

Aditya Birla Finance Limited

(A subsidiary of Aditya Birla Capital Ltd.)



ADITYA BIRLA CAPITAL

PROTECTING INVESTING FINANCING ADVISING

Date 24th Feb,2024

Dear Pioneer Associates

Greeting from Aditya Birla Capital.a

We thank you for the trust you have shown by making us your preferred choice. We look forward to having you as our valued customer.

We are pleased to communicate that your business loan application applied on Flexiloans, has been sanctioned by Aditya Birla Finance Limited, particulars whereof as mentioned below:

Product	Unsecured Business Loan - Term Loan
Purpose of loan	Meeting the working capital requirements of the business carried out by Pioneer Associates
Application no.	PNF-ORNEW-000-SEP23-00001
Sanctioned Loan Amount	Rs. 13,00,000/- (Rupees Thirteen Lakh and Zero paise Only)
Rate of Interest	24% on a declining balance per annum
Equated Monthly Instalment (EMI)	Rs. 68,732/- (Rupees Sixty Eight Thousand Seven Hundred Thirty Two and Zero paise Only)
Loan Tenure (in months)	24 months
Additional/Penal Interest	36% p.a.on overdue loan amount,pro rated for the number of days of overdue
Stamp duty, documentation charges, processing fee (including GST)	Rs. 60,560/- (Rupees Sixty Thousand Five Hundred Sixty and Zero paise Only)
Payment bounce/delay charges	Rs. 750/- (Rupees seven hundred and fifty Only) + applicable taxes towards each overdue/late payment/payment bounce of each installment of loan amount
Jurisdiction and dispute resolution	Any disputes in respect of this letter shall be resolved in the manner prescribed under the loan agreement which shall be by way of arbitration before a single arbitrator appointed by the Lender with seat at Ahmedabad , Gujarat

This sanction letter is in-principle in nature and is subject to your acceptance and compliance with all other necessary procedures advised by us for completion of loan disbursal. Further, details mentioned above are indicative and the terms and conditions and details of the loan set out in loan agreement shall be final and binding. Please note that the rate of interest for same loan products and duration need not be standardized.

This sanction letter is confidential, and neither this sanction letter nor the contents hereof shall be reproduced, communicated to or used without the Lender's prior consent.

This sanction letter is valid for 30 (thirty) days from the date of issue.

The terms and conditions of this sanction letter as laid out in English have been explained to you, the Borrower/Co-applicant/Proprietor, in a language of your understanding.

[In case of any queries, feel free to write to our digital channel partner at XXX@flexi.com or care.digitalfinance@adityabirlacapital.com](mailto:XXX@flexi.com)

Warm Regards,

Aditya Birla Finance Limited

Shaik Karimulla

Aditya Birla Finance Limited

(A subsidiary of Aditya Birla Capital Ltd.)

One Indiabulls Centre, Tower 1-C, 18th Floor, 841, Jupiter Mill Compound,
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Registered Office:

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





LOAN AGREEMENT FOR BUSINESS LOAN

This loan agreement ("**Loan Agreement**") is executed at such place and on such date as set out in Schedule 1 amongst the Borrower (whose details are set out in Schedule 2), and 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 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 (Lender).

WHEREAS the Borrower has approached the Lender for availing the Loan facility up to an amount mentioned in Schedule 1 and for the Purpose set out in Schedule 1 and the Lender, relying upon the representations and warranties made by the Borrower herein, has agreed to sanction the Loan on the terms and conditions of this Loan Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Definitions and Interpretations

"**Borrower**" means and refers to jointly and severally to the Co-applicant/Proprietor, applicants (more particularly described in the Schedule of the Loan Agreement) who has/have been sanctioned/granted/dispensed the Loan by the Lender pursuant to the relevant Application Form submitted by such applicants to the Lender for availing of the Loan and depending upon the nature of the Borrower/s, shall, unless repugnant to the context or meaning thereof, be deemed to include, (a) where the Borrower is an individual or a proprietorship, his/her heirs, executors and administrators; (b) where the Borrower is a partnership firm within the meaning of the Indian Partnership Act, 1932, the partners or the partners for the time being of the said partnership firm, the survivor of them and the heirs, executors and administrators of the last surviving partner; (c) where the Borrower is the Karta of a Hindu Undivided Family and the borrowing is for the purposes of the Hindu Undivided Family, the adult members for the time being of the said Hindu Undivided Family and their respective heirs, executors and administrators and permitted assigns; (d) where the Borrower/s is a company within the meaning of the Companies Act, 1956 or the Companies Act, 2013 (as the case may be), its successors and permitted assigns; (e) where the Borrower is an unincorporated body, all the members of such body and their respective successors.

"**Loan**" means the aggregate principal amount that may be granted by the Lender to the Borrower(s), notwithstanding that the amount of the Loan disbursed may be less than the amount applied for or granted by the Lender.

"**Loan Documents**" means all documents pertaining to the Loan including the application form, sanction terms, demand promissory note, post-dated cheques, payment instruments/ mandates, disbursement request form, notices sent by the Borrower to the Lender or by the Lender to the Borrower, and any other letter or document in relation to the Loan and as may be modified from time to time or any other letter or document classified by the Lender as a 'Loan Document'

"**Outstanding Balance**" means the balance of the Loan outstanding and unpaid interest, costs, charges, expenses and any other amounts payable by the Borrower under the Loan Documents, and/ or all other obligations, amounts and liabilities of the Borrower, including indemnities, costs, and all other monies whatsoever due or which may hereafter be payable by the Borrower to the Lender whether under the Loan Documents or otherwise; and legal fees and court costs incurred by the Lender to enforce its rights under the Loan Documents in respect of or incidental to the borrowing or its recovery or realization.

"**Purpose**" means the purpose of utilization of the amount of the Loan as mentioned in the Application Form and Schedule 1

Service Provider shall be Flexiloans The Service Provider is engaged in the business of providing financial assistance to various business entities including small and medium enterprises in the form of facilitating access to various loan products from time to time via its own NBFC or its Lending partners and has represented to ABFL that the Service Provider has the requisite skill, knowledge, experiences, expertise, infrastructure and capability to provide the Services, and also has trained and experienced persons having requisite skills, knowledge, experience and expertise to perform the functions in terms of this Agreement and the Service Provider has agreed to perform the Services.

