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| <b>Hero FinCorp Limited</b><br>CIN: U74899DL1991PLC046774<br>Registered Office: 34, Community Centre, Basant Lok<br>Vasant Vihar New Delhi-110057<br>Email: customer.care@herofincorp.com Phone:<br>1800-102-4145<br>Website: <a href="http://www.herofincorp.com">www.herofincorp.com</a> |  |
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Application Id: 24176

Application Date: 2022-03-20 20:49:22

## PERSONAL LOAN APPLICATION FORM

(FILL IN BLOCK CAPITAL LETTER & USE BLACK/BLUE BALL PEN ONLY)

| Sourcing Details                |                       |
|---------------------------------|-----------------------|
| Location Name                   | KOLKATA               |
| Source Type                     | Digital               |
| Sub Source Type                 |                       |
| Sourcing Agent Name             | Paytm                 |
| Sourcing Agent Code             |                       |
| Login Date                      | 2022-03-20 20:49:22.0 |
| Existing Customer of HFCL (Y/N) |                       |
| Manager Name                    |                       |
| Manager Code                    |                       |
| Loan Account Number             | 24176755              |
| Programe Name                   | STP                   |
| Scheme Name                     | Personal Loan - Paytm |
| Documents Provided              | ID Proof              |
| Type of ID Proof                | PAN                   |
| ID No                           | BLYPG5495D            |
| Applicant Details               |                       |
| Applicant's Name                | RITWIK GHOSE          |
| Father's/Husband's Name         | MR RABIN ANANDA GHOSE |
| Mother's Name                   |                       |
| Date Of Birth                   | 1993-08-06            |
| Gender                          | Male                  |
| Number of dependents            |                       |
| Marital Status                  | NOT_KNOWN             |
| PAN                             | BLYPG5495D            |
| Residence Type                  |                       |
| Contact Details                 |                       |
| Mobile Number                   | 9433526183            |

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|---|--|
| Personal Email Id                                     | ritwikkolkata@gmail.com                            |
| Landline (Home)                                       |  |
| Landline (Office)                                     |  |
| Direct line   |  |
| Extension   |  |
| WhatsApp No   |  |
| Mailing Address                                       |  |
| Address   | 3 6 GOBRA GOROSTHAN ROAD KOLKATA Kolkata WB 700046 |
| Nearest Landmark                                      | KOLKATA Kolkata WB 700046                          |
| Pincode   | 700046   |
| City/Village  | KOLKATA  |
| District  |  |
| State   | West Bengal  |
| Years at current Address                              |  |
| Years in current City                                 |  |
| Please indicate if this is equal to Permanent Address | YES  |
| Address   |  |
| Address   | 3 6 GOBRA GOROSTHAN ROAD KOLKATA Kolkata WB 700046 |
| Nearest Landmark                                      | KOLKATA Kolkata WB 700046                          |
| Pincode   | 700046   |
| City/Village  | KOLKATA  |
| District  |  |
| State   | West Bengal  |
| Employment Details                                    |  |
| Occupation Types                                      | Salaried   |
| Name of the Organization                              | Other  |
| Office/ Business Address                              |  |
| Nearest Landmark                                      |  |
| Pincode   |  |
| City/Village  |  |
| District  |  |
| State   |  |
| Company Type  |  |
| Office Phone Number                                   |  |
| Official Email Id                                     |  |
| Designation (Salaried)                                |  |
| Designation (Self-Employed)                           |  |
| Nature of Business                                    |  |
| Industry Type   |  |
| Total Work Business Experience                        |  |
| Year of current Job/Business                          |  |
| Net Monthly Salary                                    |  |
| Last Yr ITR Amount                                    |  |
| Proposed Loan Details                                 |  |

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|--|--|
| Scheme Name                                | Personal Loan - Paytm  |
| Requested Loan Amount                      | 200000   |
| Requested Tenure                           | 24   |
| Purpose of Loan                            | Medical Emergency  |
| EMI Amount (Estimated)                     | 9985   |
| Repayment Mode                             | NACH Mandate or through Paytm APP  |
| Approved Loan Amount                       | 200000   |
| Approved Tenure                            | 24   |
| Processing Fees                            | 7080   |
| Other Charges                              | None   |
| Insurance Amount                           |  |
| Disbursed Amount                           | Rs. 191220. The final disbursement amount may change on the basis of broken period interest accrued on the disbursal date. |
| Bank Details                               |  |
| Name of the Bank                           | State Bank Of India  |
| Branch Name                                |  |
| Account Number                             | 00000032348325369  |
| IFSC Code                                  | SBIN0008439  |
| Account Holder Name (As per bank record) : | RITWIK GHOSE   |
| Mobile Digital Usage Details               |  |
| Type of Vehicle                            |  |
| Wallet App                                 |  |
| Banking App                                |  |
| Streaming App                              |  |
| UPI App                                    |  |
| UPI No                                     |  |
| E-Commerce App                             |  |
| Reference Details                          |  |
| <b>Reference 1</b>                         |  |
| Name                                       |  |
| Contact no                                 |  |
| Relationship with Applicant                |  |
| <b>Reference 2</b>                         |  |
| Name                                       |  |
| Contact no                                 |  |
| Relationship with Applicant                |  |
| Insurance Details                          |  |
| <b>General Insurance Details</b>           |  |
| Nominee Name                               |  |
| Relationship with Nominee                  |  |
| Nominee Gender                             |  |
| Nominee Contact Details                    |  |
| <b>Life Insurance Details</b>              |  |
| Nominee Name                               |  |
| Relationship with Nominee                  |  |

|                |  |
|----------------|--|
| Nominee Gender |  |
|----------------|--|

For: Personal Loan Facility

RITWIK GHOSE

(Customer Name)

2022-03-20 20:49:22.0

(Acceptance Date and Time)

171.49.197.62

(Customer IP)

9.986244201660156 76.27233462535392

(Customer Lat/Long)

### LIST OF DOCUMENTS TO BE SUBMITTED BY THE APPLICANT

This is to confirm that the Applicant has/have submitted the below mentioned self attested documents along with the Loan Application Form to Hero FinCorp Limited.

1. One Passport Size Photograph
2. Permanent Account Number (PAN)
3. Proof of Identity (Voter's Identity Card, PAN Card Indian Passport, Driving License, Aadhar Number, NREGA Job Card, letter issued by the National Population Register containing details of name and address)
4. Proof of Address (PAN Intimation letter, Proof of possession of Aadhar Number, Indian Passport, Voter Identity Card, Driving License, NREGA Job card, Letter issued by the National Population Register containing details of name and address, Latest House tax receipt, Bank statement/Passbook, Gas Bill Connection / Receipt, Rent Agreement)
5. Date of Birth Proof (PAN Card, Aadhar Card, Indian Passport, Voter Identity Card, Driving License, High school mark sheet / certificate, Senior citizen id card issued by Government body)
6. Any self declaration, if required Any other document, as may be required by Hero FinCorp Limited from time to time

### DECLARATION

I/We RITWIK GHOSE" Son/Wife/Daughter of MR RABIN ANANDA GHOSE Authorized Representative of. aged 24 years and residing/having registered office/place of business at KOLKATA hereby confirm and warrant that: (a) I/We am/are citizen(s) of India and that all the information furnished by me/us is true and accurate and up to date in all respects and that I/We have not withheld any information whatsoever. I/We authorize Hero FinCorp Limited ("HFCL") to make any enquiries in this regard. (b) I would like to know through telephonic calls, or SMS on my mobile number mentioned in the Loan Application Form as well as in this undertaking, or through any other communication mode, various HFCL Loan offer schemes or any other promotional schemes and hereby authorize HFCL, its employees, agent, associate to do so. (c) 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 HFCL, its employees, agents and/or associates. (d) I/We shall submit, sign and execute

