

**GENERAL TERMS AND CONDITIONS**  
**FOR OBTAINING PERSONAL LOANS AND POS LOANS FROM**  
**HOME CREDIT INDIA FINANCE PRIVATE LIMITED**

**HOME CREDIT INDIA FINANCE PRIVATE LIMITED**, a private company limited by shares incorporated under the provisions of the Companies Act, 1956, as amended from time to time, (hereinafter referred as “**HCIN**”) may grant the Loan (as defined herein below) only after approval of the prescribed Loan Application submitted by the Borrower to HCIN. HCIN reserves its right to refuse or reject any Loan Application notwithstanding the applicants satisfying the Eligibility Criteria (as defined herein below), if any, set by HCIN for the approval of the Loan. The Borrower, who intends to obtain a Loan from HCIN either once or multiple times, agrees and abides by these general terms and conditions as amended from time to time (hereinafter referred to as “**this GTC**”). The Borrower further agrees to execute such necessary documents or provide such necessary consent (either orally or in writing), as may be deemed necessary by HCIN to give effect to the terms of this GTC. This GTC as agreed by the Borrower shall be applicable and binding on the Borrower in respect of any and all kinds of Loans approved/ disbursed by HCIN in favor of the Borrower as amended from time to time under this GTC.

**1. DEFINITIONS AND INTERPRETATION**

- 1.1. Unless otherwise stated under this GTC, the following definitions apply throughout -
- 1.1.1. “**Alternate Payment Channel**” means the payment mode/ channel either managed by HCIN, or by a third party duly authorised by HCIN, to receive the Monthly Instalments and/ other dues from the Borrower in respect of the Loan.
  - 1.1.2. “**Applicable Law**” shall mean any statute, regulation, notification, circular, ordinance, court order, decree, judgment, direction, guideline, or other binding action or requirement of an authority which has the force of law in India.
  - 1.1.3. “**Borrower**” means the Person who applies for and/or obtains Loan from HCIN (including but not limited to by using any of the Contact Options). The name and address of the Borrower shall be mentioned in the Loan Summary issued to the Borrower for each Loan from HCIN. For the purpose of this GTC, the term ‘Borrower’ shall include the heirs, executors, administrators and legal representatives of such Person.
  - 1.1.4. “**Automated Fund Transfer**” shall mean and include transfer of funds through electronic clearing service (debit), direct debit, automated clearing house (debit) or any other permissible mode available from time to time for the purpose of debiting the bank account of a Person on the basis of instructions given by such Person either in writing or through any electronic media.
  - 1.1.5. “**Credit Assessment Fee**” means the non-refundable fee charged in respect of the assessment of the credit worthiness of the Borrower for the Loan and shall be paid by the Borrower either at the time of signing and/or accepting the Loan Summary, or disbursement of the Loan, whichever is earlier.
  - 1.1.6. “**Dealer**” means the seller of the Product.
  - 1.1.7. “**Documents**” means this GTC, Loan Application, Loan Summary, Declaration, Demand Promissory Note, Mandate, and consent form (as the case may be) executed or accepted or agreed upon by the Borrower and all other documents, instruments, certificates, and agreements executed and/or delivered by the Borrower or any third party in connection with the Loan, including but not limited to electronic records of any and all of the aforesaid.
  - 1.1.8. “**Documentation Fee**” means the non-refundable fee charged for preparing the Documents pertaining to the Loan of the Borrower, payment of applicable stamp duty and other legal charges associated with Loan of the Borrower and shall be paid by the Borrower either at the time of signing and/or accepting the Loan Summary, or disbursement of the Loan, whichever is earlier.
  - 1.1.9. “**Down Payment**” shall mean the amount, being that part of the price of the Product which the Borrower pays directly to the Dealer at the time of purchase of the Product and not financed by HCIN.
  - 1.1.10. “**Due Date**” means the date in every calendar month on or before which the Monthly Instalment(s) of the respective Loan(s) become due and repayable by the Borrower to HCIN. The Due Date for the first and the last Monthly Instalment of each Loan shall be specified in the respective Loan Summary.
  - 1.1.11. “**Effective Date**” in respect of each Loan obtained by the Borrower means, unless specified otherwise, the respective date on which the Borrower consents (whether orally or in writing) to obtain respective Loan from HCIN. For avoidance of doubts, the Effective Date for each Loan shall be stated in the Loan Summary of such Loan, including the cases when the Loan is provided by availing the Contact Options.
  - 1.1.12. “**Eligibility Criteria**” means the minimum eligibility criteria set forth by HCIN to judge the credit worthiness of the Borrower, which is subject to change from time to time at the sole and absolute discretion of HCIN.
  - 1.1.13. “**Interest Amount**” means the amount paid/to be paid by the Borrower to HCIN over and above the Loan amount excluding the amount paid as the penalty, fees, or any service charges/ fees of whatever nature under this GTC.
  - 1.1.14. “**Loan**” refers to the amount of loan approved by HCIN from time to time as stated in the Loan Summary on which interest is charged to the Borrower.

- 1.1.15. **“Loan Application”** means the application submitted by the Borrower to HCIN for applying for, and availing of, the Loan, together with all other information, particulars, clarifications and declarations, if any, furnished by the Borrower in connection with the Loan.
- 1.1.16. **“Loan Summary”** means the terms of the Loan issued or communicated by way of any of the Contact Options by HCIN to the Borrower confirming the grant of the Loan to the Borrower subject to the terms and conditions contained in this GTC, the Loan Summary and other Documents.
- 1.1.17. **“Mandate”** means the instructions given by the Borrower to debit his bank account to make the payment to HCIN through Automated Fund Transfer for all the Loans availed by the Borrower from HCIN from time to time.
- 1.1.18. **“Monthly Customer Care Fee”** means the fixed amount charged to the Borrower by HCIN on monthly basis for maintaining the Loan of the Borrower, storing, archiving and maintaining physical records related to the Borrower for a statutorily defined period, maintaining wide range of repayment channel options for the convenience of the Borrowers and for maintaining adequate infrastructure in domestic in-house call centre for resolving queries of the Borrower.
- 1.1.19. **“Outstanding Balance”** in respect of each Loan obtained by the Borrower means the balance of the respective Loan outstanding along with all amounts payable by the Borrower to HCIN including principal amount, interest, fees, costs, charges, expenses etc.
- 1.1.20. **“Person”** shall include any individual, Hindu Undivided Family (HUF), partnership firm, company, body corporate, association, society or any other legally recognized entity.
- 1.1.21. **“Personal Loan”** shall mean the Loan, disbursed by HCIN directly to the Borrower, the amount of which is not secured by hypothecation of any asset of the Borrower and does not include POS Loan.
- 1.1.22. **“Processing Fee”** means the non-refundable fees charged by HCIN to the Borrower as stated in the Loan Summary for processing the Loan Application of the Borrower that shall be paid by the Borrower either at the time of signing the Loan Summary by the Borrower, or disbursement of Loan, whichever is earlier.
- 1.1.23. **“POS Loan”** means the Loan designated as “POS Loan” by HCIN for financing the purchase of Product at the point of sales of Dealer.
- 1.1.24. **“Product”** means the product which is sought to be purchased by the Borrower and/or sought to be financed by HCIN.

