

Fusion Finance Limited

(formerly known as Fusion Micro Finance Limited)

TERMS, CONDITIONS & DECLARATION IN THE MSME LOAN APPLICATION FORM

Declaration

1. I/we declare that all the particulars and information given in the Application Form are true, complete and up to date in all respects and I/ we have not withheld any information whatsoever.
2. I/we confirm that no insolvency proceeding(s) or suit for recovery of outstanding dues or monies whatsoever and/ or criminal proceedings have been initiated and/ or pending against me/us.
3. I/we have never adjudicated insolvent/ bankrupt by any court or other authority. I/we declare that I/we have not made any payment in cash, bearer, cheque or kind along with or in connection with this Application or any other Application fees to the executive collecting my/our Application.
4. I/we shall not hold Fusion Finance Limited liable for any such payment made by us to the executive collecting this Application.
5. I/we understand and confirm that the Application Form and all other documents submitted by me/ us to Fusion Finance Limited shall not be returned to me/us and Fusion Finance Limited shall have the right to retain the same.
6. I/we have read the Application and brochures and are agreeable to all the term/ conditions of availing finance from Fusion Finance Limited.
7. I/we authorize Fusion Finance Limited/ its Agents to make reference and enquiries relevant to information in this Application Form which Fusion Finance Limited / its group Companies/ its Agents consider necessary.
8. I/we undertake to inform Fusion Finance Limited/ its group Companies/ its Agents regarding the change in the residential addresses/ employment/ profession and to provide any further information that Fusion Finance Limited/ its group Companies/ its Agents may require.
9. I/we further declare and confirm that the credit facilities if any enjoyed by me/ us with banks/ financial institutions/ non-banking financial companies has been disclosed here in above. I/we agree that Fusion Finance Limited may provide the credit facilities mentioned herein only if permitted and if approved in the manner specified or required by the Reserve Bank of India from time to time.
10. I/we confirm that I/we shall not use the credit facility (or any part thereof) for any improper, illegal or unlawful purpose/ activities. I/we have been read out and explained in the language known to me/ us, the contents of Application form for availing the loan from Fusion Finance Limited by the executive of Fusion Finance Limited
11. I/we have signed the said application form after having understood them and by signing the same.
12. I/we wish to avail of the NACH/ ECS/ SI/ Direct Debit facility and hereby express my/ our unconditional consent to debit my/ our loan instalments etc., from above mentioned account through NACH/ ECS/ SI/ Direct Debit ,
13. I/we authorize Fusion Finance Limited to honor all such instructions. I/we authorize the representative of Fusion Finance Limited to get this mandate verified and registered with bank. Mandate Verification Charges (if any) may be charged to my/ our account. I/we will ensure sufficient balance in the funding account on the date of execution. In case NACH/ ECS/ SI/ Direct Debit instruction is unsuccessful due to financial reason, the NACH/ ECS/ SI/ Direct Debit instructions will be presented again for clearance.

14. I/we will bear the bounce charges for transactions that have been unsuccessful due to financial reason.
15. I /we am/are aware that I/we shall not hold Fusion Finance Limited liable from any loss of ITC arising due to incomplete erroneous or wrong details provided by me/ us as above.
16. I/we confirm that except to the extent disclosed to Fusion Finance Limited, 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 Fusion Finance Limited (as specified by RBI) is - the borrower(s), 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.
17. I/we hereby agree to abide by and be bound by all applicable rules/ regulations/ instructions/ guidelines including but not limited to those issued by the Reserve Bank of India, including the Foreign Exchange Management Act, 1999 and Foreign Account Tax Compliance Act, 2010 (to the extent applicable to India) and the Common Reporting Standards (CRS), in force from time to time.
18. I/we confirm having declared our status as per the rules applicable under Section 285BA of the Income Act, 1961 (the Act) as notified by central Board of Direct Taxes (CBDT) in this regard.
19. I/we should not be involved in activities under Fusion's exclusion list mentioned below
 - Production of, or trade in, any product or activity deemed illegal under applicable local or national laws or regulations or subject to internationally agreed phase-outs or bans as defined in global conventions and agreements such as certain:
 - a. hazardous chemicals, pharmaceuticals, pesticides and wastes.
 - b. zone depleting substances.
 - c. endangered or protected wildlife or wildlife products; and
 - d. unsustainable fishing methods such as blast fishing and drift net fishing in the marine environment using nets in excess of 2.5 kilometres in length.
 - Production of, or trade in, arms (i.e., weapons, munitions or nuclear products, primarily designated for military purposes).
 - Production of, use of, or trade in, unbonded asbestos fibres.
 - Production of, use of, or trade in, coal
 - Production of, or trade in, radioactive materials; or
 - Prostitution
 - Any activities involving forced labour or child labour.
 - Any businesses, if any of the following activities represents a substantial portion of such business
 - a. gambling, gaming casinos and equivalent enterprises.
 - b. tobacco or tobacco related products; or
 - c. pornography.
 - Additionally, no harsh treatment or discrimination is practiced towards the people based on ethnicity, age, disability, political affiliation, sexual orientation, caste, and religion.

