

REVISED CLAUSES OF CREDIT FACILITY AGREEMENT EFFECTIVE FROM 4TH MAY 2020

1. A new sub clause 2.7 have been added under Clause 2 i.e. TERMS OF THE FACILITY and content thereof is given below:

"The Borrower is engaged in the business of sale of the Pre-owned Cars and in the course of its business a number of Customers approach the Borrower to arrange for financing for the Pre-owned Cars to be purchased by them from the Borrower or re-financing the cars owned by them. Therefore, the Borrower hereby also agrees to give minimum business ("Business Commitment"), as and when informed by the Lender, for sourcing / referring the Customers who require loan / finance for the purchase of Pre-owned Car from the Borrower or for re-finance of Car owned by the Customers. If Business Commitment is not fulfilled by the Borrower, then Lender shall be entitled to cancel the Facility, reduce the Facility and recall the Facility (or any part thereof) at any time by issuing a notice to the Borrower. For achieving Business Commitment, the Borrower hereby shall enter into a Servicer Agreement on the terms and conditions as elaborated in Schedule II."

2. Sub clause 10.1(iv) of Clause 10 i.e. EVENT OF DEFAULT has been modified and content thereof is given below:

"Any events or condition exists or shall have occurred, which has had, or at the sole judgment of the Lender, is expected to have a Material Adverse Effect (Material Adverse Effect means a material adverse effect on (a) the business, condition (financial or otherwise), operations, performance or assets of the Borrower taken as a whole; (b) the ability of the Borrower to perform its obligations under the Facility Documents; or (c) the legality, validity or enforceability of the whole or any material part of any Facility Document or any material rights or remedies of the Lender under the Facility Documents, each as determined by the Lender in its sole discretion) on the business activities of the Borrower or is reasonably expected to affect the goodwill of the Lender".

3. Sub clause 13.1 of Clause 13 i.e. UNNATI SURAKSHA PROGRAM, COLLECTION, RECOVERY, REPOSSESSION, RELEASE AND DISPOSAL OF THE ASSET(S) has been modified and content thereof is given below:

"In the event the Borrower fails and/or neglects and/or refuses to make payment of any part of the Outstanding Amount as per the repayment schedule, and fails to remedy the defaults, the Lender shall be entitled to exercise any of the following options pursuant to Clause 10.2 of this Agreement:

- (i) require the Borrower to sell the Security/Asset to the Lender or any person designated by the Lender, at fair price as determined by the Lender or any person designated by the Lender. The Borrower agrees that the Lender shall be entitled to set-off the sale proceeds of the Security/ Asset against the Outstanding Amount. However, this shall not absolve the Borrower from its obligation to repay the remaining Outstanding Amount to the Lender. In the event, the sale proceeds are in excess of the Outstanding Amount, the Lender shall refund the remaining sale proceeds to the Borrower. On the failure of the Borrower to sell the Security/Asset to the Lender or any person designated by the Lender, the Lender shall have the right to withhold issuance of the no-objection certificate evidencing that it has discharged its charge over the Asset until all Outstanding Amount have been paid by the Borrower; or*
- (ii) take repossession of the Security/ Asset after a notice of 3 (three) days in this regard has been issued to the Borrower, and for this purpose enter into any premises of the Borrower or any other place where the said Security/ Asset may be lying and to remove or take possession of the Security/ Asset, without being liable or responsible to any person for trespass or otherwise, or take recourse to any of the other rights of the Lender as mentioned herein without being required to give any further or other notice. However, in case of any fraud detected by Lender with respect to the Security/ Asset or in case the Security/ Asset has been or is in imminent danger of being sold, transfer or alienated by the Borrower or is under threat of being confiscated for violation of any law, then, under such circumstances Lender shall not be under any obligation to give notice before taking repossession of the Security/ Asset."*

4. A new sub clause 15.14 have been added under Clause 15 i.e. MISCELLANEOUS and consequently content of earlier sub clause 15.14 i.e. Reporting and Disclosure and sub-clause 15.15 i.e. Joint and Several Liability have been shifted to new sub clause 15.15 and clause 15.16 respectively. Content of new sub clause 15.14 is given below:

