

ICICI BANK LIMITED'S (ALL-INDIA) STANDARD TERMS AND CONDITIONS FOR FACILITIES FOR PURCHASE OF/AGAINST PRODUCTS (w.e.f. April 01, 2024)

These Standard Terms and Conditions shall govern the Facility applied for and availed by the Borrower from ICICI Bank Limited ("ICICI Bank") through: (a) submission of the Application Form on its official website available at www.icicibank.com ("Website"); or ICICI Bank's mobile-based application or any other digital platform made available by ICICI Bank, whether through an arrangement with a third party or otherwise ("Portal"/"Platform"); or (b) submission of the Application Form by the Borrower at any branch of ICICI Bank. These Standard Terms and Conditions shall be read and construed as part of the Application Form.

DEFINITIONS AND CONSTRUCTION

1.A. In these terms and conditions (the "Standard Terms", as referred to in the Application Form), unless there is anything repugnant to the subject or context thereof, the expressions listed below, if applicable, shall have the following meanings:

- i. "Application Form" means, as the context may permit or require, the Credit Facility Application Form submitted by the Borrower/s (whether generated/submitted digitally or physically) to ICICI Bank Limited ("ICICI Bank") for applying for and availing of the Facility, together with the Preliminary Credit Facility/Appraisal Application form/ Unified Application Form and all other information, particulars, clarifications, letters and undertakings and declarations, if any, furnished by the Borrower/s or any other persons from time to time in connection with the Facility.
- ii. "Asset(s)" shall mean the Product(s) and/or any other asset(s), as specified and described in the Application Form/other Transaction documents, whether moveable or immovable, offered or caused to be offered as security / secured in favour of ICICI Bank by the Borrower/s for due repayment of the Facility granted/to be granted by ICICI Bank.
- iii. "Borrower/s" means and refers jointly and severally to the applicants and co-applicants (if any) who has / have been sanctioned/granted the Facility by ICICI Bank based on the Application Form submitted by such applicants and co-applicants to ICICI Bank for availing of the Facility and includes, depending on the nature of the Borrower/s: (a) its successors and permitted assigns, if the Borrower/s is a company within the meaning of the Companies Act 1956 or a society registered under the applicable laws relating to societies; (b) any or each of the partners and their survivor(s) or the partner(s) from time to time and their respective heirs, legal representatives, executors, administrators and permitted assigns, if the Borrower/s is partnership firm within the meaning of the Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008 (LLP); (c) his / her heirs, legal representatives, executors, administrators and permitted assigns, if the Borrower/s is an individual and/or carrying on business as a sole proprietary concern; (d) the Karta and any or each of the adult members of the HUF and their survivor(s) and his/ her / their respective heirs, legal representatives, executors, administrators and permitted assigns, if the Borrower/s is a joint Hindu Undivided Family; and (e) the trustee(s) for the time being thereof and the successors and permitted assigns of the trust/trustees, if the Borrower/s is a trust.
- iv. "Borrower/s' Dues" means and includes the outstanding principal amount of the Facility, interest on the Facility, all other interest, all fees, costs, charges, expenses, stamp duty and all other sums whatsoever payable by the Borrower/s to ICICI Bank in accordance with the Loan Terms and the Transaction Documents, as well as all other monies whatsoever stipulated in or payable by the Borrower/s under the Loan Terms.
- v. "Business Day" means a day on which the relevant/local office of ICICI Bank, as specified in the Application Form, or such other office as may be notified by ICICI Bank to the Borrower/s, is open for normal business transactions.
- vi. "Due Date" means the date(s) on which any amounts in respect of the Borrower/s' Dues including the principal amounts of the Facility, interest and/or any other monies, fall due as specified in the Application Form and/or the Loan Terms and the other Transaction Documents.
- vii. "Facility" means such amount of the loan/financial assistance which is applied for / availed of by the Borrower/s, as specified by the Borrower/s in the Application Form.
 - viii. "Key Fact Statement" or "KFS" or "Most important Terms and Conditions" or "MITC" shall mean the most important terms of the Facility, including the loan amount, interest rate, Penal Charges, tenor, repayment schedule and other terms of the Facility. These terms may be communicated to the Borrower through email / short message services (SMS), web links, Website or by other means of physical or electronic communication.
- ix. "Indebtedness" means any indebtedness whatsoever of the Borrower/s at any time for or in respect of monies borrowed, contracted or raised (whether or not for cash consideration) or liabilities contracted by whatever means (including under guarantees, indemnities, acceptance, credits, deposits, hire-purchase and leasing).
- x. "Loan Terms" shall mean all terms and conditions governing the Facility including but not limited to the Standard Terms, MITC and the terms agreed to by the Borrower/s in the Application Form (if applicable) and Transaction Documents (as defined below).
- xi. "Material Adverse Effect" means the effect or consequence of any event or circumstance which is or is likely to be: (a) adverse to the ability of the Borrower/s or any person to perform or comply with any of their respective obligations under the Loan Terms in accordance with their respective terms; or (ii) prejudicial to any of the businesses, operations or financial condition of the Borrower/s or of any person who is party to any Transaction Document.
- xii. "Material Terms" with respect to the Facilities, means the provisions relating to:-(i) the payment/repayment obligation (including principal, interest, fees, charges) of the Borrower under the Facility; (ii) creation/perfection/furnishing of securities in terms of Transaction Documents; (iii) any credit support (including, without limitation, any guarantee or indemnity) provided / agreed to be provided in relation to the Facility (iv) compliance with financial covenants, security related covenants and information covenants; and (v) end use of the Facility.
- xiii. "Penal Charges" means an additional charge payable by the Borrower(s) to the Bank in case of breach of any Material Terms.
- xiv. "Person(s)" includes an individual, corporation, partnership, joint venture, association of persons, trust, unincorporated organisation, government (central, state or otherwise), sovereign state, or any agency, department, authority or political subdivision thereof, international organisation, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being. "RBI" means Reserve Bank of India.
- xv. "Transaction Documents" include all writings and other documents executed or entered into, or to be executed or entered into, by the Borrower/s or any other person, as the case may

be, or any other documents executed or issued by ICICI Bank in relation, or pertaining, to the Facility and each such Transaction Document as amended from time to time.

