PERSONAL LOAN AGREEMENT

This **PERSONAL LOAN AGREEMENT**("Agreement") entered on the date, at the place and among the parties set out in Schedule I (Details of the Parties).

WHEREAS

A. The Parties are desirous of entering into an arrangement whereby:
   1. CapFloat Financial Services Private Limited (Formerly Zen Lefin Private Limited), a company incorporated under the Companies Act, 1956, registered as a non-deposit taking, non-banking financial company with the Reserve Bank of India having its registered office at New No. 3 (Old No. 211) Gokaldas Platinum, Upper Palace Orchards, Bellary Road, Sadashivanagar, Bangalore Karnataka 560080 India and principal place of business at, No.136, Shyamala Towers, 6th Floor, East Wing, Arcot Road, Saligramam, Chennai - 600093, Tamilnadu. (hereinafter referred to as "axio" which term shall include its successors and assigns); and
   2. Aditya Birla Finance Limited, a company incorporated under the Companies Act, 2013, registered as a non- deposit taking, non-banking financial company with the Reserve Bank of India having its registered office at One Indiabulls Centre, Tower 1, 18th Floor, Jupiter Mill Compound 841, Senapati Bapat Marg,Elphinstone Road, Mumbai 400 013 (hereinafter referred to as "ABFL" or "Lender 2" which term shall include its successors and assigns)

   (axio and ABFL are collectively referred to as "Lenders" and individually as a "Lender") shall provide a Financial Facility to the Borrower for the personal needs / use of the Borrower as declared in Schedule II.

B. Now the Parties to the Agreement have agreed to the following terms and conditions for disbursement / availing of the Loan.

1. **FACILITY**

   1. **Facility**

      Lenders, at the request of the Borrower agrees to lend to the Borrower, and the Borrower agrees to borrow from Lenders, the Facility is to the extent of the total sanctioned amount during the Availability Period on the basis of and subject to the conditions, terms and covenants set out in this Agreement and the Schedules, including but not limited to Schedule II (Terms of the Facility).

   2. **Purpose**

      The Borrower agrees and acknowledges that he/she shall apply the proceeds of each disbursement towards the End Use as declared in Schedule II. The key terms of the Facility are set out in Schedule II (Terms of the Facility).

2. **TERMS OF DISBURSEMENT**

   1. **Availability**

      The Borrower shall be entitled to request a disbursement of the Facility Amount for each Facility in multiple tranches (each, a "Loan") during the Availability Period subject to the Borrower complying with the provisions of this Agreement and to the satisfaction of Lenders.

   2. **Right to Refuse Disbursement**

      Notwithstanding anything contained in this Agreement, Lenders shall have the sole right, to refuse disbursement of the Facility / Loan.

   3. **Cooling Off Period**

      During the Cooling-Off period, the Borrower can exit the Loan by paying the principal and the proportionate Annual Percentage Rate without any penalty, however in order to be eligible to return/cancel the Loan amount during the Cooling- off period.

3. **CONDITIONS PRECEDENT**

   1. **Conditions Precedent to the Loan**

      The disbursement of the Loan shall be subject to the fulfillment of the conditions set forth in a manner satisfactory to Lenders.

      a. Receipt of all approval of third parties, including creditors of the Borrower for availing any of Loan on the terms and conditions as contained in this Agreement;
      b. Completion of the due diligence and the Know Your Customer checks on the Borrower by Lenders;

c. To provide Lenders with the Bank Account details of the Borrower for the purpose of repayment of the loan / EMI as and when demanded by Lenders;

d. Issuance and delivery of cheques/NACH/DDM/SI for repayment of the loan in the manner set out in the Schedule III;

e. Any other condition as may be stipulated by Lenders including completion of the due diligence and "Know Your Customer" checks on the Borrower by Lenders.

f. The borrower is at least 21 years of age and has an annual household income greater than INR 3 lacs.

5. **INTEREST**

1. **Interest**

The Borrower shall be liable to pay the Interest with respect to each Loan. Provided that, the Borrower shall jointly and severally be liable to pay any further amounts that become due towards Interest.

2. **Penal Charges**

If the Borrower fails to pay any amount payable by it under this Agreement on its Due Date, Penal Charges shall accrue on a daily basis on such amount from the Due Date or Repayment Date, as applicable, up to the date of actual payment and shall be liable for payment on demand by Lenders. The Penal Charges payable during and after the Extended Period shall be as set out in Schedule II (Terms of Facility) of this Agreement.

3. **General**

a. The Borrower acknowledges that any sums, Interest, fees or premium, default amounts including the Penal Charges, are: (i) reasonable and that they represent genuine pre-estimates of the loss incurred by Lenders in the respective events of non-compliance by the Borrower and are not penal in nature, and (ii) exclusive of all Taxes and statutory payments (each of which shall be to the account of the Borrower).

5. **REPAYMENT**

1. **Repayment**

The Borrower shall be liable to repay the Loan in accordance with the Repayment Schedule.

2. **CHEQUE / NACH / DDM / SI**

The Borrower covenants with Lenders that it shall simultaneously with the execution of this Agreement issue to Lenders, Undated Cheques and Post Dated Cheques and / or NACH / e-NACH / DDM / SI for repayment of the relevant Repayment Installment and the Interest thereon and deliver the same to Lenders in a form and manner satisfactory to Lenders. The Borrower confirms and acknowledges that the Facility is being extended on the basis of the Undated Cheques and Post Dated Cheques and / or NACH / e-NACH / Standing Instruction / Direct Debit Mandate. Lenders shall be entitled to present & encash, the corresponding Post Dated Cheques and / or NACH / e-NACH / Standing Instruction / Direct Debit Mandate or any other form of debit allowed by the bank, on each Repayment Date in accordance with the Repayment Schedule towards the repayment of the corresponding Repayment Installment of the Facility or until realization of the Outstanding dues of the borrower. Upon encashment of the Post Dated Cheques and / or NACH / e-
NACH/ Standing Instruction / Direct Debit Mandate or any other form of debit allowed by the bank on the relevant Repayment Date and the repayment of all outstandings due as on the relevant Repayment Date, the balance Receivables standing to the credit of the Designated/Virtual Account as on the Repayment Date, shall be transferred to the account specified by the Borrower for deposit of such Receivables.

