

<u>Important Instructions</u>

This digital application is applicable for existing HDFC BANK Merchants entering in to a Merchant agreement for <u>Consumer durable and lifestyle</u> products / Debit Card EMI loan.

For your convenience, we have provided an interactive PDF copy of "Merchant agreement "in downloadable format

Steps to be followed while filing the interactive PDF –Merchant Agreement

- Open the interactive PDF *Merchant agreement*
- Enter Merchant Name highlighted in Blue-Page 6
- Select your Constitution appropriately highlighted in Blue Page 6
- Type all the necessary details highlighted in Blue colour Page 6 to 8
- Print the filled PDF agreement & sign the hard copy of the agreement.
- Scan the signed agreement copy and upload in PDF format under the link provided in documents upload section and complete the digital application.
- Only Agreements filled using above interactive PDF will be accepted for processing.
- Agreements to be filled only in English language and not in vernacular language.
- Physical documents should be dispatched to the below address.

HDFC Bank Ltd,
Retail asset operations- DVU Team
No.154, Jawaharlal Nehru Road,
4-Floor, Retail Asset Operations,
100 ft. Inner Ring Road, Chozha Rajendra Building,
Arumbakkam, Chennai -600106.

MERCHANT AGREEMENT FOR CONSUMER DURABLE AND LIFESTYLE PRODUCTS LOAN / DEBIT CARD EMI LOAN

This Agreement is made and entered into at the place and on the date specified in serial numbers 1 and 2 of the Schedule I hereto by and amongst:

HDFC BANK LIMITED, a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949, having its registered office at Bank House, Senapati Bapat Marg, Lower Parel, Mumbai 400013, acting through its branch at the location mentioned in serial number 3 of the Schedule I hereto (hereinafter referred to as the "**Bank**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

The person(s) as more particularly described in serial number 4 of the Schedule hereto who is hereinafter referred to as the "Merchant" of the OTHER PART.

The expression Merchant shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include:

- (i) in case the Merchant is a company incorporated under the Companies Act, 2013, or a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008, its successors;
- (ii) in case the Merchant is a partnership firm, formed under the Indian Partnership Act, 1932, the partners for the time being and from time to time and their respective legal heirs, executors and administrators;
- (iii) in case the Merchant is a sole proprietorship, the sole proprietor and his/ her heirs administrators and executors;
- (iv) in case the Merchant is a joint Hindu Undivided Family (HUF), the Karta and any or each of the adult members of the HUF and their survivor(s) and his / her / their respective heirs, executors, administrators;
- (v) in case the Merchant is a Society, the members of the governing body of the Society and any new members elected, appointed or co-opted thereon;
- (vi) in case the Merchant is a Trust, the Trustee or Trustees for the time being hereof and their respective heirs, executors, administrators and successors:
- (vii) in case the Merchant is an individual, his/her heirs, administrators and executors.

The Merchant and the Bank shall be individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- A. The Merchant is engaged in the business of sale of consumer durable and lifestyle products/services and has its offices and branches spread across various locations in India ("Locations"). The Merchant is desirous of offering its customers ("Customers") an additional facility of being able to purchase the goods and services offered by it either wholly or partly through the proceeds of a loan;
- B. Pursuant to the request of the Merchant, the Bank has agreed to make available the Consumer Durable and Lifestyle Products/services Loan / Debit Card EMI Loan(as may be applicable) ("Loan(s)") to Target Customers(as hereinafter defined) who meet the Bank's credit and other internal parameters and who the Bank determines (in its sole discretion) are eligible for such Loans to enable such Target Customers to purchase the Products (as hereinafter defined);
- C. In this regard, the Merchant has agreed to provide certain Services (as hereinafter defined) to the Bank to enable the Bank to offer and market the Loans to Target Customers;
- D. Accordingly, the Parties have agreed to enter into this Agreementto record the terms and conditions which will govern the provision of the Services by the Merchant to the Bank.

