## PERSONAL LOAN APPLICATION FORM



Application Date: 27 Apr 2019

Application Number 5026143 / A190427033

I hereby request you to grant me Personal/ Education Loan based on the following information

### Applicant Detail

Title Name
Mr. Kumar K

Gender
Male

kumar.sendhi@gmail.com

Purpose of Loan **Education Related** 

Email

Pan Card Number

AQHPK6970G

**Current Address** 

No 41 16 2nd floor 2nd cross 3rd Main RamaMohanaPura,Bangalore,Karnataka,India,560021

Proof of Identity

PAN (AQHPK6970G)

Other Details

 $\begin{array}{c} \textbf{Source of Income} \\ \textbf{SALARIED} \end{array}$ 

Monthly Income

114157

Comapny Name

CAPGEMINI TECHNOLOGY SERVICES INDIA LIMITED

Work Email ID

kumar.sendhi@gmail.com

(DD/MM/YYYY)

28-08-1983

Nationality

Indian

Phone No.

+919916081125

Aadhaar Number

Permanent Address

No 67 1 binny Layout 1st stage 11th main road M C Layout Vijaynagar Bangalore North Vijayanagar Bangalore,Bangalore,Karnataka,India,560040

Proof of Address

Loan amount & tenure

Amount **110000** 

Tenure
12 Months

Bank Account Details

Bank Name CITI BANK

Account Number **5138448818** 

IFSC Code CITI0000004

## UNDERTAKING

- 1. I/We hereby apply for a finance facility for the short term personal loan ("Facility") mentioned in this application. I/We declare that all tpx;he particulars and information and details given/filled in this Application Form are true, correct, complete and upto date in all resects and no information has been held understand that the information given in this application shall form the basis of any loan that FICCL may decide to grant to me/us and if at any stage of processing this application, it comes to the knowledge of that, I/we have provided any incorrect or incomplete information, fabricated documents, or fake documents, they will be treated by FICCL as having been manipulated by me/us and FICCL shall have the right to forthwith reject this loan application, cancel / revoke any sanction or further draw downs or recall any loan granted at any stage of processing the application, without assigning any reason whatsoever and FICCL and its employees/ representatives/ agents / service providers shall not be responsible/liable in any manner whatsoever to me/us for such rejection or any delay in notifying me/us of such rejection (including for any payments which may have been made by me to any vendor/ service provider prior to cancellation). I/We understand that FICCL will also be procuring personal information from other sources/agents and I/ We have no objection for the same. I/We further confirm that I/we am/are aware of all terms and conditions of availing finance from FICCL. I/We authorize FICCL to make reference and inquire relating to information in this application which FICCL considers necessary, including from the banks where I hold bank accounts. I/We authorize FICCL to procure my /our PAN No/copy of my/our PAN Card, other identity proof and Bank Account details from time to time, exchange, part with/share all information relating to my/our loan details and repayment history with other banks/financial institutions /CIBIL etc. and periodically obtain / generate CIBIL, Experian, Hunter and such other reports as may be required and shall not hold FICCL liable for use of this information. I/We confirm that there are no criminal or insolvency proceedings against me/us.
- 2. I/ We declare that I/ We have not made any payment in cash, bearers cheques or by any other mode along with or in connection with this Application Form to the person collecting my/our Application Form. I/ We shall not hold or its employees/representatives/agents/service providers liable for any such payment made by us to the person collecting this Application Form.
- 3. I/We, would like to know through telephonic calls, or SMS on my mobile number mentioned in the Application Form as well as in this undertaking, or through any other communication mode, transactional information, various loan offer schemes or loan promotional schemes or any other promotional schemes which may be provided by FICCL or Eduvanz Financing Pvt Ltd and their employee, agent, associate to do so. I confirm that laws in relation to the unsolicited communication referred in "National Do Not Call Registry" (the "NDNC Registry") as laid down by TELECOM REGULATORY AUTHORITY OF INDIA will not be applicable for such communication/calls/ SMSs received from FICCL or Eduvanz Financing Pvt Ltd its employees, agents and/or associates. I/We, acknowledge that Eduvanz Financing Pvt Ltd and FICCL are independent of each other and I/we will not have any claim against FICCL for any loan or other facility arranged/ provided by Eduvanz Financing Pvt Ltd which is not sanctioned/ disbursed by FICCL. I acknowledge that FICCL does not in any manner make any representation, promise, statement or endorsement in respect of any other product of services which may be provided by FICCL or Eduvanz Financing Pvt Ltd and will not be responsible or liable in any manner whatsoever for the same.
- 4. I/we understand that we have the I/we have an option of not providing the information as required in this application form or as may be required by FICCL / Eduvanz Financing Pvt Ltd from time to time, however, I/We do hereby expressly and irrevocably authorize FICCL / Eduvanz Financing Pvt Ltd to collect, store, share, obtain and ... aspect of my personal information / KYC either directly or through any of the authorized agencies and disclose such information to its agents/contractors/service providers and to also use such information in the manner that may be required by FICCL / Eduvanz Financing Pvt Ltd including for the purposes of this loan and for purposes of its business and for such time period as they may deem fit. In this regard, I/we expressly and irrevocably authorize FICCL / Eduvanz Financing Pvt Ltd to collect, use, verify and authenticate my / our personal identity information / KYC in any manner without any notice to me / us.
- 5. I/We confirm that we know English, we have read and understood and accepted the general terms and conditions for the grant of Loan Facility. I/we also understand that the General Terms and Conditions shall be deemed to be applicable to any Drawdown granted by FICCL pursuant to this application form.
- 6. FICCL shall be entitled to take such legal action as it may deem fit, upon occurrence of any of the Events of Default as set out and agreed by me/us in the above mentioned General Terms and Conditions of loan.

