TERMS AND CONDITIONS FOR INSTANT ONLINE PRE-APPROVED LOAN FACILITY

The following Terms and Conditions shall be applicable to the Personal loan facility account granted by The South Indian Bank Limited (SIBL). The words I, me and Borrower refer to the person(s) who hold the account and shall include both singular and plural. The bank refers to The South Indian Bank Limited, banking company incorporated under the Companies Act,1913 and having its Head office at SIB House, T.B. Road, Mission Quarters, Thrissur ,Kerala - 680 001.

1. The Borrower undertakes to notify in writing to the Bank of any circumstance(s) affecting the correctness of any of the particulars set forth in the Borrower's proposals immediately on the happening or occurrence of any such circumstance(s).
2. The said credit facility may be disbursed as stipulated by the Bank and the Borrower expressly agrees to the same.
3. The Borrower agrees to pay the interest at the rate fixed and as accepted by the Borrower. The Rate of Interest specified and offered is Fixed Rate and will remain same till the closure of the loan, unless specified otherwise. Notwithstanding the above, the Borrower agrees that the Rate of Interest may increase on account of the directives of Reserve Bank of India or as revised by the Bank from time to time and in that case, the Borrower agrees to pay such revised rate of interest.
4. The Borrower agrees to repay the loan amount together with interest in the period specified in equated monthly instalments (EMI). The process of fixing EMI is agreed to be as follows:
   a) If the loan open date is in the range of 5th to 15th (both inclusive) of a month, then the EMI start date of the loan will be on the 5th of immediate next month.
   b) If the loan open date is in the range of 16th to 4th (both inclusive), then the EMI start date will be 5th of the month coming after completion of 30 days from the loan open date. The broken period interest (interest from the account open date to 4th of immediate next month) will be demanded in the account at the end of the broken period.
   c) The initial break up between the Principal and Interest for the tenure of the loan is provided here with however the same is subject to change and upon such change such amended Principal and Interest for the rest of the tenure shall be deemed to become effective and the repayment dates shall be deemed to have been amended accordingly.
   d) An amount of Rs. 750 + GST is charged to the borrower if an EMI amount is missed or if it bounces due to any reason.

5. The Borrower(s) agrees to accept as conclusive proof of the correctness of any sum claimed to be due from them to the Bank under the respective agreements for credit facility (ies), a statement of account/ extract from the computer or otherwise without the production of any voucher/document/register/computer audit trail of the transactions.
6. The Bank shall have the right of set-off/net off on the deposits of any kind and nature (including fixed deposits) held/balances lying in any accounts of the Borrower and on any monies, securities, bonds and all other assets, documents, deeds and properties held by/under the control of the Bank / their trustees or agents (whether by way of security or otherwise pursuant to any contract entered/to be entered into by the Borrower in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of any of the Bank' services extended to and/or used by the Borrower and/or as a result of any other facilities that may be granted by the Bank to the Borrower.
7. Notwithstanding anything contained herein, Bank may at its sole and absolute discretion recall the whole advance upon the happening of any of the following events, viz:-
    a) Any one or more installment(s) (EMI) being unpaid upon the due date for payment thereof;
    b) The Borrower/s committing any breach of default in the performance or observance of these presents and/or theborrower's proposal and/or security documents or any other terms or conditions relating to the advance;
    c) The Borrowers/Guarantor(s) entering into any agreement or composition with its creditors or commit any act of insolvency;
    d) Any execution or distress being enforced or levied against the whole or any part of the Borrower's/Guarantor(s)'s properties;
    e) The Borrower/Guarantor(s) going into insolvency proceedings;
    f) A Receiver/Liquidator being appointed in respect of the whole or any part of the property of the Borrower/Guarantor(s).
    g) The occurrence of any event or circumstance which would prejudicially or is like to prejudicially or adversely affect in any manner the capacity of the Borrower to repay the loan

On the question whether any of the above events has happened, the decision of the Bank shall be conclusive and binding on the Borrower.

8. In the event of default in observing any of the sanction terms and conditions, the borrower agrees to pay penal charges at the rate specified in the sanction letter/application/annexure/s/key fact statement attached to the agreement.

