

***IndusInd Bank***

**INDUSIND BANK LIMITED**

**PERSONAL LOAN  
AGREEMENT**

# Personal Loan Documentation

Borrower's Name: \_\_\_\_\_

File Reference No.: \_\_\_\_\_

# PERSONAL LOAN AGREEMENT

THIS AGREEMENT is made and executed at the place and date stated in the Schedule

Between

IndusInd Bank Limited, a Banking Company incorporated and having its Registered Office at 2401, Gen. Thimmayya Road, (Cantonment), Pune - 411001 and Corporate Office at 8th Floor, Tower 1, One Indiabulls Centre, 841, Senapati Bapat Marg, Elphinstone Road (W), Mumbai – 400 013 and having one of its office at at IndusInd Bank Ltd (Personal Loans Division), Plot No. 57, Road No. 17, PNA House, 3rd Floor, MIDC, Andheri (E), Mumbai - 400 093. and acting through its Branch stated in the Schedule hereto and hereinafter referred to as “the Bank” (which expression shall unless the context otherwise requires, include its successors and assigns) of the ONE PART;

AND

The Borrower, an Indian inhabitant, whose name and address is stated in the Schedule hereto and hereinafter referred to as “the Borrower” (which expression shall unless the context otherwise requires, include his/her heirs, executors and administrators) of the OTHER PART.

WHEREAS the Bank is engaged in banking business in India

Whereas the Borrower has requested the Bank to provide the Borrower a Personal Loan and the Bank has agreed to provide such a loan to the Borrower on the terms and conditions set out hereinafter.

Bank and the Borrower are collectively referred to as Parties and individually as Party.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:-

## 1 Definitions and Interpretation

1.1 In this Agreement, the following capitalized words shall have the following meanings:

“**Branch**” means the branch of the Bank situated at the place mentioned in the Schedule hereto through which the Personal Loan is disbursed and shall include any other branch where the Personal Loan account is maintained or transferred to anytime at the sole discretion of the Bank.

“**Equated Monthly Installment**” or “**EMI**” shall mean the amount payable every month on such date/s specified in the Schedule for the term of the Personal Loan by the Borrower to the Bank to amortize the Personal Loan comprising interest and principal, or as the case maybe, only principal or interest.

“**Interest Rate**” means the rate at which the Bank shall compute and apply interest on the Personal Loan, as stated in the Schedule or as maybe amended from time to time by the Bank.

“**Default Interest Rate**” means the rate as stated in the Schedule or as maybe amended by the Bank from time to time at which the Bank shall compute and apply interest on all amounts not paid when due for payment or reimbursement by the Borrower to the Bank.

“**Personal Loan**” means the principal amount of Loan sanctioned and disbursed by the Bank to the Borrower (as specified in the Schedule) in terms of this Agreement and shall include dues outstanding there under including interests, costs, charges, expenses and all other amounts due in accordance with this Agreement if the context so requires.

“**Prepayment**” means premature repayment of the Personal Loan after in part or in full by the Borrower ahead of the repayment tenor specified in the Schedule.

“**Prepayment Charges**” means charges levied by Bank for prepayment as specified in the Schedule.

“**Purpose of Personal Loan**” means that the Personal Loan has been availed by the Borrower for the purpose as stated in the Schedule hereto.

“**Repayment**” means the repayment of the principal amount of loan, interest thereon and/or any charges, premiums, expenses, fees or other dues payable in terms of this Agreement;

“**Schedule**” means the Schedules to this Agreement.

1.2 In this Agreement, singular shall include plural and the masculine gender, the feminine or neuter gender.

1.3 Any expressions not defined herein, if defined within the General Clauses Act, 1897, shall carry the same meaning as assigned to it under the said Act.

1.4 In this Agreement, headings are for convenience only and shall not affect interpretation except to the extent that the context otherwise requires.

1.5 Any reference to Article, Clause or Schedule shall be deemed to be a reference to an Article, Clause or Schedule of this Agreement.

