

Terms and Conditions of Dhani Credit

Welcome to Dhani Credit! By virtue of Dhani Credit, you shall be entitled to utilise the credit limit sanctioned by DLSL for purchases made by you on “Dhani Store”. By proceeding, you agree to be legally bound by these Terms and Conditions (“Terms and Conditions”).

1. DEFINITIONS

- a. **Dhani Loans and Services Limited (“DLSL”)** means a non-deposit taking Non-Banking Financial Company having its registered office at 1/1 E, First Floor, East Patel Nagar, New Delhi-110008 which is *inter-alia* engaged in the business of providing loan facilities/product(s).
 - b. **Dhani Healthcare Limited** (formerly Pushpanjali Fincon Limited) (**“DHL”**), is a company having its registered office at 1/1 E, First Floor, East Patel Nagar, New Delhi-110008 which is *inter-alia* engaged in the business of rendering consultancy/advisory, retail, e-commerce facilities via “Dhani Store” and providing wholesale and/or retail trade of all kinds of healthcare & pharmaceuticals products etc.
 - c. **User(s)** shall mean and include any person who accesses and uses the Dhani Platform for services provided thereon.
 - d. **“Dhani Application”** shall mean the mobile application(s) available on the Apple Store and/or Google Play Store and operated under the brand ‘Dhani’
 - e. **Dhani Platform** shall mean and include all digital footprint, mobile application(s) and website(s) of DLSL operated under the brand ‘Dhani’
 - f. **Dhani Credit** means a credit limit sanctioned by DLSL which may be utilised by User(s) for purchases made from/on “Dhani Store”. The Processing Fee, if any, is payable upfront to activate Dhani Credit and thereafter annually to avail the benefit(s) of the credit limit offered. Non-payment of the Processing Fee, if any, shall disentitle the User(s) to avail the credit limit offered under Dhani Credit.
2. A User(s) must complete full KYC to avail Dhani Credit.
 3. For any transaction done by the User(s) at “Dhani Store”, the User(s) shall have the option to make payment of the specified amount to DHL for/towards the purchases made by him/her on Dhani Store, by utilising Dhani Credit. The amount of Dhani Credit utilised by User shall be paid by DLSL to DHL. Every transaction executed by the User(s) for which loan amount is provided by DLSL shall be booked as a separate loan and automatically converted into 02 (two) EMIs. Such EMIs shall be payable by the User(s), without any specific authorisation by such User(s) in respect of such conversion. The first EMI of the loan(s) shall become due & payable on the 30th day from the date of the transaction executed by the User(s). The subsequent EMI shall become due and payable on the 60th day from the date of the transaction executed by the User(s).

In case the User(s) fails to make payment of the first EMI and/or the subsequent EMI on the due dates then the User(s) Dhani Credit may be blocked/suspended/inactivated till the time the outstanding due amount(s) {means unpaid EMIs and other amounts, if any,} is paid by the User. The User further understands and agrees that additionally the repayment schedule may be altered/accelerated. The User further agrees that on his/her failure to pay the amount by the due date, he/she shall be liable to pay the said outstanding due amount and specified amount out of upcoming due amount(s) and/or the total outstanding amount {hereinafter referred to as **“Due Amount Payable”**} as the case may be, and intimation whereof will be made available to him/her via email and/or any other mode including but not limiting to Dhani Platform. Post payment of Due Amount Payable except in event of recall of total outstanding, the User will be entitled for revocation of suspension/blockage of Dhani Credit. Further in event the User(s) makes part payment of the due amount then the balance due amount for

such month will become due next month. The User agrees that in the event User(s) makes part payment or doesn't make payment of due amount by the due date then he/she shall be liable to make payment of interest at the rate of 3% (three percent) per month i.e. 36% (thirty six percent) per annum, on the balance amount payable until the outstanding dues are paid in full.

