

Tripartite Agreement for availing Invoice Discounting Facility

This Tripartite Agreement for availing Invoice discounting facility (“**Tripartite Agreement**”) is made on this Feb. 28, 2022 by & Between (IT PAN No BEPPC7720N) having registered office at Mumbai, **business96_org**(IT Pan\ No BEPPC7769B) having address: Dadar West and **Man Investment Services Pvt Ltd** having office at 403, Peninsula Heights, C.D. Barfiwala Lane, JuhuGalli, Andheri West Mumbai 400058.

WHEREAS the Consultant have introduced the Investor as per terms of Consulting Agreement dated Feb. 28, 2022 to Supplier and Investor have agreed to provide Invoice discounting facility on the terms and conditions as agreed in this Agreement.

Investor, Supplier and Consultant shall individually be referred to as **Party** and collectively as **Parties**

Now Therefore, the Parties herein agree as follows:-

1) **Scope of Services:** Investor at its sole discretion agrees to discount the invoices / bill of exchange/ invoices / inventory with recourse to the Supplier and as per the terms agreed in this Tripartite Agreement.

Name of the Debtor	Cloud9r			
Invoice details and amount to be discounted	As per Annexure I			
Transaction Amount, Transaction Period & Transaction Due Date	Sr. No	Transaction Amt (Rs.)	Transaction Period	Transaction Due Date
	1	83043.84	60	April 29, 2022
Transaction Date	Feb. 28, 2022			
Margin Period for Discounting Transaction	NA			
Documents to be submitted to Investor & Consultant	Signed & Stamped Self certified Invoice Copy. Transport Summary of trips for corresponding Invoice. Acknowledgment of Receipt of Invoice by Debtor. Letter to Investor.			
Delayed Payment charges	Transaction rate +2.00% p.m. compounded monthly.			
Bank Account details - for disbursement by Investor to Supplier	Beneficiary Name	business96_org		
	Bank Name	None		
	Beneficiary Account No	None		
	IFSC	None		

Bank Account details- for repayment by Supplier to Investor	Beneficiary Name	investor96_org
	Bank Name	BANK OF CEYLON
	Beneficiary Account No	987654321012
	IFSC	SBIN0011513

Flow of Money & Repayment

1.1: The Supplier hereby consents to permit and authorize the Consultant to act as an administrator with respect to the settlement of amounts between the Supplier and the Investor/s pursuant to discounting of any invoice.

1.2: Pursuant to the execution of the transaction documents upon Investor crediting funds in favour of the Supplier to E Collection Escrow Account with respect to invoices discounted, the bank in which E Collection Escrow Account is opened shall, upon the instructions of the Consultant;

a. transfer the fees payable by the Supplier to Consultant as may be agreed in Annexure from the E Collection Escrow Account into the Consultant Account; and

b. transfer remaining credit balance to the Supplier Account as per respective invoices discounted subject to set off against Indebtness. On transfer of the consideration, the Supplier shall have no right, title or interest to the invoice receivables.

1.3: When the Debtor on whom the Supplier has raised an invoice remits the amount due under such invoice into the E Collection Escrow Account, Consultant shall issue instructions to the bank in the following manner:

a. when the invoice details corresponding to the amount remitted by the Debtor is known to the Consultant, such amount payable to the Investor under the Transaction document shall be remitted to the concerned Investor and the remainder amount, if any shall be first remitted on behalf of the Supplier towards any outstanding and due Indebtness to the Investor and Consultant and then to the Supplier account within one business day from the time such amount reaches the E Collection Escrow Account

b. It is hereby expressly clarified that in the event the amount payable to the Investor under an invoice has been paid to such Investor in any other manner provided for under the Transaction document, the amount remitted by the Debtor under the same invoice towards the same payment shall deemed to accrued to the Supplier account and shall be remitted accordingly; and

c. Consultant has the right to adjust any form of Indebtness pertaining to this Agreement /Transaction document from the credits available in the E Collection Escrow Account.

d. The Service Fee & other charges payable by Supplier to Consultant with respect to each discounting shall be remitted to Consultants bank account.

e. When the invoice details corresponding to the amount remitted by the Debtor is unknown to the Consultant, then such receipt shall be deemed to be against the invoices discounted by the investor on first in first out basis.

1.4: It is hereby expressly clarified that the obligation of Consultant to issue instructions to the E Collection Escrow Account shall arise only after the amount payable under an invoice by a Debtor of the Supplier reaches the E Collection Escrow Account.

1.5: The Supplier agrees and undertakes that the E Collection Escrow Account shall not be closed without the prior written consent of Consultant. Further, in the event the Supplier is desirous of withdrawing any amount from the E Collection Escrow Account, the Supplier shall submit a request for such withdrawal to Consultant.