IT IS NOW AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. **DEFINITIONS**

1.1. In these presents unless there is anything in the subject or context inconsistent therewith, the capitalised terms listed below shall have the following meanings:

"Agreement" shall mean this Agreement and any and all schedules to this Agreementor any future modifications or amendments made hereto in accordance with the terms and conditions of this Agreement;

"Bank Partner" shall mean either an original equipment manufacturer, large format retailer or any other person with whom the Bank has entered into an agreement for offering any Marketing Program;

"Bank Representatives" shall have the meaning assigned to such term in Clause 3.1 (a) below;

"Chargeslip" shall mean the chargeslip generated by the EDC Device in respect of the Debit Card EMI Loan and which chargeslip has the requisite details, as may be prescribed by the Bank from time to time, in respect of such Debit Card EMI Loan;

"CSP(s)" shall have the meaning assigned to such term in Clause 3.1 (a) below;

- "Customer Downpayment" shall have the meaning assigned to such term in Clause 3.1 (g) below;
- "Customer Information" shall have the meaning assigned to such term in Clause 10.1 below;
- "Customers" shall have the meaning assigned to such term in Recital A above;
- "EDC Device(s)" shall mean the point of sale electronic data capture terminals and shall include printers, other peripherals and accessories, including pin pads and necessary software to run the devices in respect of or in connection with or with regard to all such devices provided by the Intermediary to the Merchant;
- "Initial Term" shall have the meaning assigned to such term in Clause 6.1 below;
- "Intermediary" shall mean the payment intermediary acceptable to the Bank which has provided the EDC Device(s) to the Merchants to facilitate the purchase of the Product(s) by the Customer from the Merchant by availing of a Debit Card EMI Loan from the Bank;
- "Intermediary Service Charges" shall have the meaning assigned to such term in Clause 4.1(i) below;
- "Loan(s)" shall have the meaning assigned to such term in Recital B above;
- "Locations" shall have the meaning assigned to such term in Recital A above;
- "Marketing Program" shall mean any program offered by the Bank Partner and/or the Bank to Target Customers in respect of Products manufactured or sold by such Bank Partner; whether in the form of discounts, cash back schemes or any other incentives;
- "Product(s)" shall mean the specific consumer durable and lifestyle products/services or categories thereof for the purchase of which the Customers may apply for a Loan, which shall be determined by the Bank and communicated to the Merchant (in writing);
- "Services" shall have the meaning assigned to such term in Clause 3.1 below;
- "Target Customer" shall mean a Customer who holds a valid credit card or debit card (whether physical or virtual) issued by the Bank or meets such other type or class of Customers as may be specified by the Bank from time to time.

2. PURPOSE AND SCOPE

2.1. This Agreement is being executed for setting out the terms and conditions based on which the Merchant shall provide the Services to the Bank.

3. PROVISION OF THE SERVICES

- 3.1. The Merchant agrees and undertakes to provide to the Bank, the following services ("Services"), in the manner and subject to the terms and conditions provided for in this Agreement:
 - (a) On a Customer approaching the Merchant to avail of a credit facility to purchase the Product(s), the Merchant shall refer such Customer (if such Customer is a Target Customer) to the Customer Service Points ("CSP(s)") established at the Location and manned by the employees / representatives / duly authorised agents / nominee(s) of the Bank ("Bank Representatives").
 - (b) The Merchant shall assist Bank Representatives in the collection of requisite documents from the Target Customer for availing the Loan.
 - (c) The Loan can be offered on Products retailed by Merchant at all Locations, subject to a minimum value of Rs. 10,000 (Rupees Ten Thousand) or such other limit as the Bank may decide, per transaction. Conversions of any transaction below this amount will be automatically rejected by the Bank. It is clarified that, even conversion of transactions above such value shall be in the sole discretion of the Bank.
 - (d) After the Bank decides to sanction a Loan to a Target Customer (which decision the Bank will make, in its sole discretion, and after completing such checks and receipt of such applications and documents from the Target Customer as the Bank deems fit), the Bank shall disburse the Loan (subject to the terms and conditions of the loan agreement executed by and between the Target Customer and the Bank), at its sole discretion, either directly to the Merchant or through the nodal account of the Intermediary. It is clarified that, where the Loan is disbursed by the Bank in either of the aforementioned modes, such disbursement shall be deemed to be a disbursement by the Bank to the Target Customer.
 - (e) On sanction of the Consumer Durable and Lifestyle Products/services Loan, the Bank Representative shall provide a physical copy of the disbursal order received from the Bank to the Merchant evidencing the sanction of the Loan to the Target Customer. The Merchant shall ensure that the Customer places his signature on the disbursal order. The Merchant shall provide to the Customer the Customer's copy of the disbursal order upon being duly signed.
 - (f) On sanction of the Debit Card EMI Loan, the Merchant shall provide the Chargeslip generated by the EDC Device to the Customer and shall ensure that the Customer places his signature on the Chargeslip. The Merchant shall specifically verify the Customer's signature on the Chargeslip with the signature of the Customer on the debit card used to effect the transaction. The Merchant shall provide to the Customer the Customer's copy of the Chargeslip upon being duly signed and shall retain and hand over to the Bank the original Chargeslip bearing the signature of the Customer at the request of the Bank.

