

Key Fact Statement

Ref No: KOLDP01035289

Date: 08/03/2025

Part 1 (Interest rate and fees/charges)

1	Loan proposal/ account No.	KOLDP01035289	Type of Loan		Education Loan (Domestic)		
2	Sanctioned Loan amount (in Rupees)			INR 150,000			
3	Disbursal schedule (i) Disbursement in stages or 100% upfront (ii) If it is stage wise, mention the clause of loan agreement having relevant details			Rs. 150,000 If disbursed in tranches:			
				Tranches	Disbursement Month	Loan Amount	
				Tranche-1	March 2025	150,000	
				Tranche-2			
				Tranche-3			
				Tranche-4			
	The Loan may be disbursed in one lump sum or in any number of installments/tranches, as per terms and conditions referred in loan agreement. Please refer Clause 2. (Disbursal Of Loan) of the Loan Agreement should for further details.						
4	Loan term (year/months/days)			60 Months			
5	Instalment details						
Type of instalments		Number of EPIs	EPI (₹) ¹		Commencement of repayment, post sanction		
Monthly		1 - 60(EMI)	INR 3,656 (EMI)		04/04/25		
6	Interest rate (%) and type (fixed or floating or hybrid)			16.19% FIXED (Interest calculated on reducing balance method)			
6A	Total Interest charged during entire tenor of the Loan			1. Payable by the Borrower: Rs. 69394 2. Payable by the merchant/Institute Rs. 0			
7	Additional Information in case of Floating rate of interest						
Reference Benchmark	Benchmark rate (%) (B)	Spread (%) (S)	Final rate (%) R = (B) + (S)	Reset periodicity (Months)		Impact of change in the reference benchmark (for 25 bps change in 'R', change in:)	
				B	S	EPI (₹)	No. of EPIs
	NA	NA	NA	NA	NA	NA	NA

¹ Please refer to the Amortization Schedule for details. The EPI is calculated assuming entire sanctioned loan amount has been disbursed. The EPI shall be subject to change in case of partial drawdown in accordance with revised Amortization Schedule.

8	Fee/ Charges ²				
		Payable to the AFSL (A)		Payable to a third party through AFSL (B)	
		One-time/Recurring	Amount ³ (in ₹) or Percentage (%) as applicable	One-time/Recurring	Amount ⁴ (in ₹) or Percentage (%) as applicable
(i)	Processing fees	One time	Rs. 0		
(ii)	Insurance/Wellness charges			One time	Rs. 0
(iii)	Valuation fees	One time	Rs. 0		
(iv)	Any other (please specify)	One time	Rs. 0		
9	Annual Percentage Rate (APR) (%)		16.11 %		
10	Details of Contingent Charges (in ₹ or %, as applicable)				
(i)	Penal charges, if any, in case of delayed payment				2% p.m
(ii)	Other penal charges, if any				NIL
(iii)	Foreclosure charges, if applicable				NIL
(iv)	Charges for switching of loans from floating to fixed rate and vice versa				NIL
(v)	Pre-payment Charges				Pre-payment is not allowed
(vi)	Any other charges (please specify)				All charges as applicable and as updated on our website
	This KFS shall be valid for a period of five working days (Validity Period)				
	(Note: The aforesaid Validity Period refers to the period available to the borrower to agree to the terms of the loan upon receipt of this KFS from the Lender.)				

Part 2 (Other qualitative information)

1	Clause of Loan agreement relating to engagement of recovery agents	Pursuant to Clause 14.1, the Lender is authorised to engage or appoint one or more person(s) to verify any fact or information furnished by, concerning and pertaining to the Borrower and/or to collect any and all Borrower information or activities relating to the administration of the Loan including the rights and authority to collect and receive on behalf of the Lender all dues and unpaid installments and other amounts due by Borrower under this Agreement.
2	Clause of Loan agreement which details grievance redressal mechanism	Annexure A of this KFS comprises details of the Grievance Redressal Mechanism. The details of the Designated Grievance

² Amounts are mentioned inclusive of GST that shall be borne by the Borrower

^{3,4} These Amounts are part of the sanctioned loan amount and hence part of the APR calculation. Accordingly APR would not be calculated separately on these amounts to avoid duplication. These Amounts related to VAS would form part of Net disbursed amounts pursuant to disbursement of loan amount.

		Redressal Officer and the procedure for redressal of grievances have been also placed on the website at https://www.avanse.com/ .													
3	Phone number and email id of the nodal grievance redressal officer	<table><tr><td colspan="2">Details of Grievance Redressal Officer (GRO) of Lender</td></tr><tr><td>Name</td><td>Mr. G. D. Patil</td></tr><tr><td>Designation</td><td>Senior Vice President</td></tr><tr><td>Telephone</td><td>022-6859-9999</td></tr><tr><td>Address</td><td>Avanse Financial Services Limited, E-Wing, 4th Floor, Times Square Andheri-Kurla Rd, Gamdevi, Marol, Andheri East, Mumbai, Maharashtra-400059</td></tr><tr><td>Email</td><td>gro@avanse.com</td></tr></table>		Details of Grievance Redressal Officer (GRO) of Lender		Name	Mr. G. D. Patil	Designation	Senior Vice President	Telephone	022-6859-9999	Address	Avanse Financial Services Limited, E-Wing, 4th Floor, Times Square Andheri-Kurla Rd, Gamdevi, Marol, Andheri East, Mumbai, Maharashtra-400059	Email	gro@avanse.com
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Email	gro@avanse.com														
4	Details of Lending Service Provider's (LSP's) Nodal Grievance Redressal Officer (if any)	<table><tr><td colspan="2">Details of Grievance Redressal Officer (GRO) of LSP</td></tr><tr><td>Name</td><td>NA</td></tr><tr><td>Designation</td><td>NA</td></tr><tr><td>Telephone</td><td>NA</td></tr><tr><td>Address</td><td>NA</td></tr><tr><td>Email</td><td>NA</td></tr></table>		Details of Grievance Redressal Officer (GRO) of LSP		Name	NA	Designation	NA	Telephone	NA	Address	NA	Email	NA
Details of Grievance Redressal Officer (GRO) of LSP															
Name	NA														
Designation	NA														
Telephone	NA														
Address	NA														
Email	NA														
5	Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/ No)	Yes Please refer to Clause 17.11 (Miscellaneous) of the Loan Agreement.													
6	In case of lending under collaborative lending arrangements (e.g., co-lending/ outsourcing), following additional details may be furnished														
	Name of the originating AFSL, along with its funding proportion	Name of the partner AFSL along with its proportion of funding	Blended rate of interest												
	Not applicable	Not applicable	Not applicable												
7	In case of digital loans, following specific disclosures may be furnished														
(i)	Cooling off/look-up period, in terms of AFSL's board approved policy, during which borrower shall not be charged any penalty on prepayment of loan	No prepayment/foreclosure penalty shall be charged during the loan tenure.													
(ii)	Details of LSP acting as recovery agent and authorized to approach the borrower	<ul style="list-style-type: none">• Call Center: 1. Astute Remedial Services (I) Pvt. Ltd.• Collection Agencies: 1. Sigma Outsourcing Pvt. Ltd. 2. Collman Services 3. MSWIPE CAPITAL PRIVATE LIMITED Note: Upon an event of default the Lender may initiate appropriate legal proceedings as per the loan agreement and/or the applicable laws.													