1.B. In these Standard Terms, unless the contrary intention appears:

- (a) a reference to:
 - an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;
 - "assets" include all properties whatsoever both present and future, (whether tangible, intangible or otherwise) (including intellectual property and intellectual property rights), investments, cash-flows, revenues, rights, benefits, interests and title of every description;
 - an "authorisation" includes an authorisation, consent, clearance, approval, permission, resolution, licence, exemption, filing and registration;
 - "encumbrance" includes a mortgage, charge, lien, pledge, hypothecation, security interest or any lien of any description whatsoever.
- "law" includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/submission of the Application Form or thereafter and each as amended from time to time.
- (b) the singular includes the plural (and vice versa);
- (c) the headings in these Standard Terms are inserted for convenience of reference only and are to be ignored in construing and interpreting the Loan Terms;
- (d) reference to the words "include" or "including" shall be construed without limitation;
- (e) reference to a gender shall include references to the female, male and neuter genders;
- (f) all approvals, permissions, consents or acceptance required from ICICI Bank for any matter shall require the "prior", "written" approval, permission, consent or acceptance of ICICI Bank;
- (g) in the event of any disagreement or dispute between ICICI Bank and the Borrower/s regarding the materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of ICICI Bank as to the materiality of any of the foregoing shall be final and binding on the Borrower/s. Note: All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the Application Form.

FACILITY AND DISBURSEMENT

1. The principal amount of the Facility applied for / availed of by the Borrower/s shall be the amount specified in the Application Form. The amount of the Facility may be enhanced for funding the insurance premium at the request of the Borrower keeping the monthly Instalment amount constant and varying the number of monthly Instalments accordingly.
2. The Facility shall, as per the request of the Borrower/s, be disbursed by ICICI Bank to the Borrower/s and/or to such Person(s) as specified/directed in the Application Form; all such handing over of the amount of the Facility to such Person(s) as may be directed by the Borrower/s shall be deemed to be disbursements made to the Borrower/s. Disbursements under the Facility shall be deemed to be made on the date the cheque(s) / pay order(s) / authorization(s) / demand draft(s) are issued / made by ICICI Bank and not on the date of their actual receipt, and if by credit, when credit is made by ICICI Bank.
3. Once the Application Form submitted by the Borrower/s is accepted by ICICI Bank, the Borrower/s shall not be entitled to cancel the Facility or refuse to accept disbursement of the Facility, except with approval of ICICI Bank and payment to ICICI Bank of such cancellation or foreclosure charges as may be stipulated by ICICI Bank.
4. The Borrower/s shall be liable to pay interest on the Facility at the rate and on the date(s) specified in the Application Form and as set out in MITC. The rate of interest payable by the Borrower/s shall be subject to changes based on guidelines / directives issued by RBI to banks from time to time. The Borrower/s also note and acknowledge that ICICI Bank is obliged to give effect to any revision of interest rates, whether upwards or downwards, on all existing advances/financial assistances as per the RBI guidelines/directives. All interest due and remaining unpaid on the Due Date shall be capitalised and added to the unpaid interest (including on unpaid equated Monthly Instalment) on the Due Date and shall henceforth carry interest at the Applicable Interest Rate on a compounding basis payable on the aggregate amounts then due till the amount is paid/repaid.
5. In cases where the Facility applied for is for the purchase of the Product(s), the Borrower/s shall, prior to and as a condition for disbursement of the Facility by ICICI Bank, provide ICICI Bank with documents evidencing the payment of Borrower/s contribution towards the purchase of the Product(s), if any, as specified in the Application Form. If any of such amounts continue to remain unpaid by the Borrower/s after the disbursement of the Facility by ICICI Bank, ICICI Bank shall be entitled, as agent/attorney of the Borrower/s, to cancel or rescind the Borrower/s' order/booking for the Product(s) with the relevant manufacturer/seller/ dealer and to collect the refund of the booking price (after any deductions that may be made by the manufacturer/dealer/seller) and adjust the same against any monies that may be due or payable by the Borrower/s to ICICI Bank.
6. The Borrower/s shall be solely liable to bear any increases in the price of the Product(s) and/or the costs of insuring or registering the Product(s).

PAYMENT, PREPAYMENT AND OTHER CHARGES

7. The Borrower/s shall repay the Facility to ICICI Bank in such number of instalments, and with such instalment/s being of such amounts and on the Due Date(s) as is specified in the Application Form (time being of the essence of the contract); such instalments are hereinafter referred to, individually, as an "Instalment" and, collectively, as the "Instalments". ICICI Bank shall be entitled to vary/modify the Instalment/s (including increases in the amount of one or more Instalment/s) in the event of changes to the interest rate on the Facility. The expression "Instalments" shall comprise of both the principal amount of the Facility and interest thereon.

