

## FACILITY TERMS & CONDITIONS

This Loan Agreement ("**Agreement**") shall govern the terms & conditions of all the Parties to the Agreement and shall bind the following Parties from the date of signing/acceptance of this Agreement.

1. IDFC FIRST Bank Ltd, a Company incorporated under the Companies Act, 2013 and a banking company within the meaning of Banking Regulation Act, 1949, having its registered office at KRM Tower, 7th Floor, No. 1, Harrington Road, Chetpet, Chennai - 600031, hereinafter referred to as "Bank" (which expression shall unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors, transferees and assigns);
2. Epifi Technologies Pvt. Ltd., a company incorporated under the Companies Act, 2013. Having its registered office at Salarpuria Sattva Knowledge Court, Survey No. 77, Plot no.9, 06th Floor, Doddenakundi, KR Puram Hobli Bangalore East Taluk Bangalore KA 560048 IN, hereinafter referred to as 'Partner' (which expression shall unless repugnant to the context or meaning thereof, shall be deemed to mean and include its assigns & transferees); and
3. Borrower, an individual, resident of India, whose details are given in Key Fact Sheet (hereinafter referred to as "**Borrower**", which expression shall, unless repugnant to the context or meaning thereof include its successors and assigns).

The Bank, Partner and Borrower shall be referred to individually as a "Party" and collectively as the Parties. The Parties hereby irrevocably and unconditionally agree to abide by the following terms and conditions.

### WHEREAS

- A. The Bank is inter alia engaged in the business of providing financial assistance to individuals and business entities;
- B. Partner is inter alia engaged in the business of facilitating distribution of financial products and services. Further Partner will also assist the Bank with the recollection process as per the terms of this Agreement;
- C. The Borrower is an individual who avails the technology services provided by Partner through the website and mobile application ("**Partner App**"), and has now enlisted to avail the financial services and loan products provided by the Bank ("**Facility**"); and
- D. The Borrower shall be responsible for ensuring the complete and timely repayment of the loan amount and applicable interest to the Bank.

## 1. AMOUNT AND TERMS OF FACILITY

- a. Subject to the terms & conditions and Key Fact Sheet (KFS) prescribed hereunder, the Bank may extend to the Borrower a loan amount ("Loan Amount") for a period as specified in the KFS ("Term") through Partner which is acting as a facilitator between the Bank and the Borrower.
- b. The Bank shall be entitled to vary at its own discretion to change to limits of facilities (i.e., increase/decrease or renew) sanctioned to the Borrower. However, any increase in customer limit shall be with an explicit consent from the customer.

## 2. DRAWDOWN

- a. The Facility shall be made available to the Borrower only during the tenure of the Business Agreement between Bank and Partner and the same is available through the Partner App.
- b. For any products the transactions/withdrawal/utilization of the Facilities (in one or more tranches) will have to be paid by the customer as per the bill generated on Partner's app on or before the due date mentioned. The rate of interest applicable will be communicated by the Bank and mentioned on the Partner App & the Key Fact Sheet.
- c. In the event any portion of the Loan Amount are remaining due and payable by the Borrower to the Bank, whether under this Agreement or otherwise, the Bank may, at its sole discretion, reduce the overall limits

and/or adjust such monies against the respective limits and all such adjustments shall be treated as draws by the Borrower.

- d. The Bank may, in its discretion and subject to no Event of Default or potential event of default having occurred and at the request of the Borrower, renew or continue the Facilities or any part thereof for such period and in such terms and in such event all terms as applicable for such Facilities shall mutatis mutandis apply for the rollover/extended portion of the Facilities.
- e. The Bank may, at its discretion, allow draws by way of temporary facilities for such period as is permitted by the Bank, reserves its right to suspend such excess drawings without any notice to the Borrower. In case of an incorrect excess borrowing, the Borrower shall repay all such excess drawings on demand unless otherwise specified by the Bank. Till repayment of such excess drawings, the excess drawn amounts shall carry interest at the rate of revised applicable rate of interest, unless a higher rate has been stipulated by the Bank. All the provisions of the Agreement will extend to cover such excess drawings.

### 3. INTEREST / OTHER CHARGES ETC.

- a. The Borrower shall pay to the Bank interest as applicable determined by the Bank and mentioned in the Key Fact Sheet (KFS) & the Partner App at the time of taking loan on all outstanding amounts under the Facilities, at such intervals as stipulated in the Partner app.
- b. The Borrower irrevocably acknowledges that any occurrence of breach of terms and conditions mentioned herein shall be deemed to require reassessment of initial credit parameters of the Borrower and as a consequence thereof, the Borrower shall, without demur/protest be liable to pay to the Bank, revised applicable rate of interest (in lieu of the applicable rate of interest) as may be applicable, from the date of happening/non- happening of the relevant conditions till such conditions are complied with to the satisfaction of the Bank.
- c. The interest rate is subject to variation in consonance with RBI directions, statutory and regulatory requirements, conditions of money market, availability of loanable funds, internal policy of the Bank, etc.
- d. The Borrower shall pay the Bank all charges associated with the product, including processing fee, cancellation charges, late payment charges and other fee/charges as may be charged by the Bank from time to time.
- e. The Borrower shall bear all applicable taxes including GST in connection with the Agreement herein. In the event of the Borrower failing to pay the monies referred to above, the Bank shall be at liberty (but shall not be obliged) to pay the same. The Borrower shall reimburse all sums paid by the Bank in accordance with the provisions contained herein.
- f. All payments by the Borrower under the Agreement mentioned herein shall be made free and clear of and without any deduction of tax or levy, except as required under the Law. Any taxes or levy so deducted by the Borrower shall be paid within the statutory time frame AND thereafter within 7 (seven) days of depositing such payment or as provided under Law, whichever is earlier, deliver to the Bank satisfactory evidence that the tax or levy so deducted at source has been duly remitted to the appropriate authority.

### 4. COMPUTATION OF INTEREST, COMMISSION AND OTHER CHARGES

- a. All interest, all commissions, discount and all other charges shall accrue from day to day and when debited to the relevant account shall be calculated on the daily debit balance of such account and which shall be computed on the basis of 360 days a year and the actual number of days elapsed.
- b. The interest on the Facilities will be charged to accounts, unless specified otherwise, on a monthly basis (and in case of closure of individual Facility account on the day of such closure) and payable by the Borrower.
- c. The Borrower/s shall pay Charges, non-refundable upfront transaction/processing fees, and other charges as and when applicable
- d. Borrower hereby agrees and confirms that in case wherein the Borrower avails any third-party services through the Bank then the fees/ charges applicable for the said third party services shall be deducted from the Loan amount and the Bank shall not be held liable for the services provided by such third party. It shall be the sole discretion of the Borrower to opt for such third-party products and services and for any changes/cancellation on booking of such products will need to be done through relevant third party as per their product T&C. Bank shall not be liable for any claims and damages arising out of or in relation to third party product and services availed by the Borrower.

