

## Terms and Conditions

1. I/we (hereinafter called as Borrower (s)) hereby agree that based on Borrower(s) Request, Representations, Warranties, Covenants and Undertakings as contained herein in relation to the Term Loan, the bank has agreed to lend to the Borrower(s) and the Borrower(s) agrees to borrow from the Bank, the Term Loan.

2. The T&C are accepted by OTP Validation from customers registered mobile number with Axis Bank and shall subsist until all monies due and payable by the Borrower(s) to the Bank under this facility shall have been fully paid to and received by the Bank.

3. The Borrower(s) hereby agree to pay the Service Charges and any other fees as applicable and undertake to reimburse the same to the Bank separately.

4. The Bank shall be entitled to debit all other amounts due and payable by the Borrower(s) under this Agreement (including but not limited to interest tax, fees, stamp duty, processing fee, login fees, costs, service/prepayment and other charges, including on account of execution and stamping of this Agreement and any other documentation, claims and expenses) to the Loan account, unless separately reimbursed to the Bank by the Borrower(s).

5. The Borrower(s) hereby understand that the Bank shall have an unconditional right to cancel the undrawn/un-availed/unused portion of the Loan at any time during the subsistence of the Loan, without any prior notice, for any reason whatsoever. In the event of any such Cancellation, all the provisions of this facility shall continue to be effective and valid, and the Borrower(s) shall repay the outstanding dues duly and punctually.

### 6. Interest & Loan Account:

A. EDI - Equated daily installment will be deducted on a daily basis from the Axis Bank current account. In case the customer has not made repayment from EDI can do the needful by timely payment of the outstanding Equated monthly installment (EMI) on due date.

B EMI – Equated monthly installment will be deducted on a fixed date of the month through E-Nach mandate or Standing instruction whichever repayment option chosen by the customer.

C. As per extant guidelines of RBI loan repayment should occur directly from customers account to the bank hence EDI/Daily retention amount will be debited from customers current account with Axis Bank and parked separately in Axis Bank Merchant Cash Advance (MCA) Partition account/GL. Proceeds from the Freecharge QR to be settled by Freecharge in the customer current account with Axis Bank (as per regular business practice) Freecharge Technologies Private limited will act as a Technical Service provider (TSP) in the EDI settlement process.

D. The Borrower(s) agrees to pay interest on the Loan as per the Key Fact Statement and the Interest rests shall be calculated at the applicable rate.

F. Interest on the Loan shall be computed and debited to the Loan Account –

- i. At the intervals as stated in the Key Fact Statement
- ii. Taking the basis of 365 days a year
- iii. At interest rate more particularly described in the Key Fact statement herein or as may be prescribed by the Bank from time to time.

G. Interest Tax and other taxes/levies as may be applicable from time to time on the Loan shall be borne solely by the Borrower.

H. All amounts in default for payment (i.e., not paid by the Borrower when due to the Bank), costs, charges and expenses debited to the Loan account shall attract penal interest accrued at a fixed rate as per the Key Fact Statement.

### **7.1. Repayment from Bank account**

A Principal bank account implies that the customer is operating a non-axis bank account through which eligibility for Merchant Cash Advance (MCA) product was determined and repayment of loan will be serviced through the same account via e-Nach mandate setup on their principal bank account after customer consent.

B. For Axis Bank accounts, the customer shall provide SI towards repayment of loan.

C. Existing Axis Bank account customers will be able to make repayments through SI linked to their current account.

D. The Borrower shall repay to the Bank the amount in terms of the instalments as agreed and as shall remain due and owing to the Bank.

E. In case of shortfall in recovery, Bank reserves the right to mark lien on the Borrower's Axis Bank account for the shortfall amount, at its sole discretion.

F. The Borrower shall share consent to the Bank for Electronic Clearing Service mandate/Standing Instruction mandate/e-Nach mandate towards repayment installments; and any other document or writing as the Bank may require in its sole discretion.