- (g) In any case where the Loan sanctioned by the Bank to a Target Customer is lower than the purchase price required to be paid by such Target Customer to the Merchant for the Product (the differential amount is hereinafter referred to as the "Customer Downpayment"), the Merchant will require the Target Customer to pay the Customer Downpayment in advance of disbursement of the Loan by the Bank and shall provide suitable evidence and confirmation of such payment to the Bank Representatives to enable the subsequent disbursement of the Loan.
- (h) The Merchant shall ensure that the Target Customer makes payment of the Customer Downpayment, if required, for utilisation of the Loan so disbursed.
- (i) Upon the completion of the transaction, the Merchant shall be responsible for the delivery and installation of the Products to the Target Customer (in case of a non-delivery versus payment transaction such delivery will be made at the address mentioned in the application form within the timeline promised to the Target Customer) and shall submit proof of due delivery of the Products to the Bank.
- (j) The Merchant agrees and undertakes that it shall take all efforts to promote any Marking Program to the Customers as required and directed by the Bank.
- (k) The Merchant agrees to use its best efforts to facilitate and assist the Bank in marketing of the Loans and the Marketing Programs to the Customers. All marketing material and marketing activities for promotion of the Loans and the Marketing Programs will be carried out with the consent and under the direction of the Bank.
- (I) The Merchant shall display at each of its Locations, the advertising materials provided or approved by the Bank. All such advertising materials which are developed by the Bank shall be so developed at its own expense. No marketing materials referencing the Bank or any trademark or service mark owned by, or licensed to, the Bank, shall be developed or used by the Merchant without the written approval of the Bank.
- (m) The Merchant shall allow the Bank Representatives to operate at the Locations. In particular, the Merchant shall allow the Bank to set up CSPs at each Location to act as an outlet to be manned by the Bank Representatives. The Merchant shall provide all co-operation and all infrastructural facilities for setting-up the CSPs (including office space, equipment, furniture, etc. within its premises) to the Bank Representatives, as may be required by the Bank, from time to time.
- (n) The Merchant shall ensure that each CSP shall properly and clearly display the details of the Bank's grievance redressal officer at its premises.
- 3.2. The Bank shall at all times during the tenure of this Agreement, be entitled to monitor and assess the performance of the Services provided by the Merchant envisaged under this Agreement.
- 3.3. The Merchant shall provide the Services in an expeditious, professional and skillful manner and shall do all such acts, deeds and things as may be required to enable the Customers to effect transactions for purchase of the Products by utilising the Loan.

