

## TERMS AND CONDITIONS FOR MOBILE FINANCE মোবাইল ঋণৰ সাধাৰণ চৰ্ত আৰু নিয়মাৱলী

Annexure - I

This agreement outlines the terms and conditions governing the financing of mobile phones by **NOFINO RURAL FINANCE PRIVATE LIMITED** ("Company") to an individual customer ("Customer"). By availing of the mobile finance facility, the Customer agrees to abide by the following terms and conditions:

- Loan Agreement: The Customer acknowledges that the mobile phone is financed on their behalf, and they are responsible for repaying the loan amount as per the agreed EMI schedule.
- **2. Ownership:** The financed mobile remains the property of the Company until full repayment of the loan.
- EMI Obligation: The Customer is required to pay EMIs on or before the due date, regardless of loss, theft, breakage, or any form of damage to the mobile.
- 4. Missed EMI Penalty: A penalty of ₹450 is applicable for loans up to ₹18,000, and ₹630 for loans above ₹18,000, for any missed EMI, even if delayed by a single day.
- Partial Payment: Any part payment of EMI will not be considered, and the full EMI will be treated as due until cleared.
- **6. Locking of Device:** The financed mobile device will be remotely locked after 24 hours of a missed EMI.
- Unlock Fee: An additional ₹400 will be charged to unlock the device once it has been locked due to non-payment.
- **8. Repossession:** The Company reserves the right to repossess the mobile phone if EMIs remain unpaid for 60 days.
- No Ownership Rights Before Full Payment: The Customer does not acquire full ownership of the device until the loan is completely repaid.
- **10. Legal Compliance:** The finance agreement is governed by Indian law, including the Reserve Bank of India (RBI) guidelines on digital lending.
- **11. Processing Fees:** The Customer may be required to pay a processing fee as per the financing agreement.
- **12. Prepayment:** Customers may prepay the outstanding loan amount at any time, subject to applicable charges.
- **13. Credit Reporting:** Loan defaults may be reported to credit bureaus, affecting the Customer's credit score.
- **14. Verification:** The Customer must provide valid identification and proof of income before availing of finance.
- **15. KYC Compliance:** The Customer must comply with the Know Your Customer (KYC) norms mandated by Indian regulators.
- **16. Modification of Terms:** The Company reserves the right to modify these terms with prior notice to the Customer.
- **17.** Late Payment Interest: Interest may be charged on overdue EMIs as per the agreement.
- **18. Dispute Resolution:** Any disputes shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996.
- **19. Jurisdiction:** The courts of Barpeta Judicial shall have exclusive jurisdiction over any disputes arising from this agreement.
- **20. Insurance:** The Company may offer optional insurance coverage for the financed mobile
- 21. Use of Data: The Customer consents to the use of their personal data for loan processing and credit assessment.

- **22. Third-Party Services:** The Company may use third-party services for EMI collection and device locking.
- 23. Collection Policy: The Company follows fair practices in EMI collection, adhering to RBI guidelines.
- **24. Force Majeure:** The Company shall not be liable for delays or failures due to circumstances beyond its control.
- **25. Loan Transferability:** The Company may transfer the loan rights to a third party without affecting the Customer's obligations.
- **26. EMI Payment Mode:** The Customer must ensure that EMI payments are made via bank transfer, Phonepee, Gpay, UPI, or other approved methods.
- **27. Security Measures:** The Customer must not tamper with security software installed on the device for finance tracking.
- **28.** Customer Support: The Company shall provide customer support for loan-related queries and issues.
- **29. Acknowledgment:** By availing of this finance facility, the Customer acknowledges and agrees to these terms and conditions in full.

This document is legally binding and enforceable under applicable Indian laws.

This document ensures legal compliance and clarity for both the customer and the company.

- গ্ৰাহকৰ হৈ গ্ৰাহকৰ বাবে মোবাইল ফোনটো ঋনত দিয়া হৈছে।
  মোবাইলৰ সম্পূৰ্ন ঋনৰ ধন গ্ৰাহকে বহন কৰিব লাগিব, মোবাইল হেৰাই
  গলে, ভাঙিলে বা অন্যান্য কোনো ক্ষতি হলেও।
- ঋন বা কিন্তী শেষ হোৱাৰ আগতে মোবাইলৰ গৰাকীস্বত্ব কোম্পানীৰ ওচৰত থাকিব।
- গ্ৰাহকে সময়তে কিন্তী দিব লাগিব। সম্পর্ন কিন্তী এক টকা বাকী থাকিলেওঁ সেইটো কিন্তী বাকী হিচাপে ধৰা হব।
- 4. কিন্তী এদিনৰ বাবে বাকী থাকিলেও ফাইন দিব লাগিব। সম্পর্ন ঋন 18000 ৰ তলৰ গ্রাহকে 450 টকা আৰু 18000 ৰ ওপৰৰ গ্রাহকে 630 টকা ফাইন দিব লাগিব।
- 5. কিন্তী বাকী পৰাৰ 24 ঘন্টাৰ পিছত মোবাইল Lock কৰি দিয়া হব। যাৰ বাবে গ্ৰাহকে অতিৰিক্ত 400 টকা Lock মাচুল হিচাপে আদায় দিব লাগিব।
- 60 দিনতকৈ অধিক সময় কিন্তী বাকী পৰিলে গ্রাহকৰ পৰা ঋন প্রাপ্ত মোবাইল খন ঘূৰাই অনা হব।
- 7. কিন্তী উঠোৱা আৰু মোবাইল Lock কৰাৰ ক্ষেত্ৰত কোম্পানীয়ে তৃতীয় পক্ষৰ সহায় লব পাৰে।
- গ্ৰাহকে কিন্তী শেষ হোৱাৰ আগতে Locking Software আৰু মোবাইল ছফ্টবেৰৰ লগত খেলিমেলি কৰিব নোবাৰিব।

Signature of Borrower Date