8. The Borrower/s may repay / pay the Instalments and other monies in respect of the Facility through any one of the following modes – post-dated cheques ("PDC method") / National Automated Clearing House ("NACH")/ the Electronic Clearing System (Debit Clearing) as notified by the RBI ("ECS method")/ direct debit from the Borrower/s' bank account with ICICI Bank ("Direct Debit method") / by deduction from the Borrower/s' salary ("Salary Debit method") / by directly paying amounts by cash or cheque/draft (issued in the name of "ICICI Bank Limited") when due to ICICI Bank ("Direct Payment method") / by any other method, and as has been selected by the Borrower/s in the Application Form or as may be required by ICICI Bank. ICICI Bank may, in its sole discretion, require the Borrower/s to adopt or switch to any alternate mode of payment and the Borrower/s shall comply with such request, without demur or delay. The method for payment as selected by the Borrower/s in the Application Form or the mandates given by the Borrower/s under any payment mode cannot be cancelled or revoked by the Borrower/s without prior consent of ICICI Bank. If the Borrower/s cancels or revokes (or attempts to cancel or revoke) such mandates without the prior consent of ICICI Bank, such acts of the Borrower/s shall be deemed to have been committed with a criminal intent and ICICI Bank shall be entitled to initiate appropriate criminal proceedings against the Borrower/s.
9. The number of advance Instalments, as mentioned in the Application Form, paid by the Borrower/s to ICICI Bank (or its nominees) prior to disbursement of the Facility (or at any other time, as may be specified by ICICI Bank) shall be adjusted against the payment of the last Instalments (of an equal number) or in any other manner as decided by ICICI Bank. The Borrower/s shall not be eligible to any interest on the amount of such advance Instalments.
10. Notwithstanding anything contained in the Loan Terms or the Transaction Documents, and irrespective of the mode of payment selected by the Borrower/s in the Application Form, upon any default by the Borrower/s in payment of one or more Instalments on the Due Date pertaining to the Facility or any non-realisation of the Instalments on the Due Date by ICICI Bank, ICICI Bank shall be entitled, without prejudice to its other rights under the Loan Terms, to present and/or re-present the post-dated cheques, if any, issued by the Borrower/s in favour of ICICI Bank in connection with the Facility. Irrespective of the mode of payment/repayment selected by the Borrower/s in the Application Form, ICICI Bank shall, as it may deem appropriate and necessary, be entitled to require the payment and/or collection of the Instalments and all other amounts comprising the Borrower/s' Dues as expressed in the Application Form, or the post dated cheques, if any, submitted by the Borrower/s, by means of the RBI's electronic clearing system (debit), by itself or through such other person permitted for the same, instead of and in lieu of presenting / re-presenting such post dated cheques, if any, issued by the Borrower/s in favour of ICICI Bank or utilizing any other mode or manner of payment or repayment of the Instalments and all other amounts comprising the Borrower/s' Dues, provided that such right of ICICI Bank shall be without prejudice to its other rights under the Loan Terms (including the right to re-present the post dated cheques), in case of any failure to receive the Instalments or any other amounts due, through the electronic clearing system (debit) for any reason whatsoever.
11. The Borrower/s shall at all times maintain sufficient funds in his/her/their bank account/s to ensure that the cheques or post-dated cheques, if any, issued by the Borrower/s are not dishonoured and the Instalments are received /realised by ICICI Bank before the applicable Due Date(s).
12. Notwithstanding the mode of repayment/payment selected by the Borrower/s in the Application Form, the Borrower/s shall continue to remain at all times liable and responsible for ensuring the payment/repayment of all Instalments and all other monies in respect of the Facility to ICICI Bank on or before the relevant Due Date(s) without any further notice/intimation being given by ICICI Bank and all such amounts payable by the Borrower/s to ICICI Bank shall be paid, at such place/s as ICICI Bank may specify, without any deductions whatsoever so as to enable ICICI Bank to fully realise the amounts due on or before the respective Due Date(s). Credit for payments by any method will be given only on realisation or on the relative Due Date(s) whichever is later. The acceptance by ICICI Bank of any payment which is less than the full Instalment or other amounts due and owing at such time shall not constitute a waiver of ICICI Bank's right to receive payment in full at such time or at any subsequent time or a waiver of any other rights whatsoever of ICICI Bank under the Loan Terms.
13. The Borrower/s shall not be entitled to cancel or issue stop-payment instructions with respect to the post-dated cheques for so long as the Facility (or any part of the Borrower/s' Dues) is outstanding and any such acts of the Borrower/s shall be deemed to have been committed with an intention to cheat ICICI Bank and avoid prosecution under the Negotiable Instruments Act, 1881, and ICICI Bank shall be entitled to initiate appropriate criminal proceedings against the Borrower/s.
14. The Borrower/s shall promptly replace the post-dated cheques and/or the mandates, agreements and/or other documents executed for payment of the Instalments and issue fresh post-dated cheques, mandates, agreements and/or other documents in lieu thereof to the satisfaction of ICICI Bank, if ICICI Bank is facing any difficulty/inconvenience/impediment for any reason whatsoever in presenting such cheques / issuing debit instructions or if required at any time by ICICI Bank at its sole discretion.
15. The Borrower/s may, subject to prior approval by ICICI Bank, be permitted to swap/ exchange the post-dated cheques issued to ICICI Bank with alternate post-dated cheques drawn on another bank (as approved by ICICI Bank) subject to payment to ICICI Bank of the "cheque swap" charges as specified in the Application Form.
16. The payment of the Instalments shall commence and continue as per the schedule specified in the Application Form irrespective of any non-delivery/delayed-delivery of the Product(s), and whether or not the Product(s) are defective or not working or under repair, and any dispute/difference whatsoever between any parties in relation to the Product(s) shall not entitle the Borrower/s to withhold or delay payment of any Instalment or other sum.
17. The Borrower/s shall not, without the approval of ICICI Bank (which approval may be given subject to such terms and conditions as may be stipulated by the Bank including payment of minimum prepayment amount, prepayment premium or discounted interest and/or any other charges, plus applicable interest tax or other statutory levy), prepay the outstanding principal amount of the Facility together with all outstanding interest and other charges and monies payable thereon in full or in part, before the Due Dates. In the event any part prepayment of the Facility is permitted by ICICI Bank, the repayment schedule/amount of Instalment(s) as specified in the Application Form shall be amended by ICICI Bank and the Borrower/s shall thereafter make payment of the Instalments as per such amended schedule. Any such prepayment shall take effect only after cash has been received or cheques issued by the Borrower/s for such prepayment have been cleared in favour of ICICI Bank.
18. Without prejudice to the Bank's rights and remedies under contract and/or law, in the event Borrower/s defaults in making payment of any instalments and any amount due under the Facility remains unpaid on the Due Date(s) or Borrower/s fails to create security and/or commits breach of any of the Material Term(s) of the Facility, the Bank shall have the right to levy and recover Penal Charges, at its sole discretion, at the rate specified in the Application Form and as set out in MITC hereto. Upon levy of such Penal Charges, the Borrower shall pay the said Penal Charges along with applicable Goods and Service Tax (GST), other taxes (of any description whatsoever), charges and penalties which may be payable pursuant to applicable laws, from time to time, in relation to the Facility.
- The Borrower acknowledges and agrees that the Penal Charges are reasonable and commensurate to non-compliance of Material Terms of the Facility Agreement.
19. Interest, commitment fee / charges, Penal Charges and all other charges shall accrue on a day to day basis and shall be computed as may be decided by ICICI Bank at its sole discretion, which may be on the basis of 1/12 applied monthly or 365 days a year and the actual number of days elapsed.
20. Monthly Instalment amount is rounded off to the next higher Rupee.
21. If the Due Date in respect of any amounts payable in respect of the Facility under the Loan Terms falls on a day which is not a Business Day at the place where the payment is to be made, the immediately preceding Business Day shall be the Due Date for such payment.
22. The Borrower/s shall bear all interest tax, service tax, all other imposts, duties (including stamp duty and relevant registration and filing charges and taxes (of any description whatsoever) as may be levied from time to time by the Government or other authority and all other costs and expenses whatsoever (including but not limited to any costs and expenses incurred by ICICI Bank) in connection with/on (a) the application for, and the grant and repayment of, the Facility, (b) the Application Form, Standard Terms and/ or any Transaction Document, (c) recovery and realisation of the Borrower/s' Dues, (d) the creation, enforcement and realisation of the security (including taking possession of, maintaining, storing and selling/transfer/encashment of the Asset(s)), (e) repairing of the Assets(s) and clearance of arrears of all taxes and any other charges and levies payable to the Government in respect of the Asset(s), (f) inspections, (g) insuring the Asset(s), and (h) ICICI Bank's advocate's fees and expenses for all of the above. The Borrower/s shall also pay / reimburse ICICI Bank for all and any losses, damages, costs, charges, claims, expenses and liability of any kind or nature whatsoever (including but not limited to any stamp duty, other duties, taxes, charges and penalties and/or any increases in costs to ICICI Bank by reason of any change in law, or in its interpretation or administration, under/in relation to the Application, the Standard Terms and the security, if any, to be created by the Borrower/s) suffered, sustained or incurred by ICICI Bank in connection with any of the above matters if and when the same is required to be paid according to the laws for the time being in force.
23. In the event of the Borrower/s failing to pay the monies referred to above, ICICI Bank shall be at liberty (but shall not be obliged) to pay the same. The Borrower/s shall reimburse all sums paid by ICICI Bank in accordance with the provisions contained herein. The Borrower/s shall reimburse all sums paid and/or expenses incurred by ICICI Bank (including by or on behalf of their representatives / consultants / appraiser) in relation to the Facility within 7 days from the date of notice of demand from ICICI Bank. All such sums shall carry interest from the date of payment till such reimbursement at the applicable rate of interest specified in the Application Form.
24. Notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable law, or any terms and conditions to the contrary contained in the Loan Terms and/or the other Transaction Documents, ICICI Bank may, at its absolute discretion, appropriate any payments made by the Borrower/s in accordance with the Loan Terms and/or the Transaction Documents and any amounts realised by ICICI Bank by enforcement of security or otherwise, towards the dues payable by the Borrower/s to ICICI Bank under the Loan Terms and/or any other agreements whatsoever between the Borrower/s and ICICI Bank and in any manner whatsoever. Notwithstanding any such appropriation by ICICI Bank towards settlement of any dues payable by the Borrower/s to ICICI Bank under any other agreements between the Borrower/s and ICICI Bank, the Borrower/s shall continue to remain liable to ICICI Bank for all outstanding/remaining amounts comprising the Borrower/s' Dues.