"Loan Insurance: At the request of the Borrower(s), the Lender may at its own discretion also finance the insurance premium of an insurance policy taken by the Borrower from the insurance company of the Borrower's sole choice, insuring the Borrower(s) against the risks of personal accident, hospitalization, outstanding amount of the Loan and / or critical illness, provided that such insurance policy has been taken out by the Borrower, with specific instruction and authority by the Borrower(s) to such insurance company that in case of any loss reported, the loss will be paid to the Lender by such insurance company. Such insurance premium paid by the Lender on behalf of the Borrower(s) shall be paid added to the principal amount of the Loan. The Borrower(s) shall pay to the Lender the amount towards insurance premium as mentioned above which may be disbursed by the Lender directly to the insurance company and such

disbursement shall be deemed to be disbursement to the Borrower(s). All expenses, charges, fees, service tax and other taxes etc., as applicable shall be incurred and paid by the Borrower(s). If the said charges are paid by the Lender on Borrower's behalf, the Borrower shall reimburse the same to the Lender within 24 (twenty-four) hours of the Lender's demand. For all related services and other issues, the Borrower will refer to the concerned insurance company and the Lender shall not be responsible or liable for the same in any manner whatsoever."

5. List of charges mentioned under "SCHEDULE I - SCHEDULE OF TERMS" have been revised and updated on our webpage (Link: https://img.24c.in/cars24/docs/finance/policy_for_determining_interest_rates.pdf) and given below for your ready reference:

UNNATI and UNNATI PLUS List of Charges:		
1	Processing Fees	Rs. 200 per lakh subject to Rs 1000 maximum
2	Default Rate of Interest	Rs. 132 per day per lakh i.e. Rs 48.18 % per annum
3	Pre-Closure Fees	Nil
Other Charges		
4	Stamp Duty Charges	Rs. 1000/- per instance
5	Adhoc Limit Enhancement fee	Rs. 1000 per instance
Collection and Legal Charges		
6	Bounce / Swapping Charges	Rs. 500/- per instance
7	Late Payment Fees	Rs. 1000/- per car
8	Collection Visit Charges	Rs. 1000 per visit
9	Delinquency Charges	Rs. 5000/- per car
10	Legal Notice Charge	Rs. 5000/- per case
11	Arbitration Charges	Rs. 10000/- per case
12	Repossession Charges	Rs. 25000/- per car
13	Blacklist / RC Hypothecation Charges	Rs 5000/- per car
Suraksha Scheme Charges		
14	Repair Charges	Rs. 2000 per car or as per actuals, whichever is higher.
15	Fuel Charges	Rs. 500/- per car
16	Processing Fees / Buyback Charges	Rs. 7500/- per car (Pick up from home) Rs. 5000/- per car (Inspection done at retail store)
17	Driver Cost	Rs. 850/- per car
18	For any Other Charges, kindly refer Lender webpage. Link: www.cars24.com/financing/	
19	All applicable taxes and Government Charges have been excluded from above mentioned charges.	

6. We have added Sub clause 9.1(xvii) under Clause 9 i.e. COVENANTS AND UNDERTAKINGS and content thereof is given below:

"The Borrower shall enter into a Servicer Agreement on the terms and conditions as elaborated in Schedule II."

**Schedule II of Credit Facility Agreement
Servicer Agreement ("Servicer Agreement") Terms and Conditions**

1. INTERPRETATION:

In this Servicer Agreement, unless the context otherwise requires the following terms and expressions shall bear the following meanings:

- A. "Customer"** means a person who/which intends to purchase a Product from the Borrower or who wants to re-finance his / her car or who wants to take loan against his / her car.
- B. "Loan"** means the loan which may be provided by Lender or its Lending Partner to a Customer for
- (i) Purchase of a Product by the Customer from the Borrower and
 - (ii) Refinance of Car owned by the Customer or loan against Car owned by the Customer.
- C. "Loan Application"** means an application to be filed by a Customer, who desires to obtain a Loan.
- D. "Loan Documentation"** means the Loan Application, Loan agreement and other related documents, as specified by Lender or its Lending Partner from time to time.
- E. "Manufacturer"** means the manufacturer of the Product.
- F. "Product"** means Pre owned Car sold /distributed by Borrower or Car owned by the Customer.

Clauses, headings used herein are for the sake of ease of reference only and shall not affect the interpretation of the provisions

of this Servicer Terms. Clauses pertaining to specific products shall be read in the specific context.

2. SCOPE

The Borrower is engaged in the business of sale of the Products and in the course of its business a number of Customers approach the Borrower to arrange for financing for the Products to be purchased by them from the Borrower or refinancing the cars owned by them.