4. MERCHANT REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS

- 4.1. The Merchant represents, warrants, agrees, covenants and undertakes as under. The representations contained in this Clause 4 (*Merchant Representations, Warranties, Covenants and Undertakings*) are made by the Merchant on the date hereof and shall be deemed to be repeated by the Merchant on each day till the expiry or sooner determination of this Agreement:
 - (a) The Product(s) delivered by the Merchant to the Target Customer are free from defects and subject to usual and/or necessary warranties and guarantees. The Bank shall, in no case, be liable to the Merchant or the Target Customer for any defects in the Product(s), repair or replacements of the Product(s), expiry of warranty, claim for damages or any other demand or liability of whatsoever nature in respect of the Product(s).
 - (b) The Merchant shall not make any representations or statements on behalf of the Bank and shall not enter into any contracts on behalf of the Bank with any party / parties.
 - (c) The Merchant hereby agrees that the Bank, its internal or external auditors or any external specialists appointed by the Bank in this behalf or any regulator who is entitled to regulate and supervise the activities of the Bank, including without limitation, the RBI and/or any persons authorised by such regulator shall be entitled to require the Merchant to furnish and submit such data, documents and records, and/or inspect/cause an inspection to be made of the Merchant and its operations or books and accounts by one or more of its officers or employees or other persons, or enter upon the premises of the Merchant and access, inspect, examine, audit and call for all the documents, records or transactions and other necessary information given to, stored or processed by the Merchant in the nature of operations and business records which such entity may, in its sole and absolute discretion deems to be relevant to the provision of the Services and the other terms and conditions, as set forth in this Agreement, with or without provision of prior notice, as may be deemed fit and necessary.
 - (d) The Merchant shall, upon being required by the Bank in writing, furnish information pertaining to the Merchant's operations and business records directly in connection with Services rendered under this Agreement.

- (e) The Merchant shall (and shall ensure that its employees shall) maintain such administrative, technical and physical safeguards, and such processes, procedures and checks, to (a) protect the security and confidentiality of the Customer Information, (b) ensure against any anticipated threats or hazards to the security of the CSPs, (c) protect against unauthorised access to or use of the CSPs or Customer Information or associated records.
- In case a Target Customer desires to return any Product and requests a refund of the purchase price paid in respect thereof, the Merchant shall be solely responsible and liable in that regard. In the event that any claims are raised in this regard against the Bank, the Merchant expressly and unequivocally agrees to and hereby does indemnify, save, defend and hold harmless the Bank and its officers, directors, employees, shareholders, agents, consultants and other representatives, successors and assigns of, from and against all, direct and indirect, claims, damages, fines, penalties, losses, costs and expenses, including attorneys' fees incurred by the Bank in this respect.
- (g) Where a refund is being granted by the Merchant to the Target Customer in case of a Product the purchase of which has been wholly or partially funded through a Loan, the Merchant hereby agrees and undertakes to forthwith refund to the Bank the amount of the Loan disbursed by the Bank for the transaction. In the event the Merchant fails and/or neglects to refund the amount to the Bank, then without prejudice to any other remedies available to the Bank, the Bank will be entitled to deduct the said amount from disbursements of any subsequent Loan to the Merchant. The Merchant agrees that the Bank shall have the right to de-list / terminate the relationship with the Merchant in relation to the Loan where more than 3 (Three) refunds have been granted by the Merchant to a particular Target Customer in a particular month.
- (h) The Merchant confirms and undertakes that the invoices in respect of sale of the Product(s) shall be raised for the genuine price of the Product(s) charged to the Target Customer which shall be net of any discounts or offers made available to the Target Customer.
- (i) The Merchant agrees and acknowledges that, in consideration of the services provided by the Intermediary in respect of the Debit Card EMI Loans, the Intermediary is entitled to receive certain fees/charges from the Merchant for each Loan availed of by a Target Customer. The Merchant hereby authorises the Bank to deduct/debit the amounts due to the Intermediary as fees/ charges ("Intermediary Service Charges")(together with the service tax and any other present or future indirect tax applicable thereon) from the Loan amount prior to disbursal of the same to the Merchant by the Bank. As of the date hereof, the Intermediary Service Charges for each Loan availed by a Target Customer shall be 0.75% (Zero Decimal Point Seven Five percent) of the Loan amount. The Merchant further agrees and acknowledges that the Bank shall have the right to revise the fees/charges from time to time, which amended fees/charges, shall be effective upon the Bank giving 30 (Thirty) days' notice in writing to the Merchant.

5. COSTS

5.1. The Merchant agrees and acknowledges that all taxes, rates, duties, (including stamp duties) charges and other imposts and obligations, existing as well as future, that may be levied on the Bank in connection with the this Agreement shall be payable by the Merchant forthwith on a demand being made by the Bank.