all such loan agreements and other documents as may be prescribed and required by the HFCL at any point of time and the applicable stamp duty shall be payable by me/us. (e) I/We fully acknowledge that the Application fees given by me is non-refundable and in case of rejection of my application, I shall not seek refund of the same from HFCL (f) We authorize/ give consent to HFCL or its agent, its service providers, or any third party, as HFCL may deem fit, to carry out CIBIL/other bureau enquiries/reports, to carry out the KYC and other requisite checks, share my/our data information (including my/our personal data), make references and carry out any other third party vendor checks/verifications relating to information in this application form which HFCL considers necessary. (g) We shall indemnify HFCL, its affiliates, directors, employees, representatives, agents from and against any and all losses, damages, claims, demands, costs, expenses, or any other loss of any kind whatsoever, which HFCL may suffer or incur as a result of any action/claim raised by any institutions or any third party for making reference, conducting investigations and/or making disclosures in terms of the preceding clause. (h) I/We have no objection to give the documents required as per KYC guidelines issued by RBI. (i) No insolvency/bankruptcy/winding up proceeding or recovery suit of the outstanding dues/monies whatsoever or for attachment of my/our assets or properties and/or criminal proceedings have been initiated and/or pending against me/us and we have never been adjudicated insolvent by any court or authority. (j) I/We hereby confirm that there has/was never been an award or an order or proceeding or adverse judgment or decree in a Court case involving breach or contract, tax malfeasance or other serious misconduct which shall adversely affect my/our ability to repay the Loan. (k) I/We have never been a defaulter with HFCL or any bank or any other financial institution or any non-banking financial company. (l) I/We shall keep informed HFCL, in writing, of any change in my/our contact information or residential/office address/change in job. (m) HFCL is authorized to make enquiries with any finance company/bank/registered credit bureau etc. for KYC information verification, credit risk analysis, or for other related purposes that HFCL may deem fit and that my/our privilege of privacy and privity of contract with regards the subject matter of my/our arrangement is expressly waived. I/We also confirm that HFCL reserves the right to retain photograph(s) and document(s) submitted. (n) I/We will not hold HFCL or its agents or representatives responsible under any circumstances whatsoever in case my application is rejected. (o) I/We confirm having received read & understood the terms and conditions of the loan applied for, including the terms relating to repayment, interest & other fees and unconditionally agree to abide/perform the same & also hereby accept that the terms and conditions may be changed by HFCL at any time. I/We also agree to abide by all the terms and conditions of all the related agreement(s). I/We also confirm that all my questions, doubts and queries with regards the loan have been answered to my satisfaction and properly explained to me/us; which fact I/We shall no question, doubt or dispute at any future date/event. (p) I/We confirm & agree that by signing this application form, I/We am/are deemed to have accepted, read, understood and agreed to be bound by the terms (including amendments thereof) governing the loan facility, I/We confirm and agree that I/We have no objection to HFCL sending us offers of their products or service of its subsidiaries, affiliates or associates companies of HFCL. (q) I/We hereby accepts, confirms and consents for the disclosure and sharing of information in relation to my Loan by HFCL to any third party including but not limited to private entities, government or regulatory bodies or any other body as HFCL may decide, from time to time. (r) The use of above information shall not amount to violation of any of my/our privacy or confidentially rights or privileges. (s) I/We confirm that no cash/blank cheque has been given by me along with this application, nor have I been promised any free gifts/inducement to apply for this loan. (t) In addition to the above, I/We shall indemnify the HFCL to make the loss good in the event of any loss damage that may arise on account of false/incorrect declaration by me/us. (u) I/We acknowledges that HFCL adopts interest rate/pricing methodology based on various risks associated with the type of Loan, cost of funds, tenure of the Loan, type & value of security, loan

amount etc. Further HFCL periodically reviews the rate of interest and product features offered by it with those offered by its competitors. For a borrower an additional risk premium may be included in the pricing based on the credit risk associated with the borrower which is a function of the borrower's credit history, credit information, internal rating along with other factors like the borrower's source of income, professional experience etc. Accordingly, the applicable rate of interest may be different for different categories of borrowers and may differ from one loan to other loan.I/We shall utilize the loan proceeds only for the purpose of Medical Emergency" I am opting for group term life insurance from Kotak Life Insurance Yes No Group Credit Life Insurance to be provided by the insurance company and Hero FinCorp Limited will only act as group insurance manager and will have no liability for any claim under the policy The claim under the insurance policy shall be processed as per the procedures of the Insurance Company I/We hereby authorize Mr/Ms\_\_\_\_\_for processing this Loan Application Form with Hero FinCorp Limited on my/our behalf and undertake to provide all papers in original required for any clarification, to HFCL.

### VERNACULAR DECLARATION

The Content of the Loan Application Form has been explained by me(the witness) to the Application in\_\_\_\_\_(name of the language in which the application has signed)and the same has been understood by the applicant.The applicant further confirms that he/she is acceptable to receive all the future correspondence in relation to this loan in English language.

Name of the Witness\_\_\_\_\_

Signature of the Applicant in his language Name\_\_\_\_\_ (to be written in Applicant's handwriting)

Address of the Witness\_\_\_\_\_

Signature of the Witness Name:\_\_\_\_\_ (to be written in Witness's handwriting)

### Acknowledgement Receipt

Date : 2022-03-20 20:49:22.0

We acknowledge the receipt of your Loan Application Form bearing no.24176755.We will get back to you within 14(fourteen) working days either in writing (including via email,letter or telephone) with respect to the status of your Loan applied with Hero FinCorp Limited. This is subject to furnishing of all the necessary documents by you, as mentioned in the Loan Application Form or communicated to you by Hero FinCorp Limited during the loan appraisal process. Wherever any additional information/documents is required to process the loan. All loans will be sanctioned at the sole discretion of Hero FinCorp Limited

Applicant's Name : RITWIK GHOSE

Name of the Relationship Manager:\_\_\_\_\_

Mobile Number of the Relationship Manager: \_\_\_\_\_

Signature of the Relationship Manager: \_\_\_\_\_

For: Personal Loan Facility  
RITWIK GHOSE  
(Customer Name)

2022-03-20 20:49:22.0

(Acceptance Date and Time)

171.49.197.62

(Customer IP)

9.986244201660156 76.27233462535392

(Customer Lat/Long)

## Personal Loan Agreement

**BORROWER'S NAME: RITWIK GHOSE**

**APPLICATION ID: 24176755**

**LOCATION: KOLKATA**

| Language  | Declaration  | Signature |
|-----------|--|-----------|
| English   | I have understood all the terms and conditions of the agreement which have been explained to me in the language that I understand    |           |
| Hindi     | मैंने अनुबंध के नियम व शर्तें समझ ली हैं,<br>जो मुझे अपनी ज्ञात भाषा में समझाए गए हैं.   |           |
| Tamil     | ஒப்பந்தத்தின் விதிமுறைகள் மற்றும் நிபந்தனைகள் அனைத்தும் எனது<br>மொழியில் விவரிக்கப்பட்டது. அதை நான் புரிந்து கொண்டேன்.               |           |
| Malayalam | എനിക്കു മനസ്സിലാക്കുന്ന ഭാഷയിൽ എനിക്കു വിശദീകരിച്ചു തന്ന കരാറിന്റെ<br>എല്ലാ വ്യവസ്ഥകളും ഉപാധികളും എനിക്കു മനസ്സിലാക്കുകയുണ്ടായി.     |           |
| Telugu    | అగ్రిమెంట్‌లోని నియమ నిబంధనలన్నిటినీ నేను అర్థం చేసుకున్నాను మరియు వాటిని నాకు<br>అర్థమయ్యే భాషలో వివరించబడ్డాయి.                    |           |
| Kannada   | ನಾನು ಒಪ್ಪಂದದ ಎಲ್ಲಾ ನಿಯಮ ಮತ್ತು ನಿಬಂಧನೆಗಳನ್ನು ತಿಳಿದುಕೊಂಡಿದ್ದು ಅವನ್ನು ನನಗೆ<br>ತಿಳಿಯುವ ಭಾಷೆಯಲ್ಲಿ ನನಗೆ ವಿವರಿಸಲಾಗಿದೆ.                      |           |
| Marathi   | मला करारनाम्याच्या सर्व अटी व शर्ती समजल्या आहेत, ज्या मला कळणाऱ्या भाषेमध्ये समजावून<br>सांगण्यात आल्या आहेत.                       |           |
| Gujarati  | મેં કરારના મને સમજાય તે ભાષામાં સમજાવવામાં આવેલા સર્વ શિયમો અને<br>શરતો સમજી લીધા છે.  |           |
| Oriya     | ମୁଁ ଏହି ରାଜିନାମାର ସମସ୍ତ ସର୍ତ୍ତ ଓ ନିୟମାବଳି ଦୃଢ଼ିତ୍ତି, ଯାହାକି ମୋତେ ମୁଁ ବୁଝୁଥିବା ଭାଷାରେ<br>ବୁଝାଇ ଦିଆଯାଇଛି ।                             |           |
| Konkani   | माका सदमता त्या पारोन करारचो सोगळ्या अटी व सर्ती स्पष्ट करोन सांगल्या<br>आनी त्या माक कळल्या आसा.                                    |           |
| Punjabi   | ਮੈਂ ਇਕਰਾਰਨਾਮੇ ਦੇ ਸਾਰੇ ਠਿਕਮਾਂ ਅਤੇ ਸ਼ਰਤਾਂ ਨੂੰ ਸਮਝ ਚਿਅਾ ਹੈ ਜੋ ਮੇਰੀ ਸਮਝ ਵਿੱਚ ਆਉਣ ਵਾਲੀ<br>ਭਾਸ਼ਾ ਵਿੱਚ ਮੈਨੂੰ ਵਿਆਖਿਆ ਸਹਿਤ ਸਮਝਾ ਦਿੱਤੇ ਗਏ ਹਨ । |           |
| Bengali   | আমি চুক্তির সমস্ত নিয়ম ও শর্ত বুঝেছি, যা আমার বোধগম্য ভাষায়<br>আমাকে বিশ্লেষণ করা হয়েছে ।   |           |
| Assamese  | মই এই চুক্তিৰ সকলো নিয়ম আৰু শৰ্ত বুজি পাইছোঁ আৰু এইবিলাক মই বুজি পোৱা ভাষাত<br>সোক বুজাই দিয়া হৈছে ।                               |           |
| Urdu      | میں نے اقرارنامے کے تمام شرائط کو سمجھ لیا ہے جو میری<br>سمجھ میں آنے والی زبان میں مجھے سمجھائیے گئے ہیں۔                           |           |

