

**GENERAL TERMS AND CONDITIONS (T&C)  
AS APPLICABLE TO CREDIT FACILITIES OF  
ASTHAMURTI FINSERV PRIVATE LIMITED**

**INTRODUCTION**

**Asthamurti Finserv Private Limited** (known through its brand name “ **Asthamurti Finserv** ”) is a company incorporated as per the provisions of the Companies Act 1956 and is also a Non-Deposit accepting Non-Banking Financial Service company as per the provisions of the Reserve Bank of India Act, 1934 (hereinafter referred to as the “**Company/ Asthamurti Finserv**”).

Asthamurti may grant the Loan only after completion of the Asthamurti prescribed Application Form, as amended, from time to time. Asthamurti reserves its right to refuse or reject any Application Form, notwithstanding the Applicants satisfying the eligibility criteria, if any, set by Asthamurti for the sanction of the Loan. The Terms and Conditions mentioned below shall be applicable to all loans granted/disbursed by Asthamurti and shall govern all the matters arising out of any Loans sanctioned or granted by Asthamurti Finserv.

**DEFINITIONS AND REFERENCE TERMS:**

The following words/expressions shall carry the meaning ascribed to them throughout the Terms and Conditions, unless otherwise stated.

- A. “**Application Form**” means the application form as prescribed by Asthamurti from time to time and filled in by the Borrower/s to avail the Loan.
- B. “**Applicant/s**” or “**Borrower/s**” means any Person, whose Application Form either as Borrower or Co-Borrower, has been processed according to the prescribed Eligibility Criteria and to whom the Loan has been sanctioned and/or disbursed by Asthamurti. The term “Borrower” used in these Terms and Conditions will include Co-Borrower and/or Guarantor/s unless the context requires otherwise. The expressions namely “Applicant/s” or “Borrower/s”, shall include his/her/their heirs, executors, administrators and legal representatives respectively.
- C. “**Approved Company**” means a Company approved by Asthamurti for the purposes of the Loan.
- D. “ **Asthamurti** ” shall mean Asthamurti Finserv Private Limited, a company duly constituted, registered and in existence in accordance with the laws of India now in force and having its registered office at 809 Centre Point, Opp Circuit House, Alkapuri Alkapuri, Vadodara, Gujarat-390007 India.
- E. “**Co-Borrower/s**” means any Person named and described as Co-Borrower in the Application Form and shall include his/her/their heirs, executors, administrators and legal representatives respectively.
- F. “**Delayed Payment Charges**” shall mean the additional amount payable by the Borrower/s to Asthamurti on account of any delay in payment of any Installment and intimated to the Borrower/s.
- G. “**Demand Promissory Note**” means the Demand Promissory Note in the format prescribed by Asthamurti, to be executed by the Borrower/s jointly or severally, to secure payment of the Loan given to the Borrower/s individually and/or in a group.

- H. **“Electronic Clearance Service (“Debit Clearing”) and/or “ECS”** means the debit clearing service notified by the Reserve Bank of India or the clearing service of the National Automated Clearing House and for which the Borrower/s has/have agreed (in writing) to participate in for facilitating payment of Installments.
- I. **“Eligibility Criteria”** means the minimum eligibility criteria set forth by Asthamurti to judge the credit worthiness of an Applicant/s, which is subject to change from time to time, at the sole and absolute discretion of Asthamurti Finserv.
- J. **“Fee”** means the aggregate amount payable by the Borrower/s to Asthamurti, as per the details provided in the Application Form, towards the servicing fee, loan processing fee, the registration fee and such other details provided in the Application Form.
- K. **“Guarantor/s”** means any Person named and described as a guarantor in the Application Form.
- L. **“Installments”** means the principal, Fee and interest therein payable at specific intervals, as per terms of the Sanction Letter/Most Important Document during the tenor of the Loan, towards repayment of the Outstanding Balance.
- M. **“KYC”** means the Know Your Customer Policy adopted by the Company (as may be amended from time to time by the Reserve Bank of India).
- N. **“Lender”** means Asthamurti Finserv Private Limited.
- O. **“Loan”** means the loan sanctioned/disbursed by the Lender to a Borrower/s pursuant to the acceptance of a duly filled in Application Form and issuance of Sanction Letter.
- P. **“Loan Documents”** means these Terms and Conditions, any and all Application Form, Demand Promissory Note, Most Important Documents (MID) and all other documents, instruments, certificates, guarantees and agreements executed and/or delivered by the Borrower/s, Guarantor/s or any third party in connection with Loan in favour of Asthamurti as per terms of the Loan Sanction Letter.
- Q. **“Most Important Documents (MID)”** means the documents that include the key terms of the loan sanctioned to the Borrower/s, in the way clearly understood by the Borrower/s.
- R. **“Outstanding Balance”** means the balance of the Loan outstanding alongwith all amounts payable by the Borrower/s to the Lender including principal amount, interest, costs, Fee, charges, expenses etc.
- S. **“Payment”** means the payment towards installments or charges, i.e., principal, interest, default interest or charges (applicable as per terms of the Sanction Letter) in respect of the Loan through any mode as approved by the Lender.
- T. **PDC** means Post Dated Cheques issued by the Applicant/s for Payment towards the Loan.
- U. **“Person”** shall include any individual, Hindu Undivided Family (HUF), partnership firm, company, body corporate, association, society (as defined under Indian Laws) or any other legally recognized entity.
- V. **“Pre-Payment”** means the payment of the entire Loan including the Rate of Interest, Fee and other charges, according to the procedure prescribed in Article 5 of these Terms and Conditions, through any mode as approved by the Lender.

