CapFloat Financial Services Pvt. Ltd

Date: 22-09-2025

Applicant Name: Mohit Khan

Product Type: Amazon Paylater

Name of Regulated Entities: Capfloat Financial Services Private Limited (Operating under the brand axio)

Key Fact Statement
Part 1 (Interest rate and fees/charges)

1.	**Loan Proposal/Account No.**	954FDF3EF0F648AF520727BD48F27297	**Type of Loan**	Term Loan
2.	**Sanctioned Loan Amount**		₹6103	
3.	**Disbursal schedule** i. Disbursement in stages or 100% upfront. ii. If it is stage wise, mention the clause of loan agreement having relevant details.		100% Upfront	
4.	**Loan Term (years/months/days)**		6 month(s)	
5.	**Installment Details**			

Type of Installment	**No of EPIs**	**First EPI(₹)**	**Subsequent EPI(₹)**	**Commencement of repayment, post sanction**
monthly	6	1092.39*	1089.54	5th of Month

6.	**Interest rate (%) and type**	24.0% Fixed
7.		

Reference Benchmark	**Benchmark rate (%) (B)**	**Spread (%) (S)**	**Final rate (%) R = (B) + (S)**	**Reset periodicity (Months)**		**Impact of change in the reference benchmark**		
				B	**S**	**First EPI(₹)**	**Subsequent EPI(₹)**	**No of EPIs**
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

8.	**Fee/Charges**				
		Payable to the RE (A)		**Payable to a third party through RE (B)**	
		One-time/Recurring	**Amount(₹) or Percentage(%) as applicable**	**One-time/Recurring**	**Amount(₹) or Percentage(%) as applicable**
(i)	Processing Fee	One Time	72.02 (incl. GST)	One Time	0.0 (incl. GST)

9.	**Annual Percentage Rate (APR) (%)***	28.14%
10.	**Details of Contingent Charges (in ₹ or %, as applicable)**	
(i)	Penal charges, if any, in case of delayed payment	Refer to the Late Fee Charges below.
(ii)	Bounce Charges	N/A
(iii)	Foreclosure charges, if applicable	N/A
(iv)	Charges for switching of loans from floating to fixed rate and vice versa	N/A

axio is the trade name of CapFloat Financial Services Private Limited

No.136, Shyamala Towers, 6th Floor, East Wing,Arcot Road, Saligramam, Chennai-600093, Tamilnadu

Registered office at, New No. [illegible] Upper Palace Orchards, Bellary Road, Sadashivnagar, Bangalore Karnataka - 560080

Call: 080 6807 5001 | Email: ask@axio.co.in

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Part 2 (Other Qualitative information)

<table>
<tr><td>1.</td><td>Clause of Loan agreement relating to engagement of recovery agents</td><td colspan="2">Refer to Important Links</td></tr>
<tr><td>2.</td><td>Clause of Loan agreement which details grievance redressal mechanism</td><td colspan="2">Refer to Important Links</td></tr>
<tr><td>3.</td><td>Phone number and email id of the nodal grievance redressal officer</td><td colspan="2">Designated Principal Nodal Officer of Capfloat Financial Services Private Limited (Operating under the brand axio) to deal with digital lending related complaints / issues:
Name: Mr. Yasaswi B S
Office Address: New No. 3 (Old No. 211), Gokaldas Platinum, Upper Palace Orchards, Bellary Road, Sadashiva Nagar, Bengaluru,Karnataka 560080
Telephone/Mobile: 080-68075001
Email: pno@axio.co.in

Designated Grievance Redressal Officer of Capfloat Financial Services Private Limited (Operating under the brand axio) to deal with digital lending related complaints / issues:
Name: Mr. Yasaswi B S
Office Address: New No. 3 (Old No. 211), Gokaldas Platinum, Upper Palace Orchards, Bellary Road, Sadashiva Nagar, Bengaluru,Karnataka 560080
Telephone/Mobile: 080-68075001
Email: ask@axio.co.in

Designated Grievance Redressal Officer of Lending Service Provider to deal with digital lending related complaints/issues:
Name: Vikas Bansal
Designation: Director, Amazon Finance India Private Limited
Office Address: #26/1, 8th Floor, Brigade Gateway, Dr. Rajkumar Road, Bangalore- 560055, Karnataka
Telephone/Mobile: 1800-1200-1571
Email: amazonpay-grievance-officer@amazonpay.in</td></tr>
<tr><td>4.</td><td>Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation.</td><td colspan="2">Yes</td></tr>
<tr><td>5.</td><td colspan="3">Colending Details:</td></tr>
<tr><td colspan="2">Name of the originating RE, along with its funding proportion</td><td>Name of the partner RE along with its proportion of funding</td><td>Blended rate of interest</td></tr>
<tr><td colspan="2">Capfloat Financial Services Private Limited, 100%</td><td>, 0%</td><td>24.0%</td></tr>
<tr><td>6.</td><td colspan="3">Other Disclosures</td></tr>
<tr><td colspan="2">(i) Cooling off/look-up period, in terms of RE's board approved policy, during which borrower shall not be charged any penalty on prepayment of loan</td><td colspan="2">3 days</td></tr>
<tr><td colspan="2">(ii) Partial Prepayment</td><td colspan="2">Any excess payment or prepayment will be adjusted towards your outstanding dues, if any, and the remaining amount will be refunded back to the customer</td></tr>
</table>

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(iii) Details of LSP acting as recovery agent and authorized to approach the borrower	**Entity Name:** Axio Digital Private Limited and it's Partners **Telephone/Mobile:** 080-68075001 **Email:** help@axio.co.in

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Illustration for computation of APR for Retail