## 2. LOAN AMOUNT

- 2.1. HCIN shall provide the Loan to the Borrower strictly in accordance with this GTC and other terms & conditions mentioned in other Documents executed by and/ or agreed upon by the Borrower. The amount of the Loan shall be mentioned in the Loan Summary provided to the Borrower in case of each approved Loan.
- 2.2. The Borrower hereby confirms and agrees that HCIN may disburse the whole amount of the Loan or any part thereof, either in one lump sum or in such instalments as may be decided by HCIN. In case of POS Loans, the Borrower confirms that any disbursement of the amount of the Loan to the Dealer by HCIN towards payment of the price for the Product shall be construed as valid disbursement of the Loan to the Borrower under this GTC by or on behalf of HCIN and the Borrower undertakes that he will not challenge such disbursement at any point of time.
- 2.3. HCIN reserves the right to, and at its discretion shall be free to, recall the entire Loan and all monies due and payable by the Borrower in respect of the Loan including Interest Amount, fees, penalties etc., if any information supplied by the Borrower is found to be incorrect or false or if the Borrower commits any default under this GTC and/ or the other Documents (including the Loan Summary) executed by and/ or agreed upon by the Borrower.

## 3. RATE OF INTEREST

- 3.1. The annual rate of interest as applicable to each Loan obtained by the Borrower from time to time shall be communicated to the Borrower before the approval of such Loan(s) by HCIN either orally or in writing. The Interest Amount on the Loan has been/ shall be calculated at flat rate basis (i.e. Flat Interest Rate) and such Flat Interest Rate shall remain fixed during the period of Loan. The Flat Interest Rate as well as the Interest Amount applicable to each such Loan shall be expressly stated in the Loan Summary of such Loan. Total Interest Amount is calculated by multiplying the amount of the Loan, Flat Interest Rate and the number of Monthly Instalments of loan divided by 12. The repayment schedule for Monthly Instalment shall be drawn up on a reducing balance basis wherein Interest Amount shall be apportioned from Monthly Instalment on equivalent annual percentage rate.
- 3.2. The Borrower confirms that he has reviewed and understood the internal guiding principles and interest rate model of HCIN as available on the website of HCIN ([www.homecredit.co.in](http://www.homecredit.co.in)) for the purpose of determining and calculating rate of interest.
- 3.3. The Borrower understands that the Interest Amount is charged on the amount of the Loan as stated in Loan Summary and is likely to vary for different Borrowers and/ or for different loans based on factors like cost of borrowed funds, cost of disbursements, market conditions, Applicable Laws, default risk, period of loan, purpose, advance paid by the Borrower and financial position disclosed by Borrower while submitting the Loan Application. The Borrower undertakes that he has agreed to pay the Interest Amount on the respective Loan(s) after considering such fact and shall not dispute the same in future.

- 3.4. Interest Amount in respect of each Loan will start accruing in favour of HCIN on and from the respective Effective Date until the repayment of the Loan and all monies due and payable by the Borrower in respect of the Loan, including Interest Amount, fees, penalties etc., in full to the satisfaction of HCIN. In case of Personal Loan, the Interest Amount, if charged for the period commencing from the Effective Date until the actual disbursal of the Loan, shall be adjusted in the last Monthly Instalment of such Loan.
- 3.5. Interest Amount shall be computed on the basis of a year comprising of three hundred and sixty days.

#### **4. LOAN REPAYMENT**

- 4.1. The Borrower undertakes to repay the amount of respective Loan(s) together with the Interest Amount in specified number of monthly instalments of the equal amount throughout the tenure of each such Loan (hereinafter referred to as "Equated Monthly Instalments ("EMI")") and the Monthly Customer Care Fee, if stated in the Loan Summary (altogether referred as the '**Monthly Instalment**') no later than the respective Due Dates. The amount of EMI shall be calculated by HCIN on the basis of Flat Interest Rate, the amount of the Loan and tenure of the Loan and is rounded off to the next ten rupees. The amount of Monthly Instalment shall be expressly communicated to the Borrower and the Borrower has agreed to the same after fully understanding the method of computation of the Monthly Instalment and the number of Monthly Instalment payable on the Loan (including Advance Instalment, if any, as specified in the Loan Summary).
- 4.2. The Borrower may pay in advance such number of Monthly Instalments as agreed with HCIN and specifically mentioned in the Loan Summary under any particular Loan (referred as "Advance Instalments" in this GTC). In case of POS Loan, the Borrower confirms that he understands that such Advance Instalments shall be payable either at the time of signing of respective Documents for the Loan or agreeing to the respective Documents whether orally or in writing, or at the time of disbursal of the Loan /delivery of the Product, whichever is earlier. HCIN shall adjust the Advance Instalments, if any paid by the Borrower, towards any Outstanding Balance in such manner and at such time as specifically described in the Loan Summary.
- 4.3. The Borrower shall continue to pay the Monthly Instalments no later than on the respective Due Dates for each such Loan regardless of whether the purpose for which the Loan is obtained could not be achieved and/ or any other circumstance whatsoever, or the Product purchased with the Loan is defective, returned, lost, damaged, under repair or not working or not delivered or the purchase contract with the Dealer is terminated for any reason whatsoever.
- 4.4. Where any tax or other amount, including the interest thereon, is paid by HCIN on behalf of the Borrower either to any government/tax or other public authority, or to the Dealer, or to any other Person concerned, whether relating to the Product or the Loan granted to the Borrower or pursuant to any legal proceedings, at any time before, or after, or during the Loan is in existence, the Borrower undertakes to reimburse the same to HCIN along with interest thereon as set forth by the applicable law, or under an arrangement with the Dealer, as the case may be immediately on demand and in the manner specified by HCIN.
- 4.5. The Borrower agrees to pay the Monthly Instalment, penalties, fees and other sums due and payable by the Borrower to HCIN by any of the following modes as approved by HCIN considering the information provided by the Borrower:
- 4.5.1. Automated Fund Transfer
- 4.5.2. Alternate Payment Channel as indicated on the website of HCIN
- 4.5.3. Any other mode as may be approved by HCIN in writing from time to time and informed through Contact Options.
- 4.6. HCIN may, at its sole discretion, change the mode of payment adopted by the Borrower and require the Borrower to make the payment as per the changed mode:
- 4.6.1 upon the request received from the Borrower and/ or as agreed with the Borrower, or
- 4.6.2 in the event of default in repayment of the Loan or any part of the Outstanding Balance by the Borrower, or
- 4.6.3 in case Mandate provided by the Borrower is found to be invalid or incomplete.
- 4.7. Where the payment by the Borrower is made through Automated Fund Transfer, the Borrower assures that-
- 4.7.1. The Borrower shall maintain sufficient balance in the bank account from which the payment shall be made.
- 4.7.2. The Borrower shall neither close the bank account nor give any direction to his bank to stop the payment to HCIN without prior written consent of HCIN. The Borrower shall be liable to solely bear and pay bounce fee/dishonour charges and late payment charges imposed by HCIN without any protest.
- 4.7.3. Mandate shall not be withdrawn or cancelled by the Borrower without prior written notice of at least 30 (thirty) days to HCIN. In the event the Mandate is withdrawn or cancelled by the Borrower upon prior notice to HCIN and the same is approved by HCIN, the Borrower unconditionally agrees to ensure the payment through other channels and deliver to HCIN all documents proving sufficiently such change or issue new Mandate with immediate effect.
- 4.7.4. Mandate given to HCIN shall remain valid until the complete repayment of the Loan together with all Interest Amount, charges, penalties or any other amount due to HCIN.
- 4.7.5. The Borrower shall immediately issue fresh Mandate when the Loan has been restructured, or the Mandate is incorrect/ lost/ misplaced or any other circumstances have arisen that necessitate modification or change in the existing Mandate. Until then the Borrower shall continue to make payments through Alternate Payment Channels.
- 4.7.6. In the event of dishonour of transaction initiated through such Mandate, the Borrower hereby authorises HCIN to present the Mandate again with the bank of the Borrower for clearance/ payment any time at the sole discretion of HCIN without any prior intimation to Borrower.

