
CUSTOMER LOAN APPLICATION FORM

You can avail a loan from the Lender by submitting this Application Form, which shall be facilitated by the technology platform <https://zestmoney.in/>. ("Platform" / "Online Facility") owned by Camden Town Technologies Private Limited ("ZestMoney").

Application Form No / Zestmoney Transaction Id:	87R95TA11P68
Lender	Kisetsu Saison Finance (India) Private Limited
Transaction Facilitator / Online Facilitator:	Camden Town Technologies Pvt. Ltd. (" ZestMoney ") through ZestMoney's technology platform https://zestmoney.in/
Name	Pooja Lingayat
Date of Birth	16-04-1991
Gender	Female
Marital Status	Married
Occupation Type	Salaried
PAN	AMNPL7504M
Proof of Identity	Aadhaar
Address Type	PERMANENT
Mobile No	919823434776
Email Id	upasanalingayat1997@gmail.com

MOST IMPORTANT TERMS AND CONDITIONS

I understand the most important terms and conditions ("MITC") of the loan to be provide to me, if approved by Kisetsu Saison Finance (India) Private Limited as per the internal policies, and facilitated through the Online Facilitator, shall be as specified below ("Loan"):

PARTICULARS	DETAILS
Purpose	Consumer Loan

Sanctioned Amount	INR 79,000.00 (Rupees Seventy Nine Thousand only)					
Loan Amount	INR 79,000.00 (Rupees Seventy Nine Thousand only)					
Availability Period:	This loan may be availed by you within 30 (thirty) days from the date of accepting the standard loan terms of the Bank.					
Tenure / Term:	18 months					
Rate of Interest	18.00% declining per year					
Technology Fee:	2,330.50					
Repayment Start Date/ Promise Date	05-10-2021					
Repayment Schedule	Due Date	Principal Due	Interest Due	Fees Due	Total Due	Balance
	05-10-2021	3145.00	1896.00	0.0	5041.00	75855.00
	05-11-2021	3903.00	1138.00	0.0	5041.00	71952.00
	06-12-2021	3926.00	1115.00	0.0	5041.00	68026.00
	05-01-2022	4055.00	986.00	0.0	5041.00	63971.00
	05-02-2022	4081.00	960.00	0.0	5041.00	59890.00
	05-03-2022	4143.00	898.00	0.0	5041.00	55747.00
	05-04-2022	4205.00	836.00	0.0	5041.00	51542.00
	05-05-2022	4268.00	773.00	0.0	5041.00	47274.00
	06-06-2022	4308.00	733.00	0.0	5041.00	42966.00
	05-07-2022	4418.00	623.00	0.0	5041.00	38548.00
	05-08-2022	4463.00	578.00	0.0	5041.00	34085.00
	05-09-2022	4530.00	511.00	0.0	5041.00	29555.00
	05-10-2022	4598.00	443.00	0.0	5041.00	24957.00
	05-11-2022	4667.00	374.00	0.0	5041.00	20290.00
	05-12-2022	4737.00	304.00	0.0	5041.00	15553.00

	05-01-2023	4808.00	233.00	0.0	5041.00	10745.00
	06-02-2023	4874.00	167.00	0.0	5041.00	5871.00
	06-03-2023	5871.00	88.00	0.0	5959.00	0.00
Fees and Charges	0.00					
Processing Fees	0.00					
Service Charges	0.00					
Full Prepayment Charges	0.00					
Part Prepayment Charges:	0.00					
Late Payment Fees	Rs. 250/- for each Repayment Date on which the Installment Amount is not paid in full					
Default Charges/Fee	0.00					
Cheque bounce	0.00					
Cheque swap	0.00					
Document retrieval						
NACH Dishonor Charges	0.00					
Mode of Payment:	E_NACH					
Other Conditions:	<p>(i) You can make an early repayment of the amounts due under this loan, in part or in full, at any time.</p> <p>(ii) ZestMoney may collect amounts payable by you on our behalf using the National Automated Clearing House mandate or similar payment mandates provided by you. In addition, ZestMoney may also charge a fee for facilitating this transaction.</p> <p>(iii) Non-payment of amounts due on the relevant due dates will 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; and (iii) any other actions as specified herein or in the Standard Terms and Conditions.</p>					
Banking Details for disbursal of Loan:	As specified above.					

DOCUMENTS

I agree to submit the following documents for availing of Loan:

S.No.	Documents from the Applicant and the Co-Applicant (if any)	Status
1	PAN Card or Form 60	Verified
2	Offline Aadhar Verification / Driving License / Passport / Voter ID	Verified
3	Last 3 months bank statements or other income proof	Verified
4	Any other document requested by Lender	Verified

SELF DECLARATION AND CUSTOMER'S UNDERTAKING:

1. I/We hereby apply for a Loan mentioned in this Application Form to Kisetsu Saison Finance (India) Private Limited ("KSF") facilitated through Online Facilitator through its Platform.
2. The Loan may be availed by you on or before the expiry of the Availability Period set out in the MITC. KSF may, at its discretion, extend the Availability Period.
3. I/We declare that all the particulars and information and details given/filled in this Application Form are true, correct, complete and up to date in all respects and no information has been withheld and I/we understand that the information given in this Application Form shall form the basis of any loan that KSF may decide to grant to me/us and if at any stage of processing this application, it comes to the knowledge of that, I/we have provided any incorrect or incomplete information, fabricated documents, or fake documents, they will be treated by KSF as having been manipulated by me/us and KSF shall have the right to forthwith reject this loan application, cancel / revoke any sanction or further draw-downs or recall any loan granted at any stage of processing the Application, without assigning any reason whatsoever and KSF and its employees/ representatives/ Online Facilitator/ agents / service providers shall not be responsible/liable in any manner whatsoever to me/us for such rejection or any delay in notifying me/us of such rejection (including for any payments which may have been made by me to any vendor/ service provider/ Online Facilitator prior to cancellation).
4. I / We declare that that the address mentioned above is my / our current address and may be different from the address available in the Aadhaar card.
5. I/We understand that prior to the acceptance of the Standard Terms and Conditions, You will fulfil the necessary requirements of the transaction.
6. I/We understand that ZestMoney is facilitating this Loan for me/us from KSF through the Platform and agrees to pay ZestMoney a Technology Fee along with applicable government taxes, which may be payable by you on or before the first Promise Date. Any fee and/or amounts paid further to this Customer Loan Application are non-refundable even if the Loan is cancelled by Me/Us.
7. I/We understand that where a Loan has been availed for the purposes of purchasing any goods or availing any service from a Merchant and such good or service has been returned or cancelled by You and such cancellation is approved by the Merchant, as the case may be ("Cancellation Event"), then any refund received from the Merchant pursuant to a Cancellation Event shall be appropriated as follows in the following order:
(a) First, towards all amounts outstanding under this Loan and such appropriation will be deemed to be towards prepayment of this Loan, in full or in part, to the extent of monies received from the Merchant;

- (b) Second, towards return of the Down-payment, if any, made by You;
- (c) Lastly, any additional amounts remaining after appropriating the amounts as per clauses (a) and (b) above, shall be returned to You.

For avoidance of doubt, it is hereby clarified that the Lender shall not be liable to refund any interest amounts paid in respect of the Loan up to the date of occurrence of the Cancellation Event. Any return or cancellation of the goods or service, including the amounts receivable from the Merchant owing to a Cancellation Event, shall be additionally subject to the terms and conditions of the Merchant applicable to such goods or service.

