

Customer Payment Policy

This Customer/User/Seller Payment Policy sets out the Sobek Auto India Private Limited (“OLX”) policy on various deductions and holdbacks made from the final payment made to the Customer/User/Seller and the manner in which the release of those holdbacks, deductions, adjustments, and forfeiture will be carried out by OLX.

The policy states as under:

OLX may levy certain deductions, forfeit certain holdbacks or adjust certain holdbacks, as necessary, to facilitate the transaction or to ensure fulfilment of requirements by the Customer/User/Seller. These include but are not limited to the following events:

- Customer presence for hypothecation removal.
- Customer presence for RC transfer.
- Existing challans on the vehicle, payable online.
- RC chip missing/broken/chassis number not readable/clerical mistake on RC
- Lock(challan) on vehicle in Kolkata.
- Pollution Blacklisting in Kolkata.
- Scrap Intimation to Public Vehicles Department (PVD) in Kolkata.
- KYC address proof does not match vehicle registered state.
- Misrepresentation, concealment and manipulation of any information and/or documents in respect of the vehicle including but not limited to odometer reading, flooded vehicle, accident, service history, insurance claim, Police compliant/FIR, litigation etc.
- Holdback for Third party payment of vehicle price.
- Misrepresentations of merchantability, defects, malfunctions or mechanical problems in the vehicle which are discovered in the Vehicle after procurement.
- Any other reason necessary, as per OLX, to mitigate its losses which are attributable to the Customer.

In some cases, certain amount may be held back which will be released once Customer complies with the requirements within the agreed timelines as mentioned in the table below. In case of failure to meet these requirements or if any of the scenarios specified above occur, Olx will be entitled to adjust the deducted amount or forfeit the holdback amount, as per its discretion, and the Customer hereby agrees to relinquish any claim in future for the same. Any holdback amount can be adjusted or forfeited for any of the scenarios and events specified herein, and the Customer will be required to replenish the holdback amount forthwith, until all requirements herein and the agreement for sale of vehicle are satisfied.

Reason	Payment Holdback
Original RC is not available and duplicate RC is applied in RTO(FIR or application slip available)	Part of final payment amount will be held back in case application of duplicate RC has been applied in RTO and original slip is shown at the time of deal confirmation. Amount will be released post submission of corrected RC.

	Timeline: 60 days
Bank Loan NOC	Part of final payment amount will be held back until bank loan clearance NOC and Form 35 is submitted by Customer. Timeline: 45 days
Party Peshi(Customer Presence)	The RTOs of certain states require the presence of the vehicle owner in order to initiate transfer of RC or hypothecation removal from RC. In this case, part of final payment amount will be held back till you comply with the process. Timeline: 3 reminders
Challan	Part of final payment amount will be held back until customer clears pending challans on vehicle. Timeline: 7 days
CNG certificate is expired	Part of final payment amount will be held back until customer submits renewed CNG certificate. Timeline: 7 days
Service History	Each Seller must provide authentic service history of the vehicle being sold and part of final Vehicle Price shall be held back until submitted. In the event the service history is not made available or the channel partner finds out of a defect or issue which has not been disclosed and captured in the User Acceptance Form, a deduction based on OLX's internal policies shall be made on the Vehicle Price and shall be binding on the Seller. Timeline: 3 days to provide the authentic service history
Third Party Payment Holdback	If the car owner is not physically present during sale of vehicle at CMC store and the individual (who is representing as the car owner is not the blood relative* of actual owner as per RC) asks for payment of Vehicle Price into a 3 rd party account, then 25% of the Vehicle Price shall be held back and refund shall be governed as per above guidelines.

	<p><i>*only son, daughter, brother, sister, father, mother, husband and wife shall be considered as blood relative, demonstrated by using KYC such as Aadhar / PAN card only.</i></p>
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BEST PRICE GUARANTEE POLICY

Olx Autos will guarantee the best price by purchasing your used car as per the terms and conditions below.