## 5. CONCEPTS & ILLUSTRATIONS ON DUE DATES AND SPECIFICATION OF SMA /NPA CLASSIFICATION DATES

- a. **Dues** shall mean the principal/interest/any charges levied on the loan account which are payable within the period stipulated as per the terms of sanction of the credit facility.
- b. **Overdue** shall mean the principal/interest/any charges levied on the loan account which are payable but have not been paid within the period stipulated as per the terms of sanction of the credit facility. In other words, any amount due to the bank under any credit facility is 'overdue' if it is not paid on the due date fixed by the bank.
- c. **Non-Performing Asset (NPA)** - is a loan or an advance where
- interest and /or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan.
  - the account remains 'out of order' as indicated below in respect of an Overdraft/Cash credit (OD/CC).
- d. **"First In First Out" (FIFO)** - The relevance of ' First in First Out ' (FIFO) is in appropriation of payments into the borrowal account; The Principle of FIFO i.e., ' First In First Out accounting method is relevant to arrive at the No of days of overdue for determining the SMA/NPA status. The FIFO principle assumes that the oldest outstanding dues in the loan account needs to be cleared first. The FIFO method thus requires that what is due first must be paid by the borrower first.  
For example: If in any loan account as on 01.02.2021 there are no overdues and an amount of Rs. X is due for payment towards principal instalment/interest/charges any payment being credited on or after 01.02.2021 in the loan account will be used to payoff the dues outstanding on 01.02.2021. Assuming that nothing is paid/or there is partial payment (Rs Y) of dues during the month of February, the overdue as on 01.03.2021 will be Rs. X-Y.  
Additionally, an amount of Rs Z becomes due as on 01.03.2021. Now any payment partial payment into the account on or after 01.03.2021 will be first utilized to payoff the partial due of 01.02,2021(Rs X- Rs Y). If there is more recovery that the Rs. X- Rs.Y then after recovering dues of 01.02.201, the remaining amount will be treated as recovery towards due of 01.03.2021.
- e. **Age of Oldest Dues** - The age of oldest dues is reckoned in days from the date on which the oldest payment is due and continues to remain unpaid. In the aforesaid illustration, if the Dues relating to 1st February 2021 remain unpaid till 01.03.2021, the age of the oldest dues is reckoned as 29 days on 02.03.2021.
- f. **Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA)** – Lending institutions will recognize the incipient stress in loan accounts, immediately on Default, by classifying them as Special Mention Accounts (SMA) The basis of classification of SMA /NPA Category shall be as follows:

Loans other than revolving facilities		Loans in the nature of revolving facilities like cash credit/overdraft	
SMA Sub-categories	Basis for classification - Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification - Outstanding balance remains continuously in excess of the sanctioned limit or 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

- g. **Out of Order** - An account shall be treated as ' out of order ' if
- the outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit /drawing power for 90 days or
  - the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but there are

no credits continuously for 90 days or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power, but credits are not enough to cover the interest debited during the previous 90 days period.

Illustrative movement of an account to SMA category to NPA category based on delay non payment of dues and subsequent upgradation to Standard category at day end process:

Due date of payment	Payment Date	Payment covers	Age of oldest dues in days	SMA / NPA Categorisation	SMA since Date/SMA class date	categorization	NPA Date
01.01.2022	01.01.2022	Entire dues upto 01.01.2022		NIL			
01.02.2022	01.02.2022	Partly paid dues of 01.02.2022	1	SMA-O	01.02.2022		
01.02.2022	02.02.2022	Partly paid dues of 01.02.2022	2	SMA-O	01.02.2022		NA
01.03.2022		Dues of 01.02.2022 not fully paid 01.03.2022 is also due at EOD 01.03.2022	29	SMA-O	01.02.2022		
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA-O	01.03.2022		
		No payment of full dues of 01.02.2022 and 01.03.2022 at EOD 03.03.2022	31	SMA-1	01.02.2022 03.03.2022		
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not fully paid at EOD 1.03.2022	1	SMA-O	01.03.2022		

01.04.2022		No payment of dues of 01 .02.2022, 01 .03.2022 and amount due on 01.4.2022 at EOD 01.04.2022	60	SMA-1	01.02.2022 03.03.2022		
		No payment of dues of 01.02.2022 till 01.04.22 at EOD 02.04.2022	61	SMA 2	01 .02.2022 / 02.04.2022		
01.05.2022		No payment of dues of 01 .02.2022 till 01.05.22 at EOD 01.05.2022	90	SMA 2	01.02.2022/ 02.04.2022		
		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022	91	NPA		NPA	02.05.2022
01.06.2022	01.06.2022	Fully Paid dues of 01.02.2022 at EOD 01 .06.2022	93	NPA	NA		02.05.2022
01.07.2022	01.07.2022	Paid entire dues of 01 .03.2022 & 01.04.2022 at EOD	62	NPA	NA	NPA	02.05.2022
01 .08.2022	01 .08.2022	Paid entire dues of 01 .05.2022 & 01.06.2022 at EOD 01 .08.2022	32			NPA	02.05.2022
01 .09.2022	01 .09.2022	Paid entire dues of 01 .07.2022 & 01.08.2022 at EOD 01 .09.2022	1				02.05.2022
01.10.2022	01.10.2022	Paid entire dues of 01.09.2022 & 01 .10.2022	0	Standard Account with No Overdues			STD from 01.10.2022

Note- Examples are illustrative and not exhaustive in nature covering common scenarios and that the IRACP norms and clarifications provided by RBI on the subject will prevail.

- h. **Amortization Schedule/Repayment Schedule;** - The Amortization Schedule shall be provided separately after the disbursement of loan and shall consist of details pertaining to exact due dates for repayment of loan,

breakup between principal and interest, in case of loan facilities with moratorium on payment of principal and or interest, the exact date of commencement of repayment etc., shall also be specified in the said amortization schedule.