1.6 Any reference to any enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted.

1.7 The arrangement of Clauses in this Agreement shall have no bearing on their interpretation.

## 2 Bank's Agreement to lend and Borrowers' Agreement to borrow

2.1 The Bank agrees, based on the Borrowers' request, representations, warranties, covenants, and undertakings as contained herein and in the application for Personal Loan, to lend to the Borrower and the Borrower agrees to borrow from the Bank, the Personal Loan on the terms and conditions as fully set out in this Agreement and Schedule hereto.

2.2 The relationship between the Bank and the Borrower as lender and borrower shall commence from the request letter received from the Borrower for grant of personal loan and issuance of sanction letter by the Bank and shall subsist until all monies due and payable

by the Borrower to the Bank under this Agreement, shall have been fully paid to and received by the Bank.

### **3 Mode of Disbursement**

3.1 The Bank shall disburse the Personal Loan in the manner given in the Schedule hereto. The Bank shall credit the Personal Loan amount to the designated Bank account, details provided in the Schedule, in the name of the Borrower to be held with the Bank itself or with any other Bank or such Bank to which Electronic Debit Instructions are given as specified in Clause 6.4 hereinafter ("Personal Loan Account"). In the alternative, the Bank may, at the request of the Borrower, disburse the loan by issuing Pay Order drawn in favour of the Borrower.

### **4 Interests, Fees and Costs**

- 4.1 The Borrower shall be liable to pay interest on the Personal loan at the rate specified in the schedule with monthly rests.
- 4.2 Interest, which is part of EMI, if not paid on due date, then interest shall be and added to the principal and shall be treated as an advance to the Borrower/s and the Bank shall be entitled to charge interest at the aforesaid rate on the account of the debit balance inclusive of interest not paid by the Borrower/s and hence capitalized as aforesaid.
- 4.3 The Bank shall be entitled to change the rate of interest and/or rests and/or penal interest, as per Reserve Bank of India guidelines and/ or as per policy of the Bank, by sending to the Borrower/s an intimation or publishing in any newspaper, notice board/ bank web site of the Bank its intention to change the rate of interest and/or rests and/or penal interest and the Borrower/s shall be deemed to have consented to such change; and the Borrower/s hereby agree/s to pay interest thereafter at such revised rate and/or rests.
- 4.4 The interest on the Personal Loan shall accrue from the date of the Bank's disbursement of the Personal Loan to the Borrower and shall be computed:
- 4.4.1 at such periodicity as stated in the Schedule;
- 4.4.2 taking the basis of 365 days in a year/366 days for a leap year and calculated at monthly rests;
- 4.4.3 At the Interest Rate as stated in the Schedule or basis effective ROI change as prescribed by the Bank from time to time and applicable on the actual amount outstanding in the account.
- 4.5 The Borrower agrees and acknowledges that the Personal Loan shall bear Processing Fees and other fees and charges including but not limited to Interest Tax, Stamp Duty, late payment charges, cheque return charges, administrative charges, costs and such other charges as mentioned in the Schedule, which the Borrower shall reimburse to the Bank in addition to the Personal Loan and the interest accrued thereon.
- 4.6 The Borrower shall also bear and reimburse separately to the Bank the following:
- 4.6.1 the costs and expenses involved or incurred by the Bank in the recovery of the Personal Loan, if the Personal Loan or any part thereof, when due is not paid by the Borrower.
- 4.7 in the event the Borrower holds a Liability Accounts, either singly or jointly, with the Bank, the Bank shall be entitled to debit the liability account or effect premature payment of fixed deposits for recovery of all other amounts due and payable by the Borrower under this Agreement (including but not limited to Interest Tax, Fees, Charges, Stamp Duty, costs and such other charges specified in the Schedule) to the Borrower's Personal Loan account, if the Borrowers fails to make payments to the Bank in accordance with the Amortization Schedule of the Personal Loan.
- 4.8 All amounts in default for payment (i.e. not paid by the Borrower when due to the Bank) including arrears of EMI, interests, fees, charges, taxes and costs will attract Default Interest at the rate / amount (s) specified in the Schedule.
- 4.9 The Borrower is aware that the Schedule hereto is not exhaustive and can be changed and fresh/new charges can be added to, anytime and from time to time, at the sole and absolute discretion of the Bank and such charges shall be binding on the Borrower.

