

# LOAN APPLICATION FORM

ACCOUNT TYPE:	SAVING
NAME:	Shekhar Kumar
FATHER/SPOUSE NAME:	Malkhan singh
MOTHER'S NAME:	Omi veavi
DATE OF BIRTH:	
GENDER:	male
MARITAL STATUS:	Married
OCCUPATION:	Others or Above
NATIONALITY:	Indian
RESIDENTIAL STATUS:	PERMANENT
PROOF OF IDENTITY: PAN	PAN
PAN:	
PROOF OF ADDRESS: AADHAR	
ADDRESS TYPE: PERMANENT	
ADDRESS: (ADDRESS RETRIEVED FROM AADHAR )	Tilak puram Kaseru basksar Mawana road , Meerut,Uttar Pradesh,250001
CURRENT ADDRESS:	Tilak puram Kaseru basksar Mawana road , Meerut,Uttar Pradesh,250001
PHONE NUMBER:	7451007618
EMAIL:	
NAME OF BANK:	bank of baroda
BANK A/C NO:	34740100004044
IFSC:	BARB0GANGAN
NAME OF RELATED PERSON:	Sonu
PHONE NUMBER OF RELATED PERSON:	9634132190

## SUMMARY OF THE LOAN TERMS

S. No.	Particulars	Details
1.	LOAN ID / SERIAL NO.	23421571045466429
2.	CITY	Meerut

I understand the terms of the loan to be provide to me Lender if approved as per the internal policies and law shall be as specified below ("Loan"):

PARTICULARS	DETAILS		
<b>Lender:</b>			
<b>Platform:</b>	FlashCash		
<b>Loan Amount:</b>	3000		
<b>Rate of Interest:</b>	36% Per Annum		
<b>Purpose of Loan:</b>	Personal Use		
<b>Fees and Charges:</b>	<b>Processing Fee:</b> 350	<b>Default Charges:</b>	Overdue Charge include 2 parts one-time charge + daily charge
<b>Processing Fees:</b>	<b>Convenience Fee:</b> 150		One- time charge RS 50 RS 100 RS 150 till DPD30 correspond to Loan products RS 3000 RS 6000 RS 8000
<b>Service Charges:</b>			Daily charge RS 20,RS 50, RS 50 per day correspond to Loan products RS 3000 RS 6000 RS 8000
<b>Full Prepayment Charges:</b>			
<b>Part Prepayment Charges:</b>			
<b>Loan Tenure:</b>	15 Days		
<b>Banking Details for disbursal of Loan:</b>	As specified in the form above.		

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

S. No.	Documents from the Applicant and the Co-Applcant (if any)	Status (Tick the box)
1.	PAN Card Number	Provided
2.	Aadhar Card*	Provided
4.	Any other document requested by Lender	Provided

**I / We further acknowledge, understands and agrees that Lender has adopted risk-based pricing, which is arrived by taking into account, broad parameters like the customers financial and credit profile. I understand all the terms listed above and hereby apply for the said Loan to Lender.**