- W. **“Rate of Interest”** means the rate at which interest on the Loan is payable by the Borrower/s and/or the Guarantor to the Lender and mentioned in the Application Form/ Sanction Letter, as amended from time to time with prior intimation to the Borrower/s.
- X. **“Receipt”** means the receipt issued by the Borrower in favour of Asthamurti in the form prescribed by Arogya Finance for acknowledgment of disbursement of the Loan or a part thereof.
- Y. **“Sanction Letter”** means the letter issued by Asthamurti sanctioning the Loan along with the relevant particulars, terms & conditions mentioned in the same.
- Z. **“Scheduled Due Date”** means each of the dates on which the Installments together with any other costs, charges, Fee and expenses if any, are due and payable by the Borrower to Asthamurti Finserv
- AA. **“Standing Instructions”** and/or **“SI”** means the written instructions issued by the Borrower/s to the Bank where the Borrower/s maintain/s an account, an amount equal to the Installments, in favour of Asthamurti for repayment of the Loan.
- BB. **“Terms and Conditions”** or **“Terms”** mean the Terms and Conditions as contained hereunder, including all covenants, representations and schedules.

## **ARTICLE 1: LOAN, RATE OF INTEREST, TAXES ETC.**

### **1.1 Loan**

- (a) The Loan provided by Asthamurti shall be the amount stated in the Sanction Letter which shall be strictly in accordance with the Terms and Conditions mentioned herein below and in other documents executed by the Borrower/s / Guarantor/s.
- (b) The Loan may be disbursed by Asthamurti in one lump sum or in such instalments as may be decided by Asthamurti. The Borrower(s) shall acknowledge the Receipt in the form required by Asthamurti in respect of each amount so disbursed.

### **1.2 Terms of Disbursement and draw downs.**

- (a) Subject to the terms and conditions set forth herein and in the other Loan Documents, Asthamurti may extend the Loan to the Borrower up to an aggregate of the principal amount as specified in the Loan Sanction Letter.
- (b) The Loan shall be utilized by the Borrower only for the specific purpose as stated in the Loan Documents, and for no other reason or purpose whatsoever.

### **1.3 Rate of Interest**

- (a) Asthamurti shall be entitled to revise the Rate of Interest at any time and from time to time as per its policy and/or applicable laws and regulations, if any, during the tenor of the Loan at its discretion. Asthamurti shall inform the Borrower/s about the variation in the Rate of Interest in due course. Upon revision of the Rate of Interest, either the amount of unpaid Installments may be re-computed or the number of Installments may be increased or decreased, as the case may be, in such a manner that the amount of Loan and interest thereon outstanding on the date of revision of the Rate of Interest is equally distributed through each of the unpaid Installments.

- (b) Asthamurti reserves the right to increase the Rate of Interest, suitably and prospectively, in line with an increase in Arogya Finance's borrowing rate. Asthamurti shall have the right to re-compute installments if the interest rate is varied.
- (c) The Borrower/s shall pay a non-refundable processing fee and/or service charge and/or commission, as specified in the Sanction Letter.
- (d) The Terms and Conditions entered into between Asthamurti and the Borrower/s is a pure financial arrangement and Arogya Finance shall not be liable to the Borrower/s for any liability, claim, loss or expense of any kind caused directly or indirectly to the Borrower/s.