- 4.7.7. HCIN is hereby authorised to debit the bank account of the Borrower before the respective Due Date(s) in the event such Due Date(s) falls on a bank holiday.
- 4.8. Where the Borrower agrees to make the payment through Alternate Payment Channel or any other mode approved by HCIN, the Borrower undertakes that-
- 4.8.1. Such payment shall be made only to the Person or agency duly authorised in writing by HCIN.
- 4.8.2. Any fee/ cost charged by such Persons or agencies authorised by HCIN for receiving any amount payable by the Borrower under this Agreement shall be solely borne by the Borrower.
- 4.9. HCIN shall not be held responsible for delay or failure in payment of Monthly Instalments caused due to the loss or damage of the Mandate or due to any default of the collecting/ processing bank, or for any failure occurred in accepting and/ or crediting such payment in favour of HCIN due to any discrepancy or non-functioning of the outlets/ kiosks of such Person / agency and the Borrower shall be liable to solely bear and pay late payment charges, as applicable, imposed by HCIN. The Borrower understands and agrees that any such delay, non-performance, or default shall not affect the liability of the Borrower to repay the Loan along with the Interest Amount, fees and other charges. The Borrower shall be solely responsible to ensure that respective Monthly Instalments are remitted to HCIN in time without any delay or default.
- 4.10. Notwithstanding anything contained under this GTC and/ or the other Documents (including the Loan Summary) executed by and/ or agreed upon by the Borrower, HCIN shall have the right to increase the number of Monthly Instalments and/ or alter and/ or re-schedule the Monthly Instalments and their amounts, resulting whether because of (i) change in stamp duty, or any levy of any direct/indirect tax duties, cesses or other charges by any government authority, or (ii) at the request of the Borrower received in writing. HCIN shall have the absolute right to decide the manner and the extent of such increase/ alteration/ re-scheduling with prospective effect or, if decided so by the government authority in the respective change, with retrospective effect. The Borrower expressly confirms to issue fresh Mandate, or make the payment through Alternate Payment Channel or any other mode approved by HCIN, based upon such increase/alteration/rescheduling and, where such Monthly Instalments have been increased/ altered/ re-scheduled at the request of the Borrower, to pay any applicable charges/ fees as communicated to the Borrower or indicated on website of HCIN.
- 4.11. Unless otherwise decided by HCIN at its sole discretion, any amount paid, or prepaid, by the Borrower, either as Monthly Instalment or otherwise, shall be adjusted first towards the penalties and charges, if any due and payable by the Borrower, then towards the overdue Monthly Instalment(s) and then towards balance of the Interest Amount and the Loan respectively.
- 4.12. The Borrower represents and undertakes to HCIN that the Borrower shall be solely and absolutely liable for the repayment of the Outstanding Balance in respect of each Loan from time to time and he would repay/ pay the same without any requirement of any notice, demand or intimation by HCIN and the Borrower further undertakes and confirms that he shall not withhold or be entitled to withhold the payments demanded by HCIN and/or payment of any Monthly Instalment and/or any other amount payable under the present GTC by the Borrower to HCIN, on any ground/dispute whatsoever, including but not limited to the existence of any dispute including any dispute relating to computation of Interest and/or Monthly Instalment.
- 4.13. Notwithstanding anything contained in this GTC, the Borrower may repay the Outstanding Balance of any Loan to HCIN within 15 days from the Effective Date mentioned on the Loan Summary issued in respect of such Loan if the Borrower is not satisfied with the terms & conditions of such Loan. No prepayment penalty or interest for such period of 15 days shall be charged to the Borrower in this case for such Loan, however, any fee paid on or before the approval of Loan shall not be adjusted against the Outstanding Balance. After 15 days from the Effective Date of the Loan Summary, any prepayment of the Loan shall be at the sole discretion of HCIN and subject to the specified conditions and payment of prepayment penalties (if any) by the Borrower.