8. I/we hereby agree, acknowledge and confirm that KSF, ZestMoney or any person acting on its behalf, are entitled to and are authorized to debit my bank account which I/we have registered with ZestMoney through the Platform on each Promise Date by obtaining from me/us any one or more of the following, as may be requested
 - i. National Automated Clearing House (NACH) mandate in a form and manner acceptable to KSF/ ZestMoney ; or
 - ii. Other payment modes like net-banking, debit card via payment gateway as may be acceptable to KSF/ ZestMoney.
9. I/We understand that KSF will also be procuring personal information from the Online Facilitator/ other sources/agents and I/ We have no objection for the same. I/We further confirm that I/we am /are aware of all terms and conditions of availing Loan from KSF.
10. I/We understand that KSF will also be procuring personal information from the Online Facilitator/ other sources/agents and I/ We have no objection for the same. I/We further confirm that I/we am /are aware of all terms and conditions of availing Loan from KSF. 10. I/We authorize KSF and ZestMoney to make checks and inquire relating to information in this application which KSF considers necessary, including from the banks where I hold bank accounts. I/We authorize KSF and ZestMoney to procure my /our PAN No/copy of my/our PAN Card, other identity proof and Bank Account details from time to time, exchange, part with/share all information relating to my /our loan details and repayment history with other banks/financial institutions /CIBIL/CRIF/Credit Information Companies, etc. and periodically obtain / generate CIBIL, CRIF, Experian, Hunter and such other reports as may be required and shall not hold KSF liable for use of this information. I /We confirm that there are no criminal or insolvency proceedings against me/us. I / We agree and accept that Lender may in its sole discretion, by itself or through authorised persons, advocate, agencies, bureau, etc. verify any information given, check credit references, employment details and obtain credit reports to determine creditworthiness from time to time.
11. I/ We declare that I/ We have not made any payment in cash, bearer cheques or by any other mode along with or in connection with this Application Form to the person collecting my/our Application Form. I/ We shall not hold KSF or ZestMoney or its employees/representatives/agents /service providers liable for any such payment made by us to the person collecting this Application Form.
12. I/We, would like to know through telephonic calls, or SMS on my mobile number mentioned in the Application Form as well as in this undertaking, or through any other communication mode, transactional information, various loan offer schemes or loan promotional schemes or any other promotional schemes which may be provided by KSF / ZestMoney and hereby authorize KSF, ZestMoney and their employees, agents, or associates to do so. I confirm that laws in relation to the unsolicited communication referred in "National Do Not Call Registry" (the "NDNC Registry") as laid down by TELECOM REGULATORY AUTHORITY OF INDIA will not be applicable for such communication/calls/ SMSs received from KSF, its employees, agents and/or associates.
13. I/we understand that I/we have an option of not providing the information as required in this Application Form or as may be required by KSF or ZestMoney from time to time, however, I/We do hereby expressly and irrevocably authorize KSF and ZestMoney to collect, store, share, obtain and authenticate any aspect of my personal information / KYC either directly or through any of the authorized agencies and disclose such information to its agents/contractors/service providers and to also use such information in the manner that may be required by KSF / including for the purposes of this loan and for purposes of its business and for such time period as they may deem fit.
14. I/We understand and acknowledge that KSF has the absolute discretion to approve / grant the Loan.

15. In this regard, I/we expressly and irrevocably authorize KSF to collect, use, verify and authenticate my / our personal identity information / KYC in any manner without any further notice to me / us.
16. I/We confirm that I/we know English, we have read and understood and accepted the Standard Terms and Conditions for the grant of Loan available at <https://www.creditsaison.in/terms-conditions> ("Standard Terms and Conditions") and also annexed hereto as Annexure A. I/we also understand that the Standard Terms and Conditions shall be deemed to be applicable to the Loan and to any Drawdown Request granted by KSF pursuant to this Application Form.
17. I/We agree that any notices given to me/us in relation to this Loan will be delivered by being posted on my/our online account on the Platform ("My Online Account"). In such cases, I/we will also receive by email at my email address supplied by me/us during my application on the Platform a prompt to refer to My Online Account.
18. KSF shall be entitled to take such legal action as it may deem fit, upon occurrence of any of the Events of Default as set out and agreed by me/us in the abovementioned Standard Terms and Conditions of Loan.
19. I / We further agree that the Loan shall be governed by the Standard Terms and Conditions as specified above. I / We confirm having received a copy of the Standard Terms and Conditions. I /We further confirm that he/she/they have read and understood the terms and conditions mentioned in the Standard Terms and Conditions applicable to this Loan and accept the said Standard Terms and Conditions unconditionally and agree that these terms and conditions may be changed by KSF at any time and accordingly he/she/they will be bound by the amended terms and conditions

ACKNOWLEDGEMENT FORM

I/We further acknowledge that:

- i. All capitalised terms mentioned in one part of this Application Form shall have the same meaning across all the parts of the Application Form. In the event of any change of address for communication, any change in my/our job, profession, the same shall be intimated by me/us to KSF or ZestMoney, one month in advance.
- ii. The interest rate would be computed on daily balance basis and charged on monthly rests at the rate as set out above. Interest rates are subject to change at any point of time at the sole discretion of KSF or pursuant to directions issued by RBI or other regulatory/statutory bodies.
- iii. I/We are aware that the Application Form, Standard Terms and Conditions and other incidental documents executed by me/us integrate all the conditions mentioned herein or incidental thereto, and supersede all negotiations or prior writings, except for those provisions specified herein. In the event of any conflict between the terms, conditions and provisions of MITC, Standard Terms and Conditions, documents executed incidental thereto with the terms mentioned herein, then in such an event the terms, conditions and provisions mentioned in MITC shall prevail.

By clicking "I Submit", I electronically make this Application and agrees to be legally bound by these terms and the Standard Terms and Conditions and MITC.

Name and Sign of the Borrower

Date: 15-08-2021 00:49:54

IP: 103.69.45.198

Kisetsu Saison Finance (India) Private Limited

Name of Authorised Signatory

Signature

This is a system generated document, hence no signature required.

For any further queries, write to us at grievance@creditsaison-in.com

If you miss a repayment of an instalment amount, or find yourself in financial difficulties and you believe you cannot afford to repay the amounts due in respect of this Loan, please contact by email to help@zestmoney.in or KSF so that we can discuss an alternative repayment plan and/or other appropriate steps. Any such request shall be processed in the sole discretion of the Lender, subject to applicable laws.

IMPORTANT NOTE:

PLEASE DO NOT SIGN THE ABOVE DOCUMENT, IF BLANK.

PLEASE DO NOT PAY CASH TO ANYONE FOR THE PROCESSING OF YOUR LOAN. IN CASE YOU ARE ASKED, PLEASE REFUSE AND YOUR NEAREST KSF BRANCH.

FOR ALL PAYMENTS MADE TO ANY REPRESENTATIVE OF KSK TOWARDS ANY FEE / CHARGES, PLEASE ASK FOR VALID RECEIPT. ANY VERBAL COMMUNICATION MADE TO YOU IN CONTRADICTION TO THE ABOVE TERMS & CONDITIONS SHALL NOT BE BINDING, IN CASE YOU RECEIVE ANY CONTRADICTING COMMUNICATION FROM ANY REPRESENTATIVE OF KSU AND/OR ZESTMONEY, PLEASE WRITE TO US IMMEDIATELY AT grievance@creditsaison-in.com

**STANDARD TERMS AND CONDITIONS FOR CREDIT FACILITIES / LOANS OFFERED BY
KISETSU SAISON FINANCE (INDIA) PRIVATE LIMITED**

1. DEFINITIONS AND INTERPRETATIONS

1.A. Definitions: In these Standard Terms and Conditions, unless there is anything repugnant to the subject or context thereof, the expressions listed below, if applicable, shall have the following meanings:

i. "Application Form" means, as the context may permit or require, the Application Form submitted by the Borrower/s to KSF for applying for and availing of the Loan, together with all other information, particulars, clarifications and declarations, if any, furnished by the Borrower/s or any other persons from time to time in connection with the Loan.

ii. "Borrower/s" means and refers jointly and severally to the applicants and co-applicants (if any) who has / have been sanctioned/granted the Loan by KSF based on the Application Form submitted by such applicants and co-applicants to KSF for availing of the Loan and includes depending on the nature of the Borrower/s:

(a) its successors and permitted assigns, if the Borrower/s is a company within the meaning of the Companies Act 1956 or a society registered under the applicable laws relating to societies;

(b) any or each of the partners and their survivor(s) or the partner(s) from time to time and their respective heirs, legal representatives, executors, administrators and permitted assigns, if the Borrower/s is partnership firm within the meaning of the Indian Partnership Act, 1932;

(c) his / her heirs, legal representatives, executors, administrators and permitted assigns, if the Borrower/s is an individual and/or carrying on business as a sole proprietary concern;