G. There are no charges levied to the customer for e-Nach mandate registration or Standard instruction registration.

H. Registration of e-Nach mandate will authorize the Bank to debit the account based on the instructions provided by customer.

I. Borrower(s) are authorized to cancel/amend e-Nach mandate at any given point of time by appropriate communication/amendment request to the Bank.

J. It will be the sole responsibility of the Borrower to inform in writing of any change or withdrawal of the e-Nach mandate thus availed. Such change or withdrawal will take 30 days to be effective upon receipt of the request. Failure of the Borrower to do the same and subsequent debits if any towards payments will constitute valid transactions and the Borrower will be liable to pay the same.

K. If auto debit fails due to insufficient balance in your bank account, then the Bank may levy a penalty for the same as mentioned in Key Fact Statement (KFS).

### **7.2 Repayment from Linked Current Account**

A. I/we authorize the Bank to deduct the monthly EMI and any overdue from my Linked Current Account.

B. The outstanding EMI will be recovered through E-Nach mandate / Standing Instruction mandate and the customer can repay the loan through Equated daily installment from its Axis Bank current account.

### **8. Bank's Rights:**

The Bank shall, in relation to the Loan:

- A. Have the sole right at any time during the tenure of this Agreement to revise/reschedule the repayment terms/amount or of any other amounts outstanding there under and the Borrower shall make all future repayments to the Bank according to such revised Schedule on being notified by the Bank of such revision or re-schedulement.
- B. Have the sole right to amend any of the terms and conditions of this Agreement including but not limited to revision of Interest Rate (including the Default Interest Rate), periodicity of compounding interest, method of effecting credit of the repayments without assigning any reason or notifying the Borrower and the Borrower agrees that such revision shall become applicable from date of such revision in the records of the Bank.
- C. Have the right to enter the Property, inspect books of accounts/assets and records maintained by the Borrower, the cost of which shall be borne by the Borrower.
- D. have the right to obtain refinance against the Loan as it may consider appropriate.

**9. Borrower's Representations, Warranties, Covenants and Undertakings:**

With a view to induce the Bank to grant the Loan to him, the Borrower, hereby represents/warrants/covenants/undertakes with the Bank that it.

- A. has been duly formed and has the power to carry on its business as it is now being carried on and to own its property and assets and has the power to borrow the Loans and the authorized signatories have the authority to execute the loan documentation on behalf of the Borrower.
- B. Shall furnish to the Bank all such information, statements, particulars, estimates and reports etc. as the Bank may require from time to time as to the compliance with the terms of the Loan.
- C. Shall not to enter into any scheme of merger, amalgamation, compromise, or reconstruction without the prior written consent of the Bank.
- D. Shall not to permit any change in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower shall change, without the prior written consent of the Bank.
- E. Shall not to effect any material change in the management of the business of the Borrower, without the prior written consent of the Bank.
- F. Shall not to make any amendments in the Borrower's Memorandum and Articles without the prior written consent of the Bank (in case of the Borrower being a company).
- G. Has no major pending claims, demands, litigation or proceedings against him before any court or authority (public or private).
- H. Shall ensure/utilize the entire loan for that the purpose for which the Loan is advanced by the Bank is fulfilled in all respects and produce to the Bank, the necessary documents, as may be required by the Bank.

- I. Shall not, during the tenure of this Agreement, avail of or obtain any further loan or facility on the property constituting the Bank's security without the prior written consent of the Bank.
- J. Shall (in case of more than one Borrower) be jointly and severally liable to repay the Loan, interest, and all other sums due and payable under this Agreement and to observe its terms and conditions.
- K. Shall not stand surety or guarantor for any third-party liability or obligation.
- L. Shall comply with all the terms of the Sanction and keep himself aware of the rules of the Bank, as pertaining to this Loan, and in force from time to time.
- M. Shall utilize the Loan only for the purpose which is sanctioned - Working Capital