2. Loan Agreement. The Borrower acknowledges and agrees that this Loan Agreement including the Schedule(s) hereto and any other document or writing, to give effect to understanding between the Parties with respect to the Loan shall be interpreted as a single agreement so that all of the provisions are given as full an effect as possible. In the event of any conflict or inconsistency among the terms of the various documents, that collectively comprise the Loan Document, the provisions of this Loan Agreement shall take precedence to the extent of such inconsistency.
3. Loan and Disbursal. The Lender has agreed, pursuant to the request made by the Borrower and on the basis of representations, warranties and undertakings of the Borrower, to grant and lend the Loan to the Borrower on the terms and conditions as set out in this Loan Agreement and for the Purpose set out in Schedule 1 of this Loan Agreement and the Borrower has agreed to borrow the Loan on such terms and conditions. The Lender shall disburse the Loan into an account specified in Schedule 1 of this Loan Agreement, post deduction of all applicable charges as set out in Schedule 1 of this Loan Agreement. All disbursement(s) under the Loan shall be subject to the performance by the Borrower of all its obligations, to be performed under this Loan Agreement and other Loan Documents, to the Lender's satisfaction.
4. Interest and Repayment.
 - 4.1 Unless earlier repayment of the Loan is demanded by the Lender in terms of this Loan Agreement, the Borrower shall repay the Loan availed from the Lender along with all Interest, costs, charges, etc on the Due Dates as per the Repayment Schedule. The Borrower confirms having perused, understood and agreed to Lender's method of calculating EMIs as also the appropriation thereof. The mode of repayment of instalments of the said loan will be either PDCs, Standing Instructions (SI)/ Electronic Clearing System (ECS) / NACH to debit the Borrower's bank account or any other mode as may be agreed to by the Lender.
 - 4.2 The Borrower agrees to give Post Dated Security Cheques/ NACH/UPI Autopayment for the repayment of the Loan and is fully cognizant of the fact that dishonour of such Cheque/NACH is a criminal offence under the law. The Drawer of the Post Dated Cheques/NACH agrees to replace the cheques/NACH if required by the Lender.

- 4.3 The Lender may, at its sole discretion, require the Borrower to adopt or switch to any alternative mode of payment and the Borrower shall comply with such request, without demur or delay.
- 4.4 The Borrower shall bear all interest, GST, all other imposts, duties (including stamp duty and relevant registration, legal, filing and other charges specified in the communication and also mentioned in the schedule herein in connection with this Agreement and taxes (of any description whatsoever) as may be levied from time to time by the Government or other authority in respect of or in connection with this Agreement.
- 4.5 The Borrower shall not withhold any amounts due to any disputes whatsoever under the Loan Documents and all amounts payable by it to the Lender shall be made free and clear of, and without deduction/ withholding for or on account of any tax or levy and without any set-off (except tax deducted at source (TDS) and withholding tax for which valid tax deduction certificates shall be promptly furnished). In case of any deficiency in payment, Lender shall not be liable to give credit in the Borrower's Loan account.
- 4.6 Notwithstanding anything contained herein, the interest payable by the Borrower with respect to the Loan shall be subject to the changes in interest rates made by the RBI from time to time. If any amount which is due and payable by the Borrower under the Loan Documents is not paid on the Due Dates or the Borrower is in breach of any of the terms and conditions of the Loan Agreement the Borrower shall then be liable to pay the Default Interest on the Outstanding Balance till such time the delinquent amount is paid or the breach is cured to the satisfaction of the Lender.
- 4.7 The mode of payment or the payment mandates given by the Borrower under any payment mode cannot be cancelled or revoked by the Borrower without the prior written consent of the Lender. If the Borrower cancels or revokes (or attempts to cancel or revoke) such mandates without the prior written consent of the Lender, the Lender shall be entitled to initiate suitable criminal proceedings.
- 4.8 Notwithstanding anything contained in the Loan Documents and irrespective of the mode of payment specified in the Sanction Terms, upon any default by the Borrower in payment of the Loan or one or more instalments on the Due Date or upon any non-realisation/ dishonour of a payment instrument, the Lender shall be entitled, without prejudice to its other rights under the Loan Documents, to declare that an Event of Default has occurred and present and/ or re-present all or any of the payment instruments/ mandates (if any) issued by the Borrower in favour of the Lender, for full or part amount.
- 4.9 The Borrower shall at all times maintain sufficient funds in his/ her bank account(s) to ensure that the payment instruments issued by the Borrower are not dishonoured and the instalments are received and realised by the Lender on the applicable Due Dates as per the Repayment Schedule.
- 4.10 Notwithstanding the mode of repayment/ payment selected by the Borrower in the Sanction Terms, the Borrower shall continue to remain liable and responsible at all times for ensuring the payment/ repayment of the Debt including all instalments and all other monies in respect of the Loan to the Lender. All amounts payable by the Borrower to the Lender under the Loan Documents shall be paid without any deductions whatsoever so as to enable the Lender to fully realise the amounts due on or before the respective Due Dates. The acceptance by the Lender of any payment which is less than the full instalment or other amounts due and owing at such time shall not constitute a waiver of the Lender's right to receive payment in full at such time or at any subsequent time or a waiver of any other rights whatsoever of the Lender under the Loan Documents.
- 4.11 The Borrower may, subject to prior written approval by the Lender, be permitted to swap or exchange the post-dated cheques, payment mandates issued to the Lender with alternate post-dated cheques, payment mandates on another bank (as approved by the Lender) subject to payment to the Lender of the "payment instrument swap" charges as specified in the Sanction Terms.
- 4.12 The Borrower may prepay the entire Outstanding Balance upon receiving the Lender's prior written approval. The Lender shall be entitled to impose such terms and conditions for prepayment of the Debt including prepayment charges at its sole discretion. Pre-payment shall take effect only if the proceeds thereof are realized by ABFL in clear funds.
- 4.13 Any payments made by or recovered from the Borrower or otherwise shall be appropriated in a manner deemed fit by the Lender, as per its policies.
- 4.14 ABFL shall have the unconditional right to cancel the Facility at any time at its discretion, without assigning any reasons or without any notice or intimation for such cancellation to the Borrower.
5. Undertakings The Borrower undertakes that all the representations and warranties as set out below are true to its knowledge and further agrees to comply with the covenants and undertakings as set out hereinbelow:
- 5.1 The Borrower represents and warrants that it is competent to contract and enter into and perform his obligations contemplated under this Agreement.
- 5.2 The Borrower is duly authorised and competent to avail the Loan, and neither the Borrower, nor its representatives, or directors (where applicable) have been declared as defaulters by any financial institution or regulator.
- 5.3 No proceedings or litigation is initiated, subsisting or threatened by or against the Borrower which would have a material impact on their financial conditions including in respect of bankruptcy/ insolvency proceedings.
- 5.4 All information provided by the Borrower to the Lender is true and complete in all material respects, are not misleading and do not omit any fact, the omission of which would make any fact or statement therein misleading.
- 5.5 All the licenses, permits, and authorizations required for carrying on its business, operations or projects, have been obtained, are in full force and effect, and the Borrower is in compliance in all respects with all the laws.
- 5.6 The Borrower has good title to or is otherwise entitled to use its assets, and except to the extent disclosed to the Lender, there are no encumbrances subsisting or in existence on any of the Borrower's assets.
- 5.7 The Borrower has complied in all respects with all the taxation laws in all jurisdictions in which it is subject to taxation and has filed all the tax returns and paid all the taxes and statutory dues, due and payable by it.
- 5.8 The Borrower herein acknowledges that the Interest, Penal Interest, and liquidated damages stipulated hereof, are reasonable and that they represent genuine pre-estimate of the loss expected to be incurred by the Lender, in the event of the breach of any terms and conditions of the Loan Documents.
- 5.9 The Lender may rely on the identity of the Borrower pursuant to the KYC verification process followed in accordance with applicable laws.
- 5.10 The Lender shall be entitled to rely upon Instructions (defined below) of the Borrower and the same shall be deemed to be valid Instructions from the Borrower for which the Lender shall not be required to inquire, investigate the validity or accuracy of such communications.
- 5.11 In the event of any disagreement or dispute between the Lender and the Borrower, regarding the materiality or reasonableness of any

