

APPLICATION FORM

I. INTRODUCTION

1. This application form together with its annexure ("**Loan Terms and Conditions**") appended hereto constitutes the loan application (hereinafter referred to as the "**Loan Application**").
2. The applicant (hereinafter referred to as the, "**Applicant**", which expression shall mean each one of them unless repugnant to the context and shall also mean and include their legal heirs, representatives in interest, executors, administrators, successors and permitted assigns as the context may admit or require) who wish to avail of the Loan (as defined hereinafter) from the Lender (as defined hereinafter) may apply for the same by submitting the Loan Application complete in all respects along with supporting documents to the Facility Agent (as defined hereinafter).
3. Request of the Loan by Applicant vide the Loan Application, sanction of the Loan by Lender, disbursement of the Loan, repayment of the Loan and payment of interest thereon along with other monies payable, and other incidental and ancillary matters in relation to the Loan shall be subject to and governed by the terms and conditions contained in the Loan Documents (as defined hereinafter).
4. By Clicking the "I Accept" button at the end of the loan agreement, the loan application would be electronically submitted. Submission of the Loan Application to the Facility Agent constitutes an expression of willingness to contract on the Loan Terms and Conditions made with an express intention that it is to become binding on the Applicant irrevocably as soon as it is submitted to the Facility Agent and the Applicant hereby expressly acknowledges that the disbursement of the Loan (or any part thereof) into the Disbursement Account (as defined hereinafter) shall constitute such acceptance by the Lender resulting in formation of a binding contract between the Applicant and the Lender. Provided however, the absolute discretion to accept or reject the Loan Application submitted by the Applicant shall be with the Lender.
5. **Neither the submission of the Loan Application by the Applicant to the Facility Agent nor the receipt of the Loan Application by the Facility Agent constitutes any commitment from any Lender to lend (on either an express or implied basis) and does not impose any obligations on any Lender.**
6. All capitalised terms used but not specifically defined hereinabove shall have the respective meanings given to such terms in the Loan Terms and Conditions.

II. DETAILS OF THE APPLICANT

1. Applicant Details	Application Form Individual
Name	Pradeep K L
Father Name	K Laxminarayana
Mother Name	Nagarathna
Date of Birth	23-10-1986

Gender	Male
Marital Status	Married
Citizenship	IN- Indian
Residential Status	Resident Individual
Occupation Type	
2. PROOF OF IDENTITY	
Document Name	Aadhaar
Document Number	*****0826
Expiry Date (if any)	
3. PROOF OF ADDRESS	
3.1. CURRENT/PERMANENT/OVERSEAS ADDRESS DETAILS	
Address Type	Permanent
Proof of Address	Bank Statement
Line 1	NO 12/1, B CROSS KATHRIGUPPA MAIN ROAD, LORD KRISHNA SCHOOL NEAR, BANGALORE, KARNATAKA, 560085, INDIANO 12/1, B CROSS KATHRIGUPPA MAIN ROAD, LORD KRISHNA SCHOOL NEAR, BANGALORE, KARNATAKA, 560085, INDIA
Line 2	
Line 3	
City/Town/Village	Bangalore
District	
Pin/Post Code	560085
State/U.T Code	
3.2. CORRESPONDENCE/LOCAL ADDRESS DETAILS	
Line 1	#12/1, B cross, Katriguppe main road, BSK 3rd stage
Line 2	Banashankari
Line 3	
City/Town/Village	Bangalore
District	
Pin/Post Code	560085
State/U.T Code	
4. CONTACT DETAILS	
Email ID	kl.pradeep@gmail.com
Mobile	919964399490

III. DETAILS OF THE LOAN AND OTHER CHARGES

LOAN DETAILS	
End use	Consumer Loan
Loan	Term loan of an amount of INR 205,000.00 /-.
Interest Rate	18.12% per year. Interest will be charged on a flat rate basis.
Mode of disbursement	Any disbursement of the Loan or any part thereof shall be made into the Disbursement Account mentioned below or to the Merchant account directly.
Disbursement Account	UpGrad
Tenor	12 month(s)
Collection Account	Account Name: Camden town technologies Pvt Ltd Repayment Nodal A/c Account Number: 002267800000091

	Bank Name: Yes Bank Branch Address: Bangalore IFSC Code: YESB0000022				
Down Payment	INR 0.00				
OTHER CHARGES					
Default Interest Rate	18.12% plus 0%				
Collection Charges	Nil				
Swap Charges	Nil				
Prepayment Premium	Nil				
Bounce Charges (over and above the charges levied by the bank)	First presentation: Nil Second presentation: Nil				
Cancellation Charges	Nil				
REPAYMENT DETAILS					
Number of monthly installments	12				
Total amount payable	INR 243331.00/-				
Scheduled EMI payment start date	07-10-2019				
Scheduled EMI payment end date	07-09-2020				
REPAYMENT SCHEDULE					
Due Date	Principal Due (INR)	Interest Due (INR)	Fees Due (INR)	Total Due (INR)	Balance (INR)
07-10-2019	17083.0	3096.0	0.0	20179.0	187917.0
06-11-2019	17083.0	3096.0	0.0	20179.0	170834.0
06-12-2019	17083.0	3096.0	0.0	20179.0	153751.0
06-01-2020	17083.0	3096.0	0.0	20179.0	136668.0
06-02-2020	17083.0	3096.0	0.0	20179.0	119585.0
06-03-2020	17083.0	3096.0	0.0	20179.0	102502.0
06-04-2020	17083.0	3096.0	0.0	20179.0	85419.0
06-05-2020	17083.0	3096.0	0.0	20179.0	68336.0
06-06-2020	17083.0	3096.0	0.0	20179.0	51253.0
06-07-2020	17083.0	3096.0	0.0	20179.0	34170.0
06-08-2020	17083.0	3096.0	0.0	20179.0	17087.0
07-09-2020	17087.0	3096.0	0.0	20183.0	0.0

