



Settlement Letter Number: _____

Customer Copy

Dated : 28 Feb 2025

To _____

Regd. Office - HDFC Bank
Limited, HDFC Bank House,
Senapati Bapat Marg, Lower
Parel (West), Mumbai 400 013.

Subject : SETTLEMENT OF HDFC Bank Credit

Alternate Account Number (AAN) _____

Dear _____

We refer to your discussion with our bank representative regarding due of Rs. 503909.71 outstanding and payable on your subject card account. We take note of your financial constraint towards repayment of the entire dues as mentioned above. We like to state that the bank, after favorably considering your request as an exception, hereby agrees to settle the card account at Rs. 100000.00 (Amount in words: Rs. ONE LAKH ONLY) payable in ONE instalments as detailed below

Repayment Schedule

Payment Date	Amount	Mode	Cheque/DD Number
28-Feb-2025	100000.00	CASH	

This settlement is being granted on your undertaking to comply with the terms stated herein without setting any precedence and purely as an exception and is valid and effective only till FEB'25

Please sign the copy of settlement as a token of acceptance of the aforesaid mutually agreed terms of the settlement

Authorised Signatory

Retail Portfolio
Management - Credit
Cards

Received, Accepted and Signed by _____
On my own will free consent and volition

(OR)

Received, Accepted and Signed on behalf of Card Holder _____
_____ in capacity of _____
(relationship)

Date : _____

Signature : _____

Note : In Compliance to data security standards, Card Number will be masked and Alternate Account Number (AAN) will be provided in Settlement letter.

This is a system generated settlement letter hence digital signature stays valid

PTO for Terms and conditions for settlement

Terms And Conditions:

1. Please be aware that the instalment for repayment of the settlement amount should be received by the bank on or before the agreed date of repayment in this letter.
2. Settlement would come into effect on acceptance and payment of the first instalment by the borrower.
3. As required under applicable regulatory guidelines, compromise settlements where the actual repayment period exceeds three months from the date of first amount paid will be treated as restructuring.
4. Post settlement, all the other exposures at borrower level shall be reported as 'Restructured Non-Performing Assets' (NPA). Any changes in asset classification of these exposures shall be made in accordance with prevailing regulatory norms and guidelines.
5. Subject to the terms contained herein, the settlement amount agreed upon by the parties shall be appropriated in the following order of priority:
 - a. Firstly, towards the principal amount
 - b. Secondly, towards any accrued and unpaid interest
 - c. Lastly, towards any other charges, commissions, fees, taxes, levies (as applicable)
6. The above-mentioned account will continue to accrue interest and penal charges as per the bank's existing policy till the last payment is repaid in total. Posts the realization of all the payments, reversals and waivers will be processed on your account as per agreement vide this settlement.
7. The settlement terms detailed above are in addition to, and not in derogation of, the agreement signed off at the time of availing this facility and the terms and conditions governing thereon.
8. In cases where the Borrower has multiple outstanding loans/credit facilities with the Bank, the Borrower explicitly acknowledges and declares their intention to settle only a specific credit facility, as identified herein above, while other outstanding facilities remain unresolved. Although the Bank may have a desire to settle all other outstanding credit facilities of the Borrower, the Bank hereby agrees, in accordance with the Borrower's express wishes and preference, to settle only such specific loans/credit facilities which are mentioned herein. It is understood that the Bank's decision to comply with the Borrower's request to settle only certain credit facilities does not, in any way, waive or impair the Bank's rights to pursue recovery of its dues in the remaining outstanding credit facilities of the Borrower.
9. The settlement offer letter is issued without prejudice to the bank's right to continue all legal proceedings pending against you in connection with the subject account till the entire dues, either as per this settlement or agreement, are paid in full.
10. Please note that this is an exceptional settlement offer for the above-mentioned account number basis your request and should not be quoted as a precedent for any other loans.
11. This settlement amount shall be accepted as full and final settlement of the subject account and on the receipt of the said settlement amount, NOC for the said account shall be issued, subject to any direct/ indirect liability owed by you to the Bank. It is also clarified that release of any security or security documents deposited, pledged, hypothecated, or mortgaged with the Bank including Bank's charge on any secured asset, shall be contingent upon closure of all other loans obtained by you in the capacity of a Borrower/Co-Borrower/Guarantor from the Bank.

In case any other direct/ indirect liability is owed by you to the Bank in the capacity of a Borrower/Co-borrower/Guarantor, Bank reserves its right to retain the aforementioned security/security documents till the relevant dues are paid in full and Bank is authorized to exercise its lien upon the said security. Please note that release of any security pledged to the Bank shall be subject to full repayment of any outstanding amounts due and payable by you towards closure of any other loans/credit facilities availed from the Bank. It is further clarified that the security/security documents shall only be released to the owner of the secured asset or to the Borrower/Co-Borrower with prior written consent of the owner.