3. **Appropriation**

Any amounts due and payable by the Borrower under this Agreement shall be appropriated by Lenders towards such dues in the following order:

a. firstly, interest and other monies due and payable to Lenders;

b. secondly, principal outstanding other monies due and payable to Lenders;

c. thirdly, Penal Charges under Clause 4.2 (Penal Charges);

4. **On Demand Facility**

If the amounts that are due are not deposited in the relevant Designated Account on or before the relevant Due Date, Lenders shall have the right to seek full and final repayment of the Outstanding Amount on demand from the Borrower (which shall immediately make such payments), with the payment of Penal Charges and any further costs, charges etc associated thereto.

5. **Payment Default**

If Lenders does not receive any amounts due, on or before the Due Date, the Borrower shall be deemed to have committed an Event of Default under Clause 10 (Events of Default), and the Borrower shall pay, the Penal Charges, from the Due Date till the date on which actual payment of the said amount is made.

6. **Obligation to Ensure Payments**

Any and all disputes between the Parties in relation to or arising out of this Agreement shall not affect the Borrower's obligation to ensure payment to and receipt by Lenders of amounts due and payable under this Agreement, from time to time.

7. **Payment Settlement**

Any and all payments contemplated under this Agreement shall be made through the Real Time Gross Settlement (RTGS) or NACH / e-NACH / DDM / SI or any other system of fund transfer as desired by Lenders.

8. **Prepayment**

Unless otherwise specified in Schedule II (Terms of the Facility), the Borrower shall be entitled to prepay the Loan or any part of the Loan prior to the relevant Repayment Date by paying the Prepayment Charges to Lenders.

6. **FEES**

Lenders shall be entitled to receive the Processing Fees towards processing of Loan and costs from the Borrower in accordance with the fee communicated by the lenders to the Borrower.

7. **OUTSOURCING BY Lenders**

The Parties acknowledge and agree that Lenders shall have the right to engage, at any time and from time to time, the services of third parties for the purpose of collection / recovery of any and all amounts outstanding and due and payable to Lenders under the terms of this Agreement or performing the obligations prescribed under this Agreement, at the cost of the Borrower.

8. **REPRESENTATIONS AND WARRANTIES**

The Borrower make the representations and warranties set out in this Clause 8 to Lenders on the date of this Agreement and on each Repetition Date (by reference to the facts and circumstances then existing on each Repetition Date).

1. **Status**

   a. The Borrower is a resident and Citizen of India and has the power, competence and financial solvency to execute this Agreement and perform his/her/its obligations under this Agreement.

   b. The Borrower hereby represents that the financial facility obtained is for personal use only and that the same shall not be used for any unlawful activities.

   c. The provisions of these Terms and Conditions, when accepted, will constitute, legal, valid and binding obligations on the borrower that will be enforceable in accordance with their respective terms.

2. **Non-conflict with other obligations**

The entry into this Agreement by the Borrower, and the performance of the transactions contemplated by this Agreement by the Borrower, do not and will not conflict with:

   a. any Applicable Law; or

   b. any agreement or instrument binding upon it or any of its assets, nor will result in the existence of, or oblige it to create, any security over any of its assets.

3. **Power and Authority**

The Borrower has the power to enter into, perform and deliver, and has taken all necessary action to authorize his/her/its entry into, performance and delivery of, this Agreement and the transactions contemplated hereunder.

4. **No default or misleading information**

   a. No Event of Default is continuing or might be expected to result from the making of any Disbursement.

b. No other event or circumstance is outstanding which constitutes or shall constitute a default under any other agreement or instrument which is binding on the Borrower or to which the assets of the Borrower is/are subject to and which might have a material adverse effect on the Borrower.

c. All factual information contained in, provided by the Borrower in connection with the Loan or this Agreement is true, complete and accurate in all respects as at the date it was provided or as at the date (if any) at which it is stated and is not misleading in any respect.

d. The borrower agrees and confirms that there is no change in the information, in the KYC, if any, available with Lenders and the same can be used by the lenders for this facility

5. **Financial statements**

a. The financial statements of the Borrower provided to Lenders give a true and fair view and fairly represent the Borrower's financial condition and operations as at the end of and for the relevant financial year.

6. **No proceedings pending or threatened**

No litigation, arbitration, investigative or administrative proceedings of or before any court, arbitral body or agency or proceedings have been started or threatened against the Borrower.

7. **No immunity**

a. Neither the Borrower nor any of his/her/its assets is/are entitled to immunity from suit, execution, attachment or other legal process in India.

8. **Relating to Money Lenders**

a. The transaction entered into between Lenders and the Borrowers under this agreement is not an advance and purely a loan.

b. No Borrower is a director or relative of any director or Senior Officer in the Lenders' organisation, and no partner or member or trustee of the Lenders' organisation holds substantial interest in the Borrower. No Relative (as specified by RBI) of a Chairman/Managing Director or Director of Lender's organisation or a relative of senior officer (as specified by RBI) of Lender's organisation holds substantial interest or is interested as a guarantor of the Borrower.

