

To be stamped
as an
Agreement

FACILITY AGREEMENT

This agreement is made at the place and on the date mentioned hereunder (hereinafter the “**Agreement**”) BY the Borrower as mentioned in the Schedule, (hereinafter referred to as the “**Borrower**”, which term shall, unless repugnant to the context, be deemed to include the Co-Borrower(s), if any, as detailed in the Schedule and each of his/her legal representatives, executors, administrators, successors, and permitted assigns) AND **UJJIVAN SMALL FINANCE BANK LIMITED**, a company incorporated under the provisions of the Companies Act, 2013 (CIN: L65110KA2016PLC142162) and a Banking Company within the meaning of Banking Regulation Act, 1949, with its Registered Office and Head Office at Grape Garden, No: 27, 3rd "A" Cross, 18th Main, 6th Block, Koramangala, Bengaluru, Karnataka – 560 095 acting through its branch mentioned in the Schedule (hereinafter referred to as “**Bank**” which expressions shall, unless the context otherwise requires, include its successors and assigns).

WHEREAS: (a) Borrower has applied to Bank for a loan for the purpose set forth in the Schedule, (b) Co-Borrower(s), as mentioned in Schedule hereto (if stipulated as per sanction) agreed to jointly and severally secure and co-sign this Agreement, AND (c) based on the information submitted by Borrower and by believing Borrower's representations and warranties, Bank has agreed to grant Borrower loan upto the sum mentioned in the Schedule hereto, subject to the terms and conditions contained herein.

NOW IT IS HEREBY AGREED, DECLARED, RECORDED AND CONFIRMED AS FOLLOWS:

1. Borrower agrees and acknowledges that the details provided and the representations made in the Application Form are the basis of this Agreement. Borrower hereby confirms having already received the terms and conditions governing the Loan and this Agreement, containing 27 Clauses (“**Terms and Conditions**”) and read/being explained and understood the same, and agrees to be bound by the same and the terms and conditions as contained therein. This Agreement and the Loan shall be governed by the Terms and Conditions. Where there are more than one borrower the liability of Borrowers to repay the Loan together with interest, is joint and several. The Borrower confirms that he/she has been informed about the time period available to him/her for exiting the Loan by paying the principal and the proportionate APR, however without paying any penalty,
2. Borrower shall avail Loan in the sum specified in Schedule hereto, for the purpose specified therein, and Bank shall lend to Borrower. Top Up Loan/Additional Loan, if any, granted by the Bank shall be in addition to the Loan availed hereby. The liability of the Borrower to the Bank shall not stand extinguished until all Outstandings under the Loan and the Top Up Loan/Additional Loan are repaid to the satisfaction of the Bank.
3. In consideration of the premises, the Borrower hereby hypothecates the security mentioned in the Schedule on a first ranking exclusive charge, in favour of the Bank, for securing the payment to the Bank of all the Outstandings (hereinafter referred to as “**Security**”). The Security shall remain a continuing security to the Bank, binding upon the Borrower and the Security shall not be discharged until the full repayment of all the Outstandings and all other monies that may be due and payable by the Borrower to the Bank. In case the Security is found to be stolen or obtained by fraud, the Borrower shall be fully liable and responsible for any consequences arising due to such fraud/misrepresentation/theft and shall indemnify and keep indemnified the Bank for any losses or damages or claims on account of such wrongful declaration/misrepresentation and the Loan shall be repaid forthwith. If so stipulated by the Bank, the Borrower shall at his/her cost fully insure, and keep insured, till closure of the Loan or till such time stipulated by the Bank, the Security in the form and manner stipulated by the Bank and assign the benefits of such policy/ies in favour of the Bank with the name of the Bank appropriately endorsed and recorded as ‘Hypothecatee’ in such insurance policy/ies, for a value as required by the Bank and submit evidence thereof to the Bank from time to time and whenever called upon to do so.
4. Borrower shall pay interest on the Loan at the rate specified in the Schedule (hereinafter referred to as “**Interest**”). If Borrower defaults in making payment of any amount, which is due and payable to Bank, on the respective Due Date(s), Borrower shall pay charges (subject to the right of the Bank to waive collection of the same) at the rate specified in the Schedule (hereinafter referred to as “**Late Payment Charges**”) in addition to the Interest on all such outstanding dues from the relevant Due Date till the date of payment of such entire amount.
5. Borrower shall repay the Loan and Interest (including costs, charges and any other amounts due, outstanding and payable) promptly in instalments as mentioned in the Schedule unless otherwise decided by Bank. The instalment shall comprise the principal and interest at the rates applicable and rounded off to the nearest whole rupee. The absolute interest payable on each instalment will vary depending on the outstanding balance.
6. If Borrower fails to conduct the Loan account in conformity with his/her obligations contained herein and the Terms and Conditions, or if Bank is of the view that continuance of the Loan is prejudicial to its interests, Bank may, by issuing 7 (Seven) days' written notice to Borrower, ask the Borrower to repay the Loan and all amounts payable under the Loan. Further, Bank may at its sole discretion terminate this Agreement, whereupon the Loan and all amounts payable under the Loan shall become payable forthwith by Borrower.
7. The Borrower understands that he/she has certain rights over his/her personal data, in relation to its collection, usage, processing and storage, and these rights relate to confirmation and access, correction and erasure, objection of disclosure, and portability of personal data, and these rights are available to him/her in the manner set out in the concerned privacy policies of the Bank, which have been drawn in conformity with the provisions of the applicable data privacy laws. The Borrower also understands that he/she has the option to give or deny

