

GENERAL TERMS AND CONDITIONS FOR PERSONAL LOANS

These Terms & Conditions shall apply to any Personal Loan granted by DFCC Bank PLC and every Borrower as hereinafter defined shall be bounded by these Terms & Conditions

For the purpose of these Terms & Conditions

"Bank" shall mean DFCC Bank PLC together with its successors and assigns.

"Borrower" shall mean, the applicant or applicants for a Personal Loan, and shall include their respective heirs, executors, administrators and assigns

"Business Day" shall mean a day on which the Bank is opened for business in the Democratic Socialist Republic of Sri Lanka

"Employer" shall mean the employer/s (whether incorporated or otherwise) of the Borrower approved by or acceptable to the Bank

"Loan" shall mean a personal loan obtained from the Bank, including interest, costs, charges and other expenses

"Loan Installment" shall mean the monies due and payable each months by the Borrower to the Bank in respect of the loan together with interest and other charges thereon and

"Scheme" shall mean the DFCC Bank PLC Personal Loan Scheme

Words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include corporations and companies:

The Borrower hereby irrevocably acknowledges, agrees and undertakes to and with the Bank that

- 1.0 The Application for a loan shall be in the form prescribed by the Bank from time to time and shall be duly signed by the applicant/s and the witnesses and accompanied the following additional documents :
 - i) True copy of the applicant's National Identity Card and /or Passport
 - ii) A copy of the written request to the Employer referred to in Condition 9.(iii)
 - iii) A letter from the Employer in the prescribed form duly signed by Authorized signatories of the Employer acceptable to the Bank
 - iv) Such other security documentation and further information that the Bank may require from time to time
- 2.0 The granting of the Loan shall be at the sole discretion of the Bank. The Bank shall also be free to grant the Loan for an amount less than the amount applied for and such lesser amount so granted shall be governed by these terms and conditions.
- 3.0 Subject to 2.0 above, the Bank shall notify the applicant in writing whether the Loan is approved or not and if the Loan has been approved the said loan will be offered to the applicant subject to the General Terms and Conditions stated herein by way of a Letter of Offer.
- 4.0 An approved Loan shall be available to the Borrower upon the Borrower accepting the said Letter of Offer and execution of the security documents stipulated in the said Letter of offer.
- 5.0 The Borrower shall if the Bank may at any time so require place as collateral security with the Bank and to its order all monies, shares, bonds and other valuable documents that now or may in the future be deposited with the Bank in the name of the Borrower and shall be regarded as security for the settlement of the total amounts owned by the Borrower. In the event the collateral so required is a mortgage over a tangible property, such property shall be insured for the full value of the property against the risks of fire, riot, strike, malicious damage, civil commotions, explosion and terrorism and the insurance policy shall be

assigned in favour of the Bank and the original of the insurance policy and renewals thereof should be deposited with the Bank.

