



**COMMERCIAL SCHEDULE**  
**(SANCTION TERMS)**

<b>Name of the Borrower</b>		<b>Address of the Borrower</b>	
<b>URN</b>		<b>Branch</b>	
<b>Loan Account Number</b>		<b>Details of the Guarantor</b>	
<b>Facility</b>		<b>EMI (Frequency, Amount and Number)</b>	<b>As per the Repayment Schedule.</b>
<b>Tenure</b>	_____ Months.	<b>Rate of Interest</b>	
<b>Default Interest</b>	_____ %	<b>Documentation Fees</b> <b>Processing Fees (if any)</b> <i>*in case the sanctioned amount is &gt;INR 25000</i>	_____
<b>Purpose of the Facility</b>		<b>Mode of Repayment</b>	_____ _____
<b>Insurance opted</b>	<b>Yes/No</b>	<b>Bank Account number for SI</b>	
<b>Insurance Amount</b>			
<b>Details of SPDC</b>		<b>Bank Account Number for disbursement</b>	
<b>Place of execution</b>	.	<b>Date of execution</b>	

**INDIVIDUAL LOAN AGREEMENT**

This Individual Loan Agreement (the "Agreement") is made and executed at the place & date mentioned in the Commercial Schedule attached hereto between:

The Borrower whose details are as specified in the Commercial Schedule hereto (hereinafter referred to as "Borrower" which term shall be deemed to mean and include, unless the context otherwise requires or permits, its successors, constituted attorneys and permitted assigns)

**IN FAVOR OF**

**Jana Small Finance Bank Limited**, a Company incorporated under Companies Act, 1956 and licensed by the Reserve Bank of India to carry on business as a small finance Bank under the Banking Regulation Act 1949, having its registered office at The Fairway Business Park, Ground and First Floor, Survey No. 10/1, 11/2 and 12/2B, Off Domlur, Koramangala Inner Ring Road, Next to Embassy Golf Links, Challaghatta, Bangalore - 560 071, and having one of its branch office at the place specified in the Commercial Schedule hereto, hereinafter referred to as the "**BANK**" which term shall be deemed to mean and include, unless the context otherwise requires or permits, its successors, constituted attorneys and permitted assigns.

**WHEREAS:**

- a) The Borrower has approached the Bank for the grant of the Individual Loan Facility ("Facility").
- b) At the request of the Borrower, the Bank has agreed to grant the Facility to the Borrower for such amount as set out in the Commercial Schedule hereto subject to (a) execution of Facility Documents and this Agreement, (b) terms & conditions stipulated in the Facility Documents and this Agreement.
- c) All the commercial details in relation to the Facility are captured in the Commercial Schedule attached hereto.

**1. DEFINITIONS:**

- a) "EMI" shall mean the periodical instalments as may be computed by the Bank from time to time in relation to the Facility (rounded off to the next rupee).
- b) "Due Date" shall mean the date(s) on which any amounts in respect of the Facility are payable by the Borrower to the Bank.
- c) "Facility Documents" shall include application form, sanction letter, this Agreement and all other agreements, instruments, undertakings, indentures, deeds, writings and other documents executed or entered into, or to be executed or entered into, by the Borrower and the Bank, in relation, or pertaining, to the Facility and the transactions contemplated therein, and includes all modifications and amendments thereto.

- d) "Guarantor" shall mean and include the Borrower's spouse or defined blood relatives (in case of single/widow/divorced Borrower) more specifically mentioned in the Commercial Schedule hereto.
- e) "RBI" shall mean the Reserve Bank of India.

**2. Disbursal of the Facility**

- a) The Borrower authorises the Bank to disburse proceeds of the Facility to his/her savings bank account maintained with the Bank as specified in the Commercial Schedule or through such other mode as the Bank deems fit in this regard.
- b) The Borrower understands that the Bank may withhold release of further tranches under the Facility at its sole discretion, if the performance of the Facility is not satisfactory and/or if there is breach of any terms of the Facility Documents.
- c) The Borrower authorises the Bank to appropriate the Facility or part of the Facility for adjusting the overdues and /or place a debit hold on the bank account as mentioned in the Commercial Schedule at its sole discretion in respect of any of its current or future indebtedness with the Bank.

