

TERMS & CONDITIONS

(Applicable to Loans for Consumer Durable, Digital, Life Style Products)

These terms and conditions (“**TnCs**”) are applicable on the credit facilities extended/to be extended for the purchase of Products (*as defined hereinafter*) from the Merchant (*as defined hereinafter*) by SARVAGRAM FINCARE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013, CIN No. U65990MH2018PTC317698, having its registered office at 1st Floor, Dani Corporate Park, 158, CST Road Kalina, Santacruz (East) Mumbai – 400098, Maharashtra, India (*hereinafter referred to as the “**Lender**” or “**SFPL**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns*) to the Borrower (*as defined hereinafter*) on the terms and conditions contained herein.

To be eligible for availing the Loan, Borrower should be a resident of the Republic of India having full legal capacity to enter into a contract as per Applicable Laws. Borrower further represents and confirms that the details provided by Borrower to SFPL are the latest updated details and no incorrect or false information is provided by the Borrower. In this context, Borrower authorizes SFPL to independently verify Borrowers credential by disclosing Borrower’s information to third parties.

SFPL and Borrowers are hereinafter collectively referred to as “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. SFPL is a non-banking financial company *inter alia* engaged in the business of providing financial services to underserved customers in rural and semi-urban locations in India.
- B. The Borrower has approached SFPL with a request to grant the Loan to the Borrower, for the purpose of financing the purchase of Products (*as defined hereinafter*) from the Merchant (“**Purpose**”) and SFPL has agreed to sanction/grant such Loan to the Borrower for the said Purpose on certain terms and conditions mentioned contained herein, including, *inter alia* that the Borrower shall as security for the Loan, hypothecate the Products in favour of SFPL.

1. Definitions and Interpretation

1.1. Definitions

All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them in the Loan Documents. For the purposes of these TnCs, capitalized words shall have the meaning as set-out herein below.

“**Acceptable Means of Communication**” shall mean the modes of communication which can be used by either Party to provide any information in relation to a Loan to the other Party and with reference to:

- (A) the Borrower, shall mean
 - (i) a telephonic call on the registered mobile number /landline number of the Borrower as provided in the Application Form; or
 - (ii) an email on the registered email address of the Borrower as provided in the Application Form; or
 - (iii) a text message on the registered mobile number of the Borrower; or
 - (iv) a written notice sent by courier / post on the registered postal address of the Borrower as provided in the Application Form; or
 - (v) notification by SFPL on its Website;

(B) SFPL, shall mean

- (i) a telephonic call on the designated mobile/landline number of SFPL as provided on the Website; or
- (ii) an email on the designated email address of SFPL; or
- (iii) a text message on the designated mobile number of SFPL; or
- (iv) a written notice sent by courier on the postal designated address of SFPL.

“Applicable Laws” shall mean, any statute, law, regulation, ordinance, rule, judgment, rule of law, 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 statutory or regulatory authority whether in effect as of the date of the Loan or thereafter and in each case as amended.

“Application Form” shall mean, any or each of the application(s) which is/are submitted by the Borrower for availing of the Loan, through any Mode of Application together with such information, particulars and clarifications as required by SFPL and furnished by the Borrower in a form and manner acceptable to SFPL.

“Borrower” shall mean one or more individual(s), sole proprietorship firm, a partnership firm, Hindu Undivided Family (HUF), a limited liability partnership or a limited company details whereof is/ are stated in the Loan Term Sheet and the term Borrower, unless repugnant to the subject or context hereof shall be deemed to include legal heirs, representatives, administrators, successors and permitted assigns of the Borrower. Unless the context requires otherwise or specifically mentioned herein, reference to the Borrower shall include Co-Borrower as well as specified in the Loan Term Sheet.

“Bounce Charges” shall mean an amount payable by the Borrower to SFPL, as set out in the Loan Term Sheet, where the post dated cheque(s) or ECS/ NACH or such other payment instruments issued by the Borrower for the payment of Outstanding Amounts is not honored by the Borrower’s bank and/ or is returned unpaid, as may be revised from time to time.

“Business Day” shall mean a day (other than Saturday or Sunday or public holiday) on which banks are open for general business in Mumbai or any relevant local office of SFPL as may be specified in the Application Form.

“Co-Borrower” shall mean one or more individual(s), sole proprietorship firm, a partnership firm, Hindu Undivided Family (HUF), a limited liability partnership or a limited company details whereof is/are stated in the Loan Term Sheet and the term Co-Borrower, unless repugnant to the subject or context hereof shall be deemed to include legal heirs, representatives, administrators, successors and permitted assigns of the Co-Borrower.

“Commercial Terms” shall mean commercial terms of the Loan availed of by the Borrower from SFPL and includes amount of the Loan, the EMI, Loan tenure, applicable rate of interest, Charges for Prepayment, Default Interest and such other charges/fees as more particularly set out in the Loan Term Sheet.

“Charges for Prepayment” shall mean an amount payable by the Borrower to SFPL as a penalty for part pre- payment or full pre-payment of the Loan, as set out in the Loan Term Sheet as may be revised from time to time.

“Default Interest” shall mean the additional interest at the rate as set out in the Loan Term Sheet payable by the Borrower to SFPL, over and above the interest, in case of delay/ default in payment of EMI by the Borrower on the due date, as may be revised from time to time.

“ECS” shall mean Electronic Clearing System.

“**EMI**” shall mean the amount payable every month by the Borrower to SFPL comprising of principal amount of the Loan and/ or interest thereon, as set out in the Loan Term Sheet.

“**Event of Default**” shall mean all or any of the events specified in Clause 4.

“**Loan**” shall mean the financial assistance availed of by the Borrower/to be availed of by the Borrower from SFPL as stipulated in the Loan Term Sheet in connection with purchase of the Product.

