

Sales Finance Loan Application Form

Application Date **29/09/19** LOS No.



SF

67808000060

FILL ALL FIELDS CAPITAL LETTERS ONLY.

Personal Details

Please tell us about yourself :		New Customer <input checked="" type="checkbox"/>		Existing Customer <input type="checkbox"/>		CD <input type="checkbox"/>		DP <input checked="" type="checkbox"/>		Lifestyle <input type="checkbox"/>		OTHERS <input type="checkbox"/>	
Applicant Name		B H A G I R A T H P R A J A P A T											
Father's/Spouse's Name		R A M L A L P R A J A P A T											
Mother's Name		B H U R I D E V I											
Date Of Birth		01/07/1979		PAN		C N A P P 7 6 6 9 H		Mobile		9 9 2 8 6 3 8 7 0 4			
Email ID		b h a g i r a t h p a n c h w a 4 0 8 6 0 @ g m a i l . c o m											
Account Number		5 0 3 7 0 2 0 1 0 0 1 1 9 3 0											
IFSC Code		U B I N 0 5 5 0 3 7 0		Type of Account		Saving <input checked="" type="checkbox"/> Current <input type="checkbox"/> CC/OD <input type="checkbox"/>		Occupation		SELF-EMPLOYED			
Bank Name		UNION BANK OF INDIA											
Annual Salary / Business Income Rs		3 6 0 0 0 0 . 0 0											
Current Address		A S H O K N A G A R C H A N A D N A B H A K H A R , J O D H P U R											
Present Residence (Tick one)		Owned <input type="checkbox"/> Parents <input checked="" type="checkbox"/> Co Provided <input type="checkbox"/> Rented <input type="checkbox"/>											
Landmark		NEAR SOMANI COLLAGE ROAD NANDANWAN											
Pincode		3 4 2 0 0 8											
City		J O D H P U R State R A J A S T H A N											

Product Details

Dealer Name		M A H A D E V M O B I L E M I N E R W A M R K T											
Dealer Address		SHOP NO 202; GROUND FLOOR MINERWA MARKET MGH ROAD JODHPUR											
S.No	Product Type	Manufacturer	Model	Serial No./ IMEI/Card No.	Loan Amount	Tenure	Advance EMI's	No.Of EMI's	Non-Refundable PF	EMI (in RS)	Mode of Payment of EMI	Rate Of Interest	
1	MOBILE	OPPO	A5S 3GBCPH1909	869905046950473	9990	6	0	6	399.00	1665	ACH	0%	

Add-On

S.No	Product Type	Manufacturer	Description	Serial Number/IMEI/ Card Number	Loan Amount
1	Loyalty Card	AABHAR CARD	AABHAR CARD	201905186831	750

EMI & Cashback

	Product EMI (in RS)	Add-On EMI (in RS)	Total EMI Amount	Total Loan Amount	Promo Code	Login Date	Cashback Amount
Monthly Revised EMI	1665	125	1790	10740	REGULAR	29-Sep-2019	

Charges & Penalty

Particular	Penalty/Charges	Particular	Penalty/Charges
Rate of Default Payment (चूक भुगतान की दर)	2% per annum प्रतिवर्ष	Rate of Prepayment Penalty (पूर्व भुगतान दंड की दर)	Nil / शून्य
Cheque Bounce Charge: (चेक बाउंस शुल्क)	Rs.400/- + Applicable Tax ₹ ४००/- + अनुकूल कर	Late Payment Interest: (विलंब से भुगतान ब्याज)	3% per month on unpaid EMI भुगतान नहीं की गयी ईएमआई पर ३% प्रति माह
Swap Charges (स्वैप शुल्क)	Rs.750/- + Applicable Tax ₹ ७५०/- + अनुकूल कर	SOA Charges: (एसओए शुल्क)	First Time Free; every subsequent request Rs. 200/- पहली बार मुफ्त; इसके बाद प्रत्येक आग्रह पर ₹ २००/-
Stamp Duty and Other Statutory Charges: (स्टाम्प शुल्क और अन्य सांविधिक शुल्क)	As per applicable laws of the State राज्य के लागू कानूनों के अनुसार	Legal Charges: (कानूनी शुल्क)	At Actuals / वास्तविकता पर
Collection Charges: (संग्रह शुल्क)	Rs. 200/- per field visit ₹ २००/- प्रति क्षेत्र दौरा	Loan Cancellation Charges (ऋण रद्दीकरण शुल्क)	Rs 1000/- ₹ १०००/-