Terms and conditions:

1. One seller/person can avail this scheme for only one eligible used car. The used car eligibility will be determined by the Olx store team.
2. You will provide to Olx, your complete used car details, KYC, credit score, and, vehicle documents copy, with one of the following proof of price(s) to become eligible for this Olx best price guarantee scheme – (a) screenshot of offer; (b) letter of intent; (c) token receipt; (d) confirmation email; or (e) any other proof which Olx store team requests. Such proof of price should not be older than 2 days prior to the date of visit to the store.
3. Olx store team will verify the said proof within 7 working days of receipt, as per its internal processes. After inspecting your used car, Olx will send to you an offer to purchase the used car, or rejection of used car, via email, whatsapp, or SMS.
4. You will receive a one time gift voucher in case Olx declines to purchase your used car, without assigning any reason.
5. If Olx sends an offer to purchase the used car then you will have to visit the store within 24 hours to sell your used car (in the same conditions as it was when you first shared its details), by signing Olx' standard user acceptance form (UAF).
6. You agree to be responsible for and not share the proofs with Olx if there is any contractual or other condition which prevents you from sharing the proof with any third parties.
7. In case of any breach of contract, fraud, forgery, negligence, or submission of incorrect proofs, you will be liable to Olx and any third parties involved, including forthwith returning, (on demand by Olx) the monies and vouchers (or the value thereof) which Olx provided to you.
8. This policy forms an integral part of the Olx – Terms of Use available at www.olxautos.in/policy

Money-back assurance for customers buying cars from OLX Autos Dealer.

1. Buyer can return the car within a maximum time of 05 days from the date of delivery of the car.
2. Applicable only on specific cars which have a Money-back Guarantee Tag.
3. Buyer needs to contact OLX Autos Dealer's representative before returning the vehicle and deliver the same to the parking yard or the store outlet as suggested by the representative.
4. The car should not be driven for more than 1000kms from the date of delivery of the car, and the car should not be damaged, scratched, dented, painted, repaired, tampered, or misused. The car should be in the same condition as it was when delivered.
5. All original documents must be returned in the same condition to the OLX Autos Dealer's representative.
6. RTO documents with seller signatures will have to be returned in the same condition to the Olx Autos Dealer's representative.
7. Bank NOC + Form 35 (In case, the car has been purchased on loan or add on loan is taken on the car).
8. No challans, notices and/or cases should be active on the vehicle and if found, it needs to be cleared by the buyer before handover of the car.
9. Buyer to share the proof of payments made a day before returning the vehicle.
10. The car will be reassessed and inspected and then return will be processed, if there is no change in the car's condition as compared to the previous inspection report and the reassessed sales price is as per the fair market value assessed.
11. Any price paid for value-added services which had been bought, including road side assistance, insurance and warranty will not be returned.
12. Subject to the terms above, the money-back payment will be processed after 5 working days but maximum 10 working days from the accepted date of return.
13. Any disputes arising herefrom shall be subject to the dispute resolution and jurisdiction clause in the car sale-purchase agreement.

Dispute Resolution Agreement, Procedure & Policy

This policy sets out the agreement and process to be followed in cases of arbitration initiated between **OLX** (Sobek Auto India Private Limited) and the **vehicle seller**, or **OLX** (Sobek Auto India Private Limited) and the **vehicle buyer** (dealer), as the case may be, pursuant to the binding arbitration agreement between them under the user acceptance form, the dealer acceptance form, or this policy, as applicable. The arbitration will be conducted as a fast track arbitration (as contemplated under section 29B of the Arbitration and Conciliation Act, 1996) through **Sama**, an independent Electronic-Alternate Dispute Resolution (E-ADR) Institution, recognized by Ministry of Law and Justice, Government of India, which will conduct the arbitration proceedings remotely on the Online Dispute Resolution (ODR) platform available at (<https://www.sama.live/>)

All disputes and claims arising out of or in connection with the aforesaid contract(s)/agreement(s) shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996 through the online institutional arbitration, namely, Sama, an independent Electronic-Alternate Dispute Resolution (E-ADR) Institution that will conduct the arbitration proceedings remotely on its Online Dispute Resolution (ODR) platform available at <https://www.sama.live/> in accordance with the Sama Rules of Arbitration (https://www.sama.live/rules_and_procedures.php), as per the detailed terms contained herein which is displayed and available at <https://www.olxautos.in/policy/> to all the aforesaid users of OLX's services and web facilities. The seat, venue and place of arbitration shall be New Delhi.

