

**Loan Application Form (For Individuals)**

**Application Number:** \_\_\_\_\_

**Application Date:** \_\_\_\_\_

**Photograph: Self Attested**

I hereby request you to grant a loan with details as given below:



**Type of Loan:**

**Loan Amount Requested:**.....

**Purpose of loan:**

- Purchase of stock
- Working Capital Requirement
- Purchase of Cattle
- Purchase of Raw Materials, Machinery .....
- Business expansion in the same line of business.

**Rate of Interest:**

**Tenure of loan:**

**INDIVIDUAL DETAILS - Borrower**

**Title:**  Mr.  Ms.  Mrs.  Dr.  Others (.....)

**Full Name:** \_\_\_\_\_ **Maiden Name:** \_\_\_\_\_

**Father's/Spouse Name:** \_\_\_\_\_ **Mother's Name:** \_\_\_\_\_

**Date of Birth (DD/MM/YYYY) :** \_\_/\_\_/\_\_\_\_ **Gender:**  Male  Female  Others

**Marital Status:**  Married  Unmarried  Others

**Email ID:** \_\_\_\_\_

**Nationality:**  Indian  Others (in case of others please fill another form)

**Education Level:**  Undergraduate  Graduate  Postgraduate  Professional  Others

**Occupation Type:**  Agriculture & allied activities  Retail Trader  Self-Employed  Small/Retailer  Others.....

**Marital Status:**  Married  Unmarried  Others **Email ID:** \_\_\_\_\_

Source of Income: Business Income  Any Other.....

Business Income : \_

Other Income: \_\_\_\_

Gross Annual  
Income

**PROOF OF IDENTITY (POI) & PROOF OF ADDRESS (POA)**

(Certified copy of the following POI/POA needs to be submitted)

A- PAN Number or Form 60 (Mandatory): .....

B- Aadhar Card (UID) (Bio metric eKYC is mandatory):

C- Voter ID Card/Passport/Driving License:.....

D- Others:.....

Category: ST  OBC  SC  General  Minority

Religion: .....

PERMANENT ADDRESS: ..... District:..... City:.....

State: ..... PINCODE:

MAILING ADDRESS / COMMUNICATION ADDRESS .....

District: ..... City: .....

State: ..... PINCODE:

LANDLINE NUMBER:  Mobile Number:

**Business Details:**

Business

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: ..... State: .....

Type of Business: \_\_\_\_\_

Business Vintage: \_\_\_\_\_

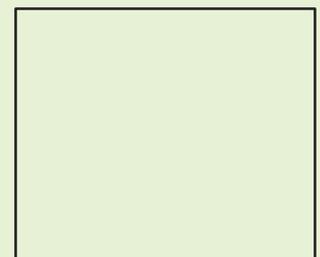
**INDIVIDUAL DETAILS - CO – APPLICANT-1**

Title  Mr.  Ms.  Mrs.  Dr.  Others (.....)

Full Name: \_\_\_\_\_ Maiden Name: \_\_\_\_\_

Father's/Spouse Name: \_\_\_\_\_ Mother's Name: \_\_\_\_\_

Date of Birth (DD/MM/YYYY) : \_\_/\_\_/\_\_\_\_ Gender:  Male  Female



**Nationality :**  Indian      Others (in case of others please fill another form)

**Education Level:**  Undergraduate     Graduate     Post graduate     Professional     Others

**Occupation Type:**  Agriculture & allied activities     Retail Trader     Self Employed     Small Retailer     Others

**Source of Income:**  Agriculture     Business Income     Salary Income    Any Other.....

**Gross Income:** \_\_\_\_\_

**PROOF OF IDENTITY (POI) & PROOF OF ADDRESS (POA)**

(Certified copy of the following POI/POA needs to be submitted)

A- PAN Number or Form 60 (Mandatory):.....

B- Aadhar Card (UID) (Bio metric eKYC is mandatory):.....

C- VoterID Card/Passport/Driving License:.....

D- Others:.....

(Any document notified by the central government)

**Category:**  SC     ST     OBC     Minority     General

**Religion:** .....

**PERMANENT ADDRESS:** ..... District:..... City: .....

State: ..... **PINCODE:**

**MAILING ADDRESS / COMMUNICATION ADDRESS** ..... District:.....City.....

State:..... **PINCODE:**

**LANDLINE NUMBER:**  **Mobile Number:**

**INDIVIDUAL DETAILS - CO – APPLICANT – 2**

**Title:**  Mr.     Ms.     Mrs.     Dr.     Other

**Full Name:** \_\_\_\_\_ **Maiden Name:** \_\_\_\_\_

**Father's/Spouse Name:** \_\_\_\_\_ **Mother's Name:** \_\_\_\_\_

**Date of Birth (DD/MM/YYYY) :** \_\_/\_\_/\_\_\_\_ **Gender:**  Male     Female     Third Gender

**Marital Status:**  Married     Unmarried     Others **Email ID:** \_\_\_\_\_

**Nationality:**  Indian  Others (in case of others please fill another form)

**Education Level:**  Undergraduate  Graduate  Postgraduate  Professional  Others

**Occupation Type:**  Agriculture & allied activities  Retail Trader  Self employed  Small/Retailer  
 Others

**Source of Income:**  Agriculture  Business Income  Salary Income  Any Other.....

**Gross Income:** \_\_\_\_\_

**PROOF OF IDENTITY (POI) & PROOF OF ADDRESS (POA)**

(Certified copy of the following POI/POA needs to be submitted)

- A- PAN Number or Form 60 (Mandatory): .....
- B- Aadhar Card (UID) (Bio metric eKYC is mandatory): .....
- C- VoterID Card/Passport/Driving License:.....
- D- Others:.....

(Any document notified by the central government)

**Category:**  SC  ST  OBC  Minority  General Religion:.....

**PERMANENT ADDRESS:** .....District:..... City: .....

**State:**..... **PINCODE:**

**MAILING ADDRESS / COMMUNICATION ADDRESS** .....District:.....City:.....

**State:**..... **PINCODE:**

**LANDLINE NUMBER:**  **Mobile Number:**

**Banking & Existing Loan Details**

A) Banking Details			
Name of Account Holder	Name of Bank with Branch	Account No	IFSC Code

B) Existing Loans basis borrower/ Co-borrower declaration						
Name of Lending Institution	Purpose of Loan	Loan Amount	Tenure (in months)	Monthly installment	Current Outstanding	Security, if any

### DECLARATION

- 1 I/we certify that the information provided by me in this application form is true, correct and complete in all respects and no material information has been withheld/suppressed from Shivalik Small Finance Bank Limited ("Bank"). I/we agree that the Bank is entitled to verify this directly or through any third party agent. I/we confirm that the attached copies of financials/Bank Statements/Title/Legal documents etc. are submitted by me/us against my/our loan application and certify that these are true copies. I/we further acknowledge the Bank's right to seek any information from any other source in this regard.
- 2 I/we, am/are a near relative# of Director of the Shivalik Small Finance Bank/other Bank/Senior Official of the Shivalik Small Finance Bank  Yes  No #Near Relative means: Spouse, Father, Mother (including step-mother), Son (including step-son), Son's Wife, Daughter (including step-daughter), Daughter's Husband, Brother (including stepbrother), Brother's wife, Sister (including step-sister), Sister's husband, Brother (including step-brother) of the spouse, Sister (including step-sister) of the spouse.
- 3 I/we am/are a Promoter/ Director/major shareholder / a relative of a Promoter/major shareholder / an Entity with significant influence of Promoter/major shareholder / associated with any Entity significantly influenced or controlled by Promoter/major shareholder of Shivalik Small Finance Bank –Yes  No
- 4 I/we understand that all the abovementioned information shall form the basis of any facility that the Bank may decide to grant to me/us at its sole discretion. I/we further agree that any facility that may be provided to me/us shall be governed by the rules of the Bank that may be in force from time to time. I/we will be bound by the terms and conditions of the facility/ies that may be granted to me/us. I/we authorise the Bank to debit my/our loan account with the Bank for any fees, charges, interest etc. as may be applicable.
- 5 I/we undertake to inform the Bank in writing regarding any change in my residential or business address/contact details/occupation or any such change which may affect my creditworthiness and to provide any other information that the Bank may require.
- 6 I/we understand that the Bank reserves the right to retain the photographs and documents submitted with this application and will not return the same to me.
- 7 I/we understand that the sanction of this loan is at the sole discretion of the Bank and upon my/us executing necessary documents and other formalities as required by Bank.
- 8 I/we agree and confirm that the loan proceedings shall be utilised for the purpose as mentioned in the application form and shall not be utilised towards making investment in the capital market instruments or any speculative or illegal or anti-social purposes or for purchase of gold in any form including primary gold, gold bullion, gold jewellery, gold coins, units of gold exchange trade funds(ETF), units of gold, mutual funds, the Facility for acquisition of small savings instruments including Kisan Vikas Patra(KVC) and National Saving Scheme(NSC) etc.
- 9 I/we do not suffer from any statutory or legal infirmities and/or are incapable of entering into a binding agreement.
- 10 I/we confirm that no insolvency/winding up/dissolution proceedings or any criminal proceedings have been initiated and/or are pending against me and that I have never been adjudicated insolvent by any court or other authority or a receiver, administrator, trustee or similar officer has been appointed for my assets.
- 11 I/we are neither politically exposed person/nor related to politically exposed persons (as defined and amended by Reserve bank of India from time to time).
- 12 I/we understand that the tenure/repayment/interest/other terms and conditions of the loan are subject to changes as a consequence to any delay in concluding the loan, any changes in the money market conditions or on account of any other statutory or regulatory requirements or at the discretion of Bank. Bank reserves that right to review and amend the terms of the loan in such extent as it may deem fit.