6. TERM AND TERMINATION

- 6.1. This Agreementshall come into force from the date hereof, and shall be in force and effect for the period of 3 (Three) years ("Initial Term"), unless terminated earlier in accordance with the provisions of this Agreement. After completion of the Initial Term, this Agreementshall stand automatically renewed for further periods of 3 (Three) year(s), unless either Party notifies the other in writing of its intent not to renew this Agreement.
- 6.2. Either Party shall have the right to terminate this Agreementby issuing 90 (Ninety) days prior written notice to the other Party to that effect. Notwithstanding anything herein contained, the Bank may in its sole and absolute discretion and without assigning any reason there for cancel / terminate this Agreement.
- 6.3. Upon termination of this Agreementfor any reasons whatsoever, the Merchantshall:
 - (a) forthwith hand over to the Bank the possession of all documents, material and any other property belonging to the Bank and the customers or pertaining to the Loan that may be in the possession of the Merchant;
 - (b) the Merchant will cease to sell, promote, market or advertise the Loan and shall remove all signs and boards in connection with the Loan from its premises; and
 - (c) refrain from any action that would or may indicate any relationship between it and the Bank;
 - (d) Immediately cease to use in any manner whatsoever the trademarks, name of the Bank and their logos in any future correspondence / communications.
- 6.4. The expiry or termination of this Agreementshall be without prejudice to the accrued rights and obligations of the Parties and all such accrued rights and obligations shall remain in full force and effect and be enforceable notwithstanding such expiry or termination.

7. INDEMNITY

- 7.1. The Merchant expressly and unequivocally agrees to and hereby does indemnify, save, defend and hold harmless the Bank and its officers, directors, employees, shareholders, agents, consultants and other representatives, successors and assigns of, from and against all, direct and indirect, claims, damages, fines, penalties, losses, costs and expenses, including attorneys' fees incurred by the Bank in respect of or in the course of performing its obligations under this Agreement or otherwise incurred as a result of entering into this Agreement including without limitation in the following cases:
 - (a) The Merchant's breach of any representation, warranty or covenant made/ undertaken by it under this Agreement;
 - (b) The Merchant's breach of applicable law;
 - (C) Any claim made or proceeding commenced by any Customer against the Bank, in relation to or in connection with the Services;
 - (d) The Merchant's willful misconduct or gross negligence in connection with the Agreement; and
 - (e) As a result of faulty, inaccurate or unauthorised information having been provided to the Bank by the Customers and/or the Merchant.

8. GOVERNING LAW, JURISDICTION AND ARBITRATION

- 8.1. This Agreement shall be governed by, and construed in accordance with, the laws of India. The Parties agree that if the process of the courts is required to be invoked for enforcement of Clause 8.2 (*Governing Law, Jurisdiction and Arbitration*) below, including for seeking of any interim relief prior, during or after invocation of Clause 8.28.2 (*Governing Law, Jurisdiction and Arbitration*) below, the competent courts and tribunals at Mumbai shall have exclusive jurisdiction and both the Parties hereto submit to the same.
- 8.2. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties shall be settled by arbitration to be held in Mumbai in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall be referred to the sole arbitration of a person to be nominated by the Bank. In the event of death, refusal, neglect, inability or incapability of the person so appointed to act as an arbitrator, the Bank may appoint a new arbitrator. The award including interim award/s of the arbitrator shall be final and binding on all parties concerned. The arbitrator may lay down from time to time the procedure to be followed by him in conducting arbitration proceedings and shall conduct arbitration proceedings in such manner as he considers appropriate.
- 8.3. Notwithstanding anything contained in this Clause 8 (*Governing Law, Jurisdiction and Arbitration*), in the event that the Bank is under applicable law bound to refer/ raise any dispute or difference under this Agreement before any Debt Recovery Tribunal established under Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993), the Debt Recovery Tribunal, at Mumbai shall have exclusive jurisdiction over such dispute, difference or claim and the same shall not be referred to arbitration under Clause 8.2 (*Governing Law, Jurisdiction and Arbitration*) above.