## **5. FEES, CHARGES AND OTHER PAYMENTS**

- 5.1. The Borrower confirms and undertakes that Processing Fee, Documentation Fee, Credit Assessment Fee, as applicable to each such Loan applied and/ or obtained as requested by the Borrower from time to time shall be borne and paid by the Borrower duly on time as per the terms and conditions of the Loan Summary.
- 5.2. The Borrower confirms and undertakes that Late Payment Charges, Direct Debit Bounce Fee and other charges/ penalties, as applicable to each Loan obtained by the Borrower from time to time, shall be borne and paid by the Borrower duly on time as per the terms and conditions of the Loan Summary. Further, the Borrower understands and agrees that HCIN has the right to revise any such charges/ fees and penalties from time to time, the notice of which may be given to the Borrower by posting the same on the website of HCIN or through such Contract Options as decided by HCIN at its sole discretion.

## **6. PRE-PAYMENT OF THE LOAN**

- 6.1. Save as otherwise provided in Clause 4.13 of this GTC, where the Borrower intends to prepay all or any of the Loan(s) or any of their part before the expiry of respective loan period, the Borrower has to give a prior notice of at least 30 (thirty) days to HCIN in writing of his intention to prepay the Loan.
- 6.2. For the purpose of pre-payment of the Loan, the Borrower shall pay to HCIN the stipulated Monthly Instalments along with any applicable penalties and charges due to be paid by the Borrower up to the date of such prepayment as stated in the Loan Summary or charged under this GTC and the Loan principal outstanding calculated on a reducing balance basis as per Clause 3.1 above.

Further, without prejudice to Clause 4.13 above, any pre-payment of any of the Loan(s) by the Borrower shall be subject to expiry of the minimum moratorium period (i.e. period during which the loan cannot be terminated by Borrower) as stated in the Loan Summary and the payment of prepayment penalty as applicable to such Loan(s).

- 6.3. Notwithstanding the repayment schedule or conditions of this GTC, the Loan is repayable on demand made by HCIN and HCIN shall have the right to be paid immediately by the Borrower on demand the entire Outstanding Balance in the event the instruction or order to recall the Loan is issued by the concerned regulatory authority or the court of law for any reason whatsoever. The Borrower shall make payment of the entire Outstanding Balance immediately on such demand being received from HCIN. In such an event, HCIN shall also be entitled to adjust any amount of the Borrower lying in any other form with HCIN or any of its associates or branches towards the dues of the Borrower under the Loan.

## **7. DEMAND PROMISSORY NOTE**

- 7.1. In case the Borrower has executed Demand Promissory Note, in the form as approved by HCIN in favour of HCIN, for the aggregate of the Loan amount and Interest Amount, the Borrower undertakes that HCIN shall be entitled to negotiate the Demand Promissory Note. The Borrower waives presentment and notice of dishonour of the Demand Promissory Note.

## **8. HYPOTHECATION ON PRODUCT**

- 8.1. The Borrower shall, as per the mutual agreement between the Borrower and HCIN and by referring the fact of such hypothecation in the Loan Summary for any POS Loan, hypothecate the Product referred in such Loan Summary in favour of HCIN along with all rights, interests and benefits arising from such Product to secure the repayment of the Loan along with Interest Amount, penalties, charges, fees, expenses that may be payable or become payable by the Borrower to HCIN (hereinafter referred as “**Security**”). The hypothecation shall be deemed to take place immediately on signing of said Loan Summary, or delivery of the Product, as the case may be, whichever is earlier.
- 8.2. Upon creating the hypothecation on the Product as per Loan Summary, the Borrower hereby unconditionally and irrevocably gives the absolute right and authority to HCIN to recover any amount, of whatever nature, due to HCIN by disposing the Security in such manner and at such time as HCIN may determine in its sole discretion.
- 8.3. The Security created by the Borrower shall be a continuing security for the amounts due from time to time under the said GTC and shall continue and remain in force till such time all dues (including Outstanding Balance) under the said Loan and in respect of all other loans obtained by the Borrower from HCIN are fully discharged and HCIN has issued a certificate in writing to the Borrower stating that Borrower has discharged all his liabilities towards HCIN to the satisfaction of HCIN.
- 8.4. Where the Product is either replaced or repaired by the Dealer/ manufacturer, whether because of any manufacturing or other defect or for any other reason whatsoever, the Product so replaced or repaired, as the case may be, shall be covered under the Security provided to HCIN as per this GTC.
- 8.5. The Borrower shall keep and maintain the Security in good marketable condition at the cost and risk of the Borrower in all respects and all necessary repairs, additions and improvements thereto will be made at the cost and risk of the Borrower until the repayment of the Outstanding Balance in full to the satisfaction of HCIN.
- 8.6. The Borrower undertakes to obtain written approval from HCIN before transferring, selling, leasing or otherwise disposing of the Product/ Security and that the Borrower shall not transfer, sell, lease or otherwise dispose of the Product without the prior consent in writing of HCIN.
- 8.7. The Borrower hereby authorises HCIN or its authorized representatives to inspect and value the Product over which the Security is created and to enter the place or premises where such Product is kept during reasonable hours for the purpose of such inspection and valuation. Further, the Borrower shall also be liable to produce such Product for inspection at the required time and place if so required by HCIN.

## **9. USE OF TELEPHONE, ONLINE, SMS, MOBILE APPLICATIONS AND OTHER OPTIONS FOR LOAN(S) AND OTHER SERVICES**

- 9.1. This GTC also governs the use of any telephone (either through human interface or AVR), fax, e-mail, short messaging service (sms), mobile applications, online customer portal and/ or other options as made available by HCIN to its Borrowers from time to time for availing Loans(s)/ services from HCIN (hereinafter all such options are referred as “**Contact Options**”) and any consent provided, or agreement entered into, by the Borrower (including but not limited to the consent to the Loan Summary and this GTC) by the use of any such Contact Options shall be valid and binding on the Borrower. HCIN may, at its sole discretion, allow the Borrower to apply for and/ or obtain Loan(s) or avail various other services/ facilities from HCIN from time to time over any of the aforesaid Contact Options. All such applications, or requests of the Borrower (including applications for Loan, acceptance of terms & conditions for Loan(s) and order for services) to HCIN through any of the aforesaid Contact Options shall be valid and binding upon the Borrower and shall constitute a valid and binding contract between HCIN and the Borrower if the same is also approved by HCIN. The Borrower authorizes HCIN to accept all the instructions/ applications/ requests made by Borrower through any of such Contact Options opted by the Borrower for the purposes of considering, granting, approving, or disbursing the Loan(s) by HCIN, as the case may be, as per the terms and conditions of this GTC. Further, the Borrower agrees and confirms that all Documents (including but not limited to the

Loan Summary, the loan agreement with the enclosures in respect of the Loan) sent by HCIN to the Borrower over any of the Contact Options shall be valid and binding on the Borrower.