Serial No.	Parameter	Details
1.	Sanctioned Loan amount (Sl no. 2 of the KFS template - Part 1)	₹6103
2.	Loan Term (in years/ months/ days) (Sl No.4 of the KFS template - Part 1)	6 month(s)
a.	No. of instalments for payment of principal, in case of nonequated periodic loans	6
b.	Type of EPI First EPI (₹), Subsequent EPI (₹), No. of EPIs (e.g., no. of EMIs in case of monthly instalments) (Sl No. 5 of the KFS template - Part 1)	monthly ₹1092.39* ₹1089.54 6
c.	No. of instalments for payment of capitalised interest, if any	N/A
d.	Commencement of repayments, post sanction (Sl No. 5 of the KFS template - Part 1)	5th of Month
3.	Interest rate type (Sl No. 6 of the KFS template - Part 1)	Fixed
4.	Rate of Interest (Sl No. 6 of the KFS template - Part 1)	24.0%
5.	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (₹)	₹365.08
6.	Fee/ Charges payable (₹)	₹72.02
a.	Payable to the RE (Sl No.8A of the KFS template - Part 1)	₹72.02
b.	Payable to third-party routed through RE (Sl No.8B of theKFS template - Part 1)	₹0.0
7.	Net disbursed amount (₹)	₹6103.0
8.	Total amount to be paid by the borrower (1+5)* (₹)	₹6468.08
9.	Annual Percentage rate- Effective annualized interest rate (in percentage)(Sl No.9 of the KFS template - Part 1)*	28.14%
10.	Schedule of disbursement as per terms and conditions	Detailed schedule to be provided
11.	Due date of payment of instalment and interest	5th of Month

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Illustrative Repayment Schedule under Equated Periodic Instalment

Instalment No.	Outstanding Principal (₹)	Principal (₹)	Interest (₹)	Other Fee(₹)	Installment (₹)
1	6103	967.48	52.89	72.02	1092.39 *
2	5135.52	986.83	102.71	0.0	1089.54
3	4148.69	1006.57	82.97	0.0	1089.54
4	3142.12	1026.7	62.84	0.0	1089.54
5	2115.42	1047.23	42.31	0.0	1089.54
6	1068.19	1068.19	21.36	0.0	1089.54

Important Links

For details on our Grievance Redressal Mechanism: https://axio.co.in/wp-content/uploads/2024/07/Grievance-Redressal-Policy.pdf

Information on Recovery Agents: https://axio.co.in/document/List-of-Active-Recovery-Agencies.pdf

References(*)

APR is the effective annualized rate charged to the borrower of a digital loan. APR is based on an all-inclusive cost and margin including cost of funds, credit cost and operating cost, processing fee, verification charges, maintenance charges, etc., and excludes contigent charges like penal charges, late payment charges, etc.

A cooling off/look-up period is the time window which is given to borrowers for existing digital loans, in case a borrower decides to not continue with the loan.

No cost EMI for consumer loans, the interest rate is not borne by the customer and interest is paid by the merchant in the form of subvention. There are products where upfront discount will be offered. On these products' customer pays interest but the overall principal plus interest will be equal to the original cost of the product. This will effectively give the customer the product at no additional cost to the original price.

Your first EMI could be higher or lower than subsequent EMIs based on the actual number of days between the transaction date and the due date for first EMI (for which the interest is charged as per the ROI mentioned above and hence can vary).Note- axio considers the monthly period to constitute 30 days for billing purposes.

A processing fee of 72.02 incl. GST. is applied on this transaction which will be payable along with first EMI. Please refer to "Detailed repayment schedule" for details

Total amount to be paid by the borrower includes Fee / Charges payable

Besides the total amount as disclosed in S.No. 8, the borrower shall also pay the applicable fees and charges detailed in S.No. 6

Late Fee Charges

If Monthly Due Amount:

<= ₹200, then ₹0

> ₹200 & <= ₹1000 then ₹125

> ₹1000 & <= ₹2500 then ₹300

> ₹2500 & <= ₹5000 then ₹350

> ₹5000 & <= ₹10000 then ₹450

> ₹10000 & <= ₹20000 then ₹800

> ₹20000 then ₹1000

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Sanction Letter

22-09-2025

Dear, Mohit Khan
It brings us immense pleasure to inform you that your loan application under the product "Amazon Pay Later" has been accepted.

We wish to sanction the term loan for the product/services sought by you based on the terms and conditions as specified under this **Sanction Letter**:

1	Loan application date	:	22-09-2025
2	Details of Borrower	:	Mohit Khan
3	Loan amount	:	₹6103
4	Tenure	:	6
5	Rate of Interest	:	24.0%[2]
6	Processing fee	:	₹72.02
7	Repayment	:	monthly
8	Monthly Installment Amount	:	
	First Installment Amount	:	₹1092.39[3]
	Subsequent Installment Amount	:	₹1089.54
9	Prepayment charges	:	NA
10	Documentation	:	KYC Documents
11	Loan Disbursement	:	Post issuance of the document you will be eligible for the loan for such product/services
12	Pre-EMI Component	:	NA
13	Cooling off period	:	3 days [1]

Annexure - 1

Please note the following details pertaining to the loan to be availed by the Borrower that require further attention.

Lender

CapFloat Financial Services Private Limited (operating under brand name "axio") shall, for the purpose of this letter, be deemed as the lenders.

Mode of Repayment

Repayment will be via e-NACH/DDM/SI/Cheque and as decided by the company from time to time.

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Disbursal

The Borrower shall be entitled to request a disbursement of the term Loan based on the sanction for the purchase of product/ services. Lenders shall have the right, to refuse disbursement of the Loan

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[1]Cooling off period is a period during which the borrowers can exit digital loans by paying the principal and the proportionate annualized percentage rate (APR) without any penalty. For any request related to cooling off period, pleasereach out to us at ask@axio.co.in

[2]No cost EMI for Consumer loans, the interest rate is not borne by the customer and interest is paid by the merchant in the form of subvention. There are products where upfront discount will be offered. On these products' customer pays interest but the overall Principal plus Interest will be equal to the original cost of the product. This will effectively give the customer the product at no additional cost to the original price.