**\*Compulsory Requirement**

## SELF-DECLARATION AND UNDERTAKING:

1. I hereby apply for the Loan facility from the **Lender** as specified above.
2. I represent that the information and details provided in this Application Form and the documents submitted by me are true, correct and that I have not withheld any information.
3. I have read and understood the fees and charges applicable to the Loan that I may avail from time to time.
4. I confirm that no insolvency proceedings or suits for recovery of outstanding dues have been initiated and / or are pending against me.
5. I hereby authorize Lender to exchange or share information and details relating to this Application Form its group companies or any third party, as may be required or deemed fit, for the purpose of processing this loan application and/or related offerings or other products / services that I may apply for from time to time.
6. I hereby consent to and authorize Lender to increase or decrease the credit limit assigned to me basis Lender's internal credit policy.
7. By submitting this Application Form, I hereby expressly authorize Lender to send me communications regarding various financial products offered by or from Lender, its group companies and / or third parties through telephone calls / SMSs / emails / post etc. including but not limited to promotional communications. And confirm that I shall not challenge receipt of such communications as unsolicited communication, defined under TRAI Regulations on Unsolicited Commercial Communications under the Do Not Call Registry.
8. I understand and acknowledge that Lender has the absolute discretion, without assigning any reasons to reject my application and that Lender is not liable to provide me a reason for the same.
9. That Lender shall have the right to make disclosure of any information relating to me including personal information, details in relation to Loan, defaults, security, etc. to the Credit Information Bureau of India (CIBIL) and/or any other governmental/regulatory/statutory or private agency / entity, credit bureau, RBI, CKYCR, including publishing the name as part of willful defaulter's list from time to time, as also use for KYC information verification, credit risk analysis, or for other related purposes.
10. I agree and accept that Lender may in its sole discretion, by its self 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. That I have not taken any loan from any other bank/ finance company unless specifically declared by me.
12. That the funds shall be used for the Purpose specified in above and will not be used for speculative or antisocial purpose.
13. I have understood and accepted the late payment and other default charges listed above.
14. I hereby confirm that I contacted Lender for my requirement of personal loan and no representative of Lender has emphasized me directly / indirectly to make this application for the Loan.
15. I hereby confirm having read and understood the Standard Terms and Conditions applicable to this Loan and are signing this Application Form after understanding of each term.

**STANDARD TERMS**  
**(Revolving Credit Facility)**

The Borrower may apply for one or more loans by submitting the Application Form(s) and Lender as specified in the Application Form ("**Lender**") may agree to grant such loan(s) (each a "**Loan**") that are or will be governed by these terms and conditions ("**Standard Terms**") read together with the Application Form(s), Drawdown Request(s) and MITC as exchanged between the parties (together referred to as "**Transaction Document**").

**1. Applicability:**

The Standard Terms set out hereunder, shall if the Application Form so provides, be applicable to the Facility provided by the Lender.

**2. Definitions:**

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

- i. "Access Code(s)" means any authentication mode as approved, specified by the Lender including without limitation combination of user name and password.
- ii. "Account" means the bank account where the Loan disbursement is requested and more specifically provided under the Application Form or Drawdown Request;
- iii. "Application Form" means the loan application form submitted by the Borrower to the Lender for applying and availing of the Facility, together with all other information, particulars, clarifications and declarations, if any, furnished by the Borrower or any other persons from time to time in connection with the Facility;
- iv. "Availability Period" means the period of 11 (eleven) months and 15 (fifteen) days from the date of sanction of the Facility (or such extended date as may be approved by the Lender, in its sole discretion);

- v. "Borrower" means jointly and severally each applicant and co-applicants (if any) and the term shall include their successors and permitted assigns;
- vi. "Business Day" means a day (other than a Saturday or a Sunday) on which banks are open for general business in Mumbai;
- vii. "Default Rate" means the rate provided as such under the Application Form;
- viii. "Drawdown Request" means a request from the Borrower in a form and manner acceptable to the Lender for seeking disbursement of Loan;
- ix. "Drawing Power" means the threshold limit(s) assessed by the Lender, in its sole discretion from time to time which shall be within the overall sanctioned limit and shall determine the amount of drawdown that can be requested by the Borrower at any given time under the Facility;
- x. "Due Date" means such date(s) on which any payment becomes due and payable under the terms of the Transaction Documents (or otherwise);
- xi. "Facility" means a revolving credit facility;
- xii. "Increased Costs" means
  - a) a reduction in the rate of return from the Loan(s) or on the Lender's overall capital (including as a result of any reduction in the rate of return on capital brought about by more capital being required to be allocated by the Lender)
  - b) any additional or increased cost including provisioning as may be required under or as may be set out in RBI regulations or any other such regulations from time to time; or
  - c) a reduction of any amount due and payable under the Transaction Documents;

- xiii. "Lender" means Lender as specified in Application Form and shall include its successors and assigns;
- xiv. "Loan" means each disbursement made under the Facility;
- xv. "MITC" means the most important terms and conditions reiterated by the Borrower at the time of availing the Facility;
- xvi. "Portal" shall mean such platform or portal as described in the Application Form, if any
- xvii. "Purpose" shall have the same meaning as is provided in the Application Form;
- xviii. "Sanctioning Authority" includes the Reserve Bank of India, Office of Foreign Assets Control of the Department of Treasury of the United States of America, the United Nations Security Council, the European Union, Her Majesty's Treasury of the United Kingdom or any combination of the foregoing;
- xix. "Tenure" means the period provided as such under the Application Form.