V. DECLARATIONS BY THE APPLICANT

1. I declare that all the particulars and information and details given/filled in this Loan Application are true, correct, complete and up-to-date in all respects and that I have not withheld any information whatsoever.
2. I do hereby represent, warrant, make and confirm to Lender each of the representations, declarations, warranties and confirmations set out in the Loan Application and do hereby further represent, warrant and confirm to Lender that each of such representations, declarations, warranties and confirmations are, true, correct, valid and subsisting in every respect as of the date of this Loan Application, and all such representations, declarations, warranties and agreements shall survive the submission of this Loan Application, the provision of the Loan pursuant to this Loan Application and the repayment/payment in full of the Loan and all monies in respect thereof.

3. I confirm that no insolvency proceedings or suits for recovery of outstanding dues or monies whatsoever or for attachment of my assets or properties and/or any criminal proceedings have been initiated and/or are impending against me and that I have never been adjudicated insolvent by any court or other authority. I have not taken any action and no other steps have been taken or legal proceedings started by or against me in any court of law / other authorities for winding up, dissolution, administration or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer or for my assets.
4. I confirm that I shall use the Loan only for the end use specified in the Loan Details and the Loan shall not be used for any improper or illegal or unlawful purposes/activities.
5. I have fully read and understood all the terms and conditions contained in this Loan Application (including but not limited to the Loan Details and the Loan Terms and Conditions), copy of which has been provided to me.
6. I acknowledge and agree that the grant of the Loan by Lender to me shall be subject to compliance by me of the terms and conditions contained in the Loan Application and other Loan Documents.
7. I confirm that all details and terms (including the amount of the Loan, rate of interest, default interest rate, charges and fees) have been filled-in this Loan Application (including the Loan Details) prior to submission of the same to Facility Agent and that there are no blanks.
8. I understand and acknowledge that the Loan if provided by Lender, based on this Loan Application submitted by me, is a commercial transaction and I waive any defence under usury or other laws relating to the charging of the interest.
9. I understand and acknowledge that Lender shall have the absolute discretion, without assigning any reasons (unless required by applicable law), to reject our application and not sanction/disburse the Loan and that Lender shall not be responsible/liable in any manner whatsoever to me for such rejection or any delay in notifying me of such rejection and any costs, losses, damages or expenses, or other consequences, caused by reason of such rejection /non-disbursement or any delay in notifying me of such rejection non-disbursement.
10. This Loan Application has been duly and validly executed by me or on my behalf and when accepted/acted upon by Lender/Facility Agent would constitute legal and valid obligations that are binding on and enforceable against me in accordance with the terms and conditions contained in the Loan Documents. The disbursement of the loan to any third party on behalf of the applicant shall be treated as the loan having been disbursed to the Applicant.
11. I have exercised due care and caution and have made well informed independent decision (including if necessary, obtaining of advise of tax/legal/accounting/financial/other professionals) prior to applying for the Loan and signing the Loan Documents.
12. I acknowledge that identical products with identical tenor and availed during the same period may attract different interest rates for different customers. Interest rates could vary depending upon consideration of all or combination of multiple factors including but not limited to the following:
 - Credit and default risk in the related business segment
 - Historical performance of similar homogeneous clients
 - Profile of the applicant
 - Industry segment
 - Repayment track record of the applicant
 - Nature and value of collateral security
 - Secured vs unsecured loan
 - Loan ticket size
 - Credit rating of the applicant
 - Loan tenor
 - Location delinquency and collection performance
 - Other indebtedness of the applicant.

Annexure

LOAN TERMS AND CONDITIONS**I. DEFINITIONS**

In these Loan Terms and Conditions, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings

"Additional Covenants" means the terms and conditions as may be stipulated by the Facility Agent/ Lender in the Facility Letter under the heading 'Additional Covenants' which in addition to the terms and conditions contained in the Loan Application shall govern the Loan.

"Affiliate" means, with respect to an Applicant, another person which is (a) Controlled, directly or indirectly, by such Applicant; or (b) Controlling, directly or indirectly, and singly or together with other Affiliates, such Applicant; or (c) directly or indirectly under the same Control as such Applicant.

"Applicable Law" means any statute, law, regulation, ordinance, rule, judgement, order, decree, ruling, bye-law, approval of any Competent Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Competent Authority having jurisdiction over the matter in question, whether in effect as of the date of the Loan Application or at any time thereafter.

"Application Form" means the application form to which this Loan Terms and Conditions is appended to.

"Authorisations" means all approvals, authorisations, concessions, consents, permits, licenses and all rights granted by and all filings, registrations and agreements with any person (including any Competent Authority) necessary for the business carried on by the Applicant.

"Bounce Charges" means the charges specified as such in the Loan Details.

"Business Day" means a day that is not a Public Holiday.

"Cancellation Charges" means the charges specified as such in the Loan Details.

"Collection Account" means and refers to the account specified as such in the Loan Details.

"Collection Charges" means the charges specified as such in the Loan Details.