- 9.2. By referring to or using any of the Contact Options, the Borrower confirms that the Borrower is doing such act for using the service for the purpose it is meant and no other malicious intent. The Borrower agrees that the phone number, e-mail address and other details provided by the Borrower, either in the Loan Application or otherwise, for availing Contact Options or for any call-back is owned by and belong to the Borrower only. The Borrower further confirms that the Loan Summary, or other Document, or any information pertaining to the Loan of the Borrower, shall be deemed to be received by the Borrower if sent by HCIN to the address of the Borrower in physical form (through courier, post, or by hand) or if sent at the e-mail address, mobile number, online customer portal, fax number or other contacts as provided by the Borrower to HCIN.
- 9.3. The Borrower understands and agrees that accepting instructions, or approving the Loan, through any of the Contact Options shall at all times be subject to the sole discretion of HCIN and that HCIN may, at its sole discretion, refuse to act based on such instructions. The Borrower acknowledges that the range of services/ Loan(s) provided over the Contact Options may change from time to time. The Borrower agrees that HCIN may add or discontinue anytime all or any of the Contact Options for granting Loan(s) and other related services by sending notice/ communication to the Borrower through e-mail/ sms/ phone call/ online customer portal or communicate it through its website. The Borrower confirms that HCIN has the absolute right to make changes in the terms and conditions for availing all or any of the Contact Options. Borrower's use of these Contact Options or related services after the effective date of the change/ amendment of the terms and conditions of the Contact Options will constitute Borrower's acceptance of and agreement to such change(s).
- 9.4. The Borrower agrees that, in the case of telephone communications (including AVR, sms, mobile applications etc.) or online customer portal, as the case may be, HCIN may require the Borrower to use/ enter a password allotted by HCIN to such Borrower or may ask the Borrower questions about himself and about particulars of the Borrower's account(s) including a personal identification number in order to verify the Borrower's identity and/ or may require a call-back procedure, all as deemed appropriate by HCIN. The Borrower is obliged to keep any password and any identification number designated by or provided to him hereunder as confidential, and he shall be responsible for any consequence that may arise from the use of such password by any other Person. HCIN shall not be liable in any manner for access to the account of the Borrower by use of the user password by any Person whomsoever. The Borrower irrevocably and unconditionally consents to HCIN recording of all the Borrower's electronic communication (e.g. telephone calls, electronic mail, sms, mobile application or other) and storage of electronic media by HCIN and accepts such recordings and electronic media as evidence with regard to acceptance of all the terms of the Loan(s) including, but not limited to, the grant of the Loan, levy of any fee/ charges, Interest Amount over each such Loan(s), rate of Interest applicable on each such Loan, period for each such Loan borrowed by Borrower and the number/ amount of Monthly Instalment Borrower has to pay to HCIN for each such Loan). The Borrower further accepts that such record may be used by HCIN as evidence in a court of law or any legal proceeding.
- 9.5. It is also understood and agreed to by the Borrower that only the Borrower shall communicate instructions over the Contact Options. HCIN does not have to accept telephone/ mobile/ sms/e-mail instructions by a nominee of the Borrower, and the Borrower will not allow anyone other than the Borrower to make telephone/ mobile/ sms/e-mail/ online customer portal instructions on his behalf.
- 9.6. The Borrower confirms that he is fully aware of and consents to the risks associated with transmitting instructions for obtaining Loan(s)/ funds transfer via Contact Options. The Borrowers agrees that confirmation of the Borrower's identity, by the Borrower's provision of the personal details required by HCIN, will be sufficient evidence for HCIN to identify the Borrower and to act upon the Borrower's instructions. The Borrower authorizes HCIN and directs HCIN to act upon instructions for funds transfer given via such Contact Options purportedly issued by, believed by HCIN to be issued by or originated from the Borrower as identified in the Loan Application or related Documents.
- 9.7. The Borrower agrees that HCIN's records (be they electronic, written or otherwise) pertaining to each of the Loan obtained from HCIN will be final and binding and that the Borrower shall not deny the validity of the transactions made in relation to the Loan(s).
- 9.8. Before using any of the Contact Options, the Borrower is required to read and electronically agree to ("sign") related terms and conditions and/or disclosures.
- 9.9. HCIN may allot a user password for the Borrower and the Borrower agrees as follows:
- 9.9.1. The user password may be communicated to the Borrower in such manner as may be deemed fit by HCIN at the risk of the Borrower.
- 9.9.2. The Borrower shall not disclose the user password to any Person and shall further prevent discovery of the same by any Person.
- 9.9.3. HCIN, may at its discretion allow the Borrower at any time to access the details of the Loan and verify the statements and position based on the user password issued.
- 9.9.4. In case of loss, theft and disclosure of the user password, the Borrower shall communicate the same to HCIN and in any event not later than 48 hours.

## 10. ASSIGNMENT AND SUB-CONTRACTING

- 10.1. HCIN shall be entitled to sell, transfer, assign, or securitize any of its right and obligations hereunder to any Person without the consent of the Borrower. Any such sale, assignment, securitization or transfer shall conclusively bind the Borrower. The Borrower

shall be bound to fulfil and perform all his obligations to such transferee/ assignee, including the payment of Outstanding Balance. The Borrower confirms and agrees that transferee/assignee shall be entitled to collect the due amounts in respect of a Loan from the Borrower.

- 10.2. HCIN shall also have the right to share all information and documents relating to the Borrower and/or the Loan amount availed by the Borrower and/ or the default committed by the Borrower with the Person to whom HCIN has sold, assigned, securitised or transferred in any other manner, all or any of the rights/ obligations of HCIN as per this GTC and the Borrower confirms he has no objection if such details, information and documents relating to the Borrower are so shared.
- 10.3. The Borrower expressly recognises and consents to the right of HCIN to appoint and authorise one or more Persons, who may or may not be the employee or officer of HCIN, to exercise any or all the rights/ powers of HCIN provided under this GTC, whether relating to the administration, processing, collection, recovery of the Outstanding Balance on behalf of HCIN, and to provide such Persons all or part of the information/ data relating to the Borrower and/or the Loan availed by the Borrower and/ or the default committed by the Borrower.
- 10.4. The Borrower shall not assign or sub-contract its rights and obligations under this GTC to any other Person without the prior consent in writing of HCIN.