#### 1.4 Direct and Indirect Taxes and Duties

The Borrower shall pay to Asthamurti any and all taxes, duties or cesses including but not limited to service tax, stamp duty, VAT, duties, and/or all other levies and imposts, by whatever name called, payable in relation to the Loan provided by Asthamurti and/or the services provided pursuant hereto and/or any or all the Loan Documents. The Borrower/s shall reimburse to Asthamurti any such amount which may become payable or has been paid by Asthamurti, as and when called upon to do so by Asthamurti and if the Borrower/s fails to pay/reimburse the same, such amounts paid by Asthamurti shall form part of the principal amount of the Loan disbursed.

### ARTICLE 2: PAYMENTS

- 2.1 The Borrower/s shall pay to Asthamurti all Installments, inclusive of interest, on a monthly basis on the Scheduled Due Date, from the first due date to the last due date as mentioned in the Application Form/Sanction Letter/ Most Important Document (MID), time being the essence of the contract, by issuing PDCs/ECS to Asthamurti. The Borrower/s shall honor all payments without fail on first presentation/Scheduled Due Dates and Borrower/s shall not instruct their bankers to stop payment of the cheques / countermand the cheques.
- 2.2 The Borrower/s shall also not instruct Asthamurti to withhold depositing the cheques/ECS. Any non-presentation/delayed presentation of the cheque/ECS, due to any reason, will not affect the liability of the Borrower/s to pay the Installments on time. The Borrower/s shall replace the cheques /ECS issue fresh cheques/ECS if so required by Asthamurti. Asthamurti shall be entitled to recompute the Installments if there is an increase in the Rate of Interest.
- 2.3 Asthamurti shall be entitled to present the appropriate PDC/ECS in respect of the Installments at any time on or after the due date of such installments. In the event Asthamurti does not for any reason deposit the cheque/ECS before the expiry of the validity of the cheque, ECS the Borrower/s shall deliver to Asthamurti, within 7 (seven) days of a request by Asthamurti in this regard, a new cheque/ECS of a like amount.
- 2.4 If the Borrower/s wish to swap/interchange the PDC/ECS issued by him/her, the Borrower/s may do so on paying Asthamurti swap charges stipulated in the Sanction Letter and/or Most Important Document (MID). Any costs, including applicable taxes, incurred in this regard shall be borne by the Borrower/s.
- 2.5 The Borrower/s shall not dispute Arogya Finance's method of calculating Installments.
- 2.6 The Borrower/s shall be liable to pay dishonour charges for each cheque/ECS bounce. In addition to replacing the bounced cheques/ECS by a demand draft or paying cash in lieu of the bounced cheque/ECS, the Borrower/s shall also be liable for Delayed Payment Charges on the

outstanding amount from the due dates of the Installments till the date of receipt and/or realization of payment and shall also be liable to reimburse Asthamurti's costs and expenses, including legal fees, and other collection expenses as per actuals. Nothing contained in this clause shall prejudice the other rights of Asthamurti in law or otherwise.

- 2.7 If any of the cheques/ECS issued by the Borrower/s bounces and the Borrower/s issue/s another cheque/ECS in lieu of the bounced cheque/ECS or deposits the amount in cash in respect of such bounce, Asthamurti shall have the right to retain the bounced cheque/ECS in its record and/or destroy the same as Asthamurti may deem fit and proper. The Borrower/s shall not insist and/or demand the return of the said bounced cheque/ECS under any circumstances.
- 2.8 The Borrower/s shall intimate and instruct the employer/s of the Borrower/s to transfer every month from the Borrower/s' salary/emoluments a specific sum (being the Installments) towards the repayment of the Loan, to Asthamurti. The Borrower/s confirm/s that Asthamurti shall have the authority to approach the employer/s of the Borrower/s directly for repayment of Installments and/or any other charges/sums due from the Borrower/s to Asthamurti.
- 2.9 In the event of foreclosure or closure of the Loan, Asthamurti shall return the PDCs/ECS, if any, lying with Asthamurti to the Borrower/s within 60 days time to be calculated from the date when Asthamurti receives the request from the Borrower/s. If the Borrower/s does/do not collect the unutilized PDCs/ECS from Asthamurti within the said period, Asthamurti shall have the right to destroy the same, as it may deem fit and proper. The Borrower/s shall not have any right to demand the return of the said cheques/ECS after the expiry of the said period. The Borrower/s may issue stop payment instructions for all the unutilized Post Dated Cheques/ECS, post payment of all loan obligations the Asthamurti Finserv.
- 2.10 The Loan shall be repayable by the Borrower/s on demand by Asthamurti. Notwithstanding specifying / providing a repayment schedule, Asthamurti shall have the right to be paid on demand the entire Loan along with other dues under the Terms and Conditions specified herein.
- 2.11 Asthamurti shall have the first lien on the Borrower/s emoluments and terminal dues from the employer/s and in case the Borrower/s defaults on the Loan, Asthamurti shall have the first right to collect the entire termination value of the Loan, including principal outstanding, Installment's overdue, cheque/ECS bounce charges, Delayed Payment Charges and all other expenses incurred by it in the process of recovery, from the amount due to the Borrower/s by the employer/s. Asthamurti shall, at its discretion, be entitled to call upon the Borrower/s' employers to directly remit the amount of Installments to Asthamurti. The Borrower/s, if an employee of any entity, shall intimate the employer/s of the Borrower/s' of the Borrower/s' obligations under these Terms and Conditions herein and arrange for such terms to be given effect to by the employer/s.
- 2.12 Asthamurti would at its discretion be free to recall the entire Loan, if any information supplied by the Borrower/s regarding income, employment, personal details, or any other information are found to be incorrect or false for any reason whatsoever or if the Borrower/s commits any act/event of default under these Terms and Conditions.
- 2.13 The Borrower/s and/or the Guarantors shall be jointly and severally liable to Asthamurti for repayment of the Loan including the Rate of Interest, any other costs, charges, Fee and expenses.