2.2. Capitalized terms used in these Standard Terms but not defined herein, shall have the meaning ascribed to such terms under the Application Form or Drawdown Request.

### 3. **Sanction and Disbursement**

- 3.1. The Lender may agree to grant the Facility to the Borrower on the basis of the information and representations provided in the Application Form and other Transaction Documents. The Lender shall not be obliged to provide any written acceptance to the request of the Borrower as contained in the Application Form or any other Transaction Documents, and may do so orally or by disbursement of a Loan (or a part thereof) requested thereunder by the Borrower. Grant of the Facility and acceptance of the Borrower's request shall be at the absolute discretion of the Lender and the Lender shall not be required to notify any rejection of the Application Form to the Borrower

- 3.2. The Borrower may request for disbursement only if (a) no Event of Default or potential event of default has occurred or is continuing, (b) Drawdown Request during the Availability Period for an amount not exceeding the Drawing Power has been submitted by the Borrower and (c) no material adverse event in the opinion of the Lender has occurred.

- 3.3. The Borrower's request for the Facility under the Application Form and each Drawdown Request shall be irrevocable unless rejected by the Lender.

- 3.4. In the event that the Lender accepts the Borrower's request for the Facility and sanctions the Facility, the Lender may, subject to satisfaction of all the conditions precedents, disburse Loans into the Account and the Borrower confirms that the Loan shall be utilized only for the Purpose and subject to the terms under the Transaction Documents.

- 3.5. Any such disbursement made by the Lender into the Account (whether in the name of the Borrower or any third party) shall be a Loan under this Facility. Lender shall not be responsible for any dispute between Borrower and any such third party.

### 4. **Interest and other charges**

- 4.1. The Loan(s) under the Facility shall carry interest at the rate specified in the Transaction Documents.

- 4.2. In case of an Event of Default, Borrower will, to the extent permitted by law, be required to pay interest (before as well as after judgment / award) on the overdue amount to the other party on demand, for the period from (and including) the original Due Date for payment to (but excluding) the date of actual payment, at the Default Rate.

- 4.3. The Borrower acknowledge and agree that (i) the rates of interest specified in the Transaction Documents are reasonable and that they represent genuine pre-estimates of the loss expected to be incurred by the Lender in the

event of non-payment of any monies by the Borrower; 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.

4.4. The Borrower shall bear all Tax including GST , other imposts, costs, charges, fees and duties including stamp duty and relevant registration and filing charges in connection with the Finance Documents(including any differential or additional duties and taxes which may be required pursuant to the provisions of the applicable laws from time to time), as may be levied from time to time by the Government or other authority including those incurred by the Lender in connection with the Facilities.

4.5 In case a credit note is issued, the borrower should adjust its GST Input Tax Credit, within the month in which the discrepancy is communicated. If the same is not rectified by the borrower which results in additional liability for LENDER, the same (tax and interest) will be recoverable by LENDER. Providing correct registration number is the responsibility of the customer and LENDER will not be responsible for verification of GSTIN. In cases where customer fails to furnish GST registration number, the customer will be treated as unregistered.

## **5. Payments:**

5.1. The Borrower shall make each payment under the Transaction Documents on or before the respective Due Date. No Due Date shall exceed the Tenure of the Facility.

5.2. 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.

5.3. All payments shall be made in freely transferable funds without any set off, counter claim or any deduction (except to the extent that the Borrower is required by law to make payment subject to any tax deduction at source

under the applicable law). In case any such deductions are made the Borrower agrees to deliver to the Lender, within the statutory time frame prescribed under the law or 20 (twenty) days of the payment being made, whichever is earlier, satisfactory evidence that the tax has been deducted at source and duly remitted to the appropriate authority.