9. **NOTICES**

- 9.1. All notices, approvals, instructions, demand and other communication given or made under this Agreement shall be in writing and may, subject to Clause 9.2 (*Notices*) hereof, be given by facsimile, electronic mail, personal delivery or by sending the same by pre-paid registered mail addressed to the relevant Party at its address, facsimile number or email set out in serial number 6 of Schedule I hereto (or such other address, facsimile number or email as the addressee has by 5 (Five) days' prior written notice specified to the other Party).
- 9.2. Any notice, approval, instruction, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (i) if given or made by registered mail, 5 (Five) days after posting; (ii) if given by personal delivery at the time of delivery; (iii) if given or made by facsimile, upon receipt of a transmission report confirming dispatch; and (iv) if given or made by email, upon receipt of a mail delivery report confirming receipt by the other Party. Provided that any notice sent by facsimile transmission or email shall be on the same day followed by despatch of a copy of the notice by a reputable overnight courier.

10. CONFIDENTIALITY

10.1. All information which is received from any Customer in relation to the Loan ("Customer Information") received or obtained by the Merchant in the course of performance of its obligations under this Agreement shall be kept strictly confidential. The Merchant shall not, whether by virtue of entering into this Agreement or otherwise, obtain any proprietary rights in respect of any such Customer Information and it shall not be entitled to use the Customer Information otherwise than for performance of its obligations under this Agreement. The Merchant shall not be entitled to store, access or utilise any Customer Information unless agreed by the Bank in writing, and subject to any terms and conditions as may be prescribed by the Bank in this regard.

- 10.2. To the extent necessary for fulfilling the terms and conditions of this Agreement and as permitted by applicable law, the Merchant hereby authorises the transfer by the Bank of any information relating to the Merchant, to and between the branches, subsidiaries, representative offices, affiliates, representatives, auditors and agents of the Bank wherever situated, for confidential use.
- 10.3. The Bank will also be entitled at any time to disclose any and all information concerning the Merchant within the knowledge and possession of the Bank to any party in connection with this Agreement.
- 10.4. Confidential information will not include any information that (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (b) the receiving party can demonstrate by written evidence, was rightfully in the receiving party's possession at the time of disclosure, without an obligation of confidentiality; (c) is independently developed by the receiving party without use of or access to the disclosing party's confidential information; (d) the receiving party has rightfully obtained such information from a third party without having any duty of confidentiality in respect thereof and/or restriction on its use or disclosure; or (e) is required under applicable law or by any governmental authority.
- 10.5. This Clause 10 (*Confidentiality*) shall survive the expiry or termination of the Agreement.

11. Miscellaneous

- 11.1. The Merchant authorises the Bank during the subsistence of this Agreement to include the Merchant's name in any catalogue, directly or in any other promotional material as may be prepared or produced by the Bank pertaining to provision of the Loans.
- 11.2. The Bank reserves the right to revise the terms and conditions set out above, which revisions shall take effect immediately on the Merchant being notified of the same.
- 11.3. No Partnership: Nothing contained in the Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold itself out as an agent for the other Party, except with the express prior written consent of the other Party. In particular the Merchant shall not be entitled to use the name or logo of the Bank in connection with the business carried out by it, except as may be expressly permitted by the Bank in writing.
- 11.4. <u>Waiver:</u> Waiver of any breach of any provision of this Agreement shall not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.
- 11.5. <u>Severability:</u> If any provision of this Agreements is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall continue to remain valid, binding as though such provision was not included herein. In such an event, the Parties shall make all possible efforts to replace the invalid/ unenforceable/ illegal provision with a valid, enforceable and legal provision embodying the intention of the Parties as gathered from the earlier provision.