### **ARTICLE 3: SECURITY**

- 3.1 The Borrower shall execute Demand Promissory Note and other documents, in the form as approved by Asthamurti, in favour of Asthamurti for the amount of the Loan together with interest.
- 3.2 As and when called upon by Asthamurti, the Borrower/s shall provide such security as may be required by Asthamurti (including any asset that may already have been charged in favour of Asthamurti for other loans, if any) to effectively secure the Loan.
- 3.3 The security, if any created/to be created by the Borrower/s in favour of Asthamurti shall be released by Asthamurti on payment of the Outstanding Balance and/or any other outstanding dues of the Borrower/s (whether a Borrower or a guarantor) to any of its affiliates or group companies.

#### **ARTICLE 4: OTHER CONDITIONS**

The Borrower shall comply with the following conditions:

- 4.1 Intimate Asthamurti immediately of any change in the residential / office address, as well as any change in the bank account through which the Borrower/s has/have issued the Post Dated Cheques/ECS instructions.
- 4.2 Continue to allow salary and / or business proceeds to be deposited in the account from which PDCs/ECS have been issued to Asthamurti and /or standing instructions have been issued to Asthamurti for debit from the Borrower/s' account for repayment of Loan and the Borrower/s shall not change the salary account and/or the business and/or profession without the prior written permission of Asthamurti.
- 4.3 The Borrower/s shall forthwith intimate any change of employment or status of employment and/or business or profession pursuant to which Asthamurti shall have the discretion to terminate these Terms and Conditions if it deems fit. Upon change of employment, business and / or profession the Borrower/s shall intimate to Asthamurti the name and address of the new employer, business and/or profession and also forthwith make arrangement for his/her salary from such new employer and/or proceeds from business or profession to be deposited in the Borrower/s' account with Asthamurti.
- 4.4 The Borrower/s shall ensure that no part of the Loan shall be utilized for any illegal purposes and/or immoral activities, gambling, lottery, races and activities speculative in nature and/or such other activities of similar nature.
- 4.5 The Borrower/s hereby authorizes Asthamurti to take possession and to sell any products purchased from the Loan proceeds to recover the Outstanding Balance including any interest, charges etc.

#### **ARTICLE 5: PRE-PAYMENT**

- 5.1 That Asthamurti in its sole and absolute discretion and subject to the terms specified in Sanction Letter/Most Important Document, permit the Borrower/s (on the Borrower/s' written request) to prepay the Loan.
- 5.2 The Borrower/s may repay the entire Outstanding Balance, including any charges as specified in the Sanction Letter and/or other documents by giving to Asthamurti not less than 7 (Seven) days prior notice in writing of the Borrower/s' intention to exercise such option to terminate the Loan.

- 5.2 The Borrower shall pay to Asthamurti the stipulated Installments and other sums due up to the date of such termination and the principal outstanding calculated on a reducing balance basis at the Rate of Interest which is specified in the Sanction Letter.
- 5.4 Asthamurti shall charge pre-payment charges (as notified to the Borrower/s at the time of availing Loan) and as amended from time to time on the principal outstanding.
- 5.5 Asthamurti would be at liberty to appropriate the amount so prepaid towards prepayment of charges, interest, additional interest, delayed payment charges, all other charges and fees payable under these Terms and Conditions and then towards the principal amount or in any other manner that Asthamurti may deem fit and proper in its sole and absolute discretion and on such settlement, Arogya Finance shall return the Post Dated Cheques/ECS to the Borrower/s in the manner provided in Article 2.9.