### **5 Conditions Precedent to Disbursement of Loan**

- 5.1 The Bank shall not disburse any amount under the Personal Loan unless the following conditions are complied with to the complete satisfaction of the Bank:
- 5.1.1 The Personal Loan Agreement is duly executed and delivered to the Bank by the Borrower;
- 5.1.2 The Borrower procures in favour of the Bank, a Guarantee as maybe required by the Bank at its sole discretion, of such person as maybe approved by the Bank, for guaranteeing repayment of the Personal Loan with interest and all other amounts payable in respect thereof;
- 5.1.3 The Borrower submits to the satisfaction of the Bank, a certificate of employment from his/her employer and his/her Financial Statements, in the case of Borrower being a salaried person;
- 5.1.4 The Borrower submits to the Bank, Post Dated Cheques (PDCs) towards repayment installments; and
- 5.1.5 Any other document or undertaking as the Bank may require at its sole discretion.
- 5.1.6 Paid Processing Fees for processing and sanction of Personal Loan.
- 5.2 The Bank may not, having disbursed any amount, disburse any further amount under the Personal Loan, unless the following conditions are complied within the sole discretion of the Bank before such further disbursement:
- 5.2.1 No event of default as specified in Clause 9 hereinafter shall have occurred;
- 5.2.2 The Borrower shall have produced evidence of the utilization of prior disbursements and also in respect of proposed disbursements;

- 5.2.3 The Borrower shall have produced his/their periodic financial statements; and
- 5.2.4 The Borrower shall have produced all other documents or writings as required by the Bank at its sole discretion.

## **6 Repayment / Prepayment**

- 6.1 The Personal Loan (including the principal, interest thereon and any other charges, premiums, fees, taxes, levies or other dues payable by the Borrower to the Bank in terms of this Agreement) shall be repayable by the Borrower to the Bank:
  - 6.1.1 at the Branch (or at any other branch of Bank or at any other place as maybe notified by the Bank);
  - 6.1.2 by way of EMI as mentioned in the Schedule towards repayment of principal and interest; and
  - 6.1.3 by separate repayments:
    - 6.1.3.1 towards repayment of default interests, fees, charges, taxes, claims, costs and expenses or
    - 6.1.3.2 towards repayment of interest tax as maybe notified by the Bank to the Borrower.
- 6.2 The EMI amount shall be arrived at so as to comprise repayment of principal and payment of interest calculated on the basis of the interest rate, periodicity of compounding, periodicity of repayment, periodicity of effecting credits in the account so as to aim repayment of the entire liability under the Personal Loan at the end of its tenor and the Borrower agrees to continue paying EmIs until all amounts due under the Personal Loan have been repaid in full to the Bank.
- 6.3 The Borrower shall provide to the Bank, such number and amount of PDCs, drawn in the name of the Bank, as the Bank may intimate to the Borrower while providing the Personal Loan. The Borrower agrees that in the event any PDCs are lost, stolen, mutilated or destroyed or become void owing to any other reason whatsoever, the Borrower shall replace such PDCs by handing over fresh PDCs to the Bank.
- 6.4 The Borrower may provide Electronic Debit Instructions ("EDI") to the Bank itself or to such other Bank in which the Borrower maintains his account, with respect to the Personal Loan Account (which are popularly known as "Standing Instructions") / ECS Mandate for payment of all EMIs that are payable by the Borrower to the Bank in accordance with this Agreement and the Schedule hereto. For such purpose, the Borrower shall sign and execute all documents/applications and provide all such information/documents as maybe required for effecting EDI by the Bank or such other bank in which the Borrower maintains his account.
- 6.5 No notice, reminder or intimation will be given to the Borrower regarding his/her obligation to pay the EMI regularly on each due date. It shall entirely be his/her responsibility to ensure prompt and timely payment to the Bank. Any delay or default in payment of any EMI shall make the Borrower liable to pay to the Bank, interest at the Default Interest Rate (for the period of such default) as mentioned in the Schedule, besides constituting a default, thereby making all sums under this Agreement due and payable to the Bank forthwith.
- 6.6 All repayments of principal and payment of interest and all other amounts by way of EMI or otherwise shall be given effect to (only upon realization of Cheques/Demand Drafts) in accordance with the method of effecting payment as stated in the Schedule or as adopted by the Bank, from time to time.
- 6.7 EMIs maybe either fixed or growing; in case of growing EMIs, the indicated EMI shall be the EMI for the first repayment. In case of growing EMI, Bank shall inform the Borrower about growing EMI at the time of sanction and first disbursal or it may be communicated subsequently. Accordingly Borrower shall be liable to pay growing EMI and shall substitute the P.D.C. or the Standing Instructions, as the case may be.
- 6.8 The Borrower shall be entitled to prepay the Personal Loan, either partly or fully, as per the rules of the Bank, including payment of Prepayment Charges, for the time being in force in that regard after paying at least the number of EMI's as mentioned in schedule of charges.
- 6.9 The Bank reserves the right to represent failed ECS / PDC/ and similarly re-attempt recovery of amounts overdue thru debit to existing account. In case of Standing Instructions, Bank would recover funds to the extent they are available in the operative account for which the standing instruction has been given to the Bank and can recover the balance from the subsequent credit in the account.

