

Terms and Conditions

1. The disbursement of the loan is subject to a legal, valuation and other verifications conducted by the Bank to its satisfaction, failing which Bank reserves the right to reject the loan facility against the application.
2. The charges and penalty interest would be as communicated and accepted by the customer in the MID at the time of application.
3. **"EMI"** means equated monthly installments of amounts payable by the Borrower/s to the Bank in respect of the Facility and comprising of principal amount of the Facility and interest thereon.
4. The Bank will deduct the balance fees payable from the disbursement in case the same is not paid by the customer.
5. If repaying through PDC mode, the customer will be required to submit at least 36 PDCs towards EMI prior to disbursement.
6. The customer will be required to submit prior to disbursement, one undated cheque for the total loan amount towards repayment of the Loan.
7. In case of the loan facility finally getting disbursed, interest will start accruing on each tranche of the loan from the date of the respective instrument and shall be recoverable irrespective of the fact that there is delay in depositing the instrument for clearing or the customer choosing not to deposit the instrument for clearing at all.
8. Prior to the disbursement the customer must execute the loan agreement and other documentation as required by the bank, including a declaration on end use of the facility that he/she must adhere to. It should be noted that the customer shall need to bear the stamp duty & all charges as required to complete such documentation.
9. If the customer opts for the Lease Rental Discounting product, he/she shall need to additionally apply for and avail of 1 ESCROW account & 1 Current / Savings Account, for ensuring rental assignment. All fees / interest applicable on these accounts shall be applicable in line with the prevailing charges for such accounts. The rate of interest payable by the customer shall be subject to the changes in guidelines on interest rates made by the Reserve Bank from time to time.
10. **Semi-fixed with drop-down facility** – This facility has the following features:
 - a. **Fixed for Two Years and then Variable:** the customer will pay interest at the rate of interest agreed upon in this letter on the first disbursement for the initial period of 24 months. Post the initial 24 month period the entire loan outstanding will be benchmarked to the Bank's Base Rate prevailing on that day and will be treated as a floating interest rate loan thereafter.
 - b. **Step down facility:** Additionally in the semi-fixed interest rate option we offer a step down facility whereby interest rate will be reduced by 0.50% after 12 and further 0.25% after 18 months subject to meeting the terms and conditions listed below. However irrespective of being eligible/ineligible for this facility, post 24 month period the entire loan outstanding will be benchmarked to bank's Base Rate at the original margin and will be treated as a variable interest rate loan thereafter.

These following conditions shall be additionally applicable for this facility:

 - a. All EMIs should be paid within on or before their respective due date.
 - b. Interest rate will be revised to the original rate, as mutually agreed in the Loan agreement, in case any EMI is paid after the due date.
 - c. The fund receipt date for any EMI as appearing in Barclays' records will be considered final and decision of the bank in respect of the same would be binding on the applicant.
11. **Variable Interest Rate** – usually the Bank reviews interest rates every six months for term loans and every 12 months for Overdraft facilities, from the month of disbursement or the previous review.
 - At the time of the review the bank may decide to increase, decrease or leave the interest rate unchanged.
 - In case of any unforeseen or extraordinary circumstances or sudden changes in market conditions the Bank may at its sole discretion change the rate of interest.
 - An overdraft facility, if sanctioned and setup will always be at a variable rate of interest and benchmarked to the bank's Base Rate.
12. Repricing can have an impact on loan's outstanding tenor or EMI or both - Please call phone banking for any clarification on the same.
13. Service Tax would be levied on fees / charges at applicable rates. Service Tax Registration No. : AAACB4876GST001. Category of service : Banking and Other Financial Services.
14. Any and all disputes or differences arising out of or in connection with the facility shall be subject to the exclusive jurisdiction of the courts of Mumbai.
15. In case of successful applications which result in execution of Loan Agreement, the terms of the loan would be governed by the terms of the Loan Agreement and other security documents

executed by parties and terms of the Loan Agreement and Security documents shall prevail over these terms and conditions in case of any inconsistencies.

Additional Terms & Conditions Applicable only to OD facility if sanctioned:

1. The OD facility is a part of the overall facility and would be extended only till the time the term loan is not fully repaid. Part prepayments of the term loan may reduce the remaining tenure & extent of drop downs of the OD facility.
2. The OD facility can only be used post clearing of the term loan instruments.
3. Interest shall be calculated on daily basis and shall be charged on the OD limit utilized as on that day. The rate of interest payable by the customer shall be subject to the changes in the Bank's benchmark rates and guidelines on interest rates made by the Reserve Bank from time to time. The customer must agree and undertake to pay the interest rate as agreed upon or such other modified rates as specified by the Bank from time to time for overdrafts against property for all amounts overdrawn within the overdraft limits authorized by the Bank.
4. No interest will be payable by the Bank in case of credit balance in the Account.
5. Interest would be debited to the account on the last calendar day of the month and would form a part of the account utilization thereon thus attracting further interest. The interest must be serviced before the due date as communicated on the monthly statement.
6. If the customer's account goes over Limit (above the OD limit sanctioned) for any reason, please ensure that the account is regularized immediately. Any amount over Limit would attract a penal interest rate as per the Bank's policies.
7. The OD facility may be renewed by Bank after expiry of 12 months which may include revision in rate of interest and such renewal will be further subject to decrease of at least 10% of existing OD limit (drop down OD facility). The extent of dropdown in each review will depend on factors including the balance tenure of the term loan, account behavior post the last review and other factors the bank may deem appropriate to consider at the time of review.
8. The Bank reserves the right to change the operating procedures and / or any of the terms and condition of the facility at its discretion without assigning any reason. Updated Terms and Conditions are made available at www.barclays.in and we understand and acknowledge that we shall, before every time we intend to use these facilities, check and update ourselves the then applicable terms and conditions.