#### **ARTICLE 6: BORROWER'S REPRESENTATIONS AND WARRANTIES**

- (A) The Borrower/s on availing the Loan facility represent(s) to Asthamurti on a continuing basis as under:
- 6.1 that these Terms and Conditions and all documents hereunder, as required, will be valid and binding obligations of the Borrower/s and enforceable in accordance with their respective terms.
- 6.2 that the Borrower/s does/do not violate any covenants, conditions and stipulations under any existing agreement entered into by the Borrower/s with any third party, by availing the Loan from Asthamurti.
- 6.3 that there is no action, suit, proceeding or investigation pending or to the knowledge of the Borrower/s threatened by or against the Borrower/s or the property of the Borrower/s before any Court of Law or Government authority or any other competent authority which might have a material effect on the financial and other affairs of the Borrower/s or which might put into question the validity, enforceability or performance of these Terms and Conditions or any of the terms and conditions contained in any of the Loan Documents.
- 6.4 Notwithstanding the repayment schedule or the term of these Terms and Conditions, the Loan shall become due and repayable on demand being made by the Lender in this regard and Arogya Finance shall have the right to be paid immediately by the Borrower/s, on demand, the entire amount of the Loan alongwith all the accrued interest and other charges due and payable in respect of the Loan at any time. In such an event, Asthamurti shall also be entitled to adjust any amount of the Borrower/s lying in any other account with Asthamurti or any of its branch offices towards the dues of the Borrower/s under the Loan.
- 6.5 The Borrower/s shall give PDCs/ECS for the complete repayment of the Loan being fully aware of the fact that dishonor of any cheque/ECS is a criminal offence under the Negotiable Instruments Act, 1881/The Payment and Settlements Act, 2007. No notice reminder or intimation will be given regarding the presentation of these cheques by Asthamurti. Such PDCs/ECS shall be drawn from such bank and from such location as agreed to by Asthamurti Finserv.
- 6.6 The Borrower/s may also give Asthamurti a mandate/authorization for payment through direct debit, in the prescribed form of the Approved Bank, towards payment of each Installments.
- 6.7 The Borrower/s will be required to pay through Deduction Against Salary (DAS), in those cases where his/her employer is registered with Asthamurti for Deduction Against Salary. If at any time during the tenor of the Loan, the Borrower/s leaves his/her current employment, he/she will be required to provide PDCs/ECS for the balance period of the Loan.

6.8 The Borrower shall at all times abide by the laws in India, and in particular, provisions of the Prevention of Money Laundering Act, 2002.

**(B) BORROWER'S WARRANTIES**

The Borrower by availing the Loan shall have deemed to have warranted and undertaken to Asthamurti Finserv as follows:

6.9 Due Payment of Public and Other Demands: That the Borrower/s has/have paid all public demands such as Income Tax and all the other taxes and revenues payable to the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.

6.10 It shall be the Borrower's/s' obligation to keep being acquainted with the rules of Asthamurti, in force from time to time.

6.11 To make regular payments to Asthamurti Finserv.

**ARTICLE 7: EVENTS OF DEFAULT**

7.1 An Event of Default shall be deemed to have occurred under these Terms and Conditions, if:

- (a) the Borrower commits a breach or fails or neglects to perform, keep or observe any of the conditions set forth herein;
- (b) any covenant, representation and/or warranty of the Borrower are found/proved to be incomplete, false or incorrect;
- (c) if the Borrower/s fails to deliver Post Dated Cheques/ECS for the Installments;
- (d) any Post Dated cheque / Electronic Clearance Service/ Direct Debit Advice issued by the Borrower/s in favour of Arogya Finance is dishonored by the Borrower's bank;
- (e) the Borrower/s fail/s to pay the Installments or any other payment on the Scheduled Due Dates and such failure shall have continued for 30 days;
- (f) any material information supplied by the Borrower/s in the Application Form or any other Loan Document is found to be untrue, false or incorrect;
- (g) the Borrower/s has/have admitted to any person in writing that the Borrower/s is/are unable to pay the debts and that the Borrower/s is/are willing to be adjudged bankrupt;
- (h) If the Borrower/s commit/s any act of bankruptcy or makes assignment for the benefit of creditors or consents to the appointment of a trustee or receiver or insolvency proceedings, whether voluntary or otherwise, are instituted against the Borrower/s;
- (i) Receiver is appointed in respect of the assets or properties of the Borrower/s;
- (j) business operations of the Borrower/s is/are suspended and such suspension continues for more than three months;
- (k) carrying on of the Borrower's business becomes illegal or contrary to any Law, Rules & Regulations notified or enforced by any competent authority;



- (l) the Borrower/s, being an individual, has an insolvency notice is served on him or is declared insane or is convicted of any offence;
  - (m) any of the PDC/ECs delivered or to be delivered by the Borrower/s to Asthamurti in accordance hereof, are not encashed / acted upon or dishonored for any reason whatsoever, on presentation being made;
  - (n) any instruction is given by the Borrower/s to stop payment with respect to any of the PDC/ECS; or
  - (o) if the Borrower/s fail/s to create security in accordance with Article 3;
  - (p) if the Borrower/s commit/s a default under any other agreement executed with Asthamurti or any of its affiliates or group companies; or
  - (q) if any other event has occurred which in the opinion of Asthamurti jeopardizes its interest or would make it difficult for Asthamurti to recover the Loan, if timely action is not taken.
- 7.2 Upon occurrence of any of the Events of Default and at any time thereafter, the Lender shall have the right, but not the obligation to declare all sums outstanding under the Loan, whether due or not, immediately repayable and upon the Borrower failing to make the said payments within 7 (seven) days thereof, the Lender may at its sole discretion
- (a) require the Borrower/s to pay liquidated damages equal to all unpaid installments which in the absence of a default would have been payable by the Borrower/s for the full term hereof together with interest stipulated in the Sanction Letter from the date of such declaration till the date of payment and/or realization; and
  - (b) exercise any other right or remedy which may be available to Arogya Finance under any applicable law.
- 7.3 The Borrower/s shall also be liable for payment of all legal and other costs and expenses resulting from the foregoing defaults or the exercise of Arogya Finance's remedies.

#### **ARTICLE 8: ASSIGNMENT**

- 8.1 The Borrower/s shall not be entitled to transfer or assign the Loan. The Borrower/s expressly recognize/s and accept/s that Arogya Finance shall be absolutely entitled and shall have full power and authority in respect of the Loan to sell, assign or transfer in any manner, in whole or in part, and in such manner and on such terms as Asthamurti may decide, including reserving a right to Asthamurti to retain its power hereunder to proceed against the Borrower/s jointly or severally with such purchaser, assignee or transferee, any or all outstanding and dues of the Borrower/s to any third party of Asthamurti's choice without reference to or without written intimation to the Borrower/s. In such event, the Borrower/s and/or Co-Borrower and/or Guarantor/s shall substitute the remaining PDCs in favour of the transferee/ assignee if called upon to do so by Asthamurti. Any such action and any such sale, assignment or transfer shall bind the Borrower/s to accept such third party as creditor exclusively or as a joint creditor with Asthamurti, or as creditor exclusively with the right to Asthamurti to continue to exercise all powers hereunder on behalf of such third party and pay over such outstandings and dues to such third party and/or to Asthamurti as Asthamurti may direct.
- 8.2 The Borrower/s shall pay to the third party the difference between the amount of the Loan outstanding and the amount received by Asthamurti in the event of transfer of the portfolio to a third party. The third party shall have the authority of the Borrower/s to collect the due amount. The Borrower/s expressly recognize/s and accept/s that Arogya Finance shall, without prejudice to its right to perform such activities itself or through its officers or servants, be

absolutely entitled and have full powers and authority to appoint one or more third parties of the Asthamurti's choice and to transfer and delegate to such third parties the right and authority to collect on behalf of Asthamurti all unpaid Installments and to perform and execute all acts, deeds, matter and things connected therewith or incidental thereto including sending notices of demand, attending the residence or office of the Borrower/s or otherwise contacting the Borrower/s for receiving the Installments (whether in the name of Astha Murti or in its own name) from the Borrower/s, entering into a compromise with the Borrower/s, giving a valid receipt and granting effectual discharge to the Borrower/s and generally performing all lawful acts as the third parties may consider appropriate for the purpose.

#### **ARTICLE 9: COMPLIANCE WITH THE REGULATIONS**

- 9.1 The Borrower/s and Asthamurti agree to comply jointly and severally with all applicable laws and regulations from time to time in force including any amendments, modification or change thereof which may be attracted and the Borrower/s shall indemnify Asthamurti in respect of any loss, claim or expense to Asthamurti as a result of non-compliance of any such laws and regulations.
- 9.2 The amount of Installments shall be increased by incremental taxes, whether sales, excise, security tax or interest's tax and other related taxes now levied on this transaction or hereafter to be levied.