(d) the Karta and any or each of the adult members of the HUF and their survivor(s) and his/ her / their respective heirs, legal representatives, executors, administrators and permitted assigns, if the Borrower/s is a joint Hindu Undivided Family; and

(e) the trustee(s) for the time being thereof and the successors and permitted assigns of the trust /trustees, if the Borrower/s is a trust.

iii. "Borrower/s' Dues" means and includes the outstanding principal amount of the Loan, interest on the Facility, all other interest, all fees, costs, charges, expenses, stamp duty and all other sums whatsoever payable by the Borrower/ s to KSF in accordance with the Loan Terms, as well as all other monies whatsoever stipulated in or payable by the Borrower/s under the Loan Terms.

iv. "Business Day" means a day on which the relevant/local office of KSF, as specified in the Application Form, or such other office as may be notified by KSF to the Borrower/s, is open for normal business transactions.

v. "Due Date" means the date(s) on which any amounts in respect of the Borrower/s' Dues including the principal amounts of the Loan, interest and/or any other monies, fall due as specified in the Application Form and/or the Loan Terms.

vi. "Delayed Payment Charges" shall mean the additional amount payable by the Borrower/s to

KSF on account of any delay in payment of any Instalment and intimated to the Borrower/s.

vii. "Drawdown Request" / "Drawdown" means a request from the Borrower/s in a form and manner acceptable to KSF for seeking disbursement of tranche under the Loan;

viii. "Effective Date" means unless specified otherwise, the date of disbursement of the Loan to the Borrower as mentioned in the MITC/Application Form.

ix. "Events of Default" means and includes the occurrence of any one or more of the events of default as stipulated in Paragraph 7.

x. "Fee" means the aggregate amount payable by the Borrower to KSF as per the details provided in the Application Form/MITC towards the documentation fee, servicing fee, loan processing fee and the registration fee and such other fee as mentioned in the MITC or notified by KSF to the Borrower from time to time.

xi. "Standard Terms and Conditions" means these Standard Terms and conditions for the grant of the Loan to the Borrower by KSF.

xii. "Governmental Authority" means the Government of India or any other state of the Union of India or any department thereof, any quasi-governmental or judicial or quasi-judicial person in India or any person (whether autonomous or not) who is charged with the administration of an Indian law.

xiii. "Indebtedness" means any indebtedness whatsoever of the Borrower/s at any time for or in respect of monies borrowed, contracted or raised (whether or not for cash consideration) or liabilities contracted by whatever means (including under guarantees, indemnities, acceptance, credits, deposits, hire-purchase and leasing).

xiv. "Instalments" means unless otherwise specified in the Loan Documents, the instalments of the amount consisting of principal and interest spread throughout the tenure of the Loan separated by a period which are due and payable towards Repayment of the Loan, more particularly detailed in the MITC.

xv. "Instalment Due Date" means each of the dates on which each Instalment shall be due and payable by the Borrower to KSF. The Instalment Due Dates are more specifically described in the MITC.

xvi. "Interest" means and includes interest payable by the Borrower on the Loan at the applicable Rate of Interest as specified in Paragraph 3.

xvii. "Law" shall mean and include all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority, statutory authority, tribunal, board, court or recognized stock exchange of India or overseas.

xviii. "Loan" means the loan/financial assistance sanctioned in the form of a credit limit facility by KSF to the Borrower pursuant to receipt of a duly filled in Application Form for the purposes mentioned in the Application Form and/or the MITC.

xix. "Loan Documents" mean the Application Form, Standard Terms and Conditions, declaration, MITC and include all writings and other documents executed or entered into or to be executed or entered into, by the Borrower/s or as the case may be, in relation, or pertaining to the Loan and each such Loan Documents as amended from time to time.

xx. "Loan Terms" means and refers collectively to

(a) all the terms and conditions set out in the Application Form,

(b) these Standard Terms and Conditions,

(c) all terms and conditions specified in the MITC and (d) all terms and conditions specified in the other Loan Documents.

xxi. "Material Adverse Effect" means the effect or consequence of any event or circumstance which is or is likely to be:

(a) adverse to the ability of the Borrower/s or any person to perform or comply with any of their respective obligations under the Loan Terms in accordance with their respective terms; or (ii) prejudicial to any of the businesses, operations or financial condition of the Borrower/s or of any person who is party to any Loan Documents.

xxii. "Most Important Terms and Conditions" or " MITC" means the document containing the salient terms and conditions, pertaining to the Loan availed, which is accepted/confirmed by the

Borrower for consideration and processing by KSF.

xxiii. "Person(s)" includes an individual, corporation, company, limited liability partnership firm, partnership, joint venture, association of persons, trust, unincorporated organisation, government (central, state or otherwise), sovereign state, or any agency, department, authority or political subdivision thereof, international organisation, agency or authority or any entity (in each case, whether or not having separate legal personality) and shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being.

xxiv. "Pre-Instalment Interest" ("PII") means the amount payable by the Borrower at the interest indicated in MITC on the Loan from the Effective Date to the date immediately prior to the date of commencement of Instalment.

xxv. "Prepayment" means the prepayment of the Loan by the Borrower as further explained in these Standard Terms and Conditions. xxvi. "Prepayment Charge" means a charge to be levied by KSF in the event of the Prepayment of the Loan by the Borrower.

xxvii. "Rate of Interest" means the rate of interest applicable on Loan as specified in the MITC.

xxviii. "Repayment" means the repayment of the Loan including the principal amount of the Loan, Interest thereon, and all other charges, fees or other dues payable in terms of those Standard Terms and Conditions to KSF.

xxix. "Repayment Schedule" means the schedule of repayment of the principal amount of Loan and Interest thereon in the amounts and the dates, specified in the MITC.

xxx. "Sanction Letter" means any document issued by KSF sanctioning the Loan containing the salient terms and conditions, pertaining to the Loan availed and accepted/confirmed by the Borrower. The MITC shall also be treated as a sanction letter.

1.B. Interpretation In these Standard Terms and Conditions, unless the contrary intention appears:

i. all approvals, permissions, consents or acceptance required from KSF for any matter shall require the "prior" and "written" approval, permission, consent or acceptance of KSF;

ii. in the event of any disagreement or dispute between KSF and the Borrower/s regarding the materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of KSF as to the materiality of any of the foregoing shall be final and binding on the Borrower/s.

iii. All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the Application Form.

2. LOAN AND DISBURSEMENT

2.1. Sanction of Loan: KSF may agree to grant the Loan to the Borrower/s on the basis of the information and representations provided in the Application Form and other Loan Documents. Grant of the Loan and acceptance of the Borrower's request and Application Form shall be at the absolute discretion of the KSF.

2.2. Amount of Loan: The principal amount of the Loan applied for / availed of by the Borrower/s shall be the amount specified in the Application Form. Once the Application Form is accepted by KSF, the disbursement shall be through the agreed mode of disbursement in the Application Form. KSF shall not be obliged to provide any written acceptance to the request of the Borrower/s as contained in the Application Form or any other Loan Documents, and may do so orally or by disbursement of a Loan (or a part thereof) requested there under by the Borrower.

2.3. The Loan, sanctioned in the form of credit limit facility, can be availed in tranches subject to the condition that the total limit availed shall not exceed the maximum limit specified in MITC / Sanction Letter. Once a limit (which is availed) is repaid the principal amount repaid will be re-instated to the original sanctioned Loan amount. Limit will be valid for a fixed tenure to begin with, and basis usage and Borrower behaviour. The Borrower may request for disbursement of a tranche under the Loan if (a) no Event of Default or potential event of default has occurred or is continuing, (b) no material adverse event in the opinion of KSF has occurred.

2.4. The right to extend the limit validity period is reserved by KSF in its discretion. Every such request for Loan shall be assessed individually, at KSF's sole discretion and based on KSF's

internal policies and eligibility criteria applicable to a Borrower/s. KSF at its sole discretion agree to the Borrower re- borrowing any amount(s) under the Loan Documents for such amounts not exceeding the capped amount mentioned in MITC and for such further periods as KSF may deem fit in its sole discretion and/or in compliance with applicable laws and including, KSF's discretion in revising any of the conditions for the Loan including, specifying additional conditions, which shall all be binding on the Borrower. The Rate of Interest tenure and change in conditions shall be as intimated by KSF to the Borrower.