Additional Details of the Loan

1.	Lender	Avanse Financial Services Limited									
2.	Merchant's/Institute's Name	Interviewbit Software Services Private Limited/Scaler Academy									
3.	Merchant and/or Institutes Account Details	316805000712 (IFSC Code ICIC0003168)									
4.	Details of Borrower/ Co-Borrower	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Name of Borrower</td> <td>ANGSHU MAJUMDAR</td> </tr> <tr> <td>Email</td> <td>angshumajumdar1@gmail.com</td> </tr> <tr> <td>Phone number</td> <td>9641848054</td> </tr> <tr> <td>Address</td> <td>24/11, PRANTIK, SURYA SEN SARANI WARD NO. 34, POST- SILIGURI TOWN DARJEELING West Bengal 734004</td> </tr> </table>		Name of Borrower	ANGSHU MAJUMDAR	Email	angshumajumdar1@gmail.com	Phone number	9641848054	Address	24/11, PRANTIK, SURYA SEN SARANI WARD NO. 34, POST- SILIGURI TOWN DARJEELING West Bengal 734004
Name of Borrower	ANGSHU MAJUMDAR										
Email	angshumajumdar1@gmail.com										
Phone number	9641848054										
Address	24/11, PRANTIK, SURYA SEN SARANI WARD NO. 34, POST- SILIGURI TOWN DARJEELING West Bengal 734004										
5.	Purpose	Personal (Scaler Academy / Software Development - Working Professionals)									
6.	Specific Condition	<p>1) Borrower(s) shall submit valid and requisite documents and meet credit underwriting norms of the Lender.</p> <p>(2) In case of premature withdrawal from the course/ request for cancellation of drawdown, the Borrower shall submit no objection certificate from the institute and arrange credit for proportionate refund and foreclosure amount of the Loan to the Lender.</p>									
7.	Examples of Special Mention Account (SMA) and Non Performing Asset (NPA) classification dates.	<p>PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. AS IT CONTAINS VERY IMPORTANT INFORMATION ABOUT CLASSIFICATION OF YOUR LOAN ACCOUNT BASIS OVERDUE STATUS. SUCH CLASSIFICATION CAN HAVE MATERIAL IMPACT ON YOUR CREDIT STANDING IN CASE FINANCIAL DISCIPLINE IS NOT FOLLOWED IN REPAYING THE LOAN ON TIME.</p>									

Borrower(s) to note the below:-

- ☐ The Loan Account shall be automatically **reported as NPA** strictly on the **90th Day** of it remaining as **Overdue**
- ☐ The **status of the account cannot be upgraded/ regularized to standard from NPA**, until all the **unpaid instalments** are fully repaid along with the other charges/arrears.
- ☐ Borrower(s) shall ensure **(i) to make timely repayment of the instalment on its due date and (ii) in any case prevent 90 Days Overdue causing NPA.**

Mentioned below is the illustration for Special Mention Account (SMA)/Non-Performing Asset (NPA) classification dates.

Due Date	Date of Overdue	Basis for classification	Account Classification
		Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories
10 th March'2024	10 th March'2024	Upto 30 days	SMA-0
10 th April'2024	09 th April'2024	31-60 days	SMA-1
10 th May'2024	09 th May'2024	61-90 days	SMA-2
10 th June'2024	08th June'2024	More than 90 days	NPA

Explanation:-

- ☐ If the due date of an account is **10th March' 2024**, and the full dues/instalment is not received before the Lender runs its day-end process for this date, the date of overdue shall be **10th March' 2024**.
- ☐ If the account continues to remain overdue, then this account shall get tagged as **SMA-1** upon running day-end process on **09th April'2024** i.e., upon completion of 30 days of being continuously in overdue. Accordingly, the **date of SMA-1** classification for that account shall be **09th April'2024**
- ☐ Similarly, if the account continues to remain overdue, it shall get tagged as **SMA-2** upon running the day-end process on **09th May'2024**; and
- ☐ If the account continues to remain overdue further, it shall get classified as **NPA** upon running day-end process on **08th June' 2024**.
- ☐ If the instalments of "**March'2024**" & "**April'2024**" are collectively repaid post "**08th June' 2024**", then also the account shall continue to be **reported as NPA**.

If all the unpaid instalments (in the above example from "**March'2022**" till actual realization) are fully paid along with the other charges/arrears, then only the account will be **upgraded/regularized as standard asset** and shall **not be reported as NPA**.

Illustration for computation of APR

Sr. No.	Parameter	Details
1	Sanctioned Loan amount (in Rupees)	Rs. 150,000
2	Loan Term (in years/ months/ days)	60 Months
a)	No. of instalments for payment of principal, in case of non-equated periodic loans	NA
b)	Type of EPI Amount of each EPI (in Rupees) and nos. of EPIs (e.g., no. of EMIs in case of monthly instalments)	EMI Rs. 3,656 60 Months
c)	No. of instalments for payment of capitalised interest, if any	NA
d)	Commencement of repayments, post sanction	04/04/25
3	Interest rate type (fixed or floating or hybrid)	FIXED (Interest calculated on reducing balance method)
4	Rate of Interest	16.19%
5	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in Rupees)	Rs. 69394
6	Fee/ Charges payable (in Rupees)	Rs. 0
A	Payable to the AFSL	Rs. 0
B	Payable to third-party routed through AFSL	Rs. 0
7	Net disbursed amount (1-6) (in Rupees) ⁵	Rs. 150,000
8	Total amount to be paid by the borrower (sum of 1 and 5) (in Rupees)	Rs. 219,394
9	Annual Percentage rate- Effective annualized interest rate (in percentage)	16.11 %
10	Schedule of disbursement as per terms and conditions ⁶	As per clause 3 of Part 1
11	Due date of payment of instalment and interest	4 th day of every Month

⁵ ***“Net Disbursed Amount” is the loan amounts disbursed to the Borrower including loan for purchasing Value Added Services from the Service Providers such as insurer, health package provider and other VAS products. Accordingly, VAS Amounts forms part of the sanctioned loan amount.***

⁶ ***Disbursement shall be done as per the request of the Borrower, subject to sanction validity period to avail drawdowns.***

Annexure A- Grievance Redressal Mechanism

The Company follows a four (4) tier approach for redressal of customer grievances, as detailed below:

1. Level

- a. In case of any service request / complaints, the customer may contact the customer engagement team on any of the below mentioned contact points:
 - Email: wecare@avanse.com
 - Toll Free Number for customers calling from India: [1800-266-0200](tel:1800-266-0200)
 - Contact Number for customers calling from Abroad: [\(+91\) 22-6680 6464](tel:+912266806464)
 - Written request to the below mentioned details:

Avanse Financial Services Limited

4th Floor, E Wing, Times Square,
 Andheri - Kurla Rd, Gamdevi,
 Marol, Andheri East,
 Mumbai, Maharashtra 400059

- b. On receipt of service request / complaint, an acknowledgement shall be given within 2 working days by us to the customer via e-mail/ letter by post/ SMS/any other form of legally valid electronic communication including WhatsApp. The Company shall endeavour to respond to the same within a period of 14 days.
- c. However, in case where a complaint warrants extensive investigation and/or support of the customer to identify the perpetrator, root cause analysis, or under litigation (incl. pending with local Police authorities), the TAT for responding and resolving such complaints may be more than 14 days.
- d. In case the customer is not satisfied with the resolution/response provided by the customer engagement team/s as above, then customer shall escalate to Level 2 as given below.

2. Level 2

It may be noted that the customers shall approach for resolution of their service request/complaint at the first instance to the customer engagement team as mentioned in Level 1 hereinabove, and if their request / complaint remains unresolved for a period of 14 days or they are dissatisfied with the resolution given, they are required to contact Grievance Redressal Cell of the Company:

Kind Attn: Senior Grievance Redressal Manager

Avanse Financial Services Limited

4th Floor, E Wing, Times Square,
 Andheri - Kurla Rd, Gamdevi,
 Marol, Andheri East,
 Mumbai, Maharashtra 400059 Email: grievanceredressalcell@avanse.com
 Telephone : [1800-266-0200](tel:1800-266-0200)

3. Level 3

In case the customer is not satisfied with the decision of the Grievance Redressal Cell, he may approach the Grievance Redressal Officer (GRO) of the Company:

Kind Attn: Mr. G.D.Patil

Grievance Redressal Officer (GRO)

Avanse Financial Services Limited

4th Floor, E Wing, Times Square,
 Andheri - Kurla Rd, Gamdevi,
 Marol, Andheri East,
 Mumbai, Maharashtra 400059
 Email: gro@avanse.com
 Telephone: [022-6859-9999](tel:022-6859-9999)

We will make our best efforts to resolve customer's complaint at this level.