“**Loan Documents**” shall mean the Loan Term Sheet, Loan Agreement, TnCs and any other documents in relation to the Loan provided by SFPL to the Borrower and accepted by the Borrower including any variations and amendments thereto, from time to time.

“**Loan Term Sheet**” shall mean the document setting out the Commercial Terms of the Loan provided by SFPL to the Borrower and accepted by the Borrower including any variations and amendments thereto, from time to time. Loan Term Sheet shall form an integral part of these TnCs and shall always be read in conjunction with the same.

“**Merchant**” shall mean the dealer or merchant specified in the Loan Term Sheet who is registered and enrolled with SFPL in connection with purchase of the Product by the customers of SFPL and from whom the Borrower has purchased/ proposes to purchase the Product.

“**Merchant Account**” shall mean the designated account of a Merchant which is registered by the Merchant with SFPL, from time to time.

“**Mode of Application**” shall mean submission of the Application Form by the Borrower to SFPL by using either of the following modes:

- (a) submitting an Application Form to an authorised SFPL Representative; or
- (b) submitting an Online Application; or
- (c) any other mode prescribed and acceptable to SFPL.

“**NACH**” shall mean National Automated Clearing House.

“**Online Application**” shall mean direct application made by the Borrower to SFPL on Website or SFPL’s mobile application and/or through any other electronic or other mode of communication prescribed by SFPL.

“**Outstanding Amount**” shall mean the total outstanding part of the Loan including but not limited to the principal amount of Loan, interest, Default Interest (if any), Charges for Prepayment (if any) and any other amount, fee, charges and all other sums whatsoever, due and/ or payable by the Borrower to SFPL in connection with the Loan and any other amounts incidental to the recovery of such amounts.

“**Product**” shall mean specified consumer durables, digital, lifestyle products and such other products proposed to be purchased by the Borrower by availing Loan, as more particularly specified in the Loan Term Sheet.

“**RBI**” shall mean the Reserve Bank of India, a statutory corporation established under the Reserve Bank of India Act, 1934.

“**Repayment Instrument**” shall mean to include post-dated cheques, NACH, ECS and any further additions made to this list by SFPL, from time to time.

“**Scheduled Due Date**” shall have the meaning ascribed to such term in the Loan Term Sheet.

“**SFPL Representatives**” shall mean employees and/or personnel directly or indirectly engaged by SFPL from time to time.

“**Terms and Conditions**” or “**TnCs**” shall mean the terms and conditions set out herein as amended and/or modified by SFPL from time to time.

“**Website**” shall mean www.sarvagram.com.

1.2. Interpretation

- 1.2.1. The division of these TnCs into clauses, sub-clauses and paragraphs, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of these TnCs.
- 1.2.2. References to any gender includes any other gender, the plural shall include the singular and vice versa.
- 1.2.3. Reference to any agreement, document, instrument, statute, enactment, ordinance, order, regulation etc. shall be construed to include a reference to the amendments, extensions, re-enactments, supplementals, restatements, novations and/or consolidations thereto from time to time.
- 1.2.4. Reference to the terms “person” or “persons” shall mean and include reference to any individual, sole proprietorship, unincorporated association/organization, body corporate, company, partnership, Hindu Undivided Family, limited liability partnership, joint venture, Authority or trust or any other entity or organization and shall include all persons as defined under section 3 (23) of the Insolvency and Bankruptcy Code, 2016.
- 1.2.5. Any reference to the terms Borrower shall be deemed to include all the Borrowers and/or Co-Borrowers and unless repugnant to the context or meaning thereof, be deemed to include:
 - (i) In case of a company or a limited liability partnership, its successors and permitted assigns,
 - (ii) In case of a partnership firm any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the firm;
 - (iii) in case of a sole proprietorship and individual, respective heirs, administrators, executors and legal representatives of the person;
 - (iv) in case of a Hindu Undivided Family, the Karta and any or each of the adult members and their survivor(s) and his/her/their respective heirs, legal representatives, executors, administrators and permitted assigns;
 - (v) in case of a Society, its governing body, successors and permitted assigns; and
 - (vi) in case of a Trust, the Trustees for the time and its successors and permitted assigns.
- 1.2.6. Save and except as specifically provided in the Loan Documents any determination with respect to the ‘materiality’ or ‘reasonability’ of any matter including of any event, quantity, degree, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claim, breach, default or otherwise shall be made by SFPL in its

sole and absolute discretion.

- 1.2.7. The words “include”, “including” and “in particular” shall be construed without limitation and as being by way of illustration only and shall not be construed as limiting the generality of any foregoing words.
- 1.2.8. All the Schedules, Annexures and Exhibits to the Loan Documents shall form an integral part of the relevant Loan Documents.

2. Scope

The Loan sanctioned by SFPL to the Borrower shall be governed by these TnCs together with the terms set out in the Application Form, the Loan Term Sheet, Loan Documents and other conditions as may be agreed between SFPL and the Borrower and communicated from time to time. These TnCs, in themselves, do not create, transfer or record any rights or obligation of SFPL, and shall be read along with the provisions of the Application Form, the Loan Term Sheet and the Loan Documents. The Application Form and the Loan Term Sheet shall form an integral part of these TnCs and shall always be read in conjunction with the same.

3. Loan

- 3.1. The Borrower agrees to borrow from SFPL and SFPL agrees to grant to the Borrower the Loan on the terms and the Purpose as stated in these TnCs read with the Loan Documents.

