

Business Installment Loan (BIL)/ Doctors Loan (DL) Documentation

Borrower Name:

Relationship Manager Name:

Branch:

Date of Execution:

INDEX

Particulars	Details	To be executed for	To be stamped
MII Form	Most Important Information Acknowledgment Form	All Cases	Yes
Standard Terms and Conditions	Terms and conditions accepted by the Borrower	All Cases	Yes
Most Important Terms & Conditions	Terms and conditions accepted by the Borrower	All Cases	No
Request for Disbursal	Borrower's request for disbursement	All Cases	No
Declaration for signing in vernacular language	Confirmation by the Borrower regarding understanding the terms & conditions of the Agreement where the Borrower\is not conversant with English Language	As Applicable	No
DAS Form	In case the payment is to be made to ABCL through Deduction at Source	Only ABC Employees	No
Cheque Submission Form	Record of PDCs submitted	As Applicable	No
Key Facts Statement	Key facts of the loan agreement in standardised RBI Format	All Cases	No

MOST IMPORTANT INFORMATION

Attention : Please read carefully before signing

ACKNOWLEDGEMENT FORM

CUSTOMER COPY

APP ID #

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(For Office Use Only)

I/We refer to final application form No. _____ Dated _____ submitted by me/us to Aditya Birla Capital Limited. I/We have been provided the following information and I/we have read and understood the following information and agree with the same and have accordingly filled up the aforesaid application form.

Nature of Facility	Personal Power
Type of Facility	<input type="checkbox"/> Term Loan <input type="checkbox"/> Flexi Loan (tick as applicable)
Facility Amount Not Exceeding	
Amount ¹ of each Instalment	
No. of Monthly Instalments	
First Instalment Date	
Due Dates for Instalments	_____ day of each month
Rate of Interest	_____ per annum (p.a.)
Processing Fees (non-refundable)	Rs. _____ + Taxes as applicable
Credit Administration Charges	Rs. _____ + Taxes as applicable
Stamp Duty Charges (non-refundable)	As per State Stamp Act
Cheque Bounce Charges & Late Payment fee	As mentioned in the Schedule of Charges
Prepayment/Foreclosure charges	As mentioned in the Schedule of Charges
Advance EMI	

¹For Flexi Loan – the amount of each installment shall vary, it shall be calculated as per the amount withdrawn from the approved Loan limit.

²BPI will be deducted along with First EMI – Please refer welcome letter received on your registered e-mail I'd for exact amount of First EMI.

I/We acknowledge that:

- I hereby acknowledge receipt of copy of Most Important Information, Standard Terms & Conditions and Most Important Terms & Conditions.
- I/We have not made any payment in cash/bearer cheque or kind along with or in connection with this application form.
- I/We are aware of the fact that it is not mandatory for Aditya Birla Capital Limited to inform either in advance or subsequently of the levy of any charges and/or change in the levy or introduction of such levy.
- Aditya Birla Capital Limited is entitled to add, to delete, to recall the Loan in event of default without any notice or modify any of the aforesaid terms and conditions and the same shall be binding on me/us.
- In the event of any change of address for communication, any change in job, profession by me or my co-borrower, the same should be intimated to Aditya Birla Capital Limited, one month in advance.

****Interest on the Personal Power loan shall accrue from the date on which the disbursal has been effected in the loan account and accordingly the computation of the first EMI shall be calculated only for the actual number of days remaining for the due date of first instalment. ABCL shall charge and collect BPI (Broken Period Interest). This will be deducted along with First EMI – Please refer welcome letter received on your registered e-mail I'd for exact amount of First EMI. For rest of the instalments the entire period of 30 days based on a pre drawn schedule shall be taken into consideration. The disbursement of the Personal Power loan will be done by issuing the disbursement Pay order I Demand draft or otherwise Without the Bank concerning itself with the receipt of such disbursement by the Beneficiary/ Recipient and also with the realisation of such payment order I Demand draft or the time taken In such realization. The interest will be calculated on a daily basis and will be applicable on the outstanding balance or the utilized Loan limit amount. *All loans are at the sole discretion of Aditya Birla Capital Limited. I/we have read and understood terms & conditions regarding non-disbursement of the Loan on account of non-fulfilment of the documents/formalities as required by Aditya Birla Capital Limited and agree with the same.**

Name of Applicant(s)		
Sign	Date	Location
Name of Co-applicant(s)		
Sign	Date	Location

SCHEDULE OF CHARGES

Type of Charges	BUSINESS INSTALLMENT LOAN (BIL) / DOCTORS LOAN (DL) (GST shall be levied wherever applicable)
Penal charges (charges levied for non-payment of dues)	3% p.m. (36% p.a.) on the overdue amount for the delayed period
Penal charges for non-compliance with material terms and conditions (covenants / stipulated conditions) mentioned in the Sanction Letter/ Loan Agreement, wherever applicable	2% p.a. on the outstanding loan amount till the date of compliance
Penal charges-Cheque return/bounce charges/ ECS/SI/NACH failure charges	Rs. 1,000 per instance
Processing fees	Upto 2.75% of the loan sanctioned amount (Non-refundable)
Penal charges-Mandate Cancellation Charges (One-time levied in case customer cancels an active mandate instruction for recurring repayment(s) and no new mandate is registered)	Rs. 450
Cheque Re-issuance charges	Rs. 500 per instance
Loan cancellation charges	Rs. 2,000 - Cancellation allowed within 7 days from the date of disbursal - The applicable processing fee to be retained before reversing the funds
Statement of Account/ Repayment Schedule/ any other document/statement	For Physical copy Rs. 500 per request
Duplicate No Due Certificate issuance charges	Rs. 1,000 per instance
No-Objection Certificate issuance charges	Rs. 500 per instance
Charge For Exchanging PDCs, Security Cheques (Per Set) / ECS / NACH re-registration charges	Rs. 750 per instance
EMI cycle change date	Rs. 750 per instance Note: Interest accrued (from original EMI date to revised EMI date), if any, on account of EMI date change shall be applicable and payable upfront over and above the EMI change date charges
Loan Re-schedulement charges (on request from applicants, approval To be at sole discretion of ABCL)	Rs. 7,500 per instance
Annual Maintenance Charges	For Flexi Loan: Upto 0.50% on total withdrawable amount irrespective of utilisation on the date of levy of such charges
Stamp Duty	As per actuals, where applicable
Legal and other statutory charges	As per actual, wherever applicable
Filing Financial information with Information Utility (NeSL)	As per actual, wherever applicable
Insurance Premium	As per actuals, where applicable
Foreclosure charges	For Term Loan: Upto 4% of the Principal outstanding For Flexi Loan: Upto 4% of the withdrawable amount Foreclosure is allowed only after 12 months from the date of Loan disbursal
Part Pre-payment charges	For Term Loan: Upto 4% of the part pre-payment amount, subject to following: Total of 20% of the Principal outstanding will be allowed for part pre-payment twice during the tenor of loan Part pre-payment amount shall be equal to or greater than total of 3 EMIs No pre-payment shall be allowed in first 12 months from the date of disbursement For Flexi Loan: No charges for part pre-payments through mobile app/portal Part pre-payment of loan facility toward limit reduction is not available Part prepayment charges shall not be levied in the cases of floating rate term loan sanctioned, for purposes other than business, to individual borrowers with or without co-obligant(s).