"Competent Authority" means any regulatory authority, or the Government of India, or any regional or municipal authority thereof, or other central, state or local Government or any legislature, ministry, department, commission, board, authority, instrumentality, agency, political sub-division or commission under the direct or indirect control of the Government of India, or any State Government or any political sub-division of either of them, or the RBI as to matters of policy or otherwise, owned or controlled by the Government of India or any State Government or any of their sub-divisions or any court, tribunal, judicial or regulatory body within India or any other court, administrative agency or arbitrator.

"Conditions Precedent" shall have the meaning assigned to such term in Clause 2 (Conditions Precedent) below.

"Credit Information Company" means a company within the meaning of the Companies Act, 2013 and which has been granted a certificate of registration under sub-section (2) of Section 5 of the Credit Information Companies (Regulation) Act, 2005.

"Default Interest Rate" shall mean the rate of interest specified as such in the Loan Details.

"Disbursement Account" means and refers to the account specified as such in the Loan Details.

"Event of Default" means any event or circumstance specified as such in Clause 11 (Events of Default) of this Loan Terms and Conditions.

"Facility Agent" means ZestMoney (Camden Town Technologies Private Limited, Ground Floor And Third Floor, Municipal No 20, Site No 19 And 20, Indique Celestia, Sarjapur Main Road, Kormangala J Block, 23rd Cross, Bengaluru (Bangalore) Urban, Karnataka, 560034).

"Facility Letter" means and refers to the most important terms and conditions document containing the summary of the terms and conditions governing the Loan (including Additional Covenants) issued by the Facility Agent/Lender in relation to the Loan Application.

"Financial Indebtedness" means any indebtedness for or in respect of:

1. moneys borrowed;
2. any amount raised by acceptance under any credit facility;
3. any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
4. any amount payable for redemption of any redeemable preference share which:
 1. is redeemable at the option of the Applicant; or
 2. according to the terms of its issue, is redeemable prior to the maturity of this Loan;
5. the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;
6. receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
7. any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
8. the acquisition cost of any asset or service to the extent payable before or after its acquisition or possession by the party liable where the advance or deferred payment:
 1. is arranged primarily as a method of raising finance or of financing the acquisition of that asset or service or the construction of that asset or service; or
 2. involves a period of more than six months before or after the date of acquisition or supply;
9. any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);

10. any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
11. any obligation under any call or put option arrangement in respect of any shares or any form of guarantee or indemnity in respect of any call or put option arrangement; and
12. without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (k) above.

"Interest Rate" shall mean the rate of interest specified as such in the Loan Details.

"Information Utility" shall have the meaning assigned to it under the Insolvency and Bankruptcy Code, 2016.

"Lender" means Northern Arc Capital Limited (formerly IFMR Capital Finance Limited), a company incorporated under the Companies Act, 1956 and a non-banking finance company registered with the Reserve Bank of India, having its registered office at IIT-M Research Park, Phase 1, 10th Floor, No. 1 Kanagam Village, Taramani, Chennai - 600 113, Tamil Nadu, India.

"Loan" shall mean the loan specified as such in the Loan Details.

"Loan Details" means the details of the Loan and other charges applicable in relation to the Loan specified under the heading 'DETAILS OF THE LOAN AND OTHER CHARGES' in the Application Form.

"Loan Documents" means the Loan Application, Repayment Schedule, Facility Letter, guarantee deed(s) (if applicable) and include all writings and other agreement(s), document(s) or deed(s) executed or entered into, or to be executed or entered into, by the Applicant or, as the case may be, any other person, in relation, or pertaining, to the Loan and each such Loan Document as amended from time to time and "Loan Document" shall mean any one of them.

"Material Adverse Change" means any set of circumstances or events, which is or may, reasonably determined by the Facility Agent/Lender, be expected to have a material and adverse effect upon the Applicant or its business, financial condition, results and/or operations.

"Outstanding Amounts" means all amounts payable by the Applicant pursuant to the terms of the Loan Documents, including without limitation:

1. the principal and interest on the Loan, default interest and Prepayment Premium and all other indebtedness, obligations and liabilities of the Applicant whatsoever including indemnities, costs, charges expenses, fees and interest incurred under, arising out of or in connection with Loan Documents; and
2. in the event of any proceedings for the collection or enforcement of any amounts payable under the Loan Documents, after an Event of Default shall have occurred and be continuing, the expenses of legal fees and court costs.

"Prepayment Premium" means the amount specified as such in the Loan Details.

"Processing Charges" means the charges specified as such in the Loan Details.

"Public Holiday" means Saturday, Sunday or a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881), and days on which banks are not open for business in Chennai.

"RBI" means the Reserve Bank of India.

"Repayment Schedule" means the repayment schedule set out under the heading 'Repayment Schedule' in the Loan Details.

"Swap Charges" means the charges specified as such in the Loan Details.

"Tax" or "Taxes" means any and all present or future claims for tax, levy, impost, duty, cess, surcharge or other charge of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) including on gross receipts, sales, turn-over, value addition, use, consumption, property, income, franchise, capital, occupation, license, excise, documents (such as stamp duties) and customs duty, import duty and other taxes, duties.

"Tenor" means the period as specified in the Loan Details, for which the Loan has been provided and within which period the Loan along with accrued interest and other additional interest, charges and payments shall be paid/repaid to the Lender.