3.2. Disbursement

- (a) Subject to Clause 3.2(b), the Borrower agrees and acknowledges that upon acceptance of the Loan Term Sheet and these TnCs by the Borrower, the Loan shall be disbursed by SFPL in the Merchant Account in one lump sum or in instalments as may be decided by SFPL at its sole discretion. It is clarified that, the Loan disbursed by SFPL directly to Merchant Account shall be deemed to be disbursement by SFPL to the Borrower, and the sanctioning of the Loan does not confer any right on the part of the Borrower to demand any payment from SFPL. SFPL reserves the right to withhold / cancel the entire Loan or part thereof, without prior notice and without assigning any reason whatsoever. The decision of SFPL shall be final and will be binding on the Borrower. The Borrower shall be bound by such reduction or cancellation in the Loan limit and hereby confirms that SFPL shall not be liable to the Borrower or any person in any manner whatsoever on its decision to recall or reduce or cancel the Loan limit. The Borrower hereby grants approval and no objection to SFPL to disburse the Loan directly to the Account of Educational Institute on its behalf.
- (b) The Borrower shall be liable to pay to SFPL all fees and charges referred to in the Loan Documents. Such fees and charges may be (i) deducted by SFPL at the time of disbursal of the Loan by SFPL to the Merchant; and/ or (ii) recovered by SFPL in any other manner as may be mutually agreed between the Borrower and SFPL.
- (c) The Borrower shall utilize the Loan only for the Purpose, i.e. purchase of the Product.
- (d) The cancellation of the transaction for the purchase of the Product for which Loan has been utilized either by the Borrower or the Merchant concerned shall lead to an automatic cancellation of the entire Loan and all amounts due from the Borrower in respect of the Loan shall forthwith become due and payable to SFPL. It is further clarified that amounts already paid towards interest on the Loan shall not be reversed or repaid by SFPL to the Borrower.

- (e) Notwithstanding anything provided to the contrary, in the event disbursement proceeds of Loan are not received by the Merchant, for any reason whatsoever, the Borrower hereby agrees unconditionally to cooperate with SFPL, take all steps and actions that may be required by SFPL and to execute such letters or documents as SFPL may require it to do so as to recover or reverse such incorrect disbursement.

3.3. Repayment

- (a) The Borrower shall repay the Loan along with interest computed at the rate specified in the Loan Term Sheet by way of EMIs, on the Scheduled Due Date, as per the preferred mode of payment, as specified in the Loan Term Sheet. The Borrower agrees that timely payment of EMI to SFPL by the Borrower is the essence of the Loan. Notwithstanding anything to the contrary contained herein, the Loan including the interest payable by the Borrower shall be subject to the applicable regulations/policies/guidelines/directives issued by RBI, from time to time.
- (b) All sums payable by the Borrower to SFPL in relation to the Loan shall be exclusive of all taxes and statutory levies as may be applicable on the same including but not limited to goods and service tax and cesses thereon. In case any Applicable Law requires any deduction or withholding to be made from a payment, Borrower's liability in respect of such payment shall be for a revised amount such that after making such deduction or withholding, the net payment shall be equal to the amount which SFPL would have received, had no such deduction or withholding been made. The Borrower shall hold SFPL harmless and fully indemnified for any claim which may be made in this regard by any tax authorities and undertake to pay forthwith any such demands which SFPL may become liable to pay. Failure of the Borrower to pay the amount so demanded by SFPL shall be an Event of Default under these TnCs.
- (c) Interest on the Loan shall begin to accrue simultaneously with the Lender's disbursement of the Loan without the Lender concerning itself with the receipt of such disbursement by the Merchant/beneficiary/recipient or with the time taken in such realization.
- (d) Unless otherwise agreed by SFPL at its sole discretion, credit/discharge for any payments made by the Borrower shall be given only on realization of the amounts due by SFPL or the relevant due date, whichever is later.
- (e) If there is any delay in payment of an EMI by the Borrower, SFPL, without prejudice to any other right it may have under these presents and/ or Applicable Law, shall be entitled to charge the Default Interest on the said EMI from the due date until the payment of such EMI by the Borrower.
- (f) Notwithstanding anything to the contrary contained herein, the Borrower acknowledges and agrees that SFPL may in its sole and absolute discretion and without assigning any reason make a demand on the Borrower at any time to repay all or part of Outstanding Amounts and the Borrower shall forthwith make payment of such amounts demanded.
- (g) Notwithstanding anything to the contrary in these TnCs or any other document, the Borrower irrevocably and unconditionally agrees that the payment of EMI shall not be dependent or conditional upon any dispute between the Borrower and the Merchant or any other event, and the Borrower undertakes to make the payment of the EMI regardless and despite any such dispute or event, on due dates specified in the Loan Term Sheet.
- (h) The Borrower agrees, declares and confirms that, notwithstanding any Applicable Law, or any terms and conditions to the contrary relating to the Loan, SFPL may, at its absolute discretion, appropriate any payments including any delayed payment made by the

Borrower /any amounts realized by SFPL by enforcement of security or otherwise, towards the dues payable by the Borrower to SFPL in connection with the Loan and/or other agreements entered into between the Borrower and SFPL and in any manner whatsoever.

3.4. Commercial Terms

- (a) SFPL shall be entitled to revise all or any of the Commercial Terms including but not limited to Bounce Charges, Charges for Prepayment, Default Interest or any other fees and charges payable by the Borrower to SFPL from time to time as per its policy and/or Applicable Laws and regulations, if any, during the tenure of the Loan, at its sole discretion. SFPL shall ensure that changes in rates of Default Interest and such fees and charges are effected only prospectively and due notice of the same is provided to the Borrower through the Acceptable Means of Communication. The Borrower shall be bound by such revision made by SFPL.
- (b) The EMI shall automatically stand increased due to increase in any taxes, charges, imposts, levies and monies whatsoever that are or may be levied on the Loan or the transaction contemplated herein. Such increase in rates, taxes, charges, imposts, levies and monies as stated above shall automatically form part of the Loan Term Sheet. The increase in amount of EMI shall be notified by SFPL to the Borrower from time to time.
- (c) The Borrower undertakes that in the event of increase in the EMI, the Borrower shall forthwith issue fresh post dated cheques/ECS/NACH instructions to SFPL as may be required by SFPL.

