

## Terms and Conditions

### Customer Declaration

- I/We hereby confirm my/our interest to apply for loan facility on the terms and conditions specified by ICICI HFC Limited ("ICICI HFC") on [www.icicihfc.com](http://www.icicihfc.com) and as updated/modified from time to time.
- I/We hereby confirm that I/we have authorized the representative of ICICI HFC to enter the application details in the electronic application form on my/our behalf in accordance with the instructions/information given by me/us in the electronic application form.
- I/We have reviewed and verified the details entered by ICICI HFC's representative in the electronic application form and declare the same to be true, correct and updated. I/We hereby confirm that, and the electronic application form has been submitted by ICICI HFC's representative post my/our review, verification and confirmation of the application details.
- I/We confirm that the details provided in the electronic application form and the details already available with ICICI HFC (if any) are true, correct, complete and up to date in all respects and that such details can be relied upon by ICICI HFC to consider my/our request for loan facility.
- I/We understand the electronic application form shall be the final application form submitted by me/us for the purpose of availing loan facility.
- I/We further understand and acknowledge that ICICI HFC may procure any other information or verification including but not limited to bank statements that ICICI HFC may have access to or that is otherwise available in the public domain or fetched from third party service providers, and conduct such diligence / investigation / analysis, as ICICI HFC may deem fit, for the purpose of the loan facility or providing any other loan related services.

- ICICI HFC is registered and regulated by a financial regulator, and is therefore classified as a Financial Information user (“FIU”). I/We understand and accept that ICICI HFC may utilize the services of an Account Aggregator licensed by the Reserve Bank of India (“RBI”) for retrieving, consolidating, organizing, presenting, collecting and analyzing all such financial information pertaining to us, in accordance with applicable laws for the purpose of providing the loan services. The rights and responsibilities of ICICI HFC as a Financial Information User are captured under Annexure A herein below.
- I/We hereby authorize ICICI HFC to collect information/personal data from me and other agencies including Unique Identification authority of India (UIDAI) & Credit information companies (CICs) & record and repository wherein my/our data may be available for the purpose of loan evaluation and making the offers available to me.
- I/We understand that the processing fee once paid by me/us will not be refunded by ICICI HFC in any circumstances. The processing fee is a one-time non-refundable fee and is collected by ICICI HFC for the purpose of processing your mortgage loan request.
- I/We understand that issuance of the sanction letter shall be at the sole discretion of ICICI HFC and shall be subject to its internal policy.
- I/We understand that the disbursement of funds under the sanction letter accepted by me/us is subject to completion of legal and technical analysis of the property to be mortgaged, to the satisfaction of ICICI HFC, wherein the title to the property can be ascertained to be clear and marketable.
- I/We hereby confirm that there are no insolvency proceedings initiated against me/us nor I/we has ever been adjudicated insolvent / bankrupt.
- I/We authorize ICICI HFC / its group companies / its agents to make references and enquiries relevant to information in this application form which ICICI HFC / its group companies / its agents consider necessary.

- I/We undertake to inform ICICI HFC / its agents regarding the change in the residential addresses to provide any further information that ICICI HFC may require.
- I/We understand that certain particulars given by us are required for by the guidelines and regulations governing financial institutions.

Save and except to the extent as disclosed in this application, I /We (if a person other than a subsidiary of IHFC or a section 25 company or a government company. or in case of facility/ies are not encompassed by the restrictions specified by the Reserve Bank of India/National Housing Bank [RBI/NHB] from time to time) as applicable represents that: no director or a relative/near relation (as specified by RBI/NHB) of a director of a banking/housing finance company (including IHFC) are relative/ near relation (as specified by the RBI/NHB) of a senior officer of IHFC (as specified by RBI/NHB) is a partner of mine/ us, a director, manager, employee of mine/ us or of a subsidiary of me/us or a subsidiary or the holding company of me/ us, or a guarantor on behalf of/for/to me/ us, or holds substantial interest in me/us or a subsidiary of the holding company of me/us.

- I/We understand and agree that ICICI HFC may provide the credit facility/ies mentioned herein only if permitted and if approved in the manner specified or required by the Reserve Bank of India from time to time.
- I/We further agree and understand that ICICI HFC reserves the right to reject this application without assigning any reason (unless required by applicable law), and that ICICI HFC shall not be responsible / liable in any manner whatsoever to the me/us for such rejection or any delay in notifying the me/us of such rejection and any costs, losses, damages or expenses, or other consequences, caused by reason of such rejection, or any delay in notifying the me/us of such rejection, of this application.
- I/We undertake to upload and submit all necessary documents as specified by ICICI HFC for the purpose of applying for loan facility. I/We further confirm that the documents uploaded by me/us along with the application are true and genuine copies of the original documents and ICICI HFC can rely on the said documents for the purpose as specified in the application form.

