

BHARAT SANCHAR NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISES)

(CORPORATE OFFICE/ VAS UNIT)

2nd Floor, Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi-1



VAS-5/Semiclosed Prepaid/Mobikwik/2017

Dated: August, 2018

To

All CGMs, Telecom Circles/TD's, BSNL

Subject: Lending facility for BSNL employees-reg

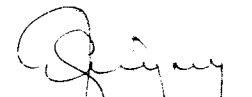
BSNL has entered into an agreement with M/s One Mobikwik Solutions Private Limited for provision of Semi Closed Prepaid Instrument (SMWallet) and associated services. Subsequently the service got launched on Pan India basis on 1st August, 2017.

M/s One Mobikwik has proposed to lend loan to BSNL employees as per the following,

- Instant loan disbursal up to ₹60,000.
- The employee should be on BSNL roll and minimum 6 month old.
- The loan is available to all the employees regardless of the credit rating of the employee. No loan will be rejected as a special case to BSNL employees.
- BSNL will neither be responsible in any way for recovery of the loan nor will play any role in recovery or any dispute that may arise later on. BSNL employees shall go through the terms & conditions of loan availment facility. It is a facility extended by M/s One Mobikwik directly to BSNL employees.
- Loan tenor is of 6 months.
- Minimum loan amount is Rs 10 K and maximum 60 K
- No income documents required. Foreclosure of loan not allowed.
- Zero processing fee
- No physical document/paper required. No physical presence of person or movement of personnel required only by submitting PAN & Aadhaar and copy of the Cheque indicating the account number and IFSC code.
- Loan is instant and will be disbursed into the BSNL wallet of the employee within few minutes after all formalities as given above are completed.
- The promotional schemes of Mobikwik if any, shall also be applicable to the person taking the loan.

The detailed terms & conditions of the loan are attached with this letter. Circles are requested to give wide publicity to this offer.

Encl:A/a


(Sanjay Kumar)
GM (VAS-I)

Copy to

1. PGM/GM(CMTS) Nodal Centres-Chandigarh, Pune, Trichy, Kolkata-
2. M/s One Mobikwik Solutions Private Limited

Terms & Conditions

Borrower

Borrower must have seen, verified and accepted the loan offer before acceptance of the terms and conditions of this agreement. The terms and conditions of this agreement are tied to the loan offer accepted by the borrower on Mobikwik App. The loan offer terms (agreement execution date, loan sanction date, amount sanctioned, tenure of loan, interest rate applicable and EMI) would be same as those displayed on Mobikwik app and borrower's identity would be same as retrieved through KYC and Mobikwik provided data. Further, for any notices, borrower's residential address would be utilised as per KYC.

Type of Loan

Personal Loan

Cheque/Mandate bounce charges

Rs 750 + taxes as applicable

Penal Interest

2 % p.m. on delay of principal/interest/charges

The expressions "Borrower", and the "ABFL", unless repugnant to the context, shall include his/her/their respective heirs, representatives, beneficiaries, successors, executors, administrators and permitted assigns and shall individually be referred to as "Party" and collectively as "Parties"

The expression "Instant Loan", unless repugnant to the context, shall mean and include Personal Loan Disbursement within 12 (twelve) working hours from the time of final sanction of Loan/facility by ABFL.

The Borrower consents that he/she would avail only term loan(s) through the loan account opened via Aadhar based OTP eKYC, and the amount for these term loans shall not exceed rupees INR 60,000 in a year. The Borrower further declares that no other account has been opened nor will be opened using OTP based KYC either with Aditya Birla Finance Limited or with another regulated entity.

The Borrower(s) have agreed to this Standard Terms by click wrap method and the same is construed as express consent under the existing laws of India. The standard terms and conditions set out herein(the "Standard Terms")shall be applicable to the Facility/Loan provided/ to be provided by ABFL to the Borrower(s).

1. Upon the representation and information provided by the Borrower in the application for the loan made to the ABFL, the ABFL hereby agrees to lend to the Borrower the Sanctioned Amount for the purpose here in above.