Declaration

- I/We declare that I/we am/are citizen of India and all the particulars and information given in this application form are true, correct and complete and no material information has been withheld or suppressed.
- I/We shall advise HDB Financial Services Limited (hereinafter referred to as "HDBFS") in writing of any change in my/our residential or employment/business address.
- I/We authorize HDBFS to conduct such credit checks as it considers necessary in its sole discretion, to make any enquiries with other finance companies/registered credit bureau/other institutions regarding my application and to release such or any other information in its records for the purpose for credit appraisal/sharing for any other purpose. HDBFS reserves the right to retain the photographs and documents submitted with this application and will not return the same to the applicant.
- Payment: No cash/bearer cheque has been collected from me/us upfront towards processing of the loan application. All payments made to HDBFS shall be in the name of "HDB Financial Services Limited" only..
- I/We hereby consent to receiving information from Central CKYC registry through SMS/EMAIL on the above registered number/email address. I/We, hereby give my consent to HDBFS, to obtain my Aadhaar number, Name and Fingerprint / Iris for authentication with UIDAI. HDBFS has informed me that my identity information would only be used for demographic authentication / validation / e-KYC purpose for transaction contemplated herein. HDBFS has also informed that my biometrics will not be stored / shared and will be submitted to CIDR only for the purpose of authentication as required under the UIDAI regulation from time to time.
- I/We consent to receive information / service etc for Marketing purpose through Telephone / Mobile / SMS / Email by HDBFS/its agents.
- I/We understand the Risk Gradation and Interest Rate on a Loan that I have applied for will be based on Loan amount, tenure, down payment, Security/Collateral offered for the Loan, risk parameters, market conditions, cost of funds, loan history with HDB, credit score provided by credit information company, my/our age, income and any other information as may be required for the purpose of credit evaluation. I/We am/are aware the normally applicable Indicative interest rate on loans and other charges are available on the website www.hdbfs.com.
- I/We confirm that the disbursement of the loan by HDBFS to Me/Us pursuant to the execution and submission of this Sales Finance Loan Application Form and the Terms and Conditions of Consumer Durables Product/Digital Product/Lifestyle Product Loan, shall be deemed to amount to acceptance by HDBFS of the request/proposal from Me/us for grant of the loan and shall constitute, without the requirement of further execution of any deed, document, writing or instrument by or between Me/us and/or HDBFS, a valid and binding agreement between HDBFS and Me/us.
- I/We hereby acknowledge and confirm that the loan sanctioned, and/ or any amounts disbursed by HDBFS to Me/Us pursuant to the Sales Finance Loan Application Form shall be governed by and be subject to the terms and conditions as set out in the Declaration cum Terms and Conditions of Consumer Durables Product/Digital Product/Lifestyle Product Loan, attached overleaf, which terms and conditions shall be irrevocable on the part of and binding on, and accepted by me / us.
- I/We hereby consent and voluntarily submit my/ our Aadhaar number/ information/ Aadhar card copy to HDB Financial Services Ltd (HDB) to use my/ our Aadhaar Number/ information/ Aadhar card copy and fetch data from UIDAI for verification. HDB shall use my/ our Aadhaar Number to update all my/ our Loan account(s) with HDB, for KYC purpose and/ or for any other purpose and/ or as may be required by law.
- I/We sign, deliver and confirm that I/We am/are submitting this form after having read and fully understood (and/or being explained to me/us in the language understood by me/us) the Terms and Conditions for availing finance and add on services/ products from HDBFS including those provided in the 'Declaration cum Terms and Conditions of Consumer Durables Product/Digital Product/Lifestyle Product Loan' and 'Terms and Conditions for Add-On Products and Services' and understand that the Sales Finance Loan Application Form and the declarations contained herein shall ipso facto form an integral part of the Declaration cum Terms and Conditions of Consumer Durables Product/Digital Product/Lifestyle Product Loan. I/We confirm that HDBFS can reject my/our application without assigning any reason therefor.



Sign

29-Sep-2019

DECLARATION CUM TERMS AND CONDITIONS OF CONSUMER DURABLE PRODUCT/DIGITAL PRODUCT/LIFESTYLE PRODUCT LOAN

HDB Financial Services Limited ("HDBFS"), a non-banking financial company registered with the Reserve Bank of India ("RBI") has agreed to sanction a Consumer Durable Product/ Digital Product/ Lifestyle Product Loan ("Loan") to you ("Borrower") on the basis of and subject to the terms and conditions set out below. The Sales Finance Loan Application Form ("SFLAF") shall form an integral part of these Declaration cum Terms and Conditions of Consumer Durable Product/Digital Product/Lifestyle Product ("Terms and Conditions"):

1. GRANT OF THE LOAN

- 1.1 At the request of the Borrower, relying upon the representations and warranties made by the Borrower and subject to these Terms and Conditions, HDBFS has agreed to provide the Loan to be utilized by the Borrower solely towards purchase of the consumer durable/digital/lifestyle product(s) set out in the SFLAF ("Product(s)").
- 1.2 The Loan shall be provided only to such persons whom HDBFS in its sole discretion, determines are eligible for the grant of the Loan.
- 1.3 The Loan shall be disbursed by directly making payment of the Loan to the concerned merchant, details of whom are set out in the SFLAF ("Relevant Merchant"), and the disbursement of the Loan by HDBFS to the Relevant Merchant shall be deemed to be a disbursement by HDBFS to the Borrower.
- 1.4 The Borrower acknowledges and agrees that the aforesaid Loan amount is of a non-revolving nature and once used will not once again become available on repayment of the Loan or any part thereof.
- 1.5 HDBFS may at its own discretion and upon Borrower's request, also finance the Borrower for the insurance premium of insurance policy taken by Borrower as per Borrower's own wish from any insurance company of Borrower's choice and as acceptable to HDBFS, which sum(s) shall be added to the principal amount under the Loan and all the terms and conditions shall be additionally applicable thereto. All expenses, charges, fees, taxes etc. as applicable on any such insurance shall be incurred and paid by the Borrower, however in case paid by HDBFS on Borrower's behalf, the Borrower shall reimburse the same to HDBFS within 24 hours of HDBFS' demand. The Borrower shall instruct the insurance company to add HDBFS as loss payee in any such insurance policy.