4. Level 4

- A. If the complaint is not redressed within a period of 30 days or if the customer is dissatisfied with the resolution received at Level 3 hereinabove, the customer may further escalate to Ombudsman via CMS Portal or Electronic / Physical mode by following procedure as mentioned on the website <https://www.avanse.com/grievance-redressal-mechanism>
- B. If the customer is aggrieved by the Ombudsman Award or rejection of complaint by Ombudsman Office, customer can file an appeal within 30 days of receipt of Award or rejection of complaint to:

**Executive Director
Consumer Education & Protection Department
Reserve Bank of India.**

Additional Specific Instructions for availing the Loan:-

- 1) Disbursement shall be into the account specified by the Institutes/Merchant/School (as applicable). The Borrower also hereby expressly authorizes the Lender to disburse/route the said disbursement through the nodal account and/or the third party account (i.e. directly to the accounts of the Institute/s and/or Merchant/s and/or schools)
- 2) The Loan(s) may be disbursed in 1 (one) or more installments or tranches, in accordance with the Lender's policy and sanctioned terms. Accordingly the Lender may allocate one or more Loan Account Numbers for every tranche for better administration of Loans in accordance with its terms. Notwithstanding anything mentioned elsewhere, the Loans shall be governed by the said Loan documents and/or Facility documents.
- 3) The Borrower shall abide the said Loan documents and/or facility documents in respect of each Loan Account Number and undertakes to pay/repay the debts in accordance with the repayment schedule provided by the Lender in respect of each Loan Account Number as per the terms and conditions of the Loan Agreement and/or facility agreement.
- 4) The Borrower have read and understood the cancellation and refund related terms & conditions/policy (T&C) for the course fees and/or products/services (wherever applicable) as provided or made available by the Institute/Merchant. Lender is not a party to such Product T&C which are separate/independent to the loan facility. The Borrower shall pay the applicable refunds received by him/her/them related to course fees and/or products/services to Lender for adjustment in the loan account. The Borrower shall ensure processing such refunds directly to Lender by giving required instructions to the Merchant. The Lender is not obligated to collect the refunds from the Merchant.
- 5) Any change in ROI and/or other charges shall be applicable prospectively.
- 6) The sanction is subject to Lender's absolute discretion and may be revoked by the Lender as the Lender may deem fit including in the event any condition precedents are not complied with. The Loan facility shall be governed by the terms and conditions prescribed by the Lender and/or the loan agreement, that shall be accepted by the Borrower/s in addition to this Sanction Letter.
- 7) The arrangement/tie-up of the Institute/Channel Partner with the Lender may require drawdown/disbursement of the Loan amount in tranches which otherwise becomes payable upfront in its entirety by the Borrower in absence of such arrangement/tie-ups. As such, for the Borrower the date of first tranche disbursement of the Loan by the Lender shall be deemed to be the date of disbursement of the entire sanctioned Loan amount, since the Loan amounts are kept available for drawdown, irrespective of its utilization.
- 8) Upon prepayment/foreclosure of the Loan, the Borrower shall repay to the Lender, the entire outstanding Amount Due including any Charges (in accordance with the terms of the Loan Agreement) out of the entire Loan amount sanctioned by the Lender to the Borrower, irrespective of any tranche remittances of the Loan by the Lender to the Institute.
- 9) While the interest cost in the ordinary course for the Loan shall be at the rate equivalent to the ceiling rate (presently at 25%p.a); in consideration that ROI will be calculated on the total sanctioned Loan amount despite credit of funds in tranches to the institute, the Lender has agreed with sanctioning Loan on the sanctioned terms. Ceiling rate means the maximum rate of the ceiling limit mentioned in the extant interest rate policy of the Lender available on Lenders' website, present copy of which has been supplied to the Borrower and received in good order.
- 10) Interest rate comprising risk premium/spread has been provided inter-alia basis nature of loan, borrower's creditworthiness, nature of security, nature of product, borrower/risk profile, repayment capacity, past repayments, borrower's loan tenure and geography (location). Fees & Charges applicable to the loan facility are levied inter-alia basis cost & expenses for product/services, encourage financial discipline, competition/industry benchmarking, market practices for the loan type and quantum, in compliance with regulatory guidelines.
- 11) As such the Borrower agrees that interest costs are the negotiated and reasonable estimate of the return on these debts payable to the Lender. The Borrower has thus satisfied itself of the suitability and appropriateness as to costs and expenses for availing the sanction accordingly

- 12) This Loan sanction Details/Key Fact Statement shall form an integral part of the Loan Agreement (including its, schedules referred thereto) and shall be read along with it, wherever the context so requires.

We assure you of our best services at all times.

Warm regards,

For Avanse Financial Services Ltd.,

FOR ONLINE ACCEPTANCE

Applied, Accepted, Authenticated, Signed and Delivered by the Borrower(s) through electronic form, by clicking "I ACCEPT" button in the online system/ application/website made available for processing loans with Avanse Financial Services Limited (including through its authorized service providers) as well as entering the one time password (OTP).

SIGNED, SEALED AND DELIVERED BY

<p>_____</p> <p>Borrower</p>	<p>_____</p> <p>Co-Borrower</p>	<p>_____</p> <p>Co-Borrower</p>	<p>_____</p> <p>Co-Borrower</p>
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PLEASE READ THE FOLLOWING LOAN AGREEMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A MANDATORY DISPUTE RESOLUTION CLAUSE.

IN CASE YOU ACCEDE TO THE TERMS THROUGH AN ELECTRONIC FORM, THEN BY CLICKING ON THE "I ACCEPT" BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS LOAN AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS LOAN AGREEMENT, CLICK THE "I DO NOT ACCEPT" BUTTON OR LEAVE THE WEBSITE.

LOAN AGREEMENT

This Loan Agreement ("**Agreement**") has been made and shall be effective from the date of Loan Sanction Details/Key Fact Statement, by and between:

Avanse Financial Services Limited, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at E-Wing, 4th Floor, Times Square Andheri-Kurla Rd, Gamdevi, Marol, Andheri East, Mumbai, Maharashtra- 400059, (hereinafter referred to as "**Lender**" or "**Avanse**", which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and assigns) of the first part;

AND

The Borrower/Co-Borrower as detailed in **Key Fact Statement**, hereinafter referred to as the "**Borrower**", (which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) of the second part.

The Lender, the Borrower shall hereinafter individually be referred to as a "**Party**" and collectively as "**Parties**".

In case there is more than 1 (one) Borrower, then each such Borrower jointly and severally accedes to the terms and conditions of this Agreement and shall be liable to fulfill the terms and conditions set out herein.

Any reference to "Channel Partner and/or Service Provider" shall mean an intermediary who is engaged by the Borrower in providing services for approaching the Lender and/or procuring loan facilities for the Borrower.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. SCOPE

- 1.1. The Lender is a Non - Banking Financial Company engaged in the business of providing loans to its customers.
- 1.2. The Borrower had approached the Lender for loan not exceeding amount as mentioned in **Key Fact Statement** (the loan amount hereinafter shall be referred to as the "**Loan**" or "**Loan Amount**") on the terms, conditions and the purpose as stated / contained in this Agreement.
- 1.3. Borrower understands that every Loan request shall be assessed individually, at the Lender's sole discretion and the final disbursement amount shall be based on the Lender's internal policies and eligibility criteria applicable to the Borrower.
- 1.4. The Borrower understands that this Agreement is valid for the Loan, taken from time to time, within the time period set out in **Key Fact Statement**.
- 1.5. At the request of the Borrower, the Lender may in its sole discretion agree to the Borrower re-borrowing any amount(s) under this Agreement for such amounts and for such further periods as the Lender may deem fit in its sole discretion and/or in compliance with applicable laws and including, on such terms as the Lenders may in its sole discretion impose or revise including, specifying additional conditions, which shall all be binding on the Borrower. Any change in the terms and conditions shall be as intimated by the Lender to the Borrower. Notwithstanding this, upon any such request being made by the Borrower, the Borrower shall have deemed to have warranted and represented to the Lender that no Event of Default (defined at Clause 7 of this Agreement) has occurred and/or is in existence or continuing.