#### **ARTICLE 10: FURTHER ASSURANCES**

- 10.1 The Borrower/s shall pay all costs and other expenses incurred by Asthamurti for enforcing the Terms and Conditions and/or for recovery of the Loan and all amount(s) payable to Asthamurti Finserv.
- 10.2 The Borrower/s and Guarantor/s undertake/s to indemnify and keep Asthamurti indemnified in respect of all statements, representations, warranties and undertaking made by the Borrower's in the Application form, these Terms and Conditions and any other documents submitted by him/her.
- 10.3 In addition to the obligations and documents which Asthamurti expressly require the Borrower/s /Guarantor/s to execute, deliver and perform, the Borrower/s / Guarantor/s shall execute, deliver and perform, such further acts or documents which Asthamurti may reasonably require to effectuate the purposes of these Terms and Conditions or any of the other Loan Documents.

#### **ARTICLE 11: NOTICE**

Any notice / letter / other communication sent by Asthamurti to the Borrower and/or the Guarantor/s shall be sent at the latest address of the Borrower/s and/or the Guarantor/s available in the records of Asthamurti and the same shall be deemed to have been delivered on expiry of 48 hours after it has been sent by registered post / courier / other mode of delivery. Any notice to be sent to Asthamurti by Borrower/s and/or the Guarantor/s shall be sent by pre-paid Registered A.D. at its branch/office or at such other address as may be intimated by Asthamurti to the Borrower/s and/or the Guarantor/s. The Borrower/s shall immediately intimate Asthamurti of any change in the office / residential address. Any notice to the Borrower/s shall be deemed to be notice to the Guarantors also.

#### **ARTICLE 12A: CO-BORROWER**

The Co-Borrower shall be jointly and severally liable with the Borrower/s under the Loan and the Co-Borrower's obligations in relation to the Loan shall be concurrent with that of the Borrower/s in all

respects as if the Co-Borrower's was/were the Borrower/s and shall guarantee to Asthamurti regular and punctual payment of all installments as well as pay the installments and other dues in the event of default of the Borrower/s.

#### **ARTICLE 12B: GUARANTOR/S**

The Guarantor/s shall be jointly and severally liable with the Borrower/s under the Loan and the Guarantor/s obligations in relation to the Loan shall be concurrent with that of the Borrower/s in all respects as if the Guarantor/s was/were the Borrower/s and accordingly, Guarantor/s shall guarantee and regularly and punctually pay to Asthamurti all Installments as well as other dues payable under the Loan in the event of default by the Borrower/s.

#### **ARTICLE 13: CONSENT TO DISCLOSURE**

13.1 The Borrower/s and Guarantor/s understand that as a pre-condition relating to grant of Loan to the Borrower/s / Guarantor/s, Asthamurti requires the consent of the Borrower/s and Guarantor/s for disclosure by the Lender of information and data relating to Borrower and Guarantors, of the Loan availed/be availed of by Borrower/s, obligations assumed/to be assumed by Borrower/s and/or Guarantor/s in relation thereto and default if any, committed by Borrower/s and/or Guarantor/s, in discharge thereof.

13.2 Accordingly, the Borrower/s and Guarantor/s has/have no objection for the disclosure by Asthamurti of all or any such,

- (a) information and data relating to Borrower/s and/or Guarantors;
- (b) information or data relating to any credit facility availed/to be availed by Borrower/s;
- (c) information and data relating to obligations assumed by Borrower/s and Guarantor/s in relation to the Loan/credit facility(ies) granted/to be granted Asthamurti Finserv ; and
- (d) information and data relating to default, if any committed by Borrower/s and/or Guarantor/s in discharge of such obligation, as Asthamurti may deem appropriate and necessary to disclose and furnish to any agency as Asthamurti feels appropriate and proper or as authorized by RBI.

13.3 The Borrower/s and Guarantor/s declare/s that the information and data furnished by them to Asthamurti is true and correct.

13.4 The Borrower/s and the Guarantor/s undertake/s that,

- (a) the Credit Information Bureau (India) Limited and any other agency so authorized may use, process the said information and data disclosed by Asthamurti in the manner as deemed fit by them; and
- (b) the Credit Information Bureau (India) Limited and any other agency so authorized may furnish for consideration, the processed data or products there of prepared by them to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this Behalf;

13.5 Notwithstanding anything to the contrary contained herein or any provisions of any of the laws, the Borrower/s and Guarantor/s, as a precondition of the Loan given to the Borrower/s by Asthamurti, agree/s that, in case, the Borrower/s commit/s default in the repayment of the amount of the Loan and/or interest thereon or any of the agreed Installments on the Scheduled Due Date/s, the Lender and/or the Reserve Bank of India, shall have an unqualified right to

disclose or publish the name of the Borrower as 'defaulters' in such manner and through such medium as the Lender or Reserve Bank of India in their absolute discretion may think fit.