The Lender has agreed to enter into this Servicer Agreement with the Borrower, pursuant to which either Lender or its Lending Partner would in its sole discretion on a case to case basis provide loan / finance to the Customers of the Borrower for purchase / refinance of Products, on the terms and conditions as set forth hereunder.

3. TERM:

This Servicer Agreement shall remain in effect until terminated in the manner provided under Schedule I of the Credit Facility Agreement.

4. BORROWER'S RESPONSIBILITIES

- 4.1 The Borrower shall explain the finance schemes/ facilities provided by Lender or its Lending Partner for purchase or refinance of the Products to the Customers.
- 4.2 The Borrower will prominently display and exhibit in his showroom or shop or office necessary brochures, posters and sale advertising material of Lender or its Lending Partner, as provided to the Borrower by Lender or its Lending Partner from time to time. It is clarified that Lender or its Lending Partner and the Borrower may, from time to time, undertake joint publicity and/or advertising. All the expenses in this regard shall be shared as mutually agreed from time to time.
- 4.3 If the Borrower finds that the Customer fulfills the eligibility criteria notified to the Borrower by Lender from time to time, the Borrower will obtain from the Customer a duly filled Loan Application and other initial documents, as specified by Lender or its Lending Partner from time to time, to enable Lender or its Lending Partner to process the Loan Application of the Customer, AND
- 4.4 Forward the duly completed Loan Application and initial documents to Lender, for its approval. It is expressly agreed that Lender or its Lending Partner shall not be obliged to accept every Loan Application received from the Borrower and Lender or its Lending Partner may, in its sole and absolute discretion and notwithstanding that the Customer fulfills its eligibility criteria, be entitled to reject any Loan Application. Lender or its Lending Partner shall not be obligated to provide reasons for rejection of any Loan Application to the Borrower. The Borrower shall not either directly or indirectly make or give any commitment on behalf of Lender or its Lending Partner relating to acceptance of the Loan Application of the Customer.
- 4.5 On receipt of confirmation from Lender or its Lending Partner of its acceptance of a Loan Application, the Borrower shall obtain completed Loan Documentation (as per Lender policy) from the Customer and send the same to Lender. The Borrower shall ensure that in all cases the Loan Documentation are completed by the Customer in his own hand and are completely filled in all respect and all the legal requirements as indicated by Lender or its Lending Partner are duly completed.
- 4.6 Ensure that the payment of the disbursed Loan amount is made to the bonafide Customer intending to buy the Product from the Borrower or the Lender Services Borrower DTA account. In addition to the same the Lender shall ensure that an Authorization Letter / Payment Instruction for Loan for Loan is signed by the Customer and the same shall be shared by the Lender to the Borrower.
- 4.7 The Borrower shall ensure that once the Loan is disbursed to the Customer by Lender or its Lending Partner, it shall in no event cancel the sale of Product to the Customer or buyback the Product from the Customers without approval of Lender.
- 4.8 Provided that, in case the Customer decides against availing the Loan, the refund for the monies paid towards the Loan amount is made to Lender or its Lending Partner within 48 (forty eight) hours of such cancellation irrespective of the payment being made to any third party, failing which the Borrower shall be liable to pay an interest of 18% p.a. till the refund of Loan amount.
- 4.9 The Borrower shall based on the written instructions issued from time to time by Lender or its Lending Partner about the terms of finance correspond with all Customers and explain all terms and conditions relating to the Loan.
- 4.10 Post sanction of a Loan, the Borrower shall collect down payment from the Customer, which shall be the sale price of the product less the amount of loan granted by Lender or its Lending Partner. The Borrower shall also provide adequate proof thereof ("Down Payment Proof") to Lender.
- 4.11 The Borrower shall deliver to Lender a copy of the delivery challan evidencing delivery of the Product duly acknowledged by the Customer ("Product Delivery Proof").

4.12 The Borrower shall be responsible for, and shall pay, all taxes, levies, duties, assessments and deductions of every nature required by law in connection with the provision of Services under this Servicer Agreement.

4.13 The Borrower shall be responsible as and when requested by Lender or its Lending Partner, to assist Lender or its Lending Partner in the recoveries of outstanding dues from all defaulting Customers including non - starters or skip cases.

4.14 The Borrower shall allow the representatives / officers of Lender to audit the records of the Borrower at all reasonable times with adequate notice only in respect of records connected with sanction of Loan by Lender or its Lending Partner to its Customers.

