

EMI Solutions

Aditya Birla Finance Ltd.
(A subsidiary of Aditya Birla Capital Ltd.)



**ADITYA BIRLA
CAPITAL**

adityabirlacapital.com

STANDARD TERMS AND CONDITIONS

"ABFL"	"Borrower"
<p>ADITYA BIRLA FINANCE LIMITED CIN: U65990GJ1991PLC064603</p> <p>Registered Office Address Indian Rayon Compound, Veraval, Gujarat 362 266</p> <p>Corporate Office Address One Indiabulls Centre, Tower 1, 18th Floor, Jupiter Mill Compound 841, Senapati Bapat Marg, Elphinstone Road, Mumbai 400013.</p>	<p>Molleti Hareesh Registration Number : 466CC319D9BF</p> <p>Residence Address :- H N 31-7-142, kummari veedi, Allipuram, allipuram, Visakhapatnam urban , Visakhapatnam, Visakhapatnam Urban , Andhra Pradesh, Visakhapatnam Urban - 530004</p>

1. DEFINITIONS AND INTERPRETATION:

The following words and expressions shall have the meaning ascribed to them throughout these terms and conditions, unless there is anything repugnant to the subject or context thereof:

1. "ABFL" means Aditya Birla Finance Limited, a company registered under the Companies Act 1956 having its registered office at Indian Rayon Compound, Veraval, Gujarat 362266 and Corporate Office Address One Indiabulls Centre, Tower 1, 18th Floor, Jupiter Mill Compound 841, Senapati Bapat Marg, Elphinstone Road, Mumbai 400013 and shall include its successors and assigns.
2. "Application Form" means, as the context may permit or require, the request for this Loan submitted by the Borrower, as the context may permit or require, for applying for and availing of the Loan, together with all information, particulars, clarifications, letters and undertakings and declarations, if any, furnished by the Borrower from time to time in connection with the Loan.
3. "Borrower/s' Dues" means and includes the outstanding principal amount of the Loan, interest on the Loan, all other interest, all fees, costs, charges, expenses, stamp duty and all other sums whatsoever payable by the Borrower/s to ABFL in accordance with the Loan Terms, as well as all other monies whatsoever stipulated in or payable by the Borrower/s under the Loan Terms and loan documents.

Aditya Birla Finance Limited

(A subsidiary of Aditya Birla Capital Ltd.)

One World Center, Tower 1-C, 18th Floor, 841, Jupiter Mill Compound,
Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013.
+91 22 4356 7100 | (F) +91 22 4356 7266 | Toll-free number 1800-270-7000
care.finance@adityabirlacapital.com | <https://abfl.adityabirlacapital.com/>

Registered Office:

Indian Rayon Compound, Veraval,
Gujarat -362 266
CIN: U65990GJ1991PLC064603



4. "Charge" means the aggregate amount payable by the Borrower to the ABFL as per the details provided in the Application Form towards the documentation fee, servicing fee, loan processing fee and the registration fee and such other fee as mentioned or notified by ABFL to the Borrower from time to time.
5. "Due Date" means the date(s) on which any amounts in respect of the Borrower/s' Dues including the principal amounts of the Loan, interest and/or any other monies, fall due as specified in the Application Form and/or the Loan Terms and/or the Loan documents.
6. "Effective Date" means unless specified otherwise, the date of disbursement of the Loan to the Borrower.
7. "Event of Default" means and includes the occurrence of any one or more of the events of default as stipulated in Clause V.
8. "Standard Terms and Conditions" or "Standard Terms" means these terms and conditions for the grant of the Loan to the Borrower by ABFL.
9. "Loan" or "Personal Loan" means the loan/financial assistance sanctioned by the ABFL to the Borrower pursuant to receipt of a duly filled in Application Form for the purposes mentioned in the Application Form.
10. "Loan Documents" mean the Application Form, Standard Terms and Conditions and include all writings and other documents executed or entered into or to be executed or entered into, by the Borrower/s or as the case may be, in relation, or pertaining to the Loan and each such Loan Documents as amended from time to time.
11. "Loan Terms" means and refers collectively to (a) all the terms and conditions set out in the Sanction Letter, (b) these General Terms and Conditions, and (c) all terms and conditions communicated by ABFL from time to time in relation to this Loan.
12. "Rate of Interest" means the rate of interest applicable for the Loan as specified.
13. "RBI" means Reserve Bank of India.
14. "Tenure" means the duration for which Borrower has opted for repayment of Loan.
15. "Total Amount" means the total amount repayable by the Borrower to ABFL is 171,958.00 ("Total Amount").

The expressions "Borrower", and the "ABFL", unless repugnant to the context, shall include his/her /their respective heirs, representatives, beneficiaries, successors, executors, administrators and permitted assigns and shall individually be referred to as "Party" and collectively as "Parties"

This Agreement is entered into so that the Borrower can avail a loan from ABFL, which loan is facilitated through the technology platform <https://zestmoney.in/>. ("Platform") owned by Camden Town Technologies Pvt. Ltd. ("ZestMoney") and is effective as of the 15-11-2022 and shall be valid and remain in force till such time that the Total Amount (as defined hereinafter), is repaid by the Borrower ("Tenure") to ABFL. The Borrower may exit this Loan at any time during the

Cooling Off Period set out in the KFS.

2. Sanction Letter and Key Fact Statement

The Sanction Letter and the Key Fact Statement ("KFS") issued with reference to the loan application number #466CC319D9BF shall be read with and form an integral part of these Loan Terms. A copy of the Sanction Letter and KFS have been annexed as Annexure I and Annexure II respectively.