[3]Your first EMI could be higher or lower than subsequent EMIs based on the actual number of days between the transaction date and the due date of first EMI (for which the interest is charged as per the ROI mentioned above and hence can var). Note - axio considers the monthly period to constitute 30 days for billing purposes.

Billing Cycle

Billing cycle is from first to the last day of every month and payment due date is 5th of every successive month.

Applicable Charges

Axio does not charge any penalty on bounce or dishonor of NACH/e-NACH/DDM/e-DDM/SI/Cheque for repayment, however your registered repayment Bank may charge a fee for the same at their discretion. You may refer to your registered repayment Bank's schedule of charges for more information on the applicable charges. Borrower shall indemnify and hold axio non-liable against any penalty that their registered repayment bank charges to the borrower for such instances.

For complete details on the applicable charges, please refer to our schedule of charges available on our webpage https://axio.co.in/soc

Processing and Documentation & Handling Charges

NIL

Description	Details
Amount Sanctioned	6103
Tenure	6

Sanction Conditions

1. Loan agreement execution & disbursal is subject to satisfactory verification of original KYC documents and based on lenders underwriting norms
2. Successful NACH/e-NACH/DDM/e-DDM/SI registration

Customer Support

In the case of any queries or assistance required, you can write to us at ask@axio.co.in or call us at 080 6807 5001

For details on our Grievance Redressal Mechanism please read through our policy https://axio.co.in/wp-content/uploads/2024/07/Grievance-Redressal-Policy.pdf

Important Links

*Please refer to our policy on Interest rate model available on axio webpage https://axio.co.in/document/Interest Rate Model policy.pdf

Link to our schedule of charges: https://axio.co.in/soc

Link to our privacy policy: https://axio.co.in/privacy-policy

Link to Terms and Condition: https://axio.co.in/terms-conditions

To know more about the loan product please refer to: https://axio.co.in/faq

For information on the Recovery Agents , please refer to link: https://axio.co.in/document/List-of-Active-Recovery-Agencies.pdf

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Annexure - 2

Legal

The grant of loan by axio and the availing of such loan by the Borrower shall be governed by and at all times, be subject to, the terms of the said Loan Agreement executed between the Lenders, axio and the Borrower. This Sanction Letter forms part of the Loan Agreement accepted by you and constitutes the Facility Schedule specified under the Loan Agreement. It is clarified that in the event of a conflict between one or more terms of this sanction letter and the Loan Agreement, the terms of the Loan Agreement or the applicable law shall prevail to the extent of such conflict.

Nothing in this letter obligates the Lenders and axio and to advance any loan to the Borrower till such time that the Loan Agreement has been executed and the terms of such Loan Agreement fulfilled to the satisfaction of axio.

axio shall be at liberty to novate & assign, without the consent of the Borrower, the whole of or any part of the loan, including all rights, benefits and interests thereunder, to any other third party, in accordance with applicable law.

This sanction shall stand revoked and cancelled without any notice, if there are material changes in the Borrowers financial performance, any material facts concerning the Borrowers profits or its ability to make payments under this loan agreement or any relevant aspects of its request for loan facility are withheld, suppressed, concealed, or are found to be incorrect or untrue.

Except to the extent disclosed to axio, no director or a relative (as specified by RBI) of a director of a banking company (as specified by RBI) or a relative of a senior officer of axio is - the applicant(s), or a partner, managing agent, manager, employee, director of our concern, or of our subsidiary or our holding company, or a guarantor on my/our behalf, or holds substantial interest in our concern or my/our subsidiary or holding company.

Annexure -3

Terms and Conditions of Recovery Mechanisms

1. Borrower would be contacted ordinarily at his place of business or at the places of the Borrower's choice and in the absence of any specific place, at the place of the Borrower's residence and also through phone contact on his or her registered mobile number.
2. Identity and authority to represent would be made known to the Borrower at the first instance.
3. Borrower's privacy would be respected.
4. Borrower and / or his family member's privacy at their residences shall be respected.
5. Interaction with Borrower would be in an acceptable business language.
6. Timings to contact the Borrower would be between 0800 hours and 1900 hours unless the special circumstances of the Borrower's business or occupation demand otherwise.
7. Borrower's request to avoid the call at a particular time or at place would be honored as far as possible.
8. Borrower would be provided with all the information regarding dues and necessary financial information as received from axio notice would be given for enabling discharge for dues.
9. All assistance would be given to resolve disputes or differences in a mutually acceptable and in an ordinary manner, if any as regards payment of dues.
10. During visits to Borrower's place (residence / business) for dues collection, decency, proper behavior and decorum would be maintained. The agency / its employees should be in a presentable dress code/manner in their appearance and shall always display the identity cards during visits to the borrower's place.
11. Inappropriate occasions such as bereavement in the family or such other calamitous occasions would be avoided for making calls / visits to collect the dues.
12. Demeanor that would suggest criminal intimidation, threat of violence or use of muscle power would be scrupulously avoided.
13. All written and verbal communication with its Borrower will be in simple business language and will adopt civil manners for interaction with Borrower and any communication to be made to the Borrowers under or in connection with the loan Agreement may be made by electronic mail or any other electronic means by the lenders.
14. Do not have any discussions of a personal nature with the Borrower.
15. Document the efforts made for recovery of dues and the copies of the communication sent to Borrower, if any.
16. Wherever the Borrower disputes the liability of any debt with sufficient proof the same should be immediately referred to axio for the resolution of dispute.
17. The Code of Conduct (COC) shall be read and strictly adhered to.
18. Adhere to all local law requirements. No initiation of legal or other recovery measures without giving due notice in writing to the Borrower.
19. In order to have deterrent effect and to maximize recoveries the company invokes the following legal procedures,Company with in the frame work of law, to conduct Conciliation Proceedings under Arbitration and Conciliation Act- 1996 and Lok-Adalaths conducted by the Legal Services Authority of a State
20. Company invokes Section 138 proceedings under NI Act and Arbitration proceedings to recover the dues for which it is legally entitled to.