5. COLLECTION OF CHARGES

5.1 On execution of the Loan Documentation, the Borrower shall collect from each Customer processing charges, non - refundable service charges, security charges and such other charges as may be decided by Lender or its Lending Partner in its sole discretion and specified to the Borrower from time to time (hereinafter referred to as "Charges") in accordance with any scheme(s) of Lender or its Lending Partner. Such Charges collected by the Borrower from the Customer shall be adjusted with the disbursement amount paid by Lender to the Borrower on receiving the receipt for such collection of Charges from the Borrower.

5.2 In case the Customer cancels the booking at a later date prior to the delivery of the Product/vehicle then the Borrower shall refund all the monies, inclusive of Loan amount disbursed by Lender and all other monies received from Customer, only to Lender.

5.3 If the Borrower fails to pay to Lender or its Lending Partner the Charges, as mentioned in clause 5 (a) above, Lender or its Lending Partner shall be entitled to deduct the same from the Loan amount to be disbursed to the Borrower and to pay to the Borrower only the balance Loan amount.

6. LENDER'S RESPONSIBILITIES

6.1 Lender shall, from time to time, provide to the Borrower appropriate details of its standard eligibility criteria for granting Loans to the Customers. These criteria are subject to change at the sole discretion of Lender, without notice to the Borrower.

6.2 On receiving the Loan Documentation and due verification thereof, Lender shall, if satisfied that the Loan Documentation is complete in all respects and subject to Clause 4, disburse to the Borrower the Loan amount, which shall be equal to the sale price of the Product less the down payment paid by the Customer to the Borrower.

6.3 In the event that the Borrower fails to pay to Lender the Charges as mentioned in Clause 5 (a), Lender shall prior to disbursement of the Loan amount, deduct from there the charges payable by the Borrower to Lender under Clause 5 (a).

6.4 The disbursement of the Loan amount shall be made by Lender only after Lender receives a copy of the delivery challan in respect of the Product duly acknowledged by the Customer.

6.5 Lender shall provide to the Borrower, brochures, posters and point of sale advertising material for the loans.

6.6 Lender shall provide to the Borrower adequate Loan Documentation to enable the Borrower to provide the same to eligible Customers.

6.7 Lender shall make all deductions on payments of the Fee, as required by law and provide the Borrower with the requisite certifications for deduction of tax at source and/or reimburse the Borrower such amounts as paid by Borrower on account of any statutory tax legally due from Lender upon submission of satisfactory proof.

7. BORROWER'S UNDERTAKINGS:

7.1 In case a Product is accepted back by the Borrower on account of such Product being defective, faulty or not of the warranted quality or other genuine or justifiable reason and the sale being canceled, then, in such case notwithstanding what is stated in any agreement executed by the customer, Borrower shall forthwith return the Loan amount to Lender or its Lending Partner.

7.2 The Borrower shall permit the officers and representatives of Lender or its Lending Partner at all reasonable times, to enter upon the Borrower's office or shop or showroom for the purpose of inspection of the books and records of the Borrower, only in respect of the records connected with the sanction of Loan to the Customer by Lender or its Lending Partner.

7.3 The Borrower shall ensure that its employees / personnel or any other person engaged by him shall at all times conduct themselves within the parameters of all applicable laws and shall not commit or permit the commission of any offence; and in the event of any offence being committed, the Borrower and the person committing the offence shall be liable for all consequences thereof; and Lender or its Lending Partner shall not be directly or vicariously liable.

7.4 The Borrower shall ensure strict compliance of, all the guidelines and instructions issued by Lender from time to time.