## **11. EVENTS OF DEFAULT**

- 11.1. The Borrower shall be deemed to have committed default if the Borrower fails to comply with this GTC or any other Document. The events of default shall include, but not limited to, following circumstances:
- 11.1.1. Any misrepresentation made, or wrong information provided, by the Borrower to HCIN either orally or in writing in any of the Documents provided to HCIN or Borrower fails to furnish any information required by HCIN under the Documents; or
- 11.1.2. If the Loan is, directly or indirectly utilized for any illegal, anti-social or speculative purpose, or for any purpose not permitted by the concerned government authority; or
- 11.1.3. If the Borrower fails to comply with any of the covenants mentioned in this GTC or any other Document or as may be agreed upon with HCIN from time to time, or any representation and/or warranty of the Borrower proves to be illegal, invalid, misleading or untrue, or
- 11.1.4. If the Borrower takes any steps, or any steps are taken with a view to the appointment of a receiver, trustee or similar officer of any of his assets; or the Borrower commits an act of insolvency or makes an application for declaring himself an insolvent or an insolvency notice is served on the Borrower, or an order is passed against the Borrower declaring him an insolvent/ insane; or
- 11.1.5. If the Borrower is prosecuted in respect of any offence; or
- 11.1.6. If the Borrower fails to pay the EMI, Monthly Instalment, Interest Amount, penal charges, or any other amount or any part thereof due to HCIN on the respective Due Dates as required under this GTC or under any other agreement/ arrangement for Loan taken from HCIN; or
- 11.1.7. If any security created for the Loan becomes infructuous or is challenged by the Borrower or any other Person, or
- 11.1.8. Where the hypothecation is created on the Product as per Clause 8 above in favour of HCIN, the Borrower transfers, or agrees to transfer, the Product, whether by sale, lease or by any other manner, during the loan period is subsisting and without the prior consent in writing of HCIN, or the Borrower uses the Product for a purpose which renders such usage unlawful as per the Applicable Laws of the land, or the Product is confiscated, seized, attached, taken into custody by any Person, or concerned authority or becomes subject to any execution proceeding or the Product is stolen or untraceable for even a single day; or the Product being destroyed for any reason whatsoever; or on the happening of any event which would prejudice the market value or marketability of the Product, or the Borrower fails to produce the Product for verification on the request of HCIN, or
- 11.1.9. If any other event has occurred which in the opinion of HCIN jeopardizes its interest and would make it difficult for HCIN to recover the Outstanding Balance.

## **12. REMEDIES IN CASE OF DEFAULT**

- 12.1. The Borrower acknowledges following rights of HCIN, arising either under this GTC or provided under the Applicable Law, against one or more defaults made by the Borrower, whereas these rights of HCIN shall become enforceable immediately on the occurrence of any default–
- 12.1.1. Where the complete Monthly Instalment or any other Borrower's dues are not paid to HCIN on or before the respective Due Dates, HCIN may demand and collect the penal charges and other charges on such delayed payment computed from the respective Due Dates as stated in the Loan Summary, for each of the default.
- 12.1.2. To recall the entire Outstanding Balance and recover immediately the Outstanding Balance in respect of each of the default.
- 12.1.3. Not to release the charge/ hypothecation created over the Security, if any, in case the Borrower has defaulted in repayment of any Loan of whatever nature obtained from HCIN, until the repayment of entire Outstanding Balance and to enforce such charge/ hypothecation so created for the purpose of recovery of the Outstanding Balance.

- 12.1.4. HCIN shall have a paramount lien and right of set off on/ against (a) all insurance proceeds whatsoever from the Security as and when created, (b) any money to be paid/ refunded by HCIN to the Borrower arising out of any other agreement/ arrangement as well as (c) all other monies, securities, deposits of any kind and nature and all other assets and properties belonging to the Borrower or standing to the Borrower credit (whether held singly or jointly with any other Person), which are deposited with/under the control of HCIN whether by way of security or otherwise pursuant to any contract entered/to be entered into by the Borrower in any capacity and HCIN shall be entitled and authorized to exercise such right of lien & set off against all such amounts and assets for settlement of the Borrower's dues with or without any further notice to the Borrower.
- 12.1.5. If required by HCIN in the event of Borrower's failure to make the payment through any of the mode provided under Clause 4.5 above, the Borrower shall intimate and instruct his employer, in case the Borrower is employed, to transfer every month from his salary/ emoluments a specific sum (being the Monthly Payment) towards the repayment of the Loan to HCIN. The Borrower confirms that HCIN shall have the authority to approach his employer directly for repayment of Monthly Payment and/or any other charges/sums due from the Borrower to HCIN.
- 12.1.6. To initiate appropriate legal proceedings before the arbitrator appointed under clause 17 of this Agreement or before Court of Law, as case may be, for taking recourse to the legal remedies provided in Applicable Law in force from time to time. The Borrower shall be liable to immediately reimburse the entire cost to HCIN in respect of all legal/ arbitration proceedings, including but not limited to, the fees of lawyers, court fees, legal notices, reminder notices, letters, legal summons etc. without any dispute/ protest.
- 12.1.7. HCIN shall be entitled to exercise such other rights as may be available to it under this GTC and/ or the other Documents (including the Loan Summary) executed by and/ or agreed upon by the Borrower and/ or under Applicable Law.
- 12.2. HCIN may, apart from exercising all or any of the aforesaid rights in case of default(s) caused by the Borrower, enforce following rights with respect to any Security/ hypothecation created in favour of HCIN –
  - 12.2.1. To send the notice in writing to the Borrower informing about such default and/ or calling upon the Borrower to make payments of all the dues in respect of the Loan and, if the Borrower fails to comply with such notice, HCIN shall have right to take possession of the Security if the dues remain unpaid within seven days from the date of such notice.
  - 12.2.2. In case HCIN has justifiable reason to believe that the Borrower has transferred the ownership or possession of the Security, or intends to transfer the ownership/ possession, or dispose of the Security in any manner without valid written approval from HCIN, or either the Borrower or the Product is not traceable, HCIN shall have the liberty to waive off the notice period before taking possession of the Security as mentioned in the preceding clause at its sole discretion.
  - 12.2.3. If Borrower fails to comply with the demand of HCIN to hand over the secured Product to the representative of HCIN, HCIN shall have right as per the Applicable Law to enter into any place or premises where such Security is situated or kept or stored, and for the purpose of such entry, to do all acts, deeds or things as are deemed necessary by HCIN or its representatives and to take charge and/or to seize, recover, receive and/or take possession of all or any of the Security.
  - 12.2.4. Upon taking possession of the Security, HCIN may call upon the Borrower to repay and close the entire Loan amount with Interest Amount and all applicable charges, fees, costs and penalties as per the Loan Summary, including expenses incurred for taking and/ or storing the possession of the Security (i.e. yard charges) before the sale/auction of the Security within the time specified by HCIN in such notice and if the Borrower honours and makes the payment of the entire Loan amount with Interest Amount, fees, penalties, costs and other applicable charges in accordance with such notice, HCIN shall handover the subject of the Security to the Borrower provided this does not bar HCIN rights to take such similar action for any future defaults made by the Borrower.
  - 12.2.5. In case the Borrower fails to comply with such requisitions and demand made by HCIN as mentioned in this Clause 12, HCIN shall be at liberty to forthwith or at any time, either by public auction or tender or private contract, to sell and dispose off all or any part of the Security to any third party in such manner as HCIN shall think fit without any further notice or intimation to the Borrower. After selling/ disposing off the said Security, if the sale proceeds thereof is less than the total Outstanding Balance as on the date of such sale/ disposal, the Borrower shall be liable to pay such shortfall to HCIN within the time period specified by HCIN. If Borrower fails to pay the Outstanding Balance amount within the given time period, HCIN would be duly entitled to recover the Outstanding Balance amount along with Interest Amount and other charges from the Borrower as per law. It is hereby clarified that HCIN would also be duly entitled to initiate proceedings for recovery of the Outstanding Balance on the Loan even without first repossessing the Product. The Borrower undertakes and confirms that Security repossessed by HCIN shall be sold by HCIN on behalf of the Borrower and the transfer of ownership in the Security would be directly from the Borrower to the new buyer. Any liability on account of value added tax, sales tax, or any other tax/ duty levied or imposed on such sale and paid by HCIN shall be recovered by HCIN from Borrower either from the sale proceeds of the Security or in any other manner whatsoever.
- 12.3. In case the Borrower commits default in the repayment of any sum owing under any such Loan (including the payment of interest thereon) on the Due Date(s), HCIN and/or the Reserve Bank of India will have an unqualified right to disclose or publish the information and data relating to the Borrower and/or the Loan availed by the Borrower and/ or the default committed by the Borrower to other banks, financial institutions, the Credit Information Companies or any other authorised agency in such manner and through