STANDARD TERMS AND CONDITIONS

THE STANDARD TERMS AND CONDITIONS set out herein (the "Standard Terms") shall be applicable to the Term Loan/ Flexi Loan provided/ to be provided by Aditya Birla Capital Limited ("ABCL") to the Borrower(s).

1. Upon the representation and information provided by the Borrower(s) in the application for the loan made to ABCL, ABCL hereby agrees to lend to the Borrower(s) the sum specified in the Most Important Information section of this document for the personal/business requirements of the Borrower(s), which shall hereinafter be referred to as the 'Loan'.
2. The ABCL shall have the right to recall the Loan at any time at its discretion, without assigning any reasons for such recall, and upon such recall, the Loan and all other amounts stipulated by the ABCL shall be payable forthwith.
3. The Borrower(s) shall be liable for all amounts due and all costs, duties, levies etc. Incurred in enforcing this Standard Terms or in undertaking any recovery proceedings with respect to the Loan. The Borrower(s) acknowledges that the stamp duty is applicable to this Standard Terms and accordingly has paid the same, in case of any deficit the Borrower(s) shall be liable for the same.
4. The Borrower(s) shall repay the Loan, and the interest payable thereon, in monthly instalments as per the repayment schedule specified in the Most Important Information section, which instalments are hereinafter referred to as "The Equated Monthly Instalments" or "EMI". Any dispute, including that relating to the interest computation, shall not entitle the Borrower(s) to withhold payment demanded by the ABCL and/or payment of any EMI. The repayment schedule for the Loan is without prejudice to the rights of the ABCL to re-compute the interest, in case of any variation of the same. On such re-computation, payments shall be made by the Borrower(s) in accordance with such amended repayment schedule(s), as may be intimated by the ABCL to the Borrower.
5. The Borrower(s) agrees to issue Cheques/NACH/SIs (referred to as "Repayment Instructions") prior to the disbursement of the Loan for the repayment of the Loan and is fully cognizant that dishonour of the repayment of the Loan is a criminal offence under the law. Additionally, ABCL will also accept payment through NEFT/ RTGS and the Borrower(s) can choose to avail such options when required to make payment towards the Loan account.
6. The Borrower(s) acknowledges that the Cheques/NACH/SI mode of repayment is issued in favour of the ABCL, in advance for the payment of the EMIs (as applicable). ABCL may at any time at its sole discretion, with prior notice to the Borrower(s), make a demand for the repayment of the Loan and dues thereto. The Borrower(s) shall not revoke the Cheque/NACH/SI mode for payment of the EMIs (as applicable) during the tenure of this Loan, except with the prior approval of the ABCL. In case the Borrower(s) revokes his/her/their/its consent to participate in the NACH/SI mode without obtaining the prior written consent of the ABCL, the same shall be deemed to be an 'Event of Default', as defined in this Standard Terms and ABCL shall have the right to forthwith recall the Loan without giving any notice to the Borrower(s). Notwithstanding anything contained herein, ABCL shall have the right to initiate criminal action or take any other action/remedy available under the applicable laws against the Borrower(s).
7. In case of Term Loan, the Borrower(s) may prepay the entire outstanding balance of the Loan or may opt for part -prepayment, basis the norms and charges as mentioned in the schedule of charges. Pre-Payment amount will get adjusted towards interest, principal amount outstanding and other charges. The prepayment shall take effect only if the standard NACH/SI payment for the month or alternate payment made through NEFT/RTGS has been cleared and proceeds thereof realized by the ABCL in clear funds.
8. In case of Flexi Loan, the Borrower(s) shall have option to withdraw any amount from the approved Loan limit as per his/her/their/its requirement and accordingly the interest payable thereon shall be computed by ABCL which shall be communicated to the Borrower. Borrower(s) shall also have an option of repayment through the ABCL mobile app/website without any application of pre-payment charges to manage his/her/their/its Loan outstanding. The Borrower may also foreclose the Loan basis the norms and charges as mentioned in the Schedule of Charges.
9. The records maintained by the ABCL shall be conclusive proof of the amounts outstanding from and due by the Borrower(s).
10. A certificate issued by the ABCL stating the amount due at any particular time shall be conclusive evidence as against the Borrower(s). However, nothing herein shall prejudice the ABCL's interests or rights if there is any clerical or arithmetical error in the interest calculations due and payable by the Borrower(s).
11. ABCL shall have a right to sell or transfer (by way of assignment, securitization or otherwise) whole or part of the outstanding amounts under the Loan or any other rights under this Standard Terms or any other document pursuant hereto to any person in a manner or under such terms and conditions as ABCL may decide in its sole discretion, without any notice to the Borrower(s). The Borrower(s) shall not transfer or assign his/her/their/its rights under the aforesaid Loan.