- 1.6. The Loan shall be subject to the terms and conditions agreed herein between the Lender and the Borrower.
2. **DISBURSAL OF THE LOAN**
 - 2.1. The Loan will be disbursed to the Borrower as set out in **Key Fact Statement**. The disbursement shall be through the agreed mode of disbursement in the application submitted by the Borrower to the Lender and subject to the standard terms and conditions therein, details of which are specified in **Key Fact Statement**
 - 2.2. The Borrower also authorizes the Lender to disburse the Loan into the nodal account and/or the third party account (i.e. directly to the accounts of the Institute/s and/or Merchant/s (as defined below), as set out in **Key Fact Statement**).
 - 2.3. In case the Loan (or its part) is for payment of course fees and/or availing products/services of the institutions/ merchants, who may have a tie up with the Channel Partner /Service Provider or the Lender, as the case may be (referred to as either "**Institute/s**" or "**Merchant/s**"), the Borrower's request for loan shall be processed as per the standard practice of Lender and it shall be deemed as disbursed to the Borrower once the Loan Amount or part of the Loan Amount is transferred from Lender account to the accounts of such Institute/s. **THE LOAN AMOUNT WILL BE CONSIDERED INCLUDING ANY DEDUCTION ON ACCOUNT OF INITIAL INTEREST/SUBVENTION OR CHARGES (AS APPLICABLE)**.
 - 2.4 Subject to loan and sanction terms, the Lender may either revoke the sanction or disburse the loan within 30 working days or anytime during the availability period as per Lender's internal process. Further, the Borrower hereby expressly authorize the Lender to take instructions, required data, documents and information from the Institute on Borrower's behalf for the purpose of disbursing the loan and opening Borrower's loan account.
 - 2.5 In case, the Borrower is required to make advance payment of installments (as mentioned in the Key Fact Statement), then such installments may be either deducted from the Loan Amount or paid separately to the Lender, as may be acceptable to the Lender. Accordingly, residual tenor under the repayment schedule may be proportionately adjusted, as the Lender may deem fit.
 - 2.6 The Borrower agrees that the Loan(s) may be disbursed in 1 (one) or more installments or tranches, in accordance with the Lender's policy and sanctioned terms. Accordingly the Lender may allocate one or more Loan Account Numbers for every tranche for better administration of Loans in accordance with its terms. Notwithstanding anything mentioned elsewhere, the Loans shall be governed by the said Loan Documents and/or Facility Documents
 - 2.7 The Borrower hereby expressly agrees to abide the said Loan documents and/or facility documents in respect of each Loan Account Number and undertakes to pay/repay the debts in accordance with the repayment schedule provided by the Lender in respect of each Loan Account Number as per the terms and conditions of the Loan Agreement and/or Facility Agreement.
3. **INTEREST AND CHARGES**
 - 3.1. THE BORROWER SHALL PAY INTEREST, PENAL/DEFAULT CHARGES ALONG WITH PROCESSING CHARGES, LATE PAYMENT CHARGES AND ECS/NACH/ CHEQUE BOUNCE CHARGES (COLLECTIVELY "**CHARGES**") AT THE RATE AS DETAILED IN **Key Fact Statement** HEREIN.
 - 3.2. **AN INITIAL INTEREST OF RS 0/- SHALL BE PAID TO THE LENDER BY THE INSTITUTE/MERCHANTS ENGAGED BY THE BORROWER, ON BORROWERS' BEHALF.**
 - 3.3. While the Rate of Interest in the ordinary course for the loan shall be at the rate equivalent to the ceiling rate; in consideration that certain portion of interest cost may be paid to the Lender by the Institutes/Channel, the Lender has agreed with sanctioning loan on the sanctioned terms. Ceiling rate means the maximum rate of the ceiling limit mentioned in the extant interest rate policy of the Lender available on Lenders' website, present copy of which has been supplied to the Borrower and received in good order. As such the Borrower agrees that interest costs are the negotiated and reasonable estimate of the return on these debts payable to the Lender. The Borrower has thus satisfied itself of the suitability and appropriateness as to costs and expenses for availing the sanction and accordingly the Lender shall stand indemnified by the Borrower for any variation, losses and/or expenses.

3.4. Notwithstanding the above, the Borrower understands that the rate of interest or the other Charges may change as per the policies of the Lender or as per applicable laws and regulations. The revised rate of interest or other Charges shall be communicated to the Borrower through email or otherwise. On account of upward revision of rate of interest or the other Charges, the Lender will have absolute discretion to revise the instalments applicable to the repayment of the Loan, and the Borrower shall be liable to repay the Loan based on such revised interest or the other Charges. The Lender shall ensure that such change in the Charges is effected only prospectively.

4. **Upon any Event of Default specified in Clause 7 below, the Borrower shall be liable to pay penal/default charges and other applicable Charges at the rate as specified in Key Fact Statement herein, with monthly rests,** from the date of default till the date of realization by the Lender. The payment of penal/default charges and other Charges shall not absolve the Borrower of the other obligations in respect of such breach or default or affect the rights of the Lender in respect of the breach or default.

5. **REPAYMENT AND PREPAYMENT OF THE LOAN**

5.1. The Borrower agrees to repay the Loan installment(s) together with interest, penal/default charges (if any) or the Charges, dues and taxes (as applicable) ("**Amount Due**") on agreed due date/s within the period specified in and as set out in **Key Fact Statement**. Borrower understands that its obligations under this Agreement, shall be valid and binding, until the repayment of the Amount Due, to the satisfaction of the Lender.

5.2. At the request of the Borrower, the Lender may accept the prepayment and foreclosure of the Loan as per the terms agreed under this Agreement and **Key Fact Statement**.

5.3. The Borrower will remain liable under/in respect of the Repayment Instrument(s) (defined below), even if partial payments have been made towards the Loan, from time to time, or the Loan amount has been revised. In case of death or insolvency of the Borrower, as applicable, the outstanding Loan along with Interest, penal/default charges and the Charges will be recovered from his/her/its legal representative/s,.

5.4. The Borrower agrees that the payment of all the amount due to Lender under this Agreement can always be enforced against the Borrower's estate and assets and this Agreement shall be binding upon the heirs, executors, legal representatives and administrators of the Borrower.

5.5. The Borrower have read and understood the cancellation and refund related terms & conditions/policy (T&C) for the course fees and/or products/services (wherever applicable) as provided or made available by the Institute/Merchant. Lender is not a party to such Product T&C which are separate/independent to the loan facility. The Borrower shall pay the applicable refunds received by him/her/them related to course fees and/or products/services to Lender for adjustment in the loan account. The Borrower shall ensure processing such refunds directly to Lender by giving required instructions to the Merchant. The Lender is not obligated to collect the refunds from the Merchant.

6. **ECS / ENACH MANDATE**

6.1. The Borrower has given Electronic Clearing System ("**ECS**") / NACH mandate and/ or cheque (collectively "**Repayment Instrument**") in favor of the Lender for the repayment of the Loan now or hereafter. The Borrower hereby unconditionally and irrevocably authorizes the Lender or any other enforcing agency to enforce the Repayment Instruments towards payment of the Amount Due. The Borrower shall ensure availability of funds in the account on which such Repayment Instrument(s) have been drawn and the Borrower shall not at any time close his/her account and/or issue any notice instructing the Lender not to present any such Repayment Instrument(s) for encashment or instruct his/her bank to stop payment on any such Repayment Instrument(s).

6.2. The Borrower further confirms that the Loan under this Agreement has been made available on the basis of the Repayment Instrument(s) issued by the Borrower in favor of the Lender. The Repayment Instruments remain valid for all Loan along with interest, penal/default charges and other Charges.

6.3. In case the Borrower does not comply with the aforesaid, the Lender shall still be entitled to present/invoke the Repayment Instrument(s). The dishonor/failure of the Repayment Instrument(s) shall be treated as an Event of Default (defined below) under this Agreement.

7. **EVENT OF DEFAULT**

The Borrower shall be deemed to have committed an act of default if the Borrower does not comply with his/her obligations as mentioned in this Agreement and also on the happening of one or more of the following events (each an “**Event of Default**”):

- (a) Default has occurred in the repayment of the Loan along with interest, penal/default charges or the Charges on the due date/s or on demand whether under this Agreement or under any other Agreement with the Lender;
- (b) In the opinion of the Lender, Borrower has breached the representations and warranties and the covenants provided under this Agreement;
- (c) In the opinion of the Lender, the Borrower has defaulted in the performance of any covenant, condition or undertaking under this Agreement;
- (d) The Borrower is or becomes a party to any litigation, arbitration, administrative or other action, investigation by any governmental entity, claim, suit or proceedings which would have a material adverse effect on the terms of this Agreement;
- (e) The Borrower fails to furnish any information or document that may be required by the Lender from time to time; or
- (f) If any proceedings are pending or threatened against the Borrower by any Authority for any misconduct or breach/violation of any law or regulations or code of conduct, etc.
- (g) if the Borrower is declared as Wilful Defaulter. For the purposes of this Agreement, the term ‘Wilful Default’ and ‘Wilful Defaulter’ shall have the meaning as set out in the Master Direction on Treatment of Wilful Defaulters and Large Defaulters dated July 30, 2024 (“**Wilful Defaulters Directions**”).