5.4. Notwithstanding anything to the contrary, the Lender may, at any time, without assigning any reason, cancel the undisbursed portion of the Facility 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 forthwith.

5.5. The Borrower shall make repayment of the principal amount under the Loan(s) in such proportion and periodicity as may be provided in the Transaction Documents or as communicated by the Lender from time to time.

5.6 The Borrower shall not (without the prior approval of the Lender and subject to (i) payment of prepayment premium and (ii) giving a prior written notice, each as may be prescribed by the Lender), prepay the outstanding principal amounts of any of the Loan(s) in full or in part, before the Due Dates.

## **6. Representations and Warranties:**

6.1. The Borrower makes the representations and warranties set out in this Section 6.1 to the Lender, in reliance of which the Lender may grant the Facility:

i. The Borrower has the competence and has obtained all authorizations (which is in full force and effect) to enter into and perform under the Transaction Documents and to carry on its business and operations as it is being or is proposed to be conducted;

ii. The Facility once granted by the Lender under Transaction Documents constitutes legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms;

- iii. The Borrower is in compliance with all laws (including laws relating to environment, social and labour, anti-corruption and anti-money laundering) applicable to the Parties;
  - iv. The entry into, delivery and performance by the Borrower of, and the transactions contemplated by the Transaction Documents, do not and will not conflict: (a) with any law; (b) with the constitutional documents, if any, of the Borrower; or (c) with any document which is binding upon the Borrower or on any of its assets;
  - v. The Borrower has a valid agreement, engagement or arrangement with the Portal which is currently subsisting and the Portal has not blacklisted, delisted, suspend or otherwise terminate the arrangement;
  - vi. Where the accounts are required to be audited under applicable law, the most recent audited accounts of the Borrower: (a) have been prepared in accordance with applicable accounting principles and practices generally accepted and consistently applied; (b) have been duly audited by the auditors in accordance with applicable laws (c) represent a true and fair view of its financial condition as at the date to which they were drawn up, and there has been no material adverse effect since the date on which those accounts were drawn up;
  - vii. Except to the extent disclosed to the Lender, no litigation, arbitration, administrative or other proceedings are pending or threatened against the Borrower or its assets, which, if adversely determined, might have a material adverse effect;
  - viii. (a) All information communicated to or supplied by or on behalf of the Borrower to the Lender from time to time, are true and fair/ true, correct and complete in all respects as on the date on which it was communicated or supplied; and (b) Nothing has occurred since the date of communication or supply of any information to the Lender which renders such information untrue or misleading in any respect;
  - ix. Except to the extent disclosed to the Lender: (a) all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arms' length basis; and (b) No director/ partner/member/trustee, as the case may be, of the Borrower has been declared to be a willful defaulter or a non-cooperative borrower;
  - x. The Borrower is not a specially designated national or otherwise sanctioned, under sanctions (and related laws) promulgated by any Sanctioning Authority; and
  - xi. The Borrower has not taken any action and no other steps have been taken or legal proceedings started by or against it in any court of law/ other authorities for its insolvency, bankruptcy, winding up, dissolution, administration or re- organization or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of the Borrower or of any or all of its assets.
- 6.2. Each of the representations set out in Section 6.1 shall be deemed to be repeated on each day during the Tenure of the Facility.
7. **Covenants:**
- 7.1 The Borrower shall provide all payment mandates including but not limited to electronic clearing service (ECS) or national automated clearing house (NACH) mandate, as and when demanded by the Lender, to the Lender or to any person nominated by the Lender.
- 7.2. Borrower shall ensure that all payment mandates including post-dated cheques, electronic clearing service (ECS) or national automated clearing house (NACH) mandate, if any, provided to the Lender or to any person nominated by the Lender, are honored at all times and such mandates are not altered or amended without prior permission of the Lender.
- 7.3. Borrower shall irrevocably instruct the Portal to deposit/ transfer all sale proceeds pertaining to the Borrower in a designated account of the



Lender. Borrower shall also provide copy of such instruction to the Lender. Borrower also undertakes and agrees that such instruction/ authorization shall not be amended/ withdrawn or varied without prior approval of the Lender. The Borrower acknowledges that the priority of utilization of fund remitted in the designated account of the Lender shall be as referred in Clause 7.20.