3. Borrower

1. Borrower must have seen, read, verified, understood and accepted the loan offer before acceptance of the terms and conditions of this agreement. Terms and conditions of this agreement are tied to the loan offer accepted by the borrower with Aditya Birla Finance Limited (ABFL) applied through the Platform. The loan offer terms (agreement execution date, loan sanction date, amount sanctioned, tenure of loan, interest rate applicable and EMI) would be same as those mentioned or displayed on the Platform, KFS or in the documents provided by ABFL in physical or electronic mode and borrower's identity would be same as retrieved through KYC. Further, for any notices, borrower's residential address would be utilised as per KYC.
2. The Borrower has agreed and confirmed that the amounts disbursed by ABFL under the Loan be disbursed to Crio.do_2 ("**the Merchant**"), and the Borrower further acknowledges and confirms that such disbursement to the Merchant shall be deemed to be a disbursement to the Borrower.
3. The Borrower(s) have agreed to this Standard Terms by click wrap method or by physically consenting as the case may be and the same is construed as express consent under the existing laws of India. The standard terms and conditions set out herein (the "Standard Terms") shall be applicable to the Facility/Loan provided/ to be provided by ABFL to the Borrower(s).
4. Upon the representation and information provided by the Borrower in the application for the loan made to the ABFL, the ABFL hereby agrees to lend to the Borrower the Sanctioned Amount for the purpose here in above.
5. The ABFL shall have the right to recall the Loan at any time at its discretion, without assigning any reasons for such recall, and upon such recall, the Loan and all other amounts stipulated by the ABFL shall be payable forthwith. The Borrower shall be liable for all amounts due and all costs, interest, Late Payment Charges, additional interest, duties, levies etc. incurred for enforcing this Standard Terms or for undertaking any recovery proceedings with respect to the Loan. The Borrower acknowledges that stamp duty is applicable to this Standard Terms and accordingly has paid the same, in case of any deficit the Borrower shall be liable for the same.
6. The Borrower shall repay the Loan, and the interest payable thereon, in monthly instalments as per the as agreed, which instalments are hereinafter referred to as "The Equated Monthly Instalments" or "EMI". Any dispute, including that relating to the interest computation, shall not entitle the Borrower to withhold payment demanded by the ABFL and/or payment of any EMI. The Annual Percentage Rate applicable to this Loan is as set out in the KFS.

7. The Borrower agrees to issue Cheques/SI/National Automated Clearing House (NACH) (referred to as "Repayment Instructions") for the repayment of the Loan and is fully cognizant that dishonour of the repayment of the Loan is a criminal offence under the law. Additionally, the ABFL will also accept payment through NEFT/ RTGS/ Po-UPI and the Borrower can choose to avail such options when required to make payment towards the loan account. The Borrower further agrees that it shall provide NACH document to ABFL or its representatives, in original and/or in copy form either through physical or electronic mode or as such manner as ABFL or its representatives may direct from time to time.
8. Borrower agrees and confirms that he/she shall repay the Loan only from his/her own account, third party payment shall not be made. If ABFL establishes third party payment made on behalf of the customer on any outstanding dues for his/her loan, then Borrower will need to provide a detailed consent letter in writing to ABFL within 30 days from ABFL's communication to the customer.
9. ABFL agent/representative including ZestMoney shall never demand for cash repayment of the Loan and the Borrower agrees that any cash repayment made by the Borrower to any person in such regard is at his/her own risk and not adjustable from Loan amount/interest or Charges/fees associated with the Loan, further ABFL shall not be held liable for the same.
10. The Borrower acknowledges that the Cheques/ SI/NACH/ Po-UPI mode of repayment is issued in favour of the ABFL, in advance for the payment of the EMIs. The ABFL may at any time at its sole discretion, with prior notice to the Borrower, make a demand for the repayment of the loan and dues thereto. The Borrower shall not revoke the Cheque/SI /NACH/ Po-UPI mode for payment of the EMIs during the tenure of this Loan, except with the prior approval of the ABFL. In case the Borrower revokes his/her consent to participate in the SI/NACH/ Po-UPI mode without obtaining the prior written consent of the ABFL, the same shall be deemed to be an 'Event of Default', as defined in this Standard Terms the ABFL shall have the right to forthwith recall the Loan without giving any notice to the Borrower,
11. Notwithstanding anything contained herein, on occurrence of Event of Default, ABFL shall have the right to initiate civil or criminal action or take any other action or remedy, including of recovering all amounts outstanding under this loan, available under the applicable laws against the Borrower.
12. The Borrower may prepay the entire outstanding balance of the Loan. In such an event, ABFL shall be entitled to charge Pre-Payment Charges as specified here in the KSF. Pre-Payment amount will get adjusted towards interest, other charges and principal amount outstanding on the relevant Due Date . Pre-payment shall take effect only if the standard Cheques /ECS/Po-UPI payment for the month or alternate payment made through NEFT /RTGS has been cleared and proceeds thereof realized by ABFL in clear funds. If the Borrower makes a prepayment of all amounts due under the Loan after the 15(fifteenth) day of the calendar month, the Borrower will be required to pay Interest for the entire month in which the prepayment is made.
13. The records maintained by the ABFL, and the details on the Platform shall be conclusive proof of the amounts outstanding from and due by the Borrower. A certificate issued by the ABFL stating the amount due at any particular time shall be conclusive evidence as against the Borrower. However, nothing herein shall prejudice the ABFL's interests or rights if there is any clerical or arithmetical error in the interest calculations due and payable by the Borrower.