4. The User will be entitled to make payment of the complete outstanding of the loan amount anytime, as per his/her convenience.
5. DLSL may, in its sole and absolute discretion, limit the maximum value of Dhani Credit that may be utilised by a User(s) per transaction. Further, DLSL may, in its sole and absolute discretion, also limit the number of transactions that a User(s) may be entitled to execute in a day under Dhani Credit. Such limit(s) shall be communicated appropriately to the User(s).
6. Dhani Credit cannot be clubbed with any other offer, scheme, promotion, by whatever name called by, being offered on the Dhani App.
7. DLSL may, on review by the credit committee suspend/cancel/revoke/rescind/inactivate/limit the Dhani Credit offered by it and/or all or any benefits/facilities without any liability on occurrence of event of default including default in existing loan(s)/fraudulent act(s)/ suppression and/or concealment of material information. DLSL, on review by the credit committee, further reserves the right to cancel and/or revise (reduce) the credit limit so sanctioned including tenure thereof on occurrence of event of default including default in existing loan(s)/fraudulent act(s)/ suppression and/or concealment of material information. DLSL will provide appropriate information thereof i.e. cancellation/revision as afore-stated to User(s).
8. The User(s) understands that he/she may opt/avail a particular/revised (increase) credit limit, subject to the maximum credit limit allowed per transaction and also subject to the maximum number of transactions allowed per day, offered to such User(s) by DLSL under Dhani Credit, on providing explicit consent.
9. The User(s):
 - warrants the accuracy, truthfulness, currency and correctness of all information that the User(s) may have submitted;
 - agrees that he/she is availing the Dhani Credit voluntarily, after fully understanding the terms associated with it, solely at his/her own risk & is independent in nature ;
 - warrants that use of Dhani Credit shall be deemed to be acceptance of terms & conditions contained herein;
 - warrants that he/she has attained at least 18 years of age and possess the legal authority to create a binding legal obligation;
 - the usage of the Dhani Platform/Dhani Credit shall be in accordance with the applicable Terms and Conditions ;
 - Dhani Platform/Dhani Credit shall be used to perform legitimate actions for himself/herself or for another person for whom he/she is legally authorized to act;
 - Continued use of the Dhani Credit following the posting of changes to the Terms and Conditions shall be deemed acceptance of the said changes by the User(s).
 - Acknowledges that the use of Dhani Credit is subject to applicable Government notifications, rules, regulations and guidelines/circulars issued by competent authorities that may be in force from time to time.
10. DLSL retains the right at its sole and absolute discretion to deny access to anyone to Dhani Platform and/or the services offered, at any time and for any reason whatsoever, including, but not limited to for violation of the Terms and Conditions.
11. Dhani Credit terms and conditions are subject to modification, alteration and/or updation. User(s) shall be notified of such changes/updation/modification by a prominent notice on the Dhani Platform. User(s) needs to complete the full KYC process to be able to avail of the benefits of Dhani Credit.