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21. Or any other legal remedies that may be available under the law for the recovery of the outstanding dues.

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Loan Agreement

This Bipartite **LOAN AGREEMENT** ("Agreement") entered on and effective from 22-09-2025, at Chennai, by and between CapFloat Financial Services Private Limited (operating under the brand name 'axio'), a company incorporated under the Companies Act, 1956, registered as a non-deposit taking, non-banking financial company with the Reserve Bank of India and having its registered office at New No. 3 (Old No. 211) Gokaldas Platinum, Upper Palace Orchards, Bellary Road, Sadashivanagar, Bangalore Karnataka - 560080 India and its principal place of business at No. 136, 6th Floor, Shyamala Towers, (East Wing), Arcot Road, Saligramam, Chennai - 600 093, Tamil Nadu (hereinafter referred to as " axio", which expression shall, unless repugnant to the context or meaning thereof include its successors and assigns ;

AND

Mohit Khan, S/o / D/o / W/o SHAKEEL AHMAD, aged about 36 Years, an individual, resident of India and holding the permanent account number DAJPK9144K, currently residing at Vijay Mohalla,maujpur,S/O Shakeel Ahmed,,House N0.12-A/87,,110053,Delhi,Street N0.1,India,North East, Delhi Delhi 110053 (hereinafter referred to as "**Borrower**" which expression shall, unless repugnant to the context or meaning thereof include its successors and assigns axio shall be referred to individually as "**Lender**" and collectively as the "**Lenders**". The Borrower and axio shall be referred to individually as a "**Party**" and collectively as the "**Parties**". **WHEREAS**

A. The Lenders are inter alia engaged in the business of providing financial assistance to individuals and business entities, and have entered into a co-lending agreement for providing financial assistance to the Borrower.
B. The Borrower has registered himself/herself/itself as customer to purchase goods or services on the Platform (subject to the applicable terms and conditions of the Platform) and the Lenders have entered into an arrangement with the Platform to provide financial assistance for an amount equal to the price of the product / services availed by the Borrower on the Platform. The Lenders are making available such financial assistance, for a maximum amount more particularly identified in the **Schedule 1**, to the Borrower in accordance with the terms and conditions set out hereinafter **(" Loan"/ " Loan Amount)**
C. The Borrower shall be responsible for the repayment of the Loan along with the applicable interest thereon to the Lender s as per the terms identified in the Schedule 1 set out herein. Now the Parties to the Agreement have agreed to the following terms and conditions for disbursement / availing of the Loan. The interpretation of clauses, wherever and whenever required shall be construed as stated below:
    a. references to any statute or statutory provision or order or regulation made there under include references to that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;
    b. references to persons shall include references to individuals, HUFs, bodies corporate, unincorporated associations, partnerships and any organization or entity having a legal capacity;
    c. headings to Clauses are for information only and do not form part of the operative provisions of this Agreement and cannot be taken into consideration in its interpretation or construction;
    d. references to a Recital, Clause, Annexes or Schedule are, unless the context otherwise requires, references to a recital to, a clause of or an annexure or schedule to this Agreement, all of which constitute an integral and operative part of this Agreement;
    e. unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa;
    f. references to the words include or including shall be construed without l imitation; and
    g. the provisions contained herein shall be harmoniously read and applied in conjunction with the nature of Loan and/or the terms and conditions of other transaction documents thereon. In case of any conflict among the terms of documents, the provisions that are synonymous/closer to the context and spirit of terms and conditions of sanction, sanction shall prevail for an amount limited by the Lender and the Borrower agrees that the Lender's decision in this regard shall be final.

1. **AMOUNT OF LOAN**

   The Lenders, at the request of the Borrower, agree to lend to the Borrower solely at its discretion. For cases where KYC is conducted using OTP based Aadhaar verification via Ekyc ('limited KYC'), at no point, the total loan disbursement of the borrower exceed a sum of ₹60,000 within a maximum period of one year from the first disbursement. The lenders may choose to restrict the maximum loan amount exposure on the borrower to any amount below ₹60,000 subject to Lender's underwriting norms. Each term loan sought to be availed by the borrower shall be subject to the lenders underwriting norms and the decision to extend the loan, as desired by the borrower shall be solely at lenders discretion.

   The Borrower agrees to avail from the Lenders, the Loan for a period which will be intimated to the Borrower in a form and manner agreed upon, ("Term"), on the basis of and subject to the conditions, terms, and covenants herein set forth. For cases where customer relationship with lender is 'full KYC' based on RBI Master Direction - Know Your Customer (KYC) Direction, 2016, lender may choose to revoke the above restrictions on amount exposure and tenure subject to Lender's underwriting norms.

   Notwithstanding anything mentioned herein above, lenders shall have the right to refuse disbursement of the loan.

   The individual commitment of each of the Lenders is specified in the Schedule 1

2. **TERMS OF DISBURSEMENT**

    1. The Borrower hereby agrees that the Loan shall be disbursed by the Lenders, directly to the account identified by the Borrower in the Platform for such purpose and such disbursement shall be deemed to be a disbursal of Loan to the Borrower and the

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Borrower, bound by the terms set out in this Agreement.