- 13 I/we understand that the credit decision is based on a credit model which includes factors like credit history, repayment track record, banking habits, business stability & cash flow analysis which is assessed through a combination of personal discussion and documentation.
- 14 I/we also confirm that no commitments have been made to me by the Bank or any of its representatives regarding the loan quantum / sanction process(or) promised any deviation / waivers. Further I have not given/ made any payment in cash, bearer cheque or kind along with or in connection with this loan application to any representative of Bank(or) to any other third party.
- 15 I/we understand that as a precondition, relating to grant of loans/advances/other non-fund-based credit facilities to me/us, Bank requires consent for the disclosure by the Bank, of information and data relating to me/us, of the credit facility availed of/to be availed of by me/us, obligations assumed/to be assumed by me/us, in relation thereto and default, if any, committed by me/us in discharge thereof. Accordingly, I/we hereby agree and give consent for the disclosure by the Bank of all or any such; (i) information and data relating to me/us; (ii) the information or data relating to any credit facility availed of/to be availed of by me/us and (iii) default, if any, committed by me/us in discharge of my/our such obligation, as the Bank may deem appropriate and necessary, to Credit Information Bureau (India) Limited (CIBIL) and any other agency authorised in this behalf by Reserve Bank of India / Government of India and CIBIL and any such agency may use, process the said information and data disclosed by the Bank; and CIBIL and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors, as may be specified by the Reserve Bank in this behalf.
- 16 I/we agree to receive SMS alerts/Phone calls related to my application status, account activity, service calls (including collections, advisories and educational/informative messages), regulatory updates as well as product use messages/calls that the Bank will send/make, from time to time, on my mobile/phone number (s) as mentioned in this application form.
- 17 I/we hereby submit voluntarily at my own discretion for KYC purposes, the biometric based e-KYC authentication or offline verification modes defined by UIDAI (Aadhaar) to Bank for the purpose of establishing identity/address proofs.
- 18 I/we further authorize Bank to use my Aadhaar Number and/or biometric/demographic information to verify my details from UIDAI. I understand that Bank will be calling for data from UIDAI and the same will be stored with Bank for providing me/us the product/services opted by me/us.
- 19 I/we hereby consent to receive information from CKYC registry through SMS/e-mail on the registered mobile number/ email address as provided by me in the Application Form to Bank. I/we give my/our consent to download my KYC Records from the Central KYC Registry (CKYCR), only for the purpose of verification of my/our identity and address from the database of CKYCR Registry. I/we understand that my KYC Record includes my KYC Records /Personal information such as my name, address, date of birth, PAN number etc.
- 20 I/we authorize the Bank to share, disclose, exchange, or use in any manner whatsoever, without any further specific consent or authorization from me/us, the information/data provided by/related to me/us to the Group Companies/Associates/Subsidiaries/Affiliates/Joint Ventures of Bank/ any person with whom the Bank has entered/propose to enter into an arrangement for provision of 'services/products' for the purpose of marketing/offering/selling any product/services offered by Bank.
- 21 I/we authorize the Bank to use my personal details in the application form from time to time to send me/us marketing information /contact me/us to inform about products, services or promotional offers that are offered by Bank, on its own and in collaboration or through tie-ups with partners/ third parties. By giving your preference below you either allow or disallow Bank to contact you through SMS, phone calls and E mails :  Yes, Bank can contact me  No, Bank may not contact me.
- 22 I/we, hereby declare that I/we are not director at the Bank or any other bank and I/we are not a relative of any of the directors of the Lender Bank.
- 23 I/we have read, understood and accepted the terms and conditions relating to various services as stipulated at [www.shivalik-bank.com](http://www.shivalik-bank.com) ("Website").
- 24 I/we understand that this loan is sanctioned in compliance with the "Fair Practice code" of the Bank which is available on Bank's and link to visit the same is <https://shivalikbank.com/regulatory-section/policies/fair-lending-practice-code-policy>
- 25 I/we understand that in case of any query, I can contact the customer care executive at toll free number 1800-202-5333 or send an email to [customercare@shivalikbank.com](mailto:customercare@shivalikbank.com) or visit nearest branch.
- 26 I understand that the clauses herein shall not be deemed to constitute, an express or implied agreement between me and the Bank.
- 27 I/we agree that the Bank may, in its sole discretion, engage services for extension of banking and financial services so as to ensure greater financial inclusion and increasing the outreach of the banking sector.
- 28 I/we hereby request and give my irrevocable consent to Shivalik Small Finance Bank Limited for taking suitable insurance policy:  Credit Linked Insurance\*  Hospi Cash In an event of unforeseen circumstances such as death, the Insurance

claim settlement for credit life insurance amount (as applicable) will be directly credited to the loan account by the Bank. Any balance amount post loan adjustment will be paid to the nominee/s of the Applicant. The claim for Hospital cash insurance will be paid directly to the beneficiary account.

29 I/we hereby affix my signature as confirmation of the above.

30 I/we hereby understand that the signature captured can be used to authorise/verify all future transactions. I/we agree that the above/below signature can be used as the specimen signature also.

### Vernacular Declaration

#### Declaration in Hindi:

मैंने/हमने उपरोक्त खण्डों तथा महत्वपूर्ण कर्ज समझौते को पढ़ लिया है और समझा दिया गया है। इसे मेरी/हमारी उपस्थिति में भरा गया है। मैं/हम इस महत्वपूर्ण विवरण सहित सभी शर्तों को मानने के लिए बाध्य होंगे। पूर्वोक्त में दिए गए करारनामों और अन्य दस्तावेजों को मेरी/हमारी समझ में आने वाली भाषा में मुझे/हमें बताया गया है और मैंने/हमने विभिन्न खण्डों का पूरा तात्पर्य समझ लिया है। ऋण प्राप्तकर्ताओं ने इस समझौते की विषयवस्तु सत्यापित करने और समझने के बाद अपने हस्ताक्षर किये हैं।

#### Declaration in Marathi:

संपूर्ण करार माझ्या/आमच्या उपस्थितीत भरला गेला आहे हे मी/आम्ही वाचले/स्पष्ट केले आहे. मला/आम्ही केलेल्या कर्ज अर्जात मी/आम्ही भरलेल्या सर्व अटी आणि तपशिलांच्या संदर्भात स्वतःचे समाधान केल्यानंतरच बँक या कराराचा पक्ष बनण्यास सहमत आहे/ते याची मला/आम्हाला जाणीव आहे.

#### Declaration in Gujarati:

મે/અમે ઉપરોક્ત કલમો અને મહત્વપૂર્ણ લોન કરાર વાંચ્યા અને સમજી લીધા છે. આ મારી/અમારી હાજરીમાં ભરવામાં આવે છે. હું/અમે આ મહત્વપૂર્ણ વિગત સહિત તમામ નિયમો અને શરતોનું પાલન કરવા બંધાયેલા રહીશું. ઉપરોક્ત અને અન્ય દસ્તાવેજોમાં સમાવિષ્ટ કરાર મને/અમને સમજાય તેવી ભાષામાં જણાવવામાં આવ્યો છે અને હું/અમે વિવિધ કલમોનો સંપૂર્ણ અર્થ સમજી ગયા છીએ. ઋણ લેનારાઓએ આ કરારની સામગ્રીને ચકાસ્યા અને સમજ્યા પછી હસ્તાક્ષર કર્યાં છે.