3.5. Repayment Instruments

(a) Payment by Post Dated Cheques

In case the repayment is to be made by way of post dated cheques as specified in the Loan Term Sheet and the Borrower has given post dated cheques in favor of SFPL covering all or any of the amounts due to SFPL towards the Loan, the Borrower hereby irrevocably and unconditionally agrees and covenants:

- i. that each such post dated cheque shall carry the date on which the relevant EMI is due;
- ii. that the post dated cheques given by the Borrower shall be valid as from the respective dates of such cheques and that at any point of time the Borrower shall not claim that they are invalid due to any reason whatsoever;
- iii. that Borrower shall ensure availability of sufficient funds in the account on which such post dated cheques have been drawn;
- iv. that the Borrower shall not at any time close his account and/or issue any notice instructing SFPL not to present any of such cheques for encashment;
- v. that the Borrower shall not instruct his bank to stop payment on any of such cheques;
- vi. that in case the Borrower changes/desires to change his Bank on which the post dated cheques deposited with SFPL are drawn, the Borrower shall be entitled to replace the cheques/issue fresh cheques only on payment of swap charges to SFPL as may be determined by SFPL for every post dated cheque so replaced and fresh post dated cheques shall be submitted to SFPL at least 10 (ten) days prior to the subsequent EMI due date. It is clarified that it shall be at the sole discretion of SFPL to allow such replacement of post dated cheques; and

- vii. SFPL shall have the authority to fill the due amount in all such post dated cheques and the Borrower hereby waives any objection that it may have now or in the future towards such filling of details by the SFPL.

(b) **Payment by Electronic Clearing System (ECS) or National Automated Clearing House (NACH) or any other electronic clearing mandate**

In case the payment of EMI is to be made by way of ECS/ NACH mandate or such other electronic mandate given by the Borrower in favor of SFPL covering all or any of the amounts due to SFPL towards the Loan, the Borrower hereby irrevocably and unconditionally agrees and covenants that:

- i. ECS/ NACH mandate or any other electronic or other clearing mandate given by the Borrower shall be valid throughout the respective date of such ECS/ NACH mandate or such other mandate given by the Borrower and the same shall be valid during the tenure of the Loan. SFPL shall present such mandate from time to time in the Borrower's bank account towards the payment of the Outstanding Amount, with or without advance intimation to the Borrower and the Borrower shall not claim that the ECS/ NACH mandate or such other mandate given by the Borrower is invalid due to any reason whatsoever.
- ii. the Borrower shall ensure availability of sufficient funds in the bank account on which ECS/ NACH mandate or such other mandate has been given by the Borrower in favor of SFPL and the Borrower shall not at any time close such bank account and/ or issue any notice instructing SFPL to suspend the ECS/ NACH mandate or instruct the relevant bank to terminate or revoke the ECS/ NACH mandate. The Borrower shall ensure that the bank account shall be debited towards the EMI and in case bank account has not been debited, the Borrower shall be obliged to inform SFPL in this regard within 2 (two) days from the due date of such EMI. If the Borrower intends to change the existing ECS/NACH mandate, the Borrower shall be entitled to replace the ECS/NACH mandate and issue fresh ECS/NACH. mandates for the new bank only on payment of swapping charges to SFPL as may be determined by SFPL and fresh ECS/NACH mandate shall be submitted to SFPL at least 10 days prior to the subsequent EMI due date.
- iii. the Borrower agrees that where the funds in the relevant bank account are not sufficient to honour the ECS/NACH mandate as per its terms, the Borrower shall not object to SFPL presenting such ECS/NACH mandate all over again for recovery of any amount due and payable in connection with the Loan.

(c) **Bounce Charges**

The Borrower agrees in the event of any dishonour of post-dated cheques/ECS/NACH instruction, the Borrower shall pay to SFPL Bounce Charges in addition to any Default Interest that may be levied by SFPL as per the terms of the Loan.

3.6. Prepayment

- (a) Subject to the provisions of these TnCs, the Borrower shall not, without the prior written approval of SFPL, prepay whole or any part of the Outstanding Amount before the due date specified in the Loan Term Sheet. SFPL may, at its discretion, give approval to the Borrower for the prepayment of Outstanding Amounts in full or in part, subject to payments of Charges for Prepayment on the Outstanding Amount.
- (b) Subject to foregoing, in case of part prepayment of the Outstanding Amount, SFPL shall be entitled to adjust the amount pre-paid against the amount payable by the Borrower in

such manner as the SFPL thinks fit. In such an event SFPL shall be entitled to reschedule the repayment schedule at its sole discretion and the Borrower agrees to adhere to such altered re- payment schedule. A copy of such altered repayment schedule shall be provided to the Borrower for its information and records.

- (c) In the event of change in repayment schedule of the Loan due to part prepayment of the Loan by the Borrower, the Borrower shall submit to SFPL fresh post-dated cheques/ECS/NACH mandate as may be required by SFPL.