## 6. REPAYMENT

- a. The Borrower shall make the payment through the Partner App and/or alternate channels enabled by Partner through a regulated Payment Aggregator/Gateway in the form of Net Banking/Debit Card/UPI and/or Standing Instruction/ECS/NACH ('Mandate') from Borrower owned KYC compliant account. Please note that Payment Aggregator/Gateway is acting only as a facilitator of the transactions between the Bank and the Borrower and is collecting the amounts due from the Borrower on behalf of the Bank
- b. The Borrower shall repay the Loan Amount availed under this Agreement and interest thereon. The interest shall be at such rate which has been indicated by the Bank to the Borrower, through the Partner App, at the time of availing/utilizing the Facility and as also as communicated to the Borrower thereafter. The interest calculation will start from the date of the confirmation of the request for availing the facility by the Borrower. The amount together with other details of the Loan Amount (including rate of interest) shall be also communicated to the Borrower at his/her registered email/mobile number.
- c. The EMI amount due as per the scheduled date shall subsequently be reflected in the statement. Bank is authorized by the Borrower to debit his/her Bank account as has been intimated to the Borrower. Upon repayment by the Borrower, the Credit Limit shall be reinstated to the extent of the amount of principal component of the amount repaid by the Borrower.
- d. The Borrower shall be required to pay the entire amount of the EMI for a particular month on the payment due date, as determined by the Bank and indicated by Partner or the Bank and the same shall not be permitted to be carried forward/included in the next month. In the event the payment is not made by the due date as specified, it shall be construed as a default by the Borrower and the Borrower shall become liable to pay the amount together with the interest as may be leviable on his Facility and late payment charges, as specified by the Bank.
- e. Notwithstanding anything in this Agreement, the Parties agree that the Borrower shall, at all time, have the right to make repayment to the Bank through Partner App, in whole or part of the Loan Amount. Charges if any, will be applicable as per the schedule of charges.
- f. The Bank may at any time, without assigning any reasons and without notice to the Borrower cancel the unutilized and/or drawn portion of the Facilities or any part thereof and demand repayment thereof, and thereupon the principal amount outstanding together with all interest, charges expenses etc. thereon shall become immediately due and payable by the Borrower to the Bank.
- g. If the due date in respect of any amounts payable under the Facilities falls on a day which is not a business day at the place where the payment is to be made, the immediately preceding or succeeding business day shall be the Due Date for such payment. The same would be informed to the Borrower in advance by the Bank through the Partner App.
- h. The Borrower agrees that the Loan Amount or part thereof or the instalment amount or any other amount due to the Bank shall not be recovered from or demanded from Partner on behalf of the Borrower. For the avoidance of doubt and notwithstanding anything contained in this Agreement, it is clarified that the Partner or any of its group entities shall not, at any time, be held responsible for the repayment of any portion or whole portion of the Loan Amount from the Borrower to the Bank.
- i. The Borrower agrees, declares and confirms that, notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other Law, or any terms and conditions to the contrary contained in this Agreement, the Bank may, at its absolute discretion, appropriate any payments made by the Borrower under this terms and conditions or otherwise, towards the dues payable by the Borrower to the Bank under this Agreement and/or other agreements entered into between the Borrower and the Bank and in any manner whatsoever.
- j. Credit for all payments will be given only on realization or on the relative due date, whichever is later.

## 7. REPRESENTATIONS AND WARRANTIES

- a. The Borrower hereby represents, warrants, assures and confirms as applicable to it, that:
  - i. By clicking on the tab/ button/ checkbox of "Confirm" or any other button/ checkbox of similar nature: (i) Borrower confirms that Borrower is eligible under Applicable Law to avail the Facility, (ii) Borrower



consent to avail and use the Facility as per the terms and conditions of these Facility Terms and Conditions; and (iii) Borrower consents to receive communications, notices regarding transactional & promotional communication from Bank and its business partners, service providers, authorized third parties etc. (whether through SMS, WhatsApp, emails, phone calls, automated phone calls or by any other means). Electronic communications shall be deemed to have been received by Borrower when Bank sends the electronic communication to the email address / mobile number / details provided by Borrower or any other third party. Borrower agrees that Borrower will not hold Bank, or its business partners/ service providers/ authorized third parties responsible for any such communications received from Bank/ its business partners/ service providers/ authorized third parties, nor will any such communication amount to spam, unsolicited communication or a violation of Borrower registration on the national do not call registry. The Borrower(s) have agreed to this Facility Terms and condition by click wrap method or by physically consenting as the case may be and the same is construed as express consent under the existing laws of India. The Facility terms and conditions set out herein shall be applicable to the Facility/Loan provided/ to be provided by the Bank to the Borrower(s).

- ii. Authorizes the Bank to make any enquiries regarding his application and make any queries/verification with any other finance company/bank/credit bureau agencies/account aggregator/statutory bodies etc. as may be required or as they may deem fit and shall not hold the Bank (or any of its group companies or its/their agents/representatives) liable for use/sharing of this information. Except to the extent disclosed to the Bank, no director or a relative/near relation (as specified by RBI) of a director of a banking company (including the Bank) or a relative/near relation (as specified by RBI) of a senior officer of the Bank (as specified by RBI) is the applicant(s), or a partner of bank's concern, or of its subsidiary, or its holding company, or a guarantor on its behalf, or holds substantial interest in its concern or its subsidiary or holding company.
- iii. Hereby consents to receiving information from Central KYC Registry CERSAI through SMS/Email on his registered number/email address. Borrower hereby provides the consent to bank to pull his KYC details from CERSAI & PAN details from NSDL/Income Tax Department as and when required by the Bank for compliance. Borrower hereby agrees to abide by and be bound by all applicable rules/regulations/instruction/guidelines including but not limited to those issued by the Reserve Bank of India, including the Foreign Exchange Management Act, 1999 and Foreign Account Tax Compliance Act, 2010 (to the extent applicable to India) and the Common Reporting Standards (CRS), in force from time to time. Borrower confirms having declared his status as per the rules applicable under section 285BA of the Income Tax Act, 1961 (the Act) as notified by Central Board of Direct Taxes (CBDT) in this regard
- iv. Borrower hereby overrides his NDNC registration and gives consent to the Bank or its Authorized Agents and third party service providers to use information/data provided by the Borrower to contact him through any channel of communication including but not limited to email, telephone, SMS, etc. and further authorizes the disclosure of the information contained herein to its affiliates or their Authorized Agents or Third Party Service Providers in order to provide information and updates to the Borrower on various financial and investment products and offering.
- v. Has given complete and correct information and details in the application journey about himself/herself.
- vi. Acknowledges that Partner is a mere facilitator/intermediary, and the Loan is extended by Bank. The Borrower further acknowledges that the Loan amount / disbursement of Loan may flow from Partner's or Bank's banking account, in either case Borrower shall be liable to Bank to repay the outstanding on Loan account and any disputes on the Loan will be resolved between the Borrower and Bank without any recourse to Partner.
- vii. The Borrower hereby undertakes to keep the Bank informed of any change in the Borrower's e-mail ID, Telephone number, Mobile number and Address. The Borrower authorizes the Bank to update the contact information change that the Bank may be informed of and hereby authorizes the Bank to contact the Borrower at the updated contact details, by post, phone, e-mail, SMS/text messaging.
- viii. The Bank shall also be entitled to communicate in any manner it may deem fit, with the person/s or persons whose name is given for reference by the Borrower, with a view to get assistance from such person/s in recovering the Loan amount
- ix. The Borrower hereby represent, warrant, and confirm that the purpose of this Facility is personal consumption and also agree and undertake to utilize the Facility only for the above-mentioned purpose and that the Facility shall not be used for any of the following purposes:
  - Illegal & antisocial activity.
  - Purchase of gold in any form including primary gold, gold bullion, gold jewellery, gold coins, units of Gold Exchange Traded Funds (ETF) and units of gold Mutual Funds.