2. For purpose of this Agreement, reference to the following terms shall have the following meaning:
    i. **"Disbursement Date"** shall mean the date on which the Loan is disbursed to the account identified for this purpose, by the Platform, upon satisfaction of all the representations, warranties and covenants of the Borrower by the Lenders.
    ii. **"Outstanding Amount"** shall mean the amount of the Loan and shall include the Interest and other charges accrued in relation to the Loan, which is to be paid by the Borrower to the Lenders less any part of / installment(s) towards the Loan Amount which has already been repaid to the Lenders.
    iii. **"Platform"** means www.amazon.in, an online retailing platform which is owned and operated by Amazon Seller Services Private Limited and is also engaged in facilitating payment for online purchase and sale of services/ goods and/or in processing the payments for such online transactions.
    iv. **"Repayment Date"** means the date stipulated in the Schedule 1 set forth for the Borrower to repay the Outstanding Amounts to the Lenders periodically till the entire outstanding amount is repaid by the Borrower.
    v. **"Repayment Schedule"** the drawdown details of the Loan, availed by the Borrower and communicated through electronic mode by axio to the Borrower on each drawdown.
    vi. **"Due Amount"** shall mean the repayment amount to be paid by the Borrower to keep the Loan in good standing.

3. **CANCELLATION**
    1. In the event the Borrower proposes to cancel the sanctioned Loan before availment or any drawdown subsequent to the availment, the Borrower must intimate the Platform and thereafter the Lenders shall cancel the Loan, upon being notified of such cancellation by the Platform.
    2. Any charges relating to such cancellation should be borne by the borrower and the respective charges should be paid to the lenders.
    3. Lenders should send communication to the borrower about such cancellation of loan.
    4. The Borrower shall be responsible to contact the Platform for any deficiency in service on the part of the Platform or any defective product/goods or deficient service delivered to the Borrower and the Lenders take no responsibility for the same.
    5. The Borrower agrees and acknowledges that goods and services to be purchased from the Platform will be selected by the Borrower alone and the Lenders shall not be deemed to be supplying any such goods and services. The Borrower further acknowledges that the Lenders do not let or supply such goods or services and provide any representation in relation to the condition, performance or quality of such goods or services (including with reference to compliance with any safety or other standards) and all such representations, conditions, warranties whether relating to the quality, condition, performance regarding the usage of goods or services or otherwise are hereby expressly excluded.

4. **INTEREST**
    1. The Borrower shall pay interest ("**Interest**") on the Loan Amount at the rate specified by the Lenders, which will be notified to the Borrowers in the form and manner agreed upon.
    2. In case the repayment of the Loan Amount is not completed in accordance with the terms agreed between the Borrower and the Lenders, the occurrence of such an event would constitute an Event of Default (as defined hereinafter).
    3. For the purpose of this Agreement, **"Month"** shall mean and refer to each of the twelve (12) named periods into which a calendar year is divided, each such period comprising thirty (30) days and **"Year"** shall mean and refer to the continuous period of 360 days.

5. **REPAYMENT**
    1. The Borrower acknowledges and agrees that the Borrower shall make payment of the Due Amount for the specific Month identified in the Repayment Schedule as agreed with the Lenders.
    2. Notwithstanding anything stated in Clauses 5.1, 5.3, 5.4, 5.5 and 5.6, the Parties agree that the Borrower shall, at all times, have the right to make repayment to the Lenders, in whole or in part, the Outstanding Amounts by any means, as has been mutually agreed upon by and between the Parties and the mechanism set forth in Clauses 5.1, 5.3, 5.4, 5.5 and 5.6 shall not be deemed to be the only mode of repayment of the Loan by the Borrower.
    3. Except in the event of cancellation of an order for any product or services from the Platform, the Borrower and the Lenders agree that the Loan Amount or any part thereof or the instalment amount or any other amount due to the Lenders shall not be recovered from or demanded from the Platform on behalf of the Borrower. For the avoidance of doubt, notwithstanding anything contained in this Agreement, it is clarified that the Platform shall not, at any time, be held responsible for the repayment of any amount due from the Borrower to the Lenders.
    4. In the event the Lenders do not receive the Due Amount, on or before the Repayment Date, the Borrower will be deemed to have committed a default in repayment of the Due Amount or any sum due hereunder, which would constitute an Event of Default and the Borrower does hereby agree to pay overdue charges, cost, etc., details whereof will be provided under the Repayment Schedule. This shall not absolve the Borrower of its obligations under this Agreement, including timely payment of Due Amount(s) and shall not affect any of the other rights of the Lenders including in respect of such an Event of Default. It is expressly specified that the above is in addition to all the other rights that may accrue to the Lenders upon occurrence of on any Event of Default by the Borrower, and all such rights are expressly reserved by the Lenders.

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5. Any and all disputes between the Parties in relation to or arising out of this Agreement shall not affect the Borrower's obligation to ensure payment to and receipt by the Lenders of the amounts due and payable under this Agreement, from time to time.
6. The Borrower covenants with the Lenders that this Agreement shall not put any obligation, in any manner, on the Borrower to take loan enhancement or additional term loan (which shall be limited to the additional sanction of term loan by the Lender) from the Lenders. This clause shall only act as enablement of such service for the Borrower by the Lenders. For disbursal of such amount, Borrower shall place an explicit request to the Lenders, in the form and manner stated by the Lenders.
7. It is clarified that axio is acting as lending agent to Lenders shall be entitled to and has the right to receive all payments under this Agreement.
8. The Borrower shall issue in favor of axio (acting as the facility agent on behalf of the Lenders), either of the following: (i) standing instruction; (ii) direct debit mandate ("DDM") or e-DDM; (iii) NACH mandate or e-NACH mandate; or (iv) any other form of debit permitted by axio (each a "Repayment Mode"), for repayment of the Loan Amount and the Interest thereon and deliver / provide the same to axio, in a form and manner satisfactory to axio and in accordance with the applicable law. The Borrower confirms that axio shall be entitled to present the **Repayment Mode** and en-cash the amount due and payable on each Repayment Date towards the repayment of the Loan Amount, until the realization of the Due Amount / Loan Amount by the Borrower.
9. The Repayment Mode would be presented on the Repayment Date and again 5 days post the Repayment Date and also during the last 2 days of the month of the Repayment Date, until the realization of the Due Amount / Loan Amount by the Borrower
10. The Borrower shall be liable to repay the entire Loan Amount, along with applicable Interest, and if applicable, overdue charges, etc., whether or not the services availed / products purchased by use of the Loan Amount, are satisfactory for the Borrower.