THE PRODUCT(S)

25. The Borrower/s shall be solely and exclusively responsible for the quality, condition, fitness and performance of the Product(s) and for getting/ensuring delivery of the Product(s) from the manufacturer/dealer/seller, as the case may be, and ICICI Bank shall not be liable or responsible for any delay in delivery (or non-delivery) of the Product(s) or any demurrage cost or for any defect or variation in the quality, condition or fitness or performance of the Product(s) or any guarantees or warranties given by the manufacturer/dealer/seller in respect thereof. ICICI Bank shall not be liable for, or bound by, any representations or warranties, whatsoever made by manufacturer/dealer/seller in respect of the Product(s) or any agent of such manufacturer/dealer/seller.
26. Where the Product(s) is/are motor vehicles (as defined under the Motor Vehicles Act) or any other machinery, equipment or item requiring registration under any law for the time being in force, the Borrower/s shall, within 10 days from the date of approval of the Application Form or delivery of the Product(s) (whichever is earlier), have such Product(s) registered with the appropriate Registering Authority, and submit a certified copy of the Registration Certificate to ICICI Bank. In event such Product(s) is offered as security to ICICI Bank, the registration of the Product(s) with the relevant Authority should be made clearly indicating the fact that such Product(s) is/are exclusively charged in favour of ICICI Bank. Wherever required/applicable (such as in the case of commercial vehicles/ vehicles-for-hire), the Borrower/s shall also obtain all necessary permissions/licences from the concerned authorities for plying/using the Product(s) across/in the State or area in which such Product(s) is/are registered.
27. Where the Facility has been availed of for foreclosing an existing loan against any Product(s) and where the Product(s) needs to be registered with any Authority under any law for the time being in force, then the Borrower/s shall within 7 days from disbursement of the Facility get the previous charge removed from the Product(s)' certificate and/or the records of the appropriate registering authority and have the Product(s) re-registered with such Registering Authority. In the event such Product(s) is offered as security to ICICI Bank, the registration of the Product(s) with the relevant Authority should be made clearly indicating the fact that such Product(s) is/are exclusively charged in favour of ICICI Bank. The Borrower/s shall forthwith deliver a certified copy of the Registration certificate (with necessary endorsement, as the case may be) to ICICI Bank.