- 7.5 The Borrower shall obtain all licenses/permissions /authorizations as required under all the applicable laws and keep the same valid by renewing if from time to time as required under the said laws.
- 7.6 The Borrower shall indemnify and keep Lender or its Lending Partner indemnified for any loss damage or liability that Lender or its Lending Partner may incur on account of the unauthorized use of Lender or its Lending Partner's name or its logo.
- 7.7 The Borrower shall ensure delivery of the Product to the Customer only after completion of all the formalities in terms of the Loan Documentation signed between the Customer and Lender or its Lending Partner.
- 7.8 The Borrower further warrants that it will not do or purport to do any act, deed, thing or matter which will prejudice the interests of Lender, in any manner whatsoever.
- 7.9 The Borrower agrees that it shall solely be responsible for all its employees, agents, representatives ("Borrower Persons"), including contractors or subcontractors including for all compliances under applicable labour and other legislations in respect of the Borrower Persons and that Lender shall not be responsible or concerned with the same in any manner. In the event Lender incurs or is called upon to incur any liability in this regard, the Borrower shall indemnify Lender against the same.
- 7.10 The Borrower shall be liable to provide all the documents deemed requisite for getting the ownership of RC transferred before or after the disbursement of the Loan by the Lender.
- 7.11 In the event the said documents are not submitted to Lender within three day from the date of request made by the Lender or on failure of transfer of ownership of RC, the entire Loan will become payable forthwith and the Borrower will be responsible for the foreclosure of all such Loans. In the event of non-submission of such documents or on failure of transfer of ownership of RC, the Borrower authorizes Lender or its Lending Partner to set off all such sums against any payouts due to the Borrower from Lender or its Lending Partner.
- 7.12 The Borrower shall sign and comply with the Code of Conduct for Direct Sales Agents (DSAs)/ Direct Marketing Agents (DMAs) and Declaration of GST Non-Registration, if applicable, annexed as **Annex IA** and **Annex IB** respectively.

8. INDEMNITY AND LIMITATION

- 8.1 The Borrower hereby agrees to indemnify and keep Lender or its Lending Partner indemnified from the following:
- (i) From and against any loss, damage, claim, action, proceedings, costs, charges and expenses that may be suffered or incurred by Lender or its Lending Partner on account of delay in delivery or non-delivery of Products.
 - (ii) Against any and all claims, arising out of, connected with or resulting from any matter arising out of the Products or any claim or demand made by a Customer.
 - (iii) Against any and all claims arising out of, connected with or resulting from any fraudulent acts committed by the Borrower, his/its employees, agents and/or servants.
 - (iv) Against any or all claims arising out of any act or deed of the Borrower which is beyond the scope of his activities or beyond the jurisdictions of the provisions of this Servicer Agreement or is a breach of any of the provisions of this Servicer Agreement.
- 8.2 The indemnities given by the Borrower shall survive the terminations or expiry of this Servicer Agreement.
- 8.3 Neither Lender nor any of its officers, directors, shareholders, employees, consultants, shall have any liability whatsoever for any losses or expenses of any nature suffered by the Borrower or Borrower Persons arising directly or indirectly from any act or omission of the Borrower or Borrower Persons.
- 8.4 Neither Lender nor any of its officers, directors, shareholders, employees, consultants, shall have any liability whatsoever for any injury to the Borrower and/or Borrower Persons suffered while on Lender's premises, except those which directly result from the gross negligence or willful misconduct of the employees of Lender in their official capacity, as held in a final, non-appealable order of a court of competent jurisdiction.

9. EXCLUSIVITY

- 9.1 The arrangement contained in this Servicer Terms shall be on a non-exclusive basis and Lender shall be entitled to have or make similar arrangements with other Borrowers in the same or other areas.

10. CONFIDENTIALITY

- 10.1 All information and other material supplied to or received by the Borrower from Lender or its Lending Partner, which is by its nature intended to be exclusively for the knowledge of the Borrower or is marked 'confidential' and, any information concerning the arrangement contained in this Servicer Agreement ("**Confidential Information**") shall be kept confidential by the Borrower unless or until compelled to disclose the same (i) by judicial or administrative process, or (ii) by law, or (iii) is required to be furnished to any regulatory or other authority having jurisdiction.

- 10.2** The Borrower will take all necessary action to protect the integrity of the Confidential Information against misuse, loss, destruction, deletion and / or alteration. The Borrower shall not misuse or permit misuse directly or indirectly and commercially exploit the Confidential Information of Lender or its Lending Partner for economic or other benefit.
- 10.3** The Borrower will not to make or retain any copies or records of any Confidential Information submitted or disclosed by Lender or its Lending Partner other than as may be required for the performance of the Borrower's obligations under this Servicer Agreement.
- 10.4** The Borrower shall notify Lender promptly of any unauthorized or improper use or disclosure of the Confidential Information. The Borrower hereby unconditionally agrees and undertakes that it shall not and its personnel shall not disclose or publish the terms and conditions of this Servicer Agreement or disclose the Confidential Information submitted or disclosed by Lender or its Lending Partner under this Servicer Agreement to any third party unless such disclosure is required under law.
- 10.5** The Borrower hereby specifically agrees to indemnify and keep Lender or its Lending Partner indemnified at all times against all or any consequences arising out of any breach of this undertaking and shall immediately indemnify and pay to Lender or its Lending Partner on demand all damages, loss, costs, expenses or any charges that Lender or its Lending Partner any suffer/incur in connection with such disclosure of any Confidential Information of Lender or its Lending Partner.
- 10.6** The confidentiality obligations contained in this Clause 10 shall survive the termination of this Servicer Agreement.
- 10.7** The Borrower shall not misuse or permit to misuse directly or indirectly, commercially exploit the information for economic or other benefit not connected with this Servicer Agreement.
- 10.8** The Borrower shall return all the information and material to Lender at the expiry/termination of the Servicer Agreement.
- 10.9** The Borrower shall not disclose or publish the terms and conditions of this Servicer Agreement or the information submitted by Lender or its Lending Partner to any third party, except as stated above.