## **7. Bank's Rights**

The Bank shall:

- 7.1 in the event it is unwilling to continue the Personal Loan on account of regulatory or other reasons, have the sole right at anytime during the tenor of this Agreement to recall the entire or part of the Personal Loan without assigning any reason thereof;
- 7.2 have the sole right to amend at anytime and from time to time any of the terms & conditions of this Agreement including but not limited to revising/rescheduling the repayment terms / amount of EMI or any other amounts outstanding thereunder, revision of Interest Rate (including the Default Interest Rate), any other charges or fees, periodicity of compounding of interest, method of effecting credit of the repayments, without assigning any reason and notify such change/revision/amendment to the Borrower. The Borrower will be bound by such change/revision and the Borrower agrees that such revision/change/amendment shall become applicable from date of such revision in the records of the Bank;
- 7.3 have the right to inspect books of accounts and other records maintained by the Borrower; and
- 7.4 be entitled to disclose any information about the Borrower, his/her account relationship with the Bank and/or any default committed by him/her in repayment of amounts (whether such information is provided by the Borrower or obtained by the Bank itself and

whether in form of repayment conduct, rating or defaults) to its head office, other branch offices, affiliated entities, Reserve Bank of India, or such other Credit Information Bureaus like CIBIL etc ] , its auditors, as the Bank may, in its sole and exclusive discretion, deem fit and proper. The Bank shall also be entitled to seek and receive any information as it deems fit in connection with the Personal Loan and/or the Borrower from any third party; and

- 7.5 be entitled to require the Borrower, in the event of the Borrower opting to resign or retire from his current employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever, to instruct his/her employer to remit the entire dues or termination benefits (including compensation) in the liability account maintained with the Bank.
- 7.6 have the right to store financial data of the Borrower. This includes data which is not kept within accounts of IndusInd Bank Limited.
- 7.7 have a right to apply and/or appropriate and/or set-off any credit balance of the Borrower or any monies/assets (including but not limited to property, assets, securities, shares, stocks, and the like) belonging to the Borrower coming in the hands of the Bank towards the repayment of Personal Loan upon occurrence of Event of Default. However, the Bank shall not be obliged to exercise any right given to it herein.