## GENERAL TERMS AND CONDITIONS OF LOAN

# ANNEXURE I FULLERTON INDIA CREDIT COMPANY'S (ALL-INDIA) GENERAL TERMS AND CONDITIONS

#### FOR AVAILING CREDIT FACILITY

[Registered on 24 August 2016 in Book - IV as Document No: 271/2016 with the Sub- Registrar Virugambakkam Chennai, Tamil nadu]

These Terms and Conditions ("T&C") are applicable to availing credit facility (hereinafter referred to as "Loan and/or Credit facility").

executors and administrators of the partners; where the Borrower(s) is/are the Karta of a Hindu Undivided Family, the members for the time being of the said Hindu Undivided Family and their respective heirs, executors and administrators and assigns; where the Borrower(s) is/are a company, its successors and assigns; where the Borrower(s) is/are an unincorporated body, all the members of such body and their respective successors; where the Borrower(s) is/are a Society, the governing body and the respective successors of the members of the Governing body and any new members elected, appointed or co-opted, where the Borrower(s) is/are a Trust, the Trustees and the successors of the Trust and where the Borrower(s) is/are a Limited Liability Partnership, the partners or the partners for the time being of the said limited liability partnership and the heirs, executors and administrators of the partners and the successors and assigns of the firm) and Fullerton India Credit Company Limited, a company registered under the Companies Act, 1956 having its registered office at Megh Towers, 3rd Floor, Old No. 307, New No. 165, Poonamallee High Road, Maduravoyal, Chennai-600095, Tamil Nadu (hereinafter referred to as "FICCL" which expression, unless repugnant to the context, shall be deemed to include its successors and assigns).

To be eligible for Credit facility, Borrower should be a resident of the Republic of India having full legal capacity to enter into a contract as specified in the Indian Contract Act, 1872 and if Borrower is an individual, be at least 18 years old. Borrower further represents and warrants to FICCL that Borrower is not acting on behalf of, or for the benefit of, anyone else. Borrower further represents and confirms that the details provided by Borrower to FICCL are the latest updated details and no incorrect or false information is provided by the Borrower. In this context, Borrower authorizes FICCL to independently verify Borrowers credential by disclosing Borrowers information to third parties.

#### **DEFINITIONS:**

In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise:

"Application" shall mean the on-line request for Credit facility received from a existing customer.

"Borrower" shall refer to the person /entity from whose User Id, the request for availing the credit facility has been received.

"Loan" shall refer the credit facility sanctioned by FICCL on the request made by the Borrower.