- Speculative investment in real estate.
  - Investment in securities, debentures or the stock markets.
  - Money lending activities.
  - Repayment towards any lending products of the Bank.
  - Speculative activity not mentioned above; or
  - Any other activities for which the Facility is not extended.
- x. the Borrower understands and confirms that if Aadhar OTP based EKYC non-face to face KYC method has been used to create an account up to Rs. 60,000 with validity of 12 months (or as per the prevailing RBI compliance around the same) here then the borrower has not & will not use Aadhar OTP based EKYC non-face to face KYC method to open any other account with any third party Regulated Entity (RE) as defined by RBI until and unless the KYC is upgraded
- xi. the Borrower has the power and authority to execute, deliver and perform this terms & conditions and the same does not conflict with any Law, constitutional document, any other documents to which the Borrower is a party.
- xii. The Borrower confirms that his/her Nationality is Indian. Any changes in the same the Borrower will have to visit the Bank branch to update the same.
- xiii. all accounts and financial statements furnished by the Borrower to the Bank have been prepared in accordance with accounting standards and practices in force in India and present true and fair financial position of the Borrower.
- xiv. no event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on the Borrower or its Affiliates or to which its assets are subject, which might have a material adverse effect.
- xv. All statutory dues and taxes have been paid (save and except as disclosed in writing to the Bank).
- xvi. the information furnished by the Borrower to Partner or the Bank in connection with or for obtaining the Loan Amount/Facilities is true, complete, and correct and not misleading in any material respect.
- xvii. neither the Borrower, nor any person acting on its behalf, has been engaged in (i) corrupt practices, fraudulent practices, collusive practices or coercive practices in connection with the Borrowers business and operations, (ii) money laundering or acted in breach of any Laws relating to money laundering; or (iii) the financing of terrorism.
- xviii. the Borrower has not committed any breach under any agreement entered into with any person for availing any finance facility and neither the Borrower are facing any litigation initiated by another financier including banks.
- xix. the Borrower agrees that the customer grievances around account updations, refunds and loan closures will be responded by a designated authority of the bank within defined timelines as per bank's policies
- xx. the Borrower agrees that the loan will be reported in Bureau as a Personal Loan & note that it generally takes up to 45-60 days for payment/closure/regularization etc. of the facility, to reflect in the bureau.
- xxi. the Borrower hereby agree to abide and be bound by all applicable rules/regulations/instruction/guidelines including but not limited to those issued by the Reserve Bank of India including the FEMA Regulations 2000 governing EEFC Accounts, the Foreign Exchange Management Act, 1999 and Foreign Account Tax Compliance Act, 2010 (to the extent applicable to India) and the Common Reporting Standards (CRS), in force time to time. The Borrower confirms having declared his status as per the rules applicable under section 285BA of the Income Tax Act, 1961 (the Act) as notified by Central Board of Direct Taxes (CBDT) in this regard. The Borrower confirms that except to the extent disclosed to the Bank, no director or a relative (as specified by RBI) of a director of a banking company (as specified by RBI) or a relative of a senior officer of the Bank (as specified by RBI) is - the applicant(s), or a partner, managing agent, manager, employee, director of its concern, or of its subsidiary or its holding company, or a guarantor on its behalf, or holds substantial interest in its concern or its subsidiary or holding company.
- Country of birth **India** Place of birth **India** Country of residence as per tax laws **India** Foreign TIN **NA**  
TIN Issuing country **India**



- xxii. except to the extent disclosed to the Bank: (i) all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arm's length basis; (ii) he/she is not a director or specified near relation of a director of a banking company; (iii) he/she is not a specified near relation to any senior officer of the Bank.
- xxiii. that neither the Borrower nor any other person benefiting in any capacity in connection with or from this Agreement and/or any instruments and/or payments thereunder is a Specially Designated National (SDN) and/or otherwise sanctioned, under the sanctions promulgated/issued by India and/or any other country from time to time (collectively, the "Sanctions"). This representation will continue to remain valid till the repayment of all amounts under this Agreement and conclusion of the underlying transaction pursuant to the Agreement.
- xxiv. Agrees to visit the Bank branch for any changes in the information provided by the Borrower through the Partner App.
- xxv. There is no action, suit, proceeding or investigation pending to the knowledge of the Borrower before any court of law or any competent authority which might have a material effect on the Borrower financials and/or might put into question the validity, enforceability or performance of the Agreement.
- xxvi. The Borrower understands and confirms the disbursement of Loan by 'the Bank' shall be subject to compliance of KYC documents within 90 days of Application. Notwithstanding anything stated elsewhere in the Application, Agreement or otherwise, the Facilities mentioned overleaf will be available solely at the Bank's discretion and subject to compliance of all formalities and documentation as may be specified / required by the Bank within the prescribed time frame and in absence of the same entire process KYC and documentation must be done afresh.
- xxvii. The Borrower shall be liable to perform or fulfil its obligations at all point of time and shall not delay/postpone performance, its obligations in whole or in part, even on the ground of any force majeure event such as acts of God, floods, cyclones, earthquakes, fires, wars, riots, strikes, orders of governmental or other statutory authorities, national emergency, or any other similar causes.
- xxviii. The Borrower has no objection for the disclosure by the Bank of all or any such:
  - a. Information, obligations and data relating to the Borrower, Loan, Agreement, Products/assets furnished by the Borrower including other credit facility granted/to be granted by the Bank;
  - b. Information, data relating to default, if any, committed by the Borrower in discharge of its obligations to the Credit Information Company ("CIC") or agency authorized by the Reserve Bank of India. CIC and/ or other agency so authorized may use and/or process the aforesaid information and data in any manner as deemed fit by them. CIC and/or other agencies may furnish for consideration, the processed information and data or products thereof prepared by them, to the Bank and other credit guarantors or registered users, as may be specified by RBI
  - c. In the Event of Default, the Bank shall also be entitled to communicate in any manner it may deem fit, to or with any person or persons including guarantors, person giving reference to loan, with a view to procure assistance of such person or persons in recovering the defaulted amounts including but not limited to visiting the property and/or any place of work of the Borrower.
  - d. The Borrower agrees that the Bank may be required to disclose Borrower personal and financial information to the statutory authorities in connection with any legal process that may be initiated by such authorities in accordance with applicable laws.
  - e. The Bank discourages the Borrower from sending or posting to the Bank's website any information that the Borrower considers to be confidential or proprietary. Please note that if the Borrower does send or post any such information or material, the Bank will assume that it is not confidential. By sending or posting any information or material, the Borrower grant the Bank an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials or information, and the Borrower agrees that the Bank is free to use any ideas, concepts, know-how or techniques that the Borrower sends or post for any purpose on this website.
  - f. The Borrower agrees that the Bank may also share Borrower information to provide Borrowers with superior services and a range of offers. The Bank may use this information to advise Borrowers about products, services and other marketing materials, which the Bank thinks may be of interest to Borrowers. The Bank further reserves the right to disclose the information to any third party if the disclosure of the same is for getting any additional service, products which may be beneficial to the Borrower, as per the sole assessment and discretion of the Bank.