## 8. Borrower's Representations, Warranties, Covenants, Indemnification and Undertakings

- 8.1 The Borrower hereby represents/warrants to/covenants/undertakes throughout the subsistence of this Agreement, with the Bank that
  - 8.1.1 the information provided in the application for the Personal Loan and as contained herein is complete and true in all respects;
  - 8.1.2 there are no threatened or pending claims, demands, litigation or liquidation proceedings against the Borrower;
  - 8.1.3 the Borrower shall utilize the Personal Loan for the purpose for which it is granted and for no other purpose whatsoever;
  - 8.1.4 the Borrower shall repay to the Bank the Personal Loan in accordance with the Repayment Terms mentioned herein.
  - 8.1.5 the Borrower shall at all times maintain sufficient balance in the Personal Loan Repayment Account to ensure payment of each EMI;
  - 8.1.6 any dispute about interest computation shall not entitle the Borrower to withhold payment of an EMI;
  - 8.1.7 the Borrower shall provide to the Bank its financial statement and other information and documents concerning his employment, profession, business or utilization of Personal Loan as the Bank may require from time to time;
  - 8.1.8 the Borrower shall, within 7 (seven) days of the event, inform the Bank of any likely change in his/her employment and/or residential/office address;
  - 8.1.9 the Borrower shall not, during the tenure of this Agreement, avail of or obtain any further loan or facility for the same purpose without the prior written consent of the Bank;
  - 8.1.10 the Borrower shall ensure that none of the PDCs issued by him/her are returned dis-honoured for any reason whatsoever and is aware that in such an event cheque dis-honour charges will be payable by him/her to the Bank as specified in the Schedule;
  - 8.1.11 the EDI given to the Bank by the Borrower pursuant to this Agreement:
    - 8.1.11.1 shall not be changed, modified or countermanded without prior written permission of the Bank;
    - 8.1.11.2 if not acted upon by the Bank in which the account is maintained for whatever reason, then without prejudice to the rights of the Bank to recall the entire amount outstanding under the Personal Loan, the Borrower shall issue such revised instructions as maybe necessary to ensure payment to the Bank in terms of this Agreement and/or to issue and deliver PDCs for the balance outstanding under the Personal Loan as per Schedule.
  - 8.1.12 shall not stand surety or as guarantor for any third party liability or obligation;
  - 8.1.13 shall not leave India for employment or business or long stay or permanently, without first fully repaying the Personal Loan then outstanding, with interest and other dues, including prepayment charges, if any and shall keep himself aware of all the rules of the Bank, as pertaining to the Personal Loan, and in force from time to time;
  - 8.1.14 the Borrower shall maintain, operate and fund the Personal Loan Account, if any, till the whole of the Loan Amount, together with interest and charges thereon, is received in full by the Bank
  - 8.1.15 The Borrower undertakes that, if there is a breach of any of the representations or warranties provided hereunder, then, the Borrower shall indemnify the Bank in respect of any reasonable costs and expenses suffered or incurred by the Bank which arises from the event or circumstance giving rise to any claim for breach of representation or warranty or any representation given by the Borrower to the Bank in the Application for the Loan.

## 9. Events of Default

- 9.1 The Bank may, by a written notice to the Borrower, declare the Personal Loan to have become due and payable forthwith upon the occurrence (in the sole decision of the Bank) of any one or more of the following events:
  - 9.1.1 The Borrower fails to pay to the Bank any amount on or before due date and payable under this Agreement (including an EMI) or furnish the PDCs or any other document / agreement as maybe required by the Bank from time to time or if any PDCs are dis-honored or EDI are not acted upon;
  - 9.1.2 The Borrower fails to pay to any person other than the Bank any amount on or before due date and payable or any person

other than the Bank may demand repayment of the loan or dues or liability of the Borrower to such person ahead of its repayment terms as previously agreed between such person and the Borrower

- 9.1.3 The Borrower defaults in performing any of his/her obligations under this Agreement or breaches any of the terms and conditions of this Agreement;
  - 9.1.4 The Borrower resigns, retires or is discharged or removed from the employment he/she was engaged in on the date of this Agreement;
  - 9.1.5 Any of the information provided by the Borrower to avail the Personal Loan or any of the Representations and Warranties contained herein being found to be or becoming incorrect or untrue;
  - 9.1.6 If there is reasonable apprehension that the Borrower is unable to pay his/her debts or any person other than the Bank commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commit act of insolvency;
  - 9.1.7 If any distraint or attachment of any assets of the Borrower is effected; and
  - 9.1.8 The Bank, for any regulatory or other reasons, being unable or unwilling to continue the Personal Loan, recalls by written notice the Personal Loan and the Borrower fails to repay in accordance with the said notice.
- 9.2 It is clarified that upon occurrence of an Event of Default, the Bank shall be entitled to adopt civil and/or criminal proceedings against the Borrower, including for dis-honour of cheques under Section 138 of Negotiable Instruments Act. (or ) for rejection of ECS debit instruction under section 25 of payments and settlement systems act 2007.