28. Where full details of the Product(s) (such as engine number/chassis number/serial number, registration number, etc., as required to be specified in the Application Form) is/are not available at the time of submitting the Application Form, the Borrower/s shall furnish all such details of the Product(s) to ICICI Bank, in such format as specified by ICICI Bank, within 3 (three) days of delivery of the Product(s) or receipt of such details (such as the registration number of vehicles) from the appropriate authority.
29. In the event any security is created in favour of ICICI Bank on the Asset(s), the Borrower/s shall, if required by ICICI Bank, affix a plates/sticker on the Asset(s), indicating the fact of charge of the Product(s) in favour of ICICI Bank, which such plate/sticker shall be constantly affixed on the Asset(s) for as long as any portion of the Borrower/s' Dues remains outstanding from the Borrower/s to ICICI Bank.
30. The Asset(s) shall, so long as the Facility or any part thereof is outstanding to ICICI Bank, be subject to the charge/security created/to be created in favour of ICICI Bank. The Borrower/s shall duly use, operate and keep the Asset(s) in sound working and repair condition under the Borrower/s own possession and control and the Borrower/s shall not enter into any agreement/ arrangement whatsoever with any person, body or authority for the use, transfer or disposal of the Asset(s). Wherever required by ICICI Bank, the Borrower/s shall arrange for/enter into annual maintenance contracts with the manufacturers/suppliers of the Products to the satisfaction of ICICI Bank and shall keep such maintenance contracts renewed and subsisting for as long as any amounts remain due and payable to ICICI Bank. The Borrower/s will not part with the possession, give on hire, lease, leave and license or conduct any arrangement or otherwise deal with the Asset(s) or any part thereof without prior consent of ICICI Bank.
31. The Borrower/s shall keep the Asset(s) free from any and all liens, charges and encumbrances whatsoever, save and except for the first and exclusive charge created/to be created in favour of ICICI Bank, and the Borrower/s shall not hypothecate, mortgage, pledge, charge, encumber, sell, assign, transfer, hire, lease, let out or otherwise part with possession of the Asset(s) in any manner whatsoever.
32. Any such direct or indirect agreement/ arrangement, lien, charge, encumbrance, hire, lease, transfer or parting with possession of the Asset(s), as referred to in Clauses 29 and 30 above, shall be deemed to be an act of criminal breach of trust and cheating by the Borrower/s and ICICI Bank shall be entitled in such circumstances, without any prejudice to the other rights of ICICI Bank under law and/or the Loan Terms, to initiate appropriate criminal proceedings against the Borrower/s.
33. The Borrower/s shall take consent from ICICI Bank if the Asset(s) is/are proposed to be removed/taken outside the territorial borders of the State in which the Asset(s) is registered or removed or taken out of the address/location as specified in the Application Form at/in which such Asset(s) was to be kept, fixed or stored as specified on a permanent basis or for a continuous period of more than 60 days.
34. The Borrower/s shall permit ICICI Bank (and any of its representatives), at all times, to inspect, view and examine the state and condition of the Asset(s) and/or the documents relating thereto. The Borrower/s shall also, if required by ICICI Bank, produce the Asset(s) and/or the documents relating there to for inspection to ICICI Bank (and/or its representatives) at such place designated by ICICI Bank (and/or its representatives) at the Borrower/s sole cost and expense. Wherever required or necessary in the opinion of ICICI Bank, the Borrower/s shall obtain all required permissions and consents as are required by ICICI Bank (or any of its representatives) for entering into the place where the Asset(s) is/are stored/fixed/kept or for inspecting the Asset(s).
35. The Borrower/s shall comply with all laws, rules and regulations (statutory or otherwise) relating to the Asset(s) and its use and shall obtain, and keep effective at all times, all necessary insurance, licenses, registrations, permissions, approvals and consents for the storage, use and operation of the Asset(s). In cases where the Product(s) is/ are to be imported, the Borrower/s shall obtain all necessary import licenses and all necessary information regarding the final quote, eligibility, scope and validity of import of the Product(s) under the Open General License and shall from time to time promptly notify ICICI Bank of all changes in import policy, eligibility criteria and scope of imports affecting the import of the Asset(s).
- INSURANCE**
36. The Borrower/s shall, for so long as any portion of the Borrower/s Dues is/ are outstanding/ payable to ICICI Bank, fully insure, and keep the Product(s)/Asset(s) so insured, at his/ her/its/their own costs in the single/joint names of the Borrower/s, in whose name the Vehicle is registered as per the applicable laws for the time being in force, and assign the benefits of such policy/ies in with the name of ICICI Bank appropriately endorsed and recorded as, 'Pledgee' / 'Mortgagee' / 'Hypothecatee' (as the case may be) in such insurance policy/ies. Such insurance required to be taken by the Borrower/s for the Product(s)/Asset(s) shall be standard comprehensive package policies covering (a) all comprehensive risks, including but not limited to riots, civil commotion, floods and such additional risks/liability to which the Product(s)/Asset(s) is/are normally exposed, and (b) unlimited third party liability risks. The Borrower/s shall forth with upon taking/renewing any such insurance policies furnish true copies of such insurance policy/ies to ICICI Bank to confirm having complied with this obligation.
37. In the event of any failure by the Borrower/s to obtain such insurance policies and/or to furnish proof of the same to ICICI Bank, ICICI Bank may (but shall not be bound to) insure the Product(s) at the Borrower/s' cost. If ICICI Bank pays the insurance premium, or any other monies, for/towards the insurance of the Product(s), the Borrower/s shall reimburse all such sums paid by ICICI Bank.
38. In the event of any loss or damage to the Product(s) due to any accident, the first claim on any insurance proceeds shall be that of ICICI Bank, which proceeds shall be applied by ICICI Bank towards the Borrower/s Dues in terms hereof or such other manner as deemed fit by ICICI Bank. Further, and in the event of any total loss/damage to the Product(s), if the claim amount settled by the insurance company is less than the total Borrower/s' Dues outstanding and payable by the Borrower/s, the Borrower/s shall immediately pay all the balance outstanding amounts of the Borrower/s' Dues to ICICI Bank. ICICI Bank is irrevocably authorised and entitled at its sole discretion to act on the Borrower/s' behalf, at the Borrower/s sole risk and cost, and to take all necessary steps, actions and proceedings as ICICI Bank deems fit to safeguard its interests: (i) to adjust, settle, compromise or refer to arbitration any dispute arising under or in connection with any insurance and such adjustment, settlement, compromise and any award made on such arbitration shall be valid and binding on the Borrower/s, and (ii) to receive all monies payable under any such insurance or under any claim made thereunder and to give a valid receipt therefor, and apply such proceeds in accordance with the terms hereof or such other manner as deemed fit by ICICI Bank.
39. The Borrower/s shall not be entitled to raise any claim against ICICI Bank in case ICICI Bank chooses not to take any action in relation to the insurance claims or proceedings and/or on the grounds that a larger sum or amount of claims/settlement might or ought to have been received or be entitled to dispute the liability of the Borrower/s for the balance amount of Borrower/s' Dues remaining due after such adjustment.
- SECURITY**
40. As security for (a) the due payment/repayment by the Borrower/s of the Borrower/s' Dues and (b) the strict compliance by the Borrower/s with his/her/its/their covenants and obligations under the Loan Terms, the Borrower(s) shall create such security or cause any third parties to create such security on any or all of the Asset(s), or provide such other security as may be stipulated by ICICI Bank, in such form and manner as is satisfactory to ICICI Bank.
41. Security, if any, created by the Borrower/s and/or any other person in favour of ICICI Bank in connection with the repayment of the Borrower/s' Dues shall continue until the full payment of all monies due under/in respect of the Facility.
- REPRESENTATIONS AND WARRANTIES**
42. The entry into, delivery and performance by the Borrower/s of the transactions contemplated by the Loan Terms and the other Transaction Documents do not and shall not conflict with: (a) any law; (b) the constitutional documents, if any, of the Borrower/s; or (c) any document which is binding upon the Borrower/s or on any of its/his/her/their assets.
43. The Borrower/s' Dues shall not be affected, impaired or discharged by winding up / insolvency / death / dissolution / merger or amalgamation / reconstruction or otherwise of the Borrower/s or take over of the management or nationalisation of the undertaking of the Borrower/s, as the case may be.
44. Except as disclosed to ICICI Bank in writing or unless otherwise permitted by ICICI Bank, there are no encumbrances subsisting or in existence on any of the Asset(s).
45. Neither the Borrower nor any director / partner / member, as the case may be, of the Borrower/s has been declared to be a defaulter/wilful defaulter. The Borrower/s shall not induct a person who is a director/partner/member of an entity identified as defaulter/ wilful defaulter. In the event such a person is found to be a director/partner/member of an entity identified as defaulter/wilful defaulter, the Borrower/s shall take expeditious and effective steps for removal of such person.
46. The Bank reserves the unconditional right to cancel the Limits advanced/ to be advanced under the Transaction Documents (either fully or partially) without giving any prior notice to the Borrower/s, on the occurrence of any one or more of the following: i. in case the Limits/part of the Limits are not utilised by the Borrower/s; or ii. in case of Deterioration in the Creditworthiness of the Borrower/s in any manner whatsoever; or iii. in case of non-compliance of the terms and conditions of the Transaction Documents.
- For the purpose of this clause, "Deterioration in the Creditworthiness" shall mean and include without limitation, the following events: a) downgrade of the rating of the Borrower/s by a Credit Rating Agency; b) inclusion of the Borrower/s and/or any of its Directors in the Reserve Bank of India's wilful defaulters list; c) closure of a significant portion of the Borrower's operating capacity; d) decline in the profit after tax of the Borrower/s by more than fifteen percent; e) any adverse comment from the Auditor; and any other reason/ event in the opinion of the Bank constituting or which may constitute Deterioration in the Creditworthiness. **ADDITIONAL COVENANTS**
47. The Borrower/s shall:
- (i) Promptly notify ICICI Bank of the occurrence of any event or the existence of any circumstances, which constitutes or results in any declarations, representation, warranty, covenant or condition under the Loan Terms and/or the other Transaction Documents being or becoming untrue or incorrect in any respect.
 - (ii) Promptly deliver to ICICI Bank: (a) copies of all documents issued by the Borrower/s to all its creditors (or any general class of them) at the same time as they are issued; (b) such statements / information / accounts / records / reports / documents, financial or otherwise, as may be required by ICICI Bank from time to time in relation to the Facility, the Borrower/s' business and operations, assets etc. within the period specified by ICICI Bank.
 - (iii) Promptly notify ICICI Bank of any material loss or damage to any of the Asset(s), which the Borrower/s may suffer due to any event, circumstance or Act of God.
 - (vi) Promptly notify ICICI Bank of any action or steps taken or legal proceedings started by or against him/her/it in any court of law for its/his/her/their windingup, dissolution, insolvency, bankruptcy, administration or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of/over the Borrower/s or of/over any of his/her/their/its assets.
 - (v) Promptly notify ICICI Bank of any litigation, arbitration, administrative or other proceedings initiated or threatened against the Borrower/s or his/her/their/its property or any of the Asset(s).
 - (vi) Promptly notify ICICI Bank of any circumstances and conditions which have/may have a Material Adverse Effect.
 - (vii) Promptly, and not later than 7 days from the occurrence of any of the following events, notify ICICI Bank in writing with full details of the same: (a) death of any of the Borrower/s (or any of its partners/trustees/directors); (b) any changes, whatsoever, in the constitution and/or the authorised signatory, of the Borrower/s (where the Borrower/s is a partnership/HUF), (c) any theft or total loss/damage of the Asset(s), and (d) all change/s in the location/address of any of the Borrower/s' office or residence or place of business or of the place where the Asset(s) is/are stored.
 - (viii) Comply with all laws applicable to or binding on him/her/it/them or his/her/its/their occupation, business and operations including but not limited to laws relating to protection of the environment.
 - (ix) Not undertake or permit any merger, de-merger, consolidation, reorganisation, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction including creation of any subsidiary or permit any company to become its subsidiary without prior consent of ICICI Bank.
 - (x) Continue to maintain its/their existence or constitution, corporate or otherwise, and right to carry on its/their business and operations and