II. INTERPRETATION

In these Loan Terms and Conditions, unless the context otherwise requires:

1. Headings to Clauses are inserted for the convenience of reference only and shall not form part of the operative provisions and shall not be taken into consideration in its interpretation or construction.
2. Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa.
3. Words and expressions used and not defined here shall have the meanings assigned to them in the General Clauses Act, 1887 if they are defined there.
4. References to a Recital, Clause, Schedule or Annexure are, unless the context otherwise requires, to a recital to, a clause of, schedule to or an annexure to this Loan Terms and Conditions, which shall constitute an integral operative part of this Loan Terms and Conditions.
5. The term 'person' includes an individual (including a proprietorship), partnership firm, limited liability partnership, company, a co-operative society and association of persons whether incorporated or not.
6. Any reference to an agreement, deed or document shall mean such agreement, deed or document as amended, modified and altered from time to time.
7. Any reference to any enactment or statutory provision is a reference to it as it may have been, or may from time to time, be amended, modified, consolidated or re-enacted.
8. Consent, permission, approval or no-objection (by whatever name called) shall mean prior written consent of the Facility Agent with the concurrence of Lender or Lender.
9. Words and abbreviations, which have well known technical or trade/commercial meanings are used in the Loan Agreement in accordance with such meanings.
10. The arrangement of Clauses in these Loan Terms and Conditions shall have no bearing on their interpretation.

III. COVENANTS

1. SANCTION AND DISBURSEMENT OF LOAN

1.1. Sanction and disbursement of the Loan being the amount specified as such in the Loan Details shall be at the absolute discretion of Lender, subject to consideration of this Loan Application and all other particulars / documents (whether in relation to KYC or otherwise) furnished by me to the Facility Agent and compliance of all formalities and terms and conditions (including these Loan Terms and Conditions) by the Applicant in connection with the availing/disbursement of the Loan to the satisfaction of Lender. The Lender will only be obliged to fund a Loan in accordance with Loan Documents if there no Event of Default.

1.2. Notwithstanding anything contained in the Loan Documents, the Facility Agent/Lender shall have the unconditional right to cancel all or any undrawn portion of the Loan, in whole or in part, at any time during the subsistence of the Loan, without giving any prior notice to Applicant, for any reason whatsoever, including but not limited to occurrence of an event which in the opinion of the Lender constitutes or may constitute deterioration in the creditworthiness of the Applicant, or non-compliance of any terms and conditions of any Loan Document.

2. CONDITIONS PRECEDENT TO DISBURSEMENT OF LOAN

2.1. Lender shall not be obliged to disburse the Loan unless and until the Applicant has fulfilled the following requirements (**Conditions Precedent**):

1. The Applicant shall have executed and delivered to the Facility Agent the duly filled post-dated cheques, demand promissory note and/or electronic payment instructions in the form and manner required by the Facility Agent favouring the Collection Account;
2. Copy of any approvals required by the Applicant to execute the Loan Document including consent of other lenders of the Applicant (if applicable);
3. Payment of Processing Charges to the Collection Account; and
4. Provide any other forms, particulars and documents required by the Facility Agent.

3. REPAYMENT AND REPAYMENT MODE

3.1. The Applicant shall repay the outstanding principal amount under the Loan and pay the interest thereon in Indian Rupees in accordance with the Repayment Schedule. The interest on the Loan shall be paid at the Interest Rate and shall accrue from the date of disbursement of the Loan to the Applicant and shall be computed at such periodicity as stated in the Loan Details taking the basis of 365 days in a year/366 days for a leap year at the Interest Rate as stated in the Loan Details.

3.2. In the event of delay on the part of the Applicant in making any payment to Lender as contemplated in the Loan Documents, the Applicant shall, without prejudice to the other rights or remedies of Lender under the Loan Documents, pay additional interest at Default Interest Rate on the amount overdue from the date of such payment default till the date such default is cured. The Applicant agrees that the copy of the statement of accounts issued by the **Facility Agent** duly certified as correct shall be binding on the Applicant as sums due and payable under the Loan Documents.

3.3. In the event a date mentioned in the Repayment Schedule, as the case may be, falls on a Public Holiday then the instalment pertaining to that date shall be paid by the Applicant on the succeeding Business Day.

3.4. Repayment of principal, accrued interest and other monies payable under the Loan Terms and Conditions and the Loan Documents; and in relation to the Loan shall be by way of post-dated cheques, electronic payment instructions or by Applicant's remittance by cash or by demand drafts or any other accepted modes of transfer of funds permitted under the Indian banking system and towards this purpose the Applicant shall deliver to the Facility Agent duly filled post-dated cheques (PDCs) / electronic clearing services (ECS) / automated clearing house (ACH) mandates in a manner required by the Facility Agent from time to time. In case of dishonour of any cheque/electronic payment instruction delivered to the Facility Agent as aforesaid, Bounce Charges as stated in the Loan Details shall be payable by the Applicant to the Lender.

3.5. The levy of charge upon dishonouring of the cheque or electronic payment instructions is without prejudice to the rights of Lender under of the Negotiable Instruments Act, 1881 or the Payment and Settlement Systems Act, 2007, as the case may be, and without prejudice to the other rights, which Lender have under the Loan Documents or under Applicable Law or equity.

3.6. If any or all of the post-dated cheque(s)/demand promissory note delivered to the Facility Agent as aforesaid by the Applicant in terms hereof is/are lost, destroyed or misplaced while in the custody of the Facility Agent or become(s) non encashable due to death, insolvency, lunacy, termination of authority or otherwise of the signatory or any or more of the signatories (if more than one) thereof or for any other reason whatsoever, then in such an event, the Applicant shall, on receipt of the intimation of such loss, destruction or misplacement (as the case may be) from the Facility Agent or immediately on the said post-dated cheques/demand promissory note or any of those being non encashable, deliver to the Facility Agent such numbers of post-cheques/demand promissory note as are adequate to replace those that have been lost, destroyed, misplaced or become non encashable, or make such suitable alternative arrangement for repayment of Loan as is acceptable to and is approved by the Facility Agent.