#### **10. Assignment and Transfer**

- 10.1 The Bank shall have an absolute right to sell or transfer (by way of assignment, securitization or otherwise) the whole or part of the Personal Loan in such manner and on such terms and conditions as the Bank may decide at its sole discretion.
- 10.2 The Borrower expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the Personal Loan is sold or transferred as his/her lender and make the repayment of the Personal Loan to such person in the manner directed by the Bank.
- 10.3 The Borrower shall not be entitled to transfer or assign any of his/her rights under this Agreement.

#### **11. Miscellaneous**

- 11.1 The Parties agree that in any legal action or proceeding arising out of or in connection with this Agreement, entries made in the Books of Accounts maintained by the Bank shall be prima facie evidence of debt and of all amounts payable, as therein recorded, by Borrower to the Bank;
- 11.2 If at any time any provision hereof is or becomes illegal, invalid or unenforceable in law, neither the legality, validity nor enforceability of the remaining provision hereof, nor the legality, validity or enforceability of other provisions shall in anyway be affected or impaired thereby.
- 11.3 The Parties agree that any delay or omission by the Bank in exercising any of its right, powers or remedies as the lender of the Personal Loan under this Agreement and other documents pursuant hereto shall not impair the right, power or remedy or be construed as its waiver or acquiescence by the Bank.
- 11.4 The Parties confirm that this Agreement and its Schedule and any other documents executed pursuant to this Agreement shall represent one single Agreement between the Parties.
- 11.5 Any notice under this Agreement shall be in writing and sent to the address stated in the Schedule. The Borrower shall forthwith inform the Bank of any change in his/her address.
- 11.6 This Agreement shall be subject to Indian law and subject to the jurisdiction of courts having jurisdiction where the Branch is situated.
- 11.7 All disputes, differences and/or claim arising out of or touching upon this Agreement whether during its subsistence or thereafter shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof and shall be referred to the sole Arbitration of an Arbitrator by the Bank. The award given by such an Arbitrator shall be final and binding on all the Parties to this agreement.
- 11.8 Dispute for the purpose of Arbitration includes default committed by the Borrower as per clause 9 of this Agreement. It is a term of this agreement that in the event of such an Arbitrator to whom the matter has been originally referred to dying or being unable to act for any reason, the Lender, at the time of such death of the arbitrator or of his inability to act as arbitrator, shall appoint another person to act as arbitrator. Such a person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- 11.9 The venue of Arbitration proceedings shall be at Mumbai and the language shall be in English.
- 11.10 All notices and other communications on the Bank and the Borrower shall be to the following address, respectively:
  - For Bank : IndusInd Bank Ltd. (Personal Loans Division),  
Plot No. 57, Road No. 17, PNA House, 3rd Floor,  
MIDC, Andheri (E), Mumbai - 400 093
  - For Borrower : The correspondence address as updated with the Bank.

**Key Fact Statement cum Schedule – Personal Loans (Bank Copy)**

(Customer Name \_\_\_\_\_ LOS No. \_\_\_\_\_ )