Sign against the appropriate box

For: Personal Loan Facility  
RITWIK GHOSE  
(Customer Name)



2022-03-20 20:49:22.0

(Acceptance Date and Time)

171.49.197.62

(Customer IP)

9.986244201660156 76.27233462535392

(Customer Lat/Long)

## PERSONAL LOAN AGREEMENT

This Personal Loan Agreement ("Agreement") is made at the place and on the day, month and year as set out in Schedule-I hereto, by and between: The person(s) named in Schedule-I hereto as the **Borrower** and Co-Borrower (hereinafter collectively referred to as the "Borrower", which expression shall, unless it be repugnant to the subject or context thereof, include his/her heirs, nominees, legal representatives, executors, administrators, successors and permitted assigns) of the **ONE PART.**

### AND

**Hero FinCorp Limited**, a company incorporated under the provisions of the Companies Act, 1956, a Non Banking Financial Company registered under the provisions of the Reserve Bank of India and having its registered office at 34, Community Centre, Basant Lok, Vasant Vihar, New Delhi-110057, India, (hereinafter referred to as "**Lender**" or "**HFCL**" which expression, unless repugnant to the context, shall deemed to include its successors and assigns) of the **OTHER PART.**

The Borrower and Lender are hereinafter individually referred to as "**Party**" and jointly referred to as the **Parties.**

In case of there being more than one Borrower (i.e. there being Co-Borrowers), the reference to the term Borrower shall be deemed to be as if it were plural and this document shall be read accordingly as if made and liabilities taken by each of them jointly and severally. Reference to the masculine gender includes reference to the feminine and neuter genders and vice versa.

**The Borrower hereby irrevocably and unconditionally agrees to abide by the following terms and conditions:**

1. Pursuant to the application made by the Borrower in the Loan Application Form (" Application"), Lender sanctioned a loan facility not exceeding the amount mentioned in the Schedule I (" Loan") and the Borrower agrees to borrow the same, subject to the terms and conditions contained in the Application sanction letter, this Agreement and all other documents executed or entered into or to be executed or entered into by the Borrower in relation to the Loan (hereinafter collectively referred to as " Loan Documents"). The Borrower shall deliver to the Lender a duly completed and executed Disbursement Request Form as set out in Schedule II to this Agreement. Lender may disburse the Loan or any part thereof (" Disbursement") at its sole discretion. Borrower shall use the Loan only for lawful purpose stated in the Application and not for any other purpose including making investment in the capital market or any speculative or illegal or immoral or any social purpose Notwithstanding anything contained herein, Lender may at its sole discretion and without assigning any reason, suspend or cancel or terminate the Loan and recall the entire Outstanding Due without prior Intimation to the Borrower
2. The Outstanding Dues shall collectively mean and include the all amounts payable by the Borrower to the Lender pursuant to the Loan Documents including but not limited to the present and future obligations and liabilities of the Borrower to pay repay including without limitation the principal amount of the Loan, Interest, default interest, default charges, Indemnities, any other charges, dues and monies payable, costs and expenses reimbursable, as outstanding from time to time and all such expenses in respect of or incidental

the borrowing or its recovery or realisation. Borrower shall pay interest on the Loan the unpaid due Interest and all other outstanding charges and monies at the rate of Interest specified in Schedule I hereto, on the outstanding daily balance from the date of Disbursement compoundable at monthly rests. Lender in its sole discretion would be entitled to change the said rate of interest (prospectively) including on account of changes made by the Reserve Bank of India ( "RBI"), on account of changes in the lending rates, prevalent market practice, money market changes, reserve requirements, provisioning norms, or changes in Applicable Laws which would be intimated to the Borrower and binding. Any revision in the rate of interest shall be applicable on the Borrower prospectively from the date of communication. The Borrower acknowledges that such revised interest shall be deemed to form part of Outstanding Dues. Applicable rate of interest may be different for different categories of borrowers and may differ from one loan to other loan. Borrower shall pay and bear all interest tax, if any, as applicable from time to time. Borrower shall repay the Loan and the interest that is due from time to time by way of equated monthly installments (EMIs) as specified in Schedule-I or as may be specified by Lenders, from time to time (time being essence of contract). Borrower has perused, understood and agreed to Lender's method of calculating EMIs as also the appropriation thereof into principal and interest

3. Payment of all the monies by the Borrower including EMIs shall be made on or before the respective due dates, at such place as Lender may require, without any set-off or counterclaim or withholding of deduction by way of one or more modes and instruments including post-dated cheques (" PDCs ")/Standing instruction (" SI")/National Automated Clearing House (" NACH")/any other mode/instrument as may be acceptable to Lender. If any due date falls on a non-Business Day of Lender, payment shall be made by the Borrower on the immediately preceding business day of Lender. It is hereby clarified that "Business Day" shall mean a day (other than Sunday, bank holiday, public holiday) on which the branch/office of the Lenders open for normal business transactions. In case of cheques/other instruments, the payment shall be deemed to have been made by the Borrower only at the point of time the sum is credited and realized fully in Lender's account irrespective of the date of instrument or time of receipt or presentation of instrument. In case of any default by Borrower in the repayment of the Outstanding Dues, the Borrower shall without prejudice to Lender's other rights and remedies, pay default/additional/penal interest at the rate mentioned in the Schedule I hereto or as may be prescribed by Lenders, over and above the then applicable rate of interest till payment is made/default is cured. The Borrower acknowledges that any Sums, Interest, default amount including but not limited to the Default Interest under this Agreement are reasonable and represent a genuine pre-estimate of the loss in the event of non-payment by the Borrower and/or non-compliance with the terms of the Loan Documents. Further, the Borrower waives any defence available under usury or other Applicable Laws relating to the charging of Interest/Default Interest
4. Borrower shall pay Lender the charges, fees, commissions, etc, as specified in the Schedule-I/Application or as specified by Lender, within such time or upon occurrence of such events as specified and if not specified then forthwith upon demanded by Lender. All other present and future costs and expenses, taxes (as applicable) and any related levy, stamp duty, in all jurisdictions, in relation to the this/other documents/any transaction pursuant thereto, irrespective of who the beneficiary is, shall be borne and payable solely by the Borrower including for creation, enforcement, preservation of security, recovery, initiating/defending/pursuing any legal proceedings/actions by Lender. In case of any such sums if paid or incurred by Lender, the Borrower shall be liable to reimburse the same forthwith to Lender in full.
5. Any Payment made by/on behalf/for the Borrower or any realisations in relation to the Loan, security, shall be appropriated towards Outstanding Dues in the following order: (a) towards costs and expenses incurred by Lender; (b) towards any charges, commissions, fees, taxes, levies (wherever applicable); (c) towards default/additional/default interest; (d) towards interest; and (e) towards principal amount(s). Any statement of account furnished by Lender shall be accepted and be binding on Borrower and shall be conclusive proof of the correctness of amounts mentioned therein except for any manifest error therein.
6. Notwithstanding anything stated in any document, the continuation of the Loan shall be at sole and absolute

discretion of Lender and Lender may at any time in its sole discretion and without assigning any reason upon the Borrower to pay Outstanding Dues and upon such demand, Borrower shall pay the whole Outstanding Dues to Lender without any delay or demur.