3.7. Lender shall have a right to apply towards amounts due and payable under the Loan Documents any payments received by Lender from the Applicant in the order Lender deem fit, towards (i) Prepayment Premium; (ii) costs, charges, expenses and other monies including cost of maintaining legal proceedings, if any; (iii) interest on costs, charges, expenses and other monies; (iv) service charges and fees, if any; (v) interest, including additional interest, if any; (vi) repayment of installments of principal due and payable in related to the Loan.

4. PREPAYMENT AND MANDATORY PREPAYMENT

4.1. The Applicant may prepay the Outstanding Amounts, in full and not in part, upon providing the Facility Agent or Lender with a written notice of 7 (seven) Business Days subject to payment of Prepayment Premium.

4.2. If it becomes unlawful for the Lender to provide the Loan as set out in Loan Terms and Conditions due to any change in the Applicable Laws:

1. the Lender shall notify the Applicant and the Facility Agent upon becoming aware of that event;
2. if such event occurs prior to disbursement of the Loan, upon the Lender notifying the Applicant, the Loan will be immediately cancelled; and

3. if such event occurs after the disbursement of the Loan, the Applicant shall immediately repay the Loan(s) along with the other Outstanding Amounts within 15 (fifteen) days of receipt of such notice.

5. LIEN AND SET-OFF

5.1. Upon occurrence of any Event of Default, Lender shall have the right of lien and set-off and apply any and all assets, security, credits, money or properties of the Applicant in the possession or control of Lender against any obligation of the Applicant to the Lender.

5.2. In addition to any general lien or similar right to which Lender may be entitled by law, Lender may, upon the occurrence of an Event of Default, at any time and without notice to the Applicant, combine or consolidate all or any of the Applicant's accounts with and liabilities to Lender and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the Applicant's liabilities to Lender on any other account or in any other respect, whether such liabilities be actual or contingent, primary or collateral and several or joint.

5.3. It is agreed, acknowledged and understood by the Applicant that if the Applicant commits a default in related to the Loan, then such default shall be and deemed to be a default of all the other loans availed of by the Applicant, and notwithstanding anything contrary elsewhere contained in any writing or otherwise, and Lender shall regard all the borrowings of the Applicant as immediately due and payable and Lender shall be entitled to recall all the facilities granted to the Applicant.

5.4. Lender shall not be obliged to exercise any right given to it under this Clause 5 (Lien and Set-off).

6. FACILITY AGENT AND AGENCY

6.1. The Applicant hereby expressly agrees and acknowledges that Facility Agent will, in accordance with the terms as may be agreed between the Facility Agent and Lender from time to time, act as the facility agent of Lender (other than the Facility Agent) to facilitate transactions contemplated under the Loan Documents.

6.2. The Applicant expressly recognizes and accepts that Lender shall, without prejudice to its right to perform such activities itself or through its officers or servants, be absolutely entitled and have full powers and authority to appoint one or more third parties of their choice and to transfer and delegate to such third parties the right and authority to collect on behalf of Lender the amounts payable by the Applicant to Lender in relation to the Loan and to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto including sending notices of demand, attending the residence or office of the Applicant or otherwise contacting the Applicant; or receiving the amounts due and recovering the amounts overdue;.

7. COMMUNICATIONS AND NOTICES

All notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted herein will be in writing and will be deemed duly served : (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party) or electronic mail; (iii) on the expiry of 3

(three) Business Days after posting if sent by registered post or speed post with acknowledgement due; or (iv) upon actual receipt, if sent by reputable courier, to the addresses as set forth below or at such other address as the Party to be served may have notified as its address for service of notices to be given in terms hereof, provided however, no notice to Lender shall be effective until actually received by them:

For Lender

The address for service of any notice to the Lender in relation to the Loan will be the address(es) set out in the Lender and if the Lender is more than one, the notice shall be served to each one of them. The lender, Northern Arc Capital Limited (formerly IFMR Capital Finance Limited), has its registered office at IIT-M Research Park, Phase 1, 10th Floor, No. 1 Kanagam Village, Taramani, Chennai - 600 113, Tamil Nadu, India.

For Applicant

The address for service of notices to the Applicant will be the address(es) set out in the Application Form. If Applicant is more than one person, a notice to any one of them shall be deemed to be given to all of them.

For Facility Agent

The address for service of notices to the Facility Agent will be the address(es) set out in the Facility Agent, registered at Camden Town Technologies Private Limited, Ground Floor And Third Floor, Municipal No 20, Site No 19 And 20, Indique Celestia, Sarjapur Main Road, Kormangala J Block, 23rd Cross, Bengaluru (Bangalore) Urban, Karnataka, 560034.

8. OTHER RIGHTS OF THE LENDER

8.1. Lender be entitled at their absolute discretion and in the manner they deem fit to disclose /publish any information about the Applicant, his/her account relationship with Lender and /or any default committed by him/her in repayment of amounts/payment of interest (whether such information is provided by the Applicant or obtained by Lender themselves and whether in form or repayment conduct, rating or defaults) to its affiliated entities, its auditors, RBI, Banks, financial institutions, credit information companies, any refinancing agency and such third parties including rating agencies as Lender may, in their absolute discretion, deem fit and proper.