matter including of any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Lender on any of the foregoing shall be final and binding.

- 5.12 The Borrower shall promptly notify the Lender of the occurrence of any event or the existence of any circumstances which constitutes or results in any declarations, representation, warranty, covenant or condition under this Agreement being or becoming untrue or incorrect in any respect.
- 5.13 The Borrower shall deliver to the Lender:
- a. such statements / information / accounts / records / reports / documents, financial or otherwise, as are specified hereof, or as may be required by the Lender from time to time in relation to the Loan, the Borrower's business and operations, assets etc., within the period specified hereof or by the Lender.
 - b. if the Lender so requires, a certificate from an independent chartered accountant acceptable to the Lender, to the effect that the loan has been utilised for the Purpose and has not been siphoned off / diverted for other than the Purpose of the loan, within such time and in a manner as may be acceptable to ABFL.
- 5.14 The Borrower shall not (a) change its status and/ or amend its constitutional documents in a manner that may adversely affect the repayment of Loan under the Loan Documents; (b) cease to carry on its business; (c) sell, transfer or dispose of more than 50% (fifty) of its assets/ undertakings; (d) diversify or engage in any new business; (e) permit or accept the resignation of, or terminate, its promoters, whole-time director(s), managers or partners; (f) sell its majority shareholding/ capital interest assets to any third party (g) undertake any action that is likely to cause an adverse action under the Insolvency Code (h) issue any instructions to its bank that would hinder the Lender from appropriating the monies lying in bank account on which the payment instruments have been drawn towards repayment of the Debt; (i) challenge the validity of the Loan Documents; (j) fail to pay any assessments, taxes which are now or hereafter may be assessed, imposed, or payable on itself by the government, municipalities, or other authority and on demand produce to the Lender every receipt thereof; (k) without the prior written consent of the Lender, incur any further debt from, and/or encumber its assets in favour of, any person including a bank or financial institution.
- 5.15 The Borrower shall promptly notify the Lender of any material loss or damage which the Borrower may suffer due to any event, circumstance or act of God.
- 5.16 The Borrower shall keep and maintain in accordance with good business practice and applicable laws, all statutory books, books of accounts, bank statements / pass books and other records of the Borrower and in particular, maintain records showing the operations and financial conditions of the Borrower and such records shall be open to examination by the Lender and /or their authorised representatives.
- 5.17 The Borrower shall allow the Lender and any of its officers, agents, employees or consultants to inspect and audit, at all reasonable time, the Borrower's business, premises, assets, documents and records and other materials pertaining to its business. The Borrower shall ensure full co-operation and assistance to the Lender or any person so authorized by the Lender, including allowing the taking of any copies or extracts, as may be required by the Lender or persons authorized by it.
- 5.18 The Borrower shall be fully responsible for ensuring the security of the authentication process of the details of the Borrower and access to all modes of communication with the Lender.
- 5.19 The sanction and disbursal of the Loan is subject to the sole discretion of the Lender, particularly with respect to the field investigation & approval by the authorized representative of the Lender. The Borrower agrees confirms and understands that the Lender may cancel / revise the terms herein, basis the aforesaid field investigation.
- 5A. Specific Declaration and Undertaking. The Borrower declares and confirms that it is a Micro / Small / Medium enterprise under the scope of MSMED Act, 2006 and undertakes to furnish all required documents to establish this representation to the Lender.

6 Event of Default / Recall of Loan.

- 6.1 The occurrence of any one or more of the following events shall constitute an Event of Default under this Agreement
- a. Default has occurred in the payment of any monies in respect of the loan on the due dates for payment thereof or otherwise.
 - b. Any information given by the Borrower including but not limited to, information given at the time of appraisal or the journey of the Loan, representation, and warranty, or statement made is incorrect or misleading in any respect, breach/ non-performance of any covenant, undertaking or obligations or there is any change in the information furnished by the Borrower to the Lender which in the opinion of the Lender shall adversely impact the Borrower, Borrower's business or repayment of the Debt.
 - c. Breach of any representation, warranty, declaration or confirmation has occurred / been committed.
 - d. The Borrower has defaulted in meeting his/her commitments in respect of any credit loan availed from the Lender or any Bank / Financial Institution.
 - e. The Borrower revokes any payment instrument furnished to the Lender without the prior written consent of the Lender or if any payment instrument is rejected due to any defect which is not rectified promptly or if any payment instrument is dishonoured for any reason whatsoever.
 - f. The Borrower's name appears in the defaulter list of CIBIL or any other credit bureau.
 - g. The Borrower has, or there is a reasonable apprehension that the Borrower has, voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law including having taken or suffered any action for its re- organization, winding-up or dissolution, or if a resolution professional, receiver or liquidator (including provisional liquidator) has been appointed or allowed to be appointed over all or any part of the assets of the Borrower, or if any attachment or distraint has been levied on the assets of the Borrower or any part thereof, or certificate proceedings have been taken or commenced for recovery of any dues from the Borrower.
 - h. The Borrower commits default in relation to any indebtedness or statutory taxes and dues owed or enters into any compromise with its creditors or admits any inability in payment of its other debts.
 - i. Any Person acting singularly or with any other person (either directly or indirectly) acquires control of the Borrower either directly or indirectly, without the prior written approval of the Lender or if the assets of the Borrower are nationalized or attached or appropriated by the state.
 - j. The performance of obligations under the Loan Documents becomes void or illegal on part of either the Borrower, or the Lender.
 - k. Any event which with the passage of time is likely to become an Event of Default or at material adverse event in the opinion of the Lender.