7. Borrower's liability shall not be affected, terminated or prejudiced by death, insolvency, bankruptcy of Borrower, but shall continue in full force, effect and shall be binding on Borrower's successors, heirs etc.
8. Lender at its sole discretion shall have the right to (i) revise or reschedule the repayment terms; or (ii) stop financial, identity and other data/information of the Borrower; or (iii) inspect books of accounts and other records maintained by the Borrower; or (iv) recall the entire Outstanding Dues of the Borrower at any time.
9. The Borrower shall be entitled to prepay the Loan: (i) only if Lender permits the same upon at least 15 (fifteen) days' written notice from Borrower communicating intention to prepay the said Loan and (ii) subject to such conditions as Lender may prescribe including payment of the prepayment charges as mentioned in Schedule I hereto or as specified from time to time by Lender. There shall be no prepayment or foreclosure charges on floating rate term loans sanctioned for purposes other than business to an individual borrower with or without co-borrower.
10. Lender may at its own discretion and upon Borrower's request, also finance the Borrower for the insurance premium of insurance policy taken by Borrower as per Borrower's own wish from any insurance company of Borrower's choice, which sum shall be added to the principal amount under the Loan and all the terms and conditions shall be additionally applicable thereto. All expenses, charges, fees, taxes etc as applicable on such insurance shall be incurred and paid by Borrower, however, in case paid by Lender on Borrower's behalf, Borrower shall reimburse the same to Lender within 24 (twenty four) hours of Lender's demand. Borrower shall instruct the insurance company to add Lender as loss payee in any such insurance policy.
11. Disbursement under the Loan shall be subject to Borrower having been provided the following documents to the satisfaction of Lender: (a) duly executed counterpart of this Agreement and such other documents as may be required by Lender including without limitation, the Disbursement Request Form (as set out in Schedule II); (b) latest financial statements, bank statements, ITR, KYC documents including proof of identity, proof of address, date of birth proof of Borrower, as requested by Lender; (c) PDC, NACH mandate forms, security post dated cheques (SPDC), as may be required by the Lender.
12. Each of the Borrowers represent(s) and warrant(s) that (which shall be deemed to have been repeated to Lender on the date of the Disbursement and on each date thereafter): (a) Borrower is a citizen of India and is a major (in terms of age) and is of sound mind and is competent to contract and enter into and perform his/her obligations contemplated under this Agreement/Other Loan Documents in respect of the Loan; (b) There is no legal impediment or restriction, whether under law, judgement order, award contract or otherwise, for any of the Borrower entering into and/or performing any of the transactions contemplated by this Agreement/Other Loan Documents in respect of the Loan and all approvals and consents, wherever necessary have been obtained and are and will continue to be in full force; (c) The execution hereof constitutes legal, valid and binding obligations of Borrower; (d) There is no event of default existing or continuing; (e) All declarations made by Borrower are true and complete and no information has been suppressed/withheld; (f) There are no arrears on taxes or other statutory dues and has completed all necessary filings; (g) The "Know Your Customer" ("KYC") requirements of the lender have been and shall be fulfilled and all other terms and conditions as maybe prescribed by RBI or by the Lender from time to time have been and shall be complied with; (h) No suit, litigation, proceeding, investigation, corporate action, creditor's process etc. by any government authority or any court or tribunal or any other person is ongoing or pending or threatened against the Borrower or in respect of its assets
13. Borrower covenants and agrees that, except with prior specific and express written consent of Lender, Borrower shall not (a) create, assume or incur any indebtedness to any person or lend/advance any amount to any person or undertake any guarantee/security obligation; (b) go abroad for employment/business or long term stay; (c) change/cease/retire from/terminate/resign from present employment/profession/business disclosed in the Application. The Borrower undertakes that in case Borrower changes its name, address

employment, place of employment, main bank account, nationality, citizenship etc. Borrower shall intimate the same to Lender in writing immediately

14. If the PDC/SPDC delivered to Lender by the Borrower pursuant to this Loan or this Agreement, is lost, destroyed or misplaced while in the custody of Lender becomes non encashable due to death, insolvency, lunacy, expiry of validity, termination of authority, then in any of such events, the Borrower or its heirs shall, within three (3) days of intimation of the same, from Lender or immediately on the said PDC/SPDC being non encashable due to the reasons mentioned herein or for any other reason, deliver to Lender such number of PDC/SPDC as may be required by the Lender (in place of those that have been lost, destroyed, misplaced or become non encashable).
15. The Borrower shall sign and execute all documents, applications and provide requisite information and documents as required for affecting the transfers through NACH/SI/Direct Debit by Lender with which the Borrower's account is maintained. The NACH/Direct Debit Mandate Form delivered to Lender by Borrower pursuant this Loan, shall not be changed, modified, countermanded without the prior written permission of Lender.
16. The Borrower undertakes and agrees to Indemnify, keep indemnified and hold harmless Lender, its affiliates, representatives, agents, officers, directors, employees and assigns (each an "Indemnified Party") from and against any and all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred, including attorneys' and accountants' fees (collectively "Losses") to which any Indemnified Party may become subject to, insofar as such Losses arise out of, in any way relate to, or result from: (i) any information provided or approved by the Borrower being misleading or deceptive in any respect; (ii) failure by the Borrower to comply with/fulfil any obligation, undertaking, covenant or condition contained in this Agreement or any other Loan Documents; (iii) Breach by the Borrower of any representation and warranty; (iv) any act or omission that constitutes a violation of Applicable Law by the Borrower; (v) occurrence of any Event of Default or any cause thereof; (vi) any default made by the Borrower in the repayment of the Outstanding Dues or in the performance of its obligations in accordance with this Agreement or any other Loan Documents; (vii) any delay in payment of any sums payable or reimbursable by the Borrower to Lender under or pursuant to this Agreement. Further, Borrower acknowledge the inherent risks involved in sending instructions/communications/documents to or by Lender via facsimile, emails or any other electronic mode and hereby agree and confirm that all risks shall be fully borne by the Borrower and the Borrower hereby assumes full responsibility for the same, and undertakes to indemnify Lender and keep Lender indemnified and harmless at all times from and against any and all Losses including any claims and demands by any third party or any other actions (including legal fees on a full indemnity basis) and howsoever arising which may be brought or preferred against Lender or that Lender may or may have to suffer, Incur or sustain by reason of or on account of Lender having so acted whether wrongly or mistakenly or not, or of Lender failing to act wholly or in part in accordance with the instructions so received which could be a result of any miscommunication or technological error beyond the control of Lender considering the mode in which the same was conveyed.
17. The following non exhaustive events shall constitute events of default (each an "Event of Default"), and upon the occurrence of any of them the entire Outstanding Dues shall become Immediately due and payable by the Borrower and further enable Lender inter alia to recall the entire Outstanding Dues and/or enforce its security and transfer/sell the same and/or take, initiate and pursue any actions/proceedings as deemed necessary by Lender for recovery of the Outstanding Dues: (a) Failure on Borrower's part to perform any of the obligations or terms or conditions or covenants applicable in relation to the Loan under this Agreement/other Loan Documents; (b) non payment in full of any part of the Outstanding Dues when due or when demanded by Lender; (c) any misrepresentation or misstatement by the Borrower or any commencement of material Information or document or event by the Borrower; or (d) occurrence of any circumstance or event which adversely affects Borrower's ability/capacity to pay/repay the Outstanding Dues or any part thereof or perform any of the obligations; (e) if any attachment distress, execution or other legal process against the Borrower/its assets; or (f) In the event of death, unsound mind, Insolvency, failure

business, commission of an act of bankruptcy of the Borrower, or change or termination of employment/profession/business for any reason whatsoever; or (g) Submission of any forged document to the Borrower; or (h) for any regulatory or other reasons, Lender is unable or unwilling to continue the Loan; or (i) any event or circumstance arises which has or, in the reasonable opinion of Lender, may cause material adverse change; or (j) if the Borrower is convicted under any applicable law; or (k) any instruction is given to the Borrower for stop payment with respect to any of the repayment cheques and/or payment through NACH/Direct Debit for any reason whatsoever; or (l) any proceeding or imminent threat of proceeding initiated against the Borrower, by any party under laws of insolvency (m) if the Borrower opts to discontinue his/her profession or close down his/their business/trade for any reason whatsoever, (n) if the Loan or any part thereof is utilized for any purpose other than the purpose for which it is sanctioned by Lender; (o) If the Borrower fails to give NACH/I/PDC's or submit additional documents to Lender as provided herein; (p) any other event which in the sole opinion of Lender would endanger the repayment of the Loan; (q) if the Borrower acts fraudulently or dishonestly.