12. User(s) is solely responsible for any Govt. tax, Service tax, duty or other charge imposed by law in respect of Dhani Credit.
13. All questions or disputes regarding eligibility for Dhani Credit shall be determined by DLSL at its sole and absolute discretion.
14. DLSL's failure to enforce a particular term or condition does not constitute any waiver of that term or condition.
15. This agreement is only for availing the Dhani Credit and is independent in nature. Further it does not in any way waive, amend or override any of the Terms and Conditions of any existing Agreement(s) of the User(s) with DLSL.
16. All disputes arising out of Dhani Credit shall be subject to the exclusive jurisdiction of competent courts of Delhi.
17. Nothing contained herein shall be construed as a binding obligation on DLSL to continue Dhani Credit after it is terminated/ discontinued or is substituted with any other similar or new program/plan/credit line/offer. DLSL expressly reserves the right to add, alter, modify, change or vary all or in part, or withdraw altogether the Dhani Credit without specifying any reasoning.
18. The content and information on this Dhani Platform, as well as the infrastructure used to provide such content and information, is proprietary to DLSL. The User(s) are licensed to use Dhani Platform solely for the purpose set out above. Users are not permitted to copy Dhani Platform, in any manner or form. While user may make limited copies of transaction related documents for products or services purchased or exchanged through Dhani Platform, User(s) agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, reverse engineer, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through Dhani Platform.
19. User(s) agree not to:
 - make any speculative, false, or fraudulent claims about his/her membership to any credit limit offer or make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand;
 - access, monitor or copy any content or information of Dhani Platform using any robot, spider, scraper or other automated means or any manual process for any purpose without express written permission of DLSL;
 - violate the restrictions in any robot exclusion headers on Dhani Platform or bypass or circumvent other measures employed to prevent or limit access to Dhani Platform;
 - take any action that imposes, or may impose unreasonable or disproportionately large load on DLSL ;
 - deep-link to any portion of Dhani Platform for any purpose without express written permission of DLSL ; or
 - "frame", "mirror" or otherwise incorporate any part of Dhani Platform into any other website without prior written & explicit authorization from DLSL;
 - User(s) expressly gives his/her specific & unequivocal & free consent that the full KYC completed by the User(s) herein for availing Dhani Credit offered by DLSL may be utilised by DLSL's associates, sister concerns or Group Companies, for offering product(s) launched and/or marketed and/or facilitated by DLSL and/or its associates and/or Group Companies, to the User(s). User(s) shall have option to revoke the consent at any time by opting-out to receive such communications from DLSL and/or its associates, sister concerns or Group Companies regarding its products and services. User(s) shall have option to revoke the consent or restrict use of specific data so provided/made available to DLSL at any time for use by DLSL's associates, sister concerns or Group Companies.
 - User(s) consents to receive transactional, commercial and marketing communications both related to their products and services generally, from DLSL and/or its associates,

sister concerns or Group Companies electronically, except in those jurisdictions or where regulatory provision(s) or Law mandates that User(s) express consent is required for receiving commercial or marketing communications. In such event, DLSL and/or its associates, sister concerns or Group Companies shall send the commercial or marketing communications electronically only if the User(s) has provided his/her express consent by opting-in to receive such communications from DLSL and/or its associates, sister concerns or Group Companies regarding its products and services. User(s) at any time may opt-out to receive such commercial or marketing communications from DLSL and/or its associates, sister concerns or Group Companies. This offer will be void in any State where conducting such offer is prohibited under applicable laws.

Most Important Terms and Conditions of Dhani Loans and Services Limited

The Most Important Terms and Conditions mentioned herein below are an indicative list of terms and conditions of DLSL's personal loan product. These terms and conditions are further described in the MTC under relevant sections / schedules and therefore, should be read in conjunction with those mentioned in the MTC. For an exhaustive list of terms and conditions of our personal loan product, please refer to the MTC available on mobile application or website or sent to you by DLSL on your registered email id.