**10. Borrower's Declaration:**

- A. I/We am/are director(s) of Axis Bank Limited and also a director(s) / partner(s), manager(s), managing agent (s), employee (s), or guarantor(s) or holder(s) of substantial interest of the borrower or its subsidiary or its holding company.
- B. I/We am/are director(s) of any other bank or the subsidiaries of any of the banks or trustees of mutual funds / venture capital funds set up by the banks and also a director(s) / partner(s), manager(s), managing agent(s), employee(s) or guarantor(s) or holder(s) of substantial interest of the borrower.
- C. I/We am/are the relative(s) of the director(s) of Axis Bank Limited or any other Bank, as defined by extant guidelines of RBI from time to time, and also a director(s) / partner(s) or guarantor(s) or major shareholder(s) or in control of the borrower or a major shareholder(s) or in control of the holding or subsidiary company of the borrower.
- D. I/We am/are senior official(s) of the Bank or relative of the senior official of the Bank, as defined by extant guidelines of RBI from time to time, and also a director(s) / partner(s), or guarantor(s) or holder(s) of substantial interest of the borrower.
- E. If any of the above clause is applicable, then please furnish the details. In case if any of the above stated declarations are breached during the tenor of the facility, the borrower shall inform the bank immediately. In case of non-compliance with the undertaking or giving wrong undertaking in relation to the provisions Connected Lending/Section 20 of the BR Act, at any time during the currency of loan, the Bank reserves the right to recall the loan immediately.
- F. Politically exposed persons are individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or Governments, senior politician, senior government/judicial/military officers, senior executives of state-owned corporations, important political party officials, etc. I declare that I am not a Politically Exposed Person (PEP), nor I am related to any Politically Exposed Person (PEP). I undertake that in the event of subsequently becoming a PEP, I will immediately intimate the Bank regarding the same.

**11. I/We further undertake as follows:**

- A. I/We will not invest or lend money except in the normal course of business or act as surety or Guarantor without getting the written consent of the Bank.
- B. During the currency of the said credit facility, I/We agree not to dissolve and/or to reconstitute and/or to make any alterations or change in the existing partnership without the prior written permission of the Bank. (This clause is applicable in the case of partnership firms only.)

C./We agree to keep you informed of the changes in the top-level management of our firm/company, from time to time.

D./We agree to utilise the credit facility sanctioned only for the purpose sanctioned by the Bank.

E./We undertake that the proceeds of the facility shall be used only for business purposes and not be used for investment in the capital market, any speculative purposes or purchase of gold in any form including primary gold, gold bullion, gold jewelry, gold coins, units of Gold Exchange Traded Funds (ETF), units of gold Mutual Funds and small savings scheme.

F. If the account is rendered overdrawn due to EMI default, the firm/company shall make good available the overdrawn amount immediately from its own sources.

G. The Borrower hereby agree and undertake that no such person whose name is appearing in the list of Willful defaulters shall be inducted on its board and that in case, such a person is found to be on its Board, it would take expeditious and effective steps for removal of such person from its Board.

## **12.Events of Default:**

The Bank may by a written notice to the Borrower, declare all sums outstanding under the Loan (including the principal, interest, charges, expenses) to become due and payable forthwith irrespective of any agreed maturity forthwith upon the occurrence (in the sole decision of the Bank) of any one or more of the following:

A. The Borrower commits any default in the payment of interest, principal, other charges, or any obligation and in the payment of any other amounts to the Bank when due and payable.

B. The Borrower fails to pay to any person other than the Bank any amount when due and payable or any person other than the Bank demands repayment of the loan or dues or liability of the Borrower to such person ahead of its repayment terms as previously agreed between such person and the Borrower.

C. The Borrower defaults in performing any of its obligations under this Agreement or breaches any of the terms or conditions of this Agreement or any other security documents, undertakings etc. executed in favour of the Bank.

