



## **Fintree Finance Pvt. Ltd.**

*Empowering SME Growth*

### **RENTAL FINANCE AGREEMENT**

#### **Master Agreement**

This Agreement is made on the date and at the place and between persons, whose name(s) and address(es) are as specified in the Schedule to Agreement ("Schedule") (hereinafter called the "Borrower" or "Customer" of ONE PART);

AND

**Fintree Finance Private Limited**, a Company incorporated under the Companies Act 2013 and registered under the Reserve Bank of India (RBI) Act, 1934 as a Non- Banking Financial Company, having its Registered Office at 4<sup>th</sup> Floor, Engineering Centre, 9 Mathew Road, Opera House, Charni Road (East), Mumbai 400 004 (hereinafter called the "Lender" or "FFPL" of SECOND PART).

The expressions Borrower and Lender or FFPL, unless repugnant to the context, shall include their respective legal heirs, representatives, successors, executive, administrators and assigns etc.

**The Borrower and the Lender shall individually be referred to as a 'Party' and jointly as 'Parties'.**

WHEREAS the Borrower has approached and requested FFPL for grant of Loan / Loan facility (as defined below) (hereinafter called “Loan” or “Loan Facility”) and FFPL has agreed to provide Loan up to the limit(s) as specified in the Schedule as per the terms and conditions appearing hereunder in this Agreement.

**NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1** In this Agreement, the following meanings are applicable:

**‘Additional Loan’** the additional loan availed by the Borrower for the purpose as defined in the Schedule.

**‘Agreement’** means and includes this Agreement for grant of Loan Facility including the Loan Documents together with all the schedules, exhibits, addendums, attachments and appendices annexed hereto and all amendments/supplements executed in relation to the Loan Facility;

**‘Application Form’** means the Loan application, in the form and manner prescribed and acceptable to the Lender together with such documents and information as may be required by the Lender, filled in and submitted by the Borrower to the Lender in relation to the Loan;

**‘Bounce Charges’** means an amount payable by the Borrower to the Lender as a penalty where ECS/ NACH or Mandate or any other Repayment Mode is returned or not honored;

**‘Broken Period’** means the period between the date of disbursement till the date of beginning of 1st EPI;

**‘Broken Period Interest’** means the interest charged to the loan account(s) during the Broken Period;

**‘Due Date’** in relation to the EPI, means the date, on or before which each EPI is to be repaid by the Borrower, as more specifically mentioned in the Schedule commencing from the date of the disbursement of Loan and includes the due date for the payment of interest on the principal amount payable by the Borrower before the commencement of the EPI and in relation to the Outstanding Dues means the date, on or before which, the entire Outstanding Dues is to be repaid by the Borrower which shall be communicated by the Lender from time to time;

**‘EPI’ or ‘Equated Periodic Instalment’** shall mean an equated or fixed amount of repayments, consisting of both the principal and interest, to be paid by a borrower towards repayment of a loan at such periodic intervals as stated in the Schedule resulting in complete amortization of the loan. An EPI with monthly frequency is known as EMI;

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**‘Interest Rate’** means the rate of interest in relation to the Loan as mentioned in the Schedule;

**Key Fact Statement (KFS)** means a statement of legally significant and deterministic facts in a standardized format as prescribed by the RBI that shall help a prospective borrower to take an informed decision

**‘Loan’ / ‘Loan Facility’** means the total loan facility (including Additional Loan, if any) provided by the Lender to the Borrower up to a maximum loan amount as mentioned in the Schedule(s) in the form of a term loan or in any other form as may be specified by FFPL at its sole discretion. The Loan facility may comprise of one or more loan account(s) as detailed in the Schedule(s);

**‘Loan Tenure’** shall mean the tenure of the Loan as specified in Schedule;

**‘Pre-payment Charges’** means an amount payable by the Borrower to the Lender for repayment of the Outstanding Dues, either in part or whole, before its scheduled Repayment Date, details of which are provided in Schedule;

**‘RBI’** means the Reserve Bank of India;

**‘Schedule’** means the schedule (s) appended to this Agreement.

**“Lending Service Provider”** means Nome Residencies Private Limited

- 1.2** In this Agreement, singular shall include plural and the masculine gender shall include the feminine or neutral gender as the context so requires;
- 1.3** Any expression not defined herein shall, if defined under General Clauses Act, 1897 shall carry the same meaning as assigned to it under the said Act;
- 1.4** The arrangement of clauses in this Agreement shall have no bearing on their interpretation. The clause headings are inserted for the sake of convenience only and shall not affect the interpretation of the provisions hereof; and
- 1.5** Except where the context otherwise requires, references to any enactment shall include references to such enactment as re-enacted, amended or extended and any subordinate legislation made under it.

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## **2. LOAN TERMS**

### **2.1 DISBURSEMENT**

**2.1.1** The Borrower agrees to borrow from the Lender through the Service Provider’s platform namely, Nome Residencies Private Limited and the Lender agrees to make available and extend to the Borrower, at its sole and absolute discretion, the Loan, for an amount as mentioned in the Schedule, for the purpose as mentioned in the Schedule, on the terms and conditions contained in this Agreement and in other applicable Loan Documents.

**2.1.2** The disbursement of the Loan may be made directly to the Borrower or upon the

instructions of the Borrower, to the Beneficiary for the specific end use as mentioned in the Schedule in one lump sum or in such tranches as per the details provided under the Schedule, subject to the terms and conditions contained herein.

**2.1.3** The Borrower understands and agrees that the disbursement of the Loan to the Borrower shall always be subject to the compliance of RBI restrictions, if any, with regard to timings, monetary limits or any other limitation(s), applicable to any authorized banking channel, including without limitation, IMPS, NEFT, RTGS, Cheque, UPI etc. and thus the disbursement may be made in tranches accordingly and the Borrower shall have no right or claim in any manner whatsoever against FFPL in case of delay of disbursement or lesser disbursement.

**2.1.4** The Borrower may also avail Additional Loan in the form and manner prescribed by the Lender. The Additional Loan shall be subject to the terms and conditions of the Loan Documents, such other terms and conditions as may be prescribed by the Lender in this regard.

## **2.2 INTEREST AND OTHER CHARGES**

**2.2.1** The Borrower agrees to pay interest on the Loan as per the Schedule. Interest on the Loan shall begin to accrue from the Disbursement Date at the applicable Interest Rate and shall be applied on a reducing balance taking a base of 365 days per year (irrespective of the leap year).

**2.2.2** FFPL shall be entitled to revise the Interest Rate at any time and from time to time as per its policy, if any, during the Loan Tenure, at its sole discretion or due to change in the regulatory requirements including any guidelines/ regulations issued by RBI and such revised Interest Rate shall be deemed to form part of the Loan and the Borrower shall also be liable to pay such revised amount of interest on the Loan in such manner and within such period as may be determined by the Lender in its sole discretion. Any such revision in the Interest Rates shall be effective from a prospective date and the Lender shall notify the Borrower via email or notice in advance to this effect and the same would be binding upon the Borrower. The Lender shall also notify any changes in its Interest Rates by updating the same on its Website.

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**2.2.3** Borrower shall solely bear processing fees, cess, stamp duty or any other charges by whatever name be called including Goods and Service Tax (GST), if any, and in case the same are borne by FFPL, the Borrower agrees to pay the same separately.

**2.2.4** In case there is any Broken Period in the Loan Tenure under this Agreement, the Borrower shall pay the Broken Period Interest.