**3. RATE OF INTEREST:**

- a) The Borrower shall pay interest on the Facility at the rate of interest ("Interest") and on the relevant Due Date as specified in the Commercial Schedule hereto.
- b) The Interest payable by the Borrower shall be subject to the changes based on RBI's guidelines and/or directives that the Bank is obliged to give effect to.
- c) The Bank shall inform the Borrower regarding any change in respect of Interest rate or any conditions herein by way of publishing a notice displayed on the notice board of a Bank's branch or on the Website and the same shall be deemed as sufficient notice of change to the Borrower.
- d) The Interest rate shall be calculated at 365/366 days, as may be applicable.

**4. REPAYMENT:**

- a) The Borrower shall promptly repay the Facility and the due interest in accordance with the terms set out in the repayment schedule ("Repayment Schedule"). However, for the convenience of the Borrower, the Bank has agreed that the authorized officials of the Bank may collect the EMI from the Borrower on such dates as laid down in the Repayment Schedule. . No interest will accrue from the date of payment of EMI, if the same is paid before the due date.
- b) The Bank confirms and the Borrower understand that there shall be a moratorium for the initial period before the first EMI becomes due. Therefore, if the Facility is disbursed after the 7th day of the respective month, a moratorium for the subsequent month shall be provided to the Borrower and the first instalment shall become due on the last day of the month after the moratorium ends. E.g. If the disbursement date is 15th October, the first instalment shall become due on 31st December. Interest for such period will be capitalized on the principal.
- c) The Borrower can avail moratorium of upto two EMIs per year of the tenure of the Facility ("Payment Holiday"). Opting for the Payment Holiday is optional and the Borrower shall submit a separate request for availing the same. The Bank may provide Payment Holiday to the Borrower as per the criteria stipulated in its policies.
- d) The Borrower and the Guarantor undertake that they have perused, understood and accepted the Bank's method of calculating EMIs and also the appropriation thereof into principal and interest.
- e) In the event the Borrower and the Guarantor fail to pay/repay the outstanding amounts on the respective Due Date, the Borrower and the Guarantor shall be liable to pay default interest on the outstanding amounts at such rate as specified in Commercial Schedule hereto. For example, if the Due Date is 2nd day of every month and the Borrower and the Guarantor pay the EMI on 30th of the month, the Bank shall levy default interest starting from 3rd until the 30th of the particular month. In a second scenario, if the Borrower and the Guarantor do not pay on the Due Date and EMI remains unpaid for a continuous period of 30 days, the Bank shall have the right to (a) levy default interest; or (b) report the Borrower and the Guarantor as an SMA-0. If the Borrower and the Guarantor further continue to default in repayment from a period of 30 days upto 60 days, the Bank shall report the Borrower and the Guarantor as SMA-1 and levy default interest. If the Borrower and the Guarantor further continue to default in repayment from a period of 60 days and no later than 90 days, the Bank shall report the Borrower and the Guarantor as SMA-2 and levy default interest.
- f) It is clarified that levying of default interest is in addition to other rights that the Bank has under the Facility Documents, and the Bank reserves all of, its rights under this Agreement, the Facility Documents and/or applicable law.

**5. MODE OF PAYMENT:**

- a) The Facility may be repaid by the Borrower and the Guarantor through any of the modes specified in the Commercial Schedule.
- b) In case of the repayment through standing instruction ("SI"), the Borrower authorises the Bank to debit his/her bank account (as provided in the Commercial Schedule) towards the EMI.
- c) The Borrower shall also provide the security post-dated cheques ("SPDC") to enable the Bank to recover the overdue/outstanding Facility amount. The details of the SPDC is captured in the Commercial Schedule (if applicable).
- d) The Borrower shall not be entitled to cancel or issue stop payment instruction with the respect to the mode of payment as opted/provided by the Borrower as long as the Facility is outstanding and any such act of the Borrower shall be deemed to an act of criminal breach of trust and cheating the Borrower. Further, the Bank shall be entitled to initiate appropriated criminal proceedings including but not limited proceedings under Negotiable Instruments Act, 1881 and Indian Penal Code, 1860 against the Borrower.

**6. PREPAYMENT**

- a) Subject to payment of applicable prepayment charges (if any), the Borrower shall be entitled to pre-close the Facility by remitting the principal, the interest and any other costs and charges as may be outstanding at the time of such pre-closure. No interest shall be due and payable for the remaining period.