1.6: In case of delay by Debtors in repayment on due dates, Investor and Consultant shall have the right to charge interest and penal charges on the overdue amount. The Supplier shall forthwith notify the Consultant and Investor in the event the Supplier receives any communication from a Debtor whereby such Debtor dispute the amounts due or its payment obligations under an invoice raised by the Supplier on such Debtor which are discounted by the Investor.

1.7: Any dispute between Supplier& Debtors leading to delays / deductions from the receivable assigned shall not affect the total receipt from Debtors on due dates. If the same happens then the shortfall needs to be repaid by the Supplier immediately.

1.8: In the event, any of the facilities are granted on revolving basis then the Supplier shall be entitled, subject to Credit Period, Available Limits, no Event of Default having occurred and at the discretion of the Consultant, to redraw any amount so repaid.

1.9: The Consultant may, in its discretion and subject to no Event of Default having occurred and at the request of the Supplier, rollover/extend/continue the facilities or any part thereof for such period as may be mutually agreed in writing and in such event all terms as applicable for such facilities shall mutatis mutandis apply for the rollover/extended portion of the facilities.

1.10: The Consultant may at any time and from time to time, at its sole discretion, review or cancel the facilities or any part thereof, with or without any reason and without notice to the Supplier and demand repayment of the amount due and payable by the Supplier immediately to the Investor. Investor shall have the right to levy overdue charges in case there is delay in repayment of the amount so demanded as per Tripartite Agreement.

1.11: In case of early repayment of the facility amount availed, the discount charges/service fees paid by Supplier shall not be refunded. The Consultant shall also be entitled for delayed payment charges over & above penal charges as agreed in the transaction document for the overdue invoice.

1.12: 1.12 The Supplier shall ensure that all the receivables to be received from the Debtors assigned to avail discounting facility from the Consultant as per terms of the Agreement, transfer the amount on due dates in the said E Collection Escrow Account only via NEFT-National Electronic Fund Transfer/RTGS Real time gross Settlement which shall be used to set off against the discounting facility availed. Credit for all payments by Supplier shall be given only on realization in the account of the Investor or on the relative Due Date, whichever is later. In case of delay by debtors in repayment on due dates, Consultant shall have the right to charge fee on the overdue amount. Any dispute leading to delays / deductions from the receivable assigned shall not affect the total receipt from Debtors on due dates. If the same happens then the shortfall needs to be paid by the Supplier immediately.

1.13: The Supplier agrees, declares and confirms that, notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable law, or any terms and conditions to the contrary contained in this Agreement, the Consultant may, at its absolute discretion, appropriate any payments made by the Supplier under this Agreement/any amounts realized by the Consultant by enforcement of Security or otherwise, towards the dues payable by the Supplier to the Consultant under any Transaction Document and/or other agreements entered into between the Supplier and the Consultant and in any manner whatsoever.

1.14: The Supplier agrees and confirms that in case of any delayed or default in realisation of the payment by the Debtor the obligation to make any such payments, facility charges, delayed payment and additional charges shall be made by the Supplier to the Investor basis that the service is provided on recourse to the Supplier.

Dispute Resolution

In case of any dispute with respect to the following matters, it is agreed that decision of Consultant shall be final:

- 1: Discrepancies in disbursement amount
- 2: Discrepancies on disbursement date (early or late)
- 3: Receipt of repayment proceeds to investor bank account
- 4: Debit of repayment proceeds in Escrow account
- 5: Money retained in Escrow Account
- 6: Mode of calculation of interest & penal charges
- 7: Application of interest & other charges against on account of part proceeds by investor
- 8: Non applicability of TDS on discount charges & delayed payment charges to investor
- 9: Margin refund, date of credit, & payment of money by the investor
- 10: Credit to wrong bank account of investor
- 11: Amendment in transaction documents

Notice can be delivered by E-mail/Registered Post

Investor	Consultant	Supplier
investor96_org	Man Investment Services Pvt Ltd	business96_org
Mumbai	403, Peninsula Heights, C.D. Barfiwala Lane, JuhuGalli, Andheri West Mumbai 400058	Dadar West
investor96@gmail.com	connect@mcred.co	business96@gmail.com
9833441275	1234567890	9833441275

Other terms:

1. Responsibilities and obligations of Supplier:

Responsibilities:

- a) The Supplier hereby agrees to provide to Investor all such forms, reports, balance sheets and other documents Investor may require from time to time, for the conduct of the due diligence on the Supplier and provide/continue the discounting facility.
- b) Supplier shall abide by the Representations & warranties, Covenants & Undertaking made in the Consultancy Agreement.
- c) Supplier agrees to act as per instructions given by Consultant on behalf of the Investor.
- d) The Supplier agrees that each transaction entered through this Agreement is an individual Agreement and that the Supplier shall not link any other transaction which is disputed with reference to any other transaction discounted.