Borrower(s)'s Representations, Warranties, Covenants and Undertakings

With a view to request ABCL to grant the Loan to Borrower(s), the Borrower(s), hereby represents, warrants to, covenants and undertakes with ABCL that he/she/they/it-

1. Has given complete and correct information and details in the application form about himself/herself/themselves/itself.
2. ABCL's associates, agencies, Credit Information companies and/or any other agency so authorized may use, process the said information and data disclosed to ABCL in the manner as deemed fit by them and
3. has no pending claims demands litigation or proceedings against him/her/them before any court or authority (public or private);
4. Shall ensure that the purpose for the Loan advanced by ABCL is fulfilled in all respects and produced to ABCL, the necessary documents, as may be required by ABCL;
5. Shall in addition to the income/ financial statement/s required by ABCL furnish such other information/ documents concerning his/her employment, trade, business, profession or otherwise as ABCL may require from time to time;
6. Shall promptly and without requiring any notice or reminder from ABCL, repay to ABCL the Loan in accordance with the Repayment Terms mentioned herein
7. Shall (in case of more than one borrower) be jointly and severally liable to repay the Loan, interest and all other sums due and payable under this Loan document and to observe its terms and conditions;
8. Where applicable, shall inform ABCL of any likely change in his/her employment or his/her/their/its business, trade as the case maybe.
9. Shall not stand surety or guarantor for any third-party liability or obligation without the prior consent of ABCL;
10. Being a resident in India, shall not leave India for employment or business or long stay without first fully repaying the Loan then outstanding due and payable with interest and other dues, including prepayment charges, if any;
11. The Borrower(s) shall, in case the borrower(s) is a company/firm/body corporate, notify ABCL at least 30 days in advance of any intended a) change in business, constitution or constitution documents or b) closure of its business or c) change in address.
12. The Borrower(s) hereby undertakes to keep the ABCL informed of any change in the Borrower(s)'s e-mail ID, Telephone number, Mobile number and Address. The Borrower(s) authorizes ABCL to update the contact information change that ABCL may be informed of and hereby authorizes ABCL to contact the Borrower(s) at the updated contact details, by post, telephone, e-mail,

Applicant Signature

Co-Applicant Signature

SMS/text messaging. Borrower(s), hereby undertake that all communication as required under the Loan shall be made by the Borrower(s) from the email id as communicated, which is in Borrower(s) name or in the name of authorised representative of the Borrower(s). Borrower(s) further state that ABCL shall be free to communicate with the Borrower(s) on the communicated email id and/or the Mobile number with regards to any kind of communication as may be required pertaining to the Loan and the same shall be valid and binding on the Borrower(s).

13. The Borrower(s) agrees and undertakes not to and warrants and represents to ABCL that the Borrower(s) shall not utilize the Loan for any antisocial, unlawful, or speculative purposes and/or capital market purposes.
14. The Borrower(s) agrees that ABCL shall send any notice/letter/other document meant for the Borrower(s) at the address last intimated by the Borrower(s) and shall be deemed to have been delivered within 48 hours after it has been sent by registered post, under certificate of posting, ordinary post or courier or email at the discretion of ABCL. All writings from the Borrower(s) to ABCL must be received from the Borrower(s) at the address specified in the Loan application form.
15. ABCL shall have the sole right to decide on whether to avail CGTMSE coverage (which is subject to a specified capping of funds) on amount advanced by ABCL to the Borrower in respect of or under the aforesaid Facility Agreement. This CGTMSE coverage shall be additional and without prejudice to the terms and conditions of the Facility Agreement as agreed upon between the Parties.
16. The Borrower(s) agrees and undertake that any notice/letter/communication/draft served by ABCL on any of the Borrower/-Co-Borrowers shall be deemed to be served on each of them.
17. The Borrower agrees that ABCL shall have the right to appoint external auditors to conduct an audit of the Borrower's financial statements, accounts and related records at any time during the term of this Agreement. The Borrower shall fully cooperate with the auditors appointed by ABCL and shall provide all necessary information, documents and access to records required to complete the audit.

Default

ABCL may by a written notice to the Borrower(s), in its sole discretion, declare all sums outstanding under the Loan (including the principal, interest, charges, expenses) to become due and payable forthwith and enforce the security (if applicable) in relation to the Loan upon the occurrence of any one or more of the following:

1. The Borrower(s) fails to pay to ABCL any amount when due and payable as per the terms and conditions of the Loan.
2. The Borrower(s) fails to pay to any person other than ABCL any amount when due and payable or any person other than ABCL demands repayment of the loan or dues or liability of the Borrower(s) to such person ahead of its repayment terms as previously agreed between such person and the Borrower(s);
3. The Borrower(s) defaults in performing any of his/her/their/its obligations under this Loan or breaches any of the terms or conditions as mentioned herein;
4. The Borrower(s) opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever
5. Any of the information provided by the Borrower(s) to avail the Loan or any of his/her/their/its Representations, Warranties herein being found to be or becoming incorrect or untrue;
6. Any person other than ABCL commencing proceedings to declare the Borrower(s) insolvent or if the Borrower(s) become bankrupt or insolvent or commit act of insolvency;
7. In case the Borrower fails to cooperate with external auditors in conduction of audit, leading to delays or inconclusive audit findings. Additionally, ABCL reserves the right to determine the status of such Borrower's account based on the material available on record and if necessary declare the account as fraudulent, without further input from the Borrower.

