

## **MOST IMPORTANT TERMS AND CONDITIONS**

The most important terms and conditions (“MITC”) of the education loan sanctioned (“**Education Loan Facility**”) to the undersigned Borrower(s) by HDFC Credila Financial Services Limited (hereinafter referred to as “**HDFC Credila**”), a company incorporated under the Companies Act, 1956 and having its registered office at B-301, Citi Point, Andheri – Kurla Road, Andheri (East), Mumbai – 400 059 are agreed upon and mentioned as under:

1. Fees and Other Charges:

a. Fees and other charges as applicable on application/ during the term of Education Loan Facility, areas under:

Sr. No.	Name of Fees/ Charges Levied	Description of Charges	When Payable	Frequency	Amount in Rupees
1.	<b>Delayed Penal Charge</b>	<b>Additional charge</b>	<b>On Accrual</b>	<b>Monthly</b>	<b>2% per month of overdue installment ( PMII/MI) + all applicable taxes thereon.</b>
2.	Expenses to cover cost	Incidental Charges	On Incurring Expenses	As and When Applicable	Incidental charges and expenses are levied to cover the cost, charges, expenses, and other monies at actuals plus applicable taxes.
3.	Statutory Charges/ Stamp Duty	Fees payable to the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (“ <b>CERSAI</b> ”)	On Disbursement / Creation of security/ Change of Security	One Time	As per charges levied by <b>CERSAI</b> .
		Stamp Duty on execution of Memorandum of Deposit (“ <b>MOD</b> ”)/ Memorandum of Entry (“ <b>MOE</b> ”), Education Loan Agreement or any other facility document.	On/ Before Disbursement or upon execution of Facility Documents	As and When Applicable	As applicable in the respective state.
4.	Cheque/ Direct Debit /Automated Clearing House ( <b>ACH</b> ) Mandate Dishonor Charge	Incidental Charges	On every Dishonor of Cheque/Direct Debit/ACH Mandate	On every Dishonor of Cheque/Direct Debit/ACH Mandate	Rs. 500/- per dishonor of Cheque/Direct Debit /ACH Mandate return per presentation plus applicable taxes thereon.
5.	Collection Charges	Incidental Charges	On Accrual	As and when applicable	Rs. 200/- per visit plus applicable taxes thereon
6.	Swap Charges (for replacement of ACH MI Mandate / Direct Debit/ ACH Security Mandate etc.)	Incidental Charges	On Accrual	On each request	Upto Rs, 500/- per swap instance plus applicable taxes thereon.

7.	Charges for Updating & Handling Loan Account as Per Borrower Request	Incidental Charges	On Accrual	On each request	Rs. 1,500/- plus applicable taxes thereon.
8.	Documentation Fees/ Loan Origination Fees	Incidental Charges	On Accrual	One Time	Non-Refundable amount as determined on case to case basis more particularly mentioned in sanction letter.
9.	Spread Conversion charge	Incidental Charges	On Accrual	On each request	0.5% plus applicable taxes on principal outstanding
10.	Conversion Charges	Incidental Charges	On Accrual	On each request	a) Floating rate to fixed rate - 0.75% (plus GST) on principal outstanding at time of conversion. b) Fixed rate to floating rate – 0.5% (plus GST) on principal outstanding at time of conversions
11.	Foreclosure charges on fixed interest rate loan	Incidental Charges	On Accrual	On each request	2% (plus GST) charge on the outstanding amount being foreclosed.
12.	Prepayment Charges on fixed interest rate loan	Incidental Charges	On Accrual	On each request	2% (plus GST) charge on part of the outstanding amount being prepaid.
13.	Collateral Swap	Incidental Charges	On Accrual	On each request	0.50% of loan amount, subject to minimum of Rs 10,000 + GST (per collateral swap)
14.	Legal Charges	Incidental Charges	On Accrual	As and when applicable	-Rs. 1500/- plus applicable taxes thereon on each Days Past Due (DPD) notice sent to any or all Borrower(s). -Rs 2000/- plus applicable taxes thereon on each Loan Recall Notice (LRN) is sent to any or all Borrower(s). -Rs 10,000/- plus applicable taxes thereon on filing a Criminal case against any or all Borrower(s). -Rs 20,000/- plus applicable taxes thereon on filing a Civil case against any or all Borrower(s). -All charges on Actual basis plus applicable taxes thereon, on filing a case under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (as amended from time to time).

