## **APPENDIX I**

- 1. The Company has entered into co-lending arrangement with certain banks eligible under co-lending guidelines notified by RBI vide notification dated November 05, 2020 titled "Co-Lending by Banks and NBFCs to Priority Sector" ("Co-lending Guidelines") pursuant to which if the loan availed by you is accepted by any of the aforesaid banks ("Bank"), the Bank will transfer monies to the extent of 80% of the total principal outstanding to the Company ("Bank Contribution") and part of the loan will be novated by the Bank ("Bank's Participation") absolutely and forever, to the end and intent that the Bank shall be deemed to be the full and absolute owner of the Bank's Participation and as such legally and beneficially entitled to all such portion of the loan, free from all encumbrances. Further, upon transfer by the Bank of the Bank Contribution, the terms of the loan will be deemed to be novated in such a manner that Bank will become a co-lender of the loan and will be deemed to have executed this document as a co-lender along with the Company.
- 2. Any repayments made by the Borrower in relation to the loan shall be apportioned first towards any expenses, cost, and charges, then interest and then towards principal. However, notwithstanding anything contrary contained in paragraph 2 of the terms and conditions set out herein, in the event of auction of the ornaments, the auction proceeds shall be apportioned first towards principal, then interest and finally towards any charges. The monies will be distributed between the Bank and the Company in the ratio agreed as per the co-lending arrangement.
- 3. The Company shall continue to be single point of interface for the Borrower, irrespective of a portion of the loan being novated by the Bank and shall continue to perform its obligation under this document on behalf of itself and the Bank.
- 4. The Company shall *inter-alia* (i) collect the receivables and repayment amounts against the loan from the Borrower on behalf of itself and the Bank; (ii) enforcement of security by way of auction the gold ornaments as per paragraph 2 of the terms and conditions set out herein and collect all enforcement proceeds from the Borrower on behalf of itself and the Bank; and (iii) maintain details and accounts of the Borrower.
- 5. The Company and the Bank have agreed to adhere to a standard operating procedure mutually framed by the Company and the Bank which shall be monitored and periodically reviewed by an operating committee.
- 6. Under the co-lending arrangement, the Bank and the Company has confirmed that they shall follow the Co-lending Guidelines, in all respects in relation to the loan.
- 7. The Bank will also maintain a Borrower account. However, all the collection and recovery of the amounts due from the Borrower in relation to the loan and all such acts and performances in relation to the servicing and recovery of loan will be undertaken by the Company therefore all the payments to be made by the Borrower, in relation to the loan shall be made to the Company only. In the event the co-lending arrangement is terminated, the same shall be notified to the Borrower by the Company and the Borrower shall accordingly make all such payments in relation to the Bank's Participation to the Bank directly.
- 8. The Bank and the Company have formulated a business continuity plan to ensure uninterrupted service to the Borrower till repayment of the loan in the event the co-lending arrangement is terminated.
- 9. In addition to the grievance redressal set out under paragraph 16 of the terms and conditions set out herein, the Borrower may register a complaint with the Company with respect to the loan, by way of e-mail to customercare@muthoot.com or by way of a complaint registered with the call center of the Company at 18001021616 or by way of filing a direct written complaint addressed to The Grievance Redressal Officer, Muthoot Fincorp Limited, Muthoot Centre, Punnen Road, Trivandrum-695001, Kerala. The Company shall within 30 days, resolve the complaint, failing which the Borrower would have the option to escalate the same with the concerned Banking Ombudsman/Ombudsman for NBFCs or the Customer Education and Protection Cell (CEPC) in RBI.
- 10. This document shall be held by the Company for itself and in trust, and for the benefit of the Bank. Further, the Bank shall have the absolute right over the Security to the extent of Bank's Participation and the Company will hold the security in trust, and for the benefit of the Bank. As per the co-lending arrangement, the Company shall keep this document, any other document in relation to the loan and the security created in terms hereof, in safe custody.
- 11. The interest to be paid by the Borrower in relation to the loan shall be due and payable every 210 (Two hundred and ten) days starting from the date of disbursement of the loan ("Interest Payment Dates). Provided that in the event up-to-date interest is paid prior to the relevant Interest Payment Date ("Early Payment Date"), the next date on which the interest shall be due and payable shall be 210 (Two hundred and ten) days from such Early Payment Date.
- 12. I am aware that for facilitating the Co-lending arrangement as above, the KYC and related details of the Borrower is required to be shared with the Bank and therefore, I hereby give my consent to the Company for sharing such information with the Bank.
- 13. Any consent given by the Borrower to the Company as per the terms and conditions set out above including paragraph 15 of the terms and conditions, shall, upon novation of Bank's Participation, be deemed to be given to the Bank also.