2. PAYMENT OF PRINCIPAL AND INTEREST

- 2.1 The Borrower hereby agrees to make payment of the principal amount due on the Loan as set out in the SFLAF along with interest computed at the rate set out in the SFLAF ("Interest Rate"), in the form of equated monthly installments ("EMIs") through the tenure of the Loan, which tenure has been explicitly opted by the Borrower and is set out in the SFLAF. It is agreed and understood by the Borrower that the obligation of the Borrower to pay the EMIs is absolute and unconditional and there shall be no amendment to the SFLAF of the EMIs payable to HDBFS unless expressly permitted by HDBFS in writing.
- 2.2 (a) The mode of payment of the EMIs as explicitly opted for by the Borrower, is set out in the SFLAF.
(b) If the Borrower has opted to make payment of the EMIs (i) by way of standing instructions ("SIs"), (ii) through automated clearing house ("ACH"), (iii) electronic clearing system ("ECS"), or (iv) by way of or through any other electronic clearing mandate as allowed by the RBI from time to time then the Borrower shall provide HDBFS with proof of irrevocable SIs or ACH mandates or ECS mandates or such other electronic clearing system mandates given by the Borrower to its bank, as acceptable to HDBFS, for facilitating the payment of the EMIs in respect of the Loan on the relevant due dates. The Borrower undertakes to have and maintain sufficient balance in the account in respect of which the Loan linked SIs/ ACH/ ECS/ any other electronic clearing mandates have been provided for the payment of the EMI, on each of the due dates.
(c) In the event that any of the modes of payments as aforesaid are not available to the Borrower, the Borrower shall be entitled to make payment of the EMIs by way of post-dated cheques ("PDCs") and the Borrower shall provide to HDBFS such number of PDCs drawn in favour of HDBFS as intimated by HDBFS at the time of purchase of the Product and such PDCs shall be mandatorily signed by the Borrower himself for the purposes of payment of the EMIs in respect of the Loan on the relevant due dates. The PDCs issued by the Borrower shall be dated as of each of the due dates and shall be drawn in an amount equal to the EMIs to be made on the relevant due dates.
(d) Notwithstanding anything mentioned in this Clause 2.2 above, and without prejudice to any rights that may be available to HDBFS hereunder or in law, if any SIs or PDC or ECS or ACH mandate or any other electronic clearing mandate, as the case may be, provided by the Borrower is not honoured on the relevant due date for any reason whatsoever, without prejudice to the rights available to HDBFS hereunder or under applicable laws, HDBFS may at its discretion, choose to direct the Borrower to make payment of its EMIs by way of cash payments in respect of the Loan.
- 2.3 The Borrower hereby agrees, acknowledges and confirms that he/she has agreed to issue the said PDCs / SIs/ ACH/ ECS/ other electronic or clearing mandate voluntarily in discharge of the debt owed him/her to HDBFS in respect of the Loan and that the same were not intended to be and have not been issued as and by way of a security for any purpose whatsoever. The Borrower hereby confirms that he/she is aware of the fact that any dishonor of any of the PDCs / SIs/ACH/ ECS/ other electronic or clearing mandate so issued would constitute an offence under section 138 of the Negotiable Instruments Act, 1881 and HDBFS may take such action against his/her as may be advised.
- 2.4 **Without prejudice to the rights of HDBFS hereunder and in law, in case of delay in payment of an EMI or default by reason of the PDCs / SIs/ ACH/ ECS/ any other electronic or other clearing mandate being dishonored on any due date, the Borrower shall be required to make payment of default interest at the rate set out in the SFLAF, over and above the applicable Interest Rate**