9. The Borrower(s) agree as a precondition of the loan/advances given to him/them by the bank, the Borrower(s) hereby agrees and give consent to the disclosure by the Bank of all or any such (a) information and data relating to the Borrower(s), (b) the information or data relating to any credit facility availed of/to be availed by the Borrower(s) and (c) default, if any, committed by the Borrower(s) in discharge of Borrower(s)' such obligation as the Bank may deem, appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd (CIBIL), Information Utility (IU) or any other agency authorised in this behalf by RBI.
10. The Borrower shall advise the Bank in writing of any change in my/our Residential or Employment address.
11. The Borrower confirms that the funds shall be used for the lawful purpose and will not be used for speculative or antisocial purpose.
12. The Borrower certifies to be a citizen of India.
13. The Borrower hereby authorizes The South Indian Bank Ltd. to make any enquiries regarding the Borrower's application.
14. The Borrower confirm having received, read& understood the term and conditions applicable to this loan & accept hereby without notice the terms& conditions unconditionally & agree that these terms & conditions may be changed by The South Indian Bank Ltd. at any time and the Borrower will be bound by the amended terms & conditions.
15. The Borrower certifies that all the information furnished to the Bank above is true and accurate. The Borrower agrees and acknowledges that only direct telephone numbers (not board / general telephone numbers of offices / corporate / employers) will be accepted for registration of "Do Not Call". The Borrower is aware that post registration, the Borrower may receive a call from the Bank to verify the correctness of the request for registration.
16. The Borrower agrees to abide by the Bank's Terms and Conditions and rules in force and the changes thereto in Terms and Conditions from time to time relating to the Borrower's account as communicated and made available on the Bank's website.
17. The Borrower agrees that the opening and maintenance of the account/loan facility is subject to rules and regulations introduced or amended from time to time by the Reserve Bank of India.
18. The Borrower/s hereby specifically authorize the Bank to debit account/s for the EMI, transaction charges ,processing charges, Pre/Part Payment and/or Foreclosure charges as applicable or in the latest schedule of charges published by the bank from time to time.

19. The Bank shall have the right to appoint an auditor to conduct audit at the discretion of the Bank in the event of the Borrower's account being classified as red flagged account.

The purpose of such audits is to ensure compliance with regulatory norms of RBI vide circular ref - RBI/DOS/2024-25/118 DOS.CO.FMG.SEC.No.5/23.04.001/2024-25 dated 15.07.2024. Further in cases where the audit report submitted remains inconclusive or is delayed due to non-cooperation by the Borrower, Bank shall conclude on status of the account as a fraud or otherwise based on the material available on record basis the internal investigation/ assessment of the Bank

20. For evidence purposes in any court of law or arbitration or before any authority, any paper printouts of this Agreement produced by the Bank from its electronic records shall be final and binding on the Borrower and the Borrower waives any objection it may have for the same being produced by the Bank as proof and in such evidence.

21. The Loan, this document/other documents, shall be governed by the laws of India. The parties hereto expressly agree that all disputes arising out of and/or relating to the Loan, this or any other relevant document shall be subject to the exclusive jurisdiction of the court/tribunal of the city/place in which the branch/office of the Bank from where the contract has been last concluded, provided that the exclusivity aforesaid shall bind the Borrower and the Bank shall be entitled to pursue the same in any other court of competent jurisdiction at any other place; and provided further that if any dispute is below the pecuniary jurisdiction limit of the Debts Recovery Tribunals established under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993, then such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by the Bank and Borrower from the list provided herein. The parties jointly agree that the 1st mentioned person in the panel of arbitrators annexed herewith shall be appointed as the sole arbitrator for resolving the disputes if any with respect to the matters connected with the agreement or other related matters. It is further agreed by the parties jointly that if the 1st named person is unable to perform his functions or for other reasons fails to act without undue delay or the parties jointly agree for the termination of his mandate as arbitrator, the 2nd person in the panel of arbitrators annexed herewith shall be substituted /appointed as the sole arbitrator for resolving the disputes if any with respect to the matters connected with the agreement or other related matters. It is further agreed by the parties jointly that if the 2nd named person is also unable to perform his functions or for other reasons fails to act without undue delay or parties jointly agree for the termination of his mandate as arbitrator, the 3rd person in the panel of arbitrators annexed to the schedule of the agreement shall be substituted /appointed as the sole arbitrator for resolving the disputes if any with respect to the matters connected with the agreement or other related matters. The place of

arbitration shall be at Thrissur, Kerala State or such other place as the Bank may determine.

List of Arbitrator(s)

Sl No.	Name of the Arbitrator	Address	Mobile No
1.	Adv. Smijosh K M	DYFI Corner, Ayyanthole P.O, Thrissur-680003	9847233233
2.	Adv. Sabu S	INDLAW Lawyers & Solicitors, 3rd Floor,Vallamattom Estate, Ravipuram, Ernakulam682015	9447153655
3	Adv. Sheen Jose	1st Floor, TK Tower, Karthyayani Temple Road, Ayyanthole Ground Ayyanthole PO, Thrissur Pin 680003	9846641555

22. RBI Disclosures in terms of Circular Ref: RBI/2021-2022/125 dtd Nov 12, 2021.

I/we confirm having understood the following concepts and illustrative examples related to due dates, classification of our borrowal accounts as SMA/NPA in the course of the conduct of the accounts.

Concepts / clarifications/ Illustrative examples on Due dates and specification of SMA 1 NPA classification dates

Dues: mean, the principal/interest/ any charges levied on the loan account which are payable within the period stipulated as per the terms of sanction of the credit facility.

Overdue: mean the principal/ interest/ any charges levied on the loan account which are payable, but have not been paid within the period stipulated as per the terms of sanction of the credit facility In other words, any amount due to the bank under any credit facility is 'overdue' if it is not paid on the due date fixed by the bank.