**2.2.5** FFPL shall be entitled to charge/debit the Borrower's loan account(s) for all amounts due and payable by the Borrower under this Agreement including but not limited to interest, tax, fees, charges, stamp duty, processing fee, login fees, costs, service/and other charges/expenses incurred by FFPL in relation to Loan Facility provided, unless separately reimbursed to/ collected upfront by FFPL from the Borrower. Such amount shall form part of the Loan.

**2.2.6** All amounts in default for payment (i.e. not paid by the Borrower when due to FFPL) including arrears of EMIs/EPs, costs, interest, charges, fees, expenses etc. charged to the loan account(s), shall, inter alia, attract "Late Payment Charges" or "Penal Charges" as per Schedule

Charges as per Schedule.

- 2.2.7** Without prejudice to the Late Payment Charges as per the above clause, FFPL shall be entitled to impose and the Borrower shall be liable to pay Bounce Charges, Pre-Payment Charges, Mandate Swapping Charges or any other charges, as may be applicable, as detailed in the Schedule.
- 2.2.8** The Borrower agrees and acknowledges that the imposition of Penal Charges is essential to maintain the financial integrity of the lending process. By instilling a sense of credit discipline, these charges protect the revenue of the Lender and mitigate the risk of delinquency. They serve as a proactive measure to encourage timely repayment, fostering a mutually beneficial relationship between the Lender and the Borrower. The Lender has and shall always endeavour to ensure that the quantum of these charges are reasonable and commensurate with the impact of the default, ensuring fairness and transparency in the lending relationship. For avoidance of doubt, the Lender does her by declare that there is no capitalization of any penal charges. Without prejudice to the above, the Borrower understands and agrees that non capitalization of penal charges shall not impact the normal compounding of the interest in the Loan account(s).

### **2.3 REPAYMENT**

- 2.3.1** The Borrower agrees to repay the loan availed by him by way of Equated Periodic Instalments (EPI) on or before the monthly Due Date in terms of the Repayment Schedule.
- 2.3.2** The repayment of loan (including the principal, interest thereon and any other charges, premium, fees, taxes, levies or other dues payable by the Borrower to FFPL in terms of this Agreement) will be made by the Borrower:

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- a. by way of Equated Periodic Instalment (EPI) via preferred repayment modes including but not limited to Post Date Cheques (PDCs)/NACH/e-NACH/ECS ("Debit Mandate"), as mentioned in the Schedule towards repayment of principal and interest amount; the Borrower agrees to give such Debit Mandate for the repayment of the loan and is fully cognizant of the fact that dishonor of such Debit Mandates is a criminal offence under the law. The Borrower undertakes to maintain his/her Bank account and will not close the Bank account during the continuance of this Agreement;
- b. by way of cash in lieu of dishonored Debit mandates or otherwise due or payable through prescribed authorized payment channels as may be notified by FFPL.
- 2.3.3** The Borrower agrees to continue paying EPI's and other charges, costs, fees, expenses etc. charged to the Loan account, until all amounts due under the Loan have been repaid in full to FFPL. The Borrower acknowledges and agrees that strict compliance with the Repayment Schedule is an essential condition for grant of this Loan Facility.
- 2.3.4** The Borrower understands and confirms that repayment of the loan is a non-negotiable obligation to be fulfilled by the Borrower and any dispute between the Borrower and the Beneficiary shall not waive the borrower's repayment obligation under this Loan Agreement.

- 2.3.5** The Borrower understands and confirms that any dispute raised by him/her on the computation of the interest or any other term of the Loan availed by him shall not entitle the Borrower to withhold payment of any EPI.
- 2.3.6** The Borrower agrees that in case a Debit Mandate is dishonored, he shall be liable to pay Bounce Charges as detailed in the Schedule.
- 2.3.7** No notice, reminder or intimation will be given to the Borrower regarding his/her obligation to pay the EPI regularly on each Due Date. It shall, entirely, be his/her responsibility to ensure timely payment to FFPL. Any delay or default in payment of any EPI shall make the Borrower liable to pay to FFPL Late Payment Charges (for the period of such default) as mentioned in the Schedule, besides constituting an event of a default thereby entitling FFPL to determine terminate the Agreement, making all sums under this Agreement due and payable to FFPL immediately.
- 2.3.8** FFPL shall be entitled to recover from the Borrower prepayment charges at the rate mentioned in the Schedule on the amount of Loan, if the Borrower decides, after the expiry of 6 months from the date of disbursement ("Lock-in"), to foreclose the account ahead of the repayment terms i.e. pre-payment of Loan amount before the completion of tenure of Loan, as mentioned in the Schedule. However, the Borrower shall be liable to pay extra Pre-payment Charges, as mentioned in the Schedule, if the loan is closed within first 6 months.

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If any or all of Debit Mandates given to FFPL by the Borrower pursuant to above clauses: mandattess:

- a) is/are lost, destroyed or misplaced while in custody of FFPL, or
  - b) become(s) non-encashable due to death, insolvency, lunacy, termination of Authority or otherwise of the signatory or any more of the signatories (if more than one thereof) or liquidation or moratorium of the drawer bank, then in such an event, the Borrower (or the successor(s), legal representative of the Borrower) shall, on receipt of the intimation of such loss, destruction or misplacement (as the case may be) from FFPL, deliver to FFPL such number of Debit Mandates as are adequate to replace those that have been lost, destroyed, misplaced or become non-encashable or make such suitable arrangement for repayment of Loan as is acceptable to and approved by FFPL.
- 2.3.9** It is agreed and understood by the Borrower that non-presentation of the Debit Mandates by FFPL due to any reason whatsoever will not affect the liability of the Borrower to repay the loan to FFPL and FFPL shall not, in any way, be responsible for delay, omission or neglect in encashment. The Borrower shall always maintain sufficient funds in his/her account to honour all the Debit Mandates becoming due and payable at any point of time. The Borrower warrants that in case any dispute is raised about the amount or interest computation, it shall not enable the Borrower to withhold payments of any EPI.
- 2.3.10** It is further agreed that if a Debit Mandate given by the Borrower is dishonored and the same is presented again and honoured but if in the meantime the cash amount in lieu of dishonored Mandate is deposited, FFPL shall not be liable for any consequences due to said double payment. However, excess payment shall be refunded or adjusted as per the mutual settlement between the Parties

- extended or adjusted as per the Mutual Settlement between the Parties.
- 2.3.11** No damage, loss or delay in presentation of any Debit Mandate (already given by the Borrower to FFPL in terms hereof) for any reason whatsoever would, in any manner, mean waiver of any of the rights of FFPL.
- 2.3.12** The Borrower shall undertake necessary due diligence and shall ensure not to deposit the EPI amount to any person/entity fraudulently claiming to be FFPL Representative for collection of repayment amount. The Borrower agrees that FFPL shall not be responsible for any loss/damage/costs incurred by the Borrower on account of any such event of fraud and that such events shall not relieve the Borrower of his liability to repay the Outstanding Dues under this Agreement.

## **2.4 ADDITIONAL LOAN**

- 2.4.1** In case of loans for specific end use, the Borrower may opt to avail Additional Loan for the purpose mentioned in the Schedule which shall be disbursed to the Beneficiary's Bank Account along with the Primary Loan. For avoidance of doubts, it is hereby clarified that an Additional Loan is not a top up or loan renewal, but an add-on loan availed by the Borrower along with the Primary Loan.