9. **Insurances**

a. The Lending Service Provider may offer an add-on insurance product on its platform. It is to be noted that the insurance product offered by the Lending Service Provider is not part of the loan and the Borrower shall have the option and not an obligation to avail the insurance product.

b. All insurances which are required to be maintained or effected by the Borrower are in full force and effect and no event or circumstance has occurred, nor has there been any omission to disclose a fact, which would in either case entitle any insurer to avoid or otherwise reduce its liability under any policy relating to the insurances.

c. The pre-EMI interest (including the post disbursal until loan start period), insurance premium, documentation charges (if any) transaction/processing charges, and/or any other charges under or in connection with the Loan will be deducted from the loan and only the net amount of the loan after deduction of such fees/premium and/or charges shall be disbursed to the Borrower Designated Account as mentioned in Annexure - I.

d. The Borrower agrees that the Lending Service Provider shall deduct the insurance premium/charges from the disbursement amount and pay the amount to the insurer/insurance company as disclosed in the platform.

e. The Borrower further understands that the Lenders and the Lending Service Provider shall not be responsible for any insurance product or with regard to any terms and conditions of the insurance policies/products that is availed by the Borrower from the insurer/insurance company.

10. **Ranking**

a. The Borrower's payment obligations under this Agreement are at least pari passu with the claims of all its other unsecured creditors (both present and future), except for obligations mandatorily preferred by Applicable Law.

9. **COVENANTS**

The undertakings and covenants in this Clause 9, (as applicable) remain in force from the date of this Agreement for so long as any amount remains outstanding under this Agreement.

1. **Positive Covenants**

The Borrower covenants and undertakes that, during the entire term of the Agreement:

a. **End Use**

The Borrower shall utilize the Facility Amount only for the End Use as covenanted herein and for no other purpose whatsoever.

b. **Payment Obligations**

i. The Borrower shall ensure payment of the Loans and Interest and all monies owing to Lenders under this Agreement, according to the terms hereof. The Borrower shall be liable to repay the entire loan amount along with applicable interest, Penal Charges, late payment fees, overdue charges, penalties etc., irrespective of the fact whether the purpose for which the loan facility so availed by the Borrower is/are being successful or unsuccessful.

ii. The Borrower covenants and agrees to pay such number of EMIs in advance to Lenders and as and when demanded by Lenders mentioned in Schedule II herein

c. **Information Covenants**

The Borrower shall promptly inform Lenders of:

i. Any litigation, arbitration or other proceedings which may affect the Borrower, forthwith upon the same being instituted or threatened by any person whatsoever including if making a claim for money against the Borrower, or enforcing against the Borrower any guarantee or indemnity given by the Borrower;

ii. Occurrence of any Event of Default or of the occurrence of an event which, with the passage of time or the giving of notice would become an Event of Default, and also, where applicable, of the steps being taken to remedy the same, and will, from time to time, if so requested by Lenders, confirm to Lenders in writing that save as otherwise stated in such information, no default has occurred and/or is continuing;

iii. Any change in particulars of the Borrower, inter alia, KYC documents, change in office addresses, email address and telephone number;

iv. Any distress or other process of court being taken against the Borrower's premises and/or property and/or assets; and

d. **Taxes**

The Borrower shall bear and pay the interest tax, service tax, all other imposts, duties (including any stamp duty and relevant registration and fling charges payable, if applicable) and taxes (of any description whatsoever) as may be levied from time to time by any governmental authority in accordance with the Applicable Law or other authority in respect of or in connection with the Loan. The Borrower shall also pay all costs, charges, fees, expenses in any way incurred by Lenders, and such stamp duty, other duties, taxes, charges and penalties if and when the Borrower is required to pay according to the Applicable Laws. In the event of the Borrower failing to pay the monies referred to above, the same shall constitute an Event of Default.

e. **Access to Borrower Information**

a. The Borrower has also given to the Lenders the unconditional and irrevocable consent to access the Borrower's credit information and such other information, financial or otherwise, as required from time to time;

b. The Borrower shall provide all necessary co-operation and assistance to the Lenders, as may be requested from time to time, for retrieving any information that the Lender may require from any governmental authority or otherwise;

c. The Borrower hereby agrees, confirms and undertakes that:

i. The Lenders shall, as deemed appropriate and necessary, be entitled to disclose all or any: (A) information and data relating to the Borrower; (B) information or data relating to the Loan or any other credit facility(ies) availed / to be availed by the Borrower; (C) obligations assumed / to be assumed by the Lenders in relation to the Loan; (D) default, if any, committed by the Borrower in discharge of the aforesaid obligations, to any agency/credit bureau (the "Agency") authorised in this behalf by RBI;

ii. The Agency so authorised may use, process the aforesaid information and data disclosed by the Lenders in the manner as deemed fit by it; and iii. The Agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by it, to banks / financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf.

2. **Negative Covenants**

The Borrower covenants and undertakes that, during the entire term of the Agreement, the Borrower shall not without the prior consent of Lenders:

a. Do or omit to Do or omit to do and not permit any act, matter or thing which would cause any of the representations and warranties, under this Agreement, if repeated immediately prior to any disbursement of any of the Loan, to be untrue, inaccurate, incapable of being performed or misleading and immediately notify Lenders in writing of any such fact or circumstance which might cause any of the representations and warranties set forth in Clauses 8 (Representations and Warranties) and 9 (Covenants) to be untrue or misleading, incapable of being performed or of any material adverse effect which may occur in relation to the Borrower.

10. **BORROWER'S UNDERTAKINGS**

The Borrower hereby agrees that the sanction terms and conditions shall be treated as part and parcel of this Agreement. In consideration of the Lenders agreeing to grant / disburse the Loan Amount agrees and undertakes that:

1. The Borrower hereby agrees to provide such documents as may be requested by the Lenders from time to time;
2. The Borrower hereby agrees to keep each of the Lenders fully indemnified against all damage, loss, costs and expenses arising out of breach of terms and conditions which is solely attributable to the Borrower;
3. The borrower shall pay on demand and indemnify Lenders and Lenders against, any cost, loss or liability that the Lenders and Lenders in relation to all stamp duty, registration and other similar taxes and levies payable in respect of this Agreement and any other agreement required to be executed pursuant to this Agreement;
4. The Borrower shall, without prejudice to any other right of Lender, indemnify and keep indemnified and hold Lender, its officer/employees/agents/affiliates harmless against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs expenses or disbursements of any kind or nature whatsoever (including without limitation, fees and disbursements of lawyers) which may be imposed on, incurred by, or asserted against Lender in any claim, litigation, proceeding or investigation instituted or conducted by any governmental agency or instrumentality or any person or entity, and which are related directly or indirectly to this Agreement or any document executed pursuant hereto, whether or not Lender is a party thereto, and shall pay and reimburse to Lender, without any dispute or demure any losses, costs, charges or expenses which Lender shall certify as sustained or suffered or incurred by Lender as a consequence of occurrence of an event of default, or any other breach of obligations by the Borrower under this Agreement or otherwise in connection with this Agreement (including any interest or fees incurred in funding any unpaid sum). The Borrower shall indemnify and keep the Lender its officer/employees/agents/affiliates indemnified during the Tenure of this Agreement from and against all liabilities, claims, losses, damages and expenses whatsoever in respect of its obligations and liabilities in connection with the payment of amounts due under this Agreement and the Borrower shall be liable to pay such amounts forthwith on demand.
5. The Borrower shall observe and perform the terms and conditions of this Agreement, and further agrees to pay on demand (and without any demur or protest) the Outstanding Amounts or any monies due or which become due and payable under this Agreement, either by way of outstanding instalments or damages, costs, fees or other amounts payable to the Lenders under this Agreement; and
6. Subject to applicable law, a notice of demand by Lenders (on behalf of the Lenders) to / against the Borrower shall be the final and conclusive evidence that the Borrower has committed an Event of Default and that the monies and the amounts claimed thereunder are due and payable by the Borrower to the Lenders.
7. The Borrower shall not assign or transfer all or any of their rights, benefits or obligations and these Terms and Conditions and/or in connection with the Loan without the prior written approval of Lenders.

11. **EVENTS OF DEFAULT**

1. The occurrence of any of the following events, or events similar thereto, shall each constitute an event of default ("Events of Default"):

a. **Non-Payment**

The Borrower does not pay any amount payable pursuant this Agreement in accordance with the terms of this Agreement on the Due Date of such amount and non-payment of costs, charges, expenses incurred by Lenders on behalf of the Borrower such as stamp duties, penalties etc.

b. **General Default**

The breach of, or omission to observe, or default by the Borrower in observing any of his/her/its obligations, covenants, warranties, undertakings under this Agreement.

c. **Misrepresentation**

Any representation or statement made or deemed to be made by the Borrower in this Agreement or any other document delivered by or on behalf of the Borrower under or in connection with the Agreement being or being proven to have been incorrect or misleading when made or deemed to be made.

d. **Cancellation of ECS / NACH**

Any instruction being given by the Borrower to stop the payment of any loan ECS/ NACH mandate for any reason whatsoever.

e. **Cross Default**

Any default by the Borrower, under any other agreement or other writing between the Borrower and Lenders, or writing of indebtedness of the Borrower, or in the performance of any covenant, term or undertaking thereunder, or any indebtedness of the Borrower not being paid when due or any creditor of the Borrower becoming entitled to declare any indebtedness due and payable prior to the date on which it would otherwise have become due or any guarantee or indemnity or collateral given or other support agreement entered into by the Borrower not being honored when due and called upon.

f. **Inability to pay debts**

The Borrower is unable generally to pay his/her/its debts as they fall due and/or commences negotiations with any one or more of his/her/its creditors with a view to the general readjustment or rescheduling, in the light of financial difficulties or in contemplation of any default, Event of Default or potential Event of Default under any agreement relating to the same (howsoever described), of any indebtedness, and/or makes a general assignment for the benefit of or a composition with its creditors and/or admits or is ordered to pay any liability and such liability is not paid when due (provided that for the avoidance of doubt any reference in this sub-clause to any indebtedness shall not include any indebtedness which is being bona fide disputed and in respect of which no court order has been made against the Borrower to pay such indebtedness).

g. **Non-payment of decretal amount**

The Borrower fails to pay any amount under any Court order or decree or judgment against the Borrower.

h. **Levy of Execution or Distress**

Any execution or distress is levied against or an encumbrancer or other officer takes possession of the whole or any part of the property, undertaking or assets of the Borrower or any encumbrance over the whole or any part of the property, undertaking or assets of the Borrower becomes enforceable. i. **Insolvency**

The Borrower takes any action or any legal action or proceedings are started or other steps taken for the Borrower to be adjudicated or found insolvent or bankrupt.

j. **Compulsory Acquisition**

All or substantially all of the undertaking, assets or properties of the Borrower or its interests therein are seized, nationalized, expropriated or compulsorily acquired by the authority of government.

k. **Repudiation**

The Borrower repudiates this Agreement or do or cause to be done any act or thing evidencing an intention to repudiate this Agreement.

l. **Material Adverse Effect**

i. There occurs any event or situation, such as and including but not limited to such events or situations having or likely to have any material adverse effect, as determined by Lenders, which in the opinion of Lenders is prejudicial to the interests of Lenders or in the opinion of Lenders is likely to affect the financial condition of the Borrower and/or its ability to perform all or any of its obligations under this Agreement and/or otherwise in respect of any portion of the Facility and to comply with any of the terms of this Agreement and/or for the Loan Amount; or

ii. The Borrower is or becomes a party to any litigation, arbitration, administrative or other action, investigation by any governmental entity, claim, suit or proceedings which would have a material adverse effect on the terms of this Agreement.

m. **Further Events of Default**

i. The Borrower misusing the Loan Amount or any part thereof, or using the Loan Amount or any part thereof for any purpose other than for which the Loan Amount has been sanctioned by Lenders.

ii. If there are any changes in the proposal or End Use for which a Facility is sanctioned.

iii. If any fact concerning the Borrower's profit or ability to repay or any other relevant aspect of its loan application is withheld, suppressed or cancelled or not made known to Lenders.

iv. If any fact concerning the Borrower's profit or ability to repay or any other relevant aspect of its loan application is withheld, suppressed or cancelled or not made known to Lenders.

v. Whenever there is a determination of the likelihood of the due money not being paid by Lenders.

vi. Occurrence of any material adverse event.

2. **Acceleration**

On and at any time after the occurrence of an Event of Default which is continuing, Lenders may:

a. Recall the Loan Amount along with interest, Penal Charges, charges, penalties and overdue charges etc., whereupon the same shall immediately become repayable and consequently cancel any further Facility to the Borrowers;
b. Declare that the Loan, together with accrued Interest, Penal Charges and all other amounts accrued or outstanding under this Agreement be immediately due and payable, whereupon they shall become immediately due and payable;
c. Debit the relevant Designated Account (s) for repayment of all relevant Outstanding Amounts;
d. Encash the Undated Cheque or the Post Dated Cheques /NACH/e-NACH / DDM / SI (as applicable) in order to recover any or all of the Outstanding Amounts;
e. Stipulate any additional conditions, including inter alia, revision in Interest Rate, stipulation of additional security, collaterals or infusion of additional equity / funds; and
f. Exercise such other rights as may be available to Lenders under all Applicable Law.
g. The Lenders may, by notice to the Borrower, suspend the right of the Borrower to disbursements or cancel the undisbursed portion of the Loan in whole or in part, without any prior notice or intimation.

3. **Restriction on Re-drawal**

No Loan Amount recalled under this Agreement shall be subsequently reinstated and the Borrower shall not be allowed to re-draw the recalled Loan Amount.

12. **CONSEQUENCES OF DEFAULT**

If one or more of the events specified in Clause 6 (Events of Default) occur(s), then the Lender 2 at its discretion, shall be entitled to:

i. place the Loan on demand or declare all amounts payable by the Borrower in respect of the Loan to be due and payable immediately, including default interest and other charges including penal charges due to bouncing of the Repayment Instrument(s), from the Borrower as mentioned in Annexure.
ii. take any other remedy which may be available under law during the pendency of the Loan including without limitation the remedy under section 138 of the Negotiable Instruments Act, 1881 and under section 25(1) of Payment of Settlement System Act, 2007.
iii. make disclosure of details pertaining to the Borrower to RBI or any other credit information companies.
iv. charge default interest on the entire outstanding amounts under the Loan as specified under the Sanction Letter.
v. suspend further access to/ drawls by the Borrower of the Loan.
vi. Appoint a collection agent to recover all outstanding due amounts from the Borrower.
vii. exercise and enforce all rights and remedies available to the Lenders under this Agreement.

12. **RELIANCE**

1. **Lenders may:**

a. Rely on any notice or document believed by it to be genuine and correct and to have been signed by, or with the authority of, the proper Person;

2. **Duties and Powers**

   1. Lenders shall have the powers;

      a. to enforce the rights pursuant to the Agreement and to perform all such acts, deeds and things which Lenders may from time to time deem necessary or appropriate for or incidental to such enforcement of the rights, all in accordance with the terms and conditions of this Agreement; and

      b. to give instructions to the relevant bank in respect of the Designated Account in accordance with the provisions of this Agreement.

3. Lenders shall not be deemed to have actual, constructive, direct or indirect knowledge or notice of the occurrence of an Event of Default, unless and until a responsible officer of Lenders has received a written notice or a certificate from the Borrower, stating that an Event of Default has occurred under the Agreement.

14. **TERM OF AGREEMENT**

This Agreement shall be valid and subsisting from the date hereof until the repayment of the entire Loan Amount disbursed by Lenders in favour of the Borrower along with all Interest as well as Penal Charges (if any), dues and Taxes (as applicable) to the satisfaction of Lenders.

15. **Costs and expenses**

1. **Transaction expenses**

The Borrower shall, immediately on demand, pay to Lenders, the amount of all out-of-pocket costs and expenses as set out in SCHEDULE II (Costs) incurred by them in connection with the negotiation, preparation, printing, couriering, signing, execution, delivery, administration and syndication of:

a. this Agreement and any other documents referred to in this Agreement; and

b. any other document executed after the date of this Agreement.

2. **Deductions from Loans**

The Borrower agrees that any and all fees and expenses then due from the Borrower pursuant to this Clause 15 (Costs and Expenses) and unpaid on the date of the Drawdown Notice may be deducted from the amount of each Loan disbursed. It is clarified that notwithstanding such deduction, the Borrower shall be deemed to have received an amount equal to each Loan.

3. **Amendment and Enforcement Costs**

If the Borrower requests an amendment, modification, waiver or consent in respect of this Agreement, which, the lenders may choose to accept at their sole discretion, the Borrower shall, immediately on demand, reimburse to Lenders for the amount of all costs and expenses (including legal fees) incurred by them in responding to, evaluating, negotiating or complying with that request or requirement and / or with the enforcement of, or the preservation of any rights under this Agreement on actual basis. notwithstanding the completion of the transactions contemplated herein.

16. **DISCLOSURES**

The Lenders shall, as deemed appropriate and necessary, be entitled to disclose all or any: (A) information and data relating to the Borrower; (B) information or data relating to the Loan or any other credit facility(ies) availed / to be availed by the Borrower; (C) obligations assumed / to be assumed by the Lenders in relation to the Loan; (D) default, if any, committed by the Borrower in discharge of the aforesaid obligations, to any agency/credit bureau (the "Agency") authorised in this behalf by RBI, as per applicable laws and regulations. The Borrower further confirms and gives specific consent to the Lender(s) for disclosing/submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified thereunder from time to time, in respect of the loan facilities availed from the Lender(s), from time to time, to any 'Information Utility' ('IU' for brief) as defined in Section 3 (21) of the Code, in accordance with the relevant regulations framed under the Code, and directions issued by Reserve Bank of India from time to time and hereby specifically confirm to promptly authenticate the financial information submitted by the Lender(s), as and when requested by the concerned 'IU'. Details of classification as Special Mention Account (SMA) and Non-Performing Asset (NPA) are provided in Schedule II

17. **CONFIDENTIALITY**

The Borrower undertakes that he/she/it shall, at all times, during the continuance of this Agreement, ensure that all the terms and conditions of this Agreement and all information relating to the Facility shall be kept confidential ("Confidential Information") and they shall not disclose any information relating to this Agreement to any third party, without the prior written consent of Lenders. Confidential Information does not include information which (i) is known to him/her/it at the time of disclosure as evidenced by their written records; or (ii) has become publicly known and made generally available through no wrongful act of theirs; or (iii) they lawfully receive from a third party without restriction on disclosure, provided such disclosure is without breach of a non-disclosure obligation; or (iv) has been independently developed by him/her/it without access to Lenders's Confidential Information.

18. **NOTICES**

1. **Communications in writing**

Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by electronic mail or letter sent through Registered Post Acknowledgment Due (RPAD)to the address and e-mail (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Agreement is set out in Schedule I (Details of the Parties) any substitute address, email or department or officer as the Party may notify to Lenders (or Lenders may notify to the other Parties, if a change is made by Lenders) by not less than 5 (five) Business Days' notice.

19. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India.

20. **DISPUTE RESOLUTION**

1. **Dispute resolution process**

Any dispute or non-contractual obligation arising out of or in connection with any of them ("Disputes") between the Parties arising out of or in connection with this Agreement or its performance (including the validity of this Agreement) shall be settled in accordance with this Clause 18 (Dispute Resolution).

2. **Notice for initiation of arbitration**

If the Parties have failed to reach an amicable settlement within 15 (fifteen) Business Days, such Dispute shall, at the written request of any of the parties (the "Arbitration Notice"), be settled by binding arbitration.

3. **Rules, Seat and Language**

Such arbitration shall be carried out under and in terms of the Indian Arbitration and Conciliation Act, 1996 and any statutory amendments thereof. The seat of the arbitration shall be Bangalore. All proceedings of such arbitration shall be in the English language and the arbitrators shall be fluent in the English language. The law governing the agreement to arbitrate contained in this Clause 18 (Dispute Resolution) shall be the laws of the Republic of India.

4. **Sole Arbitrator**

The arbitrator shall be appointed by Lenders.

5. **Arbitration Award**

a. The arbitration award rendered shall be final and binding on the Parties.
b. The arbitrator shall use his best efforts to produce a final and binding award or awards within 3 (three) Months of his appointment. The Parties shall use their best efforts to assist the arbitrator to achieve this objective, and the parties agree that this 3 (three) Month period shall only be extended in exceptional circumstances, which shall be determined by the arbitrator in his absolute discretion.

21. **ELECTRONIC FORM**

1. **Communication in Electronic Form**

a. Each Party acknowledges and agrees that any request, notice, correspondence or any other writing whatsoever ("Writing") required or contemplated under this Agreement may be executed and any delivery, offer, acceptance or any other action whatsoever ("Action") in respect of this Agreement may be undertaken in electronic form by way of a click wrap or any other electronic means of executing or authenticating transactions ("Electronic Form") as may be enabled by Lenders. For avoidance of doubt, it is clarified that communications in Electronic Form include any Writing or Action undertaken on any technology platform, mobile application or website provided by Lenders.
b. Each Party agrees that the use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide instructions on a mobile application or a website or in accessing or making any transaction regarding this Agreement constitutes a signature, acceptance and agreement as if actually signed in writing.

c. Each Party confirms that any Writing or Action made or undertaken by the Parties in Electronic Form shall be valid, binding and legally enforceable against such Party and it shall not raise any objection or claim or disclaim any liability under or in relation to the validity or enforceability of a Writing or Action solely on account of it being in Electronic Form.

2. **Adequacy of Data Protection**

Each Party acknowledges the adequacy of the data protection measures adopted by Lenders and agrees that it shall not raise any objection or claim or disclaim any liability under or in relation to the process, method, storage, or means of authentication of a Writing or an Action.

22. **SEVERABILITY**

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

23. **ENTIRE AGREEMENT**

The Parties hereto confirm and acknowledge that this Agreement shall 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 this Agreement, 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 this Agreement.

24. **MODIFICATION**

No amendment, modification or addition to this Agreement shall be binding on all the Parties hereto unless set forth in writing and executed by them through their duly authorized representatives.

25. **COUNTERPARTS**

This Agreement may be executed in multiple counterparts one each to be retained by the respective Parties. Each counterpart shall be treated as an original and shall be capable of being enforced without reliance on the other counterparts as an original document.

26. **NOVATION AND ASSIGNMENT**

Subject to Applicable Law, each of the Lenders may, without the consent of or notice to the Borrower transfer, novate, securitise, assign all or any of its rights and benefits hereunder or transfer or novate all or part of its rights, benefits and obligations under this Agreement to any person. Without prejudice to the aforesaid provision, any Lender may, without notice to the Borrower, share the credit risk of the whole or a part of its individual / whole commitment specified in Schedule I (Details of the Parties) of the principal agreement with any person by way of participation, or otherwise.