Obligations:

The Supplier agrees and confirms that in case of any delayed or default in realisation of the payment by the Debtor the obligation to make any such payments, facility charges, delayed payment and additional charges shall be made by the Supplier to the Investor basis that the service is provided on recourse to the Supplier.

2. Consultant Rights & Responsibilities:

- a) As facilitator Consultant shall have the right to order payments on due dates from the Debtors against the invoices discounted by the Investor in the Account which shall then be transferred to the Investor Account. It is hereby expressly clarified that the payment received in the Escrow Account shall be held by Consultant in trust for the benefit of the investor
- b) Consultant shall have the right to execute documents take all necessary steps for the recovery of amount from the Debtors on due dates. In the event of default by Supplier exercise all rights available as per Consequence of default singly/jointly with Investor.
- c) The Consultant services are limited to the role of introducing Supplier to prospective Investors and managing security on behalf of Investors. This is understood that Consultant will not engage in any negotiations whatsoever on behalf of Supplier or Investor nor will make any recommendations concerning the terms, conditions or provisions of any agreement between Supplier and a Investor, including the manner or means of consummating the transaction.

3. Rights & Obligations of Investor:

Rights:

- a. Investor shall have the right to receive payment from the Debtor whose bills are discounted on due date.
- b. Investor shall have the right to Claim money from Supplier.
- c. Investor shall have the right to enforce assignment deed entered into between Consultant & Supplier, either singly or jointly with Consultant.

- d. In case of default, Investor shall have the right to encashcheques and recover the dues from the Supplier. In case cheques are dishonored the Investor have the right to sue Supplier singly/jointly with Consultant.
- e. In case of default by the Supplier, Investor shall have the right to ask for additional safety in the form of personal asset of Supplier /appoint Consultant as Nominee Director in the Board of the Supplier to protect interest of the Investor.
- f. Investor shall have the right to call back entire money in case of any suspicious event
- g. Investor shall have the right to claim delayed payment charges from the Supplier.

Obligations:

After conducting due diligence and signing of Tripartite Agreement the Investor shall provide discounting facility to Supplier unless there is any event of default by the Supplier.

4. Confidentiality:

- a. Parties herein shall hold or cause to be held, in strict confidence any and all information including commercials agreed between the respective parties.
- b. Further Supplier agrees that the Supplier shall not enter into any Agreement/arrangement with any Investor with respect to any Sale/discounting of invoices, without the consent or knowledge of Consultant .In the event the Supplier enters into any such agreement/ arrangement, it shall be considered to be a material breach of this Agreement and liquidated damages in the form of applicable fees shall be payable.




5. **Governing Law:** This Facility Agreement shall be governed by Laws of India and courts in Mumbai shall have exclusive jurisdiction.

6. **Arbitration and Venue :** In the case of failure by the Parties to resolve the dispute amicably or through a mediator within 30 days from the date when the dispute arose, the dispute shall be referred to arbitration before the International & Domestic Arbitration Centre (IDAC) India, in accordance with its rules, as amended from time to time, and in accordance with its conformity to the rules and procedure of the Arbitration & Conciliation Act, 1996, as amended from time to time. The proceedings of arbitration shall be in the English language. The seat of Arbitration shall be Mumbai, Maharashtra, India. The Parties shall share the costs of arbitration, including fees of the arbitrators and fees of IDAC (but excluding their respective attorney's fees) in equal proportion. The prevailing Party shall be entitled to the arbitration costs, including attorney's fees and arbitrators' fees paid by it. The Parties shall submit to the exclusive jurisdiction of courts at Mumbai, Maharashtra, India.

7. This Agreement is independently valid and binding on the Parties to this Agreement and if required the Consulting agreement and transaction documents mentioned therein shall form a part of this Agreement and binding upon all parties and their respective estates, heirs, successors and permitted assigns.

8. This Agreement may be changed only by the written consent of all parties. This Agreement may not be assigned by either party without the written consent of the other.

IN WITNESS WHEREOF, the Parties hereto have caused this Tripartite Agreement to be executed and acknowledged by their respective officers or representatives on the day, month, year and place as set out herein above.

Category of Signatory	Investor	Consultant	Supplier
Name	investor96_org	Man Investment Services Pvt Ltd	business96_org
Address	Mumbai	403, Peninsula Heights, C.D. Barfiwala Lane, JuhuGalli, Andheri West Mumbai 400058	Dadar West
Signature			

Annexure I

Details of the Invoices- Cloud9r

Sr. No	Invoice No.	Invoice Date	Tax Invoice Amount (Rs)	Invoice Approval Date	Credit Period	Invoice Payment Due Date	Trans Value(85% on Tax Invoice Amount Rs.)
1	BE28FAB1257	Feb. 28, 2022	100000.0	Feb. 28, 2022	60	April 29, 2022	85000.0