11. TERMINATION

- 11.1** Without prejudice to any other remedies available under this Servicer Agreement or under the common law, Lender may terminate this Servicer Agreement for any reason whatsoever by giving 30 (thirty) days notice to the Borrower. The Borrower may terminate this Servicer Agreement by giving a prior written notice of three (3) months, provided that all the obligations, liabilities and Charges of the Borrower to Lender outstanding on the date of termination of the Servicer Agreement shall survive the termination thereof until discharge thereof in terms of the Agreement. Provided further that such termination shall not affect action taken or initiated by Lender, under any Loan Application accepted by Lender or its Lending Partner, which shall be completed and delivered in the same manner as if this Agreement had not been terminated.
- 11.2** Lender shall be entitled to terminate this Servicer Agreement forthwith:
- (i) if the Borrower fails or neglects to observe or commits or allows to be committed any breach of the terms, conditions, provisions or stipulations of this Servicer Agreement on its part; or
 - (ii) if the Borrower does or suffers any act or thing or omits to do or suffers to be done any act, thing, deed or, matter whereof, in the consequence of which the business of Lender or its Lending Partner may be or is likely to suffer; or
 - (iii) if the Borrower acts beyond the scope of this Servicer Agreement or is suspected of falsifying records; or
 - (iv) if the Borrower by its act or omission gives Lender or its Lending Partner reasonable ground to consider that its rights may be prejudiced or jeopardized; or
 - (v) if at any time the Borrower uses or attempts to use Lender or its Lending Partner's name or logo for its own purposes; or
 - (vi) if it is reasonably believed by Lender or its Lending Partner that continuation of the relationship with the Borrower under this Servicer Agreement is injurious to its goodwill and/or business; or
 - (vii) if the Borrower enters into liquidation whether compulsory or voluntary (not being a voluntary liquidation for the purpose of reconstruction or amalgamation) or becomes insolvent or suffers any other insolvency or bankruptcy process or seeks any protection from its creditors or is unable to pay its debts as and when they fall due; or
 - (viii) if at any time there is a change in the ownership, management or control of the Borrower which change is reasonably considered by Lender or its Lending Partner to be detrimental to Lender or its Lending Partner; or
 - (ix) if the Borrower ceases permanently to carry on its business or substantially the major part thereof.
- 11.3 Effect of Termination:** The termination of Servicer Agreement shall be without prejudice to the accrued rights of the Parties. On the termination of this Servicer Agreement:
- (i) The Borrower shall complete all pending Loan applications accepted by Lender or its Lending Partner prior to the date of termination, unless these have been specifically cancelled by mutual Servicer Agreement;
 - (ii) The Borrower shall deliver to Lender all advertising material and unused Loan Documentation of Lender or its Lending Partner in his/its possession or custody;
 - (iii) Save to the extent permitted under the terms of any other arrangement or relationship between the Borrower and Lender, the Borrower will cease to use Lender or its Lending Partner name or logo in any manner whatsoever.



(iv) The Borrower shall return to Lender or all typefaces, blocks, prints and material bearing or containing any of the Lender or its Lending Partner trademarks.

12. RELATIONSHIP

12.1 The Parties agree **that** they have entered this Servicer Agreement as independent contractors and there is no employer-employee, principal-agent or master-servant relationship or partnership/joint venture between the Parties.