## **ARTICLE 14: MISCELLANEOUS**

### **14.1 Interpretation**

When a reference is made in these Terms and Conditions to an Article, Section, or Schedule, such reference shall be to an Article, Section or Schedule contained hereunder unless otherwise indicated.

### **14.2 Effective Date of Terms**

These Terms and Conditions shall have become binding on the Borrower and the Lender on and from the date of the sanction/ grant/ disbursal of the Loan. It shall be in force till all the monies due and payable to the Lender under the Loan as well as all other agreement(s), document(s) that may be subsisting / executed between the Borrower/s and Asthamurti are fully paid to the satisfaction of Asthamurti Finserv.

### **14.3 Representatives and Assigns**

The Borrower, his/her/their heirs, legal representatives, executors, administrators and successors shall be bound by all the covenants of these Terms and Conditions.

### **14.4 Non-Waiver**

Any omission or delay on the part of the Lender, in exercising any of rights, powers or remedy accruing to the Lender, upon failure by the Borrower in the due and punctual fulfillment of the obligations of the Borrower hereunder, shall not be deemed to constitute a waiver by the Lender of any of its rights to require such due and punctual performance by the Borrower.

### **14.5 Governing law and jurisdiction**

These Terms and Conditions shall be construed and governed in all respects, including validity, interpretation and effect in accordance with the laws of India. All disputes arising out of these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts or tribunals at **Vadodara, Gujarat, India.**

### **14.6 Dispute Resolution**

Any question, dispute or claim arising out of or in connection with these Terms and Conditions including any question on its existence, validity or termination shall be referred to and finally adjudicated through arbitration by a sole arbitrator and in accordance with the Arbitration and Conciliation Act, 1996. The sole arbitrator will be appointed by the Lender. The venue for such arbitration shall be Vadodara, Gujarat, India.

The arbitration award given by the sole arbitrator appointed as aforesaid shall be final and binding on all the parties in connection with any question of facts or law arising in the course of arbitration or with respect to any award made.

Further, the present clause shall survive the termination of these Terms and Conditions. The Courts at Vadodara, India shall have exclusive jurisdiction (subject to the arbitration proceedings which are to be also conducted in Vadodara, India) over any or all disputes arising out of this agreement. The present clause alongwith the clause for payment of interest, additional interest by the Borrower shall survive the termination of the present agreement.

#### **14.7 Confidentiality**

Asthamurti shall exercise care while handling any confidential information. However, the Borrower/s acknowledges and accepts that Asthamurti shall be entitled to disclose information (i) to Asthamurti's affiliates, (ii) to prospective transferees or purchasers of any interest in the Loan, (iii) as required by law or any government order or direction including disclosure as maybe necessary to perform or fulfill any requirement specified by the RBI, (iv) as deemed necessary by Asthamurti while exercising its remedies under the Loan Documents. Asthamurti shall also be entitled to disclosure without any notice to the Borrower/s all or any information/documents or the data including but not limited (a) information and data relating to the Borrower/s; (b) the information or data relating to any credit facility availed of/to be availed by the Borrower/s; (c) default, if any, committed by the Borrower/s, for protecting its interests to Income Tax authorities, Credit Rating Agencies or any other Government or any other regulatory Authorities/Bodies/ Departments/authorities as and when so demanded. The Borrower/s hereby specifically waives the privilege of privacy and defamation.

#### **14.8 Costs and Expenses**

The Borrower/s shall forthwith on demand being made, pay to Asthamurti, on a full indemnity basis, all costs and expenses (including legal costs) incurred and/or to be incurred by Asthamurti for the enforcement of these Terms and Conditions and realization/recovery of the amount of the Loan from the Borrower/s and/or Guarantor/s, if any.

#### **14.9 Amendments**

These Terms and Conditions may be amended by Asthamurti at any time. Any such amendment shall take effect only prospectively i.e upon the amendment of the Terms and Conditions. However, Asthamurti shall upon such variation or amendment being made, inform the Borrower/s in respect of any variation or amendment in the Terms and Conditions and/or other charges as are applicable to the Loan.