8.2. Facility Agent and Lender shall have the right to inspect books of accounts and other records maintained by the Applicant.

8.3. The Applicant acknowledge(s) that certain services may be outsourced by Lender to various service provider/ third parties and in pursuance of which Applicant information may be disclosed by Lender to such service provider/third parties. The Applicant hereby gives its consent to disclosure by Lender to such service provider/third parties confidential information relating to Applicant and disclaims any liability that may arise by such disclosure by Lender. Further, the Applicant accepts and recognizes that Lender shall enter into outsourcing arrangement and that any such arrangement shall comply with the regulations/directions provided by the RBI from time to time.

8.4. In the event of default in payments or other obligations under the Loan Documents, Lender and their representatives shall have the right to visit, call at his/her office and/or residence.

9. REPRESENTATIONS AND WARRANTIES OF THE APPLICANT

9.1. The Applicant hereby represents, warrants and undertakes as follows and acknowledges that any decision of Lender to grant the Loan to the Applicant will be in reliance of the following representations, warranties and undertakings:

1. The Applicant is a resident Indian and is (i) competent in law to execute the Loan Documents and avail the Loan; and (ii) will continue to remain so during the tenure of this Loan and the Applicant shall not leave India for employment or business or for long term stay abroad without fully repaying the Loan then outstanding together with accrued interest and other monies payable in relation to the Loan.
2. The Applicant shall utilize the Loan only for the end use specified in the Loan Details and not for any improper, illegal, unlawful, speculative or capital market related activities.
3. The Applicant declares that all information given in the Loan Application and the supporting documents is true, complete and accurate and no misrepresentation, either directly or otherwise, has been made.
4. All acts, conditions and things required to be done, fulfilled and performed in order to:
 1. enable the Applicant lawfully to enter into, exercise its rights under and perform and comply with the obligations expressed to be assumed by it under the Loan Terms and Conditions and each of the Loan Documents to which it is party;
 2. ensure that the obligations expressed to be assumed by the Applicant under the Loan Terms and Conditions and each of the Loan Documents to which it is party are valid, enforceable and binding; and
 3. make each of the Loan Documents valid and admissible in evidence in India; have been done, fulfilled and performed.
5. The execution, delivery and performance by the Applicant of the Loan Documents and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under:
 1. any law to which the Applicant is subject; or
 2. any order, judgement or decree applicable to the Applicant; or
 3. any term, condition, covenant, undertaking, agreement or other instrument to which the Applicant is a party or by which the Applicant is bound.
6. All Authorisations are in full force and effect and the Applicant is in compliance with the provisions thereof and, none of the aforementioned Authorisations is the subject of any pending or threatened proceedings or revocation.
7. In relation to the conduct of the business of the Applicant, the Applicant has not infringed any Applicable Law and has obtained all Authorisations required to conduct the business.
8. All of the information supplied by the authorized persons of the Applicant notified in writing to Lender and the Applicant is true, complete and accurate in all material respects. The Applicant is not aware of any facts or circumstances that have not been disclosed to Lender and which might, if disclosed, adversely affect the decision of a person considering whether or not to provide finance to the Applicant on the terms set out herein.
9. The Applicant has disclosed all facts relating to its borrowings to the Facility Agent and has made available to the Facility Agent all the details in respect thereof.
10. The Applicant is not in default of any of the provisions of agreements with other lenders in respect of subsisting loans availed by the Applicant from such other lenders.
11. No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Change.

12. The Applicant is aware and acknowledges that that any decision of Lender to grant the Loan to the Applicant will be on the basis of and relying upon the representations, warranties, statements, covenants, agreements and undertakings on the part of the Applicant contained under the Loan Terms and Conditions and each of the Loan Documents, and that Lender would not grant the Loan in the absence of such representations, warranties, statements, covenants, agreements and undertakings by the Applicant.

10. COVENANTS AND UNDERTAKINGS

10.1. The Applicant hereby covenants and undertakes:

1. to keep Facility Agent and Lender informed of any change in the Applicant's e-mail address, contact number and address within 15 (Fifteen) days of change thereof.
2. to forthwith provide written notice to both the Facility Agent and Lender of the occurrence of any Event of Default or any event which after the notice or lapse of time, or both, would become an Event of Default;
3. to forthwith provide written notice to both the Facility Agent and Lender of the occurrence of any Material Adverse Change.
4. not to close the bank account(s) in relation to which the cheques/electronic payment instructions are furnished to Facility Agent/Lender.
5. not to issue any communication or instruction for stopping or postponing the presentment of the cheques/electronic payment instructions furnished to the Facility Agent.
6. to maintain sufficient balance in the bank account(s) from which the cheques /electronic payment instructions are furnished to the Facility Agent.
7. to pay to Lender any costs and expenses incurred by Lender in collecting or attempting to collect the payments due to Lender, including the expenses of postage, telegrams, telex, registered posts, telephone calls, legal proceedings and additional expenses of the representatives deputed for making collections, etc.
8. to bear and reimburse separately to Lender the following:
 1. Tax on interest income, goods and service tax and other levies as maybe applicable from time to time;
 2. Processing Charges as stated in the Loan Details and other charges including but not limited to the cost of stamp duty on the Loan Documents; and
 3. the costs and expenses involved or incurred by Lender in the recovery of the Loan, directly or indirectly, if the Loan or any part thereof, when due is not paid by Applicant.
9. to pay Collection Charges of an amount specified in the Loan Details if Facility Agent /Lender makes any arrangements to collect any overdue amounts payable by the Applicant under the Loan Documents for every such instance.
10. to pay Swap Charges of an amount specified in Loan Details if any post-dated cheques or electronic payment instructions furnished to the Facility Agent is replaced with another at the behest of Applicant for every such replacement.
11. not to make any payment/repayments or have such payments made on its behalf upon the occurrence of any Event of Default, in relation to any Financial Indebtedness other than such Financial Indebtedness contained under the Loan Documents in priority over the claims of the Lender under the Loan Documents.
12. to pay all sums payable under the Loan Documents free and clear of, and without any deduction/withholding, except to the extent that the Applicant is required by law to make the payment subject to any deduction/withholding of taxes. Provided that, all taxes required by law to be deducted/withheld by (any) Applicant from any amounts paid or payable, to the Lender (including but not limited to, principal, Interest,