"Sanction Letter" shall refer the document issued by FICCL sanctioning the Loan containing the salient terms and conditions, pertaining to the credit availed and accepted/confirmed by the Borrower

"Top Up" shall refer to the reinstatement of the Facility permitted at the sole discretion of FICCL once the amount initially availed is repaid in full within the stipulated period mentioned in Sanction letter.

WHEREAS the Borrower has requested to FICCL for a credit facility for requirements permissible under applicable laws/regulations and upon the request of the Borrower, FICCL has agreed to grant Credit facility upon the mutually agreed terms and conditions herein appearing.

#### 1. CREDIT FACILITY, DISBURSEMENT, INTEREST AND REPAYMENTS

- 1.1 Subject to the terms and condition contained herein, the Borrower(s) agrees to borrow from FICCL and FICCL agrees to lend to the Borrower(s) the sum specified in the Sanction letter hereto. The Loan may be disbursed in full or in installment or in such other manner as may be decided by FICCL. The Loan may be disbursed to such other person/s as may be designated by the Borrower(s); Provided however that disbursement if any made by FICCL to the aforesaid designated person/s shall not affect the obligations of the Borrower(s) in relation to the Loan and such disbursement of the Loan to the designated person(s) shall be deemed to be the Loan granted to and availed by the Borrower(s).
- 1.2 The Borrower(s) shall pay interest on the Loan amount at the rate specified in the Sanction letter. The interest on the Loan shall be calculated on a daily basis with monthly rests on the outstanding principal amount. The interest on the Loan shall begin to accrue from the date of acceptance of Sanction letter, irrespective of the time taken for issuance, transit, collection, realization of the cheque and/or any other reason by the Borrower(s) or his bank.
- 1.3 The Borrower(s) shall repay/pay the Loan along with interest in monthly installments on the due dates and in the manner specified in the Sanction letter.
- 1.4 The Borrower(s) shall bear and pay to FICCL fees and charges as specified in the Sanction letter, Charges Sheet and the website of FICCL (http://www.fullertonindia.com/about-us/loan-charges.aspx), and which would include but not limited to documentation and processing charges (non-refundable), Pre-EMI Interest (if applicable), and other charges such as cheque bounce charges, cheque/ECS swap charges, additional interest, prepayment/foreclosure charges and any fee or charges as applicable as per the internal policies of FICCL from time to time, statutory charges or otherwise, payable in respect of the Loan. FICCL shall be entitled to revise the above fee/charges without any notice to the Borrower(s). In addition to the above charges the Borrower(s) shall also bear, pay and reimburse to FICCL, all charges relating to interest tax, service tax, duties (including stamp duty), and taxes (of any description as may be levied from time to time by the government or other authority) and all other cost and expenses whatsoever in connection with (a) application for and the grant and repayment of Loan;(b) recovery and realization of the Loan together with interest;(c) enforcement proceedings, if any.
- 1.5 In the event the Borrower remits/pays any amounts in excess of the amounts due to FICCL under the Loan, FICCL reserves the right to charge processing fee as may be decided by FICCL from time to time for refund of such excess amounts.
- 1.6 The Pre-EMI Interest, advance installment, insurance premium, documentation charges, transaction/processing charges and/or any other charges under or in connection with the Loan will be deducted from the Loan and only the net amount of the Loan after the deduction of such fees and/or charges shall be disbursed to the Borrower(s).
- 1.7 The Loan shall be repayable forthwith on demand, and accordingly, notwithstanding a repayment schedule for the Loan, FICCL shall have the right to be paid forthwith on demand the entire amount outstanding under the Loan along with all other dues, including interest in respect of the Loan.
- 1.8 The Borrower(s) agrees to issue post dated cheques (PDC)/ECS for the repayment of the loan. The Borrower(s) acknowledges that ECS mode of repayment is over and above the PDC's issued in favour of FICCL.
- 1.9 The Borrower(s) confirms that it shall not use the Loan (or any part thereof) for any purpose other than the purpose specified in the application form, or for any speculative, improper or illegal or unlawful purposes/activities.
- 1.10 It is hereby agreed that in the event of two or more Borrower(s) the liability of the Borrower(s) to repay the Loan and to fulfill the obligations under the T&C shall be joint and several and co-extensive.
- 1.11 All payment to be made by the Borrower(s) to FICCL under or pursuant to this T&C shall be made free and clear of and without any deduction for or on account of any tax deduction, so that FICCL receives and retains (without any liability for such deduction) a sum equal to the sum which it would have received had such deduction not been made or required to be made. Service tax and all other applicable taxes or other statutory levies, if any, will be charged to and payable by the Borrower(s).
- 1.12 In the event of the Borrower(s) committing a default in the payment of the EMI amounts due hereunder, the Borrower(s) shall pay additional interest on the principal amounts outstanding under the Loan on the date of such default, at the rate specified in the Sanction letter hereto, with monthly rests or at such periods of rest as FICCL may notify in writing from time to time, from the date of default till the date of payment of all overdue amounts. The payment of additional interest shall not absolve the Borrower(s) of the obligations under the T&C. Notwithstanding anything contained herein above, FICCL expressly reserves all the other rights that may accrue to it on any default by the Borrower(s). The Additional Interest shall be in addition to any other charges, which Borrower(s) is/are liable to pay to FICCL in terms of the Loan.