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- 2.4.2** The Primary and Additional Loan shall be treated as Separate Loan Accounts but shall be governed by this single loan agreement. Details of both the loan accounts shall be mentioned in the respective Schedule(s) appended hereunder.
- 2.4.3** The Additional Loan shall be subject to the Rate of Interest and repayment terms as mentioned in the Schedule.
- 2.4.4** The Additional Loan shall be subject to the same credit underwriting, assessment and evaluation at the sole discretion of the Lender.
- 2.4.5** Without prejudice to the provisions contained hereunder, an Event of Default (*as per Clause 8.1*) of one loan shall automatically constitute a Default for other Loan and accordingly the Consequences of Default (*as per Clause 8.2*) shall be applicable to both the loans and the Lender shall *inter alia* have the right to:
- a) Classify both loan accounts as overdue and delinquent.
  - b) Report the default to Credit Information Companies (CICs) / Credit Bureaus, which may impact the Borrower's overall credit profile.
  - c) Initiate recovery proceedings for both loan accounts together, treating them as a single exposure for enforcement purposes.
- 2.4.6** Except as expressly stated otherwise, all the terms of this Agreement shall apply *mutatis mutandis* to both the loan accounts.

## **2.5 KEY FACT STATEMENT (KFS)**

- 2.5.1** The Borrower acknowledges and affirms that before execution of this Agreement, he has received a KFS containing all the specific details and terms of the Loan offered to him and that he has read, understood and accepted the same.
- 2.5.2A** A summary of the KFS for quick reference to the details of the loan is attached with this Agreement.
- 2.5.3** As per the Key Fact Statement, there is a cooling off period of 3 days within which the Borrower can cancel the loan and repay the complete loan without paying prepayment charges. However, in case of loans for specific end use wherein the loan amount is disbursed to a Beneficiary Account, if the Borrower exercises the right to cancel the loan within the cooling off period, it shall be the responsibility of the

cancel the loan within the cooling off period, it shall be the responsibility of the Borrower to repay the complete loan.

### **3. REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS**

With a view to induce FFPL to grant the Loan Facility to him/her, the Borrower hereby represents/warrants to/ covenants/undertakes with FFPL that the Borrower:

- a) in case of loan being availed for a specific end use for which the Loan is being disbursed to a Beneficiary account, the Borrower shall provide the relevant information and wherever required, furnish the relevant documents, evidencing the arrangement between the Borrower and Beneficiary wch may include (*without limitation*) an Agreement, Invoice, Service Terms, identity and address details of the Beneficiary etc. or any other document to the satisfaction of the Lender.

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- b) the Borrower has satisfied itself and conducted necessary due diligence of the Beneficiary and the services being availed by the Borrower from the Beneficiary and that the Lender shall not be responsible for any disputes arising thereunder.
- c) has furnished complete and accurate information and details to FFPL about himself and no vital information has been omitted/concealed and if, at any stage, FFPL discovers that the Borrower have provided false or wrong information or concealed any material facts related to his loan application, FFPL reserves the right to reject the loan application, cancel any sanction or recall the entire loan or any part thereof without any explanation and in future the Borrower shall promptly notify FFPL regarding any change(s) in his details so furnished and provide the supporting proofs, by whatever name called, as may be called upon by FFPL at any frequency and in the manner required by FFPL;
- d) shall observe and perform all its obligations and covenants under and shall be bound by this Agreement and other related documents, including but not limited to the Loan Documents, without any failure;
- e) shall ensure sufficient funds in his Bank Accounts against which he has given the Debit mandates to fulfil his repayment obligations;
- f) shall ensure timely payment of the EPIs to the Lender and ensure that the Repayment Modes issued towards payment of the Monthly Instalments are honoured on presentation. It is the duty of the Borrower to ensure that his/her bank account has been debited towards each EPI and in case of his/her account not been so debited, the Borrower shall be obliged to inform the Lender in this regard within 3 (three) Business Days from the Due Date of such EPI;
- g) has been explained and he has understood all the repayment terms, Interest Rates, charges, fees, taxes etc. and that he shall not dispute such Interest Rates, charges, fees, taxes etc. or any other repayment term during or after the Loan Tenure;
- h) shall not withhold the payment of any EPI for any reason whatsoever;
- i) has no suits, actions or claims, of any nature whatsoever, pending or likely to be filed or taken (whether civil or criminal or otherwise) against him/her;
- j) shall use the Loan proceeds towards the purpose mentioned in the Loan Application Form and not to use it for any illegal, unlawful and/or speculative purpose;
- k) has understood all the relevant terms and conditions of the Loan and shall comply with the same and also keep himself aware of all the terms and conditions, covenants pertaining to this Loan and in force from time to time; and
- l) shall do all such things and execute all such writings as the Lender may require from time to time for duly or more perfectly securing the repayment of the Loan.

### **4. FFPL's RIGHTS**



FFPL shall, in relation to the Loan Facility, have the following rights against the Borrower:

- a) Right, but not obligation, to send instruction(s) to the Borrower, written or verbal, for payment of EPI towards the Outstanding Dues and to call upon any additional information or details from the Borrower at any time during the existence or after the expiry of this Agreement;
- b) Right to inspect the documents furnished by the Borrower towards the Loan Facility and/ or call upon any further additional information or documentation as may be required by FFPL to decide upon the disbursement or otherwise on the Loan;

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- c) Right to assign its right of collection and recovery of any Outstanding Dues to a Third Party Agency (hereinafter referred to as "Collection Agency");
- d) Right to allocate and apportion the amount received by the Lender from the Borrower in any manner at its sole discretion. Without prejudice to the generality of the foregoing, the amount received from the Borrower towards his Loan obligations shall generally be apportioned in the preference order detailed hereunder:
  - I. against interest payment;
  - II. against Principal;
  - III. against Bounce Charges;
  - IV. against any other penal charges or any other claim of the Lender on the Borrower under the Loan Documents;
- e) Right to inspect the documents / information / details (collectively referred to as 'Data') furnished by the Borrower and if, at any stage, during the concurrence or after the expiry of this Agreement, it is found that such Data was false and misrepresented or was obtained fraudulently, FFPL shall have an irrevocable right to discontinue the Loan Facility and shall not disburse the pending tranches, if any;
- f) Right to levy such fees and/or charges, from time to time, as specified in the Loan Documents.
- g) Right to take any and all appropriate actions and steps, as FFPL may deem fit, for recovery and collection of the Outstanding Dues from the Borrower; and
- h) Right to disclose and submit the necessary information collected from the Borrower for this Loan facility with Credit Information Companies (CICs), RBI, Auditors, Courts and / or any other authority as may be required from time to time.