#### Declaration in Tamil:

எனது/எங்கள் முன்னிலையில் முழு ஒப்பந்தமும் பூர்த்தி செய்யப்பட்டுள்ளதை நான்/நாங்கள் படித்தோம், அது தொடர்பாக /எனக்கு/எங்களுக்கு விளக்கமும் அளிக்கப்பட்டுள்ளது. நான்/நாங்கள் செய்த கடன் விண்ணப்பத்தில் நான்/நாங்கள் பூர்த்தி செய்த அனைத்து நிபந்தனைகள் மற்றும் விவரங்கள் குறித்து தான் திருப்தியடைந்த பின்னரே வங்கி இந்த ஒப்பந்தத்தில் ஒரு தரப்பினராக ஒப்புக்கொள்கிறது என்பதை நான்/நாங்கள் அறிவோம்.

#### Declaration in Telugu:

నా/మా సమక్షములో నింపబడిన మొత్తం అంగీకారపత్రాన్ని నేను/మేము చదువుకున్నాము / చదివి వివరించగా వినాము. మాచే / మాచే చేయబడిన లోన్ దరఖాస్తు లో నాచే/మాచే నింపబడిన షరతులు మరియు వివరాలను అన్నింటికీ సంబంధించి తనకు తానుగా సంతృప్తి చెందిన తర్వాత మాత్రమే ఈ అంగీకార పత్రానికి ఒక పక్షముగా ఉండడానికి బ్యాంక్ అంగీకరించింది నాకు/మాకు అవగాహన ఉంది.

I/we have fully read and understood and acknowledge the contents of this Application form.

Place: .....

Name: .....

Date:.....

Applicant/Borrower Signature

Name Co applicants: .....

Signatures \_\_\_\_\_



### CUSTOMER ACKNOWLEDGEMENT

Name of Applicant \_\_\_\_\_

Loan Amount Applied \_\_\_\_\_

Loan Application ID \_\_\_\_\_

Shivalik Small Finance Bank Ltd. acknowledges the receipt of the above-mentioned loan application form. The said loan application form shall be scrutinized by the Bank within next thirty (30) working days from the receipt of application. Receipt of this Loan Application does not in any manner whatsoever obligate Shivalik Small Finance Bank Ltd. to grant the said loan, which shall be at the sole discretion of Shivalik Small Finance Bank Ltd.

Name:

Date:

**Sanction Letter**

Date: \_\_\_\_\_ Borrower Customer Id: \_\_\_\_\_

Name of the Business Correspondent (BC) :

Name of the Borrower	
Name of the Co-Borrower - 1	
Name of the Co-Borrower - 2	
Borrower's Address:	
Co-Borrower-1 Address	
Co-Borrower-2 Address	

Dear Sir/Madam,

**Subject: Sanction Letter including key Terms & Conditions of Unsecured – Individual Business Loan (Loan\Credit Facilities\Limit) - Application reference number**

Thank you for your patronage of Shivalik Small Finance Bank Ltd.. As requested by you, based on the discussions with you, and on the information/documents /representations provided by you, from time to time, we are pleased to convey our sanction letter of the Loan / Credit Facilities / Limit, on the agreed Terms and Conditions (T&C).

Please carefully read the entire sanction letter including "**Key Fact Statement (s) (KFS), Credit Risk Profile and Event of Default**" in the sanction letter and in the loan agreement (s).

This sanction letter needs to be accepted/signed by you immediately and is valid only for a period of 30 days from the date of this sanction letter. If the sanction expires, it can be revalidated only at the sole discretion of the Bank, at your cost, and the Bank may change the T&C of the sanction letter.

By signing the sanction letter, you are accepting all the T&C including KFS, Credit Risk Profile and Event of Default.

The sanction letter does not vest in you or entitle you or give you any right to you or anyone to claim any damages whatsoever against the Bank for any reason whatsoever.

Once the sanction letter is accepted, you also need to sign/execute loan agreement(s)/ documents / forms / indemnities / undertaking as applicable for availing disbursement of Loan/Credit Facilities/Limit. The Bank needs to receive the applicable Fees and Charges. All legal formalities/documentation that may be required needs to be completed before the Loan/Credit Facilities/Limit can be disbursed by the Bank. Also, you are required/expected to provide the Bank with any document/information as and when required by the Bank.

For disbursement/release of Loan/Credit Facilities Limit the Bank needs:

- (i) The "Know Your Customer" (KYC) documents and such other conditions as may be prescribed, from time to time, by the Reserve Bank of India (RBI) or any other document as required under Applicable Law(s) or by the Bank, to be complied with by you.
- (ii) Properly signed/authorized National Automated Clearing House(NACH)e-NACH mandate and requisite number of Post-Dated Cheques (PDCs), or Standing Instruction Letter (SI) or ECS favoring "Shivalik Small Finance Bank."

In case you wish to obtain input credit for GST, then you should provide a valid GST number to the Bank well in advance prior to the initiation of any transaction. Please note that the GST invoice will be issued only in the name of the primary applicant.

The T&C as per the sanction letter and T&C as per loan agreement (s)/ documents/forms/indemnities/undertaking are subject to changes by the Bank including the changes pursuant to any RBI guidelines/regulatory changes/statutory requirements.

All the Fees and Charges mentioned are excluding GST and is non-refundable. The Bank has the right to recover/deduct all unpaid fees payable at the time of application, loan processing, Documentation charges, Overdue Charges for delayed payments, Overdue Charges for non-compliance to material T&C, Collection Charges etc., from your Loan/Credit Facilities/Limit.

### Key Fact Statement (KFS)

KEY Fact Statement			
S. No.	Particulars		Details
1	CUSTOMER NAME		
2	LOAN PROPOSAL/ ACCOUNT No./ CIF		
3	Type of Loan		Term Loan
4	Disbursal Schedule Disbursement in stages or 100% upfront		100% Upfront
5	Sanctioned Loan Amount (in Rupees)		
6	Net Disbursed Amount		
7	Loan Tenure (In Months)		
8	Annual Percentage Rate (APR) (%)		
9	Instalment details		
Type of Instalment	Number of EPIs	EPI (₹)	Commencement of Repayment, post sanction (EMI Start date)
*EPI to be calculated basis the actual number of days in a month			
10	Interest Rate (%) & Type (fixed or floating or hybrid)		
11	Additional Information in case of Floating rate of interest		
		Spread (%) (S)	

Reference Benchmark	Benchmark rate (%) (B)		Final rate (%) R= (B) + (S)	Reset periodicity (Months)	Impact of change in the reference benchmark for 25 bps change in 'R', change in.)
NA	NA	NA	NA	NA	NA
<b>12</b>	<b>Fees / Charges</b>				
		Payable to RE(A)		Payable to third party through RE(B)	
		One Time/ Recurring	Amount (in Rs.) or Percentage (%) as applicable	One-time/ Recurring	Amount (in Rs.) or Percentage (%) as applicable
I)	Processing fees + GST	One-Time			
II)	Documentation Charges + GST	One Time			
III)	Insurance Charges	One Time			
<b>13</b>	<b>Details of Contingent charges (in Rs. or %, as applicable)</b>				
I)	Overdue charges, if any, in case of delayed payment		12% P.A on the overdue amount		
II)	Stamp duty charges		On Actuals		
III)	Foreclosure charges, if applicable		NA		
IV)	Publication Charges		NA		
V)	Legal Notice Charges		On Actuals		
VI)	Any other charge (Bounce Charges)		Nil		
<b>Part 2 (Other qualitative information)</b>					
1	Clause of Loan agreement relating to engagement of recovery agents	For engagement of recovery agents please refer Clause "22" "Engagement of Recovery Agent" of Loan Agreement.			
2	Clause of Loan agreement which details grievance redressal mechanism	For grievance redressal mechanism please refer Clause "21" "Grievance Redressal" of General Terms & Conditions" of Loan Agreement.			
3	Phone number and email id of the nodal grievance redressal officer	For grievance redressal mechanism please refer Clause "21" "Grievance Redressal" of General Terms & Conditions" of Loan Agreement.			
4	Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/ No)	NA			
5	In case of lending under collaborative lending arrangements (e.g., co-lending/ outsourcing), following additional details may be furnished:				

Name of the originating RE, along with its funding proportion	Name of the partner RE along with its proportion of funding	Blended rate of interest
NA	NA	NA
<b>6</b>	<b>In case of digital loans, following specific disclosures may be furnished</b>	
i) Cooling off/look-up period, in terms of RE's board approved policy, during which borrower shall not be charged any penalty on prepayment of loan		NA
ii) Details of LSP acting as recovery agent and authorized to approach the borrower		NA

