#### **CREDIT FACILITY AGREEMENT No. NEWB5022**

**BETWEEN** 

AYUSH FISCAL PRIVATE LIMITED

("LENDER")

**AND** 

("BORROWER")

THIS Credit Facility Agreement No. NEWB5022 ("Credit Facility Agreement") is made and executed by and between:

AYUSH FISCAL PRIVATE LIMITED, Registered Address: 53, SHYAMA PRASAD MUKHERJEE ROAD, KOLKATA - 700026. a non-banking financial company incorporated under the provisions of the Act, having its Corporate Identity Number U65999WB1992PTC055336 and having its Registered Office at 53, Shyama Prasad Mukherjee Road, Kolkata - 700026 (hereinafter referred to as "Lender" which expression shall, unless repugnant to the subject or context thereof include its successors, transferees, novatees and assigns) of the FIRST PART;

#### **AND**

THE PERSONS SET FORTH IN SCHEDULE I HERETO, Address Kolkata,700156.. (hereinafter referred to as the "Borrower" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns) of the SECOND PART.

The expressions Borrower (as described in Schedule I) and "the Lender" shall individually be referred to as a "Party" and collectively be referred to as the "Parties".

#### **WHEREAS**

The Borrower requires funds for the Purpose (as defined in Schedule II) and has approached Lender for availing the Credit Facility.

Based on the representations and assurances of the Obligors, the Lender has agreed to provide the Credit Facility to the Borrower and the Borrower has agreed to avail the Credit Facility from Lender on the terms and subject to the conditions contained in this Credit Facility Agreement along with the Schedule hereto and the General Terms and Conditions (as

defined hereinafter) as applicable to the Credit Facility.

#### **Definitions**

In this Credit Facility Agreement, unless there is anything repugnant to the subject or context thereof, the expression listed below shall have the following meaning:

"Credit Facility Agreement" shall mean the agreement entered into between the Lender, the Borrower and the Obligor(s) stating out the terms and conditions of the Credit Facility.

"Credit Facility" shall have the same meaning as Loan Facility as defined under the General Terms and Conditions.

"Last Disbursement Request Date" shall mean, subject to the fulfilment of the conditions of this Credit Facility Agreement, the last date of request for Disbursement, as provided in Schedule II;

"Minimum Disbursement Amount" shall mean the minimum amount that the Lender will Disburse, subject to the terms and the conditions of this Credit Facility Agreement, as provided in Schedule II;

All capitalized term used but not defined in this Credit Facility Agreement shall have the respective meaning as assigned to it under the General Terms and Conditions.

#### **Interpretation**

In this Credit Facility Agreement, save where the context otherwise requires would be interpreted as provided in the General Terms and Conditions.

#### Acknowledgement

The Obligors confirms, represents and acknowledges having received a copy of the General Terms and Conditions and that the Obligors have read and understood the terms referred therein and agrees to abide by the terms, conditions, covenants and undertaking contained in the General Terms and Conditions.

Disbursement of Loan Facility and Application of Proceeds

Lender, at the request and representations of the Obligors, agrees to provide to the Borrower and the Borrower agrees to avail from Lender, the Credit Facility for the Purpose, on and subject to the fulfilment of the terms, conditions and covenants contained in this Credit Facility Agreement, the other Financing Documents and the Schedules written hereunder.

**Effective date of the Credit Facility Agreement** 

This Credit Facility Agreement, General Terms and Conditions and other Financing Documents are binding on the parties hereto on and from the date of this Credit Facility Agreement and shall be in force and effect till the Final Settlement Date, unless terminated in accordance with the provisions of the Agreement.

#### **Terms and Conditions**

The Credit Facility shall be governed by the terms and conditions mentioned in Schedule II and written hereunder.