6. **END USE**

The Borrower undertakes that the Loan granted by the Lenders shall be used solely to purchase the goods/ Services availed by the Borrower on the Platform from the Lender and the Loan/the product / services availed from the Platform will not be used for any unlawful, i l legal and anti-social activity or any other activity for which this Loan is not extended.

7. **OUT SOURCING BY THE LENDERS**

The Parties acknowledge and agree that the Lenders shall have the right to engage as per applicable law, at any time and from time to time, the services of third parties for the purpose of KYC, NACH/Repayment Mode pickup, collection / recovery of any and all amounts outstanding and due and payable to the Lenders under the terms of this Agreement, inclusive of any/all legal remedies available to the Lenders against the Borrower.

8. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

The Borrower acknowledges that the Lenders are entering into this Agreement placing reliance on the representations and warranties hereby given by the Borrower under this Agreement, as being true and correct on the date hereof. The Borrower hereby undertakes, represents, warrants and confirms for itself that:

i. The Borrower is an individual and a resident and citizen of India and has the competence and power to execute this Agreement and perform his/her/its obligations under this Agreement and this Agreement when executed and delivered, will constitute legal, valid and binding obligations of the Borrower.
ii. The Borrower has not been convicted of any offence/s (especially any economic offence/s or money laundering) before any court of law.
iii. The Borrower is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts.
iv. The Borrower shall continue to remain indebted to the Lenders for payment of Outstanding Amount under this Agreement.
v. Any default by the Borrower in discharging his/her/its liability and/or fulfilment of his/her/its obligations under any other agreement with the Lenders, shall be deemed to be an Event of Default under this Agreement and the Lenders shall be entitled to exercise any or all rights under this Agreement for such an Event of Default. The Borrower expressly acknowledges the right of the Lenders to recall this Loan in the event of the default in respect of other facilities obtained/may be obtained by the Borrower. Any default on the part of the Borrower in the repayment of any facility shall entitle the Lenders in their discretion to terminate all or any agreement(s) without any further notice thereof recalling the Loan. The dues and outstanding amounts thereto shall become due and payable forthwith.
vi. The Borrower agrees to enter into this Agreement on the condition that they agree to the right of the Lenders to set off the amount lying with the Lenders or in possession of the Lenders (under any other account head), for the recovery of its dues under any/all the agreements between the parties herein.
vii. The Borrower hereby agrees and appoints axio and its officers, employees and agents and authorized representatives to be its duly constituted attorneys to act and recover the loan repayment amount (on behalf of the Lenders), upon the occurrence of an Event of Default.
viii. The Borrower agrees that the above powers may be exercised without any prior notice to the Borrower and further agree to ratify and confirm, that axio or any substitute or substitutes appointed by axio, may lawfully do or cause to be done in exercise of the aforesaid powers.
ix. **Non-conflict with other obligations**

axio is the trade name of CapFloat Financial Services Private Limited
No.136, Shyamala Towers, 6th Floor, East Wing,Arcot Road, Saligramam, Chennai-600093, Tamilnadu
Registered office at, New No. [illegible] Upper Palace Orchards, Bellary Road, Sadashivnagar, Bangalore Karnataka - 560080
Call: 080 6807 5001 | Email: ask@axio.co.in

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

a. any applicable laws;

b. its constitutional documents, if applicable; or

c. any other agreement entered into by the Borrower.

x. **Compliance with applicable law**
The Borrower agrees that it is in compliance with all applicable laws.

xi. **No misleading information**
All factual information provided by or on behalf of the Borrower in connection with this Agreement is true, complete and accurate in all respects as on/at the date it was provided or as on/at the date (if any) at which it is stated and the same are not misleading in any respect.

xii. **No immunity**

a. The Borrower is not entitled to immunity from suit, execution, attachment or other legal process in India.

b. The execution of this Agreement constitutes, and the exercise of its rights and performance of and compliance with its obligations under this Agreement will constitute, private acts of the Borrower done and performed for private purpose. The Borrower understands and acknowledges that the representations and warranties provided herein can be updated by the Lender, at its sole discretion, from time to time based on the criteria and terms and conditions of axio, available at our website at https://axio.co.in/terms-conditions/.

BORROWER'S UNDERTAKINGS

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

i. The Borrower hereby agrees to provide such documents as may be requested by the Lenders from time to time;

ii. The Borrower hereby agrees to keep each of the Lenders fully indemnified against all damage, loss, costs and expenses arising out of breach of terms and conditions which is solely attributable to the Borrower;

iii. The borrower shall pay on demand and indemnify Lenders and axio against, any cost, loss or liability that the Lenders and axio in relation to all stamp duty, registration and other similar taxes and levies payable in respect of this Agreement and any other agreement required to be executed pursuant to this Agreement;

iv. The Borrower shall observe and perform the terms and conditions of this Agreement, and further agrees to pay on demand (and without any demur or protest) the Outstanding Amounts or any monies due or which become due and payable under this Agreement, either by way of outstanding instalments or damages, costs, fees or other amounts payable to the Lenders under this Agreement; and

v. Subject to applicable law, a notice of demand by axio (on behalf of the Lenders) to / against the Borrower shall be the final and conclusive evidence that the Borrower has committed an Event of Default and that the monies and the amounts claimed thereunder are due and payable by the Borrower to the Lenders.

9. **EVENTS OF DEFAULT**

Notwithstanding anything contained hereinbefore regarding repayment of dues, by instalments, the entire amount of the Loan, together with interest and charges or the balance outstanding in the account shall at the option of the Lenders become due and payable by the Borrower to the Lenders and the Lenders will be entitled to realize the same in accordance with the provisions of Clause 11 below, at the cost of the Borrower upon the happening of any of the following events:

i. The breach of or failure to observe, or default by the Borrower in observance of any of the terms and conditions mentioned in this Agreement.

ii. Non-Payment / partial payment of any sum, whether towards principal and/or Interest and/or charges as and when they become due and payable.

iii. If it is found that the Borrower has made any misrepresentation, commits an act of insolvency, or if the Borrower is declared insolvent or bankrupt or if a liquidator, receiver or an officer is appointed in respect of any property or estate of the Borrower or if the Borrower makes any application for declaring himself as insolvent.