b. Prepayment Charges:

1.	Adjustable-Rate Loans	The Borrower(s) shall be entitled to prepay the entire Outstanding Education Loan by providing HDFC Credila an intimation in writing with Borrower(s) intention to make such prepayment. The Borrower(s) shall be entitled to prepay the Education Loan Facility, either partly or fully, as per the existing <a href="#">Prepayment Policy and as amended from time to time</a> . In the event of any prepayment, HDFC Credila will not levy any prepayment charges and as amended from time to time.
2.	Fixed Rate Loans	The Borrower(s) shall be entitled to prepay the entire Outstanding Education Loan by providing HDFC Credila an intimation in writing with Borrower(s) intention to make such prepayment. The Borrower(s) shall be entitled to prepay the Education Loan Facility, either partly or fully, as per the existing Prepayment Policy and as amended from time to time. In the event of any prepayment HDFC Credila shall levy charges as per abovementioned table.

2. Interest Rate Reset Revision Cycle:

- One Month or such other intervals as shall be notified by HDFC Credila from time to time.
- Subject to variation in terms of the Education Loan Agreement executed/ to be executed between HDFC Credila and the Borrower(s), HDFC Credila shall endeavour to keep its Borrower(s) informed of any change in interest rates through registered e-mail ID of the Borrower(s), SMS, company website ([www.hdfccredila.com](http://www.hdfccredila.com)), annual statement of accounts, display in its offices and general announcements from time to time.

3. Insurance:

- Insurance of property: The Borrower(s) may ensure that the property is, during the pendency of the Education Loan Facility, always duly and properly insured against all risks such as earthquake, fire, flood, explosion, storm, tempest, cyclone, civil commotion, etc. HDFC Credila be made the sole beneficiary under the policy/ policies.
- Insurance of Borrower(s): The Borrower(s) may avail health and/or life insurance cover and/or general insurance cover for himself/ herself with HDFC Credila as the sole beneficiary under the policy/policies during the pendency of the Education Loan Facility.

4. Reset/Revision of HDFC Credila Benchmark Lending Rate (H-CBLR):

- At the time of reset of H-CBLR, HDFC Credila will offer Borrower(s) the option to switch over from floating rate to fixed rate of interest or vice versa, subject to eligibility of the Borrower(s). The fixed rate to be offered at the time of reset of the H-CBLR will be decided by HDFC Credila at its sole discretion. The Borrower(s) will have the option to switch from floating interest rate to fixed interest rate once during the tenure of the education loan. The option to switch back from fixed interest rate to floating interest rate will also be made available once during the tenure of the loan, thus facilitating a total of two such switch options during the loan tenure. The charges for switching the loans from floating rate to fixed rate and from fixed rate to floating rate are mentioned in table above.
- Eligibility criteria for switching from Floating to Fixed rate (and vice versa) –  
While the Borrower(s) has/have the option to switch from a floating rate loan to a fixed rate loan at the time of reset of the H-CBLR and vice versa, the optionality will be made available to those Borrower(s) who fulfill certain eligibility criteria:
  - Loan has been disbursed not less than 1 (one) year prior to the request.
  - There is no outstanding PMII/ EMI pending from the Borrower(s) at the time of request to switch.
  - The previous switch was undertaken at least 1 (one) year prior to the current request.
  - The maximum allowable switches have not been utilized by the Borrower(s).
  - Any other eligibility criteria as solely determined by HDFC Credila at any given point of time.