additional interest at Default Interest Rate, commission, discount, service and other charges and any fees, under the Loan Documents) shall be paid by (such) Applicant when due and (such) Applicant shall, within the statutory time frame prescribed under the law or 30 (thirty) days of the payment being made, whichever is earlier, deliver to the Lender satisfactory evidence that the tax has been duly remitted to the appropriate authority and the tax deduction certificates. In the event, (such) Applicant fails to furnish satisfactory evidence that the tax has been duly remitted to the appropriate authority and the tax deduction certificates to the Lender within such time as specified under Applicable Law, the Applicant shall be liable to pay liquidated damages at the rate of 2% per annum to the Lender, in addition to the Interest Rate, calculated from the date that this was due till such date the tax deduction certificate is furnished to the Lender. Any loss incurred by the Lender on account of (any) Applicant's failure to furnish satisfactory evidence that the tax has been duly remitted to the appropriate authority and the tax deduction certificates shall be compensated in full by the (each) Applicant within 15 days of Lender incurring such a loss and intimating the Applicant of the same. Such losses will include but without limitation, any borrowing cost of the Lender to fund any shortfall in its own tax obligation resulting from the absence/delay /error of such certificate as well as any interest and/or penalty, relatable to such shortfall, levied on the Lender.

13. to do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the Facility Agent and/or Lender may require in order to effectuate the purposes and to carry out the terms of the Loan Documents.

11. EVENTS OF DEFAULT

11.1. Each of the events or circumstances set out in the following sub-clauses of this Clause is an Event of Default (**Event of Default**):

1. Applicant fails to pay to Lender any amount payable under the Loan Documents within the stipulated timelines;
2. Any default in performance of any obligations or breach of any terms under any Loan Document by the Applicant;
3. Any representation, warranty or statement made or deemed to be made by the Applicant in any Loan Documents proves to have been incorrect or misleading in any material respect when made or deemed to be made;
4. Any Financial Indebtedness of the Applicant is not paid when due or within any originally applicable grace period;
5. If the Applicant repudiates any Loan Document or evidences an intention to repudiate any Loan Document;
6. One or more events, conditions or circumstances whether related or not, (including any change in Applicable Law) has occurred or is reasonably expected to occur which could have a Material Adverse Change;
7. Any litigation, arbitration, investigative or administrative proceeding is current, pending or threatened to restrain any of the Applicant's entry into, the exercise of any of the Applicant's rights under, or compliance by any of the Applicants with any of its obligations under, the Loan Documents;
8. Any Applicant, either for itself or in relation to any of its assets, is or becomes entitled to claim immunity from suit, execution, attachment or other legal process.
9. An event of default, howsoever described, occurs under any agreement or document relating to any Financial Indebtedness of the Applicant or if any other lender(s) of the Applicant has recalled the loan/ assistance provided to the Applicant;
10. The occurrence of any Material Adverse Change;

11. The Applicant fails to furnish any information or documents required by Facility Agent and/or Lender;

11.2. On and at any time after the occurrence of an Event of Default, Facility Agent (with the concurrence of the Lender)/Lender may:

1. declare that all or part of the Loan, together with accrued interest and all other amounts accrued or Outstanding under the Loan Terms and Conditions and/or the Loan Documents to be immediately due and payable, whereupon they shall become immediately due and payable; and/or
2. declare that all or part of the Loan be payable on demand, whereupon it shall immediately become payable on demand together with accrued interest and all other amounts accrued or Outstanding under the Loan Terms and Conditions and/or the Loan Documents; and/or
3. cancel any further disbursement of Loan; and/or
4. stipulate such other conditions or amend any terms of the Loan Documents as Lender considers necessary; and/or
5. exercise such other rights as may be available to Lender under Loan Documents or under Applicable Law.

12. INDEMNIFICATION

12.1. The Applicant hereby agrees to indemnify, keep indemnified and hold harmless Lender against any injury, loss, liability, claim, damage including stamp duty, penalty and court fees, if any or other liability (including legal fees), or demands of any nature whatsoever Lender may incur or suffer on account of:

1. any breach by the Applicant of any terms of any Loan Document;
2. any misrepresentation made by the Applicant in any Loan Document; and/or
3. Lender preserving or attempting to preserve or enforcing or attempting to enforce any rights under any Loan Document or the occurrence or continuance of any Event of Default.

12.2. The amounts payable by the Applicant to Lender pursuant to Clause 12.1 above shall be paid forthwith on receipt of notice from the Facility Agent or Lender, as the case may be.