- g. The Bank will limit the collection and use of Borrower information only on a need-to-know basis to deliver better service to the Borrowers. The Bank may use and share the information provided by the Borrowers with its Affiliates and third parties for providing services and any service-related activities such as collecting subscription fees for such services and notifying or contacting the Borrowers regarding any problem with, or the expiration of, such services. In this regard, it may be necessary to disclose the Borrower information to one or more agents and contractors of the Bank and their sub-contractors, but such agents, contractors, and sub-contractors will be required to agree to use the information obtained from the Bank only for the said purposes. The Borrower authorizes the Bank to exchange, share, part with all information related to the details and transaction history of the Borrower to its Affiliates/ other banks/ financial institutions/ credit bureaus/ agencies/ participation in any telecommunication or electronic clearing network as may be required by law, customary practice, credit reporting, statistical analysis and credit scoring, verification or risk management or any of the aforesaid purposes and shall not hold the Bank liable for use or disclosure of this information. The Bank values relationship with Borrower and will at all times strive to ensure Borrower's privacy

xxix. The Borrower undertakes and declare that if there are any changes in the particulars and information given by Borrower while availing the Loan facility, Borrower shall within 30 days from the date of any such change in the particulars and information shall disclose the details of such changes to the Bank without withholding the same.

xxx. The Borrower hereby declares that Borrower is not a Politically Exposed Person (PEP)

- b. All representations and warranties of the Borrower contained herein shall survive the execution, delivery and/or termination of this Agreement and until the Facilities has been repaid in full.
- c. The Borrower will be deemed to have renewed each of these representations and warranties every time it avails the Facilities under this Agreement.

## 8. CONDITIONS PRECEDENT TO DISBURSEMENT

The Bank shall not be obliged to disburse the Loan Amount unless and until, the Borrower shall have complied with the disbursement conditions and/or such other conditions as may be stipulated by the Bank from time to time. Further, the Borrower undertakes that the Loan Amount availed from the Bank through the Partner App will not be used for any unlawful, illegal and anti-social activity or any other activity for which this facility is not extended.

## 9. COVENANTS AND UNDERTAKINGS OF THE BORROWER

The Borrower undertakes and covenants with Partner and/or the Bank, so long as the Facilities or any part thereof are outstanding, and until the full and final payment of all money owing hereunder as far as applicable to it, it shall:

### a. Positive Covenants:

- i. Notify Partner and the Bank of the occurrence of any event or the existence of any circumstances which constitutes or results in any declarations, representations, warranty, covenants or condition under this Agreement and/or the other agreement being or becoming untrue or incorrect in any respect.
- ii. Inform Partner and the Bank of any litigation, arbitration or other proceedings, which have a Material Adverse Effect, within a period of two Business Days upon the same being instituted or threatened by any person whatsoever.
- iii. Inform Partner and the Bank about any proposed action by the Borrower or action taken by any other person under any insolvency/bankruptcy laws against the Borrower.
- iv. Perform, on request of Partner or the Bank and at the expense of the Borrower, such acts as may be necessary to carry out the intent of this Agreement including but not limited to executing and delivering such further agreements, undertaking, declarations, assurances and writings.
- v. Promptly inform Partner and the Bank of any distress or other process of court being taken against any of the Borrowers premises and/or property and/or assets.
- vi. Notify Partner and the Bank of any material loss or damage which the Borrower may suffer due to any event, circumstance, or act of God. Further, the Borrower agrees to intimate the Bank from time to time,

details of insurance claims lodged/ filed and received by the Borrower.

- vii. File all relevant tax returns and pay all its taxes/duties promptly when due.
- viii. Comply with such other conditions as may be stipulated by the Bank from time to time on account of requirement of any Law.
- ix. If required by Partner or Bank at any time, submit to the Bank the information etc. as envisaged under RBI circular No. DBOD.No.BP.BC.94 /08.12.001/2008-09 dated 8th December 2008, as amended/replaced from time to time.
- x. If required by Partner or Bank at any time, submit to the Bank information regarding its Un-hedged Foreign Currency Exposure (UFCE) in such form and manner and at such intervals as may be required by the Bank from time to time.
- xi. Ensure all its assets that are material to the conduct of its business are in good operating condition, subject to ordinary wear and tear.
- xii. Ensure that the transactions entered into pursuant to the Agreement do not violate any Sanctions, directly or through persons or entities subject to any Sanctions, which may pertain inter alia, to the purpose and/or end use of the Facility, goods manufactured in or originated from/through certain countries, shipment from/to/using certain countries, ports, vessels, liners and/or due to involvement of certain persons and entities.

**b. Negative Covenants:**

The Borrower covenants and undertakes that, so long as the Facilities or any part thereof are outstanding, and until full and final payment of all moneys owing hereunder, the Borrower shall not, without the prior written consent of the Bank:

- i. Contract, create, incur, assume or suffer to exist any indebtedness, except as otherwise permitted under this Agreement or prepay any indebtedness;
- ii. Make any investments whether by way of deposits, loans, or investments in share capital or otherwise, in any concern. This provision shall not apply to loans and advances granted in the ordinary course of business; and
- iii. The Borrower shall not file any application for seeking immunity under any Law without obtaining prior written consent of the Bank;

**10. EVENTS OF DEFAULT AND CONSEQUENCES THEREOF**

a. The occurrence of any one or more of the following events shall constitute an “Event of Default” under this Agreement:

- i. The Borrower fails to pay/repay any monies in respect of the Facilities on the due dates, whether at stated maturity, by acceleration or otherwise;
- ii. Breach of any statement, representation, warranty or confirmation or covenant made herein or Borrowers proposal / application or in this Agreement or otherwise on the part of the Borrower/third party;
- iii. Any other event/material change which prejudicially alters the Banks interest or may have Material Adverse Effect including but not limited to nationalization/expropriation and/or compulsory acquisition of the Borrower and/or its assets by the authority of government;
- iv. The Borrower is in breach/default of any agreement with any person who has provided loans, deposits, advances, guarantees or other financial facilities to the Borrower;
- v. Any steps taken by the Borrower under the insolvency or bankruptcy Law.
- vi. Filing of petitions as against the Borrower under any bankruptcy or insolvency law or if the Borrower has taken or suffered to be taken any action for its reorganization or if a receiver has been appointed over all or any part of the assets of the Borrower.