3.7. Other conditions of Loan

- (a) Any advance EMI and/or security deposit/ initial payment made by the Borrower as more specifically described in the Loan Term Sheet, shall be subject to any adjustment against amounts due to SFPL.
- (b) The Borrower shall be exclusively responsible to take possession and get the delivery of the Product from the Merchant and SFPL shall not be liable for any delay in delivery or non-delivery of the Product and/or with respect to the quality, quantity, condition, fitness, suitability or otherwise whatsoever of the Product.
- (c) The Borrower shall bear and pay all costs, expenses, fees, taxes (as applicable from time to time), duties (including stamp duties), charges and other imposts and obligations, existing as well as future, which may become payable by SFPL in respect of the Loan, including without limitation (i) the execution, delivery and performance of any documentation in relation to the Loan, (ii) the servicing and administration of the Loan; and (iii) the enforcement of SFPL's rights in respect of the Loan.
- (d) In case the Borrower seeks any refund for the Product from the Merchant or its agent or the manufacturer, he/she/it shall use the refund mandatorily and fully for prepayment of the Loan.
- (e) In case the Borrower receives any insurance proceeds with respect to the Product, he/she/it shall use the said proceeds mandatorily and fully for prepayment of the Loan.
- (f) It is being clarified that any prepayment by the Borrower pursuant to Clause 3.7(d) and Clause 3.7(e) shall be made by the Borrower to SFPL along with Charges for Prepayment
- (g) It is clarified that if there are more than one Borrower, each one of them shall be jointly and severally liable to fulfill obligations imposed on the Borrower under these TnCs, Loan Term Sheet and any other documents executed in connection with the Loan.
- (h) The Borrower shall also execute a demand promissory note and/or a letter of continuity in favour of SFPL in the form and manner as may be acceptable to SFPL which shall be treated as an integral part of the terms entered into between the Borrower and SFPL.
- (i) It is clarified that where there are more than one Borrower, each one of them shall be jointly and severally liable on the demand promissory note.

3.8. Representation, Warranties and Covenants

The Borrower represents, warrants and covenants to SFPL as under:

- (a) The Borrower is competent to contract under Applicable Laws and the Borrower by way of availing Loan from SFPL does not and will not be in conflict with any Applicable Law or regulation applicable to the Borrower;
- (b) These TnCs, read with the Loan Documents, have been duly executed and delivered by the Borrower;
- (c) These TnCs, read with the Loan Documents, constitute legal, valid and binding obligations on the Borrower, enforceable in its entirety;
- (d) The Borrower is fully empowered to avail of the Loan and shall adhere to the terms of the Loan Documents and shall perform all the obligations contained under the Loan

Documents;

- (e) All information/documents provided by the Borrower to SFPL in the Loan Documents or otherwise howsoever in relation to the Loan, are true, correct, accurate and complete in all respect and are not misleading in letter or spirit, whether by reason of omission to state/disclose a material fact or otherwise;
- (f) The Borrower is not an undischarged insolvent and there are no pending or ongoing insolvency proceedings against the Borrower. Further, the Borrower has not at any time been declared as an insolvent, and has not at any time suspended payment to his creditors or has not at any time made, a composition with them; or has not at any time been convicted by a court or law, or a tribunal duly constituted under Applicable Laws;
- (g) The Borrower does not violate any terms and conditions under any existing contractual arrangement entered into by the Borrower with any third party, by availing of the Loan from SFPL;
- (h) The Borrower shall comply with the terms of these TnCs including making timely payment of the EMIs on or before the Scheduled Due Dates and ensure that the Repayment Instrument(s) are honored on presentation. It is the duty of the Borrower to ensure that his bank account has been debited towards the EMI and in case of his account not being so debited, the Borrower shall be obliged to inform SFPL and SFPL Representatives in this regard within 2 (two) Business Days from the Scheduled Due Date of such EMI;
- (i) The obligation of the Borrower to repay the Outstanding Amount is independent of the arrangement between the Borrower and the Merchant. The Borrower agrees that SFPL shall not be responsible or liable for any services being provided/to be provided by the Merchant to the Borrower and whether or not such services were satisfactory to the Borrower, the obligation to pay the Outstanding Amount shall continue to subsist on the Borrower in accordance with these TnCs;
- (j) That once the Loan is disbursed, the Borrower is liable to repay entire Outstanding Amount irrespective of his usage or non-usage of the Product. If the Borrower decides to not purchase the Product being offered for sale by the Merchant after disbursement of the Loan, the Borrower will still be liable to pay/repay the entire Outstanding Amount. The Borrower agrees that failure to purchase the Product being offered for sale by the Merchant, for any reason whatsoever, will not absolve the Borrower's liability to fully repay the entire Outstanding Amount to SFPL;
- (k) That the Borrower undertakes to comply with any additional requirements and furnishing any additional documents or information required by SFPL anytime during the term of these TnCs, within the timelines mandated by SFPL. SFPL may, at its sole discretion, not disburse the Loan on account of non-fulfillment of such conditions or non-submission of such documents or information by the Borrower within the timelines mandated by SFPL;
- (l) That in the event the Borrower is entitled to receive any amount of money from the Merchant either by way of a refund, reimbursement or any in other manner during the pendency of any Outstanding Amount, such amount shall be payable by the Merchant to SFPL towards satisfaction of an equivalent portion of the Outstanding Amount.
- (m) The Borrower further agrees that SFPL shall have the full right and authority to assess the Borrower's financial capability by relying on third party customer bureau reports at the time of execution of these TnCs, submission of the Application Form *via* the Mode of Application, at any time during the tenure of the Loan as mentioned in the Loan Documents;
- (n) The Borrower confirms and consents that SFPL may also disclose any information /documents relating to the Borrower to SFPL's Representatives, agents, contractors, sub-contractors, insurance providers, mutual fund distributors or third-party service providers, professional advisors, branches, affiliates or group companies.