8. **CONSEQUENCES AND REMEDIES OF LENDER IN CASE OF DEFAULT**

8.1. UPON OCCURRENCE OF AN EVENT OF DEFAULT,

- (a) the outstanding amount of the Loan shall forthwith become payable to the Lender, without any notice to the Borrower.
- (b) Lender shall have the right to terminate the Loan and declare all obligations immediately due and payable; and/or
- (c) Lender shall stop advancing money or extending credit for the Borrower’s benefit under this Agreement or any other agreement between the Borrower and the Lender, and terminate the right of the Borrower to avail of or make drawals from the loan; and/or
- (d) Lender may take any action and proceed under any applicable law or statute against the Borrower; and/or
- (e) Lender may enforce the security interest (if applicable), if any available.
- (f) Lender shall report the details of default to credit bureau agencies authorized in this behalf by Reserve Bank of India (“**RBI**”) or any other regulatory authority, which shall adversely impact Borrowers’ credit standing and future borrowings.
- (g) The Borrowers agree and give irrevocable and express consent to the disclosure or furnishing by AVANSE of all or any (a) information and data relating to the Borrowers, (b) information or data relating to Loan, availed of/to be availed by the Borrowers and (c) default, if any, committed by the Borrowers in discharge of their obligations under Transaction Documents, as AVANSE may deem appropriate and necessary, to regulated third parties, debt recovery agencies, process agents, financial institutions, its affiliates, CIBIL or any other agency authorized in this behalf by RBI or any other regulatory authority/body or to any governmental authority, whenever any such authority seeks any information in respect of the borrowers from AVANSE.

- 8.2. Further, the Lender shall have the following remedies without prejudice to its other rights and remedies under this Agreement, in law or inequity:
- (a) The Lender shall be entitled to recover the charges for bouncing of the Repayment Instrument(s), penal/default charges and other penal charges from the Borrower as mentioned in **Key Fact Statement**.
 - (b) Any other remedy which may be available under law during the pendency of the Loan including without limitation the remedy under section 138 of the Negotiable Instruments Act, 1881 and under section 25 (1) of Payment of Settlement System Act, 2007.
 - (c) In addition to the rights specified in this Agreement, the Lender shall be entitled to take all or any action with or without intervention of the Courts to recover the monies due and payable by the Borrower under this Agreement.
 - (d) Notwithstanding any other rights available to the Lender under this Agreement, the Lender shall be entitled to initiate criminal proceeding or any other appropriate actions against the Borrower if at any time the Lender at its sole discretion has sufficient grounds to believe that the Borrower has made any misrepresentations and / or submitted any forged documents or fabricated data to the Lender.
 - (e) The Lender is entitled (but not obligated) to set-off and appropriate any of Borrower's asset and/or amounts standing into credit, to recover the dues from the Borrower
- 8.3. All rights and powers conferred on the Lender by this Agreement shall be in addition and supplemental to any rights the Lender has as a creditor against the Borrower under any law for the time being in force and security documents and shall not be in derogation thereof.

9. **REPRESENTATIONS AND WARRANTIES**

- 9.1. Borrower represents and warrants to the Lender as follows:
- (a) Upon execution by the Borrower, this Agreement will constitute a valid, enforceable and legally binding obligation of the Borrower;
 - (b) The terms and conditions in the Application and the information provided are binding on the Borrower.
 - (c) There is no law, regulation, decree or act and no provision of any existing contract, agreement or instrument to which Borrower is a party that would be contravened by this Agreement or by the performance or observance of any of its terms;
 - (d) All information furnished by or on behalf of the Borrower in connection with obtaining the Loan, whether prior to the date hereof or contemporaneously with the execution of this Agreement and all information furnished hereinafter, is and will be true, correct and complete in all material respects as on the date on which such information is provided or certified;
 - (e) the Borrower does not figure in any List of Wilful Defaulters (LWD) circulated by the RBI or any bank and financial institution and the Borrower is not a director on the board of any other company or involved in the business of any corporate entity, which has been identified as a Wilful Defaulter by any bank or financial institution etc.
 - (f) That the Borrower has not availed any consumer service by availing or applying for the Loan.
- 9.2. The representations and warranties above shall be deemed to be repeated by the Borrower on and as of each day from the date of this Agreement until all the outstanding Loan, interest, penal/default charges and the Charges due or owing hereunder by the Borrower to the Lender have been repaid in full.

10. **COVENANTS**

- 10.1 The Borrower hereby covenants that the Borrower shall:
- (a) Ensure timely payment of the Amount Due and ensure that the Repayment Instrument(s) are honored on presentation;

- (b) Utilize the Loan only for the purpose set out at **Key Fact Statement** and not use the same for any other purpose including making investment in the capital market or for any speculative purposes, unlawful purposes and/or anti-social purpose. The Lender shall have the right to recall the Loan if the funds are used for any speculative, unlawful and/or anti-social purposes;
- (c) PROMPTLY NOTIFY THE LENDER THROUGH A WRITTEN NOTICE, OF ANY CHANGE IN THE BORROWER'S MOBILE NO., POSTAL ADDRESS OR ANY OTHER DETAILS PROVIDED IN THE APPLICATION OR THIS AGREEMENT;
- (d) Execute any and all documents, as the Lender may require, from time to time, for duly or more perfectly securing the repayment of the Loan;
- (e) Utilize any money received under an insurance claim by the borrower, including legal heirs, for the repayment of the outstanding amount of the Loan;
- (f) Not default or delay in the repayment of outstanding Loan amount along with interest, penal/default charges or the Charges and dues beyond the respective due dates;
- (g) Not hold the Lender and/or the Channel Partner/Service Provider liable for any delay in delivery or non-delivery of any product/ service, or for the quality, suitability or any other condition of the product/ service, where the Loan is availed for payment of course fees and/or availing products/services of the Institute/s/Merchant/s; and
- (h) Not dispute and/or hold the Lender responsible for (1) non-availability or non-accessibility of the Lender's website (i.e. www.avanse.com), electronic payment gateway, telephone(s), or office(s) of the Lender for reasons beyond the Lender's control; or (2) any typographical error or inaccuracy on the Lender's website or any written, e-mail & SMS communication. Shall immediately repay the outstanding Loan and until such repayment procure a guarantor with good credit profile (acceptable to the Lender), in Lender's favour who shall guarantee the debts hereunder, in the event the Borrower is required to change its state of residence for any reason including but not limited to, seeking employment outside India or otherwise.
- (i) ensure that name of the Borrower does not figure in any List of Wilful Defaulters (LWD) circulated by the RBI or any bank and financial institution or who is a director on the board of any other company or involved in the business of any corporate entity, which has been identified as a Wilful Defaulter by any bank or financial institution etc. If the name of the Borrower is added to any such list, the Borrower shall take immediate expeditious and effective steps to remove his name from such list.

10.2. **Information right:** The Borrower further agrees that in case the Borrower fails to pay the Lender's dues or commits default in the repayment of the Amount Due or interest thereon on the agreed due date(s), or the account of the Borrower becomes an NPA as per the RBI's relevant regulations, the Lender will be at liberty to take all necessary steps (including but not limited to disclose or publish in print and / or electronic media the photograph(s), name(s) and address(es) of the Borrower in accordance with Wilful Defaulter Directions.

10.3. **Audit:** The Borrower shall, at the Lender's request and at the Borrower's expense, provide the Lender with a certification from the Borrower's auditors, in a form acceptable to the Lender, confirming inter alia that: (a) the Borrower has not diverted or siphoned any funds provided by the Lender under this Agreement (including loan proceeds), or caused or permitted any such diversion or siphoning of the funds; (b) the Borrower has complied with all applicable laws, regulations, and contractual obligations (including under this Agreement) relating to the use of the Loan; (c) the Borrower has maintained adequate records and has necessary controls to ensure that the Loan are used solely for the purposes specified in this Agreement.

11. **INDEMNIFICATION**

The Borrower hereby expressly agrees to indemnify, defend and hold the Lender and its directors, officers, employees, agents, attorneys or any other Person affiliated with or representing the Lender harmless against (i) all obligations, demands, claims, and liabilities (collectively "**Claims**") asserted by any other party in connection with the transactions contemplated by the Loan documents; and (ii) all losses or expenses incurred, or paid by the Lender, following or arising from transactions between the Lender and the Borrower (including reasonable attorney's Charges and expenses), except for Claims and/or losses directly caused by the Lender's gross negligence or willful misconduct.