### APR Computation

Sr. No	Parameter	Details
1.	Sanctioned Loan amount (in Rupees)	
2.	Loan Term (in years/ months/ days)	
a)	No. of instalments for payment of principal, in case of non-equated periodic loan	
b)	Type of EPI Amount of each EPI (in Rupees) and nos. of EPIs (e.g., no. of EMIs in case of monthly instalments))	
c)	No. of instalments for payment of capitalised interest, if any	
d)	Commencement of repayments, post sanction	
3	Interest rate type (fixed or floating or hybrid)	
4.	Rate of Interest	
5.	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in Rupees). This will vary depending upon the number of days in a month	
6.	Fee/ Charges payable (in Rupees)	
A.	Payable to the RE	
B.	Payable to third-party routed through RE	
7.	Net disbursed amount	
8.	Total amount to be paid by the borrower	
9.	Annual Percentage rate- Effective annualized interest rate (in percentage)	
10.	Schedule of disbursement as per terms and conditions	
11.	Due date of payment of instalment and interest	

### Repayment Schedule

		Days	Instalment (in Rupees)	Principal (in Rupees)	Interest (in Rupees)	Outstanding Principal (in Rupees)
<b>Sanction Date</b>						
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
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26						
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28						
29						
30						
31						
32						
33						
34						
35						
36						

This is a tentative repayment schedule

**For Shivalik Small Finance Bank Ltd.**

**Authorized Signatory**

I/we hereby confirm our acceptance of the T&C in the sanction letter including KFS (Borrower/Co-Borrowers)

<b>Details</b>	<b>Full Name</b>	<b>Signature</b>
<b>Borrower</b>		
<b>Co-Borrower - 1</b>		
<b>Co-Borrower- 2</b>		

**General Terms and Conditions (T&C)**

1. Please carefully go through "Credit Risk Profile" in the sanction letter and "Event of Default" in the loan agreement (s).
2. All T&C as per sanction letter, loan agreement(s)/documents/forms/indemnities/undertaking as applicable are "material" and non-compliance to T&C will be considered as "Event of Default" by you, which may inter alia attract "Overdue Charges", Collection & Recovery Charges and increase in Credit Risk Premium on the Loan / Credit Facilities. The Bank may also initiate legal proceedings.
3. The Bank has the right to review the conduct of the Loan / Credit Facilities/Limit on an ongoing basis and take all the necessary actions that the Bank may deem fit to ensure recovery of Total Dues from you.
4. In case you require additional Loan / Credit Facilities/Limit for whatever reason, the Bank is under no obligation whatsoever to sanction your need for additional Loan/ Credit Facilities/Limit requirements.
5. if Interest will be charged on a "daily basis" with monthly rests. As and when due, in a timely manner, without delay, you are required to service Principal, Interest & Service charges, EMI, Daily/ Monthly/Fortnightly/Weekly / Bi weekly Instalment, repay the Loan / Credit Facilities/Limit and fulfill all your obligations in respect of the Loan / Credit Facilities/Limit as per the repayment schedule/terms in a timely manner, without delay or demur.
6. All payments made by you to the Bank shall be made without any deduction or set off or counterclaim.
7. You will immediately and without any delay inform the Bank of change of address of home, residence or office or place of business or factory or shop or warehouse or contact no.
8. You are also required to inform the Bank of any Loan / Credit Facilities/Limit taken by you from any other bank or financial institution before/during or after availing Loan /Credit Facilities / Limit from the Bank.
9. You confirm that all information (oral or in writing)/ statements / documents provided by you is true and correct in all respects. The Bank has the right to revoke the sanction letter if any information is withheld, concealed or any such information / documents provided by you or your representative or your agent or your co-borrower, firm, company, partners, promoters,

directors, or guarantors is found to be misleading, incorrect, or untrue, based on which the Loan/ Credit Facilities / Limit was sanctioned by the Bank. Any time at its sole discretion, the Bank has the right to vary, reduce, withdraw, cancel or suspend the sanction, in part or in entirety, or recall the Loan / Credit Facilities /Limit if in the opinion of the Bank in the event of inter alia (i) Non-compliance of the any of the T&C of the sanction letter; (ii) any adverse change in financial position or change in management structure or equity structure or non-submission of required document or legal proceeding or litigation or deterioration in Security/Collateral value (iii) misappropriation of funds or usage of funds for purpose other than sanctioned by the Bank or any event which is likely to have an adverse impact on Loan/Credit Facilities / Limit sanctioned to you or any other information that has come to the notice of the Bank.

10. The Bank at its sole discretion and without any liability whatsoever may refuse to honor cheques / payments issued by you from the Loan / Credit Facilities/Limit, if in the opinion of the Bank the cheque / payment is being made for the purpose other than what has been sanctioned by the Bank.
11. You expressly acknowledge and agree that the Loan / Credit Facilities / Limit or any part thereof will not be utilized for anything other than the "Purpose"/"End Use" for which the Loan / Credit Facilities were sanctioned.
12. The Bank has the right to refuse, decline, vary, reduce, stop, withdraw, cancel, or suspend the sanction, in part or in entirety or withhold, refuse / decline any further disbursement, or recall the entire Loan / Credit Facilities / Limit. Further, the Bank inter alia, has the right to initiate collection / recovery / legal action against you, sell and dispose security/collateral pledged / mortgaged / charged / hypothecated to recover the Total Dues payable by you to the Bank. To recover the Total Dues payable by you, the Bank has the right to take any other action that may be required to protect the interests of the Bank. The collection / recovery / legal charges for all such actions by the Bank will be payable by you.
13. Change / deterioration in "Credit Risk Profile" on account of below mentioned factors including but not limited to (wherever applicable):
  - (i) Delay in repayments
  - (ii) Delay in regularization of over limit,
  - (iii) Return of cheques / NACH/ECS (Outward / Inward),
  - (iv) Delay in submission of documents for renewal of facilities,
  - (v) Deterioration in "Credit Risk Profile" in another Loan / Credit Facilities / Limit with the Bank or with any other bank / financial institutions example NPA
  - (vi) Not insuring or under insuring Security / Collateral
  - (vii) Your name appearing in any negative list (RBI, ECGC, Law Enforcement Agencies (LEAs), ED etc.)
  - (viii) Use of Loan / Credit Facilities / Limit other than the purpose for which it was sanctioned (example misappropriation of funds)
  - (ix) Additional credit facilities availed by you / co-applicants/guarantors and not intimated to the Bank.
  - (x) Any other matter that is likely to affect the repayment capacity, timeliness, etc.
14. You confirm that there are no litigations or arbitration proceedings pending against you and are not in RBI caution list / defaulter list/negative list and not under investigation by any LEAs.
15. You confirm that to for any payment of the loan installments, you will only approach to the authorized persons of Shivali Bank or to the authorised officials of the Business Correspondent, engaged by the Bank.
16. You acknowledge that Customer ID is unique for all your accounts with us. Your account offers you a range of exclusive services basis the account type chosen by you. Information on our

products and services, terms & conditions and schedule of charges is available in vernacular language on our website [www.shivalikbank.com](http://www.shivalikbank.com).

17. You acknowledge and agree that you will extend full cooperation to the Bank and the Bank has the right to inspect / audit your Place of Business etc.
18. You acknowledge and agree that the Loan / Credit Facilities / Limit availed by you is governed by RBI's instructions on Stressed Asset Classified as Special Mention Account (SMA) or Non-Performing Asset (NPA), more particularly stipulated Loan Facility Agreement.
19. You acknowledge and agree that if you request for cancellation of the sanction of the Loan / Credit Facilities / Limit for any reason or if the Bank cancels the Loan / Credit Facilities / Limit for non-compliance of any T&C, you will be liable for cancellation charges, processing fees and any other charges that the Bank has incurred in sanctioning. In case the aforesaid amounts have not been paid by you then the Bank has the right to recover the same from you
20. Purchase of insurance policy (if applicable) - you acknowledge and agree that:
  - (i) The insurance policy purchased or proposed to be purchased through the Bank, if any, will be purely your voluntary action and it is not linked to availing of any Loan / Credit Facilities / Limit from the Bank, It is not mandatory for you to avail the insurance from the insurance company proposed by the Bank. The Bank has no role or risk participation in this regard and therefore, the Bank shall not be responsible and liable in any manner whatsoever.
  - (ii) The Bank will deduct the applicable insurance premium payable by you / co-applicants (i.e. approved, and accepted insurance premium amount) from the Loan / Credit Facilities / Limit, and the same will be paid to the insurance company on your behalf. The insurance benefit will accrue only on approval and issuance of policy by the insurance company. The Bank has no role in the approval and or issuance of the insurance policy.
  - (iii) The Bank is a "first loss payee" and has a first claim on the proceeds of the insurance policy from the insurance company. The Bank shall have a right to appropriate the amount payable by you under the aforesaid Loan / Credit Facilities / Limit from the proceeds received from the insurance company. In the event of death of the insured or happening of any of the events as stipulated under the policy and the balance amount if any, after appropriating the Total Dues of the Bank, shall be paid to the beneficiary/ nominee under the insurance policy.
  - (iv) The Borrower shall ensure that all cattle financed by the Bank under the cattle loan are covered by a comprehensive insurance policy. This policy must cover risks including but not limited to death, injury, disease, theft, and other specified perils that may impact the cattle.
  - (v) The policy must be renewed periodically to remain valid for the duration of the loan term.
  - (vi) The Borrower shall assign the insurance policy in favour of the Bank, making the Bank the primary beneficiary. In the event of any claims, the proceeds shall first be applied toward the outstanding loan balance.
  - (vii) The Borrower is required to submit proof of insurance, including a copy of the policy document and renewal receipts to the Bank within 45 days of disbursement and upon each renewal.
  - (viii) In the event of loss, injury, or death of the insured cattle, the Borrower must promptly notify the Bank and take necessary steps to file a claim with the insurance company. Any insurance proceeds received shall be used to settle the outstanding loan or as directed By the bank.
  - (ix) Failure to insure or maintain valid insurance coverage for the cattle shall constitute a default under the loan agreement, entitling the bank to take necessary actions as per the loan terms.
  - (x) Any grievance, claim, query, complaint, or issue pertaining to insurance policy would lie solely with the relevant insurance company, at its discretion, and the decision of the insurance company shall be final and binding.