## **5. COLLECTION/RECOVERY AGENCIES AND ASSIGNMENT OF RIGHTS**

- 5.1** FFPL shall, at any time, without any consent of or notice to the Borrower be entitled to securitize, sell, assign, discount or transfer all or any part of its rights and obligations under this Agreement or other Loan Documents, to any person(s) or entity(ies) and in such manner and on such terms as it may decide.
- 5.2** Without prejudice to the generality of the clause 5.1 above, FFPL reserves the right to hire/engage a Collection Agency(ies), for collecting/recovering the Outstanding Dues from the Borrower and the Borrower do hereby agrees that he shall allow and co-operate with such Collection Agency(ies) to send instructions, verbal or written, to visit his registered address or to take any and all relevant actions, steps and things as may be deemed necessary and incidental to recover the Outstanding Dues from the Borrower.
- 5.3** The Lending Service Provider is appointed as recovery and collection agent and is authorised by the Lender to approach the borrower to collect the outstanding dues.
- 5.4** FFPL shall provide the details of such Collection Agencies to the Borrower and a list of such Agencies is available on the Website of the Company and in case of any change(s) therein, the lists shall be updated on the website from time to time.
- 5.5** The Borrower shall not be entitled to directly or indirectly assign or in any manner transfer, whether in whole or part, any rights or obligations under this Agreement and other Loan

## 6. GENERAL TERMS

- 6.1** The Lender is not privy to the arrangement between the Borrower and Beneficiary and as such Lender shall not be held liable for any delay, quality deficiency, disputes, claim, damages etc., by whatever nature, occurring between the Borrower and Beneficiary. Furthermore, any such disputes or claims shall not waive the repayment obligation of the Borrower.
- 6.2** FFPL reserves the right to levy such fees and/or charges, from time to time, as specified in the Loan Documents. The fees and charges levied by FFPL in pursuance to the Loan Documents shall be non-refundable and non-transferable. FFPL may during the Loan Tenure and at its sole discretion, with or without any prior notice to the Borrower, amend / revise any of the terms and conditions contained in the Agreement including the repayment schedule, Interest Rate and/or any other fee or charge such as Penal Interest, processing fees, annual maintenance charges, Bounce Charges, Outstation Collection Charges, PDC Swap Charges, Pre-payment Charges, activation fee, service charges or any other charges, by whatever name called, and the Borrower acknowledges and agrees to be bound by such revised terms and conditions including repayment schedule, Interest Rate and/or such fee or the charges mentioned above. FFPL shall give notice to the Borrower of any such amendment/revision/addition and shall ensure that changes in Interest Rate and other fee or charges are effected only prospectively. FFPL shall notify the Borrower of such changes by updating the same on the Website or through other modes of communication. The Borrower hereby agrees to keep himself/herself abreast with all notifications on the Website in this regard and shall be bound by the aforesaid change and agrees not to dispute the same.
- 6.3** Any statement of account furnished by the Lender regarding the Outstanding Dues payable by the Borrower under this Agreement shall be accepted by and be binding on the Borrower and shall be a conclusive proof of the correctness of the amount mentioned therein. Without prejudice to the above, if the Borrower desire to question any statement or any part thereof, the Borrower shall furnish to the Lender full details of the same within 10 (ten) Business Days from the receipt of the statement by the Borrower and the Lender may consider the same and make necessary adjustments, if and to whatever extent required. It is however clarified that the Borrower shall not be entitled to default or delay the payment of EPI on the ground of the statement of account furnished by the Lender being inaccurate or any other ground whatsoever.
- 6.4** The Borrower shall execute all such documents/undertaking/agreements, by whatever name be called, as may be required by FFPL at any time during the pendency of this Loan in order to secure the repayment of the Loan facility granted.
- 6.5** The Borrower shall comply with the terms and conditions of the Collection Agency hired or engaged by FFPL and shall deposit the relevant EPI amount, in Cash / Cheque, to such Collection Agency only. The Borrower is hereby strictly informed and instructed to deposit the EPI amount or entertain collection / recovery actions from only such person/entities as have been authorized by FFPL and not to deposit the EPI amount with any FFPL Representative unless such FFPL Representative have been specifically authorised by FFPL in this regard.
- 6.6** The Borrower understand that FFPL and Business Correspondents (BC) / Lending Service Providers (LSP), if any, engaged by FFPL for sourcing of the loan are independent entities and the Borrower will not hold FFPL responsible in any manner for any loan / facility or any other product & services provided or promised by such BCs or LSPs, by whatever name be called.

- 6.7 By entering into this Agreement, the Borrower do hereby, grants an irrevocable right to the Lender, its employees, officers, agents and other representatives to access, inspect, examine, submit/furnish with any authority and use in any other manner, the information, documents and other details (collectively 'Data') supplied by the Borrower.
- 6.8 The Borrower hereby agree(s) as a pre-condition of the said Loan Facility granted to it by FFPL that in case the Borrower commits default in the repayment of the Loan Facility or in the repayment of interest thereon or any of the agreed instalment of the Loan Facility on Due Dates, FFPL shall be, without prejudice to the generality of clause 6.8 below, free to disclose or publish the name of the Borrower as defaulter in such manner and through such medium as FFPL in its absolute discretion may think fit.
- 6.9 Neither FFPL nor FFPL Representatives shall, in any way, be responsible and/or liable and the Borrower hereby agrees not to make FFPL or its officers, agents or any nominees liable for any loss, damage, limitation or otherwise, caused to the Borrower during the recovery of the Outstanding Dues.
- 6.10 The Borrower do hereby agree and grants his unconditional consent that all the rights of the Lender specified under this Agreement or under any applicable law, to which this Agreement is subjected, shall, to whatever extent permissible and required, remain valid and enforceable during and after the existence of this Agreement.
- 6.11 The Borrower do acknowledge that he have the option to withhold additional information requested by FFPL from time to time; withdraw any information or consents already provided by the borrower at any stage; or request FFPL to delete borrower's information/documents from its records. For this the Borrower may send an email to the Lender at [wecare@fintreefinance.com](mailto:wecare@fintreefinance.com). However, the Borrower understands that exercising these options grants FFPL the right to cancel any sanction or recall the entire loan or any part thereof without any explanation.
- 6.12 The Borrower has authorised FFPL to send communications and/or information about product, services, schemes & offers etc. through email / mobile number / letters / whatsapp or any other mode of communication either by the FFPL itself or through its authorized Business Correspondents, Direct Selling Agents (DSAs) or Lending Service Providers (LSPs) etc. as may be deemed fit by FFPL. And the Borrower confirm that the laws related to unsolicited communication referred in "National Do Not Call Registry" by the "Telecom Regulatory Authority of India" do not apply to such communications/calls/SMS from FFPL, its employees, agents, or associates.
- 6.13 Without prejudice to any specific charge or penalty mentioned herein, FFPL shall have unconditional right to proceed with legal action or proceedings under relevant laws as may be applicable for this transaction from time to time.

7. **SPECIAL MENTION ACCOUNTS (“SMA”) & NON PERFORMING ASSETS (“NPA”)**

The borrower loan account shall be downgraded to SMA classification as provided below, if borrower fails to pay any EMI by the “Due Date” or the outstanding dues or any other amount wholly or partly overdue. The classification of SMA is done at the borrower level which means all the loan accounts of the borrower will be classified as applicable for the loan with highest overdue days.

Basis for classification of loans: -

Lender shall flag an account as SMA if Borrower fails to pay any EMI by the “Due Date” or the outstanding dues or any other amount wholly or partly overdue at the time of running day-end process, in the manner provided below.

<b>SMA Sub-categories</b>	<b>Basis for classification – Principal or interest payment or any other amount wholly or partly overdue.</b>
SMA-0	Upto 30 days.
SMA-1	More than 30 days and up to 60 days.
SMA-2	More than 60 days and up to 90 days.

(i) **Illustration for Classification of borrowers account as SMA/NPA(non-performing assets) for easy reference**

If the due date of a loan account is March 31, 2023, and full dues are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 31, 2023. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running the day-end process till April 30, 2023, i.e. till completion of 31 days of being continuously overdue. Accordingly, the date of SMA-0 classification for that account shall be March 31, 2023, till April 29, 2023, and SMA-1 with effect from April 30, 2023. Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day end process on May 30, 2023, and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2023.