- 1.13 The Borrower may prepay the entire Loan together with interest outstanding thereon at any time by giving FICCL one-month prior notice in writing to FICCL. In the event the Borrower(s) exercises its right to prepay, FICCL shall be entitled to charge prepayment fee/charges at the rate specified in the Sanction letter. No part prepayment of the Loan shall be allowed.
- 1.14 The Borrower(s) shall also be entitled to pay the installments in advance; however FICCL shall not be liable to pay any interest on the installment paid in advance.
- 1.15 The Borrower hereby acknowledges and confirms that he/she/it is aware and accepts that all fees, charges etc. paid by the Borrower to the Lender at the time of application and/or documentation pertaining to the Loan are towards the one-time costs and/or expenses incurred or to be incurred by the Lender including but not limited to sourcing, verification and legal expenses in connection with the Loan.
- 1.16 Any charges payable under this clause no. 1 or any other clause in this T&C may be waived by FICCL at its sole discretion and the decision of FICCL will be final and without any recourse by the borrower.

#### 2. EVENT OF DEFAULT AND CONSEQUENCES OF DEFAULT

- 2.1 An event of default shall be deemed to have occurred if: (a) the Borrower(s) commits a breach of any of the terms and conditions contained in this T&C; or (b) the Borrower(s) fails to pay/repay any installments or any other payment on or before the due dates; or (c) the Borrower(s) commits any default under any other agreement with FICCL or other bank and financial institution; or(d) it is found that Borrower(s) has made any misrepresentation to FICCL; or (e) the Borrower(s) commits an act of insolvency or if the Borrower is declared insolvent or bankrupt or if a liquidator, receiver or an officer is appointed in respect of any property or estate of the Borrower(s) or if the Borrower(s) makes any application for declaring himself to insolvent or if an application for declaring the Borrower(s) to be insolvent is made or any order is passed by the competent court or authority for taking the Borrower(s) into insolvency; or (f) the Borrower(s) or any partner or director of the Borrower(s) ceases to carry on the declared profession/business; or(g) there is any change in the status or constitution of the Borrower(s) and such change is considered by FICCL to be a material change; or (h) there exist any circumstances which in the opinion of FICCL prejudicially affect or may affect the FICCL's interest or the Borrower's ability to repay the Loan.
- 2.2 Upon occurrence of any of the events of default and at any time thereafter, FICCL shall be entitled to declare the outstanding Loan amount as immediately due and payable and whereupon the Borrower(s) shall pay all the amount due and payable under the Loan and/or the T&C in
- 2.3 accordance with the terms of the notice without any further notice or other legal formalities of any kind. Upon the Borrower(s) failing to make the said payments within the stipulated time, FICCL may, at its sole discretion exercise any right or remedy which may be available to it under the applicable laws.