6.2 On occurrence of any of the Events of Default or otherwise, the Lender may, by a notice in writing to the Borrower and without prejudice to any other rights or remedies available to the Lender under this Agreement or under applicable laws or otherwise:

- a. terminate the Loan and / or call upon the Borrower to pay all the dues in respect of the Loan.
- b. ABFL shall be entitled to levy Additional/ Penal Interest on the amounts outstanding i.e., such Outstanding Balance which is due and payable but has not been paid, from the date when the Event of Default occurred until the date when the Event of Default ceases to exist. It is understood by the Borrower that for default in repayment of interest/principal as it may fall due as per Facility terms, Additional/ Penal Interest as mentioned hereinabove are applicable on principal outstanding including interest overdue from the day of default for the period the amount is in default.
- c. Invoke any payment instruments/ mandates furnished by the Borrower and initiate appropriate civil and/ or criminal proceedings against the Borrower.
- d. Invoke the guarantee (if any) and call upon the Co-applicant/Proprietor to perform its obligations hereunder.
- e. Exercise any other rights or remedies available to the Lender under applicable law.

6.3 The Lender reserves rights, at its sole discretion, to recall the loan sanctioned to the Borrower if the Loan is utilized for other than the Purpose; especially for the speculative purposes or any illegal activity.

6.4 Notwithstanding any suspension or termination pursuant to this Agreement, all the provisions of this Agreement for the benefit or protection of the Lender and its interests shall continue to be in full force and effect as provided in this Agreement.

6.5 Without prejudice to the rights and remedies available to the Lender, the Borrower hereby agrees and confirms that upon the occurrence of any Event of Default, the Borrower shall not repay any Indebtedness (including working capital loan) incurred by the Borrower without repaying the loan.

6.6 All expenses incurred by the Lender, whether before or after an Event of Default, has occurred including in connection with collection of amounts due under this Agreement shall be payable by the Borrower.

7. Indemnity

The Borrower shall indemnify and hold harmless the Lender, the Service Provider and their directors, affiliates, officers, and agents ("Indemnified Parties"), from and against any and all direct or indirect costs, losses, damages, expenses, direct or claims, liabilities, demands and/ or claims whatsoever, including any third party claims for damages incurred as a consequence of occurrence of an Event of Default, breach of the terms of the Loan Documents or acts of omission and commission on the part of the Borrower, or otherwise on account of the Loan.

7.2 Indemnity for electronic communication/Instructions: The Lender and/its the Service Provider shall be entitled to rely upon, act or omit to act in accordance with any directions, instructions and/ or other communication given in connection with the Loan by electronic means (including through the mobile application or web portal of the Lender) by the Borrower ("Instruction"). The Borrower is aware that electronic communications involve certain risks including unauthorized alteration of data and/ or unauthorized access by third parties thereof. The Lender and/or the Service Provider may (but shall not be obliged to) act as aforesaid without inquiry as to the identity or authority of the Borrower or the authorized person giving or purporting to give any Instruction or as to the authenticity of any electronic message and may treat the same as fully authorized by and binding on the Borrower, as the case may be. The Borrower shall indemnify the Indemnified Parties and keep them at all times indemnified from and against all actions, suits, proceedings, costs, claims, demands, charges, expenses, losses and liabilities howsoever arising in consequence of or in any way related to the Indemnified Parties having acted or omitted to act in accordance with or pursuant to any Instruction.

8 Service Provider The Lender has authorised Flexiloans (the "Service Provider") to provide various services including but not limited to sourcing, signing of documents, pick up and collection of documents, collection/recovery of Loan, customer support, etc. The Service Provider may provide such services to the Borrower on its own or through the third parties authorised by the Service Provider.

9 Assignment The Borrower shall not assign or transfer all or any of its rights, benefits or obligations under the Loan Agreement without the prior written approval of the Lender. The Lender shall be entitled to, at any time, assign, novate or transfer, the whole or part of its rights, benefits and obligations, under the Loan Agreement (including security interest) including in respect of any securitisation or direct assignment transaction to any person, without requiring to further intimate the Borrower. In such an event, the Borrower agrees to perform all obligations to be performed hereunder, in favour of the assignee or transferee and shall at no point of time raise any objection regarding such assignment, securitisation or transfer.

10 Waiver Delay or omission by the Lender in exercising any of its rights shall not be construed as a waiver by the Lender. No delay in exercising or omission to exercise any right, power or remedy accruing to the Lender upon any default or otherwise under the Loan Documents shall impair any such right, power or remedy, or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Lender in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Lender in respect of any other default. The Loan Documents shall remain in full force and effect or be reinstated (as the case may be) if at any time payment or performance of any of the repayment obligations (or any part thereof) is rescinded, reduced or must otherwise be restored or returned by the Lender, all as though such payment or performance had not been made. The rights of the Lender under the Loan Documents may be exercised as often as necessary, are cumulative and not exclusive of their rights under the law and may be waived only in writing and at the Lender's sole discretion.

11 Confidentiality, Disclosure and Cross-Selling:

11.1 The Borrower agrees, accepts and consents for the disclosure and sharing by the Lender or the Service Provider of all or any information pertaining to the credit facilities availed from the Lender including any financial information to be disclosed under the Insolvency Code as the Lender may deem appropriate and necessary to disclose and furnish, to the RBI and/ or any agency/ credit bureau authorized in this behalf by the RBI, to information utilities, to its professional advisers and consultants and to its service providers, third-party or otherwise, through written or oral communication including paper publication (with or without photographs) and/or as required under applicable law, at the order of a court of law, or any statutory, regulatory or supervisory authority of any jurisdiction. Where required under the Insolvency Code or other applicable laws, the Borrower agree to promptly authenticate the financial information submitted by the Lender as and when requested by an information utility or other institution authorised in this regard.

11.2 The Lender, the Service Provider, their group companies, agents/ representatives would be entitled to provide the Borrower, its promoters, directors and employees, information on various products, offers, and services through any mode (including through telephone calls/ SMS (Short Message Service)/ emails).