2.5. Once the Application Form submitted by the Borrower/s is accepted by KSF, the Borrower/s shall not be entitled to cancel the Loan or refuse to accept disbursement of the Loan, except with approval of KSF and payment to KSF of such Pre-payment Charges as specified in the MITC or any other cancellation or foreclosure charges as may be stipulated by KSF.

3. INTEREST AND CHARGES

3.1. The Borrower/s shall be liable to pay Interest on the Loan at the Rate of Interest as applicable to the Borrower from time to time and on the date(s) as specified in the MITC or as amended by KSF in writing from time to time. The Interest shall be calculated on a daily balance of the outstanding Loan. The Interest on the Loan shall begin to accrue from the date of disbursement /Drawdown.

3.2. The Borrower acknowledges and agrees that:

- i. the Rates of Interest specified in the MITC / Loan Documents are reasonable and that they represent genuine pre-estimates of the loss expected to be incurred by KSF in the event of non-payment of any monies by the Borrower/s; and
- ii. the rate of interest payable by the Borrower shall be subject to change prospectively based on the monetary policies as may be changed by the Reserve Bank of India and other factors impacting the interest rates.

3.3. On account of upward revision of Interest or other charges, KSF will have absolute discretion to revise the Instalments applicable to the repayment of the Loan, and the Borrower shall be liable to repay the Loan based on such revised Interest or the charges. Disbursements under the Loan shall be deemed to be made on the date the cheque(s) /pay order(s) / authorization(s) / demand draft (s) are issued / made by KSF and not on the date of their actual receipt, and if by credit, when credit is made by KSF.

3.4. Pre-Instalment Interest, if unpaid, will be capitalized to the outstanding Loan amount and such Pre-Instalment Interest shall become part of the Loan amount. In certain cases where the Loan has been disbursed after the certain day of the month, usually cycle date unless otherwise specified, and where the first monthly Instalment falls due in the month subsequent to succeeding month, the Pre Instalment Interest, will be capitalized to the principal Loan amount then outstanding and such Pre Instalment Interest shall become part of the principal Loan amount.

3.5. The Borrower agrees to bear and pay to KSF fees and charges with taxes as applicable as specified in the Application Form, and the website of KSF (it being understood that the charges /fees/taxes as updated in any of the aforesaid document with due intimation to Borrower/s shall apply), and which would include but not limited to documentation and processing charges (non-refundable), and other charges such as cheque bounce charges, cheque/ECS swap charges, additional interest, prepayment foreclosure charges and any fee or charges with taxes as applicable as per the internal policies of KSF from time to time, statutory charges or otherwise, payable in respect of the Loan. KSF shall be entitled to revise the above fee/charges without any notice to the Borrower(s). In addition to the above charges the Borrower(s) shall also bear, pay and reimburse to KSF, all charges relating to goods and services tax, duties (including stamp duty), and taxes (of any description as may be levied from time to time by the government or other authority) and all other cost and expenses whatever in connection with

(a) Application Form and the grant and repayment of Loan;

(b) recovery and realization of the Loan together with interest;

(c) enforcement proceedings, if any. The payment of additional charges as mentioned above shall not absolve the Borrower(s) of the obligations under this Agreement. Notwithstanding anything contained herein above, KSF expressly reserves all the other rights that may accrue to it on any

default by the Borrower(s). The additional charge shall be in addition to any other payments /charges, which Borrower(s) is/ are liable to pay to KSF in terms of the Loan.

3.6. In the event the Borrower remits/pays any amounts in excess of the amounts due to KSF under the Application Form for the Loan, KSF reserves the right to charge additional processing fee as may be decided by KSF from time to time for refund of such excess amounts.

3.7. Details of Disbursement: The Borrower/s shall, prior to and as a condition for disbursement of the Loan by KSF, provide KSF with documents, as specified in the Application Form/MITC. Minimum disbursement / drawdown size will be specified at the time of sanctioning the limit - these conditions are subject to be revision over time. For each disbursement/ drawdown, Interest may vary depending on the use of the fund by the Borrower. The disbursement may be in one lump sum or in such Instalments as may be decided by KSF pursuant to the receipt of the drawdown request. Borrower shall have to submit a Drawdown Request. The disbursement may be availed to such other person/s as may be designated by the Borrower. Provided that disbursement if any made by KSF to the aforesaid designated person/s shall not affect the obligations of the Borrower in relation to the Loan and such disbursement of the Loan to the designated person/s shall be deemed to be the Loan granted to and availed by the Borrower. The drawdown amount shall be disbursed to the Borrower net of all initial payments towards pit, Instalments, advance Instalments, Fees etc. As and when the drawdown is disbursed to the Borrower, the Borrower shall execute MITC pertaining to the Loan sanctioned by KSF to the Borrower. Each such MITC and any other amendment thereof shall be deemed to form an integral part of the Loan Terms. The officers of the Borrower(s) executing this Standard Terms and Conditions and the documents to be executed in pursuance hereof are duly and properly in office and fully authorised to execute the same. That the Borrower(s) have full power, capacity and authority to execute, deliver and perform this Standard Terms and Conditions and the Application Form/MITC and have taken all necessary action (corporate, statutory or otherwise) for the authorisation, execution, delivery and performance of this Agreement. The Borrower understands, agrees and confirms that in case the Borrower borrows any amount under the Loan Documents, a processing charge shall be paid by the Borrower each time at the rate as mentioned by KSF from time to time. The documentation charges, transaction/ processing charges and/or any other charges under or in connection with the Loan will be deducted from the Loan and only the net amount of Loan after deduction of such fees/charges shall be disbursed to the Borrowers.

4. PAYMENT, PREPAYMENT AND OTHER CHARGES:

4.1. The Borrower/s shall repay the Loan to KSF in such number of Instalments, and with such instalments/s being of such amounts and on the Due Date(s) as agreed upon. If the respective Due Date is not a Business Day, then the Borrower agrees that the payment shall be made on the preceding Business Day.

4.2. The same shall be in consonance with the Repayment Schedule. KSF shall be entitled to vary /modify the Instalments/s (including increases in the amount of one or more Instalment/s) in the event of changes to the Rate of Interest on the Loan with the consent of the Borrower. The expression "Instalments" shall comprise of both the principal amount of the Loan and Interest and any other amounts due under the Loan Documents thereon. Notwithstanding anything to the contrary, the Lender may, at any time, without assigning any reason, cancel the undisbursed portion of the Loan and can also recall any or all portion of the disbursed Loan on demand. Upon such recall, the Loan and other amounts stipulated by the Lender shall be payable forth with.

4.3. The Borrower/s shall repay the Loan and other monies in respect of the Loan through any one of the following modes - post-dated cheques ("PDC method") / the Electronic Clearing System (Debit Clearing) as notified by the RBI ("ECS method") / NACH mandate / direct debit from the Borrower/s' bank account with KSF ("Direct Debit method") / by deduction from the Borrower/s' salary ("Salary Debit method") / by directly paying amounts by cash or cheque (collectively "Repayment Instrument") /draft (issued in the name of "Kisetsu Saison Finance (India) Private Limited") when due to KSF ("Direct Payment method") / by any other method, and as may be decided by the parties. KSF may, in its sole discretion, require the Borrower/s to adopt or switch to any alternate of mode of payment and the Borrower/s shall comply with such request, without

demur or delay.

4.4. The method for payment as selected by the Borrower/s in the MITC or the mandates given by the Borrower/s under any payment mode cannot be cancelled or revoked or issue stop-payment instruction by the Borrower/s without prior consent of KSF.