- 21. You acknowledge and agree that failure of the Bank to send notice for payment of Principal / Interest/Fees/Charges or for deposit of e-NACH/NACH/SI / ECS / PDC shall not serve as a reason for non-payment of any dues whatsoever.
- 22. In case of change / deterioration in "credit risk profile", so long as any monies are due to the Bank from you under any of Loan / Credit Facilities/Limit (including your associate companies, subsidiaries etc) with the Bank, the Bank has the lien / charge and the right to recover / set off from your credit balances, cash, deposits etc. ,  
You agree that the Bank is not required to obtain your permission / consent or give you any notice.
- 23. Failure by the Bank to exercise its right, or delay in exercising any rights hereunder or under any other agreement(s) / documents/forms / indemnities / undertaking etc. will not be tantamount to the Bank having waived its right nor shall any single or partial exercise preclude any future exercise of that right.

**Authorized Signatory**

I/we hereby confirm our acceptance of the T&C in the sanction letter including KFS (Borrower / Co-Borrowers)

Details	Full Name	Signature
Borrower		
Co-Borrower - 1		
Co-Borrower - 2	Not Applicable	

## **LOAN AGREEMENT (UNSECURED INDIVIDUAL BUSINESS LOAN)**

This Loan Agreement (“**Agreement**”) is made and entered into on the date and place as mentioned in the **Schedule-II** hereto **Between:**

The **BORROWER (s)**, whose details are given in the **Schedule-II**, and hereinafter referred to as the “Borrower” which term shall be deemed to mean and include unless the context otherwise requires or permits all their legal heirs, executors, administrators, and representatives or, its successors, and permitted assigns of the one Part;

**AND**

**Shivalik Small Finance Bank Limited**, a Scheduled Commercial Bank, registered under the Companies Act, 2013 (CIN: U65900DL2020PLC366027) and licensed by RBI to carry on banking activities and having its registered office at Salcon Aurum Jasola District Centre, New Delhi 110025, 110025 Corporate/Head office at 3rd floor, Add India Tower, Plot no. A6A, Sector 125, Noida, U.P. 201303 (hereinafter referred to as “**Shivalik**” or “**Bank**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, assigns and associate companies) of the **FIRST PART**

The ‘Borrower’ and the ‘Bank’ shall together be referred to as ‘Parties’ and individually as Party’.

### **WHEREAS:**

- i. The Bank is engaged in the business of providing Banking and other financial services.
- ii. The Borrower has requested the Bank for grant of loan / credit Facility for the purpose more fully described in Schedule – II hereunder.
- iii. The Bank has at the request of the Borrower agreed to grant all or some or any of the credit facilities /loan/s subject inter alia to the Sanction letter and terms and conditions contained in this Agreement and also in the other Transaction Documents (as defined below) including Security Documents (as defined below) or any of them and on such other terms and conditions as may be deemed necessary and notified from time to time by the Bank to the Borrower.

**IN CONSIDERATION of the Bank providing the Loan / Credit Facility to the Borrower, the Borrower hereby agrees, records and confirms the terms and conditions upon which the Facility is granted as under:**

1. The Bank, at its discretion may grant or agree to grant or continue, all or any of the Loan now or hereafter at any time or from time to time up to the herein mentioned aggregate limit/term loan the details as to the loan/credit facilities, , interest, and terms of repayment are more specifically mentioned in **SCHEDULE-II** hereunder written, for the purpose(s) set forth in the Borrower's proposal/Application Form, which shall be deemed to constitute the basis and part of these presents. The Borrower(s) hereby warrants the correctness of every one of the statements, representations and undertakes to carry out the Borrower's proposal/ Application Form as set out in its entirety with a further undertaking to notify the Bank in writing of any deviations or modifications thereto immediately upon such occurrence. The loan granted or agreed to be granted or continued, now or hereafter by the Bank (hereinafter referred to as "the said facilities/Credit facility/Loan ") shall be availed / utilized exclusively by the Borrower(s) for no purposes other than those mentioned in the Borrower(s)'s proposal/Application Form.
2. The Borrower(s) agrees that the loan granted and agreed to be granted or continued shall be governed by the terms and conditions as set out in the Sanction Letter as also herein contained.
3. Interest shall be charged at a fixed rate of interest being..... % p.a. and calculated on daily balance of the loan amount at monthly rests. Interest rate is fixed for the tenure of the loan and is Fixed for a period of 3 years and will be reviewed after each period of 3 years during the loan tenure. Interest rate on the facility will remain fixed for the entire tenor of the facility from the date of first disbursement.
4. Interest and all other charges, including any interest on costs, charges, expenses, foreclosure charges (if any) shall accrue on daily basis , assuming a year of 365 days
5. The Loan, interest, default interest, any other charges, dues and monies payable, costs and expenses reimbursable, as outstanding from time to time and whether any of them due or not, are hereinafter collectively referred to as “Outstanding Balance”. The Borrower shall pay interest on the Loan, the unpaid due interest and all other outstanding charges and monies (except the default interest), at the rate of interest specified in the Schedule hereto, on the outstanding daily balance from the date of Disbursement. The Borrower shall also pay and bear all interest tax, if any, as applicable from time to time. The

Borrower(s) shall repay the Loan and pay the interest that is due from time to time by way of equated monthly installments (EMIs) / equated daily installments as specified in the Schedule or as may be specified by the Bank from time to time (time being the essence of the contract). The Borrower has perused, understood and agreed to Bank's method of calculating EMIs/ equated daily installments as also the appropriation thereof into principal and interest. The payment of all the monies by the Borrower including EMIs/ equated daily installments shall be made on or before the respective due dates, at such place as the Bank may require, without any set-off or counterclaim or withholding or deduction (save as required by law in which case the amount payable by the Borrower to the Bank shall be increased to the amount which after making such deduction or withholding equals the original due amount as if no withholding or deduction were required), by way of one or more modes and instruments including Security Cheques, Standing Instructions (SI)/ Electronic Clearing System (ECS/NACH instructions/mandate other mode/ instrument, as acceptable to the Bank from time to time. If any due date falls on a non-business day of the Bank, the payment shall be made by the Borrower on the immediately preceding business day of the Bank. In case of cheques/ other instrument, the payment shall be deemed to have been made by the Borrower only at the point of time the sum is credited and realized fully in Bank's account irrespective of the date of instrument or time of receipt or presentation of instrument. In case of any default, the Borrower shall without prejudice to Bank's other rights and remedies, pay additional /default interest at the rate mentioned in the Schedule hereto/ Application or as may be prescribed by the Bank, over and above the then applicable rate of interest till full payment is made/default is cured. This liability shall not act as justification for any default.