CODE OF CONDUCT

1) BACKGROUND AND PURPOSE

In accordance with the 'Directions on Managing Risks and Code of Conduct in Outsourcing of Financial Services by NBFCs' ("RBI Outsourcing Directions") prescribed by the Reserve Bank of India (RBI) under 'Non-Banking Financial Company –Non-Systemically Important Non-Deposit taking Company (Reserve Bank) Directions, 2016', **Cars24 Financial Services Private Limited ("Company")**, being a Non-Banking Financial Company (NBFC) is required to put in place a Board approved 'Code of conduct for Direct Sales Agents (DSAs)/ Direct Marketing Agents (DMAs)' ("Code of Conduct") and obtain their undertaking to abide by the code.

As per the RBI Outsourcing Directions, the Company is required to ensure that the DSAs/ DMAs are properly trained to handle their responsibilities with care and sensitivity, particularly aspects such as soliciting customers, hours of calling, privacy of customer information and conveying the correct terms and conditions of the products on offer etc. It is hereby clarified that in terms of the Servicer Agreement the DSAs/DMA has also been referred to as the Borrower.

2) APPLICABILITY

This Code of Conduct will apply to all the DSAs/ DMAs and their representatives involved in marketing and distribution of any loan or other financial product of the Company. The Code of Conduct shall form part of the agreement to be signed with the DSA/ DMA and the DSA/ DMA and its employees/ representatives must agree to abide by the Code of Conduct prior to undertaking any direct marketing operation on behalf of the Company. Any DSA/ DMA or its employee/ representative found to be violating the Code of Conduct will be blacklisted by the Company and failure to comply with this requirement may result in permanent termination of business of the DSA/ DMA with the Company at the Company's discretion.

The Company will take a **Declaration–Cum–Undertaking** (in the format enclosed as Annexure 1) from the DSAs/ DMAs while signing the agreement with them. Further, respective DSA/ DMA will take a **Declaration–Cum–Undertaking** (in the format enclosed as Annexure 1) from each of its employees/ representatives before assigning them their duties.

3) CODE OF CONDUCT

The DSA/ DMA and its employees/ representatives will be required to follow the Code of Conduct detailed below:

3.1 Tele-calling a prospective customer

A prospect is to be contacted for sourcing a product only under the following circumstances:

- (i) When prospect has expressed a desire to acquire a loan/ financial product through the Company's website/ call centre/ Branch/ any other means or is an existing customer who has given consent for accepting calls or solicitation of any product.
- (ii) When the prospect's name/ telephone no/ address is available & has been obtained, after taking his/ her consent.

The employees/ representatives of the DSA/ DMA should not call a person whose name/number is flagged in any "Do Not Disturb" list available as per the applicable regulatory/ statutory guidelines.

3.2 When to contact a prospect on telephone

Telephonic contact must normally be limited between 0900 Hrs and 1900 Hrs. However, it may be ensured that a prospect is contacted only when the call is not expected to inconvenience him/her. Calls earlier or later than the prescribed time period may be placed only when the prospect has expressly authorized DSA/ DMA or its employees to do so either in writing or verbally.

3.3 Can the prospect's interest be discussed with anybody else?

DSA/ DMA should respect a prospect's privacy. The prospect's interest may normally be discussed only with the prospect and any other individual/family member such as prospect's accountant/ secretary / spouse, authorized by the prospect.

3.4 Leaving messages and contacting persons other than the prospect

Calls must first be placed to the prospect. In the event the prospect is not available, a message may be left for him/her. The aim of the message should be to get the prospect to return the call or to check for a convenient time to call again.

3.5 No misleading statements/misrepresentations permitted

The Direct Selling Agent and/ or its employees/ representatives should not:

- (i) Mislead the prospect on any service / product offered;
- (ii) Mislead the prospect about their business or organization's name, or falsely represent themselves.
- (iii) Make any false/ unauthorized commitment on behalf of the Company for any facility/ service.

3.6 Telemarketing Etiquettes

(i) Pre-Call

- ✓ No calls prior to 0930 Hrs or post 1900 Hrs unless specifically requested.
- ✓ No serial dialing
- ✓ No calling on lists unless list is cleared by team leader

(ii) During Call

- ✓ Identify yourself, your company and your principal
- ✓ Request permission to proceed
- ✓ If denied permission, apologize and politely disconnect.
- ✓ State reason for your call
- ✓ Always offer to call back on landline, if call is made to a cell number
- ✓ Never interrupt or argue
- ✓ To the extent possible, talk in the language which is most comfortable to the prospect
- ✓ Keep the conversation limited to business matters
- ✓ Check for understanding of the customer if he plans to buy the product
- ✓ Reconfirm next call or next visit details
- ✓ Provide your telephone no, your supervisor's name or the Company's relevant official's contact details if asked for by the customer.
- ✓ Thank the customer for his/her time

(iii) Post Call

- ✓ Customers who have expressed their lack of interest for the offering should not be called for the next 3 months with the same offer.
- ✓ Provide feedback to the Company on customers who have expressed their desire to be flagged "Do Not Disturb".
- ✓ Never call or entertain calls from customers regarding products already sold.
- ✓ Advise them to contact the Customer Service Staff of the Company.