consent for use of specific data, restrict disclosure of the same to third parties, data retention, revoke the consent already granted for collecting personal data and, if required, make the application to delete or forget the data. The Borrower confirms having gone through (or have been explained of) the relevant privacy policies of the Bank, and has understood the contents thereof. The Borrower is aware of his/her right to get a copy of the privacy policy from the Bank, if he/she requires it. The Borrower understands that his/her personal data will be collected by the Bank only with his/her valid consent, and that it may be used or processed only in accordance with the privacy policies of the Bank. The Borrower hereby voluntarily and freely consents and authorizes the Bank to exchange, process, share, disclose or part with, any or all of the information and data pertaining to him/her or his/her account(s) (including personal sensitive data/information and/or any other information that requires a consent under applicable provisions of relevant statutes/rules, whether provided by him/her or otherwise, with: (a) any group entity, employees, agents, representatives etc. of Bank; (b) third parties engaged by Bank or any of its group entities; (c) any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to Bank or its group entity; (d) any service provider or professional adviser of Bank or its group entity with the rights to further share it with their sub-contractors in any jurisdiction; (e) any credit bureau, Credit Information Companies, database/databanks, corporate, banks, financial institutions etc.; (f) any authority or other entity as required by law or any authority; (g) any other person to (or through) whom Bank assigns or transfers or novates (or may potentially assign or transfer or novate) all or any of its rights and obligations under this Agreement; (h) RBI or any Government or any other regulatory Authorities/Bodies/Departments; and/or (i) any court or judicial, statutory authority/tribunal. Each Obligor hereby authorizes these persons/entities to use and process the information and data disclosed by Bank in the manner as deemed fit by them. Each Obligor authorizes the Bank and gives consent to the Bank to disclose/submit the 'financial information' as defined under the Insolvency and Bankruptcy Code, 2016 and the Rules framed thereunder (or any amendments thereto), in relation to the Loan transaction, to Information Utilities ("IU"). The Obligors shall promptly authenticate such 'financial information' submitted by Bank, as and when requested by the concerned IU.

8. Borrower shall not be entitled to assign his/her rights and/or obligations under this Agreement to anyone. Borrower agrees that, Bank shall have the liberty to assign its rights and/or obligations, or to shift, at its discretion, without notice to Borrower, from time to time a part or portion or whole of the outstandings in the limit/s of the Loan (hereinafter referred to as the "**Participation**") to one or more scheduled commercial banks (hereinafter referred to as the "**Participating Bank/s**") under the provisions of the Uniform Code Governing Inter Bank Participations, 1988, or its amendments, which Borrower has read and understood. The Participation shall not affect the rights and obligations, inter se, Borrower and Bank in respect of the Loan, in any manner whatsoever. Borrower shall not have and shall not claim any privity of contract with any such Participating Banks and Bank shall, and shall continue to, represent the Participating Banks in all respects and for all matters arising out of/relating to the Participation.
9. The Borrower hereby gives his/her consent to Bank to appropriate any amount paid to Bank/received by Bank towards the amounts due from Borrower, in the manner Bank deems fit, at its absolute discretion.
10. This Agreement shall be construed in accordance with the law in force in India. Disputes, if any, may be resolved amicably between the Parties. Courts/Tribunals/Fora within whose jurisdiction the branch/office of Bank at which Borrower maintains his/her Loan account shall have exclusive jurisdiction to adjudicate all disputes. Provided however, the Parties agree that, Bank may in its absolute discretion commence any legal action or proceedings in any other Courts/Tribunals/Fora and Borrower hereby consent to that jurisdiction.
11. The Borrower confirms that he/ she has been explained and read over, and has understood the contents of the Terms & Conditions, this Agreement and all Schedules thereto in vernacular language known to him/ her.

DECLARATION IF BORROWER(S) SIGN(S) IN VERNACULAR LANGUAGE

We, the below named persons, confirm and state that the contents of this document have been fully explained to the Borrower(s) in vernacular language (viz., _____) known to him/her, and he/she admitted and acknowledged the contents of same.

Name of Witness	Address of Witness	Signature

Signed and delivered by the within named Borrowers and Bank in token of and in witness of them having read (and/or being explained), verified, understood, unconditionally accepted and acknowledged, agreed, confirmed and declared all clauses herein, viz., Nos: 1 to 11 in the Agreement and Nos: 1 to 27 in the Terms and Conditions and the Schedule, and for having authenticated accuracy and correctness of the same.

Borrower _____ (Signature) Name:	Co-Borrower _____ (Signature) Name:
For Ujjivan Small Finance Bank Limited _____ (Signature) Name of Authorised Signatory: Designation:	

Date:

Place: