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## Short Version of Loan Agreement

You agree to enter into a loan agreement as per the details mentioned below:

**1. Lender: Moneywise Financial Services Private Limited**

**2. Transaction Facilitator:** Camden Town Technologies Pvt.Ltd. ("**ZestMoney**") through ZestMoney's technology platform <https://zestmoney.in/>

**3. Details of the Loan**

Amount credited	INR 475,000.00	Will be paid to UpGrad_21_sub
Interest charged	INR 67,774.00	@ 14.00% per year declining
Payable Amount	INR 551,181.50	for 21 months (EMI tenure)

**4. Details of Repayment**

EMI Start Date: 05-02-2021 or 30 days from delivery confirmation of your order.

EMI End Date: 05-10-2022 or the date you repay the total loan amount, whichever is earlier.

**5. Important Repayment Terms**

- Lender will collect the EMI from you or your bank account once every month.
- You can make an early repayment of the total loan amount payable at anytime.
- In case you fail to pay any of your EMIs, Lender will charge additional fees, and as required: (i) report your details to credit bureaus; and (ii) may also take such legal action as may be necessary to recover the loan amount.

## Complete Version of Loan Agreement

This Loan Agreement ("**Agreement**") is executed into between:

: Moneywise Financial Services Private Limited, having its offices at **Address: 11/6 B, Shanti Chamber, PUSA Road, New Delhi - 110005** (the "We", "Our", "Us" or "**Lender**"); and

**Himani Attri** as ("**You**", "**Your**", or the "**Borrower**").

This Agreement is entered into so that You can avail a loan from Us, which loan is facilitated through the technology platform <https://zestmoney.in/>. ("**Platform**") owned by Camden Town Technologies Pvt. Ltd. ("**ZestMoney**") and is effective as of the 16-12-2020 and shall be valid and remain in force till such time that the Total Amount (as defined hereinafter), is repaid by You ("**Term**") to Us.

### 1. Loan Amount

1.1. **Loan Amount:** The amount of loan will be INR 475,000.00 ("**Loan**"). The amounts disbursed by Lenders under the Loan will be paid to UpGrad\_21\_sub ("**Merchant**"), on the day You enter into this Agreement with Us.

1.2. **Down-payment:** Prior to execution of this Agreement, you will make a down-payment of INR 0.00 ("**Down-payment**") which shall be paid through the Platform. You hereby confirm that a failure or delay by You to make the Down-payment (unless waived by Lenders in writing) is a breach of the terms of this Agreement and the Loan will not be made available to You until the Down-payment has been received by Us.

1.3. **Interest:** The rate of interest applicable is 14.00% per year.

#### 1.4. Technology Usage Charge:

Technology Usage Charge of INR 8,407.50 will be charged to You and will be payable to ZestMoney along with the amounts due under this Agreement. The Borrower understands ZestMoney is facilitating a loan from the lender through the ZestMoney platform and agrees to pay ZestMoney a Technology Usage Charge along with applicable government taxes, which may be deducted from the disbursement. This Technology usage charge might be non-refundable if the loan is cancelled by the borrower.

1.5. **Upfront Payment:** Total upfront payment payable (i.e. Down payment and processing fee) by You is INR 0.00

1.6. **Total Amount:** The total amount repayable by You to Lenders is INR 542,774.00 ("**Total Amount**").

1.7. **Late Payment fee:** Late Payment fee will be payable by in case of delay of installment point beyond 3 working days from due date to ZestMoney.

### 2. REPAYMENT SCHEDULE:

2.1. You will make repayment of the Total Amount in the following manner:

Due Date	Principal Due	Interest Due	Total Due	Balance
05-02-2021	16583.00	9051.00	25634.00	458417.00
05-03-2021	20286.00	5348.00	25634.00	438131.00
05-04-2021	20522.00	5112.00	25634.00	417609.00
05-05-2021	20762.00	4872.00	25634.00	396847.00