- 2.5 The Borrower shall be entitled to make prepayment of the principal amount (either in part or in full) due on the Loan, subject to payment of prepayment charges as set out in the SFLAF. The prepayment charges shall be payable over and above any other amounts payable by the Borrower under the terms hereof.
- 2.6 HDBFS shall have the right to vary the Interest Rate from time to time, at its sole discretion or as per the guidelines/rules/regulations issued by the RBI. In the event that the Interest Rate is varied, HDBFS shall furnish to the Borrower a revised computation of the EMIs and the Borrower undertakes to pay the EMIs as recalculated by HDBFS to adjust for the change in Interest Rate.
- 2.7 Notwithstanding anything to the contrary contained herein, the Borrower acknowledges and agrees that HDBFS may in its sole and absolute discretion and without assigning any reason thereof make a demand on the Borrower at any time to forthwith repay all or part of the amounts outstanding in relation to the Loan, including the principal amount of the Loan and interest, if any accrued thereon, and the Borrower shall be bound to forthwith and in any event not later than 48 hours of HDBFS making such demand make payment of such amounts demanded without any delay and demur.
- 2.8 If after the Loan is disbursed, the transaction for the purchase of the Product for which Loan has been utilized is cancelled, either by the Borrower or the Relevant Merchant, HDBFS in its sole discretion shall have to right to either (i) make a demand on the Borrower to forthwith repay all the amounts outstanding in relation to the Loan, including the principal amount of the Loan and interest, if any accrued thereon; or (ii) permit the Borrower to continue making payment of the EMIs as per the SFLAF. In any event, the cancellation of the transaction shall not affect the obligations of the Borrower to make payment of the balance EMIs. The Borrower further agrees that the amounts already paid towards interest and/or principal on the Loan shall not be reversed or repaid by HDBFS to the Borrower. For the purposes of these Terms and Conditions and the Loan and the loan granted to the Borrower hereunder, the processing office of HDBFS shall be deemed to be its Chennai branch, located at New No:128/4F Old No: Door No 53 A, 4th Floor Greaves Road, M N Office Complex Chennai 600006.
- 2.9 Any payments made by/on behalf of/ for the Borrower or any realisations in relation to the Loan, security, shall be appropriated towards the outstanding balance in respect of the Loan and/ or Liabilities (as defined hereinafter) in the following order: (a) Firstly, towards costs and expenses incurred by HDBFS; (b) Secondly, towards any charges, commissions, fees, taxes, levies (wherever applicable); (c) Thirdly, towards additional/default interest; (d) Fourthly, towards interest; (e) Fifthly, towards principal amount(s). Any statement of account furnished by HDBFS shall be accepted by and be binding on the Borrower and shall be conclusive proof of the correctness of the amounts mentioned therein except for any manifest error therein.

3. OTHER PAYMENTS

- 3.1 The Borrower hereby agrees to make payment of all the fees and charges specified in the SFLAF (along with any taxes applicable thereto including, without limitation, service tax, goods and services tax (once applicable) and any other similar taxes).
- 3.2 The Borrower shall bear and pay all costs, expenses, fees, taxes (as applicable from time to time), duties (including stamp duties), charges and other imposts and obligations, existing as well as future, which may become payable by HDBFS in respect of the Loan, including without limitation (a) the execution of any documentation in relation to the Loan, (b) the servicing and administration of the Loan; and (c) the enforcement of the HDBFS's rights in respect of the Loan.
- 3.3 In the event of the occurrence of an Event of Default, in relation to the Loan, the Borrower shall be required to make payment of additional interest as provided in the SFLAF compounded monthly, calculated on the amounts outstanding, up to the earlier of: (a) the date such Event of Default is cured or (b) all amounts outstanding from the Borrower are repaid to HDBFS.

4. REPRESENTATIONS AND WARRANTIES

- 4.1 The Borrower hereby represents and warrants on the date of these presents and thereon on each day during the continuance of the Loan that: (a) The Borrower is a citizen of India and is a person resident in India for all purposes under applicable law; (b) All information set out in these presents and furnished to HDBFS in connection with the Loan, whether through physical or electronic means, is true and correct, and is not false or misleading in any manner; (c) The Borrower is competent to contract under law and the Borrower availing of the Loan and performing the transactions contemplated by these presents and the obligations set out herein do not and will not conflict with any law or regulation or judicial order applicable to the Borrower or any agreement or document to which the Borrower is a party or which is binding upon it or any of its assets; (d) No steps have been taken or legal proceedings been started at the time of disbursement of the Loan with respect to the voluntary or involuntary bankruptcy of the Borrower or for the appointment of a receiver, administrator, trustee or similar officer of the Borrower or of any or all of the Borrower's assets or revenues; (e) the obligations undertaken by the Borrower under these Terms and Conditions are valid, binding and enforceable; (f) there is no suit, action or proceedings against the Borrower pending before any court of law or authority, which might affect the Borrower's liability to perform its obligations hereunder; (g) That no Event of Default or Material Adverse Effect has occurred, is continuing or might reasonably be expected to result from the execution of these Terms and Conditions and/ or obtaining the Loan; and (h) the Borrower is in compliance with all applicable laws, and not subject to any liability by reason of non-compliance with such applicable laws.
- 4.2 The details of the Product and the amounts set out in the invoice issued by the Relevant Merchant for the Product and countersigned by the Borrower, a copy of which is annexed hereto, are correct and have not been and will not be disputed by the Borrower.