6. The Borrower(s) shall pay to Bank, the charges, fees, etc, specified in the Schedule hereto/ Application or as specified by the Bank from time to time, within such time or upon occurrence of such events as specified and if not specified then forthwith upon demanded by the Bank. All other present and future costs and expenses, taxes (as applicable from time to time), , stamp duty, in all jurisdictions, in relation to this document/other documents/any transaction pursuant thereto, irrespective of who the beneficiary is, shall be borne and payable solely by the Borrower, including for creation, enforcement, preservation of security, recovery, initiating/defending/pursuing any legal proceedings/ actions by Bank. In case of any such sums if paid or incurred by the Bank, the Borrower shall be liable to reimburse the same to the Bank in full forthwith.
7. The Borrower(s) understands and acknowledge that this Loan facility has been sanctioned by Shivalik Bank through its Business Correspondent \_\_\_\_\_ and the Bank is liable to the Borrower(s) for all the acts of omission and Commission of its Business Correspondent.
8. The Bank may, at its own discretion and upon Borrower's request, also finance the Borrower for the insurance premium of the insurance policy taken by the Borrower, which sum(s) shall be added to the principal amount under the Loan and all the terms and conditions shall be additionally applicable thereto. The Borrower shall instruct the insurance company to add the Bank as loss payee in any such insurance policy.
9. Borrower shall make good to, and save, defend and hold harmless Bank, its directors, employees, shareholders, agents, consultants, representatives from or against all, direct or indirect, claims, damages, losses, costs and expenses, including attorneys' fees arising out of/ in relation to any act, omission, breach, misrepresentation, fraud, misstatement or default by the Borrower and/or otherwise incurred by Bank as a result of any suit, investigation, etc, any other matter for any reason.
10. The Borrower (s) agrees that Bank may retain the Application Form, the photographs, information and documents submitted by the Borrower for records. The Bank shall be entitled to make disclosure of any information relating to Borrower including personal information, details in relation to documents, Loan, defaults, security, obligations of Borrower, to the Credit Information Bureau of India (CIBIL) and/or any other governmental/regulatory/statutory or private agency/entity, credit bureau, RBI, the Bank's other branches/ subsidiaries / affiliates / rating agencies, service providers, other banks / financial institutions, any third parties, any assignees/potential assignees or transferees, who may need the information and may process the information, publish in such manner and through such medium as may be deemed necessary by the publisher/ Bank/ RBI, including publishing the name as part of willful defaulter's list from time to time, as also use for KYC information verification, credit risk analysis, or for other related purposes. The Bank may, approach, make enquiries, obtain information, from any person including other banks/finance entities/credit bureaus, Borrower's employer/family members, any other person related to the Borrower, to obtain any information for assessing track record, credit risk, or for establishing contact with the Borrower or for the purpose of recovery of dues from the Borrower.
11. Any notice, approvals, instructions, demand and other communications given or made by the Bank shall be deemed to be duly given and served if sent by courier, normal post, Registered Post, facsimile, electronic mail, personal delivery, sms or by pre-paid registered mail addressed to the Borrower's address, phone/ mobile number, fax number or email as given in the Application (or at the address changed on which Bank's acknowledgement is duly obtained as hereinafter mentioned) and such notice and service

shall be deemed to take effect on the third working day following the date of the posting thereof in case of courier, normal post, registered post, at the time of delivery if given by personal delivery, upon receipt of a transmission report if given by facsimile, upon sending the electronic mail or sms if given by electronic mail or sms. The Borrower undertakes to keep the Bank informed at all times in writing of any change in the mailing address, email id, phone and mobile number(s) as provided in the Application and to obtain Bank's written acknowledgement on the intimation given to Bank for any such change.

12. The Borrower(s) hereby agrees that notwithstanding anything contained herein or in any other documents, the entire balance due under the said facilities shall, if so decided by the Bank, become forthwith due and payable upon the happening of any of the following events ("Event of Default"):
- Any instalment of the principal or interest remaining unpaid and in arrears for a period of one month after the due date whether demanded or not;
  - The borrower committing any breach or default in the performance or observance of any of the terms contained herein or in the Borrower(s)'s proposal/ Application Form or any other documents.
  - If any of the representations or the documents furnished by the Borrower(s) in its application are found to be untrue or false or incorrect;
  - Upon entering into any arrangement or composition with its creditors or committing any act of insolvency;
  - Any execution or other similar process being levied or enforced against the borrower;
  - If any circumstances shall occur which in the opinion of the Bank is prejudicial to or imperils or is likely to prejudice or imperil the security or which affects adversely the Borrower(s)'s capacity to repay any amounts under the said facilities;
  - If the Borrower(s) mis-utilises/diverts the monies other than the purpose for which loan was sanctioned.
  - Death of the Borrower(s), or any one of them.
  - The Borrower(s) has, or there is a reasonable apprehension that the Borrower(s) has or would, voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law, or becomes bankrupt or insolvent or if the Borrower(s) has taken or suffered to be taken any action for insolvency or bankruptcy or if a receiver has been appointed or allowed to be appointed of/over all or any part of the properties of the Borrower(s) or if an attachment or distraint has been levied on the assets or any part thereof or certificate proceedings have been taken or commenced for recovery of any dues from the Borrower/s or if one or more judgements or decrees have been rendered or entered against the Borrower(s).

The Borrower/s shall promptly notify Bank in writing upon becoming aware of any default and any event which constitutes (or, with the giving of notice, lapse of time, determination of materiality or satisfaction of other conditions, would be likely to constitute) an Event of Default and the steps, if any, being taken to remedy it.

The decision as to whether any of the above events has happened or not is solely that and of the Bank shall be conclusive, final and binding on the Borrower(s).

PROVIDED the Bank may in its discretion refrain from forthwith enforcing its rights hereunder in spite of the happening of any of the above events and provided further that any failure or delay in exercising any right, power or privilege hereunder or under other security documents or any single or partial exercise of such right, power, or privilege shall not impair / extinguish or preclude the Bank any further exercise of the same or operate as a waiver or exercise of any other power or right or privilege. The rights and remedies of the Bank are only cumulative and not exclusive.

13. Notwithstanding anything stated elsewhere in this agreement, the continuation of the loan shall be at the sole and absolute discretion of the bank and the borrower's outstandings shall be payable by the borrower(s) to the bank on demand. The bank may at any time in its sole discretion and without assigning any reason call upon the borrower(s) to pay the outstanding amount and thereupon the borrower shall pay the whole outstanding amount to the bank without any delay or demur.
14. The Borrower(s) hereby further agree that as precondition of the loan advances given to him/her by the bank, that in case of default in repayment of the loan/ advances or in the repayment of the interest thereon or any of the agreed instalment of the loan on due date/s or in maintaining the outstanding amount within the drawing power at any point of time, the bank will have an unqualified right to disclose or publish Borrower(s)name(s) as defaulter in such manner and through such medium as the bank in its absolute discretion may think fit and the borrower will not claim any right of secrecy to his/her account.
15. The Borrower(s) hereby confirms, declares and agrees that for the liability of the borrowers, the bank shall have a paramount right of set off and in exercise of the bank's general lien under law, the bank shall also have a paramount right of lien on all monies, accounts, , deposits, standing to the borrower's credit (whether

singly or jointly with any other person/s) which are or may at any time be with or in possession or control of any branch of the bank for any reason or purpose whatsoever.