05-06-2021	21004.00	4630.00	25634.00	375843.00
05-07-2021	21249.00	4385.00	25634.00	354594.00
05-08-2021	21497.00	4137.00	25634.00	333097.00
06-09-2021	21618.00	4016.00	25634.00	311479.00
05-10-2021	22121.00	3513.00	25634.00	289358.00
05-11-2021	22258.00	3376.00	25634.00	267100.00
06-12-2021	22414.00	3220.00	25634.00	244686.00
05-01-2022	22874.00	2760.00	25634.00	221812.00
05-02-2022	23046.00	2588.00	25634.00	198766.00
05-03-2022	23315.00	2319.00	25634.00	175451.00
05-04-2022	23587.00	2047.00	25634.00	151864.00
05-05-2022	23862.00	1772.00	25634.00	128002.00
06-06-2022	24091.00	1543.00	25634.00	103911.00
05-07-2022	24462.00	1172.00	25634.00	79449.00
05-08-2022	24707.00	927.00	25634.00	54742.00
05-09-2022	24995.00	639.00	25634.00	29747.00
05-10-2022	29747.00	347.00	30094.00	0.00

2.2. Each of the repayment installments dates as set out in repayment schedule above shall be individually referred to as "**Promise Date**" and collectively as "**Promise Dates**".

2.3. We will collect payment from You on each Promise Date by debiting Your bank account which You have registered with Us ("**Bank Account**") through the Platform by obtaining from You any one or more of the following, as may be requested by Us

2.3.1. National Automated Clearing House (NACH) mandate in a form and manner acceptable to Us; or

2.3.2. Other payment modes like netbanking, debit card via payment gateway.

2.4. You hereby agree, acknowledge and confirm that We, or any person acting on Our behalf, are entitled to and are authorized to debit your Bank Account on each Promise Date for the amount due and payable by You on such Promise Date, without any further consent, approval or action from You.

2.5. If the relevant Installment Amount is not available for collection by Us in full on each Promise Date, We will charge a missed payment fee of INR 250 (Rupees Two Hundred and Fifty) and a variable fee calculated as - INR [(Overdue Principal + Overdue Interest) \* # of Late Days \* Penalty

Rate], for each date that the payment of the Installment Amount is missed. We may try to debit Your Bank Account at a later stage and on more than one occasion for all or any part of the Total Amount due. You may provide Us with details of a second bank account, through the Platform along with the required authorizations. If We are unable to collect payment from the Bank Account, We may seek payment from the second bank account and on multiple occasions, for all or part of the Total Amount due, until full repayment is made.

2.6. You have the right to receive repayment schedule/ Loan statement, on request, and free of charge, at any time throughout the Term, indicating the required details.

2.7. If You do not repay the Total Amount in full and on time, You are in 'default'. We reserve the right to charge interest on the outstanding balance. The rate of interest will be the same as shown above. Interest after default is calculated daily and applied to the Total Amount every 30 (thirty) days (or when the outstanding balance is repaid in full if earlier). The rate of interest may be charged before, as well as after, any court judgment. We shall charge You all the costs and expenses (including, but not limited to, enquiry agents, debt collection agents, stamp duty, registration costs and legal costs) reasonably incurred by Us in connection with preserving or enforcing Our rights under this Agreement.

2.8. Any sums due will be deducted directly from Your Bank Account or any other bank account, details of which You have provided to Us in accordance with Clause 2.5 above.

2.9. Missing payments could have severe consequences, including legal proceedings. We report missed payments to credit bureaus, so failure to pay could make obtaining credit in the future more difficult.

2.10. You have a right to make early repayment in full or in part and You can exercise this right by giving a written notice to Us at [help@zestmoney.in](mailto:help@zestmoney.in). In the event you wish to make early repayment, please intimate Us/ZestMoney at least 15 days prior to the due date to avoid the payment of interest for the month in which you wish to make an early repayment.

### 3. Terms & Conditions

3.1. **Loan Conditions:** The conditions of loan ("**Loan Conditions**") are applicable to and form an integral part of this Agreement. The Agreement shall include the Loan Conditions by reference (as may be amended from time to time) and where applicable, any other term applicable documentation entered in relation to the Loan. This Agreement read along with the Loan Conditions supersedes any and all earlier letters, agreements, term sheets and other documents between You and Us in relation to the matters set out herein, except where specifically stated.