- 7.4. Borrower shall permit and facilitate inspection and audit of Borrower's premises, books and statements of accounts and other documents as may be required, for the purposes of the Facility.
- 7.5. The Borrower shall maintain its existence and shall carry on its business and operations in compliance with all applicable laws (including laws relating to environment, social and labour, anti corruption and anti money laundering) applicable to the Parties and with due diligence and efficiency and in accordance with sound technical, financial and managerial standards and business practices.
- 7.6. The Borrower shall ensure that the obligations under the Transaction Documents shall at least rank pari passu with all its unsecured and unsubordinated obligations.
- 7.7. The Borrower shall, within 3 (three) Business Days of demand by the Lender, pay the amount of any Increased Costs incurred by the Lender as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of ) any law or regulation; (ii) compliance with any law or regulation made before or after the date of relevant Loan (including any law or regulation concerning capital adequacy, prudential norms, liquidity, reserve assets or tax) or (iii) in the event of the Lender being called upon to pay any additional amount by its lending agency in terms of their respective financing agreements or (iv) on account of factors beyond the control of the Lender.
- 7.8. The Borrower agrees that it shall indemnify and hold harmless the Lender, to the fullest extent

permitted by applicable law, for all losses and liabilities (including due to claims by a third party), incurred by the Lender as a result of any breach by it of any Transaction Documents.

- 7.9. Borrower shall submit the details of financials, sales details, stock and book debts statement on such periodicity as required by the Lender.
- 7.10. Borrower shall promptly provide upon request of the Lender any further document/information as may be required by the Lender.
- 7.11. Borrower undertakes to ensure that all information provided in the Application Form(s) shall remain true at all times during the Tenure of the Facility.
- 7.12. The Borrower shall utilize the Facility for the Purpose only.
- 7.13. The Borrower shall not:
  - i. use the fund for purchase of gold in any form, (including primary gold, gold bullion, gold jewellery, gold coins, units of gold exchange traded funds (ETF) and units of gold mutual funds).
  - ii. directly or indirectly: (a) use the Facility in any transaction with or for the purpose of financing the activities of, any person/country currently subject to any sanctions by Sanctioning Authority; and (b) take part in or financing any activity, production, use of, trade in, distribution of, or otherwise involved in any exclusion-list; and
  - iii. directly or indirectly, make or offer any payment, gift or other advantage which is intended to, or does, influence or reward any person (whether or not they are in the public sector) for acting in breach of an expectation of good faith, impartiality or trust or otherwise performing their function improperly.
- 7.14. The Borrower shall provide end use certificate in a form and manner satisfactory to the Lender.
- 7.15. The Borrower shall put in place appropriate procedures and policies to restrict its employees,

consultants or other agents from causing breach of any conditions, covenants or undertakings under these Standard Terms including laws relating to environment, social and labour, anti corruption and anti money laundering.

- 7.16. The Borrower shall promptly notify the Lender in writing upon occurrence of any breach of Covenant or representation or occurrence of Event of Default and the steps, if any, being taken to remedy it.
- 7.17. The Borrower shall from time to time, if required by the Lender, provide additional security, in a form and manner satisfactory to the Lender.
- 7.18. The Borrower shall promptly notify the Lender of any breach of any representations, warranties, covenants, undertakings or any other terms of these Standard Terms together with the steps taken to remedy it. Upon the breach being reported, the Lender may, without prejudice to any of its rights under law or contract, in its sole discretion recommend implementation of corrective measures to remedy such breach in a form, manner and time as may be necessary or desirable to the Lender.
- 7.19. The Borrower shall ensure that throughout the Tenure of the Facility a valid agreement, engagement or arrangement with the Portal shall subsist and the Portal has not blacklisted/delisted/suspended or otherwise terminated such arrangement.
- 7.20. Notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable law or anything contained in the Transaction Documents, the amounts repaid by the Borrower shall be appropriated first towards cost, charges and expenses and other monies; secondly towards interest on cost charges and expenses and other monies; thirdly towards interest on the delayed payments; fourthly towards interest payable under the Transaction Documents and lastly towards repayment of any principal amounts.