- 11.3 In the event of a default, the Lender or the RBI shall have an unqualified right to disclose or publish the name and photograph of the Borrower and/ or its directors/ partners/ trustees as defaulters (including as wilful defaulters/ non-cooperative borrower) in such manner and through such medium as the Lender and/ or the RBI in their absolute discretion, may deem fit. The Borrower further agrees that the Lender may, as it deems appropriate and necessary disclose and furnish to the Credit Information Bureau (India) Limited ("CIBIL") and any other agency authorized in this behalf by the RBI, all or any of the following:
- information and data relating to the Borrower;
 - the information or data relating to the loan facilities availed of/ to be availed, by the Borrower; and
 - the information and details of the default, if any, committed by the Borrower, in discharge of the outstanding amounts under the Loan.
- 11.4 The Borrower hereby agrees and confirms that the Lender shall have the right to disclose and share any information pertaining to the Borrower including, but not limited to, credit facility/ies, constitution, net worth, shareholding of the Borrower with (i) any other bank(s)/ financial institution(s); (ii) any agent, contractor, business partner, third party service provider or professional advisor (wherever situated) of the Lender; (iii) any person to (or through) whom the Lender assigns or transfers or novates (or may potentially assign or transfer or novate) all or any of its rights or obligations under the Loan Documents; or (iv) any person to whom the Lender is required to make disclosure under the requirements of any law, regulation, guidelines or practice.
- 11.5 The Borrower accepts that the RBI or any other agency so authorized, any statutory, regulatory or supervisory authority, may use, process, disseminate the said information and data disclosed by the Lender in such manner as deemed fit by them in any particular circumstances and shall not hold the Lender responsible or liable in this regard.
- 12 Notices: Any notice pursuant to the Loan Documents shall be in writing and shall be deemed to be delivered (a) on delivery, when delivered personally or when sent by email/SMS (and no 'delivery failure notification' is received by the sender); (b) sent by certified or registered mail, or sent by a recognized courier, with acknowledgment due (in which case, the notice would be deemed to be delivered on the third (3rd) day post-dispatch). Notices to the Borrower shall be deemed to be received when sent to the addresses set out in the Sanction Terms and notices to the Lender shall be deemed to be received when actually received by the Lender at the address mentioned in the Sanction Terms.
- 13 Printing/ Electronic Evidence: The Lender and/or the Service Provider may generate physical copies of the Loan Documents from its system or produce the Loan Documents in any other form at its discretion and the same shall be fully binding on the Borrower. The Borrower shall have no objection to such Loan Documents' copies being produced as evidence in any court, tribunal or otherwise, to evidence the arrangement between the Borrower and the Lender.
- 14 Joint and Several Liability: The obligations of the Borrower and of the Co-applicant/Proprietor under the Loan Documents shall be joint and several.
- 15 Set-Off and Cross-collateralisation: The Lender shall be entitled, without the requirement of any notice, to set-off any assets or monies secured/ lying with the Lender or any monies payable by the Lender to the Borrower against all dues of the Borrower with the Lender or its affiliates.
- 16 Time is the essence: the Borrower agrees and understands that time is of essence with regards to its performance of its obligations under the Loan Documents. All obligations of the Borrower shall be performed by the Borrower on or before the date so designated. If no date is designated for the performance of any obligation, the same shall be performed within the time provided under law or when the Lender requires the performance of the obligation.
- 17 Severability: Any provision of the Loan Agreement which is prohibited or unenforceable in any jurisdiction, such provision shall as to such jurisdiction, be ineffective to the extent of prohibition or un-enforceability but that shall not invalidate the remaining provisions of the Loan Agreement or affect such provision in any other jurisdiction.
- 18 Jurisdiction: Parties agree that, subject to arbitration, only the courts and tribunals of Ahmedabad, Gujarat shall have exclusive jurisdiction with respect to any suit, action or any other proceedings arising out of or in relation to the Loan Documents including the Loan Agreement. Nothing contained in this clause shall limit any right of the Lender to commence any legal action or proceedings arising in relation to the Loan or the Loan Documents in any other court, tribunal or other appropriate forum, competent jurisdiction and the Borrower hereby consent to that jurisdiction.
- 19 Arbitration: Without prejudice to the Lender's other legal remedies available to it under applicable law (including under the SARFAESI Act, 2002), any dispute arising out of or in connection with Loan Documents including this Loan Agreement shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 (as amended from time to time). The arbitration shall be referred to a sole arbitrator appointed by the Lender. The seat and venue of the arbitration shall be Ahmedabad, Gujarat. The language of the arbitration and the award of the arbitrator shall be in the English language. The award of the arbitrator shall be final and binding on the Parties and the expenses of the arbitration shall be borne in such manner as the arbitrator may determine. In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason/s, or his appointment or award being set aside by the court for any reason/s, it shall be lawful for the Lender to appoint any other arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- 20 Fees and Charges: The Borrower shall pay to the Lender all Fees and Charges as set out in Schedule 1 of the Loan Agreement hereto.
- 20.1 The Borrower shall also pay to the Lender for all and any Fees and Charges including but not limited to any duties, taxes, charges, and penalties and/ or any increases in costs to the Lender by reason of (i) Loan Documents, collection of instalments and other amounts due from the Borrower under the Loan Documents but not paid, (ii) dishonour/ replacement of cheques and/ or other payment mandates and instruments, storage and sale of the same, (iii) enforcement of Lender's rights under the Loan Documents, (iv) any change in law, or in its interpretation or administration order, under or in relation to the Loan Documents, or (v) any loss suffered, sustained or incurred by the Lender in connection with any of the Loan Documents or the Loan granted to the Borrower, if and when the same is required to be paid according to the laws for the time being in force.
- 20.2 The Lender shall be entitled (but not obligated) to deduct the Fees and Charges along with applicable taxes thereon (if any) from the Loan Amount at the time of disbursement of the Loan.
- 20.3 In the event of the Borrower failing to pay the monies referred in this Clause, the Lender shall be at liberty (but shall not be obliged) to pay the same. The Borrower shall reimburse all sums paid by the Lender in accordance with the provisions contained herein. The Borrower shall reimburse all sums paid and/ or expenses incurred by the Lender (including by or on behalf of their representatives, consultants or appraiser) within 3 (three) Business Days from the date of notice of demand from the Lender. If unpaid within the above timelines, all such sums due and payable but not paid shall carry Penal Interest from the date of payment till such reimbursement.
- 21 Stamp Duty/Charges: The Borrower acknowledges that the Lender has procured the stamp paper on behalf of the Borrower, which shall form an integral part of the Loan Agreement for the purpose of execution of this Loan Agreement. If so requested by the Lender, at its sole discretion, any stamp duty, or deficit therein or penalty, if any, and registration/notary/any other charges payable on this Loan Agreement shall be borne and paid by the Borrower.
- 22 Complaints and queries: In case of any queries or complaints, you may write to us on care.digitalfinance@adityabirlacapital.com or call our toll free number 1800-270-7000

By executing this document, the Borrower acknowledges that the contents of this Loan Agreement including the Schedule(s) hereto have been read out, explained and interpreted for their benefit in the vernacular language or such other language as understood by the Borrower and the same is understood by the Borrower.

The Borrower acknowledges that this Agreement shall be deemed to be executed between the Parties when the Lender/ the authorized representative of the Lender notifies the Borrower of the Lender's acceptance of the terms and conditions of this Agreement.