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

In the event of any change in the name of the Borrower, the Loan along with the Interest accrued thereto shall immediately become due and payable to the Lenders as per Clause 11.2 and 12 below.

Upon the occurrence of an Event of Default, axio may on behalf of the Lenders, at its sole discretion, by notice in writing sent by registered post with acknowledgement due and/ or through electronic mode, to the Borrower declare that the obligation of the Lenders to make or continue to make the Loan Amount available, stands terminated; and any portion thereof or the entire amount of the Loan and all Interest accrued thereon and all costs, charges, expenses and other sums outstanding under this Agreement shall be immediately due and payable to the Lenders.

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10. **ACCELERAT ION**

On and at any time after the occurrence of an Event of Default which is continuing, axio may on behalf of the Lenders at its discretion be entitled to:

i. recall all or any part of the Loan, whereupon the relevant part shall immediately become due and payable and consequently cancel any further Loan to the Borrowers;

ii. declare that all or part of the Loan Amounts, together with accrued Interest, and all other amounts accrued or outstanding under this Agreement be immediately due and payable, whereupon they shall become immediately due and payable;

iii. debit the relevant account or other Repayment Mode (as identified by the Borrower) for repayment of the relevant Due Amounts;

iv. Exercise such other rights as may be available to the Lenders under all applicable laws against the Borrower for recovery of the amounts due and payable to the Lenders under this agreement/any other agreement in relation to the parties herein.

v. in case of default in repayment of the Loan or any part thereof, or in the payment of any and all amounts due and payable under this Agreement whether by way of interest or otherwise, axio, on behalf of the Lenders shall have an unqualified right to disclose or publish the Borrower's name in such manner and through such medium as axio in its absolute discretion may think fit.

11. **APPOINTMENT AS FACILITY AGENT**

Subject to the terms, conditions and covenants contained in this Agreement, axio is hereby appointed as the facility agent for the benefit of the Lenders and axio hereby agrees to act as the facility agent for the benefit of and on behalf of the Lenders for the purposes and in accordance with the terms and provisions set forth herein and as may be agreed between the Lenders and axio from time to time.

12. **INDEMNITIES**

The Borrower indemnifies each Lender and axio (acting in its capacity as the facility agent) against any cost, loss or liability (including legal fees and out of pocket expenses) incurred by the Lenders and axio (or its directors, employees and agents) as a result of:

i. the occurrence of an Event of Default.

ii. the Lenders and/or axio (acting in its capacity as the facility agent) investigating any event which it believes is an Event of Default;

iii. axio (acting in its capacity as the facility agent) acting or relying on any notice, request or instruction from the Lenders which it believes to be genuine, correct and appropriately authorized; or

iv. axio (acting in its capacity as the facility agent) exercising any of the rights, powers, discretions or remedies vested in it under this Agreement or by applicable law.

v. The Borrower shall within 3 (three) Business Days of demand of the above, make good such payment to the Lenders and axio (acting in its capacity as the facility agent) accordingly.

13. **TERM OF AGREEMENT**

This Agreement shall be valid and subsisting from the date of this Agreement until the repayment of the entire Loan disbursed by the Lenders in favour of the Borrower along with all Interest as well as dues and taxes (as applicable) to the satisfaction of the Lenders and axio (acting in its capacity as the facility agent).

14. **DISCLOSURE TO CREDIT INFORMATION AGENCIES**

In case of default in repayment of any of the Loan Amounts or in the payment of the any and all amounts due and payable under this Agreement whether by way of interest or otherwise, the Lenders will have an unqualified right to disclose or publish the Borrower' s name in such manner and through such medium as the Lenders in their absolute discretion may think fit to all/any Credit Information Companies, RBI and/ or any other governmental regulatory/ statutory/ credit bureau or private agency to the extent of the Borrower' s default who may need the information and may process or publish the information in such manner and through such medium as may be deemed necessary or as the Lenders may think fit. To understand more about classification as Special Mention Account (SMA) and Non-Performing Asset (NPA) refer to Schedule 2.

15. **GOVERNING LAW AND DISPUT E RESOLUT ION**

This Agreement shall be governed by and construed in accordance with the laws of India. Subject to the provisions of Clause 17, any dispute arising out of or in relation to this Agreement, for all matters for which the courts of law would have jurisdiction, including without l imitation for an application for the appointment of an arbitrator under the provisions of Section 11 of the Arbitration and Conciliation Act, 1996, the courts of law at Bengaluru, India shall have exclusive jurisdiction.

16. **DISPUT E RESOLUT ION**

Any dispute/s, difference/s and/or claim/s arising out of or in connection with the Agreement or as to the construction, meaning or effect thereof or as to the rights and liabilities of the Parties hereunder (" Disputes") shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof which shall be referred to a sole arbitrator to be appointed by axio (acting on behalf of and in accordance with the instructions of the Lenders);

The seat of arbitration shall be at Bengaluru. The arbitration proceedings shall be conducted in English. In the event of death, refusal, neglect, inability, or incapability of the person so appointed to act as an arbitrator, axio (acting on behalf of and in accordance with the instructions of the Lenders) shall appoint a new arbitrator(s) in place of the said arbitrator(s). The award of the arbitrator(s) shall be final

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and binding on the Parties.