**Below table outlines the sequence of classifications of unpaid loan fallen due on March 31, 2023**

<u>Event</u>	<u>Date</u>	<u>Classification date</u>	<u>Classification</u>
Date on which Account became Overdue/SMA - 0	March 31, 2023	March 31, 2023	SMA-0
SMA-1 Classification	Until May 30, 2023	April 30, 2023	SMA – 1
SMA-2 Classification Date	Until June 29, 2023	May 30, 2023	SMA – 2
NPA Classification Date	June 29, 2023	June 29, 2023	NPA

- (ii) Impact on the credit score :  
With the classification of loan accounts with SMA being reported to the credit information companies by the lending institution, the credit score of the borrower and guarantor, if any, shall be adversely impacted.
- (iii) Upgradation of NPA accounts to Standard Accounts :  
SMA/ NPA shall only be upgraded to standard account if payment of all past and current arrears of interest and principal (EMI)/and or any other amount overdue is made by the borrower at the time of running the day-end activity of that particular date.  
SMA/ NPA shall only be upgraded to standard account if payment of all past and current arrears of interest and principal (EMI)/and or any other amount overdue is made by the borrower at the time of running the day-end activity of that particular date.

In the light of the above, the company advises all its customers to pay the installments and other amounts due, if any, on or before due dates without any delay or default to avoid classification of their accounts as SMA or NPA.

## **8. DEFAULT**

### **8.1 EVENTS OF DEFAULT**

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

- The Borrower fails to pay any EPI or the Outstanding Dues under this Agreement on or before the Due Date or commits breach of any of the terms, covenants or conditions contained in this Agreement;
- It is found that the Borrower commits a default of any of the terms and conditions in respect of any other loan or facility extended by the Lender to the Borrower under any of the Previous Agreements entered between the Parties;

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- There exists any circumstances which in the opinion of the Lender prejudicially affects or may affect the Lender's interest or the Borrower's ability to repay the Loan;
- If the Borrower compounds with his/her creditors or permits any attachment or sequestrations or other processes against any of his/her assets or properties;
- If the Borrower commits an act of insolvency or if the Borrower is declared insolvent or

- e) if the Borrower commits an act of insolvency or if the Borrower is declared insolvent or bankrupt or if a receiver or official assignee is appointed in respect of any property or estate of the Borrower or if the Borrower asks for any application for declaring himself an insolvent or if an application for declaring the Borrower as insolvent is made or any order is passed by any competent court or authority for taking the Borrower into insolvency; and
- f) If any proceedings are pending or threatened against the Borrower by any government agency or authority for any misconduct or breach/violation of any law or regulations or code of conduct, etc.

## 8.2 CONSEQUENCES OF DEFAULT

Upon occurrence of any Event of Default, the Lender may, at its own discretion, take such appropriate action(s), including without limitations the action(s) referred hereunder, against the Borrower to recover the Outstanding Dues:

- a) accelerate the repayment of the Loan including the Outstanding Dues;
- b) place the Loan on demand or declare all the Outstanding Dues payable by the Borrower in respect of the Loan to be due and payable immediately;
- c) recover the charges for dishonour of the Repayment Modes, Penal Interest and any other penal charges from the Borrower as mentioned in Schedule;
- d) exercise its right to enforce the security obtained, if any, under this Agreement or any other Previous Agreements;
- e) terminate this Agreement;
- f) exercise such other rights and remedies as may be available to the Lender under law during the pendency of the Loan including without limitation under Section 138 of the Negotiable Instruments Act, 1881 and under Section 25 of Payment of Settlement System Act, 2007; and/or
- g) stipulate such other condition(s) or take such other action(s) as the Lender deems fit.

## 9. GRIEVANCE REDRESSAL MECHANISM

The Lender hereby provides a grievance redressal mechanism to handle, address & resolve the borrower's complaints. Following are the details of the nodal grievance officer nominated by the Lender who shall be responsible for resolving the complaints of the borrower:

Name: Ms. Sweta Parekh

Address: 4th Floor, Engineering Centre, 9 Mathew Road, Opera House, Charni Road (East), Mumbai 400004. Maharashtra.

Contact: 18002678111

Email: [wecare@fintreefinance.com](mailto:wecare@fintreefinance.com)

### Lending Service Provider:

Name:

Address:

Contact:

Email:

Lender

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## 10. INDEMNITY

The Borrower shall indemnify FFPL and FFPL Representatives at all times hereafter from and against any and all claims, damages, costs, losses, expenses, suits, proceedings, actions, liabilities, etc., that may have been suffered by them by reason of any act by the Borrower or default on the part of the Borrower under this Agreement/in respect of the Loan and/or for the recovery of the Outstanding Dues (including legal/attorney fee).

## 11. DISCLOSURE

- 11.1 The Borrower agrees and understand that as a pre-condition relating to the grant of the loan to the Borrower, the Lender requires the Borrower's consent for the disclosure by the Lender of

information and data relating to the borrower, of the Loan availed of/to be availed by the Borrower in discharge thereof and any other information made available by the Borrower to the Lender.

- 11.2** Accordingly, the Borrower agrees and give consent for the disclosure by the Lender, if required under the applicable law, of all or any such:
- (a) information and data relating to the Borrower;
  - (b) the information or data relating to Loan availed of/to be availed by the Borrower; and
  - (c) default, if any, committed by the Borrower in discharge of such obligation as the Lender may deem appropriate and necessary to disclose and furnish to any of the Credit Information Companies (CICs) or any other agency as authorised in this behalf by RBI.
- 11.3** In the event of the Borrower committing a default in the repayment of Outstanding Dues on the Due Dates, the Lender shall have an unqualified right to disclose the name of the Borrower to RBI, CICs and any other agency authorised in this behalf by RBI. The Borrower gives its consent to the Lender and/or RBI and/ or CICs to publish their name as defaulters in such manner and through such medium as the Lender/RBI and/or CICs in their absolute discretion may think fit.
- 11.4** The aforesaid right shall be available to the Lender in addition to and not in derogation of any other rights available under the Agreement.
- 11.5** Borrower further agrees and understand that:
- (a) CICs and any other agency so authorized may use and/or process the said information and data disclosed by the Lender in the manner as deemed fit by them; and
  - (b) CICs and any other agency so authorized may furnish for consideration the processed information and data or products thereof prepared by them, to the Lender/financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf.
- 11.6** The Borrower agrees and understand that the Lender may also disclose any information/documents relating to the Borrower to any third party including Lender's affiliates for promotional purposes or any other purpose as Lender may deem fit.

## **12. ELECTRONIC MEDIA**

- 12.1** The Borrower hereby agree, understand, acknowledge and confirm that he may execute the Agreement and connected documents in electronic / digitalized form (wherever applicable) and have agreed, verified and confirmed the same through an OTP (One-Time Password) and/or e-link sent to the registered mobile number(s) and/or e-mail ID(s) or any other accepted mode of verification in use from time to time.
- 12.2** The Borrower agrees and undertakes that he will not question the authenticity of the Agreement and other documents and the consent is hereby given by him in e-form, in future for want of any physical signature and/or acceptance.