4.5. If the Borrower/s cancels or revokes or issue stop-payment instruction (or attempts to cancel or revoke) such mandates without the prior consent of KSF, such acts of the Borrower/s shall be deemed to have been committed with a criminal intent and KSF shall be entitled to initiate appropriate criminal proceedings against the Borrower/s. The Repayment Instruments remain valid for all Loan along with interest, default interest and charges. The Borrower shall ensure availability of funds. The Borrower/s shall, without any demur or delay, bear, pay/reimburse KSF for all and any losses, damages, costs, charges, claims, expenses and liability of any kind or nature whatsoever including but not limited to stamp duty, penalties, taxes and charges as applicable, suffered, sustained or incurred by KSF or as may be levied from time to time by the Governmental Authority or any other authority in connection with/on

(a) the application for and the grant and repayment of the Loan,

(b) the Application Form, Loan Terms and/or any other documents,

(c) recovery and realization of the Borrower Dues, if and when the same is required to be paid according to the laws for the time being in force.

4.6. Notwithstanding the mode of repayment/payment selected by the Borrower/s in the Application Form, the Borrower/s shall continue to remain at all times liable and responsible for ensuring the payment/repayment of all Instalments and all other monies in respect of the Loan to KSF on or before the relevant Due Date(s) without any further notice/intimation being given by KSF and all such amounts payable by the Borrower/s to KSF shall be paid, at such place/s as KSF may specify, without any deductions whatsoever so as to enable KSF to fully realise the amounts due on or before the respective Due Date(s). Credit for payments by any method will be given only on realisation or on the relative Due Date(s) whichever is later.

4.7. The acceptance by KSF of any payment which is less than the full Instalment or other amounts due and owing at such time shall not constitute a waiver of KSF's right to receive payment in full at such time or at any subsequent time or a waiver of any other rights whatsoever of KSF under the Application Form with respect to the Loan.

4.8. The Borrower/s shall not be entitled to cancel or issue stop-payment instructions with respect to the post-dated cheques for so long as the Loan (or any part of the Borrower/s' Dues) is outstanding and any such acts of the Borrower/s shall be deemed to have been committed with an intention to cheat KSF and avoid prosecution under the Negotiable Instruments Act, 1881, and KSF shall be entitled to initiate appropriate criminal proceedings against the Borrower/s. The Borrower/s shall promptly replace the post-dated cheques and/or the mandates, agreements and/or other documents executed for payment of the Instalments and issue fresh post-dated cheques, mandates, agreements and/or other documents in lieu thereof to the satisfaction of KSF, if KSF is facing any difficulty/inconvenience/impediment for any reason whatsoever in presenting such cheques / issuing debit instructions or if required at any time by KSF at its sole discretion. The Borrower/s may, subject to prior approval by KSF, be permitted to swap/ exchange the post-dated cheques issued to KSF with alternate post-dated cheques drawn on another bank (as approved by KSF) subject to payment to KSF of the "cheque swap" charges as specified in the Application Form.

4.9. The payment of the Instalments shall commence and continue as per the Application Form / MITC. The Borrower/s shall not, without the approval of KSF (which approval may be given subject to such terms and conditions as may be stipulated by KSF including payment of minimum prepayment amount, prepayment premium or discounted interest and/or any other charges, plus applicable interest tax or other statutory levy), prepay the outstanding principal amount of the Loan in full or in part, before the Due Dates. In the event any part prepayment of the Loan is permitted by KSF, Borrower /s shall be liable to pay the Pre-Payment Charges, if any, specified in the MITC and the repayment schedule/amount of Instalment(s) as specified in the Application Form shall be amended by KSF and the Borrower/s shall thereafter make payment of the Instalments as per such amended schedule.

4.10. Interest, commitment fee / charges, further interest and all other charges shall accrue on a day to day basis and shall be computed as may be decided by KSF at its sole discretion, which may be on the basis of 1/12 applied monthly or 365 days a year and the actual number of days elapsed.

4.11. Monthly Instalment amount is rounded off to the next higher Rupee.

4.12. The Borrower/s shall bear all interest tax, service tax, all other imposts, duties (including stamp duty and relevant registration and filing charges and taxes (of any description whatsoever) as may be levied from time to time by the Government Authorities or other authority and all other costs and expenses whatsoever (including but not limited to any costs and expenses incurred by KSF and its representatives and consultants) in connection with/on (a) the application for, and the grant and repayment of, the Loan, (b) the Application Form, and/or any Loan Document, (c) recovery and realisation of the Borrower/s' Dues, (d) creation, enforcement and realisation of the security (if any), (e) inspections, and KSF's advocate's fees and expenses for any of the above. The Borrower/s shall also pay/ reimburse KSF for all losses, damages, costs, charges, claims, expenses and liability of any kind or nature whatsoever (including but not limited to any stamp duty, other duties, taxes, charges and penalties and/or any increases in costs to KSF by reason of any change in law, or in its interpretation or administration, under/in relation to the Application Form, the Standard Terms and Conditions and the security, if any, to be created by the Borrower/s) suffered, sustained or incurred by KSF (or its representatives and consultants) in connection with any of the above matters if and when the same is required to be paid according to the laws for the time being in force.

4.13. In the event of the Borrower/s failing to pay any of the monies referred to above, KSF shall be at liberty (but shall not be obliged) to pay the same. The Borrower/s shall reimburse all sums and all losses, damages and expenses (as referred to in the preceding clause) paid / incurred by KSF (and/or its representatives and consultants) in relation to the Loan (or any of the other matters referred to in the preceding clause) within 7 days from the date of notice of demand from KSF. All such sums shall carry interest from the date of payment till such reimbursement to KSF at the rate of further interest specified in the Application Form.

4.14. Notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable law, or any terms and conditions to the contrary contained in the Application Form and /or the other Loan Documents, KSF may, at its absolute discretion, appropriate any payments made by the Borrower/s in the following manner:

- i. first towards costs, charges, expenses and other monies, due and payable to KSF
 - ii. Secondly towards interest due and payable and/or accruing due and payable to KSF;
 - iii. Additional Interest
 - iv. Interest Tax (if applicable);
 - v. Prepayment Charge and fees
 - vi. EMI interest over the Loan in case the Loan is a roll over loan or continuing in nature and
 - vii. Lastly towards repayment of the Instalment/s of the Loan due and payable or becoming due and payable to KSF. Notwithstanding any such appropriation by KSF towards settlement of any dues payable by the Borrower/s to KSF under any other agreements between the Borrower/s and KSF, the Borrower/s shall continue to remain liable to KSF for all outstanding/remaining amounts comprising the Borrower/s' Dues.
- 4.15. In the event, the Instalment is not paid on the corresponding Instalment Due Date, the Borrower/s shall be liable to pay to KSF, Delayed Payment Charges as specified in the MITC without prejudice to the other rights of KSF. The Delayed Payment Charges may be varied at the sole and absolute discretion of KSF, from time to time with due intimation to the Borrower. Additionally, the Borrower/s shall be liable to pay further interest at the rate specified in the Application Form (plus applicable interest tax or other statutory levy) on all such outstanding/unpaid amounts from the relevant Due Date till the date of payment of such entire amount. Such further interest shall be in addition to Delayed Payment Charges.

5. REPRESENTATIONS AND WARRANTIES

The Borrower/s makes the representations and warranties set out below to KSF, in reliance of which KSF may grant the Loan and each of the representations set out below shall be deemed to be

repeated on each day during the tenure of the Loan:

5.1. The Borrower/s represent/s that all factual information hereafter furnished, is and will be true, correct and complete in all material respects as on date on which such information is dated or certified;

5.2. The Borrower/s represent/s that that he/she/it is competent to contract under law;

5.3. The Borrower represents to utilize the entire Loan solely for the purpose, stated in the Application Form and shall not use the Loan for any purpose including unlawful purposes and/or anti-social purpose or making investment in the capital market or speculative purposes. Further, it shall not assign its rights or obligations hereunder to anyone except with the prior permission of KSF.

5.4. The Borrower represents that the Borrower has paid all taxes, duties and other statutory dues including but not limited to income tax until the date hereof and that as on date there are no arrears of such taxes;

5.5. The entry into, delivery and performance by the Borrower/s of the transactions contemplated by the Loan Terms and the other Loan Documents do not and shall not conflict with: (a) any law; (b) the constitutional documents, if any, of the Borrower/s; or (c) any document which is binding upon the Borrower/s or on any of its/his/her/their assets;

5.6. The Borrower/s' Dues shall not be affected, impaired or discharged by winding up/ insolvency/ death/ dissolution / merger or amalgamation/ reconstruction or otherwise of the Borrower/s or takeover of the management or nationalisation of the undertaking of the Borrower/s, as the case may be;

5.7. Except to the extent disclosed to KSF, the Borrower has not been declared to be a wilful defaulter or a non-cooperative borrower. The Borrower shall ensure that neither the Borrower nor any director/partner/ member, as the case may be, of the Borrower/s are either a defaulter or have been declared to be a wilful defaulter. The Borrower/s shall not induct a person who is a director /partner/member of an entity identified as defaulter/wilful defaulter. In the event such a person is found to be a director/partner/member of an entity identified as defaulter/wilful defaulter, the Borrower/s shall take expeditious and effective steps for removal of such person.

6. ADDITIONAL COVENANTS

6.1. The Borrower/s shall:

i. Promptly notify KSF of the occurrence of any event or the existence of any circumstances, which constitutes or results in any declarations, representation, warranty, covenant or condition under the Loan Terms and/or the other Loan Documents being or becoming untrue or incorrect in any respect.

ii. Promptly deliver to KSF: (a) copies of all documents issued by the Borrower/s to all its creditors (or any general class of them) at the same time as they are issued; (b) such statements/ information / accounts / records / reports / documents, financial or otherwise, as may be required by KSF from time to time in relation to the Loan, the Borrower/s' business and operations, assets etc. within the period specified by KSF.

iii. Promptly notify KSF of any action or steps taken or legal / administrative proceedings started by or against him/her/it in any court of law for its/his/her/their winding-up, dissolution, insolvency, bankruptcy, administration or re-organisation or for the appointment of a receiver, administrator administrative receiver, trustee or similar officer of/over the Borrower/s or of/over any of his/her /their/its assets, or threatened against the Borrower/s or his/her/their/its property may have a Material Adverse Effect.

iv. Promptly, and not later than 7 (seven) days from the occurrence of any of the following events, notify KSF in writing with full details of the same:

(a) death of any of the Borrower/ s (or any of its partners/trustees/directors);

(b) any changes, whatsoever, in the constitution and/or the authorised signatory, of the Borrower/s (where the Borrower/s is a partnership/HUF),

(c) all change/s in the location/address of any of the Borrower/s' office or residence or place of business.

v. Not undertake or permit any merger, de-merger, consolidation, reorganisation, scheme of

arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction including creation of any subsidiary or permit any company to become its subsidiary without prior consent of KSF.

vi. Continue to maintain its/their existence or constitution, corporate or otherwise, and right to carry on its/their business and operations and ensure that it/they has/have the right and is/are duly qualified to conduct its/their business and operations as it is conducted in all applicable jurisdictions and obtain and maintain all franchises and rights necessary and all authorisations, statutory or otherwise required for the conduct of its/their business and operations in such jurisdictions.

vii. The Borrower shall from time to time, if required by KSF, provide security, in a form and manner satisfactory to KSF. The Borrower/s shall ensure that the obligations under the Loan Documents shall at least rank *pari-passu* with all its secured and unsubordinated obligations. In the event of there being any outstanding by the Borrower/s under this Loan, KSF shall not be obliged to release the security created by the Borrower/s for any other financial facility availed of by the Borrower(s) from KSF, if any, and the Borrower/s undertakes to extend such security to cover the Loan.

viii. The Borrower hereby expressly agrees to indemnify, defend and hold KSF and its directors, officers, employees, agents, attorneys or any other person affiliated with or representing KSF harmless against

(i) all obligations, demand, claims and liabilities ("Claims") asserted by any other party in connection with the transactions contemplated by the Loan Documents; and

(ii) all losses or expenses incurred, or paid by KSF, following or arising from the transactions between KSF and the Borrower (including reasonable attorney's fee and expenses), except for claims and/or losses directly caused by KSF's gross negligence or wilful misconduct.

7. EVENTS OF DEFAULT

7.1. The following acts/, as set out below, shall each constitute an "Event of Default" by the Borrower/s for the purposes of the Loan Terms:

i. Default (including, but not limited to, any payment default) along with interest, default interest or the charges on the due date/s or on demand has occurred in the performance of any covenant, condition or agreement on the part of the Borrower/s under the Loan Terms or on the part of any other person.

ii. Breach of any representation, warranty, declaration or confirmation under the Loan Terms or any other Loan Document has occurred / been committed and/or the Borrower/s has/have committed any fraud/ failed to submit any material information as required under the Application Form/ MITC.

iii. The Borrower are or becomes a party to any litigation, arbitration, administrative or other action, insolvency proceedings, investigation by any governmental entity, claim, suit or proceedings which would have a material adverse effect on the terms or in the opinion of KSF the same would affect the Borrower's ability to perform any terms of this Agreement.

iv. The Borrower/s has, or there is a reasonable apprehension that the Borrower/s has or would, voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law, or is voluntarily or involuntarily dissolved, becomes bankrupt or insolvent or if the Borrower/s has taken or suffered to be taken any action for his/her/their/its reorganisation, liquidation or dissolution or insolvency or bankruptcy or if a receiver or liquidator has been appointed or allowed to be appointed of/over all or any part of the properties of the Borrower/s or if an attachment has been levied on the Borrower/s' assets or any part thereof or certificate proceedings have been taken or commenced for recovery of any dues from the Borrower/s or if one or more judgments or decrees have been rendered or entered against the Borrower/s.

v. Any covenant or representation or warranty of the Borrower is found or proven to be incorrect or false or any information provided by the Borrower in any of the Loan Documents is misleading or incorrect in a material respect or any material information is suppressed or withheld by the Borrower.

vi. Death of the Borrower/s or any one of them or if the Borrower/s ceases or threatens to cease to

carry on any of its businesses or gives notice of its intention to do so or if all or any part of the assets of the Borrower/s required or essential for its business or operations are damaged or destroyed or there occurs any change from the date of submission of the Application Form in the general nature or scope of the business, operations, management or ownership of the Borrower/s, which could have a Material Adverse Effect.

vii. Any Governmental Authority, agency, official or entity takes or threatens any action: (a) for dissolution of the Borrower/s application which deprives or threatens to deprive the Borrower/s: (1) from conducting any of its businesses or carrying out its operations in the manner it is being conducted or carried out, or (2) of the use of any of its assets; (b) to revoke or terminate or to refuse to provide or renew any authorisation or to impose onerous conditions on or on the grant or renewal of any authorisation; (c) with a view to regulate, administer, or limit, or assert any form of administrative control over the rates applied, prices charged or rates of return achievable, by the Borrower/s in connection with its business, which in each case could have a Material Adverse Effect.

viii. It is or becomes improper or unlawful for the Borrower/s or any person (including KSF) to perform any of their respective obligations under the Loan Terms and/or any other Loan Document.

ix. The Borrower/s is unable or has admitted in writing its inability to pay any of its Indebtedness as they mature or when due.

x. The Borrower/s commit/s any default under any other agreement with KSF or any of its group companies. The Borrower fails to furnish any information or document that may be required by KSF from time to time; or if any proceedings are pending or threatened against the Borrower by any authority for any misconduct or breach/violation of any law or regulations or code of conduct, etc.

xi. An event of default howsoever described (or any event which with the giving of notice, lapse of time, determination of materiality or fulfilment of any other applicable condition or any combination of the foregoing would constitute an event of default) occurs under any agreement or document relating to any Indebtedness of the Borrower/s or if any other KSFs of the Borrower/s including financial institutions or banks with whom the Borrower/s has entered into agreements for financial assistance have recalled its/their assistance or any part thereof.

xii. One or more events, conditions or circumstances (including any change in law) occur or exist, which in the sole opinion of KSF, could have a Material Adverse Effect.

7.2. The Borrower/s shall promptly notify KSF in writing upon becoming aware of any default and any event which constitutes (or, with the giving of notice, lapse of time, determination of materiality or satisfaction of other conditions, would be likely to constitute) an Event of Default and the steps, if any, being taken to remedy it. The decision of KSF as to whether or not an Event of Default has occurred shall be final and binding upon the Borrower/s.