#### **Insolvency & Bankruptcy**

The Obligors shall not undertake any insolvency resolution process or voluntary winding up (if applicable) or file for insolvency under the applicable law without the prior written consent of the Lender. Further, regardless of whether the insolvency resolution process is voluntary or involuntary, any resolution plan proposed by the Obligors or any of its directors including its managing directors/promoters to the resolution professional will need to have the prior written consent, permission and no objection from the Lender. Towards this end, the Obligors shall procure necessary undertaking from its directors including its managing directors and promoters to act in compliance with this clause. In the event upon obtaining the approval of the Lender, the Borrower initiates a voluntary insolvency/liquidation under the Insolvency and Bankruptcy Code 2016 ("IBC"), as amended from time to time, it shall appoint the resolution professional in consultation with the Lender.

#### **Re-borrowing**

Till the Last Disbursement Request Date, the Borrower shall be entitled to request for Disbursement of any amount of the Credit Facility which has been repaid in accordance with this Credit Facility Agreement, provided that—

no Event of Default exists:

no Material Adverse Effect or default has occurred and is continuing; and

the Disbursement requested along with the outstanding Credit Facility shall not have exceeded the Credit Facility.

All the terms of conditions of this Credit Facility Agreement and General Terms and Conditions shall apply to the re-borrowing mentioned in Clause 7.1.

Notwithstanding anything contained herein above, any Disbursement from the Credit Facility which has been repaid shall be at the sole discretion of the Lender.

#### **Renewal of the Credit Facility**

The Lender at its sole discretion, at the request of the Borrower, may renew the Credit Facility on such terms and conditions as may be decided by the Lender.

**Electronic authentication** 

The Credit Facility Agreement may be authenticated electronically. Parties hereto, on such electronic authentication of this Credit Facility Agreement, hereby agree to such method of electronic authentication. The Obligor further agrees that such electronic authentication shall be legally enforceable against the Obligor and the Obligor shall not challenge the validity or enforceability of such authentication.

**Applicability of Reserve Bank of India Regulation** 

As per RBI Guidelines the Lender shall recognise incipient stress in loan account, immediately on default, and shall classify such assets as Special Mention Accounts (SMA) as per the categories/sub-categories mentioned under RBI's "Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances". For ready references such categories/sub-categories are also mentioned under Part A of Annexure I hereof.

As per RBI Guidelines the Lender shall recognise a loan account as Non Performing Assets (NPA) in the event there is a delay in repayment of any amount under the Loan continues beyond SMA-2 category as detailed under RBI's "Master Circular - Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances". For ready references, the relevant provisions/criteria in this regard are listed under Part B of Annexure I hereof.

For better understanding of the issues of SMA and NPA classifications, examples are provided under Part C of Annexure I hereof.

IN WITNESS WHEREOF the Parties have caused this Credit Facility Agreement to be executed and acknowledged by their respective authorized officials or representatives hereunto duly authorized, as hereinafter appearing on the day, month and year written herein below.

Parties, Signatory Name, Authorization Date, Authorization, Signature

Lender, Mr. Subhajit Paul, Friday 18 July 2025, Authorized Signatory of the Lender, pursuant to the resolution of its Board passed in that regard on Authorization Date who has signed these presents in token thereof

Borrower, , Not Applicable, Borrower represented by its Proprietor/Authorized Signatory.

## SCHEDULE I DETAILS OF THE BORROWER

New Bhai Bhai Hardware having office at Kolkata represented by its proprietor, , having Permanent Account Number AGJPH9554P and residing at Kolkata.

# SCHEDULE II TERMS AND CONDITIONS OF THE CREDIT FACILITY

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Sl. No.	Particulars	Details
1	Place of Agreement	Kolkata
2	Date of Agreement	Friday 18 July 2025
3	Place of Occupation of Borrower	Kolkata
4	Purpose of Credit Facility	Retail Loan
5	Sanctioned Credit Facility	Rs. 2,00,000.00
6a	<b>Processing Fees</b>	Not Applicable
6b	Insurance Premium	Not Applicable
7	Tenure	Maximum of 12 months from each of the individual drawdown. The tenure of the credit facility is 36 months.
9	Credit Facility Servicing and Repayment of Principal and Interest	As would be acknowledged on each of the Disbursement/Drawdown Date(s)
10	Disbursement and Repayment Method	The Credit Facility shall be disbursed by the Lender through the platform of Ntactus Financial Services Private Limited Repayment options for the borrower: Payment Gateway(Netbanking/UPI), NACH,
11	Interest Rate	27.6% p.a. payable monthly (Fixed)
12	Delayed Interest	The interest rate as in (11) will continue to be charged daily if the drawdown amount is not paid within the date of repayment
13	Prepayment Charges	NIL