18. Without prejudice to the rights available to Lender under applicable law, on the occurrence of an Event of Default, Lender shall be entitled to exercise any of the following rights (whether simultaneously or otherwise) at its sole discretion: (i) declare Outstanding Dues immediately and payable; (ii) declare all undrawn amount of the Loan as cancelled forthwith; (iii) stipulate such other conditions of terms in relation to this Agreement/Loan Documents, as Lender considers necessary; (iv) initiate appropriate civil or criminal proceedings against the Borrower, including but not limited to under Section 138 of the negotiable Instrument Act, 1881 to enforce Lender's rights under this Agreement/any other Loan Document/applicable law.
19. For all or any of the aforesaid purposes, on the occurrence of an Event of Default, the Borrower hereby irrevocably appoints Lender as its attorney or attorneys, and in the name and on behalf of the Borrower to execute and do all acts, deeds and things which the Borrower is authorized to execute and do under the covenants and provisions herein contained and generally to use the name of the Borrower in the exercise of all or any of the powers under this Agreement and the Loan Documents or by law conferred upon Lender and also to execute on behalf of the Borrower at the cost of the Borrower, the powers hereunder or by law conferred on Lender and also to execute on behalf of the Borrower at the cost of the Borrower, sign documents and deeds as may be necessary to give effect to the provisions referred to hereinabove. The Borrower covenants with Lender to ratify and confirm all acts or things made, done or executed by its attorney as contemplated in this clause.
20. Lender shall at any time, without any consent of or notice to the Borrower be entitled to securitise, sell, assign, or transfer all or any part of Lender's rights and obligations under the Loan, this Agreement or any other Loan Document, to any persons(s) and in such manner and on such terms as Lender may decide. The Borrower shall not be entitled to directly or indirectly assign or in any manner transfer, whether in whole or part, any rights, the benefit or obligation under the Loan, this Agreement/other Loan Document without prior written consent of Lender.
21. Lender shall be entitled at its discretion to engage/avail of, at the risk and cost of Borrower, services of personal/third party service provider/agent/agency, for anything required for/in relation to/ pursuant to the Loan, including collections, recovery of Outstanding Dues, enforcement of security, conducting credit investigation of the Borrower, getting or verifying any information of Borrowers/asset analyzing the balance sheet statement of the Borrower, and any necessary or incidental lawful acts/deeds/matters/things connected.
22. Lender shall, without notice to or without any consent of the Borrower, be absolutely entitled and have an unqualified right power and authority to make disclosure of any information relating to Borrower (including personal sensitive data or information and any information that requires consent under the Information Technology Act, 2008 and/or any other statute), details in relation to this Agreement, Loan Documents, Loan defaults, security, obligations of Borrower, to the Transunion CIBIL Limited ("CIBIL") and/or any other government/regulatory/statutory or private agency/entity, credit bureau, RBI, Lender's other branches/subsidiaries/affiliates/rating agencies, service providers other banks/institutions, and third party

any assignees/potential assignees or transfers. In this connection the Borrower waives the privilege of privacy and privity of contract. Lender shall have the right, without notice to or without any consent of the Borrower, to approach, make enquiries, obtain information, from any person including other banks/financial institutions/entities/credit bureaus, Borrower's employer/family members, any other person related to the Borrower, to obtain any Information for assessing track record, credit risk, or for establishing contact with the Borrower for the purpose of recovery of Outstanding Dues from the Borrower. CIBIL and/or any other agency authorized may use and/or process the aforesaid information and data disclosed by the Lender in any manner as deemed fit by them. CIBIL and/or any other agency so authorized may furnish for consideration the processed information and data or products thereof prepared by them, to Lender/Financial institutions and other credit grantors other registered users, as may be specified by RBI in this behalf. RBI and/or CIBIL shall have an unqualified right to disclose/publish the details of default and name of the Borrower, directors, partners, as the case may be, as defaulters, in such manner and through such medium as RBI/CIBIL in their absolute discretion may think fit.

23. Lender may set off any matured Outstanding Dues due from the Borrower under this Agreement (to the extent beneficially owned by Lender) against any matured obligation owed by Lender to that Borrower.
24. All amounts payable by Borrower shall be paid on or before the relevant due date(s) as mentioned in Schedule I for such payment without any delay or demur and without any deduction whatsoever by way of set off or counterclaim or otherwise of any amount due or alleged to be due or outstanding from Lender or from any other Person and notwithstanding any legal limitation, disability or incapacity of the Borrower
25. Any default by the Borrower under any agreement, arrangement, guarantee, and /or under any of its indebtedness (whether actual or contingent or whether primary or collateral, or whether joint and/or several) with Lender or its holdings/subsidiaries/affiliates/group companies, shall constitute an Event of Default under the Loan and vice-versa.
26. The Borrower hereby provide consent to Lender to carry out the KYC and other requisite checks by such processes as may be permissible under Applicable Law including authentication/verification of documents, details submitted for KYC purpose, accessing and procuring data from databases maintained by statutory or other government authority. The Borrower expressly authorize/ consent to Lender, its various service providers or agents, including for marketing, collection and recovery agents to contact the Borrower telephonically, through e-mails telephones, messages, SMS Whatsapp or other applications or otherwise even if the names of the Borrower appear in the Do Not Call or Do Not Disturb Register to inform the Borrower about the marketing schemes, various financial and/or investment products and/or offerings of other services, Outstanding Dues under the Loan Documents or any other aspect pertaining to any loan facilities availed or to be availed by the Borrower. The Borrower also expressly declare that such e-mails, telephonic calls, messages, SMS, Whatsapp messages etc. from the tele-callers, agents and/or service provider of Lender and its associates, affiliates and/or group companies will not cause any inconvenience to them and/or their family members. The Borrower expressly and irrevocably consent that for any claim against the service providers, Lender shall not be liable and the claim of the Borrower on this account shall be against the service providers and/or tele-callers. The Borrower agree to the use of emails, messages, SMS, Whatsapp and/or other applications for Communication or sharing of information or document, agree to abide by the and conditions of such applications and agree to the associated with such applications or sharing of information through them.
27. This Agreement, Loan Documents, all obligations arising out of or in connection with them, shall be governed by and shall be construed in accordance with the laws of India. Subject to clause 28 below, the Parties hereby agree that all disputes arising out of and/or relating to the Loan, this Agreement or 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. any other Loan Document shall be subject to the exclusive jurisdiction of the courts at New Delhi only. Notwithstanding the aforesaid, the Borrower acknowledges and agrees that Lender may, however, in its absolute discretion commence any legal action or proceedings arising out of this Agreement or any other Loan Document against the Borrower in a court tribunal or any other appropriate

forum situated in any part of India.

28. All disputes, claims, controversy or difference or questions between Parties arising out of or relating to Loan, this Agreement, other Loan Documents shall be referred to arbitration by a sole arbitrator to be appointed by Lender only. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, including the statutory amendments. The venue, place and seat of arbitration shall be New Delhi and the language of the arbitration shall be English. The award including interim award(s) of the arbitral tribunal shall be final, conclusive and binding on all the parties concerned. The arbitral tribunal may, from time to time, lay down the procedure to be followed in conducting the arbitration proceedings and shall conduct the arbitration proceedings in such manner as it considers appropriate.
29. Interest, taxes, other fees, Stamp duties, processing fees, upfront fees, NOC fees, prepayment charges, insurance charges, enforcement expenses, assignment cost, legal expenses and other charges, as may be applicable from time to time on the Loan shall be borne solely by the Borrower. Such amounts shall form part of the Outstanding Dues. Lender may at any time and from time to time without prior notice to the Borrower add to, withdraw or otherwise vary the fees and charges payable in connection with the loan. Any change in the charges shall be effected only prospectively.
30. All payments to be made by the Borrower to the Lender under the Loan Documents shall be made free and clear of taxes and without any tax deduction, unless a tax deduction required under the applicable Law.
31. Lender reserves the right to alter, amend or revise any of these terms and conditions and may notify the Borrower of any changes to terms and conditions in any manner it considers appropriate.
32. The Parties agree that damages may not be an adequate remedy and Lender shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief to restrain the Borrower from committing any violations or enforce the performance of the covenants, Warranties and obligations contained in this Agreement. The Parties agree that any delay or omission by Lender in exercising any of its rights, powers or remedies under this Agreement and other documents pursuant hereto shall not impair the right, power or remedy or be construed as its waiver or acquiescence by Lender.
33. Each of the provisions of this Agreement are intended to be and shall be construed as independent of several of each other. Invalidity, illegality or unenforceability of any provision (in whole or part) of the terms and conditions of this Agreement in any jurisdiction shall not affect such provision in any other jurisdiction and shall not invalidate or affect the remaining provision (including in Case of partial invalidity, the valid part of the affected provision) of this Agreement. Lender's remedies under this Agreement or applicable law including termination of this Agreement shall be several and cumulative and not in the alternative.
34. Any notice, demand, request or other communication to be given or made by a Party to the other shall be in writing unless otherwise stated and shall be deemed to duly given and served if sent by personal delivery, courier, speed post, registered post, email, facsimile at the address as mentioned in Schedule 1. Such notice and service shall be deemed to take effect on the third business day following the date of posting thereof in the case of courier, speed post, registered post; at the time of delivery, if given by personal delivery; upon receipt of transmission report if given by facsimile; upon sending the email if given by email. The Borrower undertakes to keep Lender informed at all the times in writing of any changes in the residential/office address, email Id, phone number, mobile number, fax.
35. As regards the Borrower, this Agreement shall be in full force and effect and shall not be terminated, in any situation except with the written consent of Lender to the effect that the entire Outstanding Dues under this Agreement have been paid in full by the Borrower.
36. In the event any changes are required to be made in any of the Loan Documents based on guidelines or directives issued by the RBI to non-banking financial companies from time to time, such changes shall be deemed to be incorporated in the Loan Documents as if the same were part of the documents since inception and thereafter such amended terms and conditions will thereupon apply to and be binding on the Borrower. Without prejudice to the aforesaid, Lender may in its sole discretion ask the Borrower to co-operate with Lender to make these changes in the Loan Documents and the Borrower shall be bound by the same.