3.9. Undertaking

Until satisfaction of all amounts due to SFPL with respect to Loan, the Borrower hereby irrevocably and unconditionally undertakes that the Borrower shall:

- (a) comply with the Applicable Laws;
- (b) use the Product(s) only for personal use and not use the Product(s) for unlawful or any antisocial purposes;
- (c) maintain the Product in good order and condition;
- (d) not do or suffer any act or thing whereby the Product may be detained or taken in the execution under legal process, or by any public authority or government department;
- (e) not use or permit the use of the Product for any purpose not permitted by the terms of the insurance/warranty policy for the Product, not do or permit to be done any act or thing which might render the insurance/warranties for the Product invalid;
- (f) pay and bear all duties, charges and other imposts and obligations including but not limited to insurance, existing as well as in future (if any), in respect of the Product and the Loan;
- (g) do all such things and execute all such writings as may be required by SFPL from time to time for duly or more perfectly securing the repayment of the Outstanding Amounts;
- (h) not default or delay in the payment of the EMI or any other dues beyond the due dates;
- (i) not create any charge/lien/security interest (of whatsoever nature) on the Product or sell, gift or transfer the possession of the Product to any third party.
- (j) the Borrower shall have no right to terminate the Loan Term Sheet or these TnCs;
- (k) the Borrower acknowledges that the rate of interest, Default Interest, Charges for Prepayment and other fees and charges payable and/or agreed to be paid by the Borrower under the Loan Term Sheet and these TnCs are reasonable and acceptable to him;
- (l) to promptly notify SFPL of any change in the Borrower's particulars as mentioned hereto or of any circumstance(s) affecting the correctness of any of the particulars set forth hereto or in the Mode of Application or in the Loan Documents, immediately on the happening or occurrence of any such circumstance(s). In case of such event, SFPL may in its absolute discretion suspend operation / stop further withdrawal till fresh approval is obtained by the Borrower from SFPL for continuing the Loan and demand repayment of the Outstanding Amount;
- (m) The Borrower additionally irrevocably and unconditionally agrees and undertakes that:
 - i. it will be his sole responsibility to ensure that the use of name, password and credentials (collectively "**Confidential Details**"), if any, for securely accessing the online/digital/phone-based platform of SFPL, are kept confidential and not disclosed to any third party. Further he/she/it shall take all possible care to prevent discovery of such Confidential Details by any person, failing which SFPL shall not be liable for any loss/damage arising as a consequence thereof;
 - ii. That he shall be solely responsible for the selection, maintenance, security and operation of the electronic device and for all issues relating thereof;
 - iii. That his electronic devices are free of viruses and harmful components and further such devices would be protected by installing reputed antivirus software to ensure safety/security of the Confidential Details;
 - iv. To protect himself from electronic frauds (including but not limited to email and phone based frauds) and to exercise utmost care, caution and diligence while responding and accessing these fraudulent emails and websites to protect themselves against such fraud and criminal acts; and
 - v. To reach out to the nearest SFPL branch or to contact SFPL to check the

authenticity of claim made in any suspicious email/phone call/communication.

- (n) SFPL shall not be made a party to any disputes between the Borrower and the Merchant including any dispute relating to the Product and that the obligation of the Borrower with respect to the Loan shall subsist notwithstanding any dispute between the Borrower and the Merchant.

3.10. Security

The Borrower hereby creates first and exclusive charge by way of hypothecation over the Product for the purpose of securing the Loan together with all Outstanding Amounts and any other amount payable by the Borrower in respect of the Loan.

4. Events of Default and its Consequences

4.1 The Borrower shall be deemed to have committed an act of default if the Borrower commits breach of any of the terms of these Loan Documents and also on the happening of any one or more of the following events, (each an “**Event of Default**” and collectively “**Events of Default**”):-

- (a) an EMI or any payment due by the Borrower has not been paid on the Scheduled Due Date;
- (b) the Borrower is in breach of his obligations contained in the Loan Documents and/or other documents executed by the Borrower with SFPL;
- (c) any representations and/or warranties contained in these presents are found to be untrue, misleading or incorrect, when made or deemed to be made;
- (d) the Product is damaged, stolen, confiscated, attached, rendered unusable, taken into custody by any government official, authority or any other person, subject to any legal proceedings, or is disclaimed;
- (e) the Borrower is in default of any of the terms and conditions of loan sanctioned by any other lender;
- (f) there is a reasonable apprehension that the Borrower is unable to pay his/ her/its debts or the Borrower has admitted its inability to pay his/ her/ its debts, as they become payable; and/or if the Borrower suffers any adverse material change in his financial position; and/or if the Borrower has voluntarily or compulsorily become the subject to proceedings under any bankruptcy or insolvency law or under any other law providing protection as a relief undertaking; and/or the Borrower compounds with his creditors; and/or permits any attachment or sequestrations or other process against any of his assets or properties; and/or
- (g) the death/lunacy or other disability of the Borrower, as may be applicable;
- (h) the Borrower commits any default under terms and conditions of any other loan availed of by the Borrower from SFPL;
- (i) the Borrower fails to furnish any information or documents required by SFPL;
- (j) the Repayment Instruments are not honoured or if the Borrower puts a stop payment on any cheques/payment through NACH or ECS or other payment method, classified as a

Repayment Instrument by SFPL;

- (k) any event that materially affects the ability of the Borrower to make timely payments to SFPL in relation to the Loan;
- (l) there exists any other circumstance, which in the sole opinion of SFPL is prejudicial to the interest of SFPL;
- (m) any litigation, arbitration or administrative proceedings are filed/ pending/ threatened to be filed against the Borrower which proceedings may in the sole opinion of SFPL adversely affect the interest of SFPL;

It is clarified that where there are more than one Borrower, the occurrence of any of the aforesaid events in respect of one of the Borrowers shall be an Event of Default in respect of all of them.