- vii. If any attachment or distress or restraint has been levied on the Borrower's assets or any order/certificate has been passed for recovery of dues and such order or judgment is not vacated, discharged or stayed for a period of 30 days, and such judgments or orders involve in the aggregate a liability which could have a Material Adverse Effect;
  - viii. Any legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending against the Borrower in management of the Borrower or any of its assets which individually or in the aggregate would, if adversely determined, have a Material Adverse Effect.
  - ix. The Borrower is unable or has admitted in writing its inability to pay any of its indebtedness as they mature or when due.
  - x. Any consent, authorization, approval or the like, or license of or registration with or declaration to government or statutory or regulatory authority made by the Borrower for entering into this Agreement and/or other Agreement is revoked or terminated and is not in full force and effect.
  - xi. The death, lunacy or other disability of the Borrower.
- b. Upon occurrence of an Event of Default, the Bank shall be entitled, by a notice, to:
- i. declare the Facilities, together with accrued interest and other monies, to be immediately due and payable and upon such declaration, the same shall become immediately payable by the Borrower
  - ii. declare that all undisbursed portion of the Facilities shall stand cancelled, whereupon the same shall be cancelled; and
  - iii. exercise any or all rights and recourses available under this Agreement and/or under applicable Law
  - iv. Upon the occurrence of an Event of Default, the Borrower's outstanding Loan shall forthwith become payable to the Bank. The Bank may recall the Loan with additional charges. The Borrower undertakes to forthwith surrender to the Bank/ its representatives/agencies, the Product or any other product of such value as approved by the Bank. The Bank/its representatives/ agencies shall be entitled to take possession and/or dispose the same and adjust the proceeds against the total dues. If there is any deficit, the same shall be made good to the Bank by the Borrower.
  - v. The Bank shall be entitled to take recourse to other legal remedies (civil and criminal) under appropriate provisions of the laws.
  - vi. The Borrower shall be liable for payment of additional interest (if any) for delayed payment, all legal and other costs and expenses incurred in the exercise of the Bank's remedies, including repossession of the Product/ any asset and recovery of Loan amount.

## 11. INDEMNITY

The Borrower hereby agrees to indemnify and keep fully indemnified and hold harmless and save Partner and/or the Bank against : (a) any claims, losses or damages, costs, charges and expenses including litigation expenses whatsoever which may be brought or made against or sustained or incurred by Partner and/or the Bank (and whether paid by Partner/ the Bank or not) or which Partner and/or the Bank may become liable under or in respect of this Agreement; (b) action or proceedings made or brought against Partner and/or the Bank; (c) any liability or loss incurred or suffered by it, or agents; (d) every payment made, obligation, liability, loss and damage, penalties, taxes, etc. whatsoever undertaken or incurred or suffered by Partner or the Bank (whether directly or indirectly) under or in connection with and/or arising under this Agreement; and/or (e) against any liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by Partner or the Bank as a result of or in connection with Partner acting as a facilitator of transactions and agent of the Bank and/or the Bank granting the Facilities as herein mentioned, without deducting tax in India whether or not such payment attracts withholding tax in India or requires due certification by a qualified accountant.

## 12. DISCLOSURE

- a. The Borrower agrees that in addition to any other rights enjoyed by the Bank, in the event of the Borrower committing any default, the Bank shall be entitled to disclose to the RBI or any other statutory or regulatory authority or to any other third person, the name/identity of the Borrower and/or its directors/partners/ trustees and the default committed. In case of default in payment of any of the indebtedness to the Bank, the Bank or

the RBI will have an unqualified right to disclose or publish the name of the Borrower and/or its directors/partners/trustees as defaulters (including as willful defaulters) in such manner and through such medium as the Bank and/or the RBI in their absolute discretion may deem fit. The Borrower further agrees that the Bank may, as it deems appropriate and necessary disclose and furnish to TransUnion CIBIL Limited (formerly known as Credit Information Bureau (India) Ltd ("CIBIL") and any other agency authorized in this behalf by RBI all or any of the following:

- i. information and data relating to the Borrower;
  - ii. the information or data relating to the Facilities availed of/to be availed, by the Borrower; and
  - iii. the information and details of the default, if any, committed by the Borrower, in discharge of the indebtedness.
- b. The Borrower agrees and undertakes that:
- i. CIBIL, CRIF, Experian, Equifax and any other agency so authorized may use, process the said information and data disclosed by Partner and/or the Bank in the manner as deemed fit by them; and
  - ii. CIBIL and any other agency so authorized may furnish for consideration, the processed information and data or products thereof obtained by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.
- c. Partner and/or the Bank may at the risk and cost of the Borrower engage one or more person(s) to verify any facts or information furnished by, concerning or pertaining to the Borrower and/or in relation to this Agreement and/or to collect the indebtedness and may furnish to such person(s) documents, information, facts and figures as the Bank thinks fit and may delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto as Partner and/or the Bank may think fit. The Bank shall be entitled to carry inspections at such intervals, as it may deem fit.
- d. The Borrower hereby agrees and confirms that Partner and/or the Bank will have the right to disclose and share any personal 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) in the form and manner prescribed by the RBI; (ii) any agent, contractor, third party service provider or professional adviser (wherever situated) of the Bank, for its business purpose, web analytics, data processing, advertising, e-mail distribution, payment processing, order fulfilment, and other services. ; (iii) any person to (or through) whom the Bank assigns or transfers or novates (or may potentially assign or transfer or novate) all or any of its rights or obligations under this Agreement or any other Agreement; (iv) any person to whom the Bank is required to make disclosure under the requirements of any law, regulation, guidelines (whether SEBI, RBI etc.) or practice.

### 13. SET-OFF

In the event of an Event of Default, the Bank may apply all sum(s) from time to time standing to the credit of any account, whether held singly or jointly, in the name of the Borrower or any other account, of which the Borrower is the beneficial owner maintained with the Bank, irrespective of the title or the currency of such account, towards satisfaction of any amount due as well as outstanding under the Facilities and sign all such documents as may be required to effect such application and the Bank shall have a paramount right of lien & set off on all securities, documents, title deeds of properties etc. of the Borrower and all monies which may now or hereafter be payable by the Bank to the Borrower for any reason or purpose whatsoever. The Bank may at any time and without notice to the Borrower combine or consolidate all or any of the accounts held in the Borrower's name or any other account of which the Borrower is the (sole) beneficial owner with any branch or of the Bank irrespective of the title or the currency of such account.