ensure that it/they has/have the right and is/are duly qualified to conduct its/their business and operations as it is conducted in all applicable jurisdictions and obtain and maintain all franchises and rights necessary and all authorisations, statutory or otherwise required for the conduct of its/their business and operations in such jurisdictions (including environmental / pollution control clearances).

EVENTS OF DEFAULTS

48. The following acts/, as set out below, shall each constitute an "Event of Default" by the Borrower/s for the purposes of the Loan Terms:

- (i) Default (including, but not limited to, any payment default) has occurred in the performance of any covenant, condition or agreement on the part of the Borrower/s under the Loan Terms or on the part of any other person.
- (ii) Breach of any representation, warranty, declaration or confirmation under the Loan Terms or any other Transaction Document has occurred / been committed and/ or the Borrower/s has/have committed any fraud/ failed to submit any material information as required under the Application Form.
- (iii) The Borrower/s has, or there is a reasonable apprehension that the Borrower/s has or would, voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law, or is voluntarily or involuntarily dissolved, becomes bankrupt or insolvent or if the Borrower/s has taken or suffered to be taken any action for his/her/their/its reorganisation, liquidation or dissolution or insolvency or bankruptcy or if a receiver or liquidator has been appointed or allowed to be appointed of/over all or any part of the Asset(s) and/or any other properties of the Borrower/s or if an attachment or distraint has been levied on the Asset(s) or the Borrower/s' other assets or any part thereof or certificate proceedings have been taken or commenced for recovery of any dues from the Borrower/s or if one or more judgements or decrees have been rendered or entered against the Borrower/s.
- (iv) iv. Death of the Borrower/s or any one of them or if the Borrower/s ceases or threatens to cease to carry on any of its businesses or gives notice of its intention to do so or if all or any part of the assets of the Borrower/s required or essential for its business or operations are damaged or destroyed or there occurs any change from the date of submission of the Application in the general nature or scope of the business, operations, management or ownership of the Borrower/s, which could have a Material Adverse Effect.
- (v) The Asset(s) is/are (or is/are sought to be) confiscated, attached, taken into custody by any official, authority or any other person, or made the subject of any execution proceedings.
- (vi) The Asset(s) is/are endangered/stolen or suffer total loss/damage due to any accident.
- (vii) If the security, if any, for the Facility is in jeopardy or ceases to have effect or becomes illegal, invalid, unenforceable or otherwise fails or ceases to be in effect.
- (viii) Any government, governmental authority, agency, official or entity takes or threatens any action: (a) for dissolution of the Borrower/s, or any action which deprives or threatens to deprive the Borrower/s : (1) from conducting any of its businesses or carrying out its operations in the manner it is being conducted or carried out, or (2) of the use of any of its assets; (b) to revoke or terminate or to refuse to provide or renew any authorisation or to impose onerous conditions on or on the grant or renewal of any authorisation; (c) with a view to regulate, administer, or limit, or assert any form of administrative control over the rates applied, prices charged or rates of return achievable, by the Borrower/s in connection with its business, which in each case could have a Material Adverse Effect.
- (ix) It is or becomes unlawful for the Borrower/s or any person (including ICICI Bank) to perform any of their respective obligations under the Loan Terms and/or any other Transaction Document.
- (x) The Borrower/s is unable or has admitted in writing its inability to pay any of its Indebtedness as they mature or when due.
- (xi) The Borrower/s commit/s any default under any other agreement with ICICI Bank or any of its group companies.
- (xii) An event of default howsoever described (or any event which with the giving of notice, lapse of time, determination of materiality or fulfilment of any other applicable condition or any combination of the foregoing would constitute an event of default) occurs under any agreement or document relating to any Indebtedness of the Borrower/s or if any other lenders of the Borrower/s including financial institutions or banks with whom the Borrower/s has entered into agreements for financial assistance have recalled its/their assistance or any part thereof. xiii. One or more events, conditions or circumstances (including any change in law) occur or exist, which in the sole opinion of ICICI Bank, could have a Material Adverse Effect.

49. The Borrower/s shall promptly notify ICICI Bank in writing upon becoming aware of any default and any event which constitutes (or, with the giving of notice, lapse of time, determination of materiality or satisfaction of other conditions, would be likely to constitute) an Event of Default and the steps, if any, being taken to remedy it. The decision of ICICI Bank as to whether or not an Event of Default has occurred shall be final and binding upon the Borrower/s.