4.2 Upon the occurrence of an Event of Default, SFPL may, without prejudice to the other remedies available under law or in equity, take one or more of the following actions:

- (a) SFPL may declare all Outstanding Amounts and any other amount payable by the Borrower in respect of the Loan to be forthwith due and payable, whereupon such amounts shall become forthwith due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, notwithstanding anything contained herein to the contrary and in case the Borrower fails to pay Outstanding Amount or any part thereof to SFPL on the due date, the Borrower undertakes to forthwith surrender to SFPL or its representatives the Product or any other asset of the Borrower of value sufficient to satisfy the Outstanding Amount or part thereof not paid by the Borrower. SFPL or its representative shall also be entitled to take possession of the Product and/or dispose the same and adjust the proceeds against the Outstanding Amounts. If there is any deficit, the same shall be made good to SFPL by the Borrower.
- (b) Without prejudice to the forgoing and in addition thereto, SFPL shall be entitled to invoke the demand promissory note issued by the Borrower, if applicable.
- (c) SFPL shall be entitled to appoint and authorize third party agents to assist SFPL for enforcement of security and collection of Outstanding Amounts from the Borrower.
- (d) Without prejudice to other rights and remedies of SFPL under law or in equity, in case of default by reason of dishonor of (i) the cheque/ ECS/ NACH mandate signed by the Borrower; or (ii) any other electronic or other clearing mandate approved by the Borrower, when used or presented by SFPL towards repayment of dues by the Borrower,
 - (A) SFPL shall levy on the Borrower (a) a Default Interest on the amount of EMI for every such default till such default continues and is not rectified by the Borrower; and
 - (b) Bounce Charges as applicable from time to time per default, (B) SFPL may initiate legal proceedings under Section 138 of the Negotiable Instruments Act, 1881 or Section 25 of the Payment and Settlement Systems Act, 2007 or under other provisions of Applicable Law.

5. Disclosures

5.1 The Borrower hereby consents and authorizes SFPL to disclose as it may deem appropriate and necessary, all or any:

- (a) information and/or data relating to the Borrower;
- (b) information and/or data relating to the Loan and Product/assets furnished by the Borrower;
- (c) obligations assumed/to be assumed by the Borrower in relation to the Loan under the Loan Documents; and/or
- (d) default, if any, committed by the Borrower in discharge of his obligations under the Loan Documents,

to TransUnion CIBIL Limited (“**CIBIL**”) or any other agency authorized by RBI. CIBIL and/or any other agency, authorized by RBI, may use and/or process the aforesaid information and/or data disclosed by SFPL in any manner as deemed fit by it. CIBIL and/or any other agency, authorized by the RBI, may furnish for consideration, the processed information and/or data or products thereof prepared by it to SFPL or other financial institutions and/or other credit grantors or registered users, as may be necessary in the usual course of business or as may be specified by RBI.

- 5.2 The Borrower confirms and consents that SFPL may also disclose any information / documents relating to the Borrower to SFPL’s employees, agents, contractors, insurance providers or third party service providers professional advisers, branches, affiliates or group companies.

6. Indemnification

- 6.1 The Borrower agrees to indemnify (“**Indemnifying Party**”) on demand and to keep SFPL, its directors and SFPL Representatives (“**Indemnified Party**”) fully indemnified and hold them harmless against all claims (including third party claims), actions, losses, damages, costs, expenses, claims, proceedings, actions, charges, including legal expenses incurred (attorney/advocate fee included) which the Indemnified Party may suffer or incur on account of: (i) any breach or non-performance of these TnCs or the terms of the Loan Documents, by the Indemnifying Party; or (ii) any negligent or fraudulent act or omission by the Indemnifying Party representatives or any other person acting on behalf of the Indemnifying Party; or (iii) occurrence of an Event of Default.
- 6.2 This Clause shall survive the termination of the Loan Documents or expiry of the Loan tenor.
- 6.3 The rights of SFPL to be indemnified under this Clause and these TnCs are without prejudice, independent of, and in addition to, any other rights and remedies available to SFPL under Applicable Laws.

7. Governing Law and Jurisdiction

- 6.1 These TnCs shall be governed by the laws of India.
- 6.2 Subject to the Recovery of Debts Due to Banks and Financial Institutions Act, 1993, the courts/tribunals in the city where the branch of SFPL is situated shall have exclusive jurisdiction in relation to these TnCs and all matters arising in connection herewith.

Provided that nothing contained in this Clause, shall limit the right of SFPL to take proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not and the Borrower irrevocably submits to and accepts for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Borrower irrevocably waives any objection it may have now or in the future to

the laying of the venue of any proceedings and any claim that any such proceedings have been brought in an inconvenient forum.

8. Set-off

SFPL shall, without prejudice to any of its specific rights under any other agreements with the Borrower, at its sole discretion and without notice to the Borrower, be at liberty to apply any other money or amounts standing to the credit of the Borrower in any account with SFPL in or towards payment of the monies due from the Borrower. The rights of SFPL under these presents are in addition to other rights and remedies (including without limitation other rights or set off) which SFPL may have under Applicable Law or otherwise.

9. Notices

Any notice to be given to the Borrower in respect of the TnCs and the Loan Documents shall be deemed to have been validly issued if provided by using the Acceptable Means of Communication and SFPL shall not be liable for any error on the Borrower's part or on the part of the mobile service provider in this regard. Provided, any notice sent by way of a courier or email shall be deemed to have been received by the Borrower within 2 (two) Business Days from the time of its posting in case of courier. In case of email, it should be deemed to be delivered on successful transmission of such email to the receiver.

10. Applicability of TnCs

9.1 These TnCs shall apply to the Borrower on and from the date of the Loan Term Sheet and these TnCs shall be applicable to the Borrower until there are any Outstanding Amount.

10 Miscellaneous

10.1. Any statement of account furnished by SFPL regarding the Outstanding Amount with respect to the Loan shall be accepted by and be binding on the Borrower, and shall be conclusive proof of the amounts due from the Borrower to SFPL. Without prejudice to the above, if the Borrower desires to question any statement or any part thereof, the Borrower shall furnish SFPL full details of the same within 15 (fifteen) days of the receipt of the statement by the Borrower, and SFPL may consider the same and the Borrower shall not be entitled to object thereafter on any ground whatsoever. It is however clarified that the Borrower shall not be entitled to delay any payment of EMI on the ground of the statement of account furnished by SFPL being inaccurate or any other ground.