such medium as HCIN or Reserve Bank of India in their absolute discretion may think fit in accordance with the Applicable Law and the Borrower agrees and gives consent for the disclosure, processing, or use of such information/ data by HCIN/ Reserve Bank of India/ Credit Information Companies.

- 12.4. HCIN or its officers, agents or nominees shall not be in any way responsible for any loss, damage, limitation, or depreciation that the Borrower and/ or Security (if created) may suffer or sustain on any account whatsoever in respect of Loan or whilst the Security is in the possession of HCIN, its officers, agents or nominees or because of exercise or non-exercise of the rights, powers, or remedies available to the HCIN or its officers, agents or nominees and all such loss, damage or depreciation shall be debited to the account of the Borrower howsoever the same may have been caused. Neither HCIN nor its agents, officers or nominees shall be in any way responsible and liable and the Borrower hereby agrees not to make HCIN or its officers, agents or any nominees liable for any loss, damage, limitation or otherwise for any belongings and articles that may be kept or lying in the Security at the time of taking charge and/or possession, or seizure of the Security.

### **13. NOTICE**

- 13.1. The Borrower agrees and confirms that where any document, notice, intimation, information, communication and/ or demand is required to be provided/ made by HCIN to the Borrower under this GTC and/ or the other Documents and/ or Applicable Law, such document, notice, intimation, information, communication and/ or demand shall be deemed to have been provided/ made and shall be binding of the Borrower if the same is rendered or made available by HCIN by using any of the Contact Options
- 13.2. Any such notice by HCIN will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, two days after being deposited with the courier and if sent by e-mail/ sms/ fax or posted on online customer portal, immediately upon the same being sent by HCIN.
- 13.3. Without prejudice, HCIN may also send any notice to the Borrower on any additional address(s), which come to its knowledge. In case HCIN intimates its change of address to the Borrower, the Borrower shall also send the notice to that address also. Any notice by Borrower shall be sent either by personal delivery, or by registered post, and shall be deemed to be delivered only when it is actually received by HCIN.

### **14. UTILISATION OF LOAN**

- 14.1. The Borrower ensures that no part of the Loan shall be utilized for any illegal purposes and/or immoral activities, gambling, lottery, races and activities speculative in nature and/or such other activities of similar nature or under influence, voracity or coercive action from HCIN. The Borrower further confirms that HCIN has neither represented the Borrower that it is the Dealer/ manufacturer of any Product nor has given any assurance on the quality of any Product.
- 14.2. The Borrower, in case of purchase of any Product with the Loan, accepts the entire risk for non-performance, non-delivery, breach or supply of inferior or damaged Product by the Dealer and HCIN is not liable to the Borrower for any liability, claim, loss or expense of any kind caused directly or in-directly to the Product. Any dispute or difference whatsoever relating to non-performance, non-delivery, breach or supply of inferior or damaged Product shall not entitle the Borrower to withhold and/or delay any payment to HCIN under this Agreement.
- 14.3. If the Product is found to have any manufacturing defect, or any defect occurred in the Product during the warranty/ guarantee period, the Borrower shall, without holding HCIN responsible and/ or liable, immediately inform HCIN about such defect and approach the Dealer for replacement of the Product or rectification of the defect, as the case may be, and the Borrower shall not deduct any cost incurred in such replacement/ rectification from any sum payable to HCIN in terms of this GTC.
- 14.4. The Borrower shall be solely responsible to keep the Product fully and comprehensively insured from time to time against all risks, whatsoever that may arise to the Product, to the extent of the full market value thereof. In the event of any loss or damage to the Product provided as Security to Borrower, which render such Product non-reparable or inoperative, the first claim on any insurance proceeds shall be that of HCIN, which proceeds shall be applied by HCIN towards the Borrower's dues in terms hereof or in such other manner as deemed fit by HCIN.

### **15. DECLARATIONS BY THE BORROWER-**The Borrower makes the following representations and warranties to HCIN as of the date of this GTC and such representations and warranties shall be repeated on each day until the repayment of the entire Outstanding Balance in full to the satisfaction of HCIN:

- 15.1. That this GTC and all Documents, hereunder as required, will be valid and binding obligations of the Borrower and enforceable in accordance with their respective terms until HCIN has issued a certificate in writing to the Borrower stating that Borrower has discharged all his/ her liabilities towards HCIN under all the Loans to the satisfaction of HCIN.
- 15.2. That the Borrower does not violate any covenants, conditions and stipulations under any existing agreement entered into by the Borrower with any third party by availing the Loan from HCIN.
- 15.3. The Borrower hereby declares that all the information provided by the Borrower, either verbally or in writing or by way of any of the Contact Options, and documents submitted before or at the time of submitting Loan Application, or before or at the time of execution of this GTC are true, genuine and correct and the Borrower further assures that any information demanded by HCIN in the future shall be immediately provided by the Borrower with complete accuracy.