14. ABFL shall have the right to recall the Facility at any time at its discretion, without assigning any reasons for such recall, and upon such recall, the Loan and all other amounts stipulated by the ABFL shall be payable forthwith.
15. ABFL shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the outstanding amounts under the Facility or any other rights under this Standard Terms or any other document pursuant hereto to any person in a manner or under such terms and conditions as ABFL may decide in its sole discretion, with or without notice to the Borrower. The Borrower hereby specifically consents to the right of ABFL to sell or transfer. The Borrower shall not transfer or assign his/her rights under the aforesaid Loan.
16. ABFL shall not be liable for refunding any interest amounts paid in respect of the Loan until the occurrence of the Cancellation Event.
17. The Borrower/s shall be charged with a non-refundable upfront Processing Fee as specified in the KFS, along with applicable government taxes and when applicable.
18. The Borrower hereby consent to the ABFL or ZestMoney to use information/data provided by the Borrower to contact him through any channel of communication including but not limited to email, telephone, sms, etc. and further authorize the disclosure of the information contained herein to its affiliates/group companies or ZestMoney in order to provide information and updates to the Borrower on various financial and investment products and offering. The Fair Practice Code of ABFL is located at <https://personalfinance.adityabirlacapital.com/fair-practice-code-pg1.aspx> and ZestMoney's privacy policy located at www.zestmoney.in/privacy and terms and conditions at www.zestmoney.in/terms-and-conditions. The Borrower consents to ABFL's and ZestMoney's privacy policy.
19. Personal Loan (If applicable) – undertaking for salaried loan applicants:

I undertake that I will be providing my salary account bank statement for the past one month and any other details as required by Aditya Birla Finance Limited post disbursement of the loan. All information provided by me about my demographics, employment and salary account is true. I undertake to foreclose the loan immediately in case any of the above provided information is found to be false by Aditya Birla Finance limited officials.

4. CANCELLATION EVENT

1. Where a Loan has been availed for the purposes of purchasing any goods or availing any service from a Merchant and such good or service has been returned or cancelled by the Borrower and such return or cancellation is approved by the Merchant, as the case may be ("Cancellation Event"), then any refund received from the Merchant pursuant to a Cancellation Event shall be appropriated as follows in the following order:
 - (a) First, towards all amounts outstanding under this Loan, including all the principal, interest, default interest and any other charges payable in respect of this Loan and such appropriation will be deemed to be towards prepayment of this Loan, in full or in part, to the extent of monies received from the Merchant;
 - (b) Second, towards return of the Down-payment, if any, made by the Borrower;

(c) Lastly, any additional amounts (including Late Payment Charges, if any) remaining after appropriating the amounts as per clauses (a) and (b) above, shall be returned to the Borrower.

2. Any return or cancellation of the goods or service, including the amounts receivable from the Merchant owing to a Cancellation Event, shall be subject to the terms and conditions of the Merchant applicable to such goods or service.
3. The Borrower hereby agrees to make the prepayments contemplated in Clause I(8) and comply with the obligations in respect of this Loan notwithstanding any dispute, disagreement or any other claim that you may have in respect of the goods of services for which the Loan was availed, whether against the Merchant or any other person.

5. BORROWER'S REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS

With a view to induce ABFL to grant the Facility/Loan to him/her, the Borrower, hereby represents /warrants to/ covenants/ undertakes with ABFL that he/she-

1. Has given complete and correct information and details in the application form and the Platform about himself/herself.
2. ABFL's associates, agencies, Credit Information Companies and/or any other agency so authorized, including ZestMoney may use, process the said information and data disclosed to ABFL in the manner as deemed fit by them.
3. has no pending claims, demands, litigation or proceedings against him/her before any court or authority (public or private);
4. shall ensure that the purpose for the Loan is advanced by ABFL is fulfilled in all respects and produced to ABFL, the necessary documents, as may be required by ABFL or any of its representatives including ZestMoney;
5. shall in addition to the income/ financial statement/s required by ABFL or any of its representatives including ZestMoney furnish such other information documents concerning his/her employment, trade, business, profession or otherwise as ABFL may require from time to time;
6. shall promptly and without requiring any notice or reminder from ABFL, its representatives including ZestMoney or on the Platform, repay the Facility in accordance with the terms mentioned herein
7. shall be liable to repay the Facility, interest and all other sums due and payable under this Standard Terms and to observe its terms and conditions;
8. where applicable, shall inform ABFL or any of its representatives including ZestMoney of any likely change in his/her employment;
9. shall not stand surety or guarantor for any third party liability or obligation;

Aditya Birla Finance Limited

(A subsidiary of Aditya Birla Capital Ltd.)

One World Center, Tower 1-C, 18th Floor, 841, Jupiter Mill Compound,
Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013.

+91 22 4356 7100 | (F) +91 22 4356 7266 | Toll-free number 1800-270-7000

care.finance@adityabirlacapital.com | <https://abfl.adityabirlacapital.com/>

Registered Office:

Indian Rayon Compound, Veraval,
Gujarat -362 266

CIN: U65990GJ1991PLC064603



10. in the Event of Default, being a resident in India, shall not leave India for employment or business or long stay without first fully repaying the Facility then outstanding due and payable with interest and other dues, including Pre-Payment charges, if any;
11. The Borrower hereby undertakes to keep the ABFL and ZestMoney informed of any change in the Borrower's e-mail ID, Telephone number, Mobile number and Address. The Borrower authorizes ZestMoney and ABFL to update the contact information change that ZestMoney and ABFL may be informed of and hereby authorizes ZestMoney and ABFL to contact the Borrower at the updated contact details, by post, phone, e-mail, SMS/text messaging.
12. the Borrower agrees and undertakes not to, and warrants and represents to the ABFL that the Borrower shall not, utilize the Facility for any antisocial, unlawful, or speculative purposes and/or capital market.
13. The Borrower agrees that ZestMoney and ABFL shall send any notice/letter/other document meant for the Borrower at the address last intimated by the Borrower and shall be deemed to have been delivered within 48 hours after it has been sent by registered post, under certificate of posting, ordinary post or courier or email at the discretion of the ZestMoney or ABFL. All writings from the Borrower to the ABFL must be received from the Borrower at the address specified in the Facility application