1	Loan amount	
2	Loan term	
3	Interest type	FIXED
4	(a) Interest chargeable (In case of Floating Rate Loans) (b) Interest chargeable (In case of Fixed Rate Loans)	(a) ....% (BASE RATE +.....) NA (b) .....%
5	Date of reset of interest	NA
6	Mode of communication of changes in interest rates	NA
7	Fee payable (Processing Fee)	_____ *
a	On application	NA
b	During the term of the loan	Duplicate Statement Issuance Charge – Rs 250/- * Cheque / ECS / SI Swapping Charges – Rs 500/- * Duplicate No Dues Certificate – Rs 250/-* Duplicate Amortization Schedule Charge – Rs 250/- * Loan Re-booking / Rescheduling Charges – Rs 1,000/- * Loan Cancellation Charges – Rs 1,000/ * Issuance Charges for Photocopy of Loan Agreement / Documents – Rs 250/- * CIBIL Report – Rs 50/- * Legal Charges – As per actuals
c	On foreclosure	_____ % * of amount prepaid, allowed only after repayment of _____ EMI's.
d	Fee refundable if loan not sanctioned/disbursed	NA
e	Conversion charges for switching from floating to fixed interest and vice-versa	NA
f	Penalty for delayed payments	Payment Dishonor Charges – Rs 450/- * Delayed EMI Payment Charges – Rs 150/- *
8	EMI payable (in Rs. & words)	( _____ )**
9	Details of security/collateral obtained	NA
10	Date on which annual outstanding balance statement will be issued	NA

\* - plus applicable taxes, per event

\*\* Last EMI as per Repayment schedule

Signature of the Borrower: \_\_\_\_\_



**SCHEDULE CUM DISBURSEMENT DECLARATION**

1	Name of the Borrower	
2	Place of Agreement	
3	Date of Agreement	
<b>Repayment Details</b>		
4	Mode of Repayment	ECS <input type="checkbox"/> SI <input type="checkbox"/>
5	Bank & Branch Name	
6	Account Number	
7	IFSC code	
8	MICR code (If ECS)	
9	1 Cancelled Cheque # (For ECS / SI)	
10	1 PDC Cheque # (for 1 <sup>st</sup> EMI)	
11	4 Security Cheque #s	1. _____ 2. _____ 3. _____ 4. _____
12	Security Cheque amount (Loan Amount /4)	
13	Date when first installment is due	
<b>Disbursement Details</b>		
14	Same as Repayment Account	Yes <input type="checkbox"/> No <input type="checkbox"/>
15	Bank & Branch Name	
16	Account number	
17	IFSC code (If ECS)	
18	NEFT / RTGS / DD Beneficiary name	
19	Insurance Premium Amount	
20	Insurance Nominee Name	
21	Processing Fee	_____ % of the loan amount plus applicable taxes
22	Net Loan Amount for Disbursement	



Only in case of Balance Transfer ( BT)		
23	BT Favoring	
24	Bank / Financier Name	
25	Loan Account Number	
26	BT Amount payable to Financier	
27	BT Top-up Amount (If applicable)	

\_\_\_\_\_  
**Bank Executive Name**

\_\_\_\_\_  
**Bank Executive Signature**

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands the day and the year stated in the Key Fact Statement / Schedule / Disbursement declaration herein above written.

SIGNED AND DELIVERED by the within-named  
 IndusInd Bank Limited

Mr. / Mrs. / Ms. \_\_\_\_\_ Name \_\_\_\_\_ Signature \_\_\_\_\_

Its duly authorized signatories for the purpose in the presence of :

Mr. / Mrs. / Ms. \_\_\_\_\_ Name \_\_\_\_\_ Signature \_\_\_\_\_

By the within named Borrower

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Mr. / Mrs. / Ms. \_\_\_\_\_ Name \_\_\_\_\_ Signature \_\_\_\_\_

In the presence of

Mr. / Mrs. / Ms. \_\_\_\_\_ Name \_\_\_\_\_ Signature \_\_\_\_\_

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# BALANCE TRANSFER DECLARATION

**IndusInd Bank**

LOS No.:

Date : \_\_\_\_\_

To,  
Personal Loan Department,  
IndusInd Bank Ltd.

This has reference to sanction of my Personal Loan by IndusInd Bank Ltd. I have applied for a Personal Loan with your Bank and would like to avail the balance transfer facility to close my existing Personal Loan with \_\_\_\_\_ (name of Bank/ FI). I authorize you to issue loan Disbursal Cheque / Demand Draft / Pay Order / Payment instruction as per details given below.