Grievance Redressal Mechanism:

Customers who wish to provide feedback or send in their complaint may use the following channels:

- Call at our Customer Care number between 9:00 am & 7:00 pm from Monday to Sunday: 18002707000
- Email at:
care.digitalfinance@adityabirlacapital.com for raising Queries / Request
grievance.finance@adityabirlacapital.com for raising Complaints
- Write to us at the below mentioned address: Aditya Birla Capital Limited, Ground floor, R Tech Park, Nirlon Complex, Goregaon, Mumbai - 400063

Details of the Grievance Redressal Officer / Principal Nodal Officer along with the details of escalation mechanism and the complaint lodging portal of the Ombudsman are available on the website and branches of the Company. For information on grievance redressal visit: <https://www.adityabirlacapital.com/loans/grievanceandredressal>

Cross Default:

Any default by the Borrower(s) or its/their promoters/ affiliates/ agents/ associates/ group companies/ directors (independent or executive)/ subsidiaries /assigns, under this or any other agreement or other writing between the Borrower(s) (including its/their promoters/ affiliates/ agents/ associates/group companies/ directors (independent or executive)/ subsidiaries/ assigns) and ABCL or its promoters/ affiliates/ subsidiaries, assigns or any group company, or under any other agreement or writing of indebtedness of the Borrower(s) or its/their promoters/ affiliates/ agents/associates/group companies/ directors (independent or executive) /subsidiaries/ assigns, or in the performance of any covenant, term or undertaking thereunder, or any indebtedness of the Borrower(s) or its/their promoters/ affiliates/ agents/associates/group companies/ directors (independent or executive)/ subsidiaries/assigns, not being paid when due or any creditor of the Borrower(s) or its/their promoters/ affiliates/ agents/associates/group companies/ directors (independent or executive)/subsidiaries /assigns becoming entitled to declare any indebtedness due and payable prior to the date on which it would otherwise have become due or any guarantee or indemnity or collateral given or other support agreement entered into by the Borrower(s) or its/their promoters/ affiliates/ agents/ associates/ group companies/ directors (independent or executive)/-subsidiaries /assigns not being honored when due and called upon.

Settlement of Disputes

Any differences or disputes arising out of or in relation to the terms and conditions contained herein shall be referred to a sole Arbitrator, who shall be appointed by ABCL. The arbitration shall be governed by the Arbitration Act, 1996 or any statutory modification or re-enactment thereof and the Rules made thereunder and for the time being in force. The award of the Arbitrator shall be final, conclusive and binding on the parties. The venue of such arbitration proceedings shall be Mumbai and shall be in the English language only.

Applicant Signature

Co-Applicant Signature

MOST IMPORTANT TERMS & CONDITIONS ("MITC")

SCOPE

The MITC covers the following Loan products:

- Business Loan (BL)
- Doctor's Loan (DL)

PURPOSE OF LOAN

Business Loan (BL)

Business Loan is an unsecured loan proposition for emerging small & medium businesses to fulfill various commercial needs such as working capital requirements, asset purchase, growth expenditure etc.

Doctor's Loan (DL)

Doctor's Loan is an unsecured loan proposition for self employed/consulting doctors for the purpose of meeting working capital requirements, business expansion etc.

The Borrower hereby undertakes that the monies which will be drawn by the Borrower under the Credit Facility shall be used for the purpose of as agreed in the Loan Application. Further the Borrower represent, warrant and confirm that the aforesaid purpose is a valid purpose and also agree and undertake to utilize the Credit Facility only for the agreed purpose and that the Credit Facility shall not be used for any of the following purpose:

- Illegal & antisocial activity
- Speculative investment in real estate
- Investment in securities, debentures or the stock markets
- Money lending activities
- Speculative activities not mentioned above
- Or for any other activities for which the Credit Facility is not extended

Borrower further agree, confirm, and undertake that the purpose of use of funds under the Loan shall not be changed in any manner during the tenure of the Loan; or that such change in purpose shall take place only with the prior written permission of Aditya Birla Capital Limited.

RATE OF INTEREST

Borrower(s) would be required to service the loan monthly at such rate as set out in the Most Important Information section of this Loan document..

FEES AND CHARGES

- Please refer to the Schedule of Charges for the latest fees and charges updated on our website www.adityabirlacapital.com. Borrower(s) can also make enquiries at any branch of Aditya Birla Capital Limited (ABCL) or with ABCL's Customer service.
- Any fees and charges mentioned in the Most Important Information section and/or Schedule of Charges are the rates applicable on the date of issuance/approval of the Loan and are subject to change from time to time, which shall be notified/updated on ABCL's website. .
- Any Taxes as applicable on the fees and charges shall be payable by the Borrower(s).

LIABILITY OF BORROWER

Where the Loan is provided to more than one Borrower, then the liability of the Borrower(s) to repay the Loan together with interest and all other amounts and to observe the terms and conditions as contained herein and any other document(s) made between the Borrower(s) and ABCL in respect of the Loan is joint and several.

CONDITIONS FOR DISBURSEMENT OF LOAN

- ABCL shall be entitled to revoke the sanction of the Loan, inter alia, in any of the following circumstances:
- Assessment/ verification checks not satisfactory to ABCL
- There is any material change in the purpose(s) for which the Loan is being sanctioned
- In the sole judgement of ABCL, any material fact has been concealed and/or ABCL becomes subsequently aware of during the tenor of the Loan.
- Accepted copy of this Loan document not received within the period specified by ABCL.
- Any statement/ information made by or on Borrower(s) behalf is misleading, unsatisfactory or is incorrect
- There is a default or breach or violation of any condition of this or any other facility offered/availed by Borrower(s) from ABCL
- Loan document/ any other documents related to disbursement being incomplete, incorrect or unsatisfactory, in a form and manner as may be required by ABCL in connection with the Loan.
- Provided further that notwithstanding anything to the contrary contained herein , ABCL may in its sole and absolute discretion at any time, terminate, cancel or withdraw the Loan or any part thereof (even if no/ partial disbursement is made) without any liability-

Applicant Signature

Co-Applicant Signature

ty and without any obligations to give any reason whatsoever, whereupon all principal monies, interest thereon and all other costs, charges, expenses and other monies outstanding (if any) shall become due and payable to ABCL by the Borrower(s) forthwith upon demand from ABCL.

REPAYMENT

- "EI" or "Equated Instalments" shall mean the amount payable by the Borrower(s) at such periods as provided for in the Most Important Information section of this Loan document, to ABCL comprising of Interest, or as the case may be, principal and Interest calculated on the basis of such Interest Rate as applicable as stated in the Most Important Information section and is rounded off to the next rupee.