37. Notwithstanding any suspension or termination of the Loan, all rights and remedies of the Lender as per Loan Documents shall continue to survive until the receipt by the Lender of the Outstanding Dues in full to satisfaction.
38. This Agreement, Sanction Letter, Application and other Loan Documents have been exposed to the Borrower in their respective vernacular language known to the Borrower and the Borrower has read and understood the same and thereafter Schedule(s) to this Agreement were duly filled in and understood by the Borrower and the signatures of the Borrower were taken on this Agreement.
39. The Application, Sanction Letter, Schedule hereto and any amendments thereof shall be deemed to be an integral part of this Agreement as if the provisions thereof were set out herein in extension.
40. The terms of the Sanction Letter are in addition to this Agreement. If there is any inconsistency between Sanction letter and this Agreement, then the latter shall prevail.
41. The Borrower further agrees that this Agreement may be executed physically or electronically by Parties deemed appropriate to Lender.
42. This Agreement may be executed in any number of counterparts by either handwritten or electronic signature, each of which when executed shall constitute a original, but all the counterparts shall together constitute one agreement, and each of which counterparts may be delivered by emailing the signed scanned document or electronically signed portable document format (pdf) version of this Agreement (as applicable). The Borrower agrees to the execution of this Agreement in this manner, and the Borrower acknowledges that execution in this manner creates a binding contract between the Parties. Further, upon the request of the Borrower, this Agreement may be executed in a vernacular language; however, the English version of this Agreement shall prevail. In addition, the Obligors agree that the details required for the purposes of this Agreement, which are unavailable or note of this Agreement, shall be deemed incorporated and considered as a part of this Agreement, as and when such details and information are made available. The Borrower has read, understood, agrees and accept all the above terms and conditions of this Agreement, from Clause no. 1 to 42 on page nos. \_\_\_\_ to \_\_\_\_\_. The Agreement has been explained to the Borrower in vernacular language and the Borrower has understood the entire meaning and also the Borrower has been served a copy after execution.

**IN WITNESS WHEREOF, the Parties, have duly executed this Agreement, as of the day, month and year first aforesaid**

|  |  |  |
|--|--|--|
| SIGNED AND DELIVERED within<br>named Borrower<br>RITWIK GHOSE<br>Name: | SIGNED AND DELIVERED within named<br>Co-Borrower<br>_____<br>Name: | SIGNED AND DELIVERED by Hero<br>FinCorp Limited<br>_____<br>Name: Designation: |
|--|--|--|

For: Personal Loan Facility  
RITWIK GHOSE  
(Customer Name)  
2022-03-20 20:49:22.0  
(Acceptance Date and Time)  
171.49.197.62  
(Customer IP)  
9.986244201660156 76.27233462535392  
(Customer Lat/Long)

## CHEQUE SUBMISSION FORM

Important Instructions:



- Cheque Should be crossed as "Account Payee Only"
- The Cheque should be drawn in favour of " Hero FinCorp Limited " only
- HFCL does not take responsibility for cheques left blank or drawn in favour of any name other than "HERO FINCORP LIMITED"
- Please ensure that amount in words and figure are the same without any correction/alteration
- Installment/EMI cheques to be dated as per your Repayment Schedule

### Customer Details

Name of the Borrower : \_\_\_\_\_

Application No : \_\_\_\_\_

LAN No.: \_\_\_\_\_

### CHEQUE DETAILS

| Sr No | Cheque Numbers Ranging | Date of Cheque Ranging | No. of Cheques | A/C Type (Savings/Current) | Name of Bank & Branch | Account No. | Purpose (EMI/PEMI/SPDC) |
|-------|------------------------|------------------------|----------------|----------------------------|-----------------------|-------------|-------------------------|
|-------|------------------------|------------------------|----------------|----------------------------|-----------------------|-------------|-------------------------|

I/We declare that I/We have not given any cheques other than the ones mentioned above and all cheques are drawn in favour of "Hero FinCorp Limited",

Thanking you

Yours faithfully

Name of the Borrower \_\_\_\_\_

Signature of Borrower \_\_\_\_\_

Name of the Co-Borrower \_\_\_\_\_

Signature of Co-Borrower \_\_\_\_\_

Account Holder Name \_\_\_\_\_

Account Holder Signature \_\_\_\_\_

Place:\_\_\_\_\_

Date: \_\_\_\_\_

Received By: Sales representative's name & signature with date: \_\_\_\_\_

For: Personal Loan Facility

RITWIK GHOSE

(Customer Name)

2022-03-20 20:49:22.0

(Acceptance Date and Time)

171.49.197.62  
(Customer IP)  
9.986244201660156 76.27233462535392  
(Customer Lat/Long)

## SCHEDULE I

[This Schedule forms an integral part of the Personal Loan Agreement]

| Particulars                                |  |
|--|--|
| Date & Place of Execution                  | 2022-03-20 20:49:22.0, New Delhi   |
| Address of Lender                          | Registered Office: 34, Community Centre, Basant Lok<br>Vasant Vihar New Delhi-110057 |
| Borrower's Details                         |  |
| a) Name:                                   | RITWIK GHOSE   |
| b) Father / Husband's Name:                | MR RABIN ANANDA GHOSE  |
| c) Mother's Name:                          |  |
| d) Address:                                | 3 6 GOBRA GOROSTHAN ROAD KOLKATA Kolkata WB<br>700046                                |
| e) Occupation:                             | Salaried   |
| f) Email:                                  | ritwikkolkata@gmail.com  |
| g) Phone Number:                           | 9433526183   |
| h) PAN:                                    | BLYPG5495D   |
| 4. Co-Borrower's Details:                  |  |
| a) Name:                                   |  |
| b) Father's/Husband's Name:                |  |
| c) Mother's Name:                          |  |
| d) Address:                                |  |
| e) Occupation:                             |  |
| f) Email:                                  |  |
| g) Phone Number:                           |  |
| h) PAN:                                    |  |
| 5. Loan Details:                           |  |
| a) Loan Application Form Date & No.:       | 2022-03-20 20:49:22.0, 24176755  |
| b) Loan Account Number:                    | 24176755   |
| c) Sanction Letter Date with Reference No. | 2022-03-20 20:49:22.0, 24176755  |
| d) Sanction Loan Amount:                   | 200000   |
| e) Loan Type                               | Personal Loan  |
| f) Purpose of Loan                         | Medical Emergency  |
| g) Tenure                                  | 24   |
| h) Moratorium Period(if any)               |  |
| 6. Interest Details                        |  |
| a) Rate of Interest                        | 18 % per annum   |
| b) Interest Type                           | Fixed  |
| c) Default Interest                        |  |