D. The death, failure in business, going into liquidation/dissolution, amalgamation, or reconstruction, except with prior written approval of the Bank, general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors or threatens to do so, filing of any petition of winding up against the Borrower.

E Any of the information provided by the Borrower to avail the Loan or any of his Representations, Warranties herein being found to be or becoming incorrect or untrue.

F. Any person other than the Bank commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commit act of insolvency; or

G. The Bank, for any regulatory or other reasons, is unable or unwilling to continue the Loan.

H If a Receiver is appointed in respect of the whole or any part of the property/assets of the Borrower or if any attachment, distress, execution, or other process against the Borrower, or any of the securities is enforced or levied upon.

I If it is certified by an Accountant of a Firm of Accountants appointed by the Bank (which the Bank is entitled and hereby authorised to do so at any time) that the liabilities of the Borrower exceed the Borrower assets or that the Borrower is carrying on business at a loss.

- J. If any circumstance or event occurs which would or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower to repay the Loan or any part thereof.
- K. If any circumstance or event occurs which would or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower to repay the Loan or any part thereof (or the implementation of the Project).
- L. If the Loan or any part thereof is utilised for any purpose other than the purpose for which it is applied by the Borrower and sanctioned by the Bank.
- M. Upon happening of any substantial change in the constitution or management of the Borrower without previous written consent of the Bank or upon the Management ceasing to enjoy the confidence of the Bank.
- N. If the Borrower fails to furnish any information or documents required by the Bank.
- O. If the Borrower fails to furnish to the Bank detailed end use statement of the Loan as and when so required by the Bank within the time prescribed by the Bank.
- P. All or substantially all the undertaking, assets or properties of the Borrower or its interests therein are seized, nationalized, expropriated or compulsorily acquired by the authority of Government.

### **13. Notice on the happening of an Event of Default:**

If any event of default or any event which, after the notice or lapse of time or both would constitute an event of default shall have happened, the Borrower shall forthwith give the Bank notice thereof in writing specifying such event of default, or such event. The Borrower shall also promptly inform the Bank if and when any statutory notice of winding-up under the provisions of the Companies Act, 1956 or any other law or of any suit or legal process intended to be filed/initiated against the Borrower, is received by the Borrower.

### **14. Consequences of default:**

In the event of any default as above the Bank shall have the right: -

- A. to recover the entire dues of the Loan,
- B. to suspend any withdrawal to be effected in the Loan account,
- C. Take any other action as it may deem fit for recovery of its dues,
- D. All amounts in default for payment, due to delay or non-payment of EMI/Instalment or interest thereon including any costs, charges and Expenses or due to occurrence of any other Event of Default as per point no. 12 shall be debited to the loan/drawal account and in such case Bank shall also levy the penal interest and other charges as applicable and prescribed in the Key Fact Statement in the said loan/drawal account for the period of default without there being any need to assign a reason for the same, which shall be paid by the Borrower.
- E. However, if Borrower fails to make the payment of above said amounts in default for payment or the penal interest and other charges levied by the Bank within 90 days from the due date of such payment, in that case said loan/drawal account shall be the classified as Non-Performing Asset ("NPA").

F. In order to regularise the said loan/drawal account, the Borrower shall be liable to pay all the above mentioned amounts in default and/or penal interest and other charges, as the care may be, [on immediate basis]

G. The Bank shall also be entitled to adjust and a right to set-off on all monies belonging to the Borrower standing to his credit in any account whatsoever with the Bank, towards payment of deficiency.

H. The Bank may at the risk and cost of the Borrower engage one or more person(s) to collect the Borrowers outstanding and/or to enforce any security may furnish to such person the right and authority to perform and execute all acts, deeds, matters, and things connected therewith or incidental thereto as the Bank thinks fit.

### **15. Assignment and Transfer:**

A. The Bank shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the Loan and outstanding amounts under the Loan or any other rights and obligations of the Bank under this Agreement or any other document pursuant hereto to any person/entity in a manner or under such terms and conditions as the Bank may decide in its sole discretion without reference to or intimation to the Borrower.