DEFAULT

- If the Borrower(s) commits default in payment of the EI or are is late in paying any EI, ABCL will report the non-payment to various credit bureaus. This may have an adverse effect on the Borrower(s) credit rating and may affect Borrower(s) ability to obtain credit from other lenders. To avoid any adverse credit history with credit bureaus, Borrower(s) should ensure that timely payment of the amount due on the Loan amount is duly made.
- If an "Event of default" (as defined under the Standard Terms herein), Borrower(s) shall be asked to pay penal charges or such other rate of interest as decided by ABCL. For default interest rate/ charges for non-conformance/compliances, please refer to the Schedule of Charges for more details.
- In case of non-payment of the loan amount, interest, and other charges as per the terms of the loan documents, the Lender reserves the right to engage recovery agents / service providers for the purpose of recovering any outstanding / overdue amount and other charges. Lender or its authorized service provider(s) may approach the borrower, co-borrower, and guarantor for the payment of the outstanding /overdue amount and other charges, by way of call(s), SMS(s), email(s), and in person visit(s), in accordance with the Fair Practice code stipulated by the Reserve Bank of India. Notwithstanding anything mentioned hereinabove, in the event of non-payment of the outstanding/ overdue loan amount and other charges by the borrower/ co-borrower/guarantor, the Lender may resort to legal recourse. The Borrower agrees, confirms and understands that the Lender might resort to such legal recourse either directly, or through the Lending Service Provider, or any of its third party agents, officers or collections agencies.

PREPAYMENT AND FORECLOSURE

- The Borrower(s) shall have option to prepay /foreclose /part prepay the Loan by giving a notice in writing and shall pay in accordance with the prepayment /foreclose rules of ABCL, along with prepayment/foreclosure charges if any (please refer to Schedule of Charges for more details).
- The original documents of the Borrower(s) submitted with ABCL, would be returned within 15 days of satisfactorily closing the Loan as per the terms and conditions of this Loan document..

INSURANCE

Borrower(s) hereby declare that the Borrower(S) would like to opt for insurance plan offered by insurance company in association with ABCL. Borrower(s) have carefully read and understood the contents of the insurance brochure. Borrower(s) have understood that the Loan amount sanctioned by ABCL is unconditional to Borrower(s)'s opting for the insurance & undertakes to pay the requisite premium at the time of disbursement of the Loan. Borrower(s) confirm that he/she/they are voluntarily participating in this program and are aware that the Loan is available without the insurance as well.

CUSTOMER SERVICE

For any service-related issue, Borrower(s) may get in touch with ABCL by:

- Calling ABCL Customer Service Desk on the numbers provided on ABCL's website.
- Placing a request online by logging onto www.adityabirlacapital.com
- Contacting the concerned Relationship Manager (RM) at any of ABCL's branches.

DISCLOSURE

- The Borrower(s) acknowledges the right of ABCL to provide details of the Borrower(s)'s account to third party agencies for the purpose of availing support services of any nature by ABCL, without any specific consent or authorisation from the Borrower(s).
- ABCL has the right to recall the Loan in the event of the Borrower(s) failing to submit all/any post disbursement documents.
- ABCL is authorized to disclose from time to time any information relating to the Loan to any credit bureau (existing or future) approved by Government of India and Reserve Bank of India without any notice to the Borrower(s). ABCL is also authorized to make inquiries with the Credit Information Bureau of India (CIBIL) and get the applicant's Credit Information Report.
- ABCL staff shall never collect cash from Borrower(s) or ask for sharing of any passwords. Borrower(s) acknowledges that no cash has been paid to ABCL staff along with Loan application and that the application has not been made against promise of any gifts or special waivers.
- The Most Important Terms and Conditions mentioned above are an indicative list of terms and conditions of ABCL's Loan products. The MITC should be read in conjunction with the Standard Terms, Most Important Information and such other documents signed by the Borrower(s) in relation to the Loan sanctioned/to be sanctioned by ABCL.

Applicant Signature

Co-Applicant Signature

REQUEST FOR DISBURSAL

Date:_____

To,
Aditya Birla Capital Limited,
Indian Rayon Compound,
Veraval, Gujarat - 362266, India

Sub: Request for disbursement of loan facility/ies sanctioned in my/our favour vide Letter dated _____

Ref: My/Our Application No._____ dated _____

Dear Sir/Madam

This is with reference to my/our facility/ies sanctioned by your office and in furtherance of the same I/we request you to kindly disburse the Loan amount in following manner:

Favouring 1:

Favouring _____

Facility A/c No. _____

Amount _____

Favouring 5:

Favouring _____

Facility A/c No. _____

Amount _____

Favouring 2:

Favouring _____

Facility A/c No. _____

Amount _____

Favouring 6:

Favouring _____

Facility A/c No. _____

Amount _____

Favouring 3:

Favouring _____

Facility A/c No. _____

Amount _____

Favouring 7:

Favouring _____

Facility A/c No. _____

Amount _____

Favouring 4:

Favouring _____

Facility A/c No. _____

Amount _____

Favouring 8:

Favouring _____

Facility A/c No. _____

Amount _____

Bank Details/ Cheque in Favour of:

Mode of Disbursement: _____

Beneficiary Name: _____

Beneficiary Account Number: _____ Bank Name: _____

Bank Branch Name: _____ IFSC Code (only for RTGS): _____ MICR Code: _____

(If the above account is not mapped to your loan account already, please submit a cancelled cheque from a personalized (corporate/ individual) cheque book OR copy of bank statement)

I/We hereby declare that,

1. I/we shall be responsible and liable for the above disbursement made by ABCL as requested for above and the same shall be treated as a Loan under all the documents executed/to be executed with respect thereto.
2. Interest calculation will start from the date of respective disbursement irrespective of the date of realization of funds in my/our account.
3. Interest shall be payable by me/us even in case the disbursement amount instrument is not deposited by me/us in the bank for realization or disbursement amount is not utilized by me/us.
4. I/We hereby confirm that as per the terms of the Loan document, ABCL shall deduct Pre EMI/BPI from the disbursed amount.
5. I/We hereby understand that the actual disbursement amount shall be subject to change, basis the outstanding balance of any existing loans and shall vary from that of the sanctioned amount stated in the Loan document. I/We further agree, undertake and confirm not to bring any claim or protest against ABCL or any of its officers for the said disbursed amount.

Name of Applicant

Name of Co-Applicant

Note: Every cancellation/correction/modification needs counter signature by borrower. ABCL will not be responsible for any change with respect to a person favoring, other than filled as herein.