Sr. No.	SCHEDULE I		
1.	Place of execution of this Agreement		
2.	Date of execution of the Agreement		
3.	HDFC Bank Branch		
4.	Merchant Name*:		
5.	Constitution*:	Proprietor Partnership Private Limited	
6(a).	Registered Address *:	Address:	
6(b).	Merchant HDFC Bank Account number*:		
7.	Address, Fax Number (if any), E-Mail address of the Bank	HDFC Bank Ltd, Bank House, Senapati Bapat Marg, Lower Parel (West) Mumbai-400013	

8.	Notices*	(a) Merchant:	
		Attn.:	
		Address:	
		Facsimile no.:	
		Email:	
		(b) Bank:	
		Attn.:	
		Address:	
		Facsimile no.:	
		Email:	
		LOCATION DETAILS	
9.	Details of the CSP outlet*		
		EMI DETAILS	
10.	As per annexure		
		ave caused these presents to be executed the day and year first hereinabove writte	
in the mann	er hereinafter appearing		
SIGNED AND	D DELIVERED by the within nam	od \	
SIGNED AND	DELIVERED BY THE WITHIH HOLL	eu)	
Being the M	erchant above named	,	
by the hand		,	

SIGNED AND DELIVERED by the within named)
Being the Merchant above named by the hand of)
an authorised representative of the Merchant)
SIGNED AND DELIVERED by the within named HDFC BANK LIMITED Being the Bank above named by the hand of	
an authorised representative of the Bank)

Annexure

Merchant Name:				
Address:				
City:	State:			
Phone:	Fax:	Email:		
Merchant HDFC Bank Account nu	mber:		Incase merchant	
doesn't hold Account with HDFC E	ank, and then please provide:			
Beneficiary Bank Account Numbe Beneficiary Name:	:IFSC	Code:		

Debit Card EMI Loan Commercials

Debit Card EMI Loan Trnx			
DCEMI	ROI Per Annum on Reducing Balance charged by Bank (CIB)	Payback for No Extra Cost (MIB)	Convenience Fee
3 Months	16.00%	2.65%	Rs 199 + GST
6 Months	16.00%	4.50%	Rs 199 + GST
9 Months	16.00%	6.40%	Rs 199 + GST
12 Months	16.00%	8.20%	Rs 199 + GST

Consumer Durable and Lifestyle Product Ioan Commercials

Consumer Durable Loans	ROI per Annum on Reducing Balance (CIB)	Merchant Payback (MIB)
6 by 0	25%	6.90%
9 by 0	25%	9.67%
10 by 0	25%	10.56%
12 by 0	25%	12.32%
15 by 0	25%	14.90%
18 by 0	25%	17.35%
24 by 0	25%	21.95%

Standard Processing Fee for Paper Finance:

- 1. Processing Fee is collected @ each asset financed
- 2. In case of an asset with Loan amount <= 1L, processing fees charged is Rs 399 + GST
- 3. In case of an asset with Loan amount > 1L, processing fees charged is Rs 749 + GST
- 4. The PF is collected upfront @ the store from the customers by the merchants. The merchant payment will be settled with the amount deducting the PF.

The Bank shall have the right to vary the Interest Rate from time to time,

I/we agree to the amendment made by the bank and shall confirm you that we are liable to source the business basis following source type and shall remain in full force and effect following the effectiveness of this agreement.

Source Type Description	Source Type Code	Tick	Product Category
CDDL	DELIVERY – CD		Eg: Washing Machine etc
ODIG	OTC – DIGITAL		Eg: Mobile Phone Laptop etc
OLSF	OTC - LIFE STYLE FINANCE		Eg: Speakers & Home theaters etc
DLSF	DELIVERY - LIFE STYLE FINANCE		Eg : Furniture's etc
LCFN	LIFE CARE FINANCE		Eg : medical Treatment etc
WLFN	WELLNESS FINANCE		Eg : Gym Equipment's etc
TRFN	TRAVEL FINANCE		Eg : Holiday packages etc
TLFN	TALENT FINANCE		Eg : Educational Courses etc
ANAF	ART AND ANTIQUE		Eg :Dealer handle with Art & Antique items etc
SPFN	SOLAR PANEL FINANCE		Eg: Dealer handle with Solar panel items etc

(Note: - Sourcing type mentioned in above only that will applicable and not gets changed)

Merchant Stamp and Signature

^{**}CIB (Customer Interest Bearing)/ **MIB (Manufacturer/Merchant Interest Bearing)