- c. At the time of reset of H-CBLR, Borrower(s) will have choice to increase or reduce the PMII / MI or tenure, or both as per below parameters:
1. When H-CBLR is reduced:
    - i. For Partial Interest Loans: Option to choose between reduction in MI amount or tenure or both will be made available to the Borrower(s). No reduction in the PMII amount shall be allowed in this situation.
    - ii. For Credila Education Loans (paying full interest during moratorium period): Option to choose between reduction in MI amount or Tenor or a combination will be made available to the Borrower(s).
    - iii. For Loans paying EMI on the date of change: Option to choose between reduction in MI amount or tenure or both will be made available to the Borrower(s).

Note:- In no scenario will the tenure of the loan increase in case of reduction in H-CBLR
  2. When H-CBLR is increased,
    - i. For Partial Interest Loans: Option to choose between increase in PMII amount or MI amount or tenure or a combination will be made available to the Borrower(s).
    - ii. For Credila Education Loans (paying full interest during moratorium period): Option to choose between increase in the PMII amount, increase in MI amount or tenure, or a combination will be made available to the Borrower(s).
    - iii. For Loans paying MI on the date of change: Option to choose between increase in MI amount or tenure, or both will be made available to the Borrower(s).

Note: In case of increase in H-CBLR, the option to keep the PMII/MI constant will be subject to the loan not resulting in negative amortization. In such cases, the PMII/MI amount will need to be increased.
  3. At the time of change in the H-CBLR, the below mentioned options will be made available to the Borrower(s) (whose loans are linked to H-CBLR) :
    - i. Option to switch to fixed rate, if available.
    - ii. Option to switch to floating rate, if available.
    - iii. Option to change PMII / MI (as applicable).
    - iv. Option to change tenor.
    - v. Option to change a combination of PMII / MI / tenure.
    - vi. Option to prepay the loan in part or full.

The option as mentioned in Clause 4 will be made available to Borrower(s) for a period of 21 days from the date of effect of change in H-CBLR. HDFC Credila shall not consider any request beyond a period of 21 days. Borrower(s) shall place any such request with the Company's Customer Service team via [support@hdfccredila.com](mailto:support@hdfccredila.com).

5. Availability of the Education Loan Facility is subject to satisfactory completion of loan documentation. The Sanction Letter shall stand unilaterally revoked and shall become absolutely null and void even after acceptance by Borrowers, if:
- a. There are any material changes in the proposal based on which the Education Loan Facility is sanctioned. Final disbursement will be made based on the favourable validation and authentication of all supplied documents.
  - b. Any material fact concerning the Borrower(s) income/profits or ability to pay, or any other relevant aspect of the Borrower(s) application for the Education Loan Facility is withheld, suppressed, or concealed or not made known to HDFC Credila.
  - c. Any statement made in the application is found to be incorrect or untrue.
  - d. The Education Loan Agreement and other documents, as required by HDFC Credila are not executed within a period of 6(six) months from the date of sanction or during any further time extended by HDFC Credila at its sole discretion.

- e. Any information as may be required by HDFC Credila from time to time pertaining to the admission/ studies is not furnished in the form prescribed/approved by HDFC Credila.
  - f. As an outcome of legal due diligence, HDFC Credila is of the view that it is unviable to proceed further with the offer that was made hereinabove here.
  - g. No disbursement of any amount shall be done by HDFC Credila in a Non-Resident External Account (NRE Account).
6. Disbursement of each tranche under the Education Loan Facility will be based on favourable credit verification and financial check(s) of the Borrower(s).
  7. Post Disbursement Formalities: Borrower(s) shall exclusively be responsible to comply with all post disbursement documentation formalities (if any) as communicated to the Borrowers. The same shall be provided at the earliest to HDFC Credila.
  8. Brief Procedure to be followed for recovery of overdue in case of default in repayment of PMII/MI:
    - a. Borrower(s) are explained the repayment process of the Outstanding Education Loan in respect of tenure, periodicity, amount and mode of repayment of the Education Loan Facility. On non-payment of PMII/MI on the relevant due dates, HDFC Credila shall remind the Borrower(s) by making telephone calls, sending written intimations by post and electronic medium or by personal visits undertaken by HDFC Credila's authorized personnel at the addresses provided by the Borrower(s). *Costs of such calls/communication/personal visits shall be recovered from the Borrower(s).* Notwithstanding what is stated herein, it shall be the liability of the Borrower/s to ensure that the PMII/MI are regularly paid on the relevant due dates.
    - b. On default in repayment of PMII/MI, a loan is tagged as a Special Mention Account (SMA). It is further classified as per the following categories for term loans:

SMA Sub-categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue
SMA-0	Upto 30 days
SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days

Non Performing Asset (NPA): If any PMII / MI remains overdue for more than 90 (ninety) days from the due date, the loan account would be classified as a NPA as per the extant prudential norms of the Reserve Bank of India.