RIGHTS AND REMEDIES OF ICICI BANK

50. On the happening of any of the Events of Default, ICICI Bank may, by a notice in writing to the Borrower/s and without prejudice to the rights and remedies available to ICICI Bank under the Loan Terms or any other Transaction Document or otherwise: (a) call upon the Borrower/s to pay all the Borrower/s' Dues in respect of the Facility and otherwise, and/or (b) declare the security, if any, created in terms of/pursuant to the Loan Terms and / or the other Transaction Documents to be enforceable, and ICICI Bank, its representatives and/or such other person in favour of whom such security or any part thereof is created shall have, inter alia, the following rights (notwithstanding anything to the contrary in the Loan Terms and/or the other Transaction Documents and irrespective

of whether the entire Facility or Borrower/s' Dues has/have been recalled) namely:

- (i) to enter upon and take possession of the Asset(s) in accordance with the provisions of the Loan Terms; and/or
- (ii) to transfer or deal with the Asset(s) by way of lease, leave and licence, sale or otherwise in accordance with the provisions of the Loan Terms.

51. ICICI Bank shall be entitled, at the sole risk and cost of the Borrower/s, to engage one or, more person(s) to collect the Borrower/s' Dues and/or to enforce any security provided by the Borrower/s, and ICICI Bank may (for such purposes) furnish to such person(s) such information, facts and figures pertaining to the Borrowers, the security and/or the Product(s) as ICICI Bank deems fit. ICICI Bank may also delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith, or incidental thereto, as ICICI Bank deems fit.
52. ICICI Bank shall not in any way be liable/responsible, notwithstanding anything to the contrary under any applicable laws, for any loss, deterioration of or damage to, the Asset(s) on any account whatsoever whilst the same are in the possession of ICICI Bank or by reason of exercise or non-exercise of any rights and remedies available to ICICI Bank as aforesaid.
53. If any one (or more) Events of Default shall have occurred, then ICICI Bank shall, in addition to the various rights and remedies of ICICI Bank referred to in the clauses above, be irrevocably entitled and authorised to contact and require the Borrower/s' employers to make deduction/s from the salary/wages payable by the employer to the Borrower/s and to remit the same to ICICI Bank until all of the Borrower/s' Dues outstanding from the Borrower/s to ICICI Bank is/are completely discharged. The deductions shall be of such amounts, and to such extent, as ICICI Bank may communicate to (and instruct) the Borrower/s' employers. The Borrower/s shall not have, or raise/create, any objections to such deductions. No law or contract governing the Borrower/s and/or the Borrower/s' employer prevents or restricts in any manner the aforesaid right of ICICI Bank to require such deduction and payment by the Borrower/s' employer to ICICI Bank. Provided however that in the event the said amounts so deducted are insufficient to repay the outstanding Borrower/s' Dues to ICICI Bank in full, the unpaid amounts remaining due to ICICI Bank shall be paid by the Borrower/s in such manner as ICICI Bank may in its sole discretion decide and the payment shall be made by the Borrower/s accordingly.
54. In addition to ICICI Bank's various rights as specified in the preceding provisions above, ICICI Bank shall also be entitled to appoint: (i) any person engaged in technical, management or any other consultancy business to inspect and examine the working of the Borrower/s and /or the assets including its premises, factories, plants and units and to report to ICICI Bank; (ii) any Chartered Accountants / Cost Accountants as auditors for carrying out any specific assignments or to examine the financial or cost accounting system and procedures adopted by the Borrower/s for its working or as concurrent or internal auditors, or for conducting a special audit of the Borrower/s.
55. In the event the amounts realised from the Asset(s), or otherwise in accordance with the Loan Terms and the other Transaction Documents, are insufficient to repay the total outstanding Borrower/s' Dues to ICICI Bank in full, the unpaid amounts remaining due to ICICI Bank shall be immediately payable by the Borrower/s in such manner as ICICI Bank may in its sole discretion decide and such payment shall be made by the Borrower/s accordingly.
56. Notwithstanding any suspension or termination of the Facility, all rights and remedies of ICICI Bank as per the Loan Terms and other Transaction Documents shall continue to survive until the receipt by ICICI Bank of the Borrower/s' Dues in full.

SET-OFF

- 57(i) ICICI Bank and its group companies shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits of any kind and nature (including fixed deposits) held/ balances lying in any accounts of the Borrower/s, whether in single name or joint name(s) and on any monies, securities, bonds and all other assets, documents and properties held by/ under the control of ICICI Bank and/or its group companies (whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the Borrower/s in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of any of ICICI Bank's or its group companies' services extended to and/or used by the Borrower/s and/or as a result of any other facilities that may be granted by ICICI Bank and/or its group companies to the Borrower/s. ICICI Bank and/ or its group companies are entitled without any notice to the Borrower/s to settle any indebtedness whatsoever owed by the Borrower/s to ICICI Bank and/or its group companies, (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the Borrower/s with ICICI Bank and/or its group companies notwithstanding that the deposit(s)/ balances lying in such account(s) may not be expressed in the same currency as such indebtedness, ICICI Bank's and its group companies' rights hereunder shall not be affected by the Borrower/s' bankruptcy, death or winding-up. It shall be the Borrower/s' sole responsibility and liability to settle all disputes/ objections with any such joint account holders.
- (ii) In addition to the above mentioned right or any other right which ICICI Bank and its group companies may at any time be entitled whether by operation of law, contract or otherwise, the Borrower authorises the Bank: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Borrower with or to any branch of ICICI Bank and/or its group companies; (b) to sell any of the Borrower/s' securities or properties held by the Bank by way of public or private sale without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to ICICI Bank and/or its group companies from the Borrower/s, including costs and expenses in connection with such sale; and (c) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of ICICI Bank and/or its group companies.