Acknowledgement

1. Most Important Terms & Conditions Interest rate depends on future card sales of the borrower on designated terminal and credit rating. In case of default, penalty / late payment charges will be levied as applicable. Detailed terms & conditions will be communicated in the sanction letter. The result of this loan application will be communicated to the applicant at the earliest from the receipt of duly completed and signed application form with all the required documents and other formalities like meetings and verification.
2. Do not release cash payments against processing and / or documentation fees. We do not accept CASH payments. In general, repayment by cash is discouraged by Fusion Finance Limited . On exceptional circumstances when cash is accepted for repayment, the Company executive will give you a collection receipt across the counter with receipt number.
3. Keep a note of issued receipt number for future reference. Cash collection done will be followed by a confirmation receipt through SMS. In the event of non-receipt of SMS confirmation please notify the same to FFL to response@fusionfin.com

MITC

1. **Statement of Account (SOA) / Repayment Schedule:** The SOA / repayment schedule is provided once a year and any subsequent request is serviced on payment of nominal charges mentioned in the Tariff Schedule
2. **Copy of Title Documents:** Copy of title documents is provided on request on chargeable fees as prescribed in the Tariff Schedule. For detailed list of all services and charges please visit: <http://www.fusionfin.com/>
3. **Prepayment and return of documents upon closure of the Loan Facility:** No Prepayment shall be accepted within the first 12 months from date of first disbursement of loan. The process for prepayment is to be initiated through written request in accordance with the terms of the Facility Agreement. The procedure for issuance of closure statement and return of documents would require between 7 and 21 working days, subject to completion of the required formalities. Part/Full pre-Payment requests can be accepted on all working days, except between 25th of the month to 3rd of subsequent month (both days inclusive). You are requested to schedule your plans for Part/Full Pre-payment accordingly. After 3rd Part/Full Pre-payment instrument will be acceptable upon issuance of fresh quotation.

NOTE: In the case of foreclosure, the Company will not accept any payment (part or full) after 25th of the relevant month. All payments received after 25th will be considered in the subsequent month on issuance of fresh foreclosure letter for the same month

4. **Grievance Redressal:** The Company strives for customer satisfaction within the framework of law and its adopted policies and procedures. In case of any grievances, the Borrower can approach the Company's Branch Manager at the business location where the loan account is registered and register a complaint. The complaint will be responded within a period of 7 working days from the date of receipt of the complaint. The customers may also write to the Central Customer Care Team at the

following address:

Head Customer care, Fusion Finance Limited,
H 1, Community Center, Naraina Vihar, New Delhi 110028

By Mail: response@fusionfin.com **By Phone:** 1800-1037-808

NOTE: Customers are advised to provide Loan Application No. and details of the matter in brief for quick redressal. In case the response is unsatisfactory even after escalation or in case no response has been received within reasonable time, customer may approach NHB at the below address:

By Letter:

Reserve Bank of India,
6 Sansad Marg, Sansad Marg Area, New Delhi 110001

Keys terms and conditions

1. EMIs (where applicable) comprise of principal and interest calculated on the basis of monthly / yearly rests at the rate applicable, which is rounded off to the next higher rupee.
2. The Borrower understands and agrees to the method of calculation of the interest amount on the Loan. In this regard, the Borrower has also been supplied with a copy of the interest calculation methodology chart.
3. The Company may in its sole discretion change / alter the rate of interest, as more particularly stipulated in the Facility Agreement.
4. The Borrower shall make out a good, clear and marketable title to all the Security offered and/or to be offered as a security to the Company for securing the Loan and other amounts outstanding in terms of the Facility Agreement, and keep them free from any encumbrances to the satisfaction of the Lender.
5. The Company shall be informed in writing about any changes in: correspondence address, change in employment, loss of job, business, profession, as the case may be, immediately after such change/ loss.
6. This Sanction Letter shall stand revoked and cancelled and shall be absolutely null and void if:
 - i. Any changes occur in the proposal for which this Loan is, in principle, sanctioned.
 - ii. Any fact concerning income or ability to repay or any other relevant aspect of the proposal or application for Loan is withheld, suppressed, concealed or not made known to the Company.
 - iii. Any statement made in the Loan Application Form is found to be incorrect or untrue.
7. Stamp duty, registration charges, fee, duty, taxes and such other charges as communicated by the Company in respect of the Loan and Security Documents or any document/s executed by the Borrower in favor of the Company, shall be payable solely by the Borrower.
8. Notwithstanding anything contained herein, the issuance of this Sanction Letter does not give/confer any legal rights and the Company shall be at full liberty to revoke this offer due to any of the reasons mentioned above, or otherwise as the Company may decide in its sole discretion, without any reason.
9. All amounts payable in relation to the Loan (including the Loan amount) by the Borrower shall be paid free of any restriction or condition and free and clear of and without any deduction, set off, withholding or

counter-claim, whether on account of charges, stamp duty, tax deductions, liability or impost or otherwise.

10. Processing fee paid by you to the Company shall, notwithstanding anything contained herein, be non-refundable.
11. Wherever the Borrower and Co-borrower is a non-individual (i.e. wherever the Borrower and Co-borrower is a sole proprietary concern or partnership firm/HUF/Trust/Society or Company or another body which is non-individual), prepayment charges at the rate prescribed by the Company from time to time shall be levied at the sole discretion of the Company, on prepayment of all types of loans availed by such nonindividual Borrower and Co-borrower.
12. Part/Full pre-Payment requests can be accepted on all working days, except between 25th of the month to 3rd of subsequent month (both days inclusive). You are requested to schedule your plans for Part/Full Pre-payment accordingly. After 3rd Part/Full Pre-payment instrument will be acceptable upon issuance of fresh quotation.

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