1. The sanction of the Loan and its terms and conditions are subject to execution of the MTC and other documents and writings with DLSL in the manner as described in the table above. The terms and conditions of the MTC and/or other documents will prevail upon this Sanction Letter in case of any contradiction/conflict/difference. Further, the sanction of the Loan, its tenure and terms and conditions are subject to DLSL's internal review and evaluation and any disbursement of the Loan, its tenure and terms and conditions shall be subject to such sanction being approved from DLSL. The Borrower(s) can access their Loan account details by logging into the Dhani Platform. The copy of statement of account can also be obtained on request from support@dhani.com.
2. DLSL shall be entitled to revoke or block the sanctioned loan amount or any tranche thereof and to add, to delete or modify all or any of the terms and conditions of the Loan, *inter alia*, if there is any material change in the purpose(s) of Loan, if any information and/ or statement given by Borrower(s) is found incorrect, incomplete or misleading, if there is breach of the terms and conditions of the MTC including occurrence of any Event of Default, if any report / document is not found satisfactory, the Borrower(s) does not submit duly accepted copy of this Sanction Letter (if mandated) to DLSL within stipulated period, etc. DLSL decision in respect of material changes shall be final and binding on the Borrower(s).
3. Loan availed by the Borrower(s) from DLSL shall be used for the purpose stated in the MTC and shall not be used for speculative and/or capital market use and/or business end use purpose or prohibited/ anti-social purposes and/or purchase of gold/gold bullions/gold coins/gold jewellery/gold exchange traded funds/gold mutual funds. In the event that the Loan availed by the Borrower(s) from DLSL has been used for purposes as prohibited above or as mentioned in the MTC, DLSL shall be entitled to do all acts and things that DLSL may deem necessary to comply with its policies, including but not limited to liquidating Borrower(s)' holdings of investments at that time. Further, the Borrower(s) shall bear all costs and expenses that DLSL may incur as a result thereof.
4. This Sanction Letter shall *inter alia* stand revoked / cancelled forthwith and shall be rendered absolutely null and void, if :
 - a. any material fact concerning the Borrower's income or ability to repay or any other relevant fact is suppressed, concealed or not made known to DLSL;
 - b. any statement made or documents submitted along with the Loan application is found to be incorrect or false or fabricated;
 - c. non-receipt of unconditional and absolute acceptance of the Sanction Letter
5. Unless otherwise specified by DLSL from time to time, (a) interest shall accrue from the date of disbursement of the Loan; (b) interest shall be computed on the basis of a year of three hundred and sixty (360) days and the actual number of days elapsed; (c) interest shall be computed on monthly rests or on such periodic rests as may be decided by DLSL from time to time; and (d) in case of any payment default on the Due Date(s), interest shall be compounded every month on the overdue amount. Notwithstanding anything to the contrary herein, DLSL shall be entitled to

debit the entire interest payable on the Loan from the amount disbursed by DLSL, as up - front interest.

6. **Processing fee and other charges:** Unless otherwise specified, the Processing fee, if any, and / or other charges shall be deducted upfront from the proceeds of the disbursement. The said processing fee and / or other charges are non - refundable even if the Loan and the disbursement thereof are cancelled.
7. **Interest charges:** If the Borrower(s) fails to pay any amount payable by it to DLSL on specified due dates under the Loan Documents, the Borrower(s) shall also be liable for payment of interest charges at the rate of 3% (three percent) per month i.e. 36% (thirty six percent) per annum on the gross payable amount in case of non-payment and/or on the outstanding loan amount at above-mentioned interest rate ("**Interest Rate**") or at such other rate as may be specified in the policy of DLSL from time to time and the Interest shall be payable till the amount(s) due/unpaid are paid in full.
8. **Repayment:** The Loan will be repayable in the manner as set out in the Sanction Letter. The Payment/ Repayment Schedule may be altered / modified basis the amount actually disbursed by DLSL, from time to time. In case of non-payment on due date(s), Interest will be levied at rates as specified herein.
9. The prepayment fees (if any) and charges shall be applicable as per the terms of the MTC and the mutually agreed prepayment charges, more particularly mentioned in this Sanction Letter.
10. **Security:** The Borrower(s) will bear all the charges payable for the creation of said Security (if any) and shall take all the steps required for the perfection thereof.
11. The terms and conditions of this Sanction Letter are subject to change as per Reserve Bank of India (RBI)/ DLSL's policies as applicable, from time to time.
12. On and at any time after the occurrence of an Event of Default, DLSL may, with notice to the Borrower(s) and with or without the intervention of the court/arbitrator, cancel/recall the Loan whereupon the Borrower's Dues shall become repayable/payable, forthwith.
13. DLSL is authorized to disclose, from time to time, any information relating to the Loan to any credit bureau (existing or future) approved by Government of India and RBI without any notice to the Borrower(s). DLSL is also authorized to make inquiries with the CIC (Credit Information Companies) and get the applicant's Credit Information Report.
14. **Recovery of Overdues / Bad debts:** It is duty of the Borrower(s) to repay Loan with applicable interest as specified along with all dues / charges / fees levied as per agreed terms of the MTC, However, in the event of non-payment/default in re-payment of any of the above, DLSL reserves its right to recover over-due amounts by resorting to legal and permissible means.
15. Notwithstanding the issuance of this Sanction Letter and the acceptance thereof, DLSL may decide not to disburse the Loan, repudiate and rescind this Sanction Letter in event DLSL has reasons to believe or comes to its knowledge that Borrower(s) has concealed material information(s) or submitted forged documents or incorrect information or has defaulted in any existing loan(s).
16. The Borrower(s) shall pay and bear the incidence / burden of stamp duties, legislation fees or other taxes/levies, in respect of the Loan and/or in respect of the documents evidencing/concerning the Loan/credit limit and/or any penalty that may be imposed, shall be borne and paid by the Borrower(s) without claiming any set-off, counter claim, damages, etc.
17. All capitalized terms used herein will have the same meaning ascribed to it under the MTC.