12. RIGHT TO INSPECTION, AUDIT AND VISITORIAL RIGHTS

- 12.1. The Borrower shall at all times, upon 07 (seven) business days written notice, allow the Lender, its management, agents, employees and/or its advisors (including internal or external auditors) and/or its regulators, providing access to and/or the opportunity of inspecting, examining and auditing, its operations and business / financial / operational records / documents, its balance sheet and profit and loss account and audit reports or such other documents, as may be deemed necessary, for the purposes of ascertaining its financial viability.
- 12.2. The Borrower shall co-operate with the Lender's internal or external auditor or other person to assure a prompt and accurate audit.
- 12.3. The Borrower shall also co-operate in good faith with the Lender to correct any practices which are found to be deficient as a result of any such audit, within a reasonable time, as may be agreeable to the Lender.
- 12.4. The Borrower agrees and acknowledges that the Lender shall be entitled to conduct a periodic and/or continuous monitoring and assessment of the Borrower (including the financial and operational conditions of the Borrower) so as to take any necessary corrective measures immediately.
- 12.5. The Borrower agrees and confirms that in case the report on the inspection, audit or assessment, etc of the Borrower submitted to the Lender remains inconclusive or is delayed due to non-cooperation by the Borrower, the Lender shall conclude the status of the said Loan of the Borrower as fraud or otherwise based on the material available on record and basis internal investigation/assessment, at all times ensuring that the principles of natural justice are strictly adhered to by the Lender and such declaration is in accordance with applicable law.
- 12.6. The Borrower agrees and confirms that in case any account with the Lender of any of its group companies (in which one or more promoter(s) / whole-time director(s) are common) is identified as a fraud, the Borrower shall also be subjected to examination by the Lender and the Borrower shall provide all assistance to the Lender to conduct such examination by the Lender or employees, its agents, auditors (internal and external), regulators, etc.
- 12.7. The Borrower agrees and confirms that upon classification and reporting the loan account as 'fraud' by the Lender, the Borrower and also entities and persons associated with them, shall be debarred from raising of funds and/or seeking additional credit facilities from other banks/financial institutions regulated by RBI for a period of five years in accordance with the extant regulations. The Lender shall have the sole discretion to entertain or decline request for credit facility from the Borrower and entities and persons associated with them after the expiry of the mandatory cooling period of five years as detailed above. For the purpose of this clause 12.7, an entity and persons associated with the Borrower shall mean (a) if the Borrower is an entity, another entity will be deemed to be associated with it, if that entity is (i) a subsidiary company as defined under clause 2 (87) of the Companies Act, 2013 or (ii) falls within the definition of a 'joint venture' or an 'associate company' under clause (6) of section 2 of the Companies Act, 2013 and (b) in case of the Borrower is a natural person, all entities in which she / he is associated as promoter, or director, or as one in charge and responsible for the management of the affairs of the entity shall be deemed to be associated.

13. REPORTING OF FRAUD

- 13.1. The Borrower agrees and acknowledges that the Lender shall be entitled to report Incident of Fraud to Reserve Bank of India and / or to Law Enforcement Agencies (LEAs) within the stipulated timelines in accordance with the extant regulations.
- 13.2. The Borrower shall not engage in any activities which constitute as fraud and Wilful Default, in accordance with extant RBI regulations. Such incidents shall amount to material default under this Agreement. The Lender shall be entitled to pursue legal actions at the cost and consequences of the Borrower.

- 13.3. For the purposes of this Agreement, Incidents of Fraud can be under any of the category mentioned below
- i. Misappropriation of funds and criminal breach of trust;
 - ii. Fraudulent encashment through forged instruments;
 - iii. Manipulation of books of accounts or through fictitious accounts, and conversion of property;
 - iv. Cheating by concealment of facts with the intention to deceive any person and cheating by impersonation;
 - v. Forgery with the intention to commit fraud by making any false documents/electronic records;
 - vi. Wilful falsification, destruction, alteration, mutilation of any book, electronic record, paper, writing, valuable security or account with intent to defraud;
 - vii. Fraudulent credit facilities extended for illegal gratification;
 - viii. Cash shortages on account of frauds;
 - ix. Fraudulent transactions involving foreign exchange;
 - x. Fraudulent electronic banking / digital payment related transactions committed on NBFCs; and
 - xi. Other type of fraudulent activity not covered under any of the above.

14. **AUTHORIZATION AND DISCLOSURES**

- 14.1. The Borrower authorizes the Lender to engage or appoint one or more person(s) to verify any fact or information furnished by, concerning and pertaining to the Borrower and/or to collect any and all Borrower information or activities relating to the administration of the Loan including the rights and authority to collect and receive on behalf of the Lender all dues and unpaid installments and other amounts due by Borrower under this Agreement. The Borrower expressly accepts and authorizes the Lender (and/or any such third party as the Lender may appoint from time to time) to contact third parties (including the family members of the Borrower) and disclose all necessary or relevant information pertaining to the Borrower and the Loan, and the Borrower hereby consents to such disclosure by the Lender (and/or any such third party as the Lender may appoint)
- 14.2. The Borrower also authorizes the Lender or any third party (authorized by the Lender) to collect data from Credit Information Companies ("**CICs**"), as permissible by applicable regulations from time to time by disclosing KYC Data and other information and do necessary regulatory reporting as Lender may deem fit
- 14.3. The Borrower agrees and authorizes the Lender to disclose, from time to time, any information relating to the Borrower and/or the Loan to; (a) any employee or representative of the Lender or to third parties engaged by the Lender, from time to time, for purposes of this Agreement; (b) the CICs and other agencies authorized by the Reserve Bank of India or any other regulatory authority, which may use, process, disclose and furnish the said information, in any manner as it may deem fit; (c) to any group companies and/or to any of the Lender's service providers, insurers or insurance brokers or professional advisers; and/or credit rating agencies.
- 14.4. The Lender shall give notice to the Borrower of any change in the terms and conditions including the disbursement schedule, the Charges, repayment terms, etc. The Borrower shall keep himself/ herself abreast with all such notifications and confirms that he/ she would be bound by such change, without any dispute.

15. **LIMITATION OF LIABILITY**

Borrower expressly understands and acknowledges that the Lender shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if the Lender has been advised of the possibility of such damages.

16. **DISPUTE RESOLUTION AND GOVERNING LAW**

Any dispute or difference arising out of or in connection with this Agreement shall be referred to arbitration, in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be at Lender's place of business in India at a venue convenient to the Lender and the arbitration shall be conducted in the English language. The arbitral tribunal shall constitute of a single arbitrator, to be appointed by the Lender. The award of the arbitrators shall be final and binding upon the Parties. The parties agrees that with respect to any disputes such arbitration can also be conducted using electronic means and the Borrower expressly consents for Lender or the Arbitral Tribunal to avail administrative assistance (including via electronic forms) of a suitable institutions to conduct arbitral proceedings if referred for dispute resolution. This Agreement shall be construed in accordance with the laws of India.

17. **MISCELLANEOUS**

- 17.1. THE BORROWER HEREBY STATES THAT THE CONTENTS OF THE LOAN DOCUMENTS HAVE BEEN READ OVER AND EXPLAINED TO THE BORROWER IN THE LOCAL LANGUAGE UNDERSTOOD BY THE BORROWER AND THAT THE BORROWER HAS UNDERSTOOD THE CONTENTS OF THE LOAN DOCUMENTS AND ONLY THEN AFFIXED THE SIGNATURE TO THE SAID LOAN DOCUMENTS.
- 17.2. The Borrower confirms that it has taken appropriate advice and waives any defenses available under money lending, usury or other laws relating to the charging of interest.
- 17.3. Prior to execution of this Agreement, the Borrower confirms that it has paid appropriate stamp duty on this Agreement and have retained the same, as a counterpart to this Agreement in Borrower's record. The Borrower undertakes to furnish such counterpart in original upon written demand made by the Lender pursuant to this Agreement. Except as otherwise provided herein, all Charges and expenses incurred in connection with or related to this Agreement shall be paid by the Borrower. The Borrower shall be liable to pay any tax, stamp duty, differential duty, stamp duty penalties, registration Charges, penalties as may be incurred by the Borrower or the Lender, for performance or enforcement of this Agreement.
- 17.4. The parties hereto confirm and acknowledge that this Agreement, and the Key Fact Statement(s) herein, constitute the entire agreement between them and shall supersede and override all previous communications, either oral or written, between the parties with respect to the subject matter of this Agreement, and no agreement or understanding varying or extending the same shall be binding upon any Party hereto unless arising out of the specific provisions of this Agreement.
- 17.5. Should any part of this Agreement be declared illegal or unenforceable by a court of competent jurisdiction, the same shall not alter the validity or enforceability of any other term or provision of this Agreement.
- 17.6. The Borrower shall not in any manner be entitled to assign his/her rights and obligations under this Agreement. Notwithstanding anything to the contrary contained in the Agreement, the Lender shall have the right (in full or in part) to assign and/or transfer and/or novate its rights or obligations under this Agreement and/or the outstanding amount or other arrangement for risk sharing, whether with or without recourse to the Lender, to one or more banks or any other entity, trust, any association, without any reference or notice to the Borrower.
- 17.7. No amendment, modification or addition to this Agreement shall be effective or binding upon either of the parties hereto unless set forth in writing and executed by them through their duly authorized representatives.
- 17.8. The Lender is entitled to cancel/revoke the sanctioned Loan Amount/ limit at its sole discretion. Where such decision to cancel/revoke the sanctioned limits is taken for reasons attributable to the Borrower or its credit assessment, then the Borrower (without prejudice to other rights of the Lender) will not be entitled to any part or proportionate refund of processing fees and Charges.
- 17.9. The Borrower expressly authorizes/consent to Lender and its various service providers for collections and recovery to contact the Borrower telephonically even if the name of the Borrower appears in the Do Not Call Register to inform the Borrower about, dues under Loan granted under this Agreement. The Borrower also expressly declares that such telephonic calls from Lender's tele-callers or service providers will not cause any inconvenience to him /her and/or their family members.