- 6.0 The Borrower shall open an Account (subject to the terms and conditions governing such accounts) in the name of the Borrower with the Bank into which the proceeds of the above loan shall be credited and this Accounts shall be maintained by the Borrower until the Loan installment together with interest and other charges payable thereon are paid and settled in full and the Bank shall be entitled to debit such account or any other accounts of the Borrower with all amounts payable under or in respect of the Loan.
- 7.0 The Borrower shall make available sufficient funds in his account to enable the Bank to recover the loan installments with interest and other relevant charges on the due date. In the event of any such payment falling due on a date which is not a business day, such payment shall be made to the Bank by the Borrower on the business day immediately preceding such due date
- 8.0 In the event cleared funds are not available on the due date, any credit to the account will be accrued and appropriated against any overdue Loan installment (or part thereof as the case may be). In the event that the loan installment or any part thereof is not paid on the payment date in any month, the Bank shall be entitled to charge interest at a higher rate of 2% per annum above the rate applicable on the amount in arrears of the Loan, together with any late payment fees and charges applicable, as long as the present directives of Central Bank of Sri Lanka are applicable. The Bank reserves the right to revise the said rate on a future date.
- 9.0 Where deemed necessary by the Bank also, the Borrowers shall hereby irrevocably undertake:
 - i) To make available at all times up to date information/documentation in the form manner and detail requested by the Bank
 - ii) To provide authorization to the Bank to have access to current and future employers to obtain any information on the Borrower in connection with the loan.
 - iii) To make a written request to the Borrower's Employer to remit the Borrower's salary or the Loan Installment to the Borrowers account on a monthly basis in the form acceptable to the Bank (the format which is specified hereto)
 - iv) To notify the Bank in writing any changes in his permanent residence, employment, business/profession or income within seven days of such change.
10. On giving prior notice to the Borrower ,the Bank has the option of claiming settlement of the Borrower liabilities to the Bank and modify or cancel facilities granted by the Bank to the Borrower at its discretion (whether for breach of any terms and conditions hereof or otherwise), with out any obligations to state reasons or justifications for such measures.
11. The Bank is hereby irrevocably authorized by the Borrower to have a lien and right of set off (or similar right) over any of the Borrower's property rights and interest which are in the Bank's custody and control , which rights may be exercised by the Bank at any time. The Bank without notice may combine and consolidated all or any of the accounts held in the Borrower's name irrespective of the title they came under and/or set off against any overdrawn accounts all or any monies whatsoever and whether on current account savings account deposit account or in whatsoever account which the Bank may at any time hold to the Borrower's account at any of its offices
12. The Bank is hereby irrevocably authorized by the Borrower to debit any of the current accounts or savings accounts of fixed deposit accounts maintained by the Borrower at Bank without prior notice to the Borrower, at the sole discretion of the Bank all amounts payable under or in respect of the loan, even to the extent of creating an overdraft or increasing an existing overdraft limit on the due dates as agreed above together with the amount of interest payable.