8. CONSEQUENCES OF EVENTS OF DEFAULT

8.1. On the happening of any of the Events of Default, KSF shall have the right, but not the obligation to recall the entire Loan and demand payments outstanding on the date of such demand made in respect of the Loan together with further interest from the date of the Event of Default till the date of payment in full or realization of the total amounts due and payable and upon the Borrower failing to make the said Payment within 7 (seven) Business Days from the date of such demand, KSF may, at its sole discretion by a notice in writing to the Borrower/s and without prejudice to the rights and remedies available to KSF under the Loan Terms or any other Loan Document and KSF shall have, inter alia, the following rights (notwithstanding anything to the contrary in the Loan Terms and/or the other Loan Documents and irrespective of whether the entire Loan or Borrower/s' Dues has/ have been recalled) without any further notice or other legal formalities of any kind namely:

i. the outstanding amount of the Loan shall forthwith become payable to KSF, without any notice to the Borrower. Terminate the Loan and declare all obligations immediately due and payable; and /or stop advancing money or extending credit for the Borrower's benefit under this Agreement or any other agreement between the further Drawdown Requests from the Loan; and/or in the event

the loan amount is being disbursed by KSF in various disbursements, suspend further drawings of the outstanding commitment of KSF;

ii. KSF shall be entitled to exercise any right, power or remedy permitted to it by law, including by suit, in equity, or by action at law, or both, or otherwise, whether for specific performance of any covenant, condition or term contained in these Standard Terms and Conditions or for an injunction against a violation of any of the terms and conditions of these Standard Terms and Conditions. The rights and remedies provided to KSF in these Standard Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law. KSF shall be entitled to recover the charges for bouncing of the Repayment Instrument(s), default interest and other penal charges from the Borrower. Any other remedy which may be available under law during the pendency of the Loan. KSF shall be entitled to take all or any action with or without intervention of the courts to recover the monies due and payable by the Borrower.

8.2. If anyone (or more) Events of Default shall have occurred, then KSF shall, in addition to the various rights and remedies of KSF referred to in the paragraphs above, be irrevocably entitled and authorised to contact and require the Borrower/s' employers and/or reference contracts provided by the Borrower's to make deduction/s from the salary/wages payable by the employer to the Borrower/s and to remit the same to KSF until all of the Borrower/s' Dues outstanding from the Borrower/s to KSF is/are completely discharged. The deductions shall be of such amounts, and to such extent, as KSF may communicate to (and instruct) the Borrower/s' employers. The Borrower/s shall not have, or raise/create, any objections to such deductions. No law or contract governing the Borrower's and or Borrower/s employer prevents or restricts in any manner the aforesaid right of KSF to require such deduction and payment by the Borrower's employer to KSF. Provided however that in the event the said amounts so deducted are insufficient to repay the outstanding Borrower/s' Dues to KSF in full, the unpaid amounts remaining due to KSF shall be paid by the Borrower/s in such manner as KSF may in its sole discretion decide and the payment shall be made by the Borrower/s accordingly.

8.3. In addition to KSF's various rights as specified in the preceding provisions above, KSF shall also be entitled to appoint: (i) any person engaged in technical, management or any other consultancy business to inspect and examine the working of the Borrower/s and /or the assets including its premises, factories, plants and units and to report to KSF; (ii) any Chartered Accountants/ Cost Accountants as auditors for carrying out any specific assignments or to examine the financial or cost accounting system and procedures adopted by the Borrower/s for its working or as concurrent or internal auditors, or for conducting a special audit of the Borrower/s.

8.4. Notwithstanding any suspension or termination of the Loan, all rights and remedies of KSF as per the Loan Terms and other Loan Documents shall continue to survive until the receipt by KSF of the Borrower/s' Dues in full. The rights and remedies provided to KSF in these Standard Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law.

9. ONLINE TRANSACTIONS

9.1. For ease of operation of the Borrower, Borrower shall have the option of applying for further facilities provided by the KSF using online secure platforms as may be specified by the KSF (hereinafter referred to as "Online Facility"). The Online Facility shall be extended to the Borrower subject to the Borrower complying with the KSF's credit parameters and submitting all documents/information as may be required by KSF in such form as may be specified by the KSF from time to time. KSF may in its sole discretion reject the application for the facility/loan by the Borrower.

9.2. It shall be the sole responsibility of the Borrower to ensure that the Access Codes, shared with the Borrower, if any, are not compromised or shared with any unauthorized users. "Access Code (s)" means any authentication mode as approved specified by KSF including without limitation combination of username and password.

9.3. The Borrower expressly agrees and acknowledges to have read and understood the terms applicable for usage of the Online Facility and be bound by such terms and conditions (as amended by KSF from time to time) at all times during the tenure of such Loan.

9.4. KSF shall have no obligation to verify the authenticity of any transaction/instruction received or purported to have been received from the Borrower through the Online Facility or purporting to

have been sent by the Borrower other than by means of verification of the Access Code.

9.5. All the records of KSF with respect to the online request for facility arising out of the use of the Online Facility shall be conclusive proof of the genuineness and accuracy of the transaction. While KSF and its affiliates shall endeavor to carry out the instructions promptly, they shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement of law.

9.6. Borrower can check the availability of a pre-approved offer that may be made by the KSF through Online Facility. Any pre-approved offer by the KSF does not constitute grant of facility to the Borrower and shall be subject to the terms as may be specified by the KSF from time to time.

9.7. The Borrower acknowledges and accepts that KSF may permit/allow anybody quoting the correct Access Codes and other details to conduct the type of operations which are permitted under the Online Facility.

10. INFORMATION DISCLOSURE AND DELEGATION

10.1. The Borrower/s authorize KSF to exchange, share, disclose or part with all the information and details relating to the Borrower existing loans and/or repayment history to other KSF group companies, business entity with whom KSF has or may have business tie-up in future, banks, financial institutions, credit bureaus, Credit Information Companies, agencies, statutory bodies (including RBI) etc., as may be required or as they may deem fit and shall not hold KSF (or any of its group companies or its/their agents/ representatives) liable for use/sharing of this information.

10.2. KSF shall, as it may deem appropriate and necessary, be entitled to disclose all or any:

- (i) information and data relating to the Borrower/s;
- (ii) information or data relating to the Loan, Loan Terms, Loan Documents;
- (iii) obligations assumed/to be assumed by the Borrower/s in relation to the Loan under the Loan Terms, the Loan Documents or any other securities furnished by the Borrower/s for any other credit loan granted/to be granted by KSF;
- (iv) default, if any, committed by the Borrower/s in discharge of the aforesaid obligations, to any Credit Information Companies and any other agency authorised in this behalf by the RBI. Any other agency so authorised may use and/or process the aforesaid information and data disclosed by KSF in any manner as deemed fit by them.

10.3. KSF, its officers and agents, shall, as it may deem appropriate and necessary, be entitled to disclose information relating to the Borrower/s and Borrower/s' Loan account and or dealing relationship(s) with KSF including but not limited to details of any facilities, any security taken, transactions undertaken with KSF to:

- i. Professional advisors and service providers of KSF;
- ii. any actual or potential assignee, transferee, participant or sub-participant in relation to any of KSF's right or obligation under any agreement.
- iii. any rating agency, insurer or direct or indirect provider of credit protection or financial support for purposes in connection with services provided to or be provided by KSF.

10.4. The Borrower/s expressly recognize/s and accepts that KSF shall, without prejudice to its rights to perform such activities either itself or through its officers or servants be absolutely entitled and have full power and authority to appoint one or more third parties of KSF's choice and to transfer or delegate to such third parties the right and authority to take all acts/steps as are necessary for KSF to take in order to monitor the Loan and the Borrower/s' Dues and/or to recover /receive amounts due to KSF or collect on behalf of KSF all unpaid amounts under the Loan Terms and to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto including attending the office or residence of the Borrower/s, receiving the amounts due and generally performing all lawful acts as the third party may consider appropriate for such purpose and that KSF shall be at all times, be entitled to share with any such third party/ other person that may thus be appointed by KSF, all documents, statements of accounts and other information of whatsoever nature pertaining to the Borrower and/or the Loan. KSF shall be entitled at the sole risk and cost of the Borrower/s to engage one or more person(s) to collect the Borrower's dues and shall further be entitled to share such information, facts and figures pertaining to the Borrower as KSF deems fit. KSF may also delegate to such person(s) the right and authority to

perform and execute all such acts, deeds, matters and things connected herewith, or incidental thereto, as the KSF may deem fit. The Borrower/s recognizes, accepts and consents to such delegation.