MISCELLANEOUS

58. The Borrower/s' Dues or the security, if any, created in favour of ICICI Bank, shall not be revoked or cancelled or affected by the death, dissolution, insolvency or winding up of the Borrower/s or any third party, and ICICI Bank shall, so long as the whole (or any part) of the Borrower/s' Dues remains outstanding/payable to ICICI Bank, be entitled to take possession of, and sell, lease, hire, transfer and/or to otherwise act/deal with respect to the Asset(s) and to act upon and enforce all of its rights pursuant to, and in accordance with, the Loan Terms and the Transaction Documents executed by the Borrower/s and/ or any other persons to/in favour of ICICI Bank.
59. The entries made in the accounts / account books / records of ICICI Bank maintained in accordance with its usual practice and in compliance with the statutory requirements and/ or any statement signed by a designated officer of ICICI Bank with

- respect to the Borrower/s' Dues, shall be final and binding on the Borrower/s. Such entries and/or statements shall be conclusive evidence of the existence and amount of outstanding obligations of the Borrower/s as therein recorded in respect of the Facility and the Borrower/s' Dues.
60. In case ICICI Bank takes possession of the Asset(s) or recalls the Facility upon/after the occurrence of an Event of Default, and the Borrower/s requests ICICI Bank to accept part payment/s of the Borrower/s' Dues and to permit the Borrower/s to continue repaying the Instalments in future and to take redelivery of the Asset(s) from ICICI Bank's (or its representatives), ICICI Bank may entertain/accept such requests upon such further terms and conditions as ICICI Bank may think fit and proper in its sole discretion. Any decision taken by ICICI Bank not to allow such request/s of the Borrower/s shall be final and binding on the Borrower/s.
 61. All notices or other communications under or in connection with the Borrower/s' Dues and/or the Loan Terms shall be given in writing and, unless otherwise stated may be made by letter or facsimile. Any such notice or other communication will be deemed to be effective: (i) if sent by letter, when delivered personally or if dispatched by post, when recall of the letter is outside the control of the sender; and (ii) if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number). Provided, however, that no notice or communication to ICICI Bank shall be effective unless actually received and acknowledged by ICICI Bank. Notices or communication may be made to: (i) the Borrower/s' address or facsimile number to which notices are to be sent (as specified in the Application Form), and (ii) ICICI Bank's zonal / regional /branch office address or facsimile number (as specified in the Application Form), or to such other address or facsimile number as may be designated by the Borrower/s and ICICI Bank in writing to each other. In the event of any failure by the Borrower/s to notify ICICI Bank in writing of any changes in his/her/their contact address or details, service of a notice/ correspondence to the address specified in the Application Form or last given by the Borrower/s shall be deemed to be proper and sufficient service on the Borrower/s irrespective of whether or not such notice shall be returned "unserved" to ICICI Bank.
 62. The Borrower/s shall not assign or transfer all or any of its rights, benefits or obligations under the Loan Terms without the approval of ICICI Bank. ICICI Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under the Loan Terms and the other Transaction Documents. Notwithstanding any such assignment or transfer, the Borrower/s shall, unless otherwise notified by ICICI Bank, continue to make all payments under the Loan Terms to ICICI Bank and all such payments when made to ICICI Bank shall constitute a full discharge to the Borrower/s from all its liabilities in respect of such payments.
 63. Without prejudice to the aforesaid provisions of clause 60, ICICI Bank may (at its sole discretion), without notice to the Borrower/s, share the credit risk of the whole or a part of the Facilities with any other person by way of participation. Notwithstanding such participation, all rights, title, interests, special status and other benefits and privileges enjoyed or conferred upon or held by ICICI Bank under the Loan Terms and the other Transaction Documents shall remain valid, effective and enforceable by ICICI Bank on the same terms and conditions and the Borrower/s shall continue to discharge in full all its obligations under the Loan Terms and the other Transaction Documents to ICICI Bank. The Borrower/s shall not have and shall not claim any privity of contract with such person on account of any reason whatsoever.
 64. Any provision of the Loan Terms or any other Transaction Document, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of the prohibition or unenforceability but that shall not invalidate the remaining provisions of the Loan Terms or such other Transaction Document or affect such provision in any other jurisdiction.
 65. No delay in exercising or omission to exercise any right, power or remedy accruing to ICICI Bank upon any default or otherwise under the Loan Terms or the other Transaction Documents shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of ICICI Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of ICICI Bank in respect of any other default. The rights of ICICI Bank under the Loan Terms and the other Transaction Documents may be exercised as often as necessary, are cumulative and not exclusive of their rights under the general law and may be waived only in writing and specifically and at ICICI Bank's sole discretion.
 66. All legal action/s and/or proceedings arising out of/in connection with the Loan Terms, the Transaction Documents and the Assets, shall be brought in/before the courts or tribunals at Mumbai in India and the Borrower/s irrevocably submit/s himself/herself/ itself/ themselves to the jurisdiction of such courts and tribunals. ICICI Bank may, however, in its absolute discretion commence any legal action or proceedings arising out of (or in connection) with any of the above in any other court, tribunal or other appropriate forum, and the Borrower/s shall not object to such jurisdiction.
 67. The Facility, Loan Terms and the other Transaction Documents shall (unless otherwise specified in the Application Form or any such Transaction Document) be governed by and construed in accordance with the laws of India.
 68. ICICI Bank shall as it may deem appropriate and necessary, be entitled to disclose all or any:
 - i. information and data relating to the Borrower/s;
 - ii. information or data relating to the Facility, Loan Terms, Transaction Documents obligations assumed / to be assumed by the Borrower/s in relation to the Facility under the Loan Terms, the Transaction Documents;
 - iii. default, if any, committed by the Borrower/s in discharge of the aforesaid obligations, to the Credit Information Bureau (India) Limited ("CIBIL"), information utilities as defined in Section 3(21) of the Insolvency and Bankruptcy Code, 2016 and any other agency authorized in this behalf by the RBI. CIBIL and/ or any other agency so authorized may use and/or process the aforesaid information and data disclosed by ICICI Bank in any manner as deemed fit by them. CIBIL and / or any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to ICICI Bank / financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf. All information and data furnished by the Borrower/s to ICICI Bank from time to time shall be true and correct.
 69. In case the Borrower/s commits any default in payment or repayment of principal amount of the Facility or interest/charges due thereon, ICICI Bank and/or the Reserve Bank of India ("RBI") will have an unqualified right to disclose or publish the details of such default along with the name of the Borrower/s and/or its directors/partners/co-applicants, as applicable, as defaulters in such manner and through such media as ICICI Bank and/or RBI may, in their absolute discretion, think fit.
 70. The Borrower/s' liability for repayment of the Borrower/s' Dues shall, in cases where more than one Borrower have jointly applied for the Facility, be joint and several irrespective of whether or not the Product(s) is/are jointly registered in the names of all the Borrower/s. Where the Borrower/s is an individual doing business as a sole proprietary concern, the Borrower/s shall be solely responsible for the liabilities of the aforesaid concern and will be personally liable for making repayment / payments of all amounts in respect of the Facility to ICICI Bank.
 71. ICICI Bank has the absolute discretion to amend or supplement any of the Loan Terms at any time and will endeavour to give prior notice of fifteen days by email or put up on the website as the case may be for such changes wherever feasible and such amended terms and conditions will thereupon apply to and be binding on the Borrower. Further, the Loan Terms shall also be subject to the changes based on guidelines / directives issued by the RBI to banks from time to time.
 72. Grievance Redressal Mechanism: ICICI Bank follows a three level grievance redressal mechanism that is available on the website of the Bank. For details, please visit our website www.icicibank.com and navigate to - Home > Contact Us > Queries/Complaints.