14	Charges on miscellaneous request(s) such as, change in servicing date, changes in Credit Facility servicing bank account, replacement of security/servicing cheques etc.	Not Applicable
16	Address of the Borrower for the purpose of service of Notice	As per Schedule I

# Annexure I Part A Special Mention Account (SMA) Categories / Sub-Categories

SMA Sub- categories	Basis for classification – payment (principal/interest/any other amount) overdue
SMA-0	1-30 days
SMA-1	31-60 days
SMA-2	61-90 days

#### Part B Non Performing Assets (NPA)

As per RBI Guidelines 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 amount of liquidity facility remains outstanding for more than 90 days, in respect of a securitisation transaction undertaken in terms of the Reserve Bank of India (Securitisation of Standard Assets) Directions, 2021.

in case of interest payments in respect of term loans, an account will be classified as NPA if the interest applied at specified rests remains overdue for more than 90 days.

in respect of accounts where there are potential threats for recovery on account of erosion in the value of security or non-availability of security and existence of other factors such as frauds committed by borrowers/security providers, the asset should be straightaway classified as doubtful or loss asset as appropriate: Erosion in the value of security can be reckoned as significant when the realisable value of the security is less than 50 per cent of the value assessed by the bank or accepted by RBI at the time of last inspection, as the case may be. Such NPAs may be straightaway classified under doubtful category.

If the realisable value of the security, as assessed by the lending institution/approved valuers/RBI is less than 10 per cent of the outstanding in the borrowable accounts, the existence of security should be ignored, and the asset should be straightaway classified as loss asset.

Accounts are restructured.

#### Part C Example for SMA / NPA Classification Dates:

Classification of borrower accounts as SMA as well as NPA shall be done as part of day-end process for the relevant date and the SMA or NPA classification date shall be the calendar date for which the day end process is run.

For clarity over the SMA / NPA classification date and better understanding of the issue following examples are provided as per the RBI Guidelines:

Example: If due date of a loan account is March 31, 2021, and full dues are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 31, 2021 and this account shall get tagged as SMA-0 upon running day-end process on March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021.

Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021.

# **Annexure II Key Fact Statement**

Sr. No.	Particulars	Details
1	Limit amount (maximum amount disbursable to the borrower) (in Rupees)	INR 126,000.00/-

2	Total interest charge during the entire tenure of the individual line drawdown (in Rupees)	INR 60,858.00/-
3	Other up-front charges (in Rupees)	NIL
a	<b>Processing fees (in Rupees)</b>	NIL
b	Insurance charges (in Rupees)	NIL
c	Others (in Rupees)	NIL
4	Net disbursable amount ((i)-(iii)) (in Rupees)	INR 120,960.00/-
5	Tenure of the Line (in months)	21 months
6	Total amount to be paid by the borrower for each drawdown (in Rupees)	INR 186,858.00/-
8	Rate of annualized delay interest in case of delayed payments (if any)	27.6%
9	Cooling off/look-up period	No prepayment charges will be applicable throughout the tenure of the limit, hence the loan can be prepaid anytime during the tenure.
10	Details of LSP acting as recovery agent and authorized to approach the borrower	Ntactus Financial Services Private Limited

11	Name, designation, address and phone number of nodal grievance redressal officer	Mr. Bapan Sarkar Contact Number: 033-45064448 – 10:00 am to 6:00 pm (Monday to Friday except National Holidays) Email ID: nodal.grievance@ayushfiscal.com
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#### Sample calculation for drawdown

Sr. No.	Particulars	Details
1	Limit amount	INR 126,000.00
2	ROI	27.60%
3	Processing fee	4%
4	Insurance charges	Nill
5	Processing fee inclusive of GST	INR 5,040.00
6	Disbursed amount	INR 120,960.00
7	Tenure of drawdown	21 Months
8	Total number of instalments (in Days)	639
9	Interest applicable	INR 60,858.00
10	Repayment amount	INR 186,858.00

Ref.No: NEWB5022

M/s New Bhai Bhai Hardware

**Attention:** 

**Sub: Sanction of Credit Facility** 

Date: 18/07/2025

**Ref: Application Number - 25074618240489871** 

Dear Sir,

We refer to various discussions we have had with your good self, regarding your proposal seeking credit facility of INR 126000 (Rupees One lakh twenty-six thousand Only) through the platform of Ntactus Financial Services Private Limited.