6. INTEREST AND APPORTIONMENT OF PAYMENT

1. Interest shall accrue on the Loan/Facility at the rate prescribed herein mentioned above from Effective Date and shall be payable as provided for herein mentioned above.
2. The Borrower agrees to pay Interest on the Facility as mentioned herein above and which shall be fixed at all times and calculated on the daily balance of the outstanding Facility.
3. ABFL or any other person acting on their behalf, shall be entitled to debit all other amounts due and payable by the Borrower under this Standard Terms (including but not limited to interest tax, fees, stamp duty, processing fee, login fees, costs, service/Prepayment and other charges, claims and expenses including expenses which may be incurred by the Borrower in recovery proceedings) to the Borrower Loan account, unless separately reimbursed to ABFL by the Borrower. Such amounts shall form part of the Facility.
4. It is understood, by the Borrower that for default in repayment of interest/principal as it may fall due as per Facility terms, as mentioned here in above are applicable on principal outstanding including interest overdue from the day of default for the period the amount is in default. The Borrower may with details of a second bank account, through the Platform along with the required authorizations. If ABFL or their representatives are unable to collect payment from the primary bank account registered on the Platform, they may seek payment from the second bank account and on multiple occasions, for all or part of the outstanding Loan and other charges due, until all amounts payable in respect of the Loan are paid in full.
5. Without prejudice to any other term of this Standard Terms, the Parties expressly agree that any payment made by the Borrower to ABFL under this Standard Terms shall be appropriated by ABFL in the following order (i) Interest; and (ii) Late Payment Charges; (iii) Costs, charges and expenses that ABFL may expend to service and recover the Loan, Interest and all sums due and payable by the Borrower to ABFL under this Standard Terms; (iv) Prepayment and other charges and (v) Principal amount of the Loan.

7. OTHER CONDITIONS

1. ABFL shall, at its discretion, obtain a confidential credit report on the borrower from its other lenders.
2. The Loan shall be utilised for the purpose for which it is sanctioned and it should not be utilised for –
 - a) Subscription to or purchase of shares/debentures
 - b) Extending loans to subsidiary companies/associates or for making inter-corporate deposits.
 - c) Any speculative purposes.
 - d) Pay-off another loan taken from ABFL/ABC
3. The Borrower will keep ABFL, ZestMoney or the relevant collection agency informed of the happening of any event which is likely to have an adverse impact on the Borrower's ability to repay the Loan. The Borrower will inform accordingly with reasons and the remedial steps proposed to be taken. In such a case, the Borrower shall contact us at help@zestmoney. in an alternative repayment plan and/or other appropriate steps (which may include passing the Loan account to a collections agency).
4. The Borrower should not pay any consideration by way of commission, brokerage, fees or in any other form to guarantors directly or indirectly.
5. The Borrower shall be deemed to have given their express consent to ABFL and ZestMoney to disclose the information and data furnished by them to ABFL or ZestMoney and also those regarding the credit facility/ies enjoyed by the borrower, conduct of accounts to the Credit Information Companies in India or Reserve Bank of India (RBI) or any other agencies specified by RBI who are authorised to seek and publish information.
6. The Borrower will keep ABFL and ZestMoney advised of any circumstances adversely affecting their financial position including any action taken by any creditor, government authority against them.
7. The obligation of ABFL to make disbursements out of the Loan shall be subject to the Borrower complying with all the conditions to the satisfaction of ABFL in its sole discretion. The Borrower shall complete all documentation as stipulated, to the satisfaction of ABFL.

8. EVENT OF DEFAULT

A written notice may be provided to the Borrower, declare all sums outstanding under the Loan (including the principal, interest, charges, and expenses) to become due and payable forthwith and enforce the security (if applicable) in relation to the Facility upon the occurrence (in the sole decision of ABFL) of any one or more of the following:

1. The Borrower fails to pay to ABFL any amount when due and payable under this Standard Terms.

Aditya Birla Finance Limited

(A subsidiary of Aditya Birla Capital Ltd.)

One World Center, Tower 1-C, 18th Floor, 841, Jupiter Mill Compound,
Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013.

+91 22 4356 7100 | (F) +91 22 4356 7266 | Toll-free number 1800-270-7000

care.finance@adityabirlacapital.com | <https://abfl.adityabirlacapital.com/>

Registered Office:

Indian Rayon Compound, Veraval,
Gujarat -362 266

CIN: U65990GJ1991PLC064603



2. The Borrower fails to pay to any person other than ABFL any amount when due and payable or any person other than ABFL demands repayment of the loan or dues or liability of the Borrower to such person ahead of its repayment terms as previously agreed between such person and the Borrower;
3. The Borrower defaults in performing any of its/his/her obligations under this Standard Terms or breaches any of the terms or conditions of this Standard Terms including the Sanction Letter and the KFS;
4. The Borrower, in case of individual, opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever
5. Any of the information provided by the Borrower to avail the Loan or any of its/his/her Representations, Warranties herein being found to be or becoming incorrect or untrue;
6. Any person other than ABFL commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commit act of insolvency or initiating criminal proceedings against the Borrower;
7. The Borrower is found to have fraudulent history or found or alleged to have been involved in document misrepresentation/fraud or is proven to be involved in any sort of money laundering activities or any other
8. Any default by the Borrower, its agents, under this or any other agreement or other writing between the Borrower(s) and ABFL or its promoters/ affiliates/ subsidiaries, assigns or any group company, or under any other agreement or writing of indebtedness of the Borrower or its/ agents, or in the performance of any covenant, term or undertaking thereunder, or any indebtedness of the Borrower or its agents, not being paid when due or any creditor of the Borrower becoming entitled to declare any indebtedness due and payable prior to the date on which it would otherwise have become due or any guarantee or indemnity or collateral given or other support agreement entered into by the Borrower or its agents not being honoured when due and called upon.