**7. UNDERTAKINGS OF THE BORROWER:**

The Borrower and the Guarantor hereby undertake that:

- a) The proceeds of the Facility shall be utilized by them only for the purpose set out in the Commercial Schedule. The Facility shall not be used for any other purpose of any nature whatsoever.
- b) Under no circumstance shall the Facility be used, directly or indirectly for: (i) subscribing to or purchasing any shares or other securities; (ii) investment in the real estate business, capital markets or purchase of land; (iii) entering into any speculative transactions or activities;

or (iv) carrying out any activities not eligible for credit facility as per RBI guidelines; and/or (v) any purpose that will violate any provisions of any applicable law.

- c) They shall comply with the provisions of Child Labour (Prohibition and Regulation) Act 1986, Minimum Wages Act, 1948 and Environment Protection Act, 1986 and all other applicable laws and all its subsequent amendments and re-enactments thereof.
- d) The Borrower is not a specified near relative of any officer of the Bank.
- e) They have read, understood and accepted the terms and conditions stipulated in this Agreement, Facility Documents and all the other terms and conditions relating to the Facility and other services, on [www.janabank.com](http://www.janabank.com) (the "Website"). The Bank may display any revision in these terms and conditions on the Website. The Borrower and the Guarantor hereby agree that it shall be the duty of the Borrower and the Guarantor to ensure that they keep themselves updated of any such changes or variations by visiting the Website.

**8. PROCESSING FEES/GST AND OTHER APPLICABLE CHARGES:**

- a) If applicable, the Borrower agrees to pay a one-time, non-refundable processing fee at such rate as specified in the sanction letter and the Commercial Schedule herein. Such processing fee shall be deducted during disbursement and the Borrower shall be provided with the balance amount. The Borrower agrees to incur stamp duty charges and documentation charges (if any) as provided in the Commercial Schedule. GST, wherever applicable, shall be charged extra as per the applicable rates, on all the applicable charges and fees.

**9. EVENT OF DEFAULT:**

The following are the events of default under this Agreement ("Event of Default"):

- a) Failure by the Borrower and the Guarantor to repay the outstanding amounts (or part thereof) or any other amounts due and payable by any of the Borrower to the Bank, in the manner stipulated in this Agreement.
- b) Breach/ non-performance of any representation, warranty, covenant, undertaking or obligations under this Agreement and the Facility Documents (including non-submission of documents or execution thereof), or any change in the information furnished by any of the Borrower and the Guarantor to the Bank, if deemed material by the Bank.
- c) The Borrower or the Guarantor commit default in relation to any indebtedness or statutory taxes and dues owed, or enters into any compromise with its creditors, or admits any inability in payment of its other debts.
- d) The performance of obligations under this Agreement and the Facility Documents becomes void or illegal on part of either the Borrower or Guarantor or the Bank.
- e) Any event which, with the passage of time, is likely to become an Event of Default.

**10. CONSEQUENCES OF EVENT OF DEFAULT:**

On the happening of any Event of Default, the Bank may at its sole discretion, without prejudice to other rights and claims under this Agreement, exercise any or all of the following rights:

- a) Terminate the Facility Documents and this Agreement
- b) Declare the Facility to become immediately due and payable
- c) Levy Default Interest on the overdue amount from the date when the Event of Default occurs until the date when the Event of Default has ceased to exist.
- d) Exercise any other rights or remedies available to the Bank under applicable law.

**11. INSURANCE:**

- a) The Borrower understands that he/she can opt to get either himself/herself or his/her spouse or defined blood relatives (in case of single/widow/divorced borrower) or both to get insured against the sanctioned loan amount for the time period equal to the loan tenure.
- b) If such insurance is opted, the premium shall be deducted accordingly from the Facility amount during disbursement and the remaining amount shall be disbursed to the Borrower in the account maintained by the Borrower with the Bank.
- c) The Borrower and Guarantor understand that the insurance is a third-party product and the Bank makes no representation or warranty regarding the insurance policy opted by them. The Borrower and the Guarantor further understand that the claims in relation to the insurance voluntarily opted by them shall be done at the sole discretion of the insurance company and neither the Bank nor its officers are in any way responsible for the same.