2. The ABFL shall have the right to recall the Loan at any time at its discretion, without assigning any reasons for such recall, and upon such recall, the Loan and all other amounts stipulated by the ABFL shall be payable forthwith. The Borrower shall be liable for all amounts due and all costs, duties, levies etc. incurred for enforcing this Standard Terms or for undertaking any recovery proceedings with respect to the Loan. The Borrower acknowledges

that stamp duty is applicable to this Standard Terms and accordingly has paid the same, in case of any deficit the Borrower shall be liable for the same.

3. The Borrower shall repay the Loan, and the interest payable thereon, in monthly instalments as per the repayment schedule specified in this Sanction Letter, which instalments are hereinafter referred to as "The Equated Monthly Instalments" or "EMI". Any dispute, including that relating to the interest computation, shall not entitle the Borrower to withhold payment demanded by the ABFL and/or payment of any EMI. The repayment schedule for the Loan is without prejudice to the rights of the ABFL to re-compute the interest in case of any variation of the same. On such re-computation, payments shall be made by the Borrower in accordance with such amended repayment schedule(s), as may be intimated by the ABFL to the Borrower.

4. The Borrower agrees to issue Cheques/SI/NACH (referred to as "Repayment Instructions") for the repayment of the Loan and is fully cognizant that dishonour of the repayment of the Loan is a criminal offence under the law. Additionally, the ABFL will also accept payment through NEFT/ RTGS/ Po-UPI and the Borrower can choose to avail such options when required to make payment towards the loan account.

5. The Borrower acknowledges that the Cheques/ SI/NACH/ Po-UPI mode of repayment is issued in favour of the ABFL, in advance for the payment of the EMIs. The ABFL may at any time at its sole discretion, with prior notice to the Borrower, make a demand for the repayment of the loan and dues thereto. The Borrower shall not revoke the Cheque/SI/NACH/ Po-UPI mode for payment of the EMIs during the tenure of this Loan, except with the prior approval of the ABFL. In case the Borrower revokes his/her consent to participate in the SI/NACH/ Po-UPI mode without obtaining the prior written consent of the ABFL, the same shall be deemed to be an 'Event of Default', as defined in this Standard Terms the ABFL shall have the right to forthwith recall the Loan without giving any notice to the Borrower. Notwithstanding anything contained herein, the ABFL shall have the right to initiate criminal action or take any other action/remedy available under the applicable laws against the Borrower.

6. The Borrower may prepay the entire outstanding balance of the Loan after the expiry of the first six (6) months of the Loan tenure. In such an event, the ABFL shall be entitled to charge pre-payment charges as specified in this Sanction Letter on the outstanding dues. Pre-Payment amount will get adjusted towards interest, other charges and principal amount outstanding. The prepayment shall take effect only if the standard SI/NACH/ Po-UPI payment for the month or alternate payment made through NEFT/RTGS/Po- UPI has been cleared and proceeds thereof realized by the ABFL in clear funds.

7. The Borrower may prepay a part of the outstanding balance of the loan subject to the following conditions and other internal credit parameters:

(i) The Borrower should have been an ABFL Personal Loan customer for a period of at least 6 months from the date of loan booking, prior to availing the partial prepayment facility.

(ii) The amount pre payable shall be determined by ABFL.

8. The records maintained by the ABFL shall be conclusive proof of the amounts

outstanding from and due by the Borrower. A certificate issued by the ABFL stating the amount due at any particular time shall be conclusive evidence as against the Borrower. However, nothing herein shall prejudice the ABFL's interests or rights if there is any clerical or arithmetical error in the interest calculations due and payable by the Borrower.

9. ABFL shall have the right to recall the Facility at any time at its discretion, without assigning any reasons for such recall, and upon such recall, the Loan and all other amounts stipulated by the ABFL shall be payable forthwith.

10. ABFL shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the outstanding amounts under the Facility or any other rights under this Standard Terms or any other document pursuant hereto to any person in a manner or under such terms and conditions as ABFL may decide in its sole discretion, with or without notice to the Borrower. The Borrower hereby specifically consents to the right of ABFL to sell or transfer. The Borrower shall not transfer or assign his/her rights under the aforesaid Loan.