9. FORCE MAJEURE

ABFL or ZestMoney shall be not held liable for any delay of or failure to comply with any of the terms of this Agreement, nor shall any such delay or failure be deemed a default when such delay or failure has been caused primarily by any circumstances beyond the reasonable control and without the fault of ABFL/ZestMoney affected, including but not limited to fire, war, insurrection, government restrictions, act of terrorism, computer system failure or act of God or such other event which is beyond the control of ABFL/ZestMoney ("**Force Majeure Event**"), provided that such affected Party uses due diligence to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement.

10. SETTLEMENT OF DISPUTES AND GOVERNING LAW

Any differences or disputes arising out of or touching the Standard Terms shall be settled solely between ABFL or ZestMoney and the Borrower, amicably in the first instance. Unresolved disputes or differences shall be referred to a sole Arbitrator, who shall be appointed by ABFL or ZestMoney only and the Borrower shall have no objection to the same. The Arbitration shall be

Aditya Birla Finance Limited

(A subsidiary of Aditya Birla Capital Ltd.)

One World Center, Tower 1-C, 18th Floor, 841, Jupiter Mill Compound,
Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013.

+91 22 4356 7100 | (F) +91 22 4356 7266 | Toll-free number 1800-270-7000

care.finance@adityabirlacapital.com | <https://abfl.adityabirlacapital.com/>

Registered Office:

Indian Rayon Compound, Veraval,
Gujarat -362 266

CIN: U65990GJ1991PLC064603



governed by the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The award of the Arbitrator shall be final, conclusive and binding on the parties. The venue of such arbitration proceedings shall be Mumbai and shall be conducted in the English language only. Laws of India shall govern this Standard Terms, the documentation pursuant hereto and Courts in the City of Mumbai having exclusive jurisdiction over all aspects governing the interpretation and enforcement of this Standard Terms and other documentation pursuant hereto.

11. NOTICES:

The Borrower agrees that any notices given to the Borrower in relation to this Loan will be delivered by being posted on the Borrower's online account on the Platform ("**Borrower Online Account**"). In such cases, the Borrower will also receive by email on the Borrower's email address (supplied by the during the Borrower application on the Platform) a prompt to refer to the Borrower Online Account. All communications with the Borrower will be in English.

12. Grievance Redressal Mechanism

It is ABFL constant endeavour to provide you with the best possible service and care. In case of service requirement, the Borrower may reach out to ABFL's representatives below at any time between 10.00 AM and 6.00 PM Monday to Friday except public holidays.

You may refer to the website of ABFL (<https://personalfinance.adityabirlacapital.com/>) for details regarding our Grievance Redressal Officer and Nodal Officer.

Our Fair Practice code may be found at <https://personalfinance.adityabirlacapital.com/fair-practice-code-pgl.aspx>.

Customer Service number-1800270 7000

Email address to address customer queries - care.finance@adityabirlacapital.com

The Borrower may also reach out to ZestMoney in case of any complaints in relation to your Loan at the details set out in the KFS.

IMPORTANCE OF FOLLOWING REPAYMENT SCHEDULE

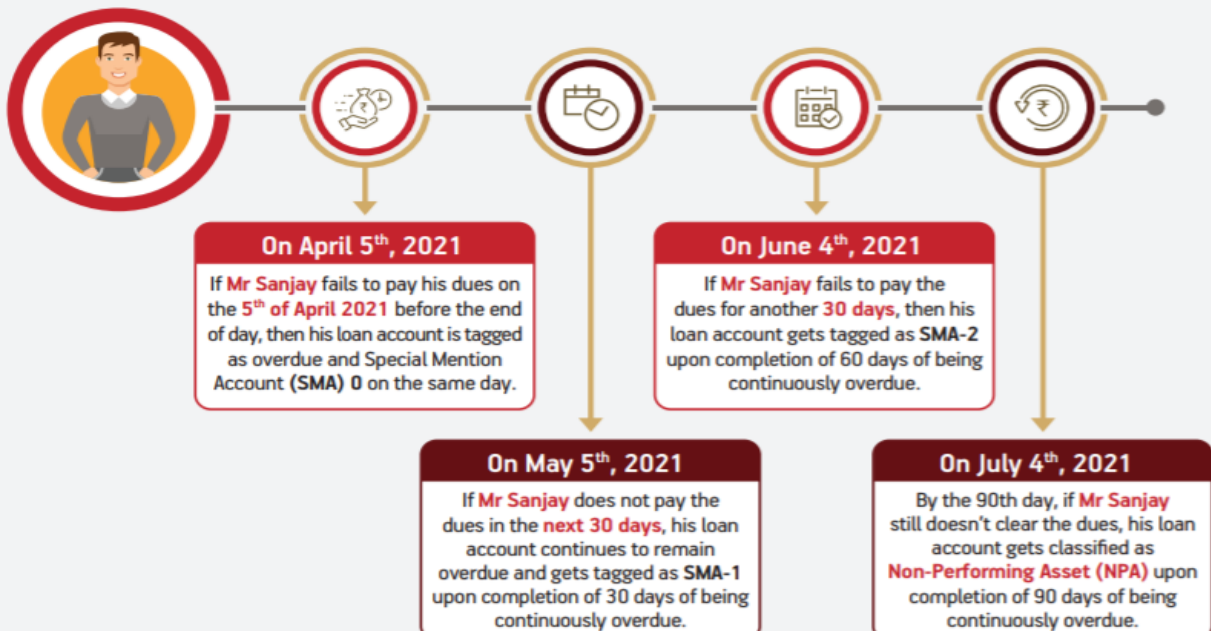
The repayment schedule/payment advice that you receive while taking a loan from ABFL is a document that helps you to know the dates when you are required to pay interest, principal and other charges if any, to ABFL for the loan availed and helps you to manage your loan account efficiently and meet the obligations in a timely manner