By Clicking on "I Accept", I hereby execute and electronically sign this Loan Agreement on behalf of the Borrower to bind it/them to all the terms and conditions set out in this Loan Agreement. I further acknowledge that no other/ further act, deed or writing on the part of the Borrower shall be required for acceptance of these terms and conditions. Furthermore, there is no requirement on part of either the Borrower or the Lender to physically sign these Loan Documents.

In case of execution and signing of this Loan Agreement in physical form-the Parties shall sign hereunder:

For and on behalf of the Lender

Signed by/For and on behalf of the Borrower

Authorized Signatory	sanction Pioneer Associates

(Schedule(s) follow)

SCHEDULE 1

Loan Sanction Terms

Particulars	Details
Loan Application ID	000047881
Date of Sanction Letter	24th Feb 2024
Date of Loan Agreement	24th Feb 2024
Place of Execution	Ahmedabad, Gujarat
Nature of Loan	Unsecured Business Loan
Purpose	Meeting the working capital requirements of the business / enhancement of the business
Sanctioned Loan Amount	Rs. 13,00,000 /- (Rupees Thirteen Lakh and Zero paise Only)
Rate of Interest	24 % (Twenty Four) Percent on a reducing balance per annum.
Estimated Total Interest Payable	Total Interest payable over the complete tenure of loan is Rs.3,49,581 (Rupees Three Lakh Forty Nine Thousand Five Hundred Eighty One and Zero paise Only)
Repayment Schedule (Repayment details/ Repayment Period)	Repayment by 24 (Twenty Four only) equal MONTHLY installments of Rs. 68,732/- (Rupees Sixty Eight Thousand Seven Hundred Thirty Two and Zero paise Only) each
Primary Repayment Mode	NACH/Post Dated Cheques /NEFT
Default Interest	36% (Thirty Six Percent) per annum on the overdue Loan Amount
Payment bounce/delay charges	Rs. 750/- (Rupees seven hundred and fifty Only) + applicable taxes towards each overdue/late payment/payment bounce of each instalment of loan amount
NACH Registration charges	Rs. 30 (Rupees Thirty Only) + applicable taxes payable by the Borrower – one time charge payable for registration of repayment instrument
Stamp duty, documentation charges, processing fee (including GST)	Rs. 60,560/- (Rupees Sixty Thousand Five Hundred Sixty)
Legal Charges	On Actuals basis + applicable taxes
Change in Account mapping and cheque swap charges	Rs. 500/- (Rupees five hundred Only) per swap + applicable taxes, payable by the borrower
Prepayment Charges	3% of the principal o/s
Special Approvals required	Borrower shall not, without the prior written consent of the Lender incur any further debt from, and/or encumber its assets in favor of, any Person including a bank or financial institution.
	In case of execution and signing of this Loan Agreement in physical form-the Parties shall sign hereunder:

For and on behalf of Lender	Signed by/For and on behalf of the Borrower	Signed by the Co-applicant
Signed by the Co-applicant	Borrower Pioneer Associates	Co-Applicant

SCHEDULE 2

Details of the Borrower and Co-applicant

Borrower	
Name of the Borrower	Pioneer Associates
Constitution	Proprietorship
Registered Address	Rai Master compound Apna Bazar Maharashtra 400610
Principal Place of Business	Rai Master compound Apna Bazar Maharashtra 400610
Contact No.	8074096422
Email Id.	shaik.karimulla1@flexiloans.com
Business	Wholesaler and Retailer:Cycle & Accessories
Details of Key Officers	Shaik Karimulla

Co-applicant	
Name of the Co-applicant	Shaik Karimulla
Father's/Mother's/Husband's Name	Shaik Saniya
Age	25 years
Id Proof Details	PAN: NUTPQ8185B
Address	123, Asher Edge Thergaon Maharashtra 411033
Contact No.	8074096422
Email Id.	shaik.karimulla1@flexiloans.com

Bank Account Details

For the Purpose of Crediting Loan Amount	
Bank's Account Holder Name	Pioneer Associates
Account Number	50200048138757
Account Type	CURRENT
Bank Name	HDFC Bank
Branch	NA
IFSC Code	HDFC0000103

Details of References

Details of Reference 1	
Name of Reference 1	Syed Zulfakar
Address of Reference 1	NA
Contact No.	9010901010
Email Id.	NA

Details of Reference 2	
Name of Reference 2	Syed Zunun
Address of Reference 2	NA
Contact No.	9898911001
Email Id.	NA

Aditya Birla Finance Limited

(A subsidiary of Aditya Birla Capital Ltd.)

One Indiabulls Centre, Tower 1-C, 18th Floor, 841, Jupiter Mill Compound,
Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013.
+91 22 4346 7100 | (F) +91 22 4356 7266 | Toll-free number 1800-270-7000
care.digitalfinance@adityabirlacapital.com | <https://www.abfldirect.com>

Registered Office:

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





DISBURSEMENT REQUEST LETTER

Dated: 24th Feb 2024

To,

The Manager,
ABFL ("ABFL").

Sir,

Subject:- Disbursement Request Letter

Pursuant to the Loan Agreement executed between ABFL and us/myself, I/we have been sanctioned a Loan of Rs. 13,00,000/- (Rupees Thirteen Lakh and Zero paise Only Rupees Only) from ABFL

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

I, hereby, request you to remit the proceeds of the disbursement into the following account (after deduction of applicable interest, charges, fees and taxes):

Name of Payee	Account No	Bank Name	IFSC Code	Amount (Rs.)
Pioneer Associates	50200048138757	HDFC Bank	HDFC0000103	Rs. 13,00,000/-

Thanking you.

Yours Faithfully,

(sign and stamp)

Name: Pioneer Associates Authorized signatory

For Pioneer Associates

Signed for and on behalf of Co-applicant (as applicable)

By Shaik Karimulla Title: Individual

Date 24th Feb 2024

To,

The Manager,
ABFL ("Lender").