DECLARATION FOR SIGNING IN VERNACULAR LANGUAGE

I, _____ son/daughter/wife _____ of
_____ adult and inhabitant of _____
_____ residing at _____
_____, do hereby state
and declare as solemn affirmation as under:-

I have been read out and explained the contents of the facility documents, security documents and all other documents incidental to availing the loan of an amount equivalent to _____ from Aditya Birla Capital Limited by me / by Mr./ Ms _____ in the language known to me, and I have signed / put my thumb impression the said documents after having understood them and by signing / putting my thumb impression the same I do hereby agree to abide by all the terms and conditions of the loan and the clauses of the same.

I declare that whatever I have stated hereinabove is true and correct to the best of my knowledge and belief.

Solemnly affirmed at _____, on this
_____ day of _____ 20_____.

Signed: _____

Name: _____

Signature of Applicant /
Co-applicant signing in Vernacular Language /
Thumb impression

Relation to Applicant: _____

Date: _____

Place: _____

Borrower (x)

Co-Borrower (x)

Witness:

Name: _____

Address: _____

Signature of Witness: _____

DEDUCTION AT SOURCE

Date: _____

To,
The Payroll Team

Re: Request to deduct EMI from salary for Loan availed from Aditya Birla Capital Limited. for

_____/ - (in words)

Dear Sir/Ma'am

I Shri/Smt/Kum _____ (Name of employee) _____ aged about _____ (age) residing at _____ (address) am a employee with _____ (name of Co) and my employee ID is _____. I have availed a Loan from Aditya Birla Capital Limited. ("ABCL") on _____ (date) vide the Loan document dated _____ (hereinafter the Loan). As per the terms of the Loan, I am liable to repay the Loan to ABCL by way of equated monthly instalments (EMI).

Therefore, I hereby request and duly authorize you the Payroll team / _____ to deduct the EMI payable to ABCL, as communicated to you the Payroll team / _____ on the (_____) day of every month by ABCL from the salary and the total emoluments payable to me /my payroll and credit the same towards my Loan Account No. _____ held with _____ (ABCL) as per this one time instruction.

With respect to the aforesaid, I hereby authorise you the payroll team/ _____ as follows:

1. On the _____ day of each month, salary paid out to me will be net of the EMI payable to ABCL
2. In case of any shortfall to cover the EMI as mentioned in point no 1 above, you are requested to share my entire salary and/or emoluments and/or bonus, if any with ABCL, who is authorised to recover the balance through a direct debit instruction given on my savings account no _____ (please provide savings account no)
3. I understand that the Loan is on a fixed rate of interest.
4. I hereby authorize you the payroll team/ _____ to transfer the EMI so deducted from the salary or bonus or emoluments to ABCL towards the repayment of the Loan
5. I shall not unilaterally rescind/ revoke/ cancel/ withdraw the aforesaid instructions at any given time or without prior written approval of ABCL.
6. This letter /authority /declaration shall be binding on me and my legal heirs, representatives, executors, administrators and permitted assigns and shall inure for the benefit of ABCL its successors and assigns.
7. I shall not object/ protest/ obstruct in any manner whatsoever, the payment of the EMI form my salary including and not limited to or from any bonus or any emoluments due and payable to me as an employee.
8. I have issued this letter freely and voluntarily to attest to the foregoing facts and statements and for whatever legal purpose it may serve.

Yours Faithfully

(Name of employee) _____

(Employee ID) _____

Signature

[x]

CHEQUE SUBMISSION FORM

IMPORTANT INSTRUCTIONS:

Cheque should be crossed as "Account Payee Only".
The Cheque should be drawn in favour of "Aditya Birla Capital Limited" only.
Please ensure that amount in words and figures are the same.
Please ensure that all corrections have been countersigned by the Applicant.
EMI Cheques to be dated as per your Repayment Schedule.

Date:_____

CUSTOMER DETAILS

Application No._____ LAN No._____

Name of Applicant(s)_____

Cheque Details

Sr. No.	Cheque Numbers	Date of Cheque	Bank & Branch	Purpose (EMI/Security) PDC/PEMI etc	Amount of each Cheque (INR)
1					
2					
3					
4					
5					
6					

I declare that, I have not given any cheques other than the ones mentioned above and all cheques are drawn in favour of "Aditya Birla Capital Limited". I/We have been informed by ABCL and I/We give our consent that ABCL, may at its discretion, shred the Security/EMI cheques on closure of the Facility without any intimation to me.

Name of the Applicant_____ Signature of Applicant_____ [X]

RECEIVED BY

Name of Employee:_____ Employee ID: _____

Signature:_____

Name and Signature of the person providing the cheques to be taken in case they are from a person other than the applicant.

RECEIVED BY

CHEQUE SUBMISSION FORM (CPU COPY)

IMPORTANT INSTRUCTIONS:

Cheque should be crossed as "Account Payee Only".
The Cheque should be drawn in favour of "Aditya Birla Capital Limited" only.
Please ensure that amount in words and figures are the same.
Please ensure that all corrections have been countersigned by the Applicant.
EMI Cheques to be dated as per your Repayment Schedule.

Date:_____

CUSTOMER DETAILS

Application No._____ LAN No._____

Name of Applicant(s)_____

Cheque Details

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Name of the Applicant_____ Signature of Applicant_____ [X]

RECEIVED BY

Name of Employee:_____ Employee ID: _____

Signature:_____



KEY FACTS STATEMENT

Part 1 (Interest rate and fees/charges)