Here's what happens to your loan account if you **miss paying your dues on time.**

Basis the number of days your dues (dues means instalment of principal, interest and other charges if any) remain unpaid and overdue, your loan account gets classified into various categories. These categories influence your Credit Bureau Score, which may further affect your borrowing capacity in future.

Example

Suppose **Mr Sanjay** has taken a loan of Rs.10 lakhs for 36 months and the due date to pay is 5th of every month and say his next **due date** for payment is **April 05, 2021**.



The above illustration is also applicable for revolving facilities where either outstanding balance remains continuously in excess of the sanctioned limit /drawing power whichever is less or interest is overdue and not paid on due dates.

Aditya Birla Finance Limited

(A subsidiary of Aditya Birla Capital Ltd.)

One World Center, Tower 1-C, 18th Floor, 841, Jupiter Mill Compound,
Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013.

+91 22 4356 7100 | (F) +91 22 4356 7266 | Toll-free number 1800-270-7000

care.finance@adityabirlacapital.com | <https://abfl.adityabirlacapital.com/>

Registered Office:

Indian Rayon Compound, Veraval,
Gujarat -362 266

CIN: U65990GJ1991PLC064603



Source:

RBI circular no. RBI/2021-2022/125 DOR.STR.REC.68/21.04.048/2021-22 on 'Prudential norms on Income Recognition, Asset Classification and Provisioning, pertaining to Advances – Clarifications' dated 12th November, 2021. Here's a comprehensive table explaining the Special Mention Account (SMA) and Non-Performing Asset (NPA) classification.

Loans other than revolving facilities		Loans in the nature of revolving facilities like cash credit/overdraft	
SMA Subcategories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue	SMA Subcategories	Basis for classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA-0	Upto 30 days		
SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days
NPA	More than 90 days	NPA	More than 90 days

Aditya Birla Finance Limited

(A subsidiary of Aditya Birla Capital Ltd.)

One World Center, Tower 1-C, 18th Floor, 841, Jupiter Mill Compound,
Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013.
+91 22 4356 7100 | (F) +91 22 4356 7266 | Toll-free number 1800-270-7000
care.finance@adityabirlacapital.com | <https://abfl.adityabirlacapital.com/>

Registered Office:

Indian Rayon Compound, Veraval,
Gujarat -362 266
CIN: U65990GJ1991PLC064603





Date: 14-11-2022

To,

Molleti Hareesh

H N 31-7-142, kummari veedi, Allipuram, allipuram, Visakhapatnam urban , Visakhapatnam, Visakhapatnam Urban , Andhra Pradesh, Visakhapatnam Urban , 530004

Dear Customer,

Welcome to Aditya Birla Capital.

We thank you for the trust you have shown by making us your preferred choice for your financing needs. It's our pleasure to have you as a valued customer.

We are pleased to inform you that your loan applied via our partnership with zestmoney has been disbursed as per your request.

Your loan account details are as follows:

1	Loan Account Number	466CC319D9BF
2	Sanctioned Amount	Rs. 149,500.00
3	Loan Tenure (in months)	18 Months
4	Disbursement Amount	Rs. 149,500.00
5	Disbursement Date	14-November-2022
6	Repayment mechanism	EMI
7	Repayment Mode	NACH
8	EMI due date	5th of every month
9	Type of Interest Rate	Effective Rate
10	Interest Rate	19.0
11	Processing Fees (Including Taxes)	0.0

Please note that the following is registered with us as your primary contact details

1	Mailing Address	H N 31-7-142, kummari veedi, Allipuram, allipuram, Visakhapatnam urban , Visakhapatnam, Visakhapatnam Urban , Andhra Pradesh, Visakhapatnam Urban , 530004
2	Email Id	m.hari2504@gmail.com
3	Telephone Number	918985884602

For any queries you can also connect to our partner channels:

Aditya Birla Finance Limited

(A subsidiary of Aditya Birla Capital Ltd.)

One World Center, Tower 1-C, 18th Floor, 841, Jupiter Mill Compound,
Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013.

+91 22 4356 7100 | (F) +91 22 4356 7266 | Toll-free number 1800-270-7000

care.finance@adityabirlacapital.com | <https://abfl.adityabirlacapital.com/>

Registered Office:

Indian Rayon Compound, Veraval,
Gujarat -362 266

CIN: U65990GJ1991PLC064603





- Call center no: +91-7440084400
- Email at help@zestmoney.in

We are here for you

We can also help you with a wide range of solutions that can enable you to fulfil all your money needs in life. Take advantage of our Protecting and Investing solutions such as Life Insurance, Health Insurance, Wealth Management, Mutual Funds and more.

We look forward to a long lasting relationship with you and assure you of our best services at all times.