B. The Borrower expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the Loan is sold or transferred as his lender and make the repayment of the Loan to such person as may be directed by the Bank.

C. The Borrower shall not be entitled to directly or indirectly assign his rights or obligations under this Agreement in part or in whole to any person.

### **16. Data Sharing Consent:**

The borrower expressly consent to and authorize Freecharge Payment Technologies Private Limited on behalf of Axis Bank Limited (the "Bank") (whether acting by itself or through any of its service providers, and whether in automated manner or otherwise), to do and undertake any of the following, in relation to my application details, personal data and sensitive information about me, information, papers and data relating to know your customer (KYC), credit information, and any other information whether about me or not as may be deemed relevant by the Bank (collectively, "Information") for the purposes of facilitating the Bank to open current account and term loan account, provide customer with other personal finance products like Insurance, MF etc.:

A. To collect the Information from me and other physical or online sources including accessing the same from credit information companies, information utilities, websites, data bases and online platforms (whether public or not); to get the authenticity, correctness, adequacy, etc. of the Information verified from any sources and persons including from online data bases.

B. Process Information including by way of storing, structuring, organizing, reproducing, copying, using, profiling, etc. as may be deemed fit by the Bank.

C. To store the Information for such period as may be required for contract, by law or for the Bank's evidential and claims purposes, whichever is longer.

D. To share and disclose the Information to service providers, consultants, credit information companies, information utilities, other banks and financial institutions, affiliates, subsidiaries, regulators, investigating agencies, judicial, quasi-judicial and statutory authorities, or to other persons as may be necessary as per the consent.

E. Any of the aforesaid may be exercised by the Bank for the purposes mentioned above, for the purposes of credit appraisal, fraud detection, anti-money laundering obligations, for entering into contract, for direct marketing, for developing credit scoring models and business strategies, for monitoring, for evaluating and improving the quality of services and products, for other legitimate purposes or for any purposes with consent.

F I expressly agree to and subject me to the automated processing, automated profiling and to the automated decision making by or on behalf of the Bank.

G.I expressly agree to the Bank and/or its affiliates for using the Information and for cross-selling to me their various products and services from time to time.

#### **17.Miscellaneous:**

A. Without prejudice to the Bank's other rights and remedies, the Bank shall be entitled to charge at its own discretion enhanced rates of interests on the outstanding in the loan accounts or a portion thereof or for any default or irregularity on the Borrower part which in the opinion of the Bank warrants charging of such enhanced rates of interests for such period as the Bank may deem fit.

B. It is hereby agreed that the terms and conditions may be amended, revised, substituted by way of written communication by the Bank to the Borrower from time to time. Such correspondences between the Bank and acceptance thereof by the Borrower shall be deemed to be an integral part of this Agreement and shall be read in conjunction thereof

C. The Borrower(s) agree that any delay or omission by the Bank in exercising any of its rights, powers, or remedies as the lender of the loan shall not impair the right, power or remedy or be construed as its waiver or acquiesce by the Bank.

D. Any notice or demand hereunder shall be in writing, signed by any of the Bank officers and may be made by leaving the same or sending it through the post addressed to the Borrower at the address last known to the Bank or on the mail registered with the Bank; and a notice or demand so given or made shall be deemed to be given or made on the day it was so left or, as the case may be, two business days following that on which it was so posted, and shall be effectual notwithstanding that the same may be returned undelivered and notwithstanding the Borrower change of address.

E. The Borrower shall indemnify and keep the Bank indemnified against all actions, suits, proceedings and all costs, charges, expenses, losses, or damages which may be incurred or suffered by the Bank by reason of any false or misleading information given by the Borrower to the Bank hereunder or any breach/ default/ contravention/ non-observance/ non-performance by the Borrower of any terms, conditions, agreements and provisions hereunder. The Bank shall be entitled to include any amount payable by the Borrower under this Clause in the said dues being the subject matter of this Agreement.