### **Towards Proposed Balance transfer loan**

Favoring \_\_\_\_\_

Bank / Financier Name \_\_\_\_\_

Loan Account No. \_\_\_\_\_

IFSC Code \_\_\_\_\_

Amount \_\_\_\_\_

### **Towards Top-up loan (if applicable)**

Favoring \_\_\_\_\_

Bank Name \_\_\_\_\_

SB / CA Account No. \_\_\_\_\_

IFSC Code \_\_\_\_\_

Amount \_\_\_\_\_

I hereby, agree that the loan disbursal date would be considered as the date on which the Disbursal Cheque / Demand Draft / Pay Order / Payment instruction is made towards the Financier for Balance Transfer of existing Personal loan. The applicable EMI will start as per EMI cycle of the Bank based on the disbursal date and will not vary on account of any delay in processing of the Top-up loan (if applicable).

I undertake to submit necessary payment paid receipt/ closure proof for the Balance Transfer payment issued by you. I further undertake that in case of any shortfall for closure of the loan with my existing Bank/ FI, post submission of the BT payment issued by you, the same would be paid off by me.

**Yours Faithfully,**

**Name of the Borrower:** \_\_\_\_\_

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**Signature of the Borrower:** \_\_\_\_\_

**Vernacular Declaration**

I, the undersigned [hereinafter referred to as the "Borrower"], enclose a Demand Promissory Note dated for Rs \_\_\_\_\_ /-) (Rupees \_\_\_\_\_) payable on demand which is given to you as collateral security for repayment of the Personal Loan ("the said Loan") together with the interest accrued thereon to IndusInd Bank Limited

The contents of the above have been read over and translated into \_\_\_\_\_ language and explained to Mr. / Ms. \_\_\_\_\_, the Borrower and he / she / they having understood the contents thereof subscribed to the said Agreement.

Declarant's Name : \_\_\_\_\_

Declarants Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Declarants Signature : \_\_\_\_\_

Date : \_\_\_\_\_

Place : \_\_\_\_\_

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

⊗

Signature of the Borrower : \_\_\_\_\_

Date : \_\_\_\_\_

Place : \_\_\_\_\_

**Key Fact Statement cum Schedule – Personal Loans (Customer Copy)**

(Customer Name \_\_\_\_\_ LOS No. \_\_\_\_\_)

1	Loan amount	
2	Loan term	
3	Interest type	FIXED
4	(a) Interest chargeable (In case of Floating Rate Loans) (b) Interest chargeable (In case of Fixed Rate Loans)	(a) ....% (BASE RATE +.....) NA (b) .....%
5	Date of reset of interest	NA
6	Mode of communication of changes in interest rates	NA
7	Fee payable (Processing Fee)	_____*
a	On application	NA
b	During the term of the loan	Duplicate Statement Issuance Charge – Rs 250/- * Cheque / ECS / SI Swapping Charges – Rs 500/- * Duplicate No Dues Certificate – Rs 250/-* Duplicate Amortization Schedule Charge – Rs 250/- * Loan Re-booking / Rescheduling Charges – Rs 1,000/- * Loan Cancellation Charges – Rs 1,000/ * Issuance Charges for Photocopy of Loan Agreement / Documents – Rs 250/- * CIBIL Report – Rs 50/- * Legal Charges – As per actuals
c	On foreclosure	_____ % * of amount prepaid, allowed only after repayment of _____ EMI's.
d	Fee refundable if loan not sanctioned/disbursed	NA
e	Conversion charges for switching from floating to fixed interest and vice-versa	NA
f	Penalty for delayed payments	Payment Dishonor Charges – Rs 450/- * Delayed EMI Payment Charges – Rs 150/- *
8	EMI payable (in Rs. & words)	( _____ )**
9	Details of security/collateral obtained	NA
10	Date on which annual outstanding balance statement will be issued	NA

\* - plus applicable taxes, per event

\*\* Last EMI as per Repayment schedule

Signature of the Borrower: \_\_\_\_\_