DECLARATION CUM TERMS AND CONDITIONS OF CONSUMER DURABLE PRODUCT/DIGITAL PRODUCT/LIFESTYLE PRODUCT LOAN

<p>4.3 Notwithstanding that the Product may be lost, stolen, damaged, defective or destroyed due to any reason including force majeure and/or by the act of either the merchant and/or Borrower and/or any other third party, whether while being delivered to the Borrower or thereafter, once the Loan has been disbursed by HDBFS, the obligations of the Borrower to continue making payment of the EMIs and to repay the Loan shall continue unaffected. However, on case to case basis, HDBFS at its sole discretion shall have a right to call upon the Borrower to pay all the dues pertaining to the Loan (including principal amount, interest and charges, etc.) forthwith.</p> <p>5. SECURITY</p> <p>5.1 The principal amount of the Loan, interest payable thereon, default interest, additional penal charges, fees, expenses and all other amounts payable in relation to the Loan by the Borrower to HDBFS hereunder shall be secured by the Product over which HDBFS shall have first and exclusive charge.</p> <p>5.2 The demand promissory note ("DPN"), if any, given/ to be given by the Borrower in favor of HDBFS shall be enforceable for the repayment of the entire principal amount of the Loan and the interest payable thereon by the Borrower to HDBFS, notwithstanding any amount being repaid in relation to the Loan by the Borrower from time to time or the amount payable in respect of the Loan being reduced for any reason. Further, in case of death of the Borrower, the DPN given by the Borrower shall be invoked against his/ her legal heir/s, executors and/or administrators.</p> <p>6. EVENTS OF DEFAULT</p> <p>6.1 An Event of Default shall have occurred upon the happening of any event or circumstances mentioned hereunder: (a) The Borrower does not pay, on any due date, any amount payable in accordance with these Terms and Conditions; (b) If any SI or ECS or PDC or ACH mandate or any other electronic clearing mandate, as the case maybe, that is provided by the Borrower is not honored on the relevant due date for any reason whatsoever; (c) If any litigation, arbitration or administrative proceedings are filed against the Borrower which proceedings may in the sole opinion of HDBFS adversely affect the interests of HDBFS; (d) If the Borrower dies or is declared insolvent and if any action or other procedure or step is taken/ initiated (including the making of an application, serving of a demand notice, the presentation of a petition, the filing or service of a notice or the initiation of an insolvency resolution process under the Insolvency and Bankruptcy Code, 2016 (IBC)) against the Borrower or any demand notice is issued against the Borrower by any Person/ authority, for his insolvency, or the Borrower becomes subject to any proceeding (whether legal or otherwise) whatsoever for his insolvency or if a receiver, administrator, insolvency resolution professional, liquidator, supervisor, trustee or any such authority or person is appointed for the whole or part of his assets, properties of the Borrower under applicable law, including under the IBC or any other insolvency law or if the Borrower enters into any compromise, assignment or arrangement with any of its creditors or if the Borrower himself initiates any step towards any similar action as described hereinabove or if a moratorium or other protection from its creditors is declared or imposed under any applicable law on the Borrower; (e) If any representations and/or warranties contained in these presents are found to be untrue, misleading or incorrect, when made or deemed to be made; (f) If the Borrower is unable to meet any of its obligations when due to HDBFS or any other bank, financial institution or other lender; (g) There exists any circumstances which in the opinion of HDBFS jeopardizes HDBFS interest or security over the Product; (h) Any breach of the terms and conditions contained in these presents; (i) If the Borrower becomes of unsound mind or is affected by any other disability which affects the ability of the Borrower to satisfy his obligations hereunder; and/or (f) If the Borrower is unable to or has admitted in writing his inability to pay any of his indebtedness incurred from any of its lenders as they mature or when due and/ or suspends making payments on any of his debts by reason of actual or anticipated financial difficulties and (j) If any event/circumstance or any series of events/ circumstances occur, which in the sole opinion of the Company, might have a material adverse effect on the Borrower or his business.</p> <p>6.2 Upon the occurrence of an Event of Default, all amounts due in respect of the Loan shall forthwith become due and payable to HDBFS, without any notice to the Borrower. The Borrower undertakes to forthwith surrender to HDBFS or its representatives the Product(s), financed by HDBFS (or any other product of such value as approved by HDBFS which would satisfy the dues of HDBFS) and HDBFS, on behalf of Borrower, shall be entitled to take possession (actual or constructive) of the same and thereafter dispose of the same and adjust the proceeds against the amounts outstanding in relation to the Loan. If there is any deficit, the same shall be made good to HDBFS by the Borrower. Without prejudice to the generality of the foregoing and in addition thereto, HDBFS shall also be entitled to encash the PDCs / ECS/ ACH / SIs or any other electronic or other clearing mandate as provided by the Borrower until all the amounts outstanding in relation to the Loan are fully repaid.