The classification of SMA/NPA will be done daily.

*Example: The PMII / MI for a loan account is due on December 11, 2021. If full dues (PMII / MI amount) are not received before the Company runs the day-end process for this date, the date of overdue (SMA-0) shall be December 11, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on January 10, 2022 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be January 10, 2022. Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on February 9, 2022 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on March 11, 2022.*

*Post NPA classification, the account will be upgraded to 'Standard' only if the entire arrears of interest and principal are paid by the borrower. For example, when a loan account is classified as an NPA on December 11, 2021 and has four instalments overdue, said loan will not be upgraded to 'Standard' even if the borrower repays three instalments on December 12, 2021 and the loan account will be upgraded to 'Standard' only when the remaining overdue instalment is also repaid and there is no overdue in the account.*

- c. Credit information relating to any Borrower(s) account is provided to TransUnion CIBIL Limited (“CIBIL”) or any other licenced bureau on a monthly basis. To avoid any adverse impact on the credit history with CIBIL or any other credit information bureau designated by the RBI, it is advised that the Borrower(s) should ensure timely payment of the amount due in relation to the Outstanding Education Loan Facility amount.
  - d. The recovery process of enforcement of mortgage/securities, including but not limited to, taking possession and sale of the mortgaged property in accordance with the procedure prescribed under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (“SARFAESI Act”) or under any other law, is followed purely as per the directions laid down under the respective law. Intimation/Reminders/Notice(s) are provided to Borrower(s) prior to initiating steps for recovery of overdues under Negotiable Instruments Act, Payment and Settlement Act, Civil Suit, SARFAESI Act or any other Applicable Law.
  - e. **Arbitration:** All disputes, differences between the parties shall be referred for arbitration to a sole arbitrator to be appointed by HDFC Credila. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The venue of arbitration proceedings shall be Mumbai or any other place within the territory of India that HDFC Credila may deem convenient for the purpose of administering dispute in relation to Education Loan Facility, and the Borrower(s) hereby agree to abide by the choice of HDFC Credila in relation to place of arbitration. The language of the arbitration proceedings shall be English. Alternatively, and without prejudice to the rights and remedies of HDFC Credila mentioned herein, HDFC Credila shall have sole discretion and/ or exclusive rights to invoke any other remedies against the Borrower(s) under Applicable Law for any events of default and/or breach of any term or condition, covenant and undertakings in connection with the Education Loan Facility.
  - f. **Jurisdiction:** In case of default, legal action will be taken in courts of competent jurisdiction at such place where the collateral security is located, and in the event no collateral security has been provided to HDFC Credila, then courts of competent jurisdiction at Mumbai. However, HDFC Credila shall not be prevented from taking proceedings relating to dispute in any other courts and tribunals with jurisdiction at its discretion and convenience including jurisdictions where the Borrowers are then residing and/or employed and/or at the place of occurrence of Event of Default and/or any at place where cause of action arose between the Parties out of this MITC.
9. HDFC Credila shall have the right, at its sole discretion, at any time and from time to time, to vary, revise or modify the education loan agreement, together with all annexures, schedules, letters, applications, deeds and other allied documents including MITC, key fact statement or instruments, or any other communication in writing, if any, whether attached herewith or to be attached in future, from time to time, forming part of this education loan agreement.

All capitalized terms used herein and not defined, will have the same meaning as set out in the Education Loan Agreement. We the undersigned hereby agree to have received, read and understood the terms and conditions as mentioned above and shall refer to and rely upon the loan and other security documents executed/to be executed by us.

**Signature:**