#### 3. OTHER TERMS AND CONDITIONS

- 3.1 FICCL shall have a lien over all the assets of the Borrower(s) in FICCL control and a right to set off against any monies due from FICCL to the Borrower(s) and to combine all accounts of the Borrower(s) for recovery of FICCL dues.
- 3.2 FICCL shall be entitled at all times and without any notice to the Borrower(s) to set off and apply other money or monies in the hands of FICCL standing to the credit of or belonging to the Borrower(s) in or onwards payments of any amount at any time being payable to FICCL or towards the outstanding in the said Loan or as otherwise aforesaid and to recover at any time from the Borrower(s) by suit or otherwise the balance remaining payable to FICCL

under the said Loan account(s) or otherwise notwithstanding that all or any of the securities may be outstanding and or may not have been realized.

- 3.3 The Borrower(s) shall not directly or indirectly assign or transfer all or any of its rights, benefits or obligations under the T&C and/or the Loan. FICCL may, at any time, without any consent of or reference to the Borrower(s) be entitled to sell, assign, securitize, novate or transfer all or any of its rights, benefits and obligations under this T&C to any person in whole or in parts and in such manner and on such terms and conditions as FICCL may decide Any such sale, assignment or transfer shall conclusively bind the Borrower(s).
- 3.4 The Borrower(s) expressly recognizes and accepts that FICCL shall have full power and authority to appoint one or more third parties of FICCL's choice to verify any fact or information furnished by the Borrower(s) and/or to transfer or delegate to such third parties the right and authority to take all acts/steps as are necessary for FICCL to take in order to recover /receive amounts due to FICCL or collect on behalf of FICCL all unpaid amounts under the Loan, attend the office or residence of the Borrower(s), receive the amounts due, and generally perform all lawful acts as the third party

may consider appropriate for such purposes.

- 3.5 As a pre-condition to the Loan given/granted / to be granted /given to the Borrower(s), the Borrower(s) consents, agrees and authorizes FICCL to exchange, share, disclose or part with all the information and details relating to the Borrower(s), information and data of any credit facility availed by of by the Borrower(s) and /or information and data relating to any default, if any committed by the Borrower(s) in discharge of Borrowers(s) obligations and/or repayment history of the loan to any business entity with whom the FICCL has or may have any business tie-up in future, banks, financial institutions, Credit Information Bureau (India) Limited and / or any other credit bureaus, agencies, statutory bodies etc. as may be required or as FICCL may deem fit. The Borrower(s) acknowledges that the Credit Bureaus and any other agency so authorized may use and process the said information and data disclosed by the FICCL in the manner as deemed fit by it/them. Further, the Borrower(s) also confirms and permits Credit Bureaus to furnish for consideration the processed information and data or product thereof prepared by banks / financial institutions and / or any other credit grantors or registered users as may be specified by Reserve Bank of India in that behalf.
- 3.6 The Borrower(s) hereby consent to FICCL, its officers and agents, disclosing information relating to the Borrower(s) and Borrower(s) loan accounts and or dealing relationship(s) with FICCL including but not limited to details of any facilities, any security taken, transactions undertaken and balances positions with FICCL to:
- (i) Professional advisors and service providers of FICCL;
- (ii) any actual or potential assignee, novatee, transferee, participant or sub participant in relation to any of FICCL's right or obligation under any agreement;
- (iii) any rating agency, insurer or direct or indirect provider of credit protection or financial support for purposes in connection with services provided to or be provided by FICCL.

#### 4. ARBITRATION & JURISDICTION

All disputes, differences and/or claims arising out of or in relation to this T&C shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and the same shall be referred to the arbitration by a sole arbitrator to be nominated / appointed by FICCL. In the event of death, refusal, neglect, inability or incapability of the persons so appointed to act as an arbitrator, FICCL may appoint another person to act as an arbitrator. The award including the interim award/s of the arbitrator shall be final and binding on all the parties concerned. The arbitrator may lay down from time to time the procedure to be followed by him in conducting arbitration proceedings and shall conduct arbitration proceedings in such manner as he considers appropriate. The arbitration proceedings shall be held at the place mentioned in the Sanction letter. Subject to the arbitration clause contained herein, the competent courts at the place mentioned in the Sanction letter shall have exclusive jurisdiction over any matter or legal proceedings arising out of or in relation to this T&C. This shall not however limit the rights of the Lender to file/take proceedings in any other Court of Law or Tribunal of competent jurisdiction