8. **Negative Covenants:**

8.1. The Borrower hereby covenants and agrees that without the prior written approval of the Lender, the Borrower shall not:

- i. Undertake or permit any merger, de-merger, or consolidation or rearrangement 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;
- ii. declare or pay any dividend or authorize or make any distribution to its shareholders / members / partners or permit withdrawal of amounts brought in:(a) unless it has paid all the dues in respect of the Facility up to the date on which the dividend is proposed to be declared or paid/ such distribution is to be made, or has made provisions therefore satisfactory to the Lender, or (b) if an Event of Default has occurred and is subsisting or would occur as a result of such declaration or payment of dividend or authorization or making of distribution;
- iii. pay any commission to its promoters, directors, managers or other persons for furnishing guarantees, counter guarantees or indemnities or for undertaking any other liability in connection with the Facility; and
- iv. undertake or permit to sell any undertaking or any substantial assets of the Borrower to any person.

9. **Cancellation:**

- 9.1. The Lender reserves the unconditional right to cancel the limits sanctioned without giving any prior notice to the Borrower, on the occurrence of any one or more of the following:
- i. in case the Facility (in full or in part) is not disbursed; or
  - ii. in case of deterioration in the creditworthiness of the Borrower (as determined by the Lender) in any manner whatsoever; or
  - iii. in case of non-compliance of the Transaction Documents.

10. **Event of Default:** The Borrower shall be deemed to have committed default on the occurrence of, inter-alia but not limited to, any one or more of the following events (hereinafter referred to as "Event of Default"):
- 10.1 Default has occurred in the payment of any monies in respect of the Facility (whether at stated Due Date, by acceleration or otherwise) under the terms of the Transaction Documents.
- 10.2 Default (other than a payment default) has occurred in the performance of any covenant, condition, agreement or obligation on the part of the Borrower under the Transaction Documents and such default has continued for a period of 10 (ten) days after notice in writing thereof has been given to the Borrower or as the case may be, to such other person, by the Lender (except where the Lender is of the opinion that such default is incapable of remedy, in which event, no notice shall be required).
- 10.3. The Borrower has, or there is a reasonable apprehension that the Borrower would, voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law, or is voluntarily or involuntarily dissolved, or declared insolvent, or if the Borrower has taken or suffered to be taken any action for its re- organization, liquidation or dissolution or if a receiver or liquidator or a similar official has been appointed or allowed to be appointed in respect of all or any part of the assets of the Borrower or if an attachment or distraint 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 or if one or more judgments or decrees have been rendered or entered against the Borrower and such judgments or decrees are not vacated, discharged or stayed for a period of 30(thirty) days, and such judgments or decrees involve in the aggregate, a liability which could have a material adverse effect.
- 10.4 Death of any Borrower, or the change of constitution of the Borrower without the consent of the Lender
- 10.5 Breach of any representation, warranty, declaration or confirmation made or deemed to be made under the Transaction Documents.
- 10.6 The Borrower is unable or has admitted in writing its inability to pay any of its indebtedness as and when they mature or become due.
- 10.7 If the Borrower ceases or threatens to cease to carry on any of its businesses in its current form which could have a material adverse effect.
- 10.8 The security, if any, for the Facility is in jeopardy or ceases to have effect.
- 10.9 Any person acting singularly or with any other person (either directly or indirectly) acquires control of the Borrower, without the approval of the Lender.
- 10.10 It is or becomes unlawful for any Borrower to perform any of its obligations under the Transaction Documents.
- 10.11 An event of default howsoever described (or any event which with the giving of notice, lapse of time, determination of materiality or fulfillment of any other applicable condition or any combination of the foregoing would constitute an event of default) occurs under any agreement or any indebtedness of the Borrower or becomes capable at such time of being declared, due and payable under such agreements before it would otherwise have been due and payable.
- 10.12 One or more events, conditions or circumstances (including any change in law) shall occur or exist which could have a material adverse effect.
- 10.13 The Borrower shall promptly notify the Lender in writing upon becoming aware of any default and the steps, if any, being taken to remedy it.

