interest, other charges and principal amount outstanding.
- 4.2. The Borrower may prepay a part of the outstanding balance of the loan subject to the following conditions and other credit parameters:
  - The Borrower should have been a Citibank Personal Loan customer for a period of at least 1 year from the date of loan booking, prior to availing the partial prepayment facility.
  - The amount pre-paid partially by the Borrower should be equivalent to a minimum of 2 EMIs up to a maximum of 5 EMIs. The amount that the Borrower is eligible to pre-pay, would be confirmed by the Bank and the customer would have to prepay that amount only.
  - The Borrower will be allowed to make a partial pre-payment only once in a year (last 12 months) irrespective of whether or not he has exercised the option to prepay the maximum number of EMIs that he is allowed to prepay.
  - The partial prepayments will reduce the loan tenor equivalent to number of EMIs prepaid (loan end/closure date) and the Borrower would need to continue to repay the subsequent EMIs as per the repayment schedule shared by the bank.

### 5. End Use

- 5.1. The Borrower agrees and undertakes not to, and warrants and represents to Citibank that the Borrower shall not utilize the Loan for any investments into Citi wealth management and insurance products, small saving certificates, antisocial, unlawful, money laundering, capital market use or speculative purposes and/or purchase of gold/gold bullions/gold coins/gold jewelry/gold exchange traded funds/gold mutual funds. In the event that the loan has been used for purposes as prohibited above, the Bank shall be entitled to do all acts and things that the Bank deem necessary to comply with its policies, including but not limited to liquidating my/our holdings of Investments at that time. The Borrower agrees to bear all costs and expenses the Bank incurs as a result thereof

### 6. Default

- 6.1. The Borrower shall be deemed to have committed an act of default if 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 the Borrower commits breach of any of the terms and conditions and/or covenants herein or any misrepresentation to the Bank; or
- 6.2. In the event of the Borrower committing any act of default, the Bank shall be entitled at its absolute discretion to inter alia
  - 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.
  - Exercise the Bank's right of lien and set-off all monies and accounts standing in the Borrower's name in the Bank.
  - 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.

- Call upon the Borrower to pay all claims, costs, losses and expenses that may be incurred by the Bank because of any act or default on the part of the Borrower with respect to 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.

6.3. Please note that it is in the best interest of customers to maintain a good credit history by paying the necessary dues in a timely manner. With a fair credit history, responsible customers can expect faster and more competitive financial services at better terms from the Credit Grantors. Default in turn could impact the credit worthiness of the customer for future credit requirements.

## **7. Assignment and Transfer**

7.1 The Borrower expressly recognizes and accepts that the Bank shall without prejudice to its rights to perform such activities itself or through its officials or employees, be absolutely entitled and have full powers and authority to appoint one or more third parties of the Bank's choice and to transfer and delegate to such third parties the right and authority (i) to collect on behalf of the Bank installments, charges, unpaid amount(s) and other sums due to the Bank towards the Loan; (ii) 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 authorized signatory(ies)/representative(s), Guarantor(s) of the Borrower), (iii) receiving cash/cheques/drafts/mandates from the Borrower (including the authorized 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 authorized 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.

7.2 The Bank shall be entitled to transfer or assign any of its rights, benefits or obligations herein, in any manner, in whole or in part and on such terms as the Bank may decide, to any party without the consent of the Borrower. 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 towards the Loan.

## **8. Borrower's Representations, Warranties, Covenants and Undertakings**

8.1 The Borrower agrees that the Bank shall send any notice/letter/other document meant for the Borrower at the address last intimated by 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 at the address specified in the Schedule.

8.2 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.

8.3 A resident customer going abroad for employment or emigration should necessarily inform the bank of the change in his residential status. If any payment towards the loan is required to be remitted by the customer after the residential status change, that would need to be done from Non-Resident Bank a/c (NRE/NRO/FCNR a/c). It is the customer's responsibility to inform the Bank about the change in his/her residential status. He/she also has the option of pre-closing the loan, once lock-in period is over.

8.4 The Borrower understands Bank's 'Privacy Policy' as available on [www.citibank.com/india](http://www.citibank.com/india). Such Privacy Policy may be amended by Bank from time to time at its sole discretion, and shall be made available on the abovementioned website for my view.

8.5 In the event that the Borrower elects to use the facility of Internet Banking, E-Commerce, Mobile/Phone Banking and CitiPhone Banking, the application for and use of the said facilities will be subject to the terms and conditions therefore as prevailing from time to time and the additional terms and conditions given in the personal loan service terms and conditions as available on [www.citibank.com/india](http://www.citibank.com/india). The Borrower agrees to ensure that the Borrower obtains, reads, understands, accepts, complies with and acts in accordance with the terms and conditions and the specified guidelines.

8.6 The Borrower agrees that this Application form shall be governed by the laws of India and in all matters arising out of this form the Borrower hereto will submit to the exclusive jurisdiction of the Courts at the respective place of the Bank's branch office location.

## **9. Other Terms and Conditions**

Please note Tata Consultancy Services Limited and Athena BPO Private Limited are authorized lending service providers involved in Direct Sales / Telesales marketing.

Goods and Services Tax (GST) as notified by the Government of India, is applicable on the interest component of the EMI, all fees and other charges and is subject to change as per relevant regulations of the Government of India.

Please refer to Standard Terms and Conditions & Service Terms and Conditions uploaded on [www.citibank.com/india](http://www.citibank.com/india) for detailed terms and conditions. Citibank is a member of the Banking Codes & Standards Board of India (BCSBI). Please visit the homepage of our website [www.citibank.com/india](http://www.citibank.com/india) to view the BCSBI code.