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- 12.3** The Borrower is availing the online Loan Facility in accordance with the terms contained herein entirely at his own risk and consequences as per Information Technology Act and regulations. The Borrower undertakes that on executing this Agreement using any modes of e-signing, it shall be construed that the Borrower has duly executed the Agreement and connected documents and accepted all the terms and conditions contained herein and he shall not raise any demur or protest in relation to the same, in future. The Borrower is aware that the Lender shall agree to become a party to the Agreement only after satisfying itself with regard to all conditions and details filled by the Borrower in the Application for the loan and the Agreement is in consonance with the Lender's policy.
- 12.4** The Borrower understands and acknowledges that internet is not necessarily a secure means of transmission of data. The Borrower acknowledges and accepts that such transmission methods involve the risk of possible virus attacks, unauthorized interception of data, alteration of data, unauthorized usage for whatever purposes. The Borrower agrees to hold the Lender free and harmless from all losses, costs, damages, expenses that may be incurred by the Borrower and Guarantor due to any errors, delays or problems in transmission or unauthorized / illegal interception, alteration, manipulation of electronic data, virus attacks / transmission to the

Borrower' system otherwise caused by using Internet as a means for availing the loan. However, the Borrower is desirous of availing the loan and provide instructions to the Lender through e-mail and/or online mode for various matters under the Agreement including in relation to the Loan and the operation thereof.

**12.5** The Lender shall be entitled (without being bound to do so) to rely upon the Instructions provided through e-mail (and believe the same to be genuine), for any of their requirements. In case of any question as to what were the Instructions provided or received, the records of the e- mail received by the Lender from the Borrower shall be final.

**12.6** The Borrower hereby agrees and understands that the Lender may use any of the available electronic means such as email, facsimile, SMS text messaging, websites, online acceptance, Whatsapp etc. ('Electronic Mode') for sending any payment reminders, changes in terms and conditions, promotional messages for any existing or new services, data requests, instructions, any other communications (collectively referred as 'Communications') related to this Loan Facility. For avoidance of doubts, the Borrower do hereby confirm that he has no objection in receiving such Communications through Electronic Mode.

**12.7** The Borrower hereby confirms, acknowledges and agrees that the online acceptance of this Agreement including any conditions hereto through the Website or such other internet or web based means results in a binding contract between the Parties.

**12.8** By entering into this Agreement, the Borrower confirms that he is aware with the risks of the Communications made through Electronic Mode. However, the Borrower is desirous of receiving Communications from and providing Communications to the Lender through the Electronic Mode for various matters under this Agreement including in relation to the Loan and the operation thereof.

### **13. SEVERABILITY**

If any provision/clause/sub-clause of this Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent for any reason including by reason of any law or regulation or Government policy, the remainder of this Agreement and the application of such provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

### **14. ARBITRATION**

**14.1** In case of any dispute, claims or difference whatsoever arising between the Parties out of or

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relating to this Agreement or the validity or the breach of the terms and conditions thereof, including all aspects governing the interpretation and enforcement of this Agreement, the security and other documentation pursuant hereto, the same shall be settled amicably by the Parties. Failing such settlement, the same shall be referred to a sole Arbitrator, to be appointed by FFPL, for arbitration, as per the provisions of the Arbitration & Conciliation Act, 1996, as amended up to date and/or in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award passed by such sole Arbitrator shall be final & binding on the Parties.

**14.2** It is a term of this Agreement that in the event of such an Arbitrator to whom the matter has been originally referred dying or being unable to act for any reason, FFPL shall appoint another person to act as Arbitrator. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

**14.3** The venue of Arbitration proceedings shall be at Mumbai.

**14.4** The cost of such Arbitration shall be borne by the losing Party or otherwise as determined by Arbitration Award. If a Party is required to enforce an Arbitration Award by legal action of any kind, the Party against whom such legal action is taken shall pay all reasonable costs and expenses and attorney's fees including any cost of additional litigation taken by the Party seeking to enforce the award.

### **15. JURISDICTION**

The validity, interpretation, implementation and resolution of disputes arising out of or in connection with this Agreement shall be governed by Indian law. The Parties agree that all matters arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts or tribunals (as the case may be) at Mumbai.



**16. ACCEPTANCE –**

- The Borrower do hereby accepts and declare that he/she
- has read and understood the entire Agreement / the same has been read over and explained to him/her in his/her mother tongue including the material particulars provided in the Schedule.
  - has been explained the Most Important Terms and Conditions in the language understood by me and can download a copy of the same from the website of the Company.
  - has been provided with the Key Fact Statement (KFS) and that he has read, understood and accepted all the relevant terms of the KFS before executing this Agreement. A summary of the KFS is attached with this Agreement.
  - has voluntarily used English Language as the preferred language for execution of the Loan documents, physically or on the Mobile Application and that he was given the option for the vernacular language for which a format is available on the website of the Company.
  - has been explained and he/she has understood the process of classifying an account as NPA as per the extant RBI regulations. He/she has understood the illustration given in this Agreement.
  - has affixed the signatures or e-signed the Agreement or confirmed the acceptance by way of OTP, as the case may be, after verifying and understanding the contents of this Agreement.
  - agree that the Agreement is legally enforceable and binding on the Parties and permit FFPL to pay applicable stamp duty on this Agreement on behalf of parties.
  - agrees and permits FFPL to make any communication, written or otherwise, in English language only.

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED/CAUSED TO BE EXECUTED THESE PRESENTS ON THE DAY AND YEAR WRITTEN IN THE SCHEDULE(S) HEREINAFTER APPEARING.

**SCHEDULE**

DATE OF AGREEMENT	<b>01-11-2025</b>
PLACE OF EXECUTION	
LOAN ACCOUNT NO.	<b>HEL1011036</b>
FACILITY	<b>PERSONAL LOAN – RENT FINANCING</b>
PURPOSE	<b>RENT PAYMENT</b>
ADDITIONAL LOAN	<b>NA</b>
NAME OF THE BORROWER	Sajag Jain
ADDRESS OF BORROWER	Mumbai 4th flora engineer centre charni road,, MUMBAI, Maharashtra, 400004
LOAN AMOUNT	150000.00
INTEREST AMOUNT*	17.00
TOTAL REPAYABLE	173375.00
MODE OF DISBURSEMENT	<b>NEFT/RTGS</b>
BENEFICIARY DETAILS, IF APPLICABLE	<b>Name: BOB</b> <b>Service: RENT</b> <b>Bank Details: A/c No.:04090100044686</b> <b>IFSC: BARB00PERAH</b>

*\*Total Interest Amount may include a Broken Period Interest (BPI) deducted upfront from the Loan Amount*

^First EPI may be different depending on the date of disbursement and due date of first EPI.

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## Fintree Finance Pvt. Ltd.