27. **MISCELLANEOUS**

1. Force Majeure: The Lender shall not be held liable for any delay of or failure to comply with any of the terms of this Agreement, nor shall any such delay or failure be deemed a default when such delay or failure has been caused primarily by any circumstances beyond the reasonable control and without the fault of the Lender, including but not limited to technology failure of the LSP, downtime of the LSP, maintenance time of the platform of BharatPe fire, war, insurrection, government restrictions, act of terrorism, computer system failure or act of God or such other event which is beyond the control of the Lender ("Force Majeure Event").
2. Lien & Set Off: Without prejudice to and in addition to any other right or remedy which the Lender may have under the Loan Documents or under the law of contract or any other applicable law, the Lender shall have the lien over any asset/security and/or any or all amounts received by it under other agreements with the Borrower. The Lender shall be entitled to exercise its lien over the assets/security and/or any or all amount received by it's under other agreement as mentioned above to set off and recover any or all amounts payable by the Borrower under the Loan Documents. The Borrower hereby expressly acknowledges and affirms the Lender's lien and right of set off as specified in this clause.
3. The Borrower expressly agrees and acknowledges to have read and understood the terms applicable for availing the Loan and be bound by such terms and conditions (as amended by the Lender from time to time) at all times during the tenure of the Loan.
4. Notwithstanding any provision of this Agreement, Lender will not be liable for loss (whether direct, consequential or loss of profit, data or interest) or damage suffered by any Party arising out of:
   a. Any delay or failure by the Lender in performing any of its duties under this Agreement or other obligations caused in whole or in part by any steps which the Lender, in its sole and absolute discretion, considers appropriate to take in accordance with all such applicable laws and regulations; or

b. The exercise of any of the Lender's rights under this Agreement.

5. Any delay or failure by the Lender in performing any of its duties under this Contract or other obligations caused in whole or in part by any steps which the Lender, in its sole and absolute discretion, considers appropriate to take in accordance with all such applicable laws and regulations;
6. Notwithstanding any suspension or termination of this Agreement, all the provisions of this Agreement for the benefit or protection of the Lender and its interests shall continue to be in full force and effect as specifically provided in this Agreement.

28. **DEFINITION AND INTERPRETATION**

1. **Definitions**

In this Agreement, the capitalised terms listed below shall have the following meanings:

"Acceptance" shall mean the acceptance of these Terms and Conditions by You. The terms "Accept" and **"Accepted"**

shall be construed accordingly.

"Advance Installment" shall have the meaning given to it under Clause 9.1 (b) (ii)

"Agency" shall have the meaning ascribed to the term in Clause 9.1 (l) (iv).

"Applicable Law" shall mean any local, state or union statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Government Authority whether in effect as of the date of this Agreement or thereafter and, in each case, applicable in India.
"Arbitration Notice" shall have the meaning given to that term in Clause 23.2 (Notice for Initiation of Arbitration).

"Authorisation" shall mean an authorisation, consent, clearance, approval, permission, resolution, licence, exemption, filing and registration, from a governmental authority or a third party, as the case may be.

"Availability Period" shall have the meaning set out in Schedule II (Terms of the Facility).

"Borrower" shall have the meaning given to the term in Schedule I (Details of the Parties).

"Business Day" shall mean a day, which is not a public holiday under Section 25 of the Negotiable Instruments Act, 1881, or a Sunday or when the clearing facility offered by the Reserve Bank of India is unavailable, at any place in India.

"Confidential Information" shall have the meaning given to that term in Clause 19 (Confidentiality).

"Costs" shall mean, the costs which includes Fees of any consultants, including any legal fees, Cheque / NACH dishonor charges, Any costs incurred during enforcement.

"Credit Application" shall mean, as the context may permit or require, the application made by the Borrower to Lenders for the Loan, and all acceptances, information, particulars and clarifications furnished by the Borrower to Lenders, from time to time, in respect of the Loan.

"DDM/ e-DDM" shall mean Direct Debit Mandate / Electronic Direct Debit Mandate

"Default Interest" shall mean the rate of default interest specified in the Schedule payable in the manner set out in the Schedule.

"Designated Account" shall have the meaning given to the term in Annexure - I.

"Disbursement Date" shall have the meaning given to the term in Clause 2.2(b) (Mechanics of Funding Drawdown).

"Disputes" shall have the meaning given to the term in Clause 23.1 (Dispute Resolution Process).

"Drawdown Notice" shall have the meaning given to the term in Clause 2.2(a) (Mechanics of Funding Drawdown).

"Due Date" shall mean in respect of:

a. Penal Charges, the date specified by Lenders;
b. Interest, if any, the Interest Payment Date;
c. Repayment Installment, the Repayment Date;
d. Processing Fees, the date specified by Lenders; and
e. any other payment under this Agreement, the date specified by Lenders.

"End Use" shall have the meaning set out in Schedule II (Terms of the Facility).

"Events of Default" shall have the meaning given to the term in Clause 10.1 (Events of Default).

"Extended Period" shall mean a period of 7 (seven) days from the Due Date for the repayment of the Invoice Discounting Facility.

"Government Authority" shall mean any government or any governmental agency, statutory, quasi governmental or semi-governmental or judicial or quasi-judicial or administrative or regulatory or supervisory entity or authority, court or tribunal (including the Reserve Bank of India, any stock exchange or any self-regulatory organisation established under any Applicable Law).

"Interest" shall mean the rate of interest set out in Schedule II (Terms of the Facility) as applicable.