### 14. WAIVER

No delay in exercising or omission to exercise any right, power or remedy accruing to the Bank upon any default or otherwise under this Agreement or the other Agreement 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 Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Bank in respect of any other default. The rights of Partner and/or the Bank under this Agreement and the other Agreement may be exercised as often as necessary, are cumulative and not exclusive of their rights under the general law and may be waived only in writing and specifically and at Partner and/or the Bank's sole discretion.



## 15. APPOINTMENT OF THIRD PARTIES BY THE BANK

- a. The Borrower hereby agrees, aware and accepts that for the better and more effectual doing and performing of actions related to the Facility, the Bank has appointed Partner as its "Facility Agent" to do, execute and perform all or such acts or things as the Bank may assign, authorize or delegate it from time to time.
- b. The Borrower accepts that Partner and/or the Bank shall without prejudice to its right to perform the activities itself or through its officers or employees or other authorized agents, be entitled, and have full power and authority, to appoint one or more third parties and delegate to such third party all or any of its functions, rights and powers under this Agreement relating to the administration of the Loan including the right to collect and receive on behalf of the Bank all the dues under this Agreement and give valid and effectual receipts and discharge to the Borrower and to perform and execute all lawful acts, deeds, matters and things connected herewith or incidental hereto. For the purpose aforesaid or any other purpose which Partner and/or the Bank at the sole discretion may deem fit, Partner and/or the Bank shall be entitled to disclose to such third parties all necessary and relevant information pertaining to the Borrower.

## 16. MISCELLANEOUS

- a. All notices, requests, demands, waivers or other communications under or in connection with this Agreement shall be given in writing. Any such notice or other communication will be deemed to have been duly given and being received if: (a) if by personal delivery on the day after such delivery, (b) if by registered mail, on the third Business Day after the mailing thereof, (c) if by next-day or overnight mail/courier or delivery, on the day delivered, (d) if sent by email/facsimile, when sent (on receipt of a confirmation to the correct facsimile number). Provided, however, that no notice or communication to Partner and/or the Bank shall be effective unless actually received by Partner and/or the Bank. Notices or communication may be made to: (i) the Borrower's address or facsimile number or e-mail id, and (ii) Partner's and the Bank's address or facsimile number specified in Key Fact Sheet hereof, or to such other address or facsimile number as may be designated by the Borrower and Partner and/or the Bank in writing to each other.
- b. The Parties agree that this Agreement shall be governed by the laws of India. The Borrower hereby expressly agrees that all disputes arising out of and/or relating to this Agreement including any transaction document which is:
- c. Below the pecuniary jurisdiction limit of the Debt Recovery Tribunals established under Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993), then such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by the Bank. The arbitration proceeding shall be conducted in the English language. The award passed by the arbitrator shall be final and binding on the Parties. The costs of such arbitration shall be borne by the losing Party or otherwise as determined in the arbitration award. The arbitration proceedings shall be held either in Delhi/ Mumbai/ Chennai/ Kolkata and/or such other place as may be notified at the sole discretion of the Bank.
- d. Above the pecuniary jurisdiction limit of the Debt Recovery Tribunals established under Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993), then such dispute shall be referred at the sole discretion of the Bank to:
- e. The exclusive jurisdiction of the courts/tribunals of the city in which the Branch/Bank Outlet of the Bank is situated. Provided that to the extent allowed by law, the Bank shall be entitled to take proceedings relating to a dispute in any court/tribunal of any place with jurisdiction. Or
- f. To arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by the Bank. The arbitration proceeding shall be conducted in the English language. The award passed by the arbitrator shall be final and binding on the Parties. The costs of such arbitration shall be borne by the losing Party or otherwise as determined in the arbitration award. The arbitration proceedings shall be held at Delhi/ Mumbai/ Chennai/ Kolkata and/or such other place as may be notified at the sole discretion of the Bank.
- g. Except to the extent disclosed to the Bank: (i) all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arms' length basis; (ii) (a) where the Borrower is an individual, he/ she is not a director or specified near relation of a director of a banking company; (b) where the Borrower is a partnership firm/HUF/limited liability partnership firm, none of the partners or members of the HUF is a director or specified near relation of a director of a banking company; and (c) where the Borrower is a joint stock company, none of its directors, is a director or specified near relation of a director of a banking company; iii) (a) where the Borrower is an individual, that he/ she is not a specified near relation to any senior officer of the Bank, (b) where the Borrower is a partnership firm/HUF/ limited liability partnership firm, none of the partners or members of the HUF, is a specified near relation of any senior officer of the Bank, and (c) where the Borrower is a joint stock company, none of its directors, is a

specified near relation of any senior officer of the Bank. The Borrower agrees that the Bank has an unconditional right to revoke and/or recall the entire loan facility if the disclosure as mentioned in this clause is found to be false.