*Empowering SME Growth*

### Key Fact Statement (KFS)

#### PART 1

1	Loan Product/account No.	HEL1011036	Type of loan	Personal Loan
2	Sanctioned Loan amount (in Rs.)		150000.00	
3	Disbursal Schedule			
	(i)	Disbursement in stage or 100% upfront	100%	
	(ii)	If it is stage wise, the clause of the loan agreement having relevant details is	6	
4	Loan Term (year/months/weeks/days)		Months	
5	Instalment details			
Type of instalments		Number of Equated Monthly Installments	Amount of Equated Monthly Installments	Commencement of repayment, post sanction
Monthly		11.00	2125.00	

6	Interest rate (%) and type (fixed or floating or hybrid)			Fixed	
7	Fee/charge				
8		Payable to Lender (A)		Payable to third party through Lender (B)	
		One- time/ recurring	Amount (in ₹) or Percentage (%)	One- time/ recurring	Amount (in ₹) or Percentage (%)
i	Processing Fees	One-timing		One-timing	NA
ii	Insurance Charges	One-timing	NA	One-timing	NA
iii	Stamp Paper	One-timing	NA	One-timing	NA
iv	BPI				2125.00
v	Nach charges				
9	Annual Percentage Rate (APR) (%)			17.00	

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10	Details of Contingent Charges (in ₹ or %)	
i	Penal charges, in case of delayed payment	
ii	Other Penal charges, if any	NA
iii	Foreclosure charges, if applicable	NA
iv	Charges for switching of loans from floating to fixed rate and vice versa	NA
v	Any other charges (please specify)	NA

## Part 2

1	Clause of Loan agreement relating to engagement of recovery agents	17
2.	Clause of Loan agreement which details grievance redressal mechanism	16
3.	Phone number and email id of the nodal grievance redressal officer	<b>Fintree Finance Private Limited</b> Name- Sweta Parekh Designation: - Grievance redressal officer Contact No. 1800 2678111 Email.- wecare@fintreefinance.com
4.	Whether the loan is, or in future maybe, subject to transfer to other Res or securitisation (Yes/No)	Yes
5.	In case of digital loans, following specific disclosure may be furnished:	
(i)	Colling off/look-up period, in terms of RE's board approval policy, during which borrower shall not be charged any penalty on payment of loan	3days
(ii)	Details of LSP acting as recovery agent and authorized to approach the borrower	Name: Lekhanand Umapathy Address:09,3 <sup>rd</sup> Cross,Vidyaranyapura,Bengalure,Karnataka,560097 Contact:+91 8056031308

## REPAYMENT SCHEDULE

Instalment No.	Principal Outstanding (in ₹)	Principal (in ₹)	Interest (in ₹)	Instalment Amount (in ₹)
1	150000.00	0.00	2125.00	2125.00
2	150000.00	0.00	2125.00	2125.00
3	150000.00	0.00	2125.00	2125.00
4	150000.00	0.00	2125.00	2125.00
5	150000.00	0.00	2125.00	2125.00
6	150000.00	0.00	2125.00	2125.00
7	150000.00	0.00	2125.00	2125.00
8	150000.00	0.00	2125.00	2125.00
9	150000.00	0.00	2125.00	2125.00
10	150000.00	0.00	2125.00	2125.00
11	150000.00	150000.00	2125.00	152125.00

**Computation of APR**

<b>Sr.no.</b>	<b>Parameter</b>	<b>Details</b>
<b>1.</b>	Sanctioned Loan amount (in Rupees)	150000.00
<b>2.</b>	Loan Term (in years/ months/ days)	Months
<b>a)</b>	No. of instalments for payment of principal, in case of non-equated periodic loans	1
<b>b)</b>	Type of EPI/EMI Amount of each EPI/EMI (in Rupees) and nos. of EPIs/EMIs	2125.00
<b>c)</b>	No. of instalments for payment of capitalised interest, if any	-
<b>d)</b>	Commencement of repayments, post sanction	5 <sup>th</sup> every months
<b>3.</b>	Interest rate type	Fixed
<b>4.</b>	Rate of Interest	17.00
<b>5.</b>	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in Rupees)	23375.00
<b>6.</b>	Fee/ Charges payable (in Rupees)	-
<b>A</b>	Payable to the RE	-
<b>B</b>	Payable to third-party routed through RE	0
<b>7.</b>	Net disbursed amount (1-6)	150000.00
<b>8.</b>	Total amount to be paid by the borrower (in Rupees)	173375.00
<b>9.</b>	Annual Percentage rate- Effective annualized interest rate (in percentage)	17.00
<b>10.</b>	Schedule of disbursement as per terms and conditions	100% Upfront
<b>11.</b>	Due date of payment of instalment and interest	<b>5th of every Month</b>

\*\* Note: The dates are indicative and may change depending upon the actual date of disbursement.  
Schedule of charges will also form part of the Loan agreement to be executed between Lender & the Borrower.

Please note that the facility will be subject to the following terms and conditions:

1. Loan tenure and/or EMI amount mentioned herein are subject to change from time to time as per terms of the loan documents.
2. Any material fact concerning the borrower's / guarantor's income / ability to repay / any other relevant aspect should be disclosed and not suppressed or concealed in your proposal for the credit facility.
3. All statutory taxes, duties and levies, under the applicable laws, as may be amended from time to time, shall be additionally payable by you.

**Other terms and conditions:**

1. All payments shall be made in favour of Lenders at any mode at the discretion of the Lender against a receipt acknowledging the payment.
2. Additional charges including service charges, etc., may be levied by the Lenders as may be applicable to the Borrower as specified in this Sanction Letter, Stamp duties and other documentation expenses shall be borne by the Borrower.
3. Extension beyond the sanctioned tenure shall be considered at the discretion of the Lenders only on upon prior written request from the borrower.
4. The continuance of the Facility is subject to cancellation and / or repayment to the Lenders on demand without assigning any reason for the same.
5. The borrower/s shall immediately intimate the Lenders in the event of any change in the repayment capacity of the borrower/s any change in the information submitted earlier.
6. Please note that this is the only sanction letter issued by the Lender in respect of the abovementioned proposed loan facility. The Lenders shall not be liable, responsible, or bound by any other letter / communication issued by any person in relation to the proposed loan facility.

I/We hereby agree to give my/our express consent to FFPL to disclose all the information and data furnished by me/us and/or to receive information from Central KYC Registry/third parties including but not limited to vendors, outsourcing agencies, business correspondents for analysing, processing, report generation, storing, record keeping or to various credit information companies/ credit bureaus e.g. Credit Information Bureaus (India) Limited (CIBIL), or to information utilities under the

We would like to inform you that the issuance of this sanction letter shall not guarantee the loan disbursement which will be done at the sole discretion of the Lenders. It shall neither constitute an offer nor a contract.

As a token of acceptance of this sanction, you are requested to return a copy of this letter duly signed and accepted by you and other co-borrower(s). The sanction will remain valid for a period of 31 days from the date of issue thereof.

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**PROMISSORY NOTE**

Date:

Place: Bangalore

To,

Fintree Finance Private Limited (the "Payee").

ON DEMAND and ON OCCURENCE OF AN EVENT OF DEFAULT as per the Loan Agreement/ Sanction Letter/ any writing by and between the parties, I/We (the "Borrowers acting Jointly and severally") unconditionally promise to pay the Payee at its office located at 4th Floor, Engineering Centre, 9 Mathew Road, Opera House, Charni Road (East), Mumbai 400004 or at such other place as payee may designate, the principal sum of Rs. 150000.00/- (Rupees One Lakh Fifty Thousand Only) with interest, from the date hereof through and including the dates of payment for value received.

The Borrower do hereby acknowledge that time is of the essence hereof, and unconditionally promises, that for any principal and interest sum due under this Note, if not received by Payee on the day the Payee makes demand for payment of such sum, the Maker shall pay, in addition to the amount of such sum, a late payment amount as stated in the Sanction Letter and/or Loan Summary Schedule for each such day until realization. Presentment for payment and noting and protest of the note are hereby unconditionally and irrevocably waived.