13. ASSIGNMENTS AND TRANSFERS

13.1. The terms and conditions of the Loan Application and the transactions contemplated therein shall be binding upon and enure to the benefit of each Party hereto and any legal representatives, heirs, executors, administrators, successors and permitted assigns of the Applicant as also the successors and assigns of Lender.

13.2. Applicant shall not, under any circumstance, be entitled to assign, alienate or transfer all or any of its rights, benefits and obligations herein without the prior written consent of Lender.

13.3. Applicant expressly acknowledges and agrees that Lender may, at any time, without requiring the prior consent from the Applicant or any other person and without giving notice to the Applicant any other person, sell, transfer, assign, securitise, novate, part with any or all of its receivables arising in relation to the Loan and its rights and benefits and obligations (if any) under all or any of the Loan Documents, to any third party ("Assignee"), in any manner whatsoever including by direct assignment or by the process of securitisation. Applicant

irrevocably and unconditionally confirms that it shall continue to be bound by the terms herein and other Loan Documents notwithstanding such transfer or assignment by Lender and that the Assignee shall acquire an interest in the Loan Documents forthwith.

14. DISCLOSURE OF INFORMATION

14.1. Applicant accepts, confirms and consents for the disclosure and sharing by the Lender and the Facility Agent of all or any information and data relating to the Applicant, the Loan, any other transactions that the Applicant has with the Lender, the agreements and documents related to the facilities and transactions, including but not limited to information relating to payments and default, if any, committed by the Applicant, in the discharge of the Applicant's obligations in relation to the facilities or other transactions, as the Lender or Facility Agent may deem appropriate and necessary to disclose and furnish, to the RBI; CICs; Information Utility and/or to any other regulatory authority, department, agency or body as authorized in this behalf under Applicable Law.

14.2. Applicant also understands that:

1. CICs and any other agency including Information Utility so authorized may use, process the said information and data disclosed by the Facility Agent/Lender(s) in the manner as deemed fit by them; and
2. CICs and any other agency including Information Utility so authorized may furnish for consideration the processed information and data prepared by them to banks/financial institutions and other credit grantors or registered users, as may be specified by the Competent Authority in this behalf.

15. JURISDICTION AND GOVERNING LAW

15.1. Loan Terms and Conditions shall be governed and construed in accordance with the laws of India and subject to the provisions of Clause 15.2 below, Applicant and Lender hereby submit to the exclusive jurisdiction of courts and tribunals at Chennai. The submission to the jurisdiction of the courts and tribunals at Chennai is for the benefit of Lender only and shall not (and shall not be construed so as to) limit the right of Lender to take any other action or initiate proceedings in any other court of competent jurisdiction, nor shall the taking of proceedings by Lender in any one or more jurisdictions preclude the taking of proceedings by Lender in any other jurisdiction (whether concurrently or not) if and to the extent permitted by law.

15.2. If any dispute arises between Lender and (any) Applicant, in connection with the validity, interpretation, implementation or alleged breach of any provision of the Loan Documents, the dispute shall be referred to a sole arbitrator who shall be a neutral and suitably qualified third party appointed by Lender.

15.3. The place of arbitration shall be Chennai. The arbitration proceeding shall be governed by the Indian Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in English and the arbitral award shall be recorded in writing.

16. TERMINATION AND RELEASE

16.1. The rights and obligations of Applicant under the Loan Terms and Conditions and the Loan Documents may be terminated only by a written release from Lender upon the payment of the Outstanding Amounts under the Loan Terms and Conditions and the Loan Documents and in relation to the Loan, as may be applicable, to the satisfaction of Lender.

17. MISCELLANEOUS

17.1. Severability

If any provision of the Loan Terms and Conditions or the application thereof to any person or circumstance is held to be invalid or unenforceable to any extent, the remainder of Loan Terms and Conditions and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of the Loan Terms and Conditions shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of Loan Terms and Conditions shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

17.2. Reservation of Rights

Any delay in exercising or omission to exercise any right, power or remedy accruing to Lender under the Loan Terms and Conditions or any other Loan Document or agreement or document shall not impair any such right, power or remedy and shall not be construed to be a waiver thereof or any acquiescence in any default; nor shall the action or inaction of Facility Agent and/or Lender in respect of any default or any acquiescence in any default, affect or impair any right, power or remedy of Lender in respect of any other default.

17.3. Relationship

Nothing contained in this Agreement shall constitute a partnership between the Parties or authorise any Party to act as an agent of the other except to the extent specifically set forth herein.

17.4. Amendment

Any modification, variation or amendment to the Loan Terms and Conditions shall be made only by writing duly executed by Applicant and Facility Agent (with the concurrence of the Lender)/Lender.

17.5. Cumulative Rights

All remedies of the Applicant and Lender under the Loan Terms and Conditions and other Loan Documents whether provided herein or conferred by statute, contract, civil law, common law, custom, trade, or usage, are cumulative and not alternative and may be enforced successively or concurrently.

Name of Applicant: Pradeep K L

Signature of Applicant

I agree and acknowledge that by clicking the "I accept" button given above I electronically submit this Loan Application to the Facility Agent and acknowledge and accept that such submission constitutes an expression of willingness to contract on the Loan Terms and Conditions made with an express intention that it is to become binding on me irrevocably as soon as it is submitted to the Facility Agent and I hereby expressly acknowledge that the

disbursement of the Loan (or any part thereof) into the Disbursement Account shall constitute such acceptance by the Lender resulting in formation of a binding contract between me and the Lender.

Time Stamp :06-09-2019 05:41:38

IP : 103.15.250.10

Write to us at help@zestmoney.in

www.zestmoney.in