- h. The entries made in the accounts / account books / records of the Bank maintained in accordance with its usual practice and in compliance with the statutory requirements and/or a statement signed by a designated officer of the Bank, shall be final and binding on the Borrower. Such entries and/or statement shall be prima-facie and conclusive evidence of the existence and amount of obligations of the Borrower as therein recorded in respect of the Facilities.
- i. Subject to the provisions of the Recovery of Debts Due to Banks and Financial Institutions Act, 1993, the Courts/Tribunals in the city where the branch of the Bank is situated shall have exclusive jurisdiction in relation to this Agreement and all matters arising in connection herewith. Provided that nothing contained in this Section, shall limit the right of the Bank to take proceedings in any other Court or Tribunal of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not and the Borrower irrevocably submits to and accepts for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Borrower irrevocably waives any objection it may have now or in the future to the laying of the venue of any proceedings and any claim that any such proceedings have been brought in an inconvenient forum.
- j. The Borrower shall not assign or transfer or novate all or any of its rights, benefits or obligations under this Agreement and the other Agreement without the approval of the Bank. The Bank may, at any time, sell, assign or transfer or novate or allow risk participation all or any of its rights, benefits and obligations under this Agreement and the other Agreement to any person(s) of the Bank's choice in whole or in part and in such manner and on such terms as the Bank may decide without any reference to the Borrower. In case the Bank assigns a part of the disbursed Facility to any person without the consent of the Borrower, such disbursed portion which has been assigned would constitute a separate and distinct loan and the Borrower shall not raise any objection or defense under Law, including any objection in terms of Order 2 Rule 2 of Code of Civil Procedure, 1908 or otherwise. The Borrower shall, unless otherwise notified by the Bank, continue to make all payments under this Agreement to the Bank and all such payments when made to the Bank shall constitute a full discharge to the Borrower from all its liabilities in respect of such payments.
- k. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of this Agreement or affect such provision in any other jurisdiction.
- l. The Borrower hereby agrees and confirms that in case any other person providing any financial assistance to the Borrower imposes any conditions not included herein, or in case any of the terms offered by the Borrower to such person is more favourable to such person than the terms stipulated by, or offered to, the Bank, the Borrower shall promptly inform the Bank of such terms or conditions and such of those terms and conditions as may be considered necessary by the Bank, in its discretion, shall apply to the Facilities as if the Borrower had specifically agreed to such terms and conditions, which terms and conditions shall be deemed to have been expressly incorporated herein.
- m. The Facility, this document/other documents, shall be governed by the laws of India. The Borrower hereto expressly agree that all disputes, differences and/or claim arising out of these presents including any dispute as to any amount outstanding, or in any way touching or concerning the same or as to constructions, meaning or effect hereof or as to the right and liabilities of the parties hereunder may be referred to Arbitration by Bank at its sole discretion, to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and shall be referred to the arbitration of a sole arbitrator to be nominated by the Bank. In the event of death, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the Bank may appoint a new arbitrator. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration shall be final and binding on all parties concerned. The arbitration proceedings shall be held at Mumbai or at the discretion of the Bank and the arbitration shall be conducted in English language.
- n. The Borrower is aware that this document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical signatures.
- o. The Borrower is aware that by clicking on the tab/ button/ checkbox of "I Accept" or any other button/ checkbox of similar nature: (i) Borrower confirms that borrower(s) are eligible under applicable law to avail the Facility, (ii) Borrower consents to avail and use the Facility as per the terms and conditions of this Agreement; and (iii) Borrower consents to receive communications, notices and information from the Bank and its business partners, service providers, authorized third parties etc.(whether through SMS, WhatsApp, emails, phone calls, automated phone calls or by any other means).

- p. Electronic communications shall be deemed to have been received by the Borrower when we send the electronic communication to the email address / mobile number / details provided by Borrower or any other third party. Borrower undertakes that he/she will not hold Bank or Banks business partners/ service providers/ authorized third parties responsible for any such communications received from the Bank/ its business partners/ service providers/ authorized third parties, nor will any such communication amount to spam, unsolicited communication, or a violation of Borrower(s) registration on the national do not call registry.
- q. The Borrower understands, acknowledge, and agrees that the Facilities are uncommitted facilities, are recallable by IDFC Bank on demand and may be cancelled and repudiated in part or in entirety by IDFC Bank at any time without notice and without giving any reason. Sanction or part disbursement of the facility should not be construed as giving rise to binding obligation on the part of IDFC FIRST Bank to provide the facility mentioned aforesaid. The Facility mentioned aforesaid will be available solely at IDFC FIRST Bank's discretion and IDFC FIRST Bank will not be liable for any action taken by the borrower on the basis of this sanctioned facility.
- r. The Borrower shall have the right to request for revocation of any consents provided to collect any personal data as a part of the loan application process to either Partner or the Bank with the confirmation from the respective party on deletion of the said customer data

## KEY FACT STATEMENT

Sr. No.	Parameter	Details
(i)	Date and Place of Execution of the Agreement	10.1.1.1 and 31/07/2022 03:52:07
(ii)	Borrower(s) Details:	RAM GUPTA, 9876543210 and near old gram panchayat Ialpur Memana Jamnagar Gujarat 361170,,JAMNAGAR,Jam Jamnagar GJ, GJ, INJAMNAGAR GUJARAT 361170
(iii)	Bank's Details: Name and Registered Address	IDFC FIRST Bank Ltd. KRM Tower, 7th Floor, No. 1, Harrington Road, Chetpet, Chennai - 600031
(iv)	Sanctioned Limit (in Rupees)	40000
(v)	Facility Amount (in Rupees)	40000
(vi)	Loan Amount (in Rupees)	40000
(vii)	Total interest charge during the entire tenor of loan (in Rupees)	10000
(viii)	Processing fees, if any (in Rupees)	500
(ix)	Net disbursed amount (in Rupees)	40000
(x)	Total amount to be paid by borrower	60000
(xi)	Applicable Rate of Interest	17
(xii)	Annual Percentage Rate - Effective annulaized interest rate (in percentage) (computed on net disbursed amount using IRR approach and reducing method)	17
(xiii)	Tenor of Loan (in months/days)	6 months
(xiv)	Repayment frequency of the borrower	6
(xv)	Number of instalments of repayment	6
(xvi)	Amount of each instalments of repayment (in Rupees)	10000
(xvii)	EMI Start Date	05/11/2022
(xviii)	Activation Fee (in Rupees)	0
<b>Details about contingent charges</b>		
(i)	Bounce Charge	500
(ii)	Late Payment Charge	500
(iii)	Foreclosure Charge	500
(iv)	Overdue Charges	500
<b>Other disclosures</b>		
(i)	Cooling off/look-up period during which borrower shall not be charged any penalty on prepayment of loan	3 days

(ii)	Details of LSP acting as recovery agent and authorized to approach the borrower	Epifi Technologies Pvt. Ltd
(iii)	Name, designation, address and phone number of nodal grievance redressal officer	<p>Bank:</p> <p>Name: Mr. Vipul Raj</p> <p>Designation: PNO</p> <p>Email ID: pno@idfcfirstbank.com</p> <p>Contact: 1800 10 888</p> <p>Address: IDFC FIRST Bank Ltd. Building No.2, Raheja Mindspace, MIDC Industrial Area, Shiravane, Juinagar, Nerul, Navi Mumbai 400706, Maharashtra, India</p> <p>Privacy Policy: <a href="https://www.idfcfirstbank.com/privacy-policy">https://www.idfcfirstbank.com/privacy-policy</a></p> <p>Recovery Agencies: <a href="https://idfcfr.in/yz85n6">https://idfcfr.in/yz85n6</a></p> <p>Partner:</p> <p>Name: Mr. Saurabh S.</p> <p>Email ID: grievanceofficer@ficare</p> <p>Contact: 399939933993</p> <p>Address: EPIFI TECHNOLOGIES PRIVATE LIMITED, 6TH FLOOR, PLOT NO.9, Salarpuria Sattva Knowledge Court, SURVERY NO.77, Doddanakundi, Bengaluru, Bengaluru Urban, Karnataka, 560048</p> <p>Privacy Policy: <a href="https://fi.money/privacy">https://fi.money/privacy</a></p>

Instalment Number	EMI Due Date	Outstanding Principal ( in Rupees )	Principal( in Rupees )	Interest( in Rupees )	Installment( in Rupees )
1	05-01-2022	40000	8000	2000	10000
1	05-01-2022	40000	8000	2000	10000