**12. INDEMNITY:**

- a) The Borrower and the Guarantor shall indemnify and hold harmless the Bank and its directors, officers and agents, from and against any and all costs, expenses, direct or indirect claims, liabilities, demands and/ or claims whatsoever, including any third-party claims for damages incurred as a consequence of any breach of the terms of this Agreement and/ or the Facility Documents or acts of omission and commission on the part of the Borrower or the Guarantor or otherwise on account of the Facility.

**13. DISCLOSURE AND CROSS SELL:**

- a) The Borrower and the Guarantor authorize the Bank to disclose any information in relation to the Facility to (i) RBI; (ii) credit information companies/ bureaus and information utilities; (iii) any governmental / regulatory / statutory authority (iv) other financial institutions and industry bodies; (v) affiliates and group companies of the Bank; and (vi) service providers, potential assignees, and necessary third parties ("Authorities") for purpose of servicing the Facility granted herein. Further, the Borrower and the Guarantor agree that the Bank and such Authorities may publish the details of Borrower's default and such data, subject to applicable laws.
- b) The Borrower and the Guarantor hereby give specific consent to the Bank for disclosing the 'financial information' to any 'Information Utility' ( 'IU' ), as mandated by the Insolvency and Bankruptcy Code, 2016 ( 'Code' ), and as amended from time to time.
- c) The Borrower and the Guarantor authorize the service providers and the third-parties identified by the Bank to contact them to cross-sell Bank's services and products as per applicable laws.

**14. RIGHT TO DELEGATE**

- a) The Bank shall, without prejudice to its rights to perform such activities itself or through its office employees, be entitled to appoint one or more person(s) ("Service Providers") as the Bank may select and to delegate to such Service Providers all or any of its functions, rights and powers under the Facility Documents including the rights and authority of a collection agency to receive on behalf of the Bank from the Borrower, all the outstanding amounts and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto.

- b) It is clarified that the Bank shall be accountable for inappropriate behavior by the Service Providers and shall facilitate timely redressal of grievance to the Borrower. The Borrower may contact the call center of the Bank at 1800 2080 (24\*7), 1800 4200 (7am to 10pm) or write an email to [customer@janabank.com](mailto:customer@janabank.com). The Borrower may further contact the nodal officer of the Bank if they are not satisfied with the response offered by the call center.

**15. ASSIGNMENT:**

- a) The Borrower and the Guarantor accept that the Bank has the authority to sell, assign or securitize the Facility or any rights under this Agreement without providing any notice to the Borrower, to any person(s), collection agency(ies) or institution/ institutions and the Borrower and the Guarantor agrees to repay the outstanding Facility amounts as per the terms and conditions of this Agreement to such other person, agency or institution as directed by the Bank. The Borrower or the Guarantor shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement.

**16. SET-OFF:**

- a) The Bank shall have the paramount right of lien and set off, irrespective of any other lien or charge, present or future on the deposits of any kind and nature held or balances lying in any accounts of the Borrower or the Guarantor, whether held singly or jointly, and on any monies, securities, bonds and other assets, documents and properties held by /under the control of the Bank to the extent of all outstanding dues arising under this Agreement. The Bank shall be entitled to exercise such set-off or lien without prior notice to the Borrower or the Guarantor. The Bank's right hereunder shall not be affected by the Borrower's or Guarantor's insolvency or bankruptcy.

**17. GOVERNING LAW & JURISDICTION:**

- (a) All the disputes between the Borrower, Guarantor and the Bank in connection with the Facility and/or the Facility Documents or as to the rights and liabilities of the parties shall be settled by a sole arbitrator as appointed by the Bank, in accordance with the Arbitration and Conciliation Act, 1996, or any statutory amendments thereto. The arbitration proceedings shall be in English language and the place of arbitration shall be Bengaluru. Cost of arbitration shall be borne by the Borrower. Notwithstanding the foregoing, the Bank reserves the right to approach any court, tribunal or other appropriate forum of competent jurisdiction as the Bank deems fit in connection with any dispute arising out of the Facility and/or the Facility Documents. This Agreement shall be governed by laws of India.

Signature/Thumb Impression of  
the Borrower

Signature/Thumb Impression  
of the Guarantor

Signature of the Authorised  
Signatory of the Bank