|  |   |
|--|---|
| d) Lender Prime Lending Rate   |   |
| 7. Repayment Details   |   |
| a) EMI Amount  | 9985  |
| b) Mode of Repayment   | NACH Mandate or through Paytm APP   |
| c) Total No. of EMIs   | 24  |
| d) Date of Commencement of First EMI   | If loan disbursement date is <=15th then 5th of next month else 5th of next to next month   |
| e) Due date of each of the EMI   | 5th of every month  |
| 8. Other Details   |   |
| a) Processing Fees   | 7080  |
| b) Prepayment/Foreclosure  | 4.72% of POS (Foreclosure of the loan shall be allowed only on or after the first EMI due date. At the time of loan foreclosure, total due amount including EMI and foreclosure charges shall have to be paid by the customer.)                           |
| c) Default Charges   | NA  |
| d) Cheque/NACH Bounce, <b>LPP</b>  | Rs. 236, <b>3% p.m. of overdue EMI (36% p.a. of overdue EMI)</b>  |
| e) Cheque Swap Charges   | NA  |
| f) Advance EMI   | NA  |
| g) Documentation Charges   | NA  |
| h) Legal & Incidental Charges  | NA  |
| i) Insurance Premium (if applicable)   | NA  |
| j) Other Charges   | NA  |
| GST and all other applicable taxes statutory levies, if any will be charged additionally   |   |
| <b>Classification &amp; Upgradation of Special mention accounts (SMA)/ Non-Performing Asset (NPA):</b> If Principal or interest or any other amount remain overdue (wholly or partly) then borrower loan account shall reflect the asset classification (SMA/NPA) status of an account at the day-end of that calendar date. Loan accounts classified as NPAs may be upgraded as 'Standard' asset only if entire arrears of interest and principal are paid by the borrower. | <b>Basis of Classification:</b><br>SMA Sub-Categories : Principal or Interest wholly or partly overdue<br><br>SMA-0 : Upto 30 days<br>SMA-1 : More than 30 days and upto 60 days<br>SMA-2 : More than 60 days and upto 90 days<br>NPA : More than 90 days |

Signature of Borrower \_\_\_\_\_

Signature of Co-Borrower \_\_\_\_\_

For: Personal Loan Facility  
RITWIK GHOSE  
(Customer Name)  
2022-03-20 20:49:22.0  
(Acceptance Date and Time)  
171.49.197.62  
(Customer IP)  
9.986244201660156 76.27233462535392

(Customer Lat/Long)

## SCHEDULE II

### Disbursement Request Form

Date:2022-03-20 20:49:22.0

To,  
Hero FinCorp Limited  
34,Community Center,  
Basant Lok,Vasant Vihar,  
New Delhi-110057

Dear Sir,

I/We have been sanctioned a personal Loan of Rs.200000" by Hero FinCorp Limited("Lender").I/We wish to take the disbursement of my loan and request you to disburse the following amount by a Demand Draft/Cheque/Electronic transfer to the following.

| Sr.No. | Account Holder Name | Account Number    | Bank Number & Branch | IFSC Code   | Amount to be disbursed (In INR)  |
|--------|---------------------|-------------------|----------------------|-------------|--|
|        | RITWIK GHOSE        | 00000032348325369 |                      | SBIN0008439 | Rs. 191220. The final disbursement amount may change on the basis of broken period interest accrued on the disbursal date. |

I/We hereby confirm/declare that:

- (a) INR \_\_\_\_\_ of the aggregate Loan amount has already been disbursed to us.
- (b) All the representations and Warranties contained in the personal Loan Agreement are true and correct on the date hereof as if each was made with respect to the facts existing on such date;
- (c) No Event of Default or potential Event of Default has occurred or is continuing and further, no such event has happened which would result in a material adverse effect;
- (d) All the necessary certificates and documentation required by Lender is attached herewith or has already been made available to Lender.
- (e) The Proceeds of the proposed disbursement shall be used for the purposes as stated in the Personal Loan Agreement;
- (f) This disbursement shall be subject to credit limit fixed by Lender from time to time and we shall not protest the decision of Lender in this regard;
- (g) We agree and undertake to repay the disbursed amount of the loan facility as per the repayment schedule and in accordance with the Personal Loan Agreement and further agree and acknowledge that Lender shall be entitled to demand immediate repayment of the disbursed amount if any installment of interest/principal installment remain unpaid on the due date for payment thereof;
- (h) This Disbursement Request Form is irrevocable.

|             |              |           |
|-------------|--------------|-----------|
|             | Name         | Signature |
| Borrower    | RITWIK GHOSE |           |
| Co-Borrower |              |           |

### ACKNOWLEDGEMENT

I/We, \_\_\_\_\_ S/o / D/o / W/o \_\_\_\_\_ R/o \_\_\_\_\_ have received the copy of all the Loan Documents including Sanction Letter Personal Loan Agreement dated \_\_\_\_\_ along with its Schedules attached there to. I/We also hereby confirm that the contents of the copy of Loan Documents have been explained to me in the language understandable by me/us. I/We have understood the meaning of all the provisions/contents of the Loan Documents and have voluntarily executed the said Loan Documents upon understanding the content therein.

Signature of Borrower \_\_\_\_\_

Signature of Co-Borrower \_\_\_\_\_

For: Personal Loan Facility  
RITWIK GHOSE  
(Customer Name)  
2022-03-20 20:49:22.0  
(Acceptance Date and Time)  
171.49.197.62  
(Customer IP)  
9.986244201660156 76.27233462535392  
(Customer Lat/Long)

### SANCTION LETTER

Ref No. 24176755

Date: 2022-03-20 20:49:22.0

To, Borrower's Name: RITWIK GHOSE

Address: 3 6 GOBRA GOROSTHAN ROAD KOLKATA Kolkata WB 700046

Email Id: ritwikkolkata@gmail.com

Subject: Your Loan Application Form dated 2022-03-20 20:49:22.0 ("Application")

Dear Sir/ Madam,

Hero FinCorp Limited ("HFCL") is pleased to inform you that basis the Application submitted by you, HFCL approved your Personal Loan as per below mentioned terms and conditions:

| Sr No | Particulars             | Description   |
|-------|-------------------------|---------------|
| 1     | Nature of Loan          | Personal Loan |
| 2     | Name of the Borrower    | RITWIK GHOSE  |
| 3     | Name of the co-borrower |               |
| 4     | Name of the Guarantor   |               |
| 5     | Sanctioned Loan Amount  | 200000        |

|           |  |   |
|-----------|--|---|
| 6         | Purpose of Loan                                  | Medical Emergency   |
| 7         | Term   | 24  |
| <b>8</b>  | <b>Rate of Interest</b>                          |   |
|           | Interest Rate                                    | 18  |
|           | Interest Type                                    | Fixed   |
|           | Default Interest                                 |   |
| <b>9</b>  | <b>Repayment schedule</b>                        |   |
|           | Repayment mode                                   | NACH Mandate or through Paytm APP   |
|           | EMI Amount                                       | 9985  |
|           | Total number of EMIs                             | 24  |
|           | Date of commencement of first EMI                | If loan disbursement date is <=15th then 5th of next month else 5th of next to next month   |
|           | Due Date of each EMI                             | 5th of every month  |
|           | Repayment Account Number and Bank Name           | 00000032348325369, State Bank Of India  |
| <b>10</b> | <b>Charges</b>                                   |   |
|           | PF   |   |
|           | LI   | NA  |
|           | GI   | NA  |
|           | Stamp Duty                                       | Rs. 200   |
|           | Pre-EMI + Broken Period Interest + Other Charges | Broken period Pre EMI interest will be calculated on the disbursement date on the basis of the actual number of days for which the interest is due (30/360)   |
|           | Cheque Swap charges                              | NA  |
|           | Loan Cancellation charges                        | 0   |
|           | Retrieval of Loan Documents                      | NA  |
|           | Legal and Incidental charges                     | NA  |
|           | Cheque/NACH Bounce, LPP                          | Rs. 236, <b>3% p.m. of overdue EMI (36% p.a. of overdue EMI)</b>  |
|           | Prepayment / Foreclosure charges                 | 4.72% Of POS (Foreclosure of the loan shall be allowed only on or after the first EMI due date. At the time of loan foreclosure, total due amount including EMI and foreclosure charges shall have to be paid by the customer.) |
|           | Transaction charges                              | NA  |
| 11        | Other Conditions if any                          | NA  |
| 12        | Validity of Sanction letter                      | 30(thirty) days from the date of Sanction Letter  |

## GENERAL TERMS AND CONDITIONS

- The sanction of the above mentioned Personal Loan and all the terms and conditions mentioned in the Sanction Letter are subject to the execution of a Personal Loan Agreement and other documents in writing ("Loan Documents") as HFCL may specify in the prescribed formats. This Sanction Letter forms an integral part of the Personal Loan Agreement. This Sanction Letter intends to summarize certain basic terms of the Loan and the Loan Documents and does not reflect an agreement between HFCL and the Borrower in relation to

the Loan.