#### 5. MISCELLANEOUS

- 5.1 If any term or provision of this T&C is declared invalid by a Court of competent jurisdiction, the remaining terms and provisions of this T&C shall remain unimpaired and be in full force and effect.
- 5.3 That the Borrower(s) have full power, capacity and authority to execute, deliver and perform this T&C and have taken all necessary action (corporate, statutory or otherwise) for the authorization, execution, delivery and performance of this T&C.
- 5.5 No delay or omission to exercise any right, power or remedy accruing to FICCL upon any breach or default of the Borrower under this T&C shall impair any such right, power or remedy of FICCL nor shall it be construed to be a waiver of any such breach or default or an acquiescence therein nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default. The rights and remedies provided to FICCL in the T&C are cumulative and not exclusive of any rights or remedies provided by law.
- 5.6 Destruction of Unbanked Cheques: Any unbanked / unused cheques of the Borrower(s) as issued in favour of FICCL with regard to the loan and presently in custody of FICCL will be cancelled and/or destroyed immediately after closure of the loan either by way of maturity or prepayment of loan and/or otherwise without any further notice.
- 5.7 Any notice/letter required to be served by FICCL upon the Borrower(s) in pursuance of this T&C shall be served in writing upon the addresses mentioned in the Sanction lettere. Any written notice to be sent to FICCL by the Borrower(s) shall be sent by registered/prepaid post to the branch address mentioned in the Sanction letter. The Borrower(s) shall

notify FICCL in writing of any change in his address within a week of the change.

- 5.8 The Sanction letter shall form an integral part of this T&C, as though the provisions thereof are set out herein.
- 5.9 The Borrower(s) acknowledges that all details in the T&C has been read and understood by him. The Borrower(s) also acknowledge that the aforesaid terms and condition and other documents has been explained to the Borrower(s) in the language understood by the Borrower(s) and the Borrower(s) has understood the entire meaning of the terms and conditions.
- 5.10 Overriding Effect: This T&C and any other documents attached hereto or referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect of the subject matter hereof, except for those provisions of the Sanction Letter issued prior to this T&C which are in addition to and complement, and are not the same or in conflict with, the terms of this T&C. In the event of any conflict between the terms, conditions and provisions of this T&C and any agreement or documents attached hereto or referred to herein and the Sanction Letter, then in such event, the terms, conditions and provisions of this T&C shall prevail.

6.	These Terms and	Conditions shall	be governed	by the laws	of India.

Signed and Delivered by FICCL Ltd.

through its Authorised signatory

## LOAN DETAILS SHEET

Name of the borrower

Kumar K

Loan Reference No.

5026143 / A190427033

01.	Loan amount	110000
02.	Processing fee	0
03.	Pre-EMI*	0
04.	Loan Disbursal Amount	99000
05.	Rate of Interest	0% (Flat)
06.	Tenure(Months)	12
07.	Estimated EMI	9167
08.	First EMI Date*	2019-06-05
09.	EMI Due Date	05
10.	Mode of Disbursal	Online Transfer
11.	Mode of Loan Payment	NACH

<sup>\*</sup>These values may vary based on actual date of disbursal

# Fees & Charges\*

	01.	Charges or Late Payment of EMI	Rs. 450
١	02.	Bounce Cheque Charges	Rs. 450
١	03.	Part Payment of EMICharges or Late Payment of EMI	No Part payment EMI is allowed in this loan

## **NOTES**

Charges & deductions applicable to this loan have been explained to me. I/we confirm the receipt of General Terms& Conditions governing this loan, which have been signed by me/us in acceptance and a copy of which has been provided to me/us and confirm that the Facility granted by on above terms will also be governed by aforesaid General Terms and Conditions and my Loan Application

	Borrower's Name	Kumar K	Signature	
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# **CONTACT US**

Eduvanz Financing Private Limited, 801, Jai Antriksh, Makwana Road, Marol, Andheri East, Mumbai 400059

Tel:- 022-49733674

Fullerton India Credit Company Ltd. Supreme Business Park Floors 5 & 6, B Wing, Powai, Mumbai 400 076

Tel:- 1800103601