10.2. Every provision contained in these TnCs shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby nor shall such provision be affected in any other jurisdiction.

10.3. The Borrower understands and agrees that all fees and charges levied by SFPL under these TnCs and Loan Documents in relation to the Loan are non-refundable and non-transferable.

10.4. SFPL shall at any time, be entitled to assign, sell, securitize, discount or transfer all or any part of SFPL's rights and obligations with respect to the Loan, to any person(s)/entity without any notice/intimation to the Borrower and in such manner as SFPL may deem appropriate from time to time. The Borrower undertakes that he shall not do or cause to be done anything which will impede the rights of such assignee in their recovery of any dues. The Borrower shall not be entitled to assign or in any manner transfer any of its rights or obligations with

respect to Loan to any person.

- 10.5. The Borrower agrees that these TnCs may be amended and/or modified and/or supplemented from time to time by SFPL due to any reason including due to any change in the market conditions and the Borrower shall be obligated to comply with such revised TnCs. Any change to the terms of these TnCs shall be communicated to the Borrower by way of the Acceptable Means of Communication. The revised terms under these TnCs may also be accessed, read and downloaded by the Borrower from the Website. The revised TnCs shall be effective and applicable prospectively. Circulation of the amendment by way of the Acceptable Means of Communication by SFPL to the Borrower with respect to the revised TnCs shall be sufficient intimation to the Borrower for effectiveness and applicability of the revised TnCs. Such revised TnCs shall hold true, valid and applicable with respect to the Loan.
- 10.6. The Borrower agrees to execute, deliver and perform, any and all further acts or documents which SFPL may reasonably require to effectuate the purposes of these TnCs and the Loan Documents.
- 10.7. Any omission or delay on the part of SFPL shall not be deemed to constitute a waiver by SFPL of any of its rights under these TnCs.
- 10.8. The Borrower hereby agrees and undertakes that the SFPL shall not be responsible to the Borrower for any post purchase services of the Product.
- 10.9. The Borrower hereby authorizes SFPL to delegate all its rights to SFPL Representatives or officials of its group entities or any third party relating to administration of these TnCs like to verify any fact or information furnished by, concerning and pertaining to the Borrower and/or to collect the Borrower's Outstanding Amount and may furnish to such person/s such documents, information, facts and figures as SFPL deems fit and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto. The Borrower authorizes SFPL Representatives and associates/group entities of SFPL and any of its service providers representing SFPL to communicate with the Borrower, his relatives, the Merchant, employer's/employees of the Borrower for the purpose of information verification during credit appraisal as well as any other purposes while the Loan is outstanding. The Borrower hereby also authorizes SFPL to submit details, information and data related to the Borrower, family members, etc. including related to the Loan to regulatory or statutory authorities or the information bureaus or credit bureaus, national utilities, other agencies, etc. from time to time.
- 10.10. The Borrower shall have no right to terminate these TnCs save and except by payment, in full, of all monies payable under these TnCs to SFPL.
- 10.11. The Borrower understands that each of his obligations under these TnCs is independent and severable from the rest. If any obligation is found not enforceable by a court of law, for any reason, the Borrower shall continue to remain bound by the other obligations stipulated herein.
- 10.12. The Borrower agrees and acknowledges that SFPL may use data that identifies the Borrower and/or furnished by the Borrower to SFPL for statistical analysis, to update SFPL's records, to assess lending and insurance risks, credit appraisal process, to identify, prevent, detect or tackle fraud, money laundering and other crime and for market research. The Borrower also hereby authorizes and consents to SFPL to share or use data that identifies the Borrower and/or furnished by the Borrower to SFPL for any marketing purposes for the products or services developed or distributed by SFPL or any of its group entities.

- 10.13. These TnCs, along with the Loan Documents, constitutes the entire agreement between the Parties with respect to the subject matter of these TnCs and supersedes all prior arrangements, agreements or understandings with respect to such matters. In the event of a conflict between a provision contained under these TnCs and a provision under any other Loan Document, the provision of these TnCs shall prevail over such provision contained under any other Loan Document. A copy of the Loan Documents along with a copy of each enclosure thereto shall be available for download by the Borrower by accessing his respective account through the common login portal. Providing an access to the scanned/ soft copy of these TnCs, Loan Documents, along with a copy of each enclosure through download mode is a valid delivery thereof to the Borrower and the Borrower agrees and accepts it as a valid and proper delivery thereof.
- 10.14. Any delay in exercising or omission to exercise any right, power or remedy accruing to SFPL under these TnCs shall not impair any such right, power or remedy and shall not be construed to be waiver thereof or any acquiescence in any default, nor shall the action or inaction of SFPL in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of SFPL in respect of any other default.
- 10.15. By virtue of availing the Loan and entering into the Loan Documents, the Borrower shall not become employees or agents of SFPL. It is the express understanding and intention of the Parties that no relationship of master and servant / principal and agent / employer and employee / partnership / joint venture shall exist between the Parties.
- 10.16. Nothing in these TnCs shall be construed as creating any obligations of exclusivity on SFPL and the Borrower. SFPL shall, at all times, be entitled to provide Loan to other borrowers for the Purpose specified herein.

SFPL customer care contact details:

- For any grievances/queries, Borrower can write to SFPL at customercare@sarvagram.com

Declaration

I/ We hereby expressly acknowledge and confirm that I/we have carefully gone through the provisions of these Terms and Conditions and hereby record my/our agreement and consent to abide by the provisions of these Terms and Conditions.

**Name:
Borrower**

Name: Co-Borrower (if applicable)

Date: _____