16. Notwithstanding anything contained in the Agreement or Transaction Documents, and irrespective of the mode of payment selected by the Borrower(s) in the Application Form, upon any default by the Borrower/s in payment of one or more Installments on the Due Date pertaining to the Facility or any non-realisation of the Installments on the Due Date by Shivalik Bank, Shivalik Bank shall be entitled, without prejudice to its other rights under the Agreement, to present and/or re-present the cheques or Security Cheques, if any, issued by the Borrower/s in favour of Shivalik Bank in connection with the Facility. Irrespective of the mode of payment selected by the Borrower (s) in the Application Form, Shivalik Bank shall as it may deem appropriate and necessary, be entitled to require the payment and/or collection of the Installments and all other amounts comprising the Borrower/s' Dues as expressed in the Application Form, or the post dated cheques, if any, submitted by the Borrower/s, by means of electronic clearing system (debit), by itself or through such other person permitted for the same, instead of and in lieu of presenting / re-presenting such cheques or post dated cheques, if any, issued by the Borrower/s in favour of Shivalik Bank or utilizing any other mode or manner of payment or repayment of the Installments and all other amounts comprising the Borrower/s' Dues, provided that such right of Shivalik Bank shall be without prejudice to its other rights under the Agreement (including the right to re-present the post dated cheques), in case of any failure to receive the Installments or any other amounts due, through the electronic clearing system (debit) for any reason whatsoever.
17. Any delay in exercising or omission to exercise any right, power, or remedy accruing to the Bank under this agreement or any other agreement or document shall not impair any such right, power, or remedy and shall not be construed to be waiver thereof or any acquiescence in any default, nor shall the action or inaction of the bank in respect of any default or any acquiescence by it in any default affect or impair any right, power, or remedy of the bank in respect of any other default.
18. The Borrower(s) 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 / securitize to any third- party as the Bank may decide, the loan and all outstanding due to the Bank under this loan in any manner, either in whole or in part and on such terms as the Bank may decide including assigning or reserving to the Bank the power to proceed against the Borrowers, on behalf of the assignee, in the Events of Default for any amounts due by the Borrower under this loan. The Bank may, if it so desires, also assign to such assignee, the right to proceed against the Borrower. Any such sale or assignment shall bind the Borrower and the Borrower shall accept the third-party as its sole creditor jointly with the Bank and in such event the Borrower shall pay to the Bank or such creditor or as the Bank may direct the outstanding amounts due by the Borrower under this loan.
19. The Borrower(s) also expressly recognizes and accepts that in the event the Bank sells / assigns to any third party the Loan and all amounts which is outstanding and due to the Bank, such assignment may cover transfer and assignment of any or all rights and obligations of the Bank under this loan, which may inter alia include, but not limited to the right to determine the rate of interest, determine Prime Lending Rate applicable to the Loan, re- pricing and Pre-payment charges, collection procedure and all other relevant and incidental matters to the Loan Account. Any such sale, assignment, transfer of the Loan, outstanding due and rights / obligation of the Bank shall conclusively bind the Borrower.
20. The Borrower(s) expressly recognizes and accepts that the Bank shall, without prejudice to its right to perform such activities either by 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 loan relating to administration of the Loan including the rights and authority to collect and receive on behalf of the Bank from the Borrower the pre-monthly repayment installments, monthly installments and other amounts due by the Borrower under this loan and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, contacting the Borrowers, receiving cash / cheques / drafts / mandates from the Borrower and giving valid and effectual receipts and discharge to the Borrower.

## 21. Grievance Redressal

For any grievance or complaint, Borrower(s) may contact Customer Care Representative, or visit nearest Branch of the Bank or may use Complaint Box or Complaint form available at Branch for submitting their complaints. In case grievances remain unresolved, it can be further escalated as per the following matrix

### Level 1: Branch Manager / Phone Banking Number / Customer Care Centre

Contact the Branch Manager at nearest branch office or contact Phone Banking Officer at toll free number 1800-202-5333 or send an email to [customercare@shivalikbank.com](mailto:customercare@shivalikbank.com)

### Level 2: Nodal Officer

If borrower are not satisfied with the response from the Branch/Phone Banking/ Customer Care Center or if no response is received within 7 working days, borrower may call or write to the Nodal Officer at the address and contact details provided below:

Nodal Officer	
<b>Name of Nodal Officer:</b>	<b>Rupesh Tyagi</b>
	Shivalik Small Finance Bank Limited
	2nd Floor, Add India Tower, Plot No. 6A, Sector 125, Noida - 201303
<b>Contact Detail:</b>	0120-4060011
<b>Email ID:</b>	<a href="mailto:grievance@shivalikbank.com">grievance@shivalikbank.com</a>

### Level 3 : Principal Nodal Officer

If borrower are not satisfied with the response received from the Nodal Officer or if you don't receive a response within 7 working days, please escalate the same to the Principal Nodal Officer at the address and contact details provided below:

Principal Nodal Officer	
<b>Name of Principle Nodal Officer:</b>	<b>Jayatri Singh</b>
	Shivalik Small Finance Bank Limited
	2nd Floor, Add India Tower, Plot No. 6A, Sector 125, Noida - 201303
<b>Phone Number:</b>	0120- 4060012
<b>Email ID:</b>	<a href="mailto:pno@shivalikbank.com">pno@shivalikbank.com</a>

The Bank's Principal Nodal Officer will endeavour to resolve the issue to the borrowers satisfaction within 7 working days. In case, the complaint needs more time to examine, the complaint shall be acknowledged by explaining the need for more time to respond.

**Escalation to Integrated Ombudsman:** We would like to inform all our customers that our bank is covered under THE RESERVE BANK - INTEGRATED OMBUDSMAN SCHEME, 2021. If you are not satisfied with the resolution provided by the bank or if your grievance is not redressed within 30 days of submitting your grievance, you may approach Integrated Ombudsman by filing an online complaint at <https://cms.rbi.org.in>

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Complaints may also be submitted through physical mode to the 'Centralized Receipt and Processing Centre' (CRPC) established at Chandigarh

**Address of CRPC:** Centralized Receipt and Processing Centre (CRPC), Reserve Bank of India, Central Vista, Sector 17, Chandigarh – 160017 Email - [crpc@rbi.org.in](mailto:crpc@rbi.org.in) RBI Contact Centre with toll free number – 14448

## 22. Engagement of Recovery Agent

- a. The Borrower acknowledges and agrees that the Bank or its Business Correspondent, at sole discretion of the Bank, may appoint a recovery agent to act on behalf of the Bank in the event of any default by the Borrower in repaying the loan or any outstanding dues. The Bank reserves the right to assign, reassign, or replace the recovery agent without prior notice to the Borrower.
- b. The appointed recovery agent shall have the authority to:
  - i. Collect overdue amounts, including principal, interest, penalties, and other charges, from the Borrower on behalf of the Bank.
  - ii. Negotiate, compromise, or settle any outstanding amounts owed by the Borrower, subject to approval from the Bank.
  - iii. Initiate legal or other actions, including but not limited to repossession of secured assets, in accordance with applicable laws and the terms of this agreement.
- c. The Borrower agrees to cooperate with the recovery agent appointed by the Bank and to provide necessary information or documents requested by the recovery agent to facilitate recovery. The Borrower shall not prevent or obstruct the recovery agent from performing its duties in any manner.
- d. The recovery agent shall follow all applicable laws, rules, and regulations, including guidelines laid down by the Reserve Bank of India (or relevant regulatory authority), in performing recovery activities. The Borrower acknowledges that the Bank and the recovery agent shall maintain confidentiality and follow ethical standards while conducting recovery actions.
- e. All reasonable costs and expenses incurred by the Bank and/or the recovery agent in connection with the recovery process, including legal fees, will be borne by the Borrower and will be added to the outstanding dues.
- f. The Bank reserves the right to transfer or assign its rights and obligations under this clause to any third party, including the recovery agent, without prior notice to the Borrower

23. Bank has ensured appropriate staff behavior by providing them adequate periodical training on their areas of work. Further the Bank has ensured that the Code of Conduct for its staff is in conformity with Board Approved Code of Conduct. Grievances of whatsoever nature can be redressed in the manner provided in the Grievance Redressal System. Moreover measures have been formulated to prevent inappropriate staff behavior.

24. If any dispute arises amongst Parties hereto (i.e., Borrower, Co- Borrower, Guarantor/s and the Bank) either during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding a question, including but not limited to matters relating to default in repayment of principal and interest, enforcement of security, percentage of interest rate, penalty, tenure of the loan, security, repayment, general terms and conditions or its revision from time to time, acceptance or denial of any of the terms and conditions by any Parties and such other relevant matters in connection with or incidental to the operation, implementation or termination of the clauses of this Agreement, the Parties shall endeavor to settle such dispute amicably by discussions.

25. In the case of failure by the Parties to amicably resolve any of the disputes arising out of the Agreement in the manner set out above, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 ("Act") and be conducted and administered through the mode of Online Dispute Resolution by an independent and neutral, third-party institution called "Jupitice Justice Technology Limited" in accordance with rules and regulations as laid down by the Arbitration and Conciliation Act, 1996, and also in conjunction with rules and regulations of "Jupitice Justice Technologies Pvt. Limited" as applicable to fast-track e-arbitration, available on the internet and hosted on the website [arbitration.jupitice.com](http://arbitration.jupitice.com) maintained by "Jupitice Justice Technologies Pvt. Limited." The arbitration tribunal appointed to adjudicate the dispute shall consist of an

independent sole arbitrator appointed in accordance with the Arbitration and Conciliation Act, 1996, and rules of “Jupitice Justice Technologies Pvt. Limited.” The seat of the arbitration proceedings shall be Noida, Uttar Pradesh, India. The place of Arbitration shall be Noida, Uttar Pradesh, India. All arbitration proceedings shall be conducted in the English language, and the procedural law of the arbitration shall be Indian law. The award of the arbitration tribunal shall be final and binding on the parties. Bank will have no direct or indirect influence in the selection of the Arbitrator by Jupitice Justice Technologies Pvt. Limited. The sole arbitrator shall also decide on the costs of the arbitration proceedings. The provisions of this Clause shall survive termination of this Agreement.