Dear Sirs,

Ref: Loan Agreement dated 24th Feb 2024

In discharge of my/our liabilities in respect of the aforesaid Loan Agreement, I / We hereby submit the cheque/s as provided in Annexure to this letter to the Lender drawn in favour of "ABFL" towards repayment of obligations with the details as mentioned in annexure Security Post Dated Cheques (SPDC)

I / We:

- (a) Agree and confirm that in accordance with the provisions of Section 20 of the Negotiable Instruments Act, 1881 the Lender as the holder of the said cheque shall have the authority to complete the above cheque if required. I / We also authorize the Lender to fill and deposit the said cheque on the due date and also undertake to maintain sufficient balance in the account.
- (b) Undertake to honour the said cheque when presented for payment and not to take any steps, which in any way, affect or are likely to affect the payment thereunder to the Lender including, without limitation, any stop payment instructions.
- (c) Agree that prior written consent of the Lender shall be required for changing the authorised signatories for the relevant Lender account(s) from which the said cheque is submitted. In the event of any changes to the authorised signatories for its relevant Lender account(s), I / We shall either give unconditional and irrevocable instructions to the Lender on whom the said cheque has been drawn to clear and honour the said cheque (details of which shall be provided to the Lender in full details) bearing the signatures of the authorised signatories before the change or, in the alternative, I / We shall issue fresh cheque, duly signed by me / us, to the Lender bearing the signatures of the new authorised signatories.
- (d) Undertake to replace the cheque in the event the cheque issued as above by me/us is lost in transit or misplaced or for any reason the Lender is not able to put the cheque in clearing, and give replacement cheque to the Lender immediately upon receipt of a written request from the Lender in this regard.
- (e) Am/Are aware that in case of any default on our part in honoring the amount due and payable by us to the Lender, the Lender shall have the right to present the above cheque and we unconditionally and irrevocably agree that we shall upon such presentation honour the said cheque without demur.
- (f) Agree and acknowledge that dis-honor of the said cheque would make me / us liable including under the provisions of section 138 of the Negotiable Instruments Act, 1881.

Thanking you,

Yours truly,

Signed for and on behalf of Borrower

Signed for and on behalf of Co-applicant(as Applicable)

By Pioneer Associates

Title: Pioneer Associates

By Shaik Karimulla

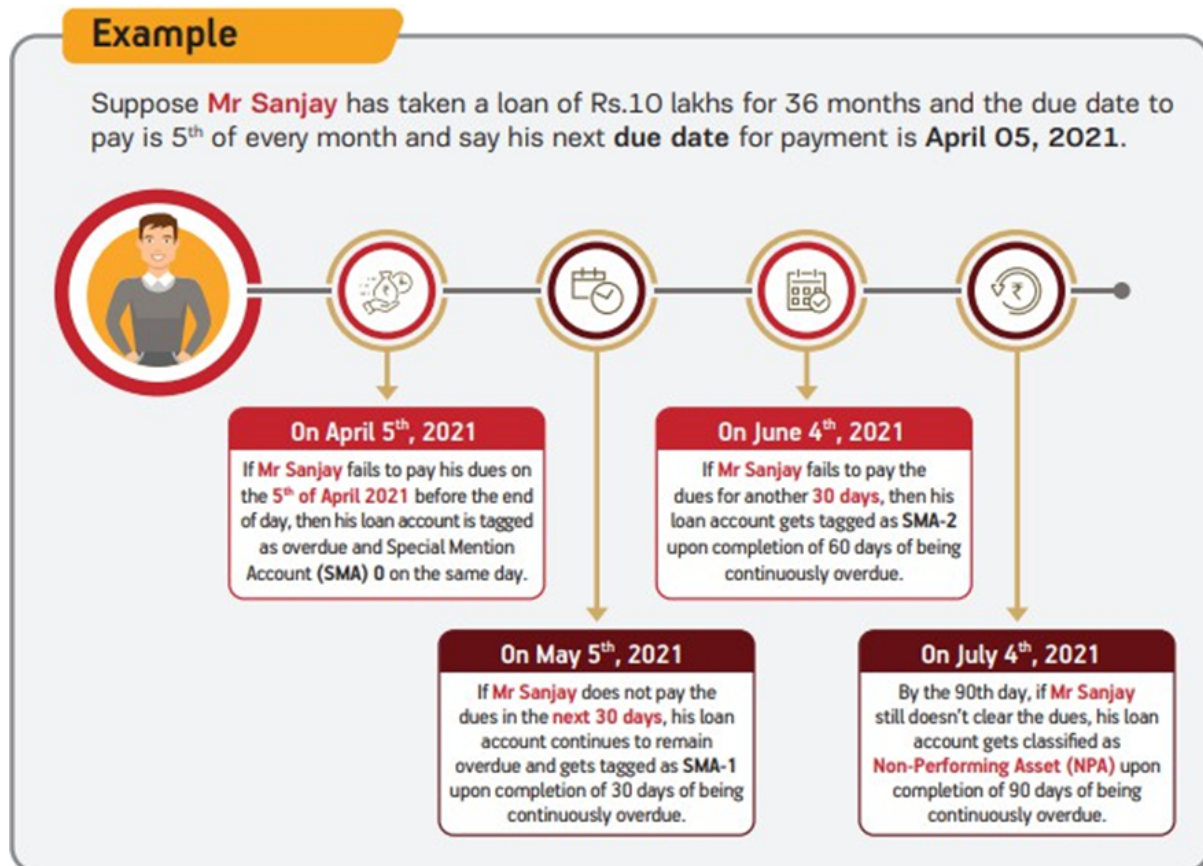
Title: Shaik Karimulla

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.



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.

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	
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

Details of Guarantor 1	
Name of Guarantor 1	NA
Address of Guarantor 1	NA
Contact No.	NA
Email ID	NA

NA
Name of the Guarantor

FINANCING Solutions

Aditya Birla Finance Limited

(A subsidiary of Aditya Birla Capital Ltd.)



ADITYA BIRLA CAPITAL

PROTECTING INVESTING FINANCING ADVISING

Key Fact Statement/Fact Sheet

Date of execution	24th Feb 2024	Name of the Regulated entity: Aditya Birla Finance Limited	Applicant Name	Pioneer Associates
Application ID	PNF-ORNEW-000-SEP23-00001		Applicable Loan Type	Unsecured Business Loan

Sr.No.	Parameter	Details (given for illustrative computation purposes only)
(i)	Loan amount (amount disbursed/to be disbursed to the borrower) (in Rupees)	Rs. 13,00,000 /-
(ii)	Total interest charge during the entire tenor of the loan (in Rupees)	Rs. 3,49,581 /-
(iii)	Other up-front charges, if any (break-up of each component to be given below) (in Rupees)	Rs. 60,560 /-
(a)	Processing fees, if any (in Rupees)	Rs. 45,500 /-
(b)	Stamp Duty (in Rupees)	Rs. 310 /-
(c)	Insurance charges, if any (in Rupees)	Rs. 0 /-
(d)	Document Charges	Rs. 14,750 /-
(e)	Others (if any) (in Rupees) (details to be provided)	NA
(iv)	Net disbursed amount ((i)-(iii)) (in Rupees)	Rs. 12,39,440 /-
(v)	Total amount to be paid by the borrower (sum of (i), (ii) and (iii)) (in Rupees)	Rs. 17,10,141 /-
(vi)	Annual Percentage Rate - Effective annualized interest rate (in percentage) (computed on net disbursed amount using IRR approach and reducing balance method)	24 %
(vii)	Tenor of the Loan (in month)	24
(viii)	Repayment frequency by the borrower	Monthly
(ix)	Number of instalments of repayment	24
(x)	Amount of each instalment of repayment (in Rupees)	Rs. 68,732 /-
Details about Contingent Charges		
(xi)	Rate of annualized penal charges in case of delayed payments (if any)	Rs. 300(fixed) + 36%
(xii)	Late Payment Charges	2%Contractual rate of interest-as per case
(xiii)	Bouns charges per instance	Rs.750/-
(xiv)	Foreclosure Charges	5% of principal loan outstanding amount normal testing purpose
(xv)	Rate of annualized other penal charges (if any); (details to be provided)	NA
Other disclosures		
(xvi)	Cooling off/look-up period during which borrower shall not be charged any penalty on prepayment of loan	3 Days
(xvii)	Details of LSP acting as recovery agent and authorized to approach the borrower	List of Collection Agencies can be accessed at: https://flexiloans.com/regulatory
(xviii)	Name, designation, address and phone number of nodal grievance redressal officer designated specifically to deal with FinTech/ digital lending related complaints/ issues	ABFL GRO Details: Name: Shruti Sarraf Email id: grievance.finance@adityabirlacapital.com Number: 080 – 45860196
		Partner GRO Details: Name: Mr. Manish Lunia