11. I hereby give my consent for deduction of the Pre EMI amount from the loan amount being disbursed.

12. Aditya Birla Finance Ltd. And Mobikwik shall have the right to reverse the loan disbursement transaction and cancel the loan account if the borrower is found to have fraudulent history or found to have been involved in document misrepresentation/fraud or is proven to be involved in any sort of money laundering activities.

BORROWER'S REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS

With a view to induce ABFL to grant the Facility/Loan to him/her, the Borrower hereby represents/warrants to/ covenants/ undertakes with ABFL that he/she-

(i) Has given complete and correct information and details in the application form about himself/herself.

(ii) ABFL's associates, agencies, Credit Information Companies and/or any other agency so authorized may use, process the said information and data disclosed to ABFL in the manner as deemed fit by them.

(iii) has no pending claims, demands, litigation or proceedings against him/her before any court or authority (public or private);

(iv) shall ensure that the purpose for the Loan is advanced by ABFL is fulfilled in all respects and produced to ABFL, the necessary documents, as may be required by ABFL;

(v) shall in addition to the income/ financial statement/s required by ABFL furnish such other information/ documents concerning his/her employment, trade, business, profession or otherwise as ABFL may require from time to time.

(vi) shall promptly and without requiring any notice or reminder from ABFL, repay the Facility in accordance with the terms mentioned herein.

(vii) shall (in case of more than one borrower) be jointly and severally liable to repay the Facility interest and all other sums due and payable under this Standard Terms and to observe its terms and conditions;

(viii) where applicable, shall inform ABFL of any likely change in his/her employment;

(ix) shall not stand surety or guarantor for any third party liability or obligation;

(x) being a resident in India, shall not leave India for employment or business or long stay without first fully repaying the Facility then outstanding due and payable with interest and other dues, including prepayment charges, if any;

(xi) Borrower shall, in case the Borrower is a company/firm/body corporate notify ABFL at least 30 days in advance of any intended a) change in business, constitution or constitution documents or b) closure of its business or c) change in address.

(xii) The Borrower hereby undertakes to keep the ABFL informed of any change in the Borrower's e-mail ID, Telephone number, Mobile number and Address. The Borrower authorizes the ABFL to update the contact information change that the ABFL may be informed of and hereby authorizes the ABFL to contact the Borrower at the updated contact details by post, phone, e-mail, SMS/text messaging.

(xiii) the Borrower agrees and undertakes not to, and warrants and represents to the ABFL that the Borrower shall not, utilize the Facility for any antisocial, unlawful, or speculative purposes and/or capital market.

(xiv) The Borrower agrees that the ABFL shall send any notice/letter/other document meant for the Borrower at the address last intimated by the Borrower and shall be deemed to have been delivered within 48 hours after it has been sent by registered post, under certificate of posting, ordinary post or courier or email at the discretion of the ABFL. All writings from the Borrower to the ABFL must be received from the Borrower at the address specified in the Facility application.

(xv) I undertake that I will be providing my salary account bank statement for the past one month and any other details as required by Aditya Birla Finance Limited post disbursement of the loan. All information provided by me about my demographics, employment and salary account is true. I undertake to foreclose the loan immediately in case any of the above provided information is found to be false by Aditya Birla Finance limited officials.

INTEREST AND APPORTIONMENT OF PAYMENT

a. Interest shall accrue on the Loan/Facility at the rate prescribed herein mentioned above and shall be payable as provided for herein mentioned above.

b. The Borrower agrees to pay Interest on the Facility as mentioned herein above and which shall be fixed at all times and calculated on the daily balance of the outstanding Facility.

c. ABFL shall be entitled to debit all other amounts due and payable by the Borrower under this Standard Terms (including but not limited to interest tax, fees, stamp duty, processing fee, login fees, costs, service/Prepayment and other charges, claims and expenses including expenses which may be incurred by the Borrower in recovery proceedings) to the Borrower Loan account, unless separately reimbursed to ABFL by the Borrower. Such amounts shall form part of the Facility.

d. It is understood, by the Borrower that for default in repayment of interest/principal as it may fall due as per Facility terms, additional default/penal interest as mentioned hereinabove are applicable on principal amount from the day of default for the period the amount is in default.