"Interest Payment Date" shall mean the dates as specified in Schedule II (Terms of the Facility), as applicable.

"Lenders shall have the meaning given to the term in Schedule I (Details of the Parties).

"Loan shall have the meaning given to the term in Clause 2.1 (Availability Period).

"Month shall mean and refer to each of the 12 (twelve) named periods into which a calendar year is divided.

"NACH / e-NACH shall mean National Automated Clearing House / electronic National Automated Clearing House

"Outstanding Amounts shall mean, with respect to each Facility, an amount equal to the sum of the amount corresponding to the Repayment Installment, Interest, Penal Charges or any other amount due and payable on a given date.

"Party shall mean a party to this Agreement. The term "Parties" shall be construed accordingly.

"Person shall mean an individual, statutory corporation, body corporate, partnership, joint venture, association of persons, Hindu undivided family (HUF), societies (including co-operative societies), trust, unincorporated organisation, government (central, state or otherwise), sovereign state, or any agency, department, authority or political subdivision thereof, international organisation, agency or authority (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.

"Post Dated Cheques" shall have the meaning given to the term in Schedule II (Terms of the Facility).

"Prepayment Charges" shall have the meaning given to that term in Schedule II (Terms of the Facility).

"Processing Fee" shall have the meaning given to that term in Schedule II (Terms of the Facility).

"Purpose" shall mean the purpose of utilization of the amount of the Loan.

"Rate of Interest" shall mean the interest rate specified in the Schedule payable in the manner set out in the Schedule.

"RBI" means Reserve Bank of India.

"Receivables" shall mean any monies, dues and payable to the Borrower.

"Repayment Date" shall, for any Facility, mean each date on which a Repayment Installment shall be paid in accordance with the Repayment Schedule.

"Repayment Installment" shall mean the repayment of the principal amount of each Loan of a Facility, as specified in the Repayment Schedule.

"Repayment Schedule" shall mean for each Facility, the repayment schedule as specified in Schedule II (Terms of the Facility) hereto as may be amended in accordance with this Agreement.

"Repetition Date" means the date of each Drawdown Notice, each Disbursement Date, each Due Date, each date under which any monies are paid to Lenders and the Final Repayment Date.

"Schedule" shall mean the schedule annexed to these Terms and Conditions stipulating the terms of the Loan.

"SI" shall mean Standing Instructions provided to the Borrower's Bank by the Borrower.

"Tax" shall mean any direct or indirect tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"Undated Cheques" shall have the meaning given to the term in Schedule II (Terms of the Facility).

"Validity Period" shall mean the period for which the sanction of the Loan shall be valid within which the amount of the Loan can be utilized by the Borrower, which shall be 3 (three) months from the date of Acceptance.

"Website" shall mean Schedule II (Terms of the Facility).

2. **Interpretation**

   1. **Unless a contrary indication appears, in this Agreement:**

      a. A reference to these Terms and Conditions shall include a reference to the Schedule;

      b. A reference to a "party" shall be construed so as to include its respective successors and permitted assigns;

      c. A reference to any agreement / document / undertaking / deed / indenture / writing or instrument is a reference to that agreement or instrument as amended, supplemented or assigned from time to time;

      d. Unless otherwise specified, any reference to a Section, sub-Section or the Schedule shall denote a reference to such Section, sub-Section or the Schedule as specified, of these Terms and Conditions;

      e. The index to and the headings in these Terms and Conditions are inserted for convenience of reference only and are to be ignored in construing and interpreting these Terms and Conditions;

      f. The term 'in writing' shall be interpreted to included any communication made by the Borrower in Electronic Form;

      g. All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the Schedule; and

      h. All capitalised terms used but not specifically defined in the Schedule shall have the respective meanings ascribed to them in these Terms and Conditions;

      i. A reference to a "person" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;

      j. A reference to a provision of law is a reference to that provision as amended or re-enacted;

      k. Time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;

      l. A reference to the singular includes the plural and vice versa;

      m. In the event of any disagreement or dispute between the Borrower and Lenders regarding the materiality or reasonableness 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 Lenders as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Borrower; and

      n. For determining the expiry of Business Days in connection with any notice requirements under this Agreement, the following method shall be adopted:

         A. If the notice is delivered after 9:00 am on any Business Day, one Business Day shall be deemed to expire at 6:00 pm on the immediately succeeding Business Day; and

         B. If the notice is delivered before 9:00 am on any day, one Business Day shall be deemed to expire at:

            i. 6:00 pm on the same day if such day on which the notice is delivered is a Business Day, or

            ii. 6:00 pm on the immediately succeeding Business Day if such day on which the notice is delivered is not a Business Day.

   2. **Section and Schedule headings are for ease of reference only.**

   3. Where a Party is required by any provision of this Agreement to give notice or take any action within a period specified by a number of days, such period shall be calculated not counting the first day of such period but counting the last day, and such last day shall end at 12.00 midnight India time.

Customer Service

For any queries/grievances please contact us at : ask@axio.co.in or call us at 080 6807 5001.

Grievance Redressal Policy

Capfloat Financial Service Private Limited:

To refer our policy on Grievance Redressal Mechanism, please click https://axio.co.in/AxioGrievance%20Redressal%20Policy-V.2.2.pdf Aditya Birla Finance Limited:

To refer our Grievance Redressal Mechanism process, please click https://personalfinance.adityabirlacapital.com/_layouts/15/ABC.FINPLF/GrievenceNew.aspx.

Interest Rate Module Policy

Capfloat Financial Service Private Limited:

To refer our policy on Interest Rate Model, please click https://axio.co.in/Interest%20Rate%20Model%20policy.pdf

Aditya Birla Finance Limited:

To refer our policy on Interest Rate Model, please click https://finance.adityabirlacapital.com/interest-rate-model