10.14. Lender may appoint a third party to collect the outstanding dues, or on its own initiate the proceedings of collecting the Outstanding dues

**11. Consequences of Event of Default:**

11.1. Upon occurrence of any Event of Default, the Lender shall be entitled at its absolute discretion to inter alia:

- i. Call upon the Borrower to pay forthwith the outstanding balance of the Facility together with interest and all sums payable by the Borrower to the Lender;
- ii. Call upon the Borrower to pay all claims, costs, losses and expenses that may be incurred by the Lender because of any act or default on the part of the Borrower with respect to the Facility and/or for the recovery of the outstanding dues (including legal/attorney fee) and/or on account of failure of the Borrower of any of the terms and conditions under the Transaction Documents;
- iii. Enforce any rights available to it under any law or contract.

**12. Miscellaneous:**

**12.1. Online Transactions:**

- i. For ease of operation of the Borrower, Borrower shall have the option of applying for further facilities provided by the Lender using online secure platforms as may be specified by the Lender (hereinafter referred to as "Online Facility"). The Facility shall be extended to the Borrower subject to the Borrower complying with the Lender's credit parameters and submitting all documents/information as may be required by Lender in such form as may be specified by the Lender from time to time. Lender may in its sole discretion reject the application for the facility/loan by the Borrower.
- ii. It shall be the sole responsibility of the Borrower to ensure that the Access Codes are not compromised or shared with any unauthorized users.

iii. 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 the Lender from time to time) at all times during the tenure of such Facility.

iv. The Lender 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 Codes.

v. All the records of the Lender 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 the Lender 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.

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

vii. Borrower acknowledges and accepts that the Lender 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.

**12.2. Notices**

Any notice or request to be given or made by a party to the other shall be in writing. Such notice or request shall be deemed to have been duly received by the party to whom it is addressed if it is given or made at the address specified below or at such other address as may be agreed from time to time:

**For the Lender:**

Registered office at Registered Address specified in the Application Form.

**For the Borrower:**

The address as stated in the Application Form.

The Lender may also agree to act on the basis of request made via registered email address of the Borrower.

Provided however that a notice or communication to any Borrower shall be deemed to be a notice or communication to other Borrower(s).

12.3. Any and all claims and disputes arising out of or in connection with the Transaction Documents or its performance shall be settled by arbitration by a single arbitrator to be appointed by the Lender. The venue of arbitration shall be in Mumbai. The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re enactment thereof for the time being in force and the award of such arbitrator shall be final and binding upon the Borrower and the Lender.

12.4. The Lender shall, without prejudice to any of its specific rights under any other agreements with the Borrower, at its sole discretion, be at liberty to apply any other money, amounts, securities and other property of the Borrower (whether singly or jointly with another or others) in possession of the Lender or any of its subsidiary/ affiliate/ associate company in or towards payment of the dues under Facility granted under the Transaction Documents. The borrower can avail Online Facility on the Portal.

12.5. The Lender shall be entitled at the sole risk and cost of the Borrower 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 the Lender deems fit. The Lender 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 Lender

may deems fit. The Borrower recognizes, accepts and consents to such delegation.

12.6. The Lender shall have the right to disclose or publish any information regarding the Borrower or guarantor(s) (if any) and any information and documents that they might possess from time to time to:

- i. any of its branches or with other banks, financial institutions, Credit Information Bureau of India Limited, credit reference or rating agencies/bureaus or other individuals/entities either in response to their credit inquiries directed to the Lender or in the event of the Borrower not complying with any terms and conditions herein or otherwise;
- ii. the Reserve Bank of India and/or any other statutory authority or official of the Government of India or that of any other state.