Please note this settlement letter would be considered invalid in the below events: -

- a. This settlement offer letter is valid till the last working day of the current month, post which it is NULL AND VOID.
- b. In the event of the above repayment schedule is not being adhered to and if any of the cheques is not being honoured, the settlement offer would be null and void and you would be required to pay the entire outstanding at that point of time and any amounts paid in pursuance of this settlement offer till the date of default of these terms shall be adjusted towards the entire dues payable by you as per the agreement. The bank also reserves the right to initiate legal action on the dishonoured cheques.
- c. In the event a fraud is subsequently discovered in the account, this settlement shall be NULL and VOID and any balance outstanding due after adjustment of any amounts paid in pursuance of this settlement, shall become immediately payable by you. Additionally, Bank would be required to report the account as per applicable regulatory guidelines and Bank reserves the right to initiate criminal proceedings against you.
- d. Please note that by endorsing upon this settlement offer letter, you unconditionally agree to withdraw all cases filed by you against the bank before the court with regards to the above-mentioned loan agreement, failing which this settlement offer letter would be treated as NULL AND VOID.
- e. Upon discovery of a fraud in the loan account, Borrower acknowledges that Bank shall without prejudice to the other rights available to it under terms of this settlement letter or under applicable law, block the usage of all Bank issued card(s) and deposit accounts held by the Borrower immediately. Bank shall be authorized to exercise Bankers' right of lien and set off on all securities deposited by the Borrower with the Bank and/or current and savings accounts maintained by the Borrower with the Bank, towards the outstanding balance due in the loan account. Further, in such a scenario, the Borrower shall remain liable to pay any balance dues after the aforesaid set off and the loan account shall not be considered as closed until the Borrower has paid all such amounts due.

12. All the transactions incurred on the account after the initiation of this settlement and prior to the issuance of the settlement offer letter is not a part of this settlement letter shall be payable separately by the account holder over and above this settlement amount. The bank reserves its rights to demand and recover any such amount from the credit card / loan account holder regardless of this settlement.

13. In the event payment is being made through a collection agency, kindly ensure you receive due receipt for the same. Also check the ID of the agent. Any incorrect receipt may render your payment invalid.

14. Except for the first EMI that shall be payable by any mode of payment, you are requested to kindly issue Post-dated cheques towards the rest of the monthly instalments detailed in the repayment schedule.

15. In case the borrower has an alternate card / Link card or Jumbo loan, the same will get suspended / pre- closed immediately once the settlement is agreed upon the primary card account.

16. Any refund would be processed only post adjustment towards dues outstanding in other loan/card products. Moreover, in case of money received through insurance mode, excess amount if any would be refunded only post adjustment towards due outstanding in other loan products.

17. Please be intimated that, in case you hold Premier Banking Relationship with us, the settlement entail withdrawal of such benefits accorded to your account, post 30 days of initiation of settlement without any further reference or intimation to you. However, the services available to your Savings Bank Account/Current Account/ Term Deposit would continue.

18. Bank issues digital receipt through an SMS near real time for payments deposited to our authorised agents. You may verify the authenticity of the agent by scanning the QR code printed on their identity card.

19. The bank may periodically reach out to you in a conscious manner, regarding opportunity for credit score improvement through its authorized partners.

20. It is unconditionally agreed between the parties that upon fulfilment of this settlement, all litigation initiated by the parties hereto against the other in respect of the account under this settlement before any Court/tribunal or regulatory will be withdrawn by such initiating party.

21. In cases where recovery proceedings are underway before a judicial forum, such as C.S. or Civil Courts, any settlement reached with the borrower shall be contingent upon obtaining a consent decree from the relevant judicial authorities. It is imperative for the Borrower to be aware that the settlement process shall be treated as concluded, only, when the pending recovery proceedings are dismissed, or a consent decree is granted by the judicial authority. In such circumstances, the release of a No Objection Certificate (NOC) will be conditional upon the dismissal of the pending recovery suit or passing of a consent decree, as applicable.

22. Please note that regulatory guidelines and Bank policy in force on the date of closure of the loan will be applicable to the settlement arrangement and will be deemed to be accepted by you.

23. CIC reporting will be done as per regulatory guideline.

Please note under the Credit Information Companies (Regulations) Act, 2005, Bank is required to share the status and conduct of loan account with Credit Information Companies (CICs). Bank categorically appraises the borrower that loan dues paid under compromise settlement plan shall be reported as 'Settled' in the records of CICs.

"Settled" status of the account may function as hindrance in case any credit assistance is sought by the borrower at any future date. Alternatively, if the loan liability is paid in full, then the status in the records of CICs will indicate the same. Hence, borrower is advised to choose appropriate option accordingly. Borrower's account information is sent to CICs on a fortnightly basis or as per timelines prescribed under the regulatory guidelines from time to time, for updating into their database. It takes 30 days from the month-end to update the record in CICs database. Bank shall not be liable for any changes in borrowers' credit bureau scores, on account of this settlement or otherwise.

Kindly, sign the bank copy of the settlement offer letter as your acceptance of the terms and conditions of the settlement program.

In case of any discrepancies/ complaints please write us at the mail to: Codecomplianceofficer-cards@hdfcbank.com.

20-02-2025