2. The Loan Documents shall contain additional terms and conditions which have not been set out in the Sanction Letter and the Loan Documents shall be read together with the terms and conditions specified in the Sanction Letter.
3. All the Charges including processing fees, legal, incidental expenses, inspection, legal search, insurance expenses, stamp duty, Taxes and out of pocket expenses in connection with the proposed Loan shall be borne by the Borrower.
4. Notwithstanding anything contained in this Sanction Letter or otherwise, the sanction of the Loan mentioned in the overleaf is at the sole discretion of HFCL and the terms and conditions in relation to the Loan are subject to modification and / or cancellation and / or repayment to HFCL, at the sole discretion of HFCL, on demand without assigning any reasons for the same.
5. The Sanction of the Loan is subject to the Borrower having provided all such information and documents as may be required by HFCL as set may be required by HFCL from time to time or as may be required under the Loan Documents.
6. HFCL, at its sole discretion, shall be entitled to revoke this sanction upon occurrence of any of the following events:
  - a. There is any material change in the purpose(s) for which the Loan has been sanctioned.
  - b. In the sole judgment of HFCL, any material facts have been concealed and / or become subsequently known.
  - c. Any statement, declaration, undertaking or disclosure made by, or on behalf of, the Borrower in the application or otherwise is incorrect, inaccurate, incomplete or misleading.
  - d. There is a default or a breach of the terms and conditions of this Sanction Letter, the Loan Documents or any other loan offered by HFCL or its group company to the Borrower/Co-Borrower.
  - e. If there is any bankruptcy or insolvency proceeding against the Borrower.
  - f. Relevant documents are not executed by the Borrower as per HFCL's policy and format.
7. HFCL reserves the right, at its sole discretion and without assigning any reason and with such notice as HFCL may deem reasonable to the borrower, to modify, vary, delete or add to the terms and conditions, or to terminate the said Loan and Loan Documents, at any time, and to recall the entire Outstanding Dues under the Loan. All amounts due in respect of the said Loan shall become payable forthwith on such demand.
8. HFCL adopts interest rate/ pricing methodology based on various risks associated with the type of Loan, cost of funds, tenor of the loan, type & value of Security, Loan amount etc. Further, HFCL periodically reviews the rate of interest and product features offered by it with those offered by its competitors. For a Borrower, an additional risk premium may be included in the pricing based on the credit risk associated with the Borrower, which is a function of the Borrower's credit history, credit information, internal rating along with other factors like the Borrower's source of income, professional experience etc. Accordingly, the applicable rate of interest may be different for different categories of borrowers and may differ from one loan to other loan.
9. PEML amount, if applicable shall be at the rate at which the EMI has been calculated, may be charged, at the sole discretion of HFCL, from the date of loan booking/disbursement till the date of commencement of first EMI.
10. The Borrower shall obtain and keep valid all approvals required in connection with the Loan.
11. The Borrower hereby accepts that, there may be a time lag between disbursement of the Loan and the payment being received by them. The Borrower further agrees & undertake that they will pay the interest and charges as set out in the Loan Documents on the disbursed Loan Amount for such period & the Borrower shall not claim for any type of refund.
12. The Processing Fees is a non refundable fee and is collected by HFCL for the purpose of appraising the Loan Application form for the Loan and the same is independent of the outcome/result of such appraisal.
13. The Borrower shall immediately intimate HFCL in the event of any change in the repayment capacity of the Borrower, loss / change of job / profession, etc. and also any change in any information stated in the application or under any Loan Documents.

14. No amount under the Loan shall be disbursed until and unless the Borrower has executed the required agreements, documents and writings and performed such other acts and deeds as HFCL may require.
15. The Loan sanctioned to the Borrower shall be subject to HFCL's rules as well as the directives issued by Reserve Bank of India, from time to time.
16. HFCL may at its sole discretion disclose information regarding the Loan, Loan Documents or the Borrower or Guarantors etc. to any Person including government authority, RBI, CIBIL or any third party etc.
17. HFCL may in its sole discretion on such terms as to pre-payment charges, etc. as it may prescribe, permit prepayment / acceleration in the payment of EMIs at the request of Borrower, provided that HFCL may, permitting such prepayment, also specify from time to time, the minimum amount of prepayment / amount payable on account of acceleration of EMI. In the event HFCL permits any prepayment / acceleration, the repayment schedule for the Loan shall be amended / altered by HFCL for giving effect to such prepayment / acceleration, and such amended / altered repayment schedules shall be binding upon the borrower. In case any amount is prepaid by the Borrower, the same shall be adjusted first towards, incidental charges, additional interest, PEMI Interest, outstanding EMIs, EMI of the current month and balance towards principal dues.
18. TDS Deduction – Gross Interest would be paid on the Loan to HFCL. Borrower shall provide a TDS certificate on a quarterly basis to HFCL and only upon receipt of such TDS certificate shall HFCL be required to refund any TDS amounts to the Borrower within 10 (ten) Business Days. In the event the Borrower is paying the amount, an undertaking, to the effect that the Borrower will provide TDS certificates to HFCL on a quarterly basis, shall be provided by the Borrower. However, in event a TDS certificate not been provided within agreed time frame of 3 (three) months, HFCL reserves the right to debit the amount to Borrower's Loan account and same shall stand as outstanding and recoverable along with Default Interest (where applicable).
19. Notwithstanding the issuance of this Sanction Letter and the acceptance thereof, HFCL may decide to not disburse the Loan, repudiate and rescind this Sanction Letter unilaterally without assigning any reasons.
20. This Sanction Letter is confidential and the property of HFCL and neither this document nor the contents hereof shall be communicated to or used without the HFCL's prior written consent.
21. This sanction is available to the Borrower for the period specified in the letter (which period shall not exceed 30 (thirty) days from the date of the Sanction Letter) provided the Borrower deposits with HFCL the processing fees mentioned overleaf along with a copy on this Sanction Letter accepted and delivered by the Borrower to HFCL.
22. This Sanction Letter shall be governed by the laws of India and the Borrower and the Lender shall be subject to the exclusive jurisdiction of New Delhi. Notwithstanding the aforesaid, the Borrower acknowledges and agrees that HFCL may, however, in its absolute discretion commence any legal action or proceedings arising out of this Sanction Letter and Loan Agreement against the Borrower in a court, tribunal or any other appropriate forum situated in any part of India.

If the terms of this Sanction Letter are acceptable to you, you may sign the duplicate copy of this Sanction Letter as a token of your acceptance and return it to the above-mentioned address.

Thanking you,

For Hero FinCorp Limited

Authorized Signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Employee Code: \_\_\_\_\_

|  |
|--|
| <b>Read, understood, agreed and accepted by the Borrower &amp; Co-Borrower</b> |
|--|



I/We confirm that I/we understand and accept the terms and conditions of the Sanction Letter, as laid out in English/ have been explained to me in a vernacular language of my/our understanding and I/we accept the Loan on the terms set above. I/We authorize HFCL to collect information about me/us as may be required for evaluating the proposed financing Loan, including without limitation, gathering information from credit bureaus like CIBIL. I/We also authorize HFCL to share my information, and my personal data at any point of time, with credit bureaus, statutory agency or any third party as HFCL may deem fit.

(Signature of the Borrower)\_\_\_\_\_

(Signature of the Co-Borrower)\_\_\_\_\_

For: Personal Loan Facility

RITWIK GHOSE

(Customer Name)

2022-03-20 20:49:22.0

(Acceptance Date and Time)

171.49.197.62

(Customer IP)

9.986244201660156 76.27233462535392

(Customer Lat/Long)

### **BORROWER'S DECLARATION UNDER ESG FRAMEWORK**

Date: 2022-03-20 20:49:22.0

To,  
Hero FinCorp Limited  
34, Community Centre,  
Basant Lok, Vasant Vihar,  
New Delhi-110057

**Name of the Borrower:** RITWIK GHOSE

**Purpose for which loan is taken:** Medical Emergency

Dear Sir,

RITWIK GHOSE has applied / received a loan of Rs. 200000 from Hero FinCorp Limited (hereinafter referred to as "Lender") on 2022-03-20 20:49:22.0

I/We declare that utilization of the loan received from the lender, for the said purpose, Medical Emergency will be in compliance with the applicable State and National level Environmental, Social and Governance (ESG) Regulations.

I/ we will also ensure compliance with any amendments in the existing ESG regulations during the

lending period.

Name of the Borrower: RITWIK GHOSE

Signature:\_\_\_\_\_

Name of the authorized Signatory:\_\_\_\_\_

\*Please read the contents of the Declaration carefully before signing

For: Personal Loan Facility

RITWIK GHOSE

(Customer Name)

2022-03-20 20:49:22.0

(Acceptance Date and Time)

171.49.197.62

(Customer IP)

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(Customer Lat/Long)