17. **ELECTRONIC FORM**

Communication in Electronic Form

It is hereby agreed by and between the Lenders and the Borrower that any request, notice, correspondence or any other writing whatsoever required or contemplated under this Agreement may be executed and any delivery, offer, acceptance or any other action whatsoever in respect of this Agreement may be undertaken in electronic form by way of a click wrap / SMS / WhatsApp / post / Email / in-app based or any other electronic means of executing or authenticating transactions as and when may be enabled by axio and as per Applicable Law. The Borrower hereby authorizes the Facility Agent for any type of aforesaid correspondences in Electronic Form.

For avoidance of doubt, it is clarified that communications in Electronic Form include any Writing or Action undertaken on any technology platform, mobile application or website provided by the Facility Agent. Each Party agrees to provide instructions on a mobile application or a website or in accessing or making any transaction as per Applicable Law. Each Party agrees that the use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide instructions on a mobile application or a website or in accessing or making any transaction regarding this Agreement constitutes a signature, acceptance and agreement as if actually signed in writing.

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

18. **MISCELLANEOUS**

Severability

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

Waiver

The failure, with or without intent, of any Party hereto to insist upon the performance by the other Party, of any term or stipulation of this Agreement, shall not be treated as, or be deemed to constitute, a modification of any terms or stipulations of this Agreement, nor shall such failure or election be deemed to constitute a waiver of the right of such Party, at any time whatsoever thereafter, to insist upon performance by the other, strictly in accordance with any terms or provisions hereof.

Assignment

The Lenders shall at any time, without any consent of or notice to the Borrower be entitled to securitize, sell, assign, discount or transfer all or any part of the Loan, the Lenders' rights, interest, and obligations under/in relation to the Loan, this Agreement, to any person(s) and in such manner and on such terms as the Lenders may decide, including (but not limited to) by reserving the right to retain the power hereof to proceed against the Borrower on behalf of the purchaser, assignee or transferee. Any such sale, assignment, securitization or transfer shall conclusively bind the Borrower and all other persons, such Borrower shall perform and be liable for their obligations to such assignee or transferee or any person claiming on their behalf or through the Lenders as the case may be. The Borrower shall not be entitled to directly or indirectly assign or in any manner transfer, whether in whole or part, or create any third-party interest in favor of any person in any manner whatsoever on, any rights, benefits or obligations under/in relation to the Loan or this Agreement.

Entire Agreement

The Parties hereto confirm and acknowledge that this Agreement shall constitute the entire agreement between them and shall supersede and override all previous communications, either oral or written, between the Parties with respect to the subject matter of this Agreement, and no agreement or understanding varying or extending the same shall be binding upon any Party hereto unless arising out of the specific provisions of this Agreement.

19. **Monitoring and Audit**

The Lender reserves the right to monitor activities in relation to the Loan and the account of the Borrower maintained with the Lender for any instances of fraud as may be determined by the Lender. The Borrower agrees that the Lender may audit the Borrower's account in relation to the Loan granted under this Agreement, by itself or through any external auditor appointed by the Lender for such instances of fraud. The Borrower agrees to cooperate with the Lender or its representatives in conducting such audit. If the Borrower fails to provide the requisite information or fails to co-operate with the Lender or its representatives for conducting such audit, the Lender may determine whether a fraud has occurred basis the material available with the Lender, and the Borrower agrees and accepts that such findings shall be binding on them. The Lender reserves the right to report any instances of fraud detected to the relevant authorities, including the RBI.

Schedule 1

axio is the trade name of CapFloat Financial Services Private Limited

No.136, Shyamala Towers, 6th Floor, East Wing,Arcot Road, Saligramam, Chennai-600093, Tamilnadu

Registered office at, New No ... Palace Orchards, Bellary Road, Sadashivnagar, Bangalore Karnataka - 560080

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CapFloat Financial Services Pvt. Ltd

Particulars of the Loan	Details
Name of the borrower	Mohit Khan
Residential Address / Communication address of the borrower	Vijay Mohalla,maujpur,S/O Shakeel Ahmed,,House N0.12-A/87,,110053,Delhi,Street N0.1,India,North East, Delhi Delhi 110053
Nature of Loan	Consumer Finance
Loan Amount availed for the product/ services on the Platform by the Borrower.	₹6103
Repayment Date	Shall mean the 5th (Fifth) day of successive calendar month.

Schedule 2

The regulation provided below classification as Special Mention Account (SMA) and Non- Performing Asset (NPA)

The below Illustration covers the concepts of date of overdue, classification as Special Mention Account ("SMA") and Non-Performing Asset (NPA), upgradation of loan account etc.

Loans other than revolving facilities		Loans in the nature of revolving facilities like cash credit/overdraft	
SMA Sub-categories	Basis for classification - Principal or interest payment or any other amount wholly or partly overdue	**SMA Sub-categories**	Basis for classification - Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA-0	Upto 30 days		
SMA-1	More than 30 days and upto 60 days	**SMA-1**	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	**SMA-2**	More than 60 days and upto 90 days
NPA	More than 90 days end of day	**NPA**	More than 90 days end of day

Accordingly, the date of SMA/NPA shall reflect the asset classification status of an account at the day-end of that calendar date. An illustration of such classification is given below:

Classification as	Illustrative dates (Loans other than revolving facilities)
Original Due Date	May 05, 2022
SMA -0	May 05, 2022 end of Day
SMA-1	June 04, 2022 end of day
SMA-2	July 04, 2022 end of day
NPA	August 03, 2022 end of day

Further, upgradation of accounts classified as NPAs Customer classified as NPAs may be upgraded as 'standard' only if entire arrears of interest and principal are paid by the customer. With regard to upgradation of accounts classified as NPA due to restructuring, non-achievement of date of commencement of commercial operations (DCCO), etc., the instructions as specified for such cases shall continue to be applicable.

For example. if a customer is classified as NPA on August 03, 2022 with an overdue of Rs. 10,000, the customer will be upgraded to standard only after receipt of full overdue amount.

For CapFloat Financial Services Pvt Ltd.

Sashank Rishyasringa

Executive Director

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