		Email id: nodal.grievance@epimoney.com Number: 022-62603800
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Detailed Repayment Schedule

Sr. No.	Outstanding Principal	Principal Due	Interest due	EMI
1	9,59,166	40,834	1,750	42,584
2	9,18,261	40,905	1,679	42,584
3	8,77,284	40,977	1,607	42,584
4	8,36,235	41,049	1,535	42,584
5	7,95,114	41,121	1,463	42,584
6	7,53,922	41,193	1,391	42,584
7	7,12,657	41,265	1,319	42,584
8	6,71,320	41,337	1,247	42,584
9	6,29,911	41,409	1,175	42,584
10	5,88,429	41,482	1,102	42,584
11	5,46,875	41,554	1,030	42,584
12	5,05,248	41,627	957	42,584
13	4,63,548	41,700	884	42,584
14	4,21,775	41,773	811	42,584
15	3,79,930	41,846	738	42,584
16	3,38,010	41,919	665	42,584
17	2,96,018	41,992	592	42,584
18	2,53,952	42,066	518	42,584
19	2,11,812	42,140	444	42,584
20	1,69,599	42,213	371	42,584
21	1,27,312	42,287	297	42,584
22	84,951	42,361	223	42,584
23	42,515	42,435	149	42,584
24	0	42,515	74	42,584

The Borrower shall also pay to the Lender all and any fees and charges including but not limited to any duties, taxes, charges, and penalties and/ or any increases in costs to the Lender by reason pertaining to or arising from (i) Loan Documents, collection of instalments and other amounts due from the Borrower under the Loan Documents but not paid, (ii) dishonour/ replacement of cheques and/ or other payment mandates and instruments, storage and sale of the same, (iii) enforcement of Lender's rights under the Loan Documents, (iv) any change in law, or in its interpretation or administration order, under or in relation to the Loan Documents, or (v) any loss suffered, sustained or incurred by the Lender in connection with any of the Loan Documents or the Loan granted to the Borrower, if and when the same is required to be paid according to the laws for the time being in force.

Recovery Mechanism:

In case of non-payment of the loan amount, interest, and other charges as per the terms of the loan documents, the Lender or its authorized service provider(s) may approach the borrower, co-borrower, and guarantor for the payment of the outstanding amount, by way of call(s), SMS(s), email(s), and in person visit(s). Notwithstanding anything mentioned hereinabove, in the event of non-receipt of the loan amount and other charges, the Lender may resort to legal recourse

Grievance redressal mechanism:

a. Customers who wish to provide feedback or send in their complaint may use the following channels between 10:00 am and 7:00 pm, on Monday to Friday (except on national holidays).

i) Internal Machinery to handle the customer complaints

ii) Call our Customer Service Helpline on 080 45860196 (Toll free) (10:00 am to 7:00 pm – Monday to Friday, except on national holidays)

iii) Email us at grievance.finance@adityabirlacapital.com

iv) Write to us at the mentioned address:

Epimoney Private Limited ('Epimoney') 7th Floor, South Annexe, Tower 2, One World Centre, 841, Senapati Bapat Marg, Elphinstone, Saidham Nagar, Lower Parel, Mumbai-400013

In case the complaint is not resolved within the given time or if he/she is not satisfied with the solution provided by Flexiloans, the customer can approach the Grievance Redressal Officer:

Name: Mr. Manish Lunia

Designation: Grievance Redressal Officer

Contact Number: 022-62603800 – 10.30 am to 6.00 pm Monday to Friday except National Holidays

Email ID: nodal.grievance@epimoney.com

Aditya Birla Finance Limited, 10th Floor, R-Tech Park, Nirlon Complex, Off Western Express Highway, Goregaon East, Mumbai - 400 063.

In case the complaint is not resolved within the given time or if he/she is not satisfied with the solution provided by ABFL, the customer can approach the Grievance Redressal Officer:

Name: Ms. Shruti Sarraf

Designation: Principal Nodal Officer

Contact Number: 080 45860196 – 10.30 am to 6.00 pm Monday to Friday except National Holidays

Email ID: grievance.finance@adityabirlacapital.com

b. The Grievance redressal Officer will be available during office hours to receive the grievance of all customers. In the event of the Grievance redressal Officer not being available the head of customer support team shall attend the customer.

c. After examining the grievance, the Grievance redressal Officer will send the final response within 30 working days of the receipt of the complaint/ grievance. During this time, Customers can write into us to check on the status of their grievance, and we will endeavour to respond to them as quickly as possible.

d. Certain types of cases might need additional time due to the nature of the activities involved, for e.g. retrieval of documents. The Company will inform the Customers of such delay and provide expected timelines for resolution of the complaint.

e. If the complaint/dispute is not redressed within a period of one month (either the complaint of the customer was rejected wholly or partly and the customer is not satisfied or the customer does not receive a reply), the customer may appeal to the Ombudsman or Deputy Ombudsman, in either of the following manner:

1) Complaint made through online mode: The complaint may be lodged online through the designated portal i.e., <https://cms.rbi.org.in>

2) Complaint made through electronic or physical mode: The complaint may be made either electronically or physically in the specified format to the Centralised Receipt and Processing, notified by RBI – Centralised Receipt and Processing Centre (CRPC)

Reserve Bank of India
Central Vista, Sector 17,
Chandigarh – 160 017
Email – crpc@rbi.org.in
Toll Free No. – 14448 (9:30 am to 5:15 pm)

Name of the borrower Shaik Karimulla

Signature of the borrower