S. No.	Procedure to be followed	Timelines
1.	Invoking arbitration	Either party can invite the other party for arbitration by sending a notice to arbitrate via the Sama website (https://www.sama.live/login-form.php) and parallelly on its own to the other party via email on the address provided by the party in the KYC documents. Parties agree that serving notice as above will constitute a valid notice.
2.	Appointment of Arbitrator	Sama , an independent Electronic-Alternate Dispute Resolution (E-ADR) Institution recognized by Ministry of Law and Justice, Government of India, will conduct the arbitration proceedings remotely on the Online Dispute Resolution (ODR) platform available at (https://www.sama.live/). The arbitration tribunal shall consist of a sole arbitrator

		appointed in accordance with the Sama Arbitration Rules available at https://www.sama.live/rules_and_procedures.php). The seat, venue and place of the arbitration proceedings shall be deemed to be New Delhi. All arbitration proceedings shall be conducted in the English language. Any award of such arbitration tribunal shall be final and binding on the parties
3.	Process	Fast Track Arbitration shall mean an arbitration proceeding where Parties confirm that the arbitration process shall be preferably conducted only through written submissions of documentation, pleadings, evidence and arguments and without any oral hearings through the Sama ODR platform.
4.	Submissions-Pleadings and Evidence	All evidence will be administered through e-filing of documents along with the relevant pleadings on the Sama ODR platform. Statement of claims, Statement of defense, Counterclaims, rejoinders, applications and any other pleadings and evidence shall be submitted according to the dates provided in the Sama Arbitration Rules.
5.	Passing the award	The arbitrator upon notification of all documentation shall through the Sama ODR platform, will review the documentation which would include all written arguments and pass necessary award within 15 Business Days of notification of all evidence and documentation.
6.	Duration	The full process will be completed within 90 days.

OLX ASSIST POLICY

These terms set out the policy for OLX Assist program and the terms regulating the relationship with the Dealers and OLX in relation to financing facility availed by the dealer from OLX's partner lenders ("**OLX Assist Policy**"). Capitalised terms used and not defined in the OLX Assist Policy shall have the same meaning as ascribed to them under other policies and contracts entered between the Dealer and OLX.

1. Only those Dealers who have registered with OLX and have entered into contracts with lenders offering financing facility pursuant to OLX Assist program ("**Financer**") are eligible to avail benefit under the OLX Assist Policy.
2. The Dealer acknowledges that pursuant to the OLX Assist program, the financing facility will be directly extended by the Financer and OLX has no liability in relation to financing, approval, securitisation, and the conduct and responsibilities of either the Dealer or the Financer which will be governed by contracts entered directly between the Dealer and the Financer.
3. The Dealer acknowledges that the Financer may make payment of any disbursement pursuant to the financing facility obtained by the Dealer directly to OLX, and the Dealer shall be liable directly to the Financer for payments pursuant to the facility.
4. The Dealer acknowledges that (a) OLX may retain the original registration certificate and insurance copy of the Vehicle for which financing facility is being availed by the Dealer; and (b) OLX will only be required to provide the documents to the Dealer once the Dealer has discharged all financial obligations towards the Financer in relation to the Vehicle and provided OLX receives the no-objection certificate for release of the documents from the Financer.
5. The Dealer agrees that OLX may need to collect KYC, identity and business-related documents and information from the Dealer in relation to the Dealer availing the financing facility and provide these documents to Financers in relation to determine the creditworthiness of the Dealer. The Dealer agrees that OLX may provide information the Financer in relation to its past and ongoing business dealings with OLX to enable the Financer to assess the ongoing creditworthiness of the Dealer.
6. The Dealer acknowledges the responsibility in relation to inventory and safekeeping of financed vehicles pursuant to the financing arrangement with the Financer. In order to ensure such inventory check, the Dealer agrees to upload pictures of the financed vehicle which on the OLX's platform for the purpose (which will be geotagged by OLX) based on guidelines provided by OLX and the Financer, whenever required by the Financer. The Dealer shall also allow OLX to conduct physical inventory check on behalf of the Financer at any point during which the financing facility with a Financer is outstanding.
7. The Dealer warrants that all information provided by it to OLX is true, complete and accurate and that OLX may rely on such information and provide it to the Financer for such onward reliance in relation to granting of financing facility to the Dealer. In the event any such information or document provided by the Dealer becomes inaccurate, the Dealer shall promptly inform OLX and update the information to reflect its truthfulness and accuracy.
8. The Dealer acknowledges that content and material available on OLX's platform in relation to Dealer Assist program is for informational purposes only and should not be regarded as an offer, solicitation, invitation, advice or recommendation to buy or sell any financial services or banking product.
9. The Dealer acknowledges that OLX may cease to work with the Dealer in the event the Dealer defaults on its financial obligation towards any financing facility extended by the Financer.
10. The Dealer acknowledges that the Dealer Assist Policy shall be applicable in addition to the other terms, conditions, policies and contracts in relation to various facilities offered by OLX.
11. No single or partial exercise, or failure or delay in exercising any right, power or remedy by OLX shall constitute a waiver by OLX of, or impair or preclude any further exercise of, that or any right, power or remedy arising under the OLX Assist Policy.