Warm regards,

Aditya Birla Finance Limited

****This is a system generated document and does not require any signature.**

Repayment Schedule for ABFL Loan A/C no. 466CC319D9BF

Schedule 1

1	Loan Account Number	466CC319D9BF
2	Loan Amount (Rs.)	149,500.00
3	Disbursal Date	14-November-2022
4	EMI Amount (Rs.)	9,610.00
5	EMI Start Date	05-12-2022
6	EMI End Date	05-05-2024
7	Gross Tenure (months)	18
8	Net Tenure (months)	18
9	Rate of Interest (%) p.a.	19.0
10	First EMI Due On	05-12-2022
11	Maturity Date	05-05-2024
12	Processing Fee	0.0

- Please ensure your bank account has sufficient balance till your EMI is cleared for the month
- As mentioned in the loan agreement, all the repayment of dues will need to be paid by the due date to avoid penal charges

Repayment Schedule Personal Loan Account No. 466CC319D9BF

Due Date	Principal Due	Interest Due	Total Due	Balance
05-12-2022	8032.00	1578.00	9610.00	141468.00
05-01-2023	7370.00	2240.00	9610.00	134098.00
05-02-2023	7487.00	2123.00	9610.00	126611.00
05-03-2023	7605.00	2005.00	9610.00	119006.00
05-04-2023	7726.00	1884.00	9610.00	111280.00
05-05-2023	7848.00	1762.00	9610.00	103432.00
05-06-2023	7972.00	1638.00	9610.00	95460.00
05-07-2023	8099.00	1511.00	9610.00	87361.00
05-08-2023	8227.00	1383.00	9610.00	79134.00
05-09-2023	8357.00	1253.00	9610.00	70777.00
05-10-2023	8489.00	1121.00	9610.00	62288.00
05-11-2023	8624.00	986.00	9610.00	53664.00
05-12-2023	8760.00	850.00	9610.00	44904.00
05-01-2024	8899.00	711.00	9610.00	36005.00
05-02-2024	9040.00	570.00	9610.00	26965.00
05-03-2024	9183.00	427.00	9610.00	17782.00
05-04-2024	9328.00	282.00	9610.00	8454.00
05-05-2024	8454.00	134.00	8588.00	0.00

Aditya Birla Finance Limited

(A subsidiary of Aditya Birla Capital Ltd.)

One World Center, Tower 1-C, 18th Floor, 841, Jupiter Mill Compound,
Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013.
+91 22 4356 7100 | (F) +91 22 4356 7266 | Toll-free number 1800-270-7000
care.finance@adityabirlacapital.com | <https://abfl.adityabirlacapital.com/>

Registered Office:

Indian Rayon Compound, Veraval,
Gujarat -362 266
CIN: U65990GJ1991PLC064603



Annexure I**SANCTION LETTER****Date:** 14-11-2022**Molleti Hareesh****H N 31-7-142, kummari veedi, Allipuram, allipuram, Visakhapatnam urban , Visakhapatnam, Visakhapatnam Urban , Andhra Pradesh, Visakhapatnam Urban , 530004**

Dear Sir / Madam,

Please refer to your loan application **#466CC319D9BF** for a loan facility from ADITYA BIRLA FINANCE LIMITED made through Camden Town Technologies Pvt. Ltd. ("**ZestMoney**") through ZestMoney's technology platform <https://zestmoney.in/>.

We are happy to provide the credit facility on the following broad Terms & Conditions.

1	Type of Facility/Loan	Consumer Loan
2	Sanction Amount	INR. 149,500.00 (Rupees One Lakh Forty Nine Thousand Five Hundred only)
3	Rate of Interest % p.a. (Annualized)	19.0% declining per year
4	Tenor (Months)	18
5	Availability Period	This loan may be availed by you within 30 (thirty) days from the date of this letter.
6	Repayment Details	The principal and interest shall be repaid by paying 9,610.00/month for 18 months.
7	Repayment Start Date	05-12-2022
8	Other Conditions	(i) You can make an early repayment of the amounts due under this loan, in part or in full, at any time. (ii) ZestMoney may collect amounts payable by you on our behalf using the National Automated Clearing House mandate or similar payment mandates provided by you. In addition, ZestMoney may also charge a fee for facilitating this transaction. (iii) Non-payment of amounts due on the relevant due dates may have adverse consequences including: (i) having your details reported to the credit bureaus; and (ii) suitable legal action as may be necessary to recover the outstanding amounts.

This offer is valid up to 30 working days from the date of issue.

Aditya Birla Finance Limited

(A subsidiary of Aditya Birla Capital Ltd.)

One World Center, Tower 1-C, 18th Floor, 841, Jupiter Mill Compound,
Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013.

+91 22 4356 7100 | (F) +91 22 4356 7266 | Toll-free number 1800-270-7000

care.finance@adityabirlacapital.com | <https://abfl.adityabirlacapital.com/>**Registered Office:**Indian Rayon Compound, Veraval,
Gujarat -362 266

CIN: U65990GJ1991PLC064603



This Sanction Letter may not be construed as a binding commitment on us to disburse the above mentioned credit facility, unless you have accepted the standard loan terms in a form and manner acceptable to us and the conditions for disbursement set out therein are fulfilled to our satisfaction.

ADITYA BIRLA FINANCE LIMITED

This is a system generated document, hence no signature required

Time Stamp: 14-11-2022 15:58:05

Name of Borrower: Molleti Hareesh

Signature of Borrower

By clicking "I accept" You electronically sign and accept these Loan Terms including the Sanction Letter and agree to be legally bound by its terms. Your acceptance of these Loan Terms shall constitute Your agreement to irrevocably accept and to be unconditionally bound by all the terms and conditions set out in these Loan Terms, and Your acknowledgement and confirmation that this Agreement (along with the Sanction Letter) have been duly read and fully understood by You.