Affix Revenue Stamp

Sign across the stamp

Name: Sajag Jain

Residential Address: {{per\_add}}

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**DISBURSEMENT REQUEST LETTER**

Date:

To,

The Manager,

Fintree Finance Private Limited ("FFPL").

Sir,

Subject: - Disbursement Request Letter from the Borrower

Pursuant to the Loan Agreement dated 02-12-2025 executed between FFPL and Borrower, I/we have received sanction letter of the Loan amount of Rs. 150000.00 /- Rupees Only from FFPL vide loan Application Number HEL1011036. vide loan Application Number HEL1011036.

I confirm that I have complied with the terms of the Loan Agreement including the conditions precedent set out therein.

I, hereby, request you to remit the proceeds of the disbursement into the following account number mentioned in below table. (after deduction of applicable interest, charges, fees and taxes)

Name of Payee	Bank Name & Account Number	Amount (Rs.)
---------------	----------------------------	--------------

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Sajag Jain	04090100044686	150000.00
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Thanking you.

Yours Faithfully,

**Disbursement Acknowledgement Letter**

Date :

To,  
The Manager,  
Fintree Finance Private Limited ("FFPL")

- Subject: Acknowledgement Of Disbursement For Loan/Facility Sanctioned

I/We hereby confirm that we have received the Disbursement of an amount of Rs. 150000.00/- (Rupees \_\_\_\_\_ Only), in respect of the loan/facility sanctioned by FFPL to me/us vide the Loan Agreement dated 02-12-2025 executed between FFPL and me/us, through Cheque/ RTGS / NEFT No. \_\_\_\_\_ on \_\_\_\_ \_ day of, \_\_\_\_\_ 20\_\_ .

Place:

Yours Faithfully

Name:

Signature:

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**DECLARATION FOR THUMB IMPRESSION/SIGNING IN VERNACULAR LANGUAGE**

(This declaration must be signed by the employee of Fintree Finance Private Limited

("FFPL"))

This is to certify that I have read out the contents of the Loan Agreement being entered into with FFPL to Mr/Ms Sajag Jain ("Borrower"/"Borrower Representative") and he/she has understood the same.

Further, I hereby certify that Mr./Ms. Sajag Jain has affixed his/her thumb impression (left hand/right hand) or has signed in vernacular language in my presence after I have explained the contents to him/her.

m) **Name of the Employee:**

n) **Address:**

Signature of Employee:

Name of the Borrower/ Borrower Representative Sajag Jain

I confirm that the terms and conditions contained in the Loan Agreement to be entered into with FFPL have been explained by Service Provider in English language.

I have understood and agree to the terms and conditions mentioned in the Loan Agreement.  
Signature/Thumb Impression:

Signature and Stamp of Branch:

Date :

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## END USE UNDERTAKING

Date:

To,  
FINTREE FINANCE PRIVATE LIMITED

In respect of the facility amounting to Rs. 150000.00/- (Rupees One Lakh Fifty Thousand Only) granted By Fintree Finance Pvt Ltd to us, I/We 2004, 20TH FLOOR CHANDAK NISHCHAY, MUMBAI, Mumbai, Maharashtra, 400068, having its office/ residing at Mumbai 4th floor engineer centre charni road,, MUMBAI, Maharashtra, 400004 ("Borrower") hereby undertake, agree and confirm.

1. We hereby confirm that a facility of Rs. 150000.00/- Rupees One Lakh Fifty Thousand Only has been granted to us by Fintree Finance Pvt Ltd under the loan agreement dated 02-12-2025 ("Loan Agreement").
2. As a pre-condition for availing of the aforesaid facility, we are required to undertake, we shall use the funds received by us from FINTREE FINANCE PRIVATE LIMITED under the aforesaid Loan Agreement for the purpose specified in the Loan Agreement and shall submit all the evidence to the satisfaction of FINTREE FINANCE PRIVATE LIMITED regarding the usage of funds.
3. We hereby undertake, agree and affirm that, we will use the funds received by us from FINTREE FINANCE PRIVATE LIMITED under the aforesaid Loan Agreement for the

purpose specified and shall submit all the evidence to the satisfaction of FINTREE FINANCE PRIVATE LIMITED regarding the usage of funds.

4. We hereby agree and confirm that FINTREE FINANCE PRIVATE LIMITED has granted us the above-mentioned facility based on the above-mentioned condition.

5. We further understand, agree and confirm that a failure to comply with the undertaking provided hereinabove shall be considered an "Event of Default" under the Loan Agreement.

6. WE, hereby indemnify and shall keep indemnified FINTREE FINANCE PRIVATE LIMITED, against all proceedings civil and/or criminal, claims, expenses and liabilities whatsoever which may be taken or made against or incurred by FINTREE FINANCE PRIVATE LIMITED, by reason of any liability arising hereunder.

6. For the aforesaid purpose, we undertake to execute such further deed(s), affidavit(s), document(s) and/or letter(s) as may be required by the FINTREE FINANCE PRIVATE LIMITED from time to time.

Yours faithfully,

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Lender

Borrower

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#### CONSENT AND SELF DECLARATION

**Date:-**

1.I/ We hereby declare that all the particulars, information and details provided by me/us are true, correct, complete and up-to-date in all respect and that I/we have not withheld any information whatsoever.

2.I/ We hereby confirm that no insolvency proceedings or suits for recovery of outstanding dues or monies whatsoever for attachment of my/our assets or properties and/or any criminal proceedings have been initiated and/or are pending against me/us and that I/we have never been adjudicated insolvent by any court or any other authority nor has any receiver, administrator, administrative receiver, trustee or similar officer been appointed for my assets.

3.I/We hereby authorise Fintree Finance Private Limited(FFPL) (hereinafter referred to as "Lender") or its associates/subsidiaries/affiliates to obtain, verify, exchange, share or part with all the information or otherwise, regarding my/our office/ residence and/or contact me/us or my/our family/ employer/Banker/Credit Bureau/ RBI or any third parties as deemed necessary and/or do any such acts till such period as they deem necessary and/or disclose to Reserve bank of India, Credit Information Companies, Banks/NBFCs, or any other authority and institution, including but not limited to current balance, payment history, default, if any, etc.

4.I/We hereby authorise Lender's employees/agents to access my/our premises during normal office hours for carrying out any verification/investigation and post disbursement scrutiny.

5.I/We hereby authorise Lender to approach my/our existing bankers or any other prospective lender for any relevant information for consideration of loan and thereafter.

6.I/We hereby provide my/our consent to receive information/services etc for marketing purpose through telephone/mobile/SMS/Email.

7.I/We hereby authorise Lender to market/sell/promote/endorse any other product or service beneficial to me/us.

8.I/We hereby authorise Lender to purge the documents submitted by me/us, if the case is not disbursed/approved for whatever reason within 3 months of application.

9.I/We hereby provide my/our consent to avail information on products and services of other Companies and authorise to cross sell other company's product and services.

10.I/We hereby authorise Lender's authorised person(s)/Agency to visit my/our residence & business premises for verification, which includes taking photographs.

11. I/We hereby agree to give my/our express consent to Lender to disclose all the information and data furnished by me/us and/or to receive information from Central KYC Registry/third parties including but not limited to vendors, outsourcing agencies, business correspondents for analysing, processing, report generation, storing, record keeping or to various credit information companies/ credit bureaus e.g. Credit Information Bureaus (India) Limited (CIBIL), or to information utilities under the Insolvency Bankruptcy Code 2016 through physical or SMS or email or any other mode.

Lender

Borrower

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