</p> <p>6.3 Without prejudice to the generality of the foregoing and in addition thereto, upon the occurrence of an Event of Default, the Borrower shall be required to make payment of default interest at the rate set out in the SFLAF hereto from the date of occurrence of such Event of Default up to the when all amounts outstanding from the Borrower are repaid to HDBFS</p> <p>6.4 If an Event of Default has occurred on account of a PDC / ECS/ACH / SIs or any other electronic or other clearing mandate as provided by the Borrower being dishonored, then HDBFS shall have the right to initiate legal proceedings under Section 138 of the Negotiable Instruments Act, 1881 against the Borrower.</p> <p>7. NOTICE</p> <p>7.1 All notices, approvals, instructions, demand and other communication given or made under these presents shall be in writing and may, subject to Clause (Notices) hereof, be given by facsimile, by personal delivery or by sending the same by pre-paid registered mail, if to the Borrower at his address or fax number as provided for in the SFLAF (or such other address or fax number as the Borrower has by 5 (Five) days' prior written</p>	<p>Notice specified to HDBFS) and if to HDBFS at its Branch Address as provided in the SFLAF.</p> <p>7.2 Any notice, approval, instruction, demand or other communication so addressed to the Borrower shall be deemed to have been delivered (a) if given or made by registered mail, 3 (three) days after posting; (b) if given by personal delivery at the time of delivery; and (c) if given or made by facsimile, upon receipt of a transmission report confirming dispatch. Provided that facsimile transmission shall be immediately on the same day followed by a copy of the notice by a reputable overnight courier. Any notice or communication so addressed to HDBFS shall be deemed to have been delivered only upon receipt by HDBFS.</p> <p>8. GOVERNING LAW AND ARBITRATION</p> <p>8.1 The validity, interpretation, implementation and resolution of disputes arising out of or in connection with the Loan and these Terms and Conditions shall be governed by the laws of India.</p> <p>9. DISPUTE RESOLUTION</p> <p>(a) Subject to sub-clauses (g) and (h) below, any dispute or disagreement arising out of or in connection with the Loan and these Terms and Conditions ("Dispute") shall be submitted to arbitration and shall be finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996, with a sole arbitrator ("Arbitrator") to be appointed by HDBFS.</p> <p>(b) The place of arbitration shall be Chennai, India and the arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and each of the Borrower irrevocably waive any objection it may have now or in the future to the laying of the venue of such arbitration proceedings and any claim that any such proceedings has/ have been brought in an inconvenient forum.</p> <p>(c) The language of the arbitration proceedings shall be English.</p> <p>(d) The award, including interim award(s) of the Arbitrator shall be final, conclusive and binding on all the parties concerned.</p> <p>(e) Unless otherwise determined by the arbitrator, the costs and expenses of the arbitration, including, without limitation, the fees of the arbitrator, shall be borne by the Borrower. If HDBFS is required to enforce an arbitral award by initiating a legal action or proceedings of any kind, then the party against whom such legal action or proceedings are taken/ initiated shall pay all reasonable costs and expenses including inter alia, the attorney fees, cost of additional litigation or any other action as deemed necessary by HDBFS under applicable law.</p> <p>(f) It is clarified that HDBFS shall, at its discretion, be entitled to consolidate and combine any arbitral or other legal proceedings initiated or proposed to be initiated under these Terms and Conditions with any arbitral or other legal proceeding initiated or proposed to be initiated under one or more of the other Documents.</p> <p>(g) With reference to all or any matters referable/ capable of being referred to/ being instituted in courts and tribunals pursuant to or in relation to the process of arbitration as set out in sub-clauses (a) to (f) above, each party submits itself to the jurisdiction of the courts and tribunals at Chennai, India.</p> <p>(h) Notwithstanding anything to the contrary contained hereinabove, with reference to all or any other matters which are not arbitrable/ capable of being arbitrated in the manner set out hereinabove and are required to be referred to/ be instituted in courts and tribunals, each Party submits itself to the jurisdiction of the courts and tribunals at Chennai, India.</p> <p>(i) Notwithstanding what has been stated in sub-clauses (g) and (h) above, the Borrower acknowledge and agree that HDBFS may, however, in its absolute discretion, commence any legal action or proceedings arising out of these Terms and Conditions against the Borrower in a court, tribunal or any other appropriate forum situated in any other part of India and each of the Borrower irrevocably submit to and accept for itself and in respect of each of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Borrower irrevocably waive any objection it may have now or in the future to the laying of the venue of any legal action or proceedings and any claim that any such legal action or proceedings has/ have been brought in an inconvenient forum.</p> <p>(j) Subject to applicable law, nothing contained herein shall be construed as extinguishing, limiting or ousting the rights prejudicing any action undertaken by HDBFS and/ or the remedies of/ available to HDBFS, if available now or in the future as against the Borrower under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and/or the Insolvency and Bankruptcy Code, 2016 and the rules and regulations framed thereunder, and HDBFS shall stand absolutely entitled to exercise such rights/remedies thereunder irrespective of the initiation, pendency, or continuation of any other arbitral or other legal action or proceedings</p>
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DECLARATION CUM TERMS AND CONDITIONS OF CONSUMER DURABLE PRODUCT/DIGITAL PRODUCT/LIFESTYLE PRODUCT LOAN