Date: 14-11-2022 17:33:28

IP: 117.209.174.239

Aditya Birla Finance Limited

(A subsidiary of Aditya Birla Capital Ltd.)

One World Center, Tower 1-C, 18th Floor, 841, Jupiter Mill Compound,
Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013.
+91 22 4356 7100 | (F) +91 22 4356 7266 | Toll-free number 1800-270-7000
care.finance@adityabirlacapital.com | <https://abfl.adityabirlacapital.com/>

Registered Office:

Indian Rayon Compound, Veraval,
Gujarat -362 266
CIN: U65990GJ1991PLC064603



Annexure II**Key Fact Statement****Date:** 14-11-2022**Application No:** 466CC319D9BF**Customer Name:** Molleti Hareesh (You/Your/Yours)**Lender:** Aditya Birla Finance Limited (Us/We/Our)**Lending Service Provider:** Camden Town Technologies Private Limited ("ZestMoney")**A. Payment Related Terms**

	Details	Amount
	1) Loan Term	18 months
Principal, Fees & Charges	2) Loan Amount (in Rupees)	149,500.00
	3) Up-front charges	
	a) Processing fees (in Rupees)	0.0
	b) Insurance charges (in Rupees)	0.00
	c) Others (if any)	
	4) Net disbursed amount	149,500.00
Interest	5) Total interest payable during the entire tenure of the loan (in Rupees)	22,458.00
	6) Annual Percentage Rate ("APR")	18.99% per annum
Repayment	7) Repayment frequency	Monthly. Payments should be made on the 5th day of every month.
	8) Number of instalments of repayment	18
	9) Amount of each repayment installment <i>Note: Please refer to the <u>Annexure</u> for the detailed repayment schedule</i>	9,610.00
	10) Total amount to be repaid by the Customer	171,958.00
CONTINGENT CHARGES		
	11) Penalty for prepayment of loan (in Rupees)	Not Applicable
	12) Late payment charges each due date on which the Instalment is not paid in full (in Rupees)	250
	13) Other charges (if any)	

B. Cooling-off Period

You may, within **30 days** from availing the Loan, prepay the Loan by paying the principal amount and the proportionate APR without any prepayment penalty.

C. Customer Support

Aditya Birla Finance Limited
(A subsidiary of Aditya Birla Capital Ltd.)

One World Center, Tower 1-C, 18th Floor, 841, Jupiter Mill Compound,
Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013.
+91 22 4356 7100 | (F) +91 22 4356 7266 | Toll-free number 1800-270-7000
care.finance@adityabirlacapital.com | <https://abfl.adityabirlacapital.com/>

Registered Office:

Indian Rayon Compound, Veraval,
Gujarat -362 266
CIN: U65990GJ1991PLC064603



It is our constant endeavour to provide you with the best possible service and care. In case of any grievances (including concerns about staff behaviour) you may reach out to the Grievance Redressal Officer ("GRO") of either the Lender or ZestMoney as per the details provided below:

A. Lender**Name:** Smita Nadkarni**Email:** grievance.finance@adityabirlacapital.com**Phone:** 08045860196**B. ZestMoney****Name:** Sudharshan Krishnamurthy**Designation:** GRO**Email ID:** help@zestmoney.in**Contact No:** +91-7440084400**Address:** ZestMoney (Camden Town Technologies Pvt Ltd),

Ground & Third Floor, Indique Celestia, Site No. 19 & 20, Koramangala 1A Block, Koramangala, Bengaluru, Karnataka 560034

Our team will be available between 9:00 AM to 7:00 PM on weekdays (except on public holidays).

D. Collection Strategy

1. Us or ZestMoney or our representatives may reach out to You to remind You to repay your overdue amounts. These communications will be undertaken mostly through emails, SMS, IVR or tele-calling.
2. We will first identify ourselves over the phone calls. All calls will be made between 8.00 AM to 7.00 PM and be recorded as per the requirement of the code of conduct stipulated by the Reserve Bank of India.

Time Stamp: 14-11-2022 15:58:05

Signature of Borrower

By clicking "I accept" the Borrower electronically signs and accepts these Loan Terms including the Sanction Letter and KFS and agrees to be legally bound by its terms. The Borrower's acceptance of these Loan Terms shall constitute the Borrower's agreement to irrevocably accept and to be unconditionally bound by all the terms and conditions set out in these Loan Terms, and the Borrower's acknowledgement and confirmation that this Agreement (along with the Sanction Letter) have been duly read and fully understood by the Borrower.

Date: 14-11-2022 17:33:28

IP: 117.209.174.239

Aditya Birla Finance Limited

(A subsidiary of Aditya Birla Capital Ltd.)

One World Center, Tower 1-C, 18th Floor, 841, Jupiter Mill Compound, Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013.

+91 22 4356 7100 | (F) +91 22 4356 7266 | Toll-free number 1800-270-7000

care.finance@adityabirlacapital.com | <https://abfl.adityabirlacapital.com/>**Registered Office:**

Indian Rayon Compound, Veraval, Gujarat - 362 266

CIN: U65990GJ1991PLC064603





Aditya Birla Finance Limited
(A subsidiary of Aditya Birla Capital Ltd.)

One World Center, Tower 1-C, 18th Floor, 841, Jupiter Mill Compound,
Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013.
+91 22 4356 7100 | (F) +91 22 4356 7266 | Toll-free number 1800-270-7000
care.finance@adityabirlacapital.com | <https://abfl.adityabirlacapital.com/>

Registered Office:

Indian Rayon Compound, Veraval,
Gujarat -362 266
CIN: U65990GJ1991PLC064603