13. The Borrower hereby acknowledge in any case where any other credit facilities have been granted to the borrower by the Bank and if there is a default in the repayment of principal or interest due upon any such credit facilities, the repayment of the above loan shall be deemed to be in default even though in fact default may not have been made.
14. The Borrower further acknowledges that interest rates commissions fees and other charges on the Loan are subject to change, revision and fluctuation from time to time based on the market conditions and that the Bank may at its absolute discretion vary the interest rates commissions fees and other charges applicable to the Loan.
15. All sums payable to the Bank by the Borrowers, whether of principal, interest, fees, commissions, charges or otherwise shall be free and clear of and without any deductions for or on account of any taxes, levies, duties or charges of any nature whether imposed, levied or charged by the Government of Sri Lanka or such other authority and in the event of any such taxes, levies, duties or charges being imposed, levied or charged against the Bank in respect of the aforesaid sums, the Borrowers shall pay the Bank the amounts of such taxes, levies, duties or charges and the same may be recovered by the Bank from the Borrowers.
16. In the event of pre mature settlement of the loan/s by the Borrower a Liquidated Damages of 4% of the amount prepaid will be levied by the Bank.
17. The Borrower acknowledges that the Bank has the right to institute legal proceedings for the recovery of the loan and all outstanding dues there under and that any legal costs fees and lawyers fees connected thereto shall be considered as amounts due to the Bank from the Borrower.
18. The Borrower acknowledges that the Bank shall have the right to outsource the functions of recovering the Loan installment or any part or portion thereof through an agent or any third party appointed by the Bank and the Bank shall on request by the Borrower provide details of such agent. The Borrower hereby agrees that the Bank shall and is hereby authorized to divulge confidential information of the Borrower to the said agent for the purpose or recovery of the Loan.
19. The monies due by the Borrower to the Bank in respect of the above loan and the interest thereon shall be recoverable from the Borrower notwithstanding the Prescription Ordinance (Cap. 68) and the Borrower shall not plead the Prescription Ordinance (Cap 68) as a bar to the Bank suing the Borrower for the recovery of the said monies.
20. These Terms and conditions shall governed by the laws of Sri Lanka and the appropriate jurisdiction shall be vested in the courts of Sri Lanka. However, the Bank shall have the right to pursue the repayment of the loan in any other country and for such purpose the Bank shall have the right to invoke the jurisdiction of any appropriate court in any other country.
21. Any statement of account made out of the books, documents and records of the Bank and signed and certified as true by any authorized officer of the Bank shall be binding on the Borrower as regards the amounts outstanding and due to the Bank by the Borrower in respect of the loan and shall be conclusive evidence thereof.
22. The Borrower shall check carefully all statements of accounts received from the Bank. If within one month of the date of such dispatch of a statement of account to the Borrower's address, as it appears in the Bank records, and if no objection is received from the Borrower, then the balance shown therein will be considered correct and the fact that no communication has been received from the Borrower then the balance shown therein will be considered correct and the fact that no communications has been received from the Borrower will be interpreted as a confirmation of the correctness of the account and the Borrower undertakes to refrain any objections in respect of any such statement of account. The Borrower will further undertake that should the Borrower not receive a statement of account for any period it is solely and entirely the responsibility of the Borrower to demand a statement from the Bank.
23. The Borrower represents and warrants that no bankruptcy proceeding have commenced or are intended against the Borrower and that all information furnished in this application is true complete and accurate and the Borrower has not willfully withheld any material information in completing this application.
24. The Borrower acknowledges that in the event the Loan is obtained by more than one Borrower, all such Borrowers shall be jointly and severally liable to the Bank with respect to the repayment of the Loan.
25. The Borrower acknowledges that the Bank shall have the right to assign any or all its rights hereunder to another party without obtaining the prior approvals therefore from the Borrower.
26. If the Borrower has indicated that the loan is for a settlement (in full or part) of a financial obligation the Borrower has obtained from another financial institution, the Bank at its discretion may debit the Borrower's account and pay such institution in settlement of any existing liability based on a confirmation received from such institution. The Borrower hereby agrees to indemnify and keep indemnified the Bank against any claim or loss that may arise as a result of acting in pursuance of the Borrowers instruction.
27. This offer of facility is subject to any rules, regulations, orders, directions, notices, requests or requirements of or from the Central Bank of Sri Lanka and or any other authority from time to time.
28. Any claims summons advice or notice to these facilities which the Bank may desire to convey to the Borrower shall be deemed to have been duly given to the Borrower if given in writing by registered post to the address of the Borrower mailing address last known to the Bank.
29. The Borrower acknowledges that the Bank shall disclose the Borrower information to a party legally authorized to obtain such information subject to sec 77of the Banking Act No 30 of 1988
30. The Borrower acknowledges that the Bank shall report to the Financial Intelligence Unit of any suspicious transaction and above the threshold transactions under the provisions of the Financial Transaction Reporting Act No 6 of 2006
31. The Borrower shall for any clarification pertaining to the terms and conditions of the loan contact the Manager of the respective branch from which the loan was obtained or Personal Finance Services Department at Head office on contact details given below
32. The Borrower shall if experience a bad or poor service make a complaint in writing to the Manager of the respective branch from which the loan was obtained or Personal Finance Services Department at Head office on contact details given below
33. Having read and understood the above General Terms and Conditions applicable to the Personal Loan Scheme of DFCC Bank PLC, I/we place my/our signature below in acceptance of the General Terms and Conditions above in the presence of two witnesses named herein

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Primary Applicant's Signature:
Date
NIC No

.....
Joint Applicants Signature
Date
NIC No

.....
Witness Signature
Name
NIC
Residential Address:

.....
Witness Signature
Name
NIC
Residential Address:

Date:.....

Date:.....

For complaints and suggestions contact on following numbers: Tel 112
371371 - Personal Finance Services Department
73/5, Galle Road, Colombo 03.