(k) Notwithstanding anything to the contrary contained hereinabove, in the event that HDBFS, as a result of a change in Applicable Law or otherwise, becomes entitled to recover the dues owed to it or be treated as a 'financial institution' under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 ("RDBFI Act") and to exercise rights/remedies thereunder, the Borrower hereby expressly agree and consent that HDBFS shall be entitled to exercise the rights and remedies available to HDBFS under the RDBFI Act including to recover the outstanding amounts/ dues from the Borrower or any other Persons, by filing proceedings with any of the debt recovery tribunals constituted thereunder. In addition, the Parties agree that in the event that HDBFS is empowered to exercise rights and powers under the provisions of the DRT Act as aforesaid, the provisions of sub-clauses (a) to (f) above and the agreement to arbitrate as between HDBFS and the Borrower, shall, at the option of HDBFS, cease to have effect. In addition, the Parties agree that in the event that HDBFS is empowered to exercise rights and powers under the provisions of the DRT Act as aforesaid, the provisions of sub-clauses (a) to (f) above and the agreement to arbitrate as between HDBFS and the Borrower, shall, at the option of HDBFS, cease to have effect.

(l) The provisions of the Clause 8 above and this Clause 9, shall survive the termination of these Terms and Conditions.

10. DISCLOSURE OF INFORMATION

10.1 The Borrower, hereby agrees and gives consent for the disclosure by HDBFS of all or any such information and data relating to the Borrower, any credit facility availed of/to be availed, by him/her, and default, if any, committed by him/her, in discharge of his/her obligation, as HDBFS may deem appropriate and necessary, to the following persons or entities who may use, process the said information and data disclosed by HDBFS in the manner as deemed fit by them:

- (a) HDBFS' employees, agents, contractors, insurance providers or third party service providers or professional advisers whether in India or outside India;
- (b) HDBFS' head office, branches, representative offices, subsidiaries, related corporations or affiliates or group companies, in India, or overseas;
- (c) the RBI or any Credit Information Company and/ or any other agency authorized in this behalf by the RBI or any regulatory, supervisory or other authority, court of law, tribunal or person, in India or any other jurisdiction, where such disclosure is required by law, regulation, judgment or order of court or order of any tribunal;
- (d) any actual or potential assignee(s) or novatee(s) or transferee(s) of any rights and obligations of HDBFS or other participants in any of its rights and/or obligations under these presents for any purposes connected with the proposed assignment or transfer;
- (e) Any other bank/ banking company, non-banking financial company, housing finance company or any other financial institution whether incorporated in India or not.

10.2 The Borrower further acknowledges and agrees that:

- (a) The aforesaid recipient Credit Information Company or any other agency may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf;
- (b) Any of the recipients of the information specified in Clause 10.1 (a) and (b) (Disclosure of Information) above may utilize the Borrower's information (including the contact information) to inform and market to the Borrower any other products and services offered by HDBFS and the Borrower hereby expressly requests and solicits such communications; and
- (c) HDBFS and / or the RBI will have an unqualified right to disclose or publish the name of the Borrower as a willful defaulter in such manner and through such medium as HDBFS or the RBI in its absolute discretion may think fit.

11. MISCELLANEOUS

- 11.1 HDBFS does not hold any warranty or make any representation with respect to the availability, delivery, quality, merchantability or suitability of the Products and HDBFS shall not be liable for the same in any manner whatsoever.
- 11.2 HDBFS reserves the right to revise the terms and conditions set above which revisions shall take effect immediately on the Borrower being notified of the same
- 11.3 The Borrower acknowledges and confirms that HDBFS shall be entitled to receive fees from the Relevant Merchant, whether in the form of subvention fees or otherwise, in respect of the Product(s) sold by the Relevant Merchant to the Borrower and the Borrower hereby states that it has no-objection towards the payment of any such fees by the Relevant Merchant to HDBFS.
- 11.4 The Borrower shall not be entitled to any increase in the principal amount of the Loan either by reason of any increase in the purchase price of the Product or for any other reasons. However, in the event of any decrease in the purchase price of the Product, HDBFS may in its discretion reduce the principal amount of the Loan by way of a written communication to the Borrower.
- 11.5 The Borrower expressly understands that the terms and conditions set out herein are those applicable to a financing transaction and give rise to a relationship of debtor and creditor as between the Borrower and HDBFS and are not in respect of any service rendered/ to be rendered by HDBFS. Accordingly, the provisions of the Consumer Protection Act, 1986 shall not apply.

11.6 The Borrower shall:

- (a) not use the Product for unlawful or anti-social purposes or to purchase jewellery or any other products the purchase of which is not eligible for finance by HDBFS
- (b) not to remove the Product from the state where the Product is purchased without the written consent of HDBFS;
- (c) do all such things and execute all such writings as HDBFS may require from time to time for duly or more perfectly securing the Loan, interest, additional penal charges, fees, expenses and all other amounts payable in relation to the Loan;

11.7 Any statement of accounts furnished by HDBFS regarding the balance amount due and payable by the Borrower in relation to the Loan shall be accepted by and be binding on the Borrower and shall be conclusive proof of the correctness of the amounts mentioned therein.

11.8 Set-off and Lien: Notwithstanding anything to the contrary in these presents or any other document/arrangement: (i) in respect of all and any of Borrower's present and future liabilities ("Liabilities") to HDBFS, its affiliates, group entities, associate entities, parent, subsidiaries, any of their branches (collectively "Relevant Entities"), each of HDBFS and the Relevant Entities shall in addition to any general lien or similar right to which any of them may be entitled by law, practice, custom or otherwise, have a specific and special lien on all the Borrower's present and future stocks, shares, securities, property, book debts, all moneys in all accounts whether current, savings, overdraft, fixed or other deposits, held with or in custody, legal or constructive, with HDBFS and/or any Relevant Entities, now or in future and (ii) separately, each of HDBFS and the Relevant Entities shall have an express right to, without notice to and without consent of the Borrower, set-off, transfer, sell, realize, adjust, appropriate all such amounts in all accounts (whether prematurely or upon maturity as per the Bank's discretion), securities, amounts and property as aforesaid (whether ear-marked for any particular Liability or not) for the purpose of realizing or against any of dues in respect of any of the Liabilities.