11. OTHER AGREED TERMS

11.1. The Borrower/s' Dues shall not be revoked or cancelled or affected by the death, dissolution, insolvency or winding up of the Borrower/s or any third party, and KSF shall be entitled to act upon and enforce all of its rights (including right to enforce Repayment Instruments towards payment of Amount Due) pursuant to, and in accordance with, the Loan Terms and the Loan Documents executed by the Borrower/s and/or any other persons to/in favour of KSF.

11.2. The parties hereto confirm and acknowledge that, Application Form, all the related documents, constitute the entire agreement between them and shall supersede and override all previous communications, either oral or written, between the parties with respect to the subject matter of the Application Form, and no agreement or understanding varying or extending the same shall be binding upon any Party hereto unless arising out of the specific provisions of Application Form.

11.3. The entries made in the accounts / account books / records of KSF maintained in accordance with its usual practice and in compliance with the statutory requirements and/or any statement signed by a designated officer of KSF with respect to the Borrower/s' Dues, shall be final and binding on the Borrower/s. Such entries and/or statements shall be conclusive evidence of the existence and amount of outstanding obligations of the Borrower/s as therein recorded in respect of the Loan and the Borrower/s' Dues. Any unbanked / unused cheques of the Borrower(s) as issued in favour of KSF with regard to the loan and presently in custody of KSF will be cancelled and/or destroyed immediately after closure of the loan either by way of maturity or prepayment of loan and/or otherwise without any further notice.

11.4. All notices or other communications under or in connection with the Borrower/s' Dues and/or the Loan Terms shall be given in writing which includes e-mail and mobile communication and, unless otherwise stated may be made by letter or facsimile. Any such notice or other communication will be deemed to be effective: (i) if sent by letter, when delivered personally or if dispatched by post, when recall of the letter is outside the control of the sender; and (ii) if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number). Provided, however, that no notice or communication to KSF shall be effective unless actually received and acknowledged by KSF. Notices or communication may be made to: (i) the Borrower/s' address or facsimile number to which notices are to be sent (as specified in the Application Form), and (ii) KSF's zonal / regional /branch office address or facsimile number (as specified in the Application Form), or to such other address or facsimile number as may be designated by the Borrower/s and KSF in writing to each other. In the event of any failure by the Borrower/s to notify KSF in writing of any changes in his/her/their contact address or details, service of a notice/ correspondence to the address specified in the Application Form or last given by the Borrower/s shall be deemed to be proper and sufficient service on the Borrower/s irrespective of whether or not such notice shall be returned "unserved" to KSF.

11.5. The Borrower/s shall not directly or indirectly assign or transfer all or any of its rights, benefits or obligations under the Loan Terms without the approval of KSF. Notwithstanding, any such assignment or transfer, the Borrower/s shall, unless otherwise notified by KSF, continue to make all payments under the Loan Terms to KSF and all such payments when made to KSF shall constitute a full discharge to the Borrower/s from all its liabilities in respect of such payments, KSF shall have the right (in full or in part) to assign and/or transfer and/or novate its rights or obligations under the Application Form and related documents and/or the outstanding amount or other arrangement for risk sharing, whether with or without recourse to KSF, to one or more banks or any other entity, trust, any association, without any reference or notice to the Borrower.

11.6. KSF may, at any time , without any consent of or reference to the Borrower(s) be entitled to sell, assign, securitize, novate or transfer all or any of its rights, benefits and obligations under the Application Forma and related documents to any person in whole or in parts and in such manner and such terms and conditions as KSF may decide any such sale, assignment or transfer shall

conclusively bind the Borrower/s.

11.7. Borrower expressly understands and acknowledges that KSF shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if KSF has been advised of the possibility of such damages.

11.8. No delay in exercising or omission to exercise any right, power or remedy accruing to KSF upon any default or otherwise under the Loan Terms or the other Loan Documents shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of KSF in respect of any other default.

11.9. The Loan, Loan Terms and the other Loan Documents shall (unless otherwise specified in the Application Form, MITC or any such Loan Document) be governed by and construed in accordance with the laws of India.

11.10. If any controversy or dispute should arise between the parties in performance, interpretation or application of these Standard Terms and Conditions and/or the Loan, the same shall be submitted in arbitration of a single arbitrator to be appointed by KSF. The decision of the sole arbitrator shall be final and binding on the parties to such arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, rules thereunder and amendments thereto. The arbitration proceedings shall be held only at Bangalore unless otherwise decided by KSF. Subject to what is stated hereinabove, it is expressly agreed that the courts at Bangalore, India will have exclusive jurisdiction to try suit/ application in respect of any claims or disputes arising out of or under the terms agreed herein. 11.11. In case the Borrower/s commits any default in payment or repayment of principal amount of the Loan or interest charges due thereon or upon failure to make the repayments upon occurrence of an Event of Default or on the Due Dates for any reason whatsoever, KSF and/or RBI will have an unqualified right to disclose or publish the details of such default along with the name of the Borrower/s and/or its directors/partners/co-applicants, as applicable, as defaulters in such manner and through such media as KSF and/or RBI may, in their absolute discretion, think fit.

11.12. The Borrower/s' liability for repayment of the Borrower/s' Dues shall, in cases where more than one Borrower have jointly applied for the Loan, be joint, several and co-extensive. Where the Borrower/s is an individual doing business as a sole proprietary concern, the Borrower/s shall be solely responsible for the liabilities of the aforesaid concern and will be personally liable for making repayment / payments of all amounts in respect of the Loan to KSF.

11.13. In addition to English version of these Standard Terms and Conditions, the vernacular version translated in the language as mentioned in the MITC, shall also be provided to the Borrower and in case of any inconsistencies between the English version and the vernacular version, the English version shall prevail.

11.14. The Borrower/s confirms that it has taken appropriate advice and waives any defences available under money lending, usury or other laws relating to the charging of interest. Except as otherwise provided herein, all charges and expenses incurred in connection with or related to this Loan shall be paid by the Borrower.

SANCTION LETTER

Date: 14-08-2021

Pooja Lingayat

House num 1/10, Vasundhara nagar north, Bhilai 3, Patan, Durg, Bhilai Charoda, Chhattisgarh, Bhilai Charoda, 490021

Dear Sir / Madam,

Please refer to your loan application **#87R95TA11P68** for a loan facility from Kisetsu Saison Finance (India) Private Limited made through Camden Town Technologies Pvt. Ltd. ("**ZestMoney**") through ZestMoney's technology platform <https://zestmoney.in/>.

We are happy to provide the in-principal approval on the following broad Most Important Terms & Conditions

1	Sanction Amount	INR. 79,000.00 (Rupees Seventy Nine Thousand only) to be disbursed by payment to Upgrad_18m_CI
2	Rate of Interest % p.a. (Annualized)	18.00% declining per year
3	Tenor (Months)	18
4	Availability Period	This loan may be availed by you within 30 (thirty) days from the date of accepting the standard loan terms of the Bank.
5	Repayment Start Date/ Promise Date	05-10-2021
6	Late Payment Fee	Rs. 250/- for each Repayment Date on which the Installment Amount is not paid in full
7	Repayment Details	The principal and interest shall be repaid by paying 5,041.00/month for 18 months.
8	Other Conditions	(i) You can make an early repayment 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 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.

This offer is valid up to 30 working days from the date of issue

This Sanction Letter may not be construed as a binding commitment on us to disburse the above mentioned 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.



Kisetsu Saison Finance (India) Private Limited
CIN: U65999KA2018FTC113783
Address: #496/4, 2nd Floor, 10th Cross, Sadashivanagar,
Bangalore Karnataka-Ka, India 560080.

Kisetsu Saison Finance (India) Private Limited

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