Relevance of the Principle of 'First In First Out' (FIFO) in appropriation of payments into the borrowal account:

The Principle of FIFO i.e., 'First In, First Out' accounting method is relevant to arrive at the No. of days of overdue for determining the SMA / NPA status. The FIFO principle assumes that, the oldest outstanding dues in the loan account needs to be cleared first .The FIFO method thus requires that what is due first must be paid by the borrower first. For example; if in any loan account as on 01.02.2021 there are no overdues and an amount of Rs. X is due for payment towards principal instalment/interest/charges, any payment being credited on or after 01.02.2021 in the loan account will be used to pay off the dues outstanding on 01.02.2021

Assuming that nothing is paid /or there is partial payment (Rs Y) of dues during the month of February, the overdue as on 01.03.2021 will be Rs .X-Y. Additionally, an amount of Rs.Z becomes due as on 01.03.2021, Now any payment /partial payment into the account on or after 01.03.2021 will be first utilized to pay off the partial due of 01.02.2021 (Rs X - Rs.Y) If there is more recovery than the Rs X - Rs Y then after recovering dues of 01.02.2021, the remaining amount will be treated as recovery towards due of 01.03.2021. Age of oldest Dues:

The age of oldest dues is reckoned in days from the date on which the oldest payment is due and continues to remain unpaid In the aforesaid illustration, if the Dues relating to 1st February 2021 remain unpaid till 01.03.2021, the age of the oldest dues is reckoned as 29 days on 02.03.2021.

Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA)
Lending institutions will recognize the incipient stress in loan accounts, immediately on Default, by classifying them as Special Mention Accounts (SMA) The basis of classification of SMA / NPA Category shall be as follows:

Loans in the nature of Term Loans		**Loans in the nature of 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

Non-performing Asset:
Non-Performing Asset (NPA) is a loan or an advance where:

i. interest and/ or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan, ii. the account remains 'out of order' as indicated below, in respect of an Overdraft/Cash Credit (OD/CC), iii. the bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted,

iv. the instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops,

v. the instalment of principal or interest thereon remains overdue for one crop season for long duration crops.

'Out of Order' Status:

An account shall be treated as 'out of order' if:

i the outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit/drawing power for 90 days, or

ii the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days, or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 days period.

Illustrative movement of an account to SMA category to NPA category based on delay /nonpayment of dues and subsequent upgradation to Standard category at day end process:

Due date of Payment	Payment Date	Payment Covers	Age of oldest dues in days	SMA/NPA Categorisation	SMA since Date / SMA class date	NPA Categorisation	NPA Date
01.01.2022	01.01.2022	Entire dues upto 01.01.2022	0	NIL	NA	NA	NA
01.02.2022	01.02.2022	Partly paid dues of 01.02.2022	1	SMA-0	01.02.2022	NA	NA
01.02.2022	02.02.2022	Partly paid dues of 01.02.2022	2	SMA-0	01.02.2022	NA	NA
01.03.2022		Dues of 01.02.2022 not fully paid 01.03.2022 is also due at EOD 01.03.2022	29	SMA-0	01.02.2022	NA	NA
		Dues of 01.02.2022 fully paid , Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA-0	01.03.2022	NA	NA

		No payment of full dues of 01.02.2022 and 01.03.2022 at EOD 03.03.2022	31	SMA-1	01.02.2022 / 03.03.2022	NA	NA
		Dues of 01.02.2022 fully paid , Due for 01.03.2022 not fully paid at EOD 1.03.2022	1	SMA-0	01.03.2022	NA	NA
01.04.2022		No payment of dues of 01.02.2022, 01.03.2022 and amount due on 01.4.2022 at EOD 01.04.2022	60	SMA-1	01.02.2022 / 03.03.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.04.22 at EOD 02.04.2022	61	SMA-2	01.02.2022 / 02.04.2022	NA	NA

01.05.2022		No payment of dues of 01.02.2022 till 01.05.22 at EOD 01.05.2022	90	SMA-2	01.02.2022 / 02.04.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.05.22 at EOD 02.05.2022	91	NPA	NA	NPA	02.05.2022
01.06.2022	01.06.2022	Fully Paid dues of 01.02.2022 at EOD 01.06.2022	93	NPA	NA	NPA	02.05.2022
01.07.2022	01.07.2022	Paid entire dues of 01.03.2022 & 01.04.2022 at EOD 01.07.2022	62	NPA	NA	NPA	02.05.2022
01.08.2022	01.08.2022	Paid entire dues of 01.05.2022 & 01.06.2022 at EOD 01.08.2022	32	NPA	NA	NPA	02.05.2022

01.09.2022	01.09.2022	Paid entire dues of 01.07.2022 & 01.08.2022 at EOD 01.09.2022	1	NPA	NA	NPA	02.05.2022
01.10.2022	01.10.2022	Paid entire dues of 01.09.2022 & 01.10.2022	0	Standard Account with No Overdues	NA	NA	STD from 01.10.2022

23. *The borrower is entitled to deny consent for use of specific data, restrict disclosure to third parties, data retention, revoke consent already granted to collect personal data , and, delete/forget the data by contacting us at customercare@sib.bank.in*, if required.

I/we also understand that the aforesaid few examples are illustrative and not exhaustive in nature covering common scenarios, and that, the IRACP norms and clarifications provided by RBI on the subjects referred above will prevail.