3.2. **Loan Approval:** If and when the Lenders provisionally approve Your loan application, actual payment of the Loan amount is subject to:

3.2.1. Us ensuring that the information You gave was not inaccurate or deficient in any respect; if We discover that it was, then the Agreement will be void;

3.2.2. the availability of the Loan is subject to Our internal credit approval (and subsequent credit reviews at any time), the limits set out in the Agreement, availability of funds, compliance with the applicable laws and the satisfaction of any conditions precedent; and

3.2.3. the submission of such documents We may require, including 'Know Your Customer' ("**KYC Check**") documents;

3.3. **No Withholding:** All payments by You under this Agreement, whether of principal, interest, fees or costs shall be made in full, without set-off or counterclaim and free and clear of any deduction or withholding on account of tax or otherwise. If You are required by law to make a deduction or withholding from any payment under the Agreement, the total sum due from You will be increased to ensure that, after the making of any deduction or withholding, We receive a net sum equal to the sum which We would have received had no such deduction or withholding been required.

3.4. **Ending the Agreement:** You agree that We will demand repayment of the Total Amount owed by You under the Agreement if You: (i) delay in the repayment of any of the amounts owed

to Us on any Promise Date; or (ii) have provided Us with any information in connection with the Loan (including during KYC Check), which when made, repeated or provided is incorrect in any material respect, and would have affected Our decision to lend money to You; or (iii) are in breach of the terms of the Agreement including the Loan Conditions; or (iv) become bankrupt/insolvent or make a voluntary arrangement with people You owe money to. In the event of Your death, We will recover any outstanding amounts owned by You to Us from Your legal heirs and successors.

### **3.5. Our Relationship with You**

3.5.1. You confirm and represent that at the date of applying for and accepting this Loan:

3.5.1.1. You are not bankrupt/insolvent or considering filing for bankruptcy/insolvency;

3.5.1.2. You have not been included in any list of willful defaulters by any regulatory or statutory authority or bank or financial institution in accordance with the parameters specified by the Reserve Bank of India from time to time;

3.5.1.3. You are not entitled to, or will claim immunity from suit, execution, attachment or other legal process in any proceedings arising from the Agreement;

3.5.1.4. You are not under notice of termination of employment, redundancy or any other notice which could affect Your employment or financial status;

3.5.1.5. You are not in receipt of any benefits instead of Your usual wages, salary or other income declared to Us in Your application; and

3.5.1.6. the information provided by You in connection with the Loan including the information provided during KYC Check are true and valid.

3.5.2. If You miss a repayment of an Installment Amount, or find yourself in financial difficulties and You believe You cannot afford to repay the amount due under this Agreement, You will contact Us as soon as possible by email to [help@zestmoney.in](mailto:help@zestmoney.in) so that We can discuss a repayment plan and/or other appropriate steps (which may include passing Your account to a collections agency).

3.5.3. You shall tell Us or a collections agency, as the case may be, when Your circumstances change in a way that may adversely impact Your ability to repay the Total Amount due under this Agreement.

3.5.4. If Your relationship with Us or the collections agency has broken down, this will be included in information We supply to credit bureaus. You should be aware that this may have serious consequences on Your ability to get credit in the future.

3.5.5. If We find that You are, or are likely to be, unable to pay the amounts due under this Agreement on the relevant due date or to perform or comply with the terms here under or if it is so required in Our reasonable opinion, We shall be entitled to restructure the terms of the Loan provided here under (including without limitation by changing the commercial terms of the Loan), refinance the Loan and/or take such other steps as may be required in Our opinion, by providing You with a prior notice of 10 (ten) days in writing.

**3.6. Illegality:** If it is or becomes unlawful for Us to give effect to Our obligations under the Agreement, We may notify You to that effect and the outstanding amount of the Total Amount shall be deemed to be repayable on demand.

**3.7. Alteration:** We may alter any of the Loan Conditions, or any term of the Agreement by giving You notice through the Platform.

**3.8. Indemnity:** You hereby agree to indemnify Us for any cost, expense, loss or liability suffered or incurred by Us as a result of any (a) breach of Your obligations under the Agreement; or (b) any default committed by You in payment of any amount when due in respect of the Loan.

### **3.9. Use of Personal Information**

3.9.1. You agree and acknowledge that We and ZestMoney are the data controller and may use data that identifies You and/or provided by You to Us or ZestMoney ("**Your Personal Data**") for: statistical analysis; to develop and improve Our products/services; to update Our or

ZestMoney's records; to identify which of Our, or others' products/services might interest You; to assess lending and insurance risks; to arrange, underwrite and administer insurance and handle claims; to identify, prevent, detect or tackle fraud, money laundering and other crime; to carry out regulatory checks; keeping You informed about Your Loan, for market research; and in the products and services which We offer to third parties.