In this regard, we are pleased to inform you that we have considered your request for sanction of an amount not exceeding INR 126000 (Rupees One lakh twenty-six thousand Only) on the terms mentioned in the Annexure hereto.

We would like to further inform you that Subhajit is appointed as our authorized collection agent for the collection of all receivables pertaining to your credit facility.

Please have this letter duly signed by your authorized signatory as acknowledgement of your acceptance of the sanction.

Thanking You, Yours faithfully,

AGREED AND ACCEPTED

**For Ayush Fiscal Private Limited** 

For M/s New Bhai Bhai Hardware

By:

Name: Mr. Subhajit Paul

**Title: Signatory Authority** 

Name:

**Title: Proprietor** 

**Ayush Fiscal Private Limited** 

Registered Office: 53, SHYAMA PRASAD MUKHERJEE ROAD, KOLKATA - 700026

CIN: U65999WB1992PTC055336 Tel: 033 4506 4448

Email: support@ayushfiscal.com

#### **ANNEXURE - I**

Sl. No.	Particulars	Details
1	Purpose of Credit Facility	Retail Loan
2	Sanctioned Credit Facility	Not exceeding INR 126000 (Rupees One lakh twenty-six thousand only)
4	<b>Processing Fees</b>	Not Applicable
5	Insurance Premium	Not Applicable

7	Credit Facility Servicing and Repayment of Principal and Interest	Repayment date: 5th of every month.
8	Disbursement and Repayment Method	The Credit Facility shall be disbursed by the Lender through the platform of Retail Pe
9	Interest Rate	27.6% p.a. payable monthly (Reducing)
10	Delayed Interest	The interest rate as in (12) will continue to be charged daily if the drawdown amount is not paid within the withdrawal tenure
11	Prepayment Charges	NIL
12	Charges on miscellaneous request(s) such as, change in servicing date, changes in Credit Facility servicing bank account, replacement of security/servicing cheques etc.	Not Applicable

**Paste Photo and Sign Across** 

**Borrower/Proprietor** 

**Application Details - NEWB5022** 

**Amount: INR 126000/-**

Firm Name: New Bhai Bhai Hardware

**Tenure: 21 months** 

Firm Type: Grocery

**GSTN:** 

**Purpose: Business** 

**Year of Incorporation: 2016** 

**Applicants Details** 

Party Details

Role	Name	Mobile No	Addresses
Firm	New Bhai Bhai Hardware	8240489871	Kolkata
Proprietor		8240489871	

#### Bank Statement(s)

Account	Bank Account Number	Bank IFSC

I/We declare that all particulars and information given in the application form are true, correct and complete and that they shall form the basis of any credit facility Ayush Fiscal Private Limited may decide to grant to me/us.

Represented by its Proprietor

**Ayush Fiscal Private Limited** 

**Registered Office:** 

CIN: U65999WB1992PTC055336 Tel: 033 4506 4448

GSTN No.

Email: support@ayushfiscal.com

Sign Here

Represented by its Proprietor

**Ayush Fiscal Private Limited** 

Registered Office: 53, Shyama Prasad Mukherjee Road, Kolkata - 700026

CIN: U65999WB1992PTC055336 Tel: 033 4506 4448

GSTN No.

Email: support@ayushfiscal.com

**Sign Here** 

Date: 18/07/2025

To,

**Ayush Fiscal Private Limited** 

53, Shyama Prasad Mukherjee Road, Kolkata - 700026

**Sub: Declaration of End use of Funds** 

**Ref: Application Number - NEWB5022** 

Dear Sir/Ma'am,

I/we have been sanctioned a Credit Facility of INR 126000 (Rupees One lakh twenty-six thousand Only) by your organization.