- 17.10. The Borrower expressly authorizes/consent to Lender and its various service providers/partners (a) to market other loan, investment and any other service products of the Lender including through telecalls, WhatsApp, other electronic communications and SMS; (b) for collections and recovery agents to contact the Borrower telephonically even if the name of the Borrower appears in the National Do Not Call Registry (as set out at www.donotcall.gov) (the "**NDNC Registry**") to inform the Borrower about, dues under Loan granted under this Agreement. The Borrower also expressly declares that such telephonic calls from Lender's tele-callers or service providers will not cause any inconvenience to him /her and/or their family members
- 17.11. The Lender shall at any time, without any consent of or notice to the Borrower be entitled to securitise, sell, assign, discount or transfer all or any part of the Lender's right, title and interest in the receivables along with the underlying security, if any, and obligations, under this Agreement or other Loan documents, to any person(s) and in such manner and on such terms as the Lender may decide. The Borrower shall not be entitled to directly or indirectly assign or in any manner transfer, whether in whole or part, any rights, the benefit or obligation under the Loan documents.

18. **ELECTRONIC FORM - COMMUNICATION IN ELECTRONIC FORM**

- 18.1. Borrower acknowledges and agrees that any request, notice, correspondence or any other writing whatsoever ("**Writing**") required or contemplated under this Agreement may be executed and any delivery, offer, acceptance or any other action whatsoever ("**Action**") in respect of this Agreement may be undertaken in electronic form by way of a click wrap or any other electronic means of executing or authenticating transactions ("**Electronic Form**") as may be enabled by Lender. For avoidance of doubt, it is clarified that communications in Electronic Form include any Writing or Action undertaken on any technology platform, mobile application or website provided either by the Lender (by itself or through its authorized service providers) or availed by the Borrower (through the Channel Partner/ Service Provider acceptable to the Lender).
- 18.2. Borrower hereby further confirms that any Writing or Action made or undertaken by Borrower in Electronic Form shall be valid, binding and legally enforceable against them and it shall not raise any objection or claim or disclaim any liability under or in relation to the validity or enforceability of a Writing or Action solely on account of it being in Electronic Form.
- 18.3. The Borrower hereby declare and undertake that, (i) all the information (including electronic information), supporting documents provided towards this Agreement and/or Application are true, correct, completed and up to date in all respect; (ii) none of the material information is withheld or constitute misrepresentation; (iii) The Borrower shall indemnify the Lender for any loss that it may incur pursuant to this Agreement and/or Application ; (iv) any change in my / our address / contact details for communication will be informed to the Lender immediately; (v) I/We, have received all the information regarding the Loan availed from the Lender and shall comply with all the terms and conditions and pay the Charges in relation thereto; (vi) Lender, its holding, subsidiary & associate companies, agents, partners, education institutes, credit reporting agencies and any other entities authorized by the Lender (collectively referred to as "**associate group**") is/are authorized and entitled to use and share my/our information, for credit assessments, any regulatory and legal purposes and to verify authenticity of any statement, residence, employment, contact details, CIBIL or Credit history, document verification, reference checks, etc.; (vii) our Application is subject to Lender's credit and underwriting norms and completion of verifications and checks; and (viii) The Lender is irrevocably authorized and entitled to retain all the documents including the Application Form for its records and references;
- 18.4. **The Borrower hereby undertake and provide its consent to the Lender or its authorized service providers, for sharing its/ their details with Central KYC Registry and receive KYC information from Central KYC Registry or from UIDAI. The Borrower understand that by submitting Aadhaar number to the Lender or its authorized service providers, the Borrower hereby authorizes the Lender or its authorized service providers a) to collect, store, use, verify, authenticate its/their Aadhaar number and demographic information against UIDAI database by itself or via user Agency duly licensed by UIDAI, as permitted under the applicable law from time to time; b) to use its/their Aadhaar number for financing, other banking and transaction services, as may be applicable, and c) to use or obtain its/their demographic and/or biometric information through Aadhaar based authentication (including e-KYC, Mobile OTP (One Time Password) based, biometric and/or other lawful authentication means) as permitted under the applicable law from time to time;**

- 18.5. The Borrower hereby, authorize the Lender, its associate group to communicate with them by email, call, SMS, WhatsApp, electronic communication using digital media and other channels or via any other means in relation to any of the products, services or information of the Lender and/or for cross-selling. The Borrower confirm that laws in relation to the unsolicited communication referred in "National Do Not Call Registry" (the "**NDNC Registry**") as laid down by Telecom Regulatory Authority of India will not be applicable for such communication/calls/SMS/messages received from the Lender, its employees, agents and/or associates.
19. **THE BORROWER HAS ENTERED INTO THIS AGREEMENT AND HAS ELECTRONICALLY OR OTHERWISE ACCEPTED OR SIGNED THIS AGREEMENT OUT OF THE BORROWER'S OWN FREE CONSENT AND NO UNDUE INFLUENCE OR COERCION HAS BEEN EXERCISED UPON THE BORROWER TO DO SO.**
20. The Loan sanction Details/Key Fact Statement shall form an integral part of the Loan Agreement (including its schedules referred hereto) and shall be read along with it, wherever the context so requires. Any reference to the 'Key Fact Statement' in the Loan Agreement hereinabove shall be construed as reference to the 'Loan Sanction Details/Key Fact Statement and shall be read and construed accordingly.

By Accepting/Signing this terms and conditions mentioned hereinabove, I/We, as the Borrower, hereby acknowledge my/our acceptance and consent to the Agreement along with the Key Fact Statement, and the Terms & Conditions, as may be applicable from time to time.

For Online Acceptance

Applied, Accepted, Authenticated, Signed and Delivered by the Borrower through electronic form, by clicking "I Accept" button in the online system/ application/ Website made available for processing loans with Avanse Financial Services Limited (including through its authorized service providers) as well as entering the one time password (OTP).