3.9.2. You hereby specifically grant Your consent to Us and ZestMoney to collect Your Personal Data for the purposes set out in this Agreement.

3.9.3. We will keep Your Personal Data confidential and only use it or give it to others for the purposes explained above and as set out in Our privacy policy located at **CS Address: 11/6 B, Shanti Chamber, PUSA Road, New Delhi - 110005** and ZestMoney's privacy policy located at [www.zestmoney.in/privacy](http://www.zestmoney.in/privacy). You consent to Our and ZestMoney's privacy policy. Feel free to refer the aforesaid links for reading the said privacy policies.

### **3.10. Grievance Redresdal Mechanism**

The Company will implement a suitable mechanism for receiving and addressing complaints from their customers with specific emphasis on resolving such complaints expeditiously and in a fair manner. The mechanism will be as under:

a) Channels to register a complaint: Any customer having a grievance/ complaint/ feedback with respect to the product and services offered by the Company may write to the Company through any of the following channels:

i) Call at 011-30111000

ii) Email-nbfccare@smcfinance.com

iii) Letter at the address- Moneywise Financial Services Private Limited, 11/6B, 2nd Floor, Pusa Road, New Delhi

b) How a query/ complaint should be made: The aggrieved borrower is requested to provide necessary loan details i.e. Loan Account Number, Details of Feedback/ Suggestion/ Complaint and valid Contact Information including phone no. & e-mail ID while providing their feedback or lodging complaint with the SMC moneywise

**3.11. Monitoring and Compliance:** Our internal procedures ensure that We comply with all the applicable laws and regulations in India. You hereby agree to do all such acts, execute all such documents and provide all such information as may be required by Us to ensure compliance with Our internal procedures and applicable laws and regulations.

**3.12. Assignment of Agreement:** You are not entitled to assign or transfer any of the rights under the Agreement to someone else. We reserve the right to assign, sell or transfer or securitize the Loan to such third parties as we may identify and You hereby accord your express consent to the same.

**3.13. Severability:** If at any time any part of the Agreement or the Loan Conditions is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, neither the validity, legality and enforceability of the remaining provisions contained herein nor the validity, legality or enforceability of such provision under the law of any other jurisdiction shall in any way be affected and/or impaired.

**3.14. No Waiver:** No delay or omission on Our part in exercising any of Our rights, powers or privileges under the Agreement or these Loan Conditions shall be construed as a waiver thereof or acquiescence therewith. Any exercise of any part of any right, power or privilege shall not preclude subsequent enforcement of any such right, power or privilege which has, or has not been fully exercised. No waiver of any breach by You shall prejudice Our rights in respect of any other or subsequent breach.

**3.15. Independent Advice:** You acknowledge that You have carefully read and understood these Loan Conditions and the Agreement before executing the Agreement. You agree that You shall be deemed to have read, understood and accepted these Loan Conditions and the terms of this Agreement upon You signing the Agreement. You acknowledge that You have taken independent

advice on the terms of the Agreement and the Loan Conditions so as to fully understand the consequences and implications of the terms of the Agreement and the Loan Conditions.

**3.16. Notices:** You agree that any notices given to You in relation to the Agreement and the terms contained herein will be delivered by being posted on Your online account on the Platform ("**Your Online Account**"). In such cases, You will also receive by email to Your email address (supplied by You during Your application on the Platform) a prompt to refer to Your Online Account.

**3.17. General:**

3.17.1. ZestMoney does not facilitate loans against purchases of gold and for purchase of securities.

3.17.2. The Loan Conditions and the Agreement and any dealings with You are governed by and construed in accordance with Indian law, and We and You submit to the non-exclusive jurisdiction of the courts in Mumbai.

3.17.3. The provisions of the Agreement and the Loan Conditions shall remain binding on You notwithstanding any amalgamation that may be effected by Us with any other company or companies and notwithstanding any reconstruction by Us involving/by the formation of and transfer of, all or any of Our assets to a new company and notwithstanding the sale of all or any part of Our undertaking and assets to another company to the intent that the undertakings and agreement herein contained shall remain valid and effectual in all respects, and the benefit hereof and all rights hereby conferred upon Us may be assigned to and enforced by any such company or companies as if such company or companies had been named herein instead of Us.