As stated in the application form the said Credit Facility is for the Purpose of Business. I/We hereby represent, warrant and confirm that the aforesaid Purpose is a valid purpose and is not speculative or illegal/antisocial in any manner. Furthermore, proceeds from the Credit Facility, shall not be used for capital market purposes.

I/We further agree, confirm and undertake that the Purpose of use of funds shall not be changed in any manner during the tenure of the Credit Facility.

I/We agree that any breach of default in complying with all or any aforesaid undertaking(s) shall constitute an Event of Default under the Agreements.

(Capitalized term not defined hereunder shall have the same meaning as ascribed to under the Agreements)

Thanking You, Yours Faithfully

For New Bhai Bhai Hardware

(Proprietor)

**Ayush Fiscal Private Limited** 

Registered Office: 53, Shyama Prasad Mukherjee Road, Kolkata - 700026

CIN: U65999WB1992PTC055336 Tel: 033 4506 4448

GSTN No.

Email: support@ayushfiscal.com

Sign Here

For New Bhai Bhai Hardware

(Proprietor)

**Avush Fiscal Private Limited** 

Registered Office: 53, Shyama Prasad Mukherjee Road, Kolkata - 700026

CIN: U65999WB1992PTC055336 Tel: 033 4506 4448

GSTN No.

Email: support@ayushfiscal.com

**Sign Here** 

# **Retailer's Self Declaration Letter**

To,

The Manager

**Ayush Fiscal Pvt Ltd** 

Address: 53, SHYAMA PRASAD MUKHERJEE ROAD, KOLKATA - 700026

Subject: Declaration for Daily Equated Payment (DEP) Towards Loan Repayment

I, , S/o or D/o , residing at Kolkata, 700156, and operating my retail business under the name New Bhai Bhai Hardware, do hereby declare that I have availed a loan facility from Ayush Fiscal Pvt Ltd, vide Loan Account No. 25074618240489871, dated 18-07-2025.

As per the agreed terms and conditions, I undertake and confirm that:

• 1. I will repay the loan through **Daily Equated Payments (DEP)** of Rs. **296.6**, starting from \_\_\_\_\_ until the full repayment of the loan amount along with applicable interest, fees, and charges.

- 2. I understand that the daily repayment amount is calculated based on the loan tenure and rate of interest mutually agreed upon at the time of disbursal.
- 3. I agree to ensure that the said daily payments will be made through the prescribed mode (cash/UPI/NACH/auto-debit, etc.) and within the stipulated time daily.
- 4. In case of any delay or non-payment, I understand that penalties and recovery actions as per the loan agreement may be applicable.
- 5. I confirm that I will maintain transparency and communicate any unforeseen issues that may affect daily payments with Ayush Fiscal Pvt Ltd without delay.

I am signing this declaration voluntarily and with full understanding of the terms of repayment.

Date: 18-07-2025

Place: Kolkata

Signature of Retailer

**Retailer Name:** 

**Shop Name:** New Bhai Bhai Hardware

**Mobile Number:** 8240489871

**PAN / Aadhaar No.:** AGJPH9554P / 803045015348

# **Retailer ANNEXURE – I**

(Retail Shop Loan Supporting Declarations & Disclosures)

To be read as an integral part of the Loan Agreement dated 18-07-2025 executed between:

Lender: Ayush Fiscal Private Limited

**Borrower (Shop Owner):** 

#### A. Borrower KYC Documents Provided

The Borrower hereby affirms that the following KYC documents have been submitted to the Lender and are true to the best of their knowledge:

- 1. PAN Card (Copy attached)
- 2. Aadhaar Card (Copy attached)
- 3. Passport-size Photograph
- 4. Bank Passbook / Cancelled Cheque (For disbursement and repayment tracking)

# **Borrower Details**

Particulars	Details Provided by Borrower
Shop Name	New Bhai Bhai Hardware
Shop Address	Kolkata
Type of Business	Grocery
Nature of Ownership	Grocery
Ownership Proof Attached	YES
Residence Proof Provided	YES

# **C. Stock Declaration**

The Borrower declares that, as of the date of agreement, the retail shop holds inventory of the following estimated value:

• Total Estimated Stock Value:₹ 500,000.00

• Nature of Stock: Physical

• **Basis of Valuation:** ₹ 500,000.00

• Stock Valuation Date: 2025-07-18

Borrower agrees to update the stock valuation quarterly or as requested by Lender.