Declaration / घोषणा पत्र

Sr	Language / भाषा	Declaration
1.	English	I have understood all the terms and conditions of the agreement which have been explained to me in the language that I understand.
2.	Hindi	मैंने अनुबंध के नियम व शर्तें समझ ली हैं, जो मुझे अपनी ज्ञात भाषा में समझाए गए हैं.
3.	Marathi	मला करारनाम्याच्या सर्व अटी व शर्ती समजल्या आहेत, ज्या मला कळणारी भाषेमध्ये समजावून सांगण्यात आल्या आहेत.
4.	Gujarati	મે કરારના મને સમજાયા તે ભાષામાં સમજાવવામાં આવેલા સર્વ નિયમો અને શરતો સમજી લીધા છે.
5.	Bengali	আমি চুক্তির সমস্ত নিয়ম ও শর্ত বুঝে নিয়েছি যা আমার বোধগম্য ভাষায় আমাকে বিশ্লেষণ করা হয়েছে।
6.	Assamese	মই এই চুক্তিৰ সকলো নিয়ম আৰু চৰ্ত বুজিপাইছো আৰু এইবিলাক মই বুজিপোৱা ভাষাত মোক বুজাই দিয়া হৈছে।
7.	Oriya	ମୁଁ ଏହି ରାଜିନାମାର ସମସ୍ତ ସର୍ତ୍ତ ଓ ନିୟମାବଳୀ ବୁଝିଛି, ଯାହାକି ମୋତେ ମୁଁ ବୁଝୁଥିବା ଭାଷାରେ ବୁଝାଇ ଦିଆଯାଇଛି।
8.	Punjabi	ਮੈਂ ਇਹ ਸਮਝਾਉਣ ਦੇ ਸਾਰੇ ਨਿਯਮਾਂ ਅਤੇ ਸ਼ਰਤਾਂ ਨੂੰ ਸਮਝ ਲਿਆ ਹੈ ਜੋ ਮੇਰੀ ਸਮਝ ਵਿੱਚ ਆਉਣ ਵਾਲੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮੈਨੂੰ ਵਿਖਾਇਆ ਗਿਆ ਸਮਝਾ ਦਿੱਤੇ ਗਏ ਹਨ।
9.	Tamil	ஒப்பந்தத்தின் விதிமுறைகள் மற்றும் நிபந்தனைகள் அனைத்தும் எனது மொழியில் விவரிக்கப்பட்டன. அவற்றை நான் புரிந்துகொண்டேன்.
10.	Telugu	ఆగ్రిమెంట్ లోని నియమ నిబంధనలన్నిటిని నేను అర్థం అర్థమయ్యే భాషలో వివరించబడ్డాయి. చేసుకున్నాను మరియు వాటిని నాకు
11.	Kannada	ನಾನು ಒಪ್ಪಂದದ ಎಲ್ಲಾ ನಿಯಮ ಮತ್ತು ನಿಬಂಧನೆಗಳನ್ನು ತಿಳಿದುಕೊಂಡಿದ್ದು ಅವನ್ನು ನನಗೆ ತಿಳಿಯುವ ಭಾಷೆಯಲ್ಲಿ ನನಗೆ ವಿವರಿಸಲಾಗಿದೆ.
12.	Malayalam	എനിക്കു മനസ്സിലാക്കുന്ന ഭാഷയിൽ എനിക്കു വിശദീകരിച്ചു തന്ന കരാറിലെ എല്ലാ വ്യവസ്ഥകളും ഉപാധികളും എനിക്കു മനസ്സിലാക്കുകയുണ്ടായി.
13.	Konkani	माका समजता त्या भाशेन कराराचो सोगळ्या अटी व सर्ती स्पष्ट करोन सांगल्या आनी त्या माका कळल्या आसा.
14.	Urdu	میں نے اقرار نامے کے تمام قواعد و شرائط کو سمجھ لیا ہے جو میری سمجھ میں آنے والی زبان میں مجھے سمجھا دیئے گئے ہیں۔

FOR ONLINE ACCEPTANCE

Applied, Accepted, Authenticated, Signed and Delivered by the Borrower through electronic form, by clicking "I ACCEPT" button in the online system/ application/ Website made available for processing loans with Avanse Financial Services Limited (including through its authorized service providers) as well as entering the one time password (OTP).

ऑनलाइन स्वीकृति के लिए

अवांस फाइनेंशियल सर्विसेज लिमिटेड (इसके अधिकृत सेवा प्रदाताओं के माध्यम से) के साथ ऋण की प्रोसेसिंग के लिए उपलब्ध ऑनलाइन सिस्टम / आवेदन / वेबसाइट में "मुझे स्वीकार है" बटन पर क्लिक करने के साथ-साथ वन टाइम पासवर्ड (ओटीपी) दर्ज करके, इलेक्ट्रॉनिक रूप के माध्यम से उधारकर्ता द्वारा आवेदित, स्वीकृत, प्रमाणित, हस्ताक्षरित और वितरित किया गया।

SIGNED, SEALED AND DELIVERED BY / इनके द्वारा हस्ताक्षरित, मुहरबंद और वितरित किया गया

उधारकर्ता/Borrower

सह-उधारकर्ता / Co-Borrower

सह-उधारकर्ता / Co-Borrower

सह-उधारकर्ता / Co-Borrower

Indicative Amortization Schedule

Loan Account No: KOLDP01035289

Name: ANGSHU MAJUMDAR

S.No	Date	Event	Cal.Interest/Rate	Interest	Principal	Total Installment	Ending Balance
	08/03/25	Disbursement (Seq:1)				150,000	150,000
		Review Rate	16.19%				
1	04/04/25	Installment	1,754	1,754	1,902	3,656	148,098
2	04/05/25	Installment	1,998	1,998	1,658	3,656	146,440
3	04/06/25	Installment	1,976	1,976	1,680	3,656	144,760
4	04/07/25	Installment	1,953	1,953	1,703	3,656	143,057
5	04/08/25	Installment	1,930	1,930	1,726	3,656	141,331
6	04/09/25	Installment	1,907	1,907	1,749	3,656	139,582
7	04/10/25	Installment	1,883	1,883	1,773	3,656	137,809
8	04/11/25	Installment	1,859	1,859	1,797	3,656	136,012
9	04/12/25	Installment	1,835	1,835	1,821	3,656	134,191
10	04/01/26	Installment	1,811	1,811	1,845	3,656	132,346
11	04/02/26	Installment	1,785	1,785	1,871	3,656	130,475
12	04/03/26	Installment	1,760	1,760	1,896	3,656	128,579
13	04/04/26	Installment	1,735	1,735	1,921	3,656	126,658
14	04/05/26	Installment	1,709	1,709	1,947	3,656	124,711
15	04/06/26	Installment	1,683	1,683	1,973	3,656	122,738
16	04/07/26	Installment	1,656	1,656	2,000	3,656	120,738
17	04/08/26	Installment	1,629	1,629	2,027	3,656	118,711
18	04/09/26	Installment	1,601	1,601	2,055	3,656	116,656
19	04/10/26	Installment	1,574	1,574	2,082	3,656	114,574
20	04/11/26	Installment	1,546	1,546	2,110	3,656	112,464
21	04/12/26	Installment	1,517	1,517	2,139	3,656	110,325
22	04/01/27	Installment	1,489	1,489	2,167	3,656	108,158
23	04/02/27	Installment	1,459	1,459	2,197	3,656	105,961
24	04/03/27	Installment	1,429	1,429	2,227	3,656	103,734
25	04/04/27	Installment	1,400	1,400	2,256	3,656	101,478
26	04/05/27	Installment	1,369	1,369	2,287	3,656	99,191
27	04/06/27	Installment	1,338	1,338	2,318	3,656	96,873
28	04/07/27	Installment	1,307	1,307	2,349	3,656	94,524
29	04/08/27	Installment	1,276	1,276	2,380	3,656	92,144
30	04/09/27	Installment	1,243	1,243	2,413	3,656	89,731
31	04/10/27	Installment	1,210	1,210	2,446	3,656	87,285
32	04/11/27	Installment	1,178	1,178	2,478	3,656	84,807
33	04/12/27	Installment	1,144	1,144	2,512	3,656	82,295
34	04/01/28	Installment	1,110	1,110	2,546	3,656	79,749
35	04/02/28	Installment	1,076	1,076	2,580	3,656	77,169
36	04/03/28	Installment	1,042	1,042	2,614	3,656	74,555

S.No	Date	Event	Cal.Interest/Rate	Interest	Principal	Total Installment	Ending Balance
37	04/04/28	Installment	1,005	1,005	2,651	3,656	71,904
38	04/05/28	Installment	971	971	2,685	3,656	69,219
39	04/06/28	Installment	933	933	2,723	3,656	66,496
40	04/07/28	Installment	898	898	2,758	3,656	63,738
41	04/08/28	Installment	860	860	2,796	3,656	60,942
42	04/09/28	Installment	822	822	2,834	3,656	58,108
43	04/10/28	Installment	784	784	2,872	3,656	55,236
44	04/11/28	Installment	745	745	2,911	3,656	52,325
45	04/12/28	Installment	706	706	2,950	3,656	49,375
46	04/01/29	Installment	666	666	2,990	3,656	46,385
47	04/02/29	Installment	626	626	3,030	3,656	43,355
48	04/03/29	Installment	585	585	3,071	3,656	40,284
49	04/04/29	Installment	543	543	3,113	3,656	37,171
50	04/05/29	Installment	502	502	3,154	3,656	34,017
51	04/06/29	Installment	459	459	3,197	3,656	30,820
52	04/07/29	Installment	416	416	3,240	3,656	27,580
53	04/08/29	Installment	372	372	3,284	3,656	24,296
54	04/09/29	Installment	327	327	3,329	3,656	20,967
55	04/10/29	Installment	283	283	3,373	3,656	17,594
56	04/11/29	Installment	238	238	3,418	3,656	14,176
57	04/12/29	Installment	191	191	3,465	3,656	10,711
58	04/01/30	Installment	144	144	3,512	3,656	7,199
59	04/02/30	Installment	98	98	3,558	3,656	3,641
60	04/03/30	Installment	49	49	3,641	3,690	0
	Summary	Total Interest Scheduled	69,394				
		Total Principal	219,394				
		Total Days	1822				

Declaration by the Customer

I have submitted my below mentioned KYC document to Avanse Financial Services Ltd. prior to sanctioning the above loan facility.

ANGSHU MAJUMDAR - Pan Card