3.7 Gifts or bribes

The DSA/ DMA and/ or its employees/ representatives must not accept gifts from prospects or bribes of any kind. Any employee/ representative offered a bribe or payment of any kind by a customer must report the offer to his/ her management.

3.8 Precautions to be taken on visits/ contacts

The DSA/ DMA and/ or its employees/ representatives should:

- (i) Respect personal space of the prospect.
- (ii) Not enter the prospect's residence/office against his/her wishes;
- (iii) Not visit in large numbers.
- (iv) Respect the prospect's privacy.
- (v) If the prospect is not present and only family members/office persons are present at the time of the visit, he should end the visit with a request for the prospect to call back.
- (vi) Provide his telephone number, supervisor's name or the Company's concerned official's, if asked for by the customer.
- (vii) Limit discussions to the business– Maintain a professional distance.



3.9 Other important aspects - Appearance & Dress Code

Employees/representatives of DSA/ DMA must be appropriately dressed.

3.10 Handling of letters & other communication

Any communication sent to the prospect should be only in the mode and format approved by the Company.



Declaration–Cum-Undertaking to be provided by Direct Sales Agent (DSA)/ Direct Marketing Agent (DMA) and its employees/ representatives

To

Cars24 Financial Services Private Limited
10th Floor, Tower B, Unitech Cyber Park, Sector 39, Gurgaon, Haryana -122001

Re: Code of Conduct

Dear Sir,

I am working in as My job profile, *inter-alia*, includes offering, explaining, sourcing, and assisting documentation of products and linked services to prospects of **CARS24 Financial Services Private Limited**.

In the discharge of my duties, I am obligated to follow the '**Code of conduct for Direct Sales Agents/ Direct Marketing Agents' ("Code of Conduct")** a copy of which has been provided to me.

I confirm that I have read and understood and agree to abide by the Code of Conduct. I further confirm that the trainer mentioned below has explained the contents in full to me.

In case of any violation, non-adherence to the said Code, you shall be entitled to take such action against me as you may deem appropriate.

Signature:

Date: DD/MM/YYYY

Name of DSA/ DMA or its employee:

Name of Agency:

Signature:

Date: DD/MM/YYYY

Name of the Trainer:

Name of the Company:

Declaration of GST Non-Registration (If applicable)

To,
Cars24 Financial Services Private Limited
10th Floor, Tower B, Unitech Cyber Park, Sector 39, Gurgaon, Haryana -122001

Subject: Declaration regarding non-requirement to be registered under the Central / State/ UT/ Integrated Goods and Services Tax Act, 2017

Particulars	Details
Legal Name of Entity	
Registered Office Address	
Name of Proprietor/ Partner signing this form	
Email ID	
Contact No	
PAN No	

I/We.....(Partner/Proprietor/Director) of (Name of the Company/ Firm), do hereby state that we are not required to get ourselves registered under the Goods and Services Tax Act, 2017 as *(please ☑ and fill below for the relevant reason)*

- We deal in to the category of goods or services (Nature of goods / services) which are **exempted** under the Goods and Service Tax Act, 2017.
- We have the turnover **below the taxable limit** as specified under the Goods and Services Tax Act, 2017.

I/We hereby also confirm that if during any financial year I/we decide or require to register under the GST in that case I/we undertake to provide all the requisite information and documents. I/we also undertake the responsibility to inform all subsequent changes in constitution or working of firm.

I/We request you to treat this communication as a declaration regarding non-requirement to be registered under the Goods and Service Tax Act, 2017.

I/We acknowledge that information furnished above are true and best to our knowledge and that I/we shall be bound by the acts of duly constituted attorney. In case of above information is found to be incorrect later, any payment shall be withheld by Cars24 Financial Services Private Limited and any unprocessed payment shall remain withheld by the company.

Name of Organization

Name & Signature- Authorised Signatory

Date: DD/MM/YYYY