## **D.** Daily Sales Declaration

The Borrower voluntarily declares the average daily sales of the retail shop to be:

• Estimated Daily Sales: ₹ 10,000.00

• Average Monthly Sales (Last 3 months):₹ 300,000.00

Supporting evidence such as sales register or UPI/transaction history may be provided upon request.

#### E. Affirmation & Good Faith Declaration

The Borrower confirms and agrees that:

- 1. The above declarations are made voluntarily and in good faith to support the unsecured loan.
- 2. Any misrepresentation shall constitute a breach of agreement.
- 3. The loan is being extended based on trust, without collateral, and subject to periodic review by the Lender.

 4. The Lender reserves the right to seek additional documentation if needed.

Supporting evidence such as sales register or UPI/transaction history may be provided upon request.

Signed & Declared on this <u>2025-07-18</u> Borrower (Shop Owner)

Signature: Digitally Signed

Name:

## **Enclosures (Tick as attached):**

- PAN Card
- 🗸 Aadhaar Card
- ✓ Shop Ownership/Rental Proof
- ✓ Stock Estimate Sheet
- ✓ Sales Log / UPI Statement (if any)
- ✔ Residence Proof

# **Retailer ANNEXURE – II**

**Declaration by Shop Owner for Stock Collateral** 

(To be executed on Shop Letterhead or ?100 Stamp Paper)

To:

#### The Loan Officer

# **Ayush Fiscal Private Limited**

Reg Address:- 53, SHYAMA PRASAD MUKHERJEE ROAD, KOLKATA - 700026

Subject: Declaration of Stock as Collateral for Retail Shop Loan

I, , DOB , residing at Kolkata, do hereby solemnly affirm and declare as under:

### 1. Personal and Shop Details

• Name of Shop: New Bhai Bhai Hardware

• Shop Address: Kolkata

• Shop Type: Grocery

• Ownership Status:

✓ Owned

- KYC Documents Attached:
  - ✓ Aadhaar Card
  - ✓ PAN Card
  - ✓ Shop Establishment Certificate
  - ✓ Rent Agreement / Property Tax Receipt

#### 2. Declaration of Stock

I hereby declare that as of the date of this declaration, the total estimated value of stock held in my shop is:

Rs. 500,000.00 (Five lakh Only), consisting primarily of the following categories:

SI. No.	Category of Goods	Estimated Value	Remarks
1	Grocery	₹ 500,000.00	Approx ₹ 500,000.00 Stock available, FI: Yes
2			
Total		₹ 500,000.00	

I understand and agree that this stock shall serve as collateral security against the loan sanctioned by Ayush Fiscal Pvt. Ltd., and I affirm that:

- The stock is free from any third-party claims or encumbrances.
- I retain ownership and control over the said stock.
- I shall not dispose of, pledge, or hypothecate the declared stock without prior written consent from Ayush Fiscal Pvt. Ltd.

### 3. Undertaking and Affirmation

I further declare and undertake:

1. That the above information is true and correct to the best of my knowledge and belief.

2. That I shall maintain the stock level at not less than 75% of declared value during the loan tenure.

3. That in the event of default, Ayush Fiscal Pvt. Ltd. shall have the right to take possession and dispose of such stock to recover outstanding dues, in accordance with applicable laws.

4. That I am executing this declaration voluntarily and with full understanding of its legal implications.

Declared on this Friday 18 of 2025, at Kolkata

#### **Digitally Signed Declaration**

Signed By	Name	Designation	Date	Digital Signature
Shop Owner (Declarant)		Shop Owner	18-07-2025 15:45:57	Digitally Signed

**Mobile Number: 8240489871** 

PAN / Aadhaar No.: AGJPH9554P / 803045015348

? eSign the Documents