1.	Loan proposal/ account No.			Type of Loan			
2.	Sanctioned Loan amount (in Rupees)						
3.	Disbursal schedule (i) Disbursement in stages or 100% upfront. (ii) If it is stage wise, mention the clause of loan agreement having relevant details						
4.	Loan term (year/months/days)		_____ months				
5.	Instalment details						
Type of instalments		Number of EPIs		EPI (₹)		Commencement of repayment, post sanction	
Monthly							
6.	Interest rate (%) and type (fixed or floating or hybrid)						
7.	Additional Information in case of Floating rate of interest						
	Reference Benchmark	Benchmark rate (%) (B)	Spread (%) (S)	Final rate (%) $R=(B)+(S)$	Reset periodicity (Months)		Impact of change in the reference benchmark (for 25 bps change in 'R', change in:)
					B	S	EPI (₹) No. of EPIs
					Refer Loan Agreement	Refer Loan Agreement	
					_____	_____	
					_____	_____	
					_____	_____	
8.	Fee/ Charges						
		Payable to the RE (A)			Payable to a third party through RE (B)		
		One-time/Recurring	Amount (in ₹) or Percentage (%) as applicable		One-time/Recurring	Amount (in ₹) or Percentage (%) as applicable	
(i)	Credit Administration Charges	One Time					
(ii)	Processing fees	One Time					
(iii)	Insurance charges				One Time		
(iv)	Valuation fees	NA			NA		
(v)	Stamp Duty Fees				One Time		
(vi)	Advance EMI	One Time					
9.	Annual Percentage Rate (APR) (%)						

10.	Details of Contingent Charges (in ₹ or %, as applicable) Note: GST shall be levied wherever applicable	
(i)	Penal charges, if any, in case of delayed payment	_____ p.m. (_____ p.a.) on the overdue amount for the delayed period
(ii)	Other penal charges, if any	
(a)	Penal charges for non-compliance with material terms and conditions (covenants / stipulated conditions) mentioned in the Sanction Letter / Loan Agreement, wherever applicable	_____ p.a. on the outstanding loan amount till the date of compliance
(b)	Charges for Cancellation of Loan	The applicable processing fee to be retained before reversing the funds Cancellation fee of Rs. _____ will be levied. Cancellation allowed within 7 days from the date of disbursal
(c)	Penal Charges-Cheque return/bounce charges / ECS/SI/NACH failure charges	Rs. _____ per instance
(d)	Part pre-payment charges	For Term Loan: Upto _____% of the part pre-payment amount, subject to following: Total of _____% of the Principal outstanding will be allowed for part pre-payment twice during the tenor of loan Part pre-payment amount shall be equal to or greater than total of 3 EMIs No pre-payment shall be allowed in first 12 months from the date of disbursement For Flexi Loan: No charges for part pre-payments through mobile app/portal Part pre-payment of loan facility toward limit reduction is not available Part prepayment charges shall not be levied in the cases of floating rate term loan sanctioned, for purposes other than business, to individual borrowers with or without co-obligant(s).
(iii)	Foreclosure charges, if applicable	For Term Loan: Upto _____% of the Principal outstanding For Flexi Loan: Upto _____% of the withdrawable amount Foreclosure is allowed only after _____ months from the date of Loan disbursal
(iv)	Charges for switching of loans from floating to fixed rate and vice versa	NA
(v)	Any other charges (please specify)	
(a)	Penal charges-Mandate Cancellation Charges (One-time levied in case customer cancels an active mandate instruction for recurring repayment(s) and no new mandate is registered)	Rs. _____
(b)	Statement of Account/ Repayment Schedule / any other document/statement	For Physical copy Rs _____ per request
(c)	Duplicate No Due Certificate issuance charges	Rs. _____ per instance
(d)	No-Objection Certificate issuance charges	Rs. _____ per instance
(e)	Charge For Exchanging PDCs, Security Cheques (Per Set) / ECS / NACH Re-registration Charges	Rs. _____ per instance

(f)	EMI cycle change date	Rs. _____ per instance Note: Interest accrued (from original EMI date to revised EMI date), if any, on account of EMI date change shall be applicable and payable upfront over and above the EMI change date charges
(g)	Loan Re-schedulement charges (on request from applicants, approval be at sole discretion of ABCL)	Rs. _____ per instance
(h)	Annual Maintenance Charges	For Flexi Loan: Upto _____% on total withdrawable amount irrespective of utilisation on the date of levy of such charges
(i)	Stamp Duty	As per actual, where applicable
(j)	Legal and other statutory charges	As per actual, where applicable
(k)	Filing Financial information with Information Utility (NeSL)	As per actual, where applicable
(l)	Broken Period Interest	ABCL shall charge and collect BPI (Broken Period Interest) As applicable based on actual disbursement date
(m)	Cheque Re-issuance charges	Rs. _____ per instance

Part 2 (Other qualitative information)

1.	Clause of Loan agreement relating to engagement of recovery agents	<p>Engagement of recovery agents:</p> <p>In case of non-payment of the loan amount, interest, and other charges as per the terms of the loan documents, the Lender reserves the right to engage recovery agents / service providers for the purpose of recovering any outstanding / overdue amount and other charges. Lender or its authorized service provider(s) may approach the borrower, co-borrower, and guarantor for the payment of the outstanding /overdue amount and other charges, by way of call(s), SMS(s), email(s), and in person visit(s), in accordance with the Fair Practice code stipulated by the Reserve Bank of India. Notwithstanding anything mentioned hereinabove, in the event of non-payment of the outstanding/ overdue loan amount and other charges by the borrower/ co-borrower/guarantor, the Lender may resort to legal recourse. The Borrower agrees, confirms and understands that the Lender might resort to such legal recourse either directly, or through the Lending Service Provider, or any of its third party agents, officers or collections agencies.</p> <p>The abovementioned clause can be referred in the Loan Agreement under clause no. _____</p> <p>Details of recovery agent(s) authorized to approach the borrower</p> <p>_____</p>
----	--------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2.	Clause of Loan agreement which details grievance redressal mechanism	<p>Grievance Redressal Mechanism:</p> <p>Customers who wish to provide feedback or send in their complaint may use the following channels:</p> <ul style="list-style-type: none"> • Call at our Customer Care number between 9:00 am and 7:00 pm from Monday to Sunday: _____ • Email at: _____ _____ for raising Queries/Request _____ for raising Complaints • Write to us at the below mentioned address: _____ _____ <p>'Details of the Grievance Redressal Officer / Principal Nodal Officer along with the details of escalation mechanism and the complaint lodging portal of the Ombudsman are available on the website and branches of the Company. For information on grievance redressal visit: _____</p> <p>The abovementioned clause can be referred in the Loan Agreement under clause no. _____</p>	
3.	Phone number and email id of the nodal grievance redressal officer	<p>Phone No: _____</p> <p>Email Id: _____</p>	
4.	Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/ No)	Yes	
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
6.	In case of digital loans, following specific disclosures may be furnished:		
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	