3.17.4. If any part of the Loan Conditions or the Agreement that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of the Loan Conditions or the Agreement, as the case may be.

3.17.5. Any waiver by Us of a breach of any provision of these Loan Conditions and/or the Agreement shall not be considered to be a waiver of any subsequent breach of the same, or any other, provision.

3.17.6. The records kept by Us shall be conclusive of the facts and matters they purport to record except where there is an obvious mistake.

3.17.7. All communications with You will be in English.

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Name of Borrower: Himani Attri

Signature of Borrower

By clicking "I accept" You electronically sign this Agreement and agree to be legally bound by its terms. Your acceptance of this Agreement shall constitute Your agreement to irrevocably accept and to be unconditionally bound by all the terms and conditions set out in the Agreement, and Your acknowledgement and confirmation that this Agreement (along with the Loan Conditions) have been duly read and fully understood by You.

Date: 14-12-2020 18:48:53

IP: 103.119.165.209

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Write to us at [help@zestmoney.in](mailto:help@zestmoney.in)

[www.zestmoney.in](http://www.zestmoney.in)



## SANCTION LETTER

**Date:** 14-12-2020

**Himani Attri**

**A-50 SVK Charitable eye hospital, Bhagat Singh colony, Tigaon road, Ballabhgarh, Faridabad, 121004**

Dear Sir / Madam,

Please refer to your loan application **#08ECBA6W0CB4** for a loan facility from Moneywise Financial Services Private Limited made through Camden Town Technologies Pvt. Ltd. ("**ZestMoney**") through ZestMoney's technology platform <https://zestmoney.in/>.

Thank you for selecting Moneywise Financial Services Private Limited for your loan requirement. The Bank is pleased to communicate sanction of the loan, subject to terms and conditions (and changes therein as per Reserve Bank of India (RBI) directives / the Bank's policies from time to time) mentioned herein below and set out in Annexure hereto which is deemed to be a part of this sanction letter. This loan is also subject to the conditions that are contained in the documents, which you shall execute between and in favour of the Bank.

We are happy to provide the credit facility on the following broad Terms & Conditions.

1	Sanction Amount	INR. 475,000.00 to be disbursed by payment to UpGrad_21_sub
2	Rate of Interest % p.a. (Annualized)	The rate of interest applicable is 14.00% per year declining
3	Tenor (Months)	21
4	Availability Period	This loan may be availed by you within 30 days from the date of accepting the standard loan terms of the Bank.
5	Down Payment	INR. 0.00, this amount will be paid to UpGrad_21_sub and does not form a part of the Sanction Amount.
6	Late Payment Fee	<b>Rs. 250/- for each Repayment Date on which the Installment Amount is not paid in full</b>
7	Repayment Details	The principal and interest shall be repaid by paying 25,634.00/month for 21 months.
8	Repayment Start Date	05-02-2021

**Moneywise Financial Services Private Limited**

Regd. Off: 11/6B, 2nd Floor, Shanti Chamber, Pusha Road, New Delhi - 110005 | +91-11-30111000  
CIN: U51909DL1996PTC353582 | E-mail: nbfccare@smcfinance.com

9	other Conditions	(i) You can make an pre-payment of the amounts due under this loan, in part or in full, at any time. (ii) ZestMoney may collect amounts payable by you on our behalf using the e-NACH /NACH ( National Automated Clearing House) mandate or similar payment mandates provided by you. In addition, ZestMoney may also charge a fee for facilitating this transaction. (iii) Non-payment of amounts due on the relevant due dates may have adverse consequences including: (i) having your details reported to the credit bureaus; and (ii) suitable legal action as may be necessary to recover the outstanding amounts.
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This sanction letter is issued on your request without any legal prejudice subject to positive / satisfactory report as per our credit department.

This offer is valid up to 30 working days from the date of issue and you are requested to complete the documentation and other formalities as per our requirements to avail the credit facility.

This Sanction Letter may not be construed as a binding commitment on us to disburse the abovementioned credit facility, unless you have accepted the standard loan terms in a form and manner acceptable to us and the conditions for disbursal set out therein are fulfilled to our satisfaction.

We look forward to a long and mutually beneficial relationship.

**Moneywise Financial Services Private Limited**

This is a system generated document, hence no signature required

Time Stamp: 14-12-2020 18:41:47