F. If any provision of this Agreement is illegal, invalid, or unenforceable for any reason it will be severed from the remaining provisions, which will remain unaffected.

G. The Bank may at the risk and cost of the Borrower engage one or more person(s) to collect the Borrower outstanding and may furnish to such person the right and authority to perform and execute all acts, deeds, matters, and things connected therewith or incidental thereto as the Bank thinks fit.

H. The Borrower and Guarantor(s) shall be deemed to have given their express consent to the Bank to disclose the information and data furnished by them to the Bank and also those regarding the credit



facility/ies enjoyed by the borrower, conduct of accounts and guarantee obligations undertaken by guarantor to the Credit Information companies who are authorized to seek and publish information, upon accepting the terms and conditions for this loan.

I. The Processing Fees are non-refundable.

J. The borrower shall pay the charges to the bank as per the Banks standard schedule of charges for various services rendered by the Bank. The Bank Schedule of charges for various services is enclosed.

K. In the event of any change of address for communication, any change in business/ profession by you, the same should be intimated to the Bank, immediately.

L. As per the regulatory guidelines, classification of accounts as NPA is done borrower-wise and not facility-wise and hence, in case of non-payment dues of the customer in case of any facility availed from the Bank and consequently the account is to be classified as NPA, all other loan accounts of the borrower, with the Bank also shall be classified as NPA as per the guidelines issued by RBI and it shall entitle the Bank to recall all such loans / facilities availed by the same customer from the Bank, irrespective of the regular repayment of such accounts.

M. The facility is at sole discretion of the Bank.

N. The rate of interest once accepted on digital platform will not undergo change throughout the tenure of the loan as per Key Fact statement.

O. All loans are at the sole discretion of Axis Bank and are subject to adherence of Terms and Conditions stipulated by the Bank and guided by Statutory and Regulatory directives from time to time.

P. Axis Bank would have sole discretion on approval or disallowance of facilities, drawings beyond the sanctioned limits and disallowing drawing on a borrower account on its asset classification or on account of any non-compliance with the terms of sanction.

Q. Axis Bank does not have an obligation to meet further requirements of the borrowers on account of growth in business etc. without proper review of credit limits.

R. All disputes, differences and / or claim or questions arising out of these presents or in any way touching or concerning the same or as to constructions, meaning or effect thereof or as to the right, obligations and liabilities of the parties hereunder shall be referred to and settled by arbitration, to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 including related rules and regulations and any other statutory amendments thereof, of a sole arbitrator to be nominated by the Lender/Bank, and in the event of death, unwillingness, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the Lender/Bank may appoint a new arbitrator to be a sole arbitrator. The arbitrator shall not be required to give any reasons for the award and the award of the arbitrator shall be final and binding on all parties concerned. The seat and venue of arbitration proceedings shall be at Mumbai. The arbitral procedure shall be conducted in English.

S. The Fair Practice for the Lenders as published on the Axis Bank's website, shall apply to the Loan. Copy of the Fair Practice Code for lenders as available on the Bank's website.  
<https://www.axisbank.com/docs/default-source/default-document-library/fair-practice-code-for-lenders.pdf>

T. I/We am/are aware that a loan up to Rs. 10 lakhs by virtue of being granted to a non-farm income generating enterprise engaged in manufacturing, services, trading or allied agricultural activities may be classified as a MUDRA loan in accordance with the Pradhan Mantri MUDRA Yojana (PMMY). I/We



hereby give my/our consent to classify this loan as a Mudra loan if the parameters specified for the same are met.

U. To know more about the privacy policy of the following: -

Freecharge:

<https://merchant.freecharge.in/privacy-policy>

Axis Bank:

<https://www.axisbank.com/privacy-policy>

**18. List of all the vendors is attached [here](#)**

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Post your acceptance of the Terms and Conditions, an acceptance from the Bank will be communicated via a Welcome Letter on your registered email.