11.9 The Borrower agrees and undertakes that he/ she shall not be entitled to transfer or assign any of his/her rights or obligations under these presents to any person. The Borrower further agrees that HDBFS may at any time transfer, assign, securitize or novate its rights, benefits or obligations under these Terms and Conditions to any person and the Borrower hereby expressly consents to any such assignment, transfer and novation.

11.10 Borrower shall make good to, and save, defend and hold harmless HDBFS, 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 HDBFS as a result of any suit, investigation, etc., any other matter for any reason.

11.11 HDBFS shall be entitled at its discretion to engage/ avail of, at the risk and cost of the Borrower, services of any person/third party service provider/agent/agency, for anything required to be done for/ in relation to/ pursuant to the Loan, including collections, recovery of dues, enforcement of security, getting or verifying any information of the Borrower/ assets, and any necessary or incidental lawful acts/ deeds/ matters and things connected thereto, as HDBFS may deem fit.

11.12 The provisions of these presents shall be severable and any provision hereof prohibited by any law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

11.13 The Borrower also acknowledges that the execution of these Terms and Conditions would be complete only once the same is accepted by HDBFS. HDBFS also does not require to sign these Terms and Conditions in any physical form. HDBFS shall be deemed to have accepted this document by way of disbursing the Loan to the Borrower and upon disbursement of the Loan, the SLAF read together with these Terms and Conditions shall constitute a valid and binding agreement between the Borrower and HDBFS.

DECLARATION

Signed and delivered by/for and on behalf of the Borrower in token of and in witness of having read (and/ or being explained to the Borrower in the language understood by the Borrower), verified, understood, irrevocably agreed to, accepted, confirmed and declared all the clauses viz 1 to 11.13 on all the pages nos 2 to 4 of the 'DECLARATION CUM TERMS AND CONDITIONS OF LOAN AGREEMENT' document, Sales Finance Loan Application Form, all contents thereof including all the terms and conditions therein and authenticated accuracy and correctness of the same."

घोषणा

उधारकर्ता (बॉरोअर) की ओर से, उसके द्वारा/उसके लिए, हस्ताक्षरित और वितरित किये जाने की पुष्टि और पढ़ लिए जाने (और/ या उधारकर्ता द्वारा समझी जाने वाली भाषा में उधारकर्ता को समझाए जाने) के गवाह के रूप में, लोन एप्लीमेंट के नियम व शर्तों और घोषणा पत्र के अनुच्छेद १-११.१३ के पेज नंबर २ से ४ पर दिए सभी खंडों सहित सेल्ज फाइनेन्स लोन एप्लीकेशन फॉर्म, निहित नियम व शर्तों सहित सम्बंधित सारी सामग्री और प्रमाणित सटीकता और उसकी शुद्धता को सत्यापित, स्पष्ट, अपरिवर्तनीय रूप से सहमति-सम्मत, स्वीकृत, पुष्टि एवं घोषित किया हुआ

Signature

(Borrower)

Borrower Name:

BHAGIRATH PRAJAPAT

TERMS & CONDITIONS FOR ADD-ON PRODUCTS AND SERVICES**Add On Product 1 -Aabhar Card**

The Sealed packet carrying the Aabhar Card would be opened in Customers presence. This card would be linked to Customer's Personal Name and hence cannot be used or transferred to anyone else. In case of any misuse, transfer to third party and default in payment of existing or future loan payment to HDB Financial Services Limited (HDBFS), the Aabhar card shall be disabled by HDBFS without any intimation to Customer.

Aabhar Card is the sole property of HDBFS and hence to be returned to HDBFS if found to be misused.

AAabhar Card is just a facility for the Future Loan Approval Process with HDBFS but it does not guarantee any specific Pre-approved Loan Amount. The Loan Amount Approval and Sanction will be at the sole discretion of HDBFS only and Customer shall not raise any objection to the final decision of HDBFS.

Declaration

I/We sign, deliver and confirm that I/We have read and fully understood (and/or being explained in language understood by me) the contents of the Terms and Conditions for availing add on services/ products from HDBFS as set out hereinabove. I/We confirm that HDBFS can reject application without assigning any reason.

घोषणा

मैं / हम हस्ताक्षर करते हैं, वितरित करते हैं और पुष्टि करते हैं कि मैंने / हमने पढ़ा है और पूरी तरह से समझ लिया है (और / या मेरे द्वारा समझी जाने वाली भाषा में समझा जा रहा है) HDBFS से सेवाओं / उत्पादों को जोड़ने के लिए नियम और शर्तों की सामग्री यहां बताए अनुसार निर्धारित की गई है। मैं / हम पुष्टि करते हैं कि HDBFS बिना किसी कारण बताए आवेदन को अस्वीकार कर सकता है।

Mr. / MS./ M/S
Borrower

BHAGIRATH PRAJAPAT

Signature
Borrower