**26. Closure of Linked Savings Account and Option to Continue Linked Savings Account**

A. The Borrower hereby irrevocably authorises the Bank, subject to applicable law and regulatory guidelines, to close the Savings Account opened or designated in connection with the Loan (‘Linked Savings Account’) upon full repayment and closure of the Loan Account, unless the Borrower submits a written request to the Bank for continuation of such Savings Account. In the absence of such written request, the Bank shall be entitled to exercise its right of lien and set-off and appropriate any balance lying to the credit of the Linked Savings Account towards adjustment of any outstanding amounts payable by the Borrower to the Bank under the Loan and/or any other facilities or obligations, whether existing, future, actual or contingent.

B. Where the Borrower desires to continue the Linked Savings Account after closure of the Loan Account, the Borrower shall provide a clear and explicit written request to the Bank prior to or at the time of closure of the Loan Account.

Continuation of the Linked Savings Account shall be subject to the Bank’s prevailing policies applicable to deposit accounts, completion of any required documentation, and compliance with applicable laws, rules and regulatory guidelines, including those issued by the Reserve Bank of India. The Bank reserves the right to decline continuation of the account in accordance with such policies and guidelines

27. The Borrower hereby confirms that she/he has understood all the terms and conditions of the credit facilities extended by the Bank to her/him as detailed in this Agreement and hereby undertakes and states that she/he shall be bound by all such terms and meet all her/his obligations arising out of this Agreement. The contents of this agreement were read and explained to the borrower in the vernacular language known to them and they agree and accept to the terms and conditions mentioned herein above

**Asset Classification:**

Pursuant to the Reserve Bank of India vide their Notification on "Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances - Clarifications" dated 12th November 2021, I, the Borrower shall note the following loan classification structure:

Classification	DPD Bucket range	Description
SMA-0	Up to 30 Days	If due date of a loan account is March 31, 2021, and full dues are not received before the day- end process for this date, the date of overdue shall be March 31, 2021 it shall get tagged as SMA-0 on March 31, 2021.
SMA-1	More than 30 Days and up to 60 Days	Continuing from the above, if the account continues to remain overdue, then it shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e., upon completion of 30 days of being continuously overdue.
SMA-2	More than 60 Days and up to 90 Days	Continuing from the above, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021 i.e., upon completion of 60 days of being continuously overdue.
Non Performing Asset (NPA)	More than 90 Days	Continuing from the above, and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021. Once an accounts become NPA i.e., remains continue overdue for 90 days, it will be tagged as NPA till it clears all overdue amount* and its DPD becomes 0. Any partial payments made will not change the NPA status.

\*Overdue amount is Interest due or Principal and Interest due as per the repayment schedule.

## MISCELLANEOUS

1. The Borrower/s' Dues, shall not be revoked or cancelled or affected by the death or insolvency of the Borrower/s or any third party, and Shivalik Bank shall, so long as the whole (or any part) of the Borrower/s' Dues remains outstanding/payable to Shivalik Bank, be entitled to act upon and enforce all of its rights pursuant to, and in accordance with, the Agreement and the Transaction Documents executed by the Borrower/s and/or any other persons to/in favour of Shivalik Bank.
2. In case Shivalik Bank recalls the Facility upon/after the occurrence of an Event of Default, and the Borrower's requests Shivalik Bank to accept part payments of the Borrower/s' Dues and to permit the Borrower/s to continue repaying the Installments in future, Shivalik Bank may entertain/accept such requests upon such further terms and conditions as Shivalik Bank may think fit and proper in its sole discretion. Any decision taken by Shivalik Bank not to allow such request/s of the Borrower/s shall be final and binding on the Borrower/s.
3. The Borrower's shall not assign or transfer all or any of its rights, benefits or obligations under the agreement without the approval of Shivalik Bank. Shivalik Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under the Loan Terms and the other Transaction Documents. Notwithstanding any such assignment or transfer, the Borrower's shall, unless otherwise notified by Shivalik Bank, continue to make all payments under the Agreement to Shivalik Bank and all such payments when made to Shivalik Bank shall constitute a full discharge to the Borrower/s from all its liabilities in respect of such payments.
4. The Loan Agreement and the other Transaction Documents shall (unless otherwise specified in the Application Form or any such Transaction Document) be governed by and construed in accordance with the laws of India.
5. The Borrower(s)' liability for repayment of the Borrower/s' dues shall, in cases where more than one Borrower have jointly applied for the loan, be joint and several. If the Borrower/s is an individual doing business as a sole proprietary concern, the Borrower/s shall be solely responsible for the liabilities of the aforesaid concern and will be personally liable for making repayment / payments of all amounts in respect of the loan to Shivalik Bank.
6. Shivalik Bank has the absolute discretion to amend or supplement any of the Terms and conditions of the loan at any time and will endeavour to give prior notice of fifteen(15) days by email or put up on the website as the case may be for such changes wherever feasible and such amended terms and conditions will thereupon apply to and be binding on the Borrower. Further, the Terms & Conditions shall also be subject to the changes based on guidelines / directives issued by the RBI to banks from time to time.
7. The borrower hereby agrees and confirms that any asset(s) created including but not limited to inventory(s), book debts, outstanding monies, receivables etc, will serve as collateral for the Loan and payment of Interest and charges, These assets will be hypothecated or charged to the Bank to ensure the proper repayment of the Loan

This document, Application and other documents have been explained to the Borrower in the language known to the borrower and the borrower has read and understood the same. Declaration Certified that the above contents were duly explained to the executants in language known to them by the Bank officials, who appear perfectly to understand the same and have signed in the presence of the below mentioned witnesses. The Borrower(s) have affixed their signatures after verifying and understanding the contents of this document, at the end of the Schedule.

**SCHEDULE-II (Loan Details)**

<b>1. Loan Facility</b>	<b>TERM LOAN</b>		
<b>2. Loan Amount</b>			
<b>3. Purpose/End use of loan</b>			
<b>4. Fixed Rate of Interest</b>	_____ % P.A		
<b>5. Tenure of loan</b>			
<b>6. Mode of Repayment</b>	<b>NACH</b>	<b>SI</b>	<b>Others</b>
<b>7. Repayment Start Date</b>			
<b>8. Sanction Letter Date</b>			
<b>9. Overdue charges</b>	<b>12% P.A on Overdue Amount</b>		

**SCHEDULE-II**

<b>DETAILS OF PLACE AND DATE OF EXECUTION</b>		<b>At : _____</b>	
<b>THIS LOAN AGREEMENT</b>		<b>Date : _____</b>	
<b>DETAILS OF THE BORROWER AND ADDRESS</b>	<b>DETAILS OF THE CO-BORROWER AND ADDRESS</b>	<b>DETAILS OF THE CO-BORROWER AND ADDRESS</b>	
<b>Name:</b> _____	<b>Name:</b> _____	<b>Name:</b> _____	
<b>Address:</b> _____	<b>Address:</b> _____	<b>Address:</b> _____	
<b>PIN:</b> _____	<b>PIN:</b> _____	<b>PIN:</b> _____	
<b>PAN:</b> _____	<b>PAN:</b> _____	<b>PAN:</b> _____	
<b>Sign:</b> _____	<b>Sign:</b> _____	<b>Sign:</b> _____	

<p><b>Date :</b></p>  <p><b>Place:</b></p>	<p><b>For Shivalik Small Finance Bank Ltd.</b></p>  <p><b>Authorised Signatory</b></p>
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**Disbursement Request Form**

Date:

Place:

To,

SHIVALIK SMALL FINANCE BANK LIMITED

\_\_\_\_\_ (Branch Name)

Name of Borrower: \_\_\_\_\_

Subject: Request for disbursement for loan Dear Sir/ Madam,

This is with reference to my loan application dated, I undersigned do hereby request you to issue my loan disbursement as per the details given herein below:

<b>Loan Particulars</b>	
Total Loan Amount	Rs.
Processing Fees + GST	Rs.
Documentation Charges + GST	Rs. 413/-
Insurance Charges	Rs.
Net Disbursement to Borrower	Rs.
<b>Details of Disbursement through RTGS/NEFT/ IMPS FUND Transfer</b>	
Beneficiary Name	
Bank Name	
Bank A/C Number	
IFSC Code	
Disbursement Amount	Rs.

Shivalik Small Finance Bank Limited, may deduct any Outstanding/ Advance EMI/PEMI Interest, Processing Fees+GST, or any other charges including applicable taxes/fees, cost and expensed as per the accepted sanction terms and/or other conditions, from the loan amount without any further confirmation from the borrower.

<b>Net Outflow to Borrower</b>		
Disbursement Type	Beneficiary Ac. No.	Disbursed Amt.
One Time		

Signature of Borrower