- 15.4. The Borrower hereby confirms that the Borrower shall not have any right to terminate this GTC until the whole of the Outstanding Balance is repaid in the manner directed by HCIN.
- 15.5. The Borrower hereby consents that HCIN and/ or his authorised representative may communicate with the Borrower either by phone calls, SMS, electronic mails or through any other mode of communication available for the purpose of discussing the current status of his Loan(s) or reminder/ collection of any dues in respect of any Loan or for any matter related to the Loan(s) and such phone calls, SMS, etc., shall not be covered under the purview of "Do Not Disturb" policy of the Telecom Regulatory Authority of India (TRAI). For this purpose, Borrower hereby grants permission to HCIN to contact him any time between 0700 hours to 2100 hours from Monday to Sunday. The Borrower may inform HCIN if some other time is convenient for the Borrower by calling the customer care department of HCIN.
- 15.6. The Borrower agrees, consents and permits HCIN to disclose to the Borrower's family members (i.e. parents, spouse, children, sisters and brothers) or other Persons whose details have been provided by the Borrower either in Loan Application Form or otherwise from time to time, all necessary or relevant particulars/information relating to the Borrower and the Loan for any legal purpose required by HCIN.
- 15.7. The Borrower undertakes to pay each of the Monthly Instalments on or before the respective Due Dates without any default.
- 15.8. The Borrower undertakes to inform HCIN within 07 days of any change in his residential address, employment, telephone numbers, or change in any of the details provided to HCIN in writing or by using any Contact Options as made available by HCIN.
- 15.9. The Borrower confirms that there is no action, suit, proceedings or investigation pending or, to the knowledge of the Borrower, is threatened, by or against the Borrower before any Court of Law or any government authority which might have a material adverse effect on the financial and other affairs of the Borrower or which might put into question the validity or performance of this GTC.
- 15.10. The Borrower shall intimate HCIN promptly of any dispute which might arise between the Borrower and any Person or any government authority thereby affecting the ability of the Borrower to repay the Loan in the manner stipulated hereunder.

## **16. OTHER CONDITIONS**

- 16.1. Where any part or provision of this GTC or any Document becomes illegal, invalid or unenforceable under the law, the remaining part or provisions of the GTC or such Document shall remain valid and enforceable so far as they are not affected by the part or provision that become illegal, invalid or unenforceable.
- 16.2. HCIN shall be entitled to amend any of this GTC or any other Document at any time at its sole discretion. Any such amendment shall have prospective effect. The Borrower shall be informed about any such amendment by posting such amendment on the website of HCIN or through any Contact Options as decided by HCIN at its sole discretion. Any such amendment made to the GTC by HCIN shall be binding upon and enforceable against the Borrower. The Borrower shall have the option to repay the Outstanding Balance to HCIN within the time period specified by HCIN on the website or as agreed with HCIN in case the Borrower does not agree to the amendment of any of the terms & conditions of this GTC or any other Document.
- 16.3. HCIN shall have the absolute discretion to opt and exercise all or any of the aforesaid rights available to HCIN, however, where HCIN chooses to exercise one right over the other, HCIN shall not be deemed to have waived off the option of exercising that other right in future.
- 16.4. The Borrower agrees to comply with all Applicable Laws from time to time in force including any amendments, modification or change thereof which may be attracted and the Borrower shall indemnify HCIN in respect of any loss, claim or expense to HCIN as a result of non-compliance of any such Applicable Laws.
- 16.5. In case of discrepancies, if any, between GTC and the Loan Summary, the terms and conditions mentioned in the Loan Summary shall prevail.
- 16.6. Where the GTC or any other Document has been executed or referred in any language along with or other than English Language, the copy of GTC or such other Document executed or referred in English language shall be considered correct and final in case of any dispute arising due to interpretation of any word, sentence or any clause in other languages.

## **17. DISPUTE RESOLUTION AND JURISDICTION**

- 17.1. Every dispute, difference, or question which may at any time arise between HCIN and the Borrower in respect of the Loan or any Person claiming under them, touching or arising out of or in respect of this GTC or any other Document or the subject matter thereof and/ or any Loan shall be referred to a Sole Arbitrator to be appointed by HCIN for Arbitration. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 with such modification and amendments as may be time being in force and the decision of the arbitrator shall be final and binding on the parties. The Borrower hereby agrees and confirms that the arbitration agreement contained in this GTC would constitute a valid and binding arbitration agreement between the Borrower and HCIN even if this GTC is accepted and agreed upon by the Borrower through any of the Contact Options provided by HCIN. The place for holding such arbitration proceedings shall be Delhi (India) and the language for such proceedings shall be English only.
- 17.2. This Agreement governed by and construed in all respects with the Indian Laws and the Parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall, at the option/discretion of HCIN, be subject to the exclusive jurisdiction of the courts of Delhi, India.

18. ACCEPTANCE

THE BORROWER CONFIRMS HAVING PERUSED, UNDERSTOOD AND AGREED TO THIS ENTIRE GTC CONSTITUTING OF ABOVE CLAUSES INCLUDING THE LOAN AND PRODUCT DETAILS, HCIN'S METHOD OF CALCULATING MONTHLY INSTALMENT AND APPLICABLE CHARGES. THE AFOREMENTIONED GTC AND OTHER DOCUMENTS HAVE BEEN EXPLAINED TO THE BORROWER IN THE LANGUAGE UNDERSTOOD BY THE BORROWER AND THE BORROWER HAS UNDERSTOOD THE ENTIRE MEANING OF THE VARIOUS CLAUSES STATED IN THIS GTC.THE BORROWER IS AWARE THAT HCIN HAS AGREED TO GRANT LOAN TO BORROWER ONLY ON THE BASIS OF THE REPRESENTATIONS AND WARRANTIES MADE BY THE BORROWER AND THE UNDERTAKING PROVIDED BY THE BORROWER TO ABIDE BY THE TERMS OF THIS GTC.

*The above General Terms and Conditions are registered with the Sub-Registrar of Assurances at Gurgaon (Haryana) under Deed of Declaration having Registration No. 23050 dated 18.12.2015.*