Computation of APR

Sr No	Parameter	Details
1.	Sanctioned Loan amount (₹)	
2.	Loan Term (in years/ months/ days)	
	a) No. of instalments for payment of principal, in case of non-equated periodic loans	
	b) Type of EMI	Monthly
	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	_____ days
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 (₹)	
6.	Fee/ Charges payable (₹)	
	A Payable to the RE	
	B Payable to third-party routed through RE	
7.	Net disbursed/recieved amount (1-6) (₹)	
8.	Total amount to be paid by the borrower (sum of 1 and 5) (₹)	
9.	Annual Percentage rate- Effective annualized interest rate (%)	
10.	Schedule of disbursement as per terms and conditions	As per Terms and conditions/Special conditions mentioned in sanction letter
11.	Due date of payment of instalment and interest	

Repayment Schedule

Instalment No.	Outstanding Principal (in Rupees)	Principal (in Rupees)	Interest (in Rupees)	Instalment (in Rupees)

This document is valid till _____

IMPORTANCE OF FOLLOWING REPAYMENT SCHEDULE

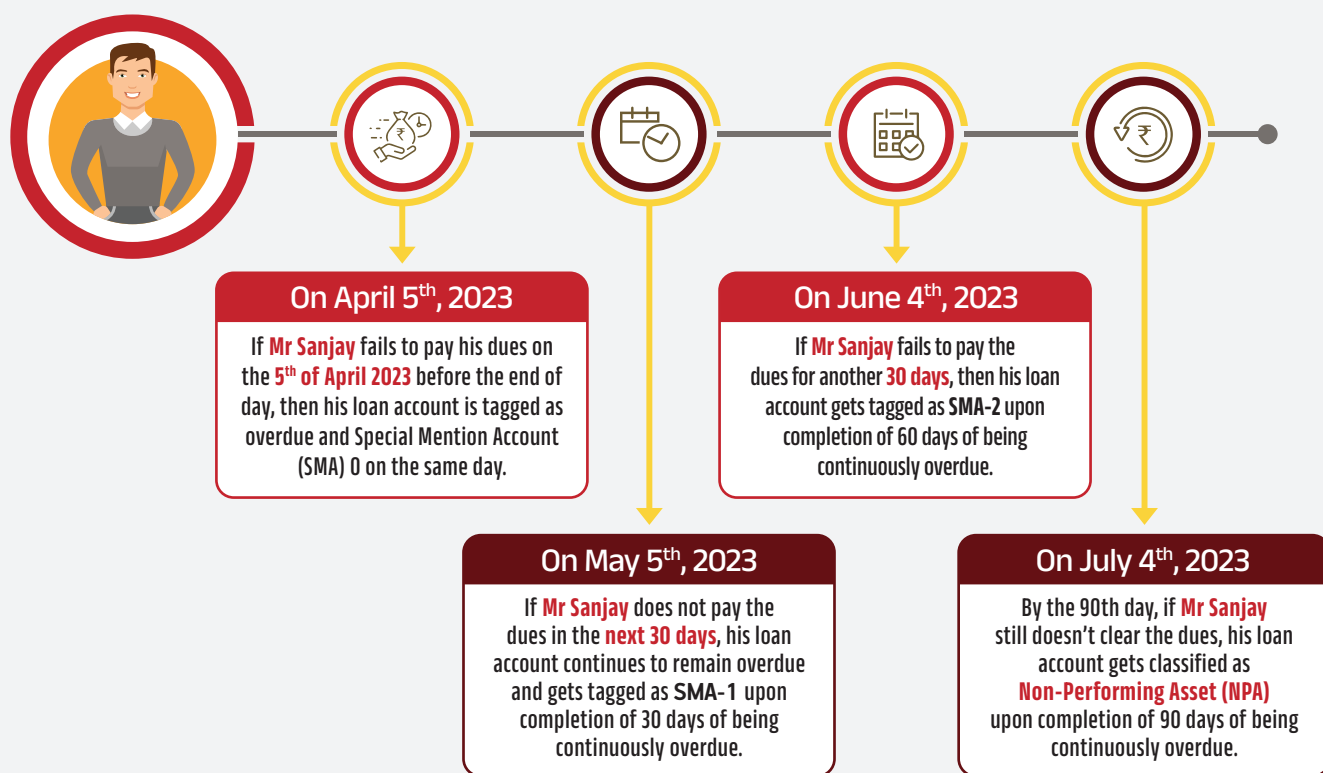
The repayment schedule/payment advice that you receive while taking a loan from ABCL is a document that helps you to know the dates when you are required to pay interest, principal and other charges if any, to ABCL for the loan availed and helps you to manage your loan account efficiently and meet the obligations in a timely manner.

Here's what happens to your loan account if you miss paying your dues on time.

Basis the number of days your dues (dues means instalment of principal, interest and other charges if any) remain unpaid and overdue, your loan account gets classified into various categories. These categories influence your Credit Bureau Score, which may further affect your borrowing capacity in future.

Example

Suppose **Mr Sanjay** has taken a loan of Rs.10 lakhs for 36 months and the due date to pay is 5th of every month and say his next due date for payment is April 05, 2023.



The above illustration is also applicable for revolving facilities where either outstanding balance remains continuously in excess of the sanctioned limit /drawing power whichever is less or interest is overdue and not paid on due dates.

Source:

RBI circular no. RBI/2021-2022/125 DOR.STR.REC.68/21.04.048/2021-22 on 'Prudential norms on Income Recognition, Asset Classification and Provisioning, pertaining to Advances – Clarifications' dated 12th November, 2021. Here's a comprehensive table explaining the Special Mention Account (SMA) and Non-Performing Asset (NPA) classification.

Loans other than revolving facilities		Loans in the nature of revolving facilities like cash credit/overdraft	
SMA Sub-categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA-0	Upto 30 days		
SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days
NPA	More than 90 days	NPA	More than 90 days

Aditya Birla Capital Limited

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