- I/We acknowledge that ICICI HFC reserves the right to retain such documents submitted with this application and will not return the same to the me/us.
- I/We hereby declare and affirm that the I/we have not made any payments in cash.
- I hereby represent, confirm and undertake that the facility will be utilised only for the purpose for which it is being sanctioned and this purpose shall not be changed in any manner during the tenor of the loan, and the facility shall not be used for any illegal and/ or antisocial and /or speculative purposes including but not limited to participation in stock markets/IPOs or any other purpose for which housing finance companies are not allowed to lend under the applicable regulations
- I/We hereby submit that I/We am/are providing KYC voluntarily at my/our own discretion and I/We are aware that ICICI HFC may require certain other documents that can also be submitted as KYC documents
- I/ We, unconditionally and irrevocably, authorise (i) ICICI HFC, (ii) its group companies, (iii) its agents, and/or (iv) its representatives, to: collect, access, store, use, share, exchange and process all information and records (including personal information) received (from me and/or external sources) for (i) and in connection with the loan, (ii) analysis, (iii) credit scoring, (iv) carrying out marketing and promotional activities; and/or (iv) making offers of various financial or other products and/or services through any mode (including without limitation through telephone calls/SMSs/e-mails/ WhatsApp) to me/us.
- I/We hereby authorizes ICICI HFC to exchange, share or part with all information/ data provided herein including personal and business information with ICICI group companies/other institutions/ such other persons as may be necessary/ required for the purpose of, including but not limited to, marketing, cross selling of various products and services etc to me/us, use or process the aforesaid information/data by such person/s, or furnishing of the

processed information/ data/ products thereof to other Banks/Institutions/other persons as may be necessary, and we shall not hold ICICI HFC liable in connection with the use of such information or otherwise.

- I/We hereby agree and authorize ICICI HFC / its group companies to exchange, share or part with all the information, data or document in relation to the application including but not limited to the credit repayment, history or any default, if any, committed by the me/us to credit bureaus, agencies, statutory bodies.
- In compliance with the rule 9B of the Prevention of Money Laundering (Maintenance of Records) Rules, you are required to intimate us if there is any change in your KYC details along with updated documents (i.e. address, contact details, profile, etc.) within a period of 30 days from the date the change was made .Once you intimate us, we will make necessary changes in our records. Any update can be intimated to ICICI HFC by visiting the nearest servicing branch.
- I/We understand that the loan facility, if sanctioned, shall be subject to the customary terms and conditions as applicable to the product.
- I/We hereby declare that the information of GSTIN with respect to the number and billing address is correct and ICICI HFC can update the same in its records. I/We hereby declare that the information provided can be used by ICICI HFC for the purposes of charging GST and reporting of transactions on the GSTN portal and for other related aspects in relation to reporting as stated under GST Act and applicable rules in this regard.
- I/We may share, exchange or deliver instruction/information/document electronically to ICICI HFC through email. I/We acknowledge and understand that communication through e-mail cannot be guaranteed to be secured or error free and such information could be incomplete/unsafe and subject to tampering and unauthorized access and I/we shall not hold ICICI HFC responsible or liable for relying and/or acting on such instructions/document/information received through email.

- I hereby consent to ICICI HFC collecting, verifying, storing, using, authenticating, processing and sharing my personal information and Know Your Customer ('KYC') documents for onboarding, account maintenance, regulatory compliance, AML/CFT checks, sanctions screening, fraud prevention, risk assessment, processing and servicing my loan. I further authorize ICICI HFC to authenticate and verify my information through physical, digital, electronic, video based methods and to disclose or transfer my KYC data to its affiliates, service providers, regulators, law enforcement agencies, credit bureaus and all authorized third parties strictly for lawful loan-related purposes. I confirm that the information provided by me is true and complete and undertake to update any changes to my KYC data from time to time.
- I/We hereby consent to receiving information from Central KYC Registry through SMS/Email on the registered number/email address.
- I/We agree to receive communications, notices, disclosure, updates on various products and services related information and special offer from ICICI HFC/group companies and other entities via email alerts, or SMS alerts or phone call or on the official website of ICICI HFC.
- I hereby declare that I authorize ICICI HFC to download/fetch my CKYCRR record for the purpose of processing of loan application and/or updating the CKYCRR record reference number in ICICI HFC's records or any other related purposes
- I/we hereby acknowledge that ICICI HFC shall process, transfer, preserve, and store all our personal data, documents and records in accordance with the applicable data protection laws and in accordance with the EU General Data Protection Regulation 2016/679 (the "GDPR"), as may be applicable.

## Annexure A

### Rights and Responsibilities of a Financial Information User

- FIU shall ensure that any data received is solely used for the lawful, explicit and legitimate purpose as consented to by the customer and as detailed under the Consent Artefact and as consented to by the customer and as detailed under the Consent Artefact at the time of requesting the financial information.
- FIU shall not transfer, share or otherwise disclose any data except with prior consent or as permitted under applicable laws. FIU shall not misuse or repurpose such financial information in any manner. FIU shall ensure that usage of the financial information shall be audited and logged in accordance with the regulatory framework.
- In the event the customer revokes the consent already provided in the Consent Artefact for the processing of financial information, FIU shall promptly cease any processing of the financial information so collected, unless retention is mandated by applicable laws. The FIU shall retain the customers' financial information for as long as required to fulfill its purpose or as may be required under law.
- The FIU shall comply with all relevant laws and regulations, and shall process all the financial information received from the Account Aggregator in accordance with applicable data protection laws.
- The FIU shall cooperate in the resolution of any customer grievance or complaint with the Account Aggregator.