12.7. The Borrower shall not assign or transfer all or any of its rights, benefits or obligations under the Transaction Documents. The Lender may, at any time, assign or transfer all or any of its rights, benefits and obligations under the Transaction Documents.

12.8. In case of default committed by the Borrower, the Lender may also disclose and publish the information about the Borrower and its default with the Lender in the public domain including through social media.

12.9. The Borrower acknowledges that the Lender has or may have business and other transactions with third parties (including those who are in the business of manufacturing, supplying or otherwise dealing with any asset being financed by the proceeds of this Facility) and hereby waives any conflict of interest that it may have on such arrangement. Further, the Borrower acknowledges that any contract or arrangement between the Lender and such third parties are independent of these Standard Terms.

12.10. The Lender reserves the right to amend the terms of these Standard Terms (except amendment to Rate of Interest) by intimating the same to the Borrower. Rate of Interest shall

not be changed without prior consent of the  
Borrower.

To  
Lender

**SUB:DRAWDOWN REQUEST**

1. Capitalized terms used hereunder shall have the meaning ascribed to it under the application form dated 14/10/2019(DD/MM/YYYY)for grant of a 'Digital Finance- Revolving Credit Fixed Term (EMI) (the 'Application Form') and the Standard Terms as referred therein.

2. I hereby request a Loan of `3000/- (Rupees3000 only) in the below mentioned Account :

<b>Name of the Beneficiary</b>	Shekhar Kumar
<b>Name of the Bank</b>	bank of baroda
<b>Account Hoder Name</b>	Shekhar Kumar
<b>Account number</b>	34740100004044
<b>Type of Account</b>	Savings Current CashCredit OD
<b>ISFC Code</b>	BARB0GANGAN

3. I hereby confirm that no Event of Default or potential event of default has occurred or is continuing.
4. This Drawdown Request is irrevocable. I shall not refuse to accept disbursement of the Loan, except with approval of the Lender.

I hereby confirm that I authorize Lender to deduct Processing Fee of ` Rs.350 /- from the disbursal amount mentioned above

I hereby confirm that I authorize Lender to deduct Insurance Premium payable of `150 /- from the disbursal amount mentioned above and transfer it to the insurer.

Yours faithfully,  
Shekhar Kumar

**ANNEXURE A**  
**THE MOST IMPORTANT TERMS AND CONDITIONS – MITC**

1. We refer to the application form dated 14/10/2019(DD/MM/YYYY) ('Application Form') for grant of the Loan described below.
2. Capitalized terms used but not defined hereunder shall have the meaning ascribed to the term in other Transaction Documents.
3. The Borrower acknowledges and confirms that the below mentioned are the most important terms and conditions in the application for the Loan (and which would apply to the Borrower in respect of the Loan, if the request for the Loan is accepted by the Lender) and they shall be read in conjunction with the Application Form(s), drawdown request(s) and the Standard Terms):

<b>Borrower</b>	
<b>Facility</b>	JCFLASH TECHNOLOGIES PRIVATE LIMITED
<b>Facility Type</b>	
<b>Max Amount Sanctioned</b>	RS.20000
<b>Purpose</b>	Personal Use
<b>Tenure</b>	15
<b>Rate of Interest ( p.a %)</b>	36% Per Annum
<b>EMI Amount</b>	
<b>Repayment</b>	to be generated
<b>Risk Category</b>	Low
<b>Loan Amount</b>	3000

4. The Borrower understands that the Lender has adopted risk-based pricing, which is arrived by taking into account, broad parameters like the customers financial and credit profile. Further, the Borrower acknowledges and confirms that the Lender shall have the discretion to change prospectively the rate of interest and other charges applicable to the Loan.
5. The Borrower acknowledges and confirms having received a copy of each Transaction Document and agrees that this letter is a Transaction Document.

ACKNOWLEDGEMENT: Lender acknowledges receipt of your Application Form together with the Standard Term We will revert within 5 working days subject to furnishing the necessary documents to Lender's satisfaction.

Date: 14/10/2019. Sign:



**User's selfie**