e. Without prejudice to any other term of this Standard Terms, the Parties expressly agree that any payment made by the Borrower to ABFL under this Standard Terms shall be appropriated by ABFL in the following order (i) Interest; (ii) Default Interest and loss of profit on the defaulted amount/s; (iii) Costs, charges and expenses that ABFL may expend to service and recover the

Loan, Interest and all sums due and payable by the Borrower to ABFL under this Standard Terms: (iv) Prepayment and other charges and (v) Principal amount of the Loan

OTHER CONDITIONS

- a. ABFL shall, at its discretion, obtain a confidential credit report on the borrower from its other lenders
- b. The obligation of the Lender to make disbursements out of the Loan shall be subject to the Borrower complying with all the conditions to the satisfaction of ABFL. The Borrower shall complete all documentation as stipulated, to the satisfaction of ABFL.
- c. ABFL reserves the right to appoint qualified accountants management consultants of its choice to examine the books of accounts and operations of the Borrower or to carry out a full concurrent/statutory audit. The cost of such inspection shall be borne by the Borrower
- d. In case any condition is stipulated by any other lender that is more favourable to them than the terms stipulated by ABFL, ABFL shall at its discretion, apply to this Facility such equivalent conditions to bring its Facility at par with those of the other lenders.

EVENT OF DEFAULT

ABFL may by a written notice to the Borrower, declare all sums outstanding under the Loan (including the principal, interest, charges, and expenses) to become due and payable forthwith and enforce the security (if applicable) in relation to the Facility upon the occurrence (in the sole decision of ABFL) of any one or more of the following:

Any default by the Borrower or its/their promoters/ affiliates/ agents/ associates/ group companies/ directors (independent or executive)/ subsidiaries /assigns, under this or any other agreement or other writing between the Borrower(s) (including its/their promoters/ affiliates/ agents/ associates/group companies/ directors (independent or executive)/ subsidiaries/ assigns) and ABFL or its promoters/ affiliates/ subsidiaries, assigns or any group company, or under any other agreement or writing of indebtedness of the Borrower or its/their promoters/ affiliates/ agents/associates/group companies/ directors (independent or executive) /subsidiaries/ assigns, or in the performance of any covenant, term or undertaking thereunder or any indebtedness of the Borrower or its/their promoters/ affiliates/ agents/associates/group companies/ directors (independent or executive)/subsidiaries /assigns, not being paid when due or any creditor of the Borrower or its/their promoters/ affiliates/agents/associates/group companies/ directors (independent or executive)/subsidiaries /assigns becoming entitled to declare any indebtedness due and payable prior to the date on which it would otherwise have become due or any guarantee or indemnity or collateral given or other support agreement entered into by the Borrower or its/their promoters/ affiliates/ agents/ associates/group companies/ directors (independent or executive)/subsidiaries /assigns not being honoured when due and called upon.

FORCE MAJEURE

ABFL shall be held liable for any delay of or failure to comply with any of the terms of this Agreement, nor shall any such delay or failure be deemed a default when such delay or failure has been caused primarily by any circumstances beyond the reasonable control and without the fault of ABFL affected, including but not limited to fire, war, insurrection, government restrictions, act of terrorism, computer system failure or act of God or such other event which is beyond the control of ABFL ("Force Majeure Event"), provided that such affected Party uses due diligence

to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement.

SETTLEMENT OF DISPUTES AND GOVERNING LAW

Any differences or disputes arising out of or touching the Standard Terms shall be settled amicably in the first instance. Unresolved disputes or differences shall be referred to a sole Arbitrator, who shall be appointed by ABFL only and the Borrower shall have no objection to the same. The Arbitration shall be governed by the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The award of the Arbitrator shall be final, conclusive and binding on the parties. The venue of such arbitration proceedings shall be Mumbai and shall be conducted in the English language only. Laws of India shall govern this Standard Terms, the documentation pursuant hereto and Courts in the City of Mumbai having exclusive jurisdiction over all aspects governing the interpretation and enforcement of this Standard Terms and other documentation pursuant hereto