18. For any query/complaint, please contact at Customer Care Desk at Branches or call customer Care on 0124-6555-555 (8AM-8PM) or write to customer care at support@dhani.com. DLSL facilitates resolution of customer's grievances free of cost.
19. After the passing of a reasonable period of 1 (one) month, if the Borrower(s) feels his grievance is still not resolved, the Borrower(s) may escalate his complaints to the following higher authority: Centralised Receipt and Processing Centre, Reserve Bank of India, 4th Floor, Sector 17, Chandigarh –160017. Email ID: crpc@rbi.org.in.

Master Terms and Conditions of Dhani Loans and Services Limited

These Master Terms and Conditions (“MTC”) shall govern the general terms and conditions applicable to the Loan (defined below) to be provided to **Borrower(s)** (defined below) by **Dhani Loans and Services Limited** (formerly Indiabulls Consumer Finance Limited and IVL Finance Limited), a company as defined in the Companies Act, 2013, with its registered office situated at 1/1 E, First Floor, East Patel Nagar, New Delhi-110008 and processing office situated at 9B, 9th floor, No 103, Navins Presidium, Nelson, Manickam Road, Chennai, Tamil Nadu 600029 having Corporate Identity Number: U74899DL1994PLC062407 (hereinafter referred to as the “**Lender**”, which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to include its executors, successors and assigns).

WHEREAS: (a) the Borrower(s) have requested the Lender for granting the Loan (hereinafter defined) to the Borrower(s); (b) after considering the request of the Borrower(s), the Lender has agreed to grant the Loan to the Borrower(s) subject to the terms and conditions contained in the Loan Documents (hereinafter defined). The Borrower(s) agrees to this MTC digitally by click wrap method by clicking on the “**I Accept**” or “**Consent**” button/box and the same shall be construed as an express and explicit consent under the existing laws of India, valid, binding and enforceable in accordance with all applicable laws as if the Borrower have signed/endorsed each page of this MTC. In the event Lender requires the Borrower to endorse its physical signatures on the MTC, the Borrower undertakes to comply without any demur. The Lender shall be deemed to have executed the Agreement upon disbursal of the sanctioned amount to the Borrower.

1. DEFINITIONS AND INTERPRETATION

In these MTC, the following words and expressions, unless repugnant to the meaning or context thereof, shall have the following meanings:

- (a) “**Borrower(s)**” means the individual (including his / her legal representatives, administrators, executors and heirs, and shall be construed so as to include his / her permitted assigns and permitted transferees), who have verified and accepted the loan offer before acceptance of this MTC. The terms and conditions of this MTC shall apply to the Loan (defined below) offer accepted by the Borrower(s) on Dhani Platform (defined below).
- (b) “**Borrower’s Dues**” means the outstanding principal amount of the Loan and other amounts, if any payable by the Obligor(s) to the Lender as per the Loan Documents, including any applicable interest, fees, costs, charges, expenses and other sums whatsoever payable by the Obligor(s) to the Lender.
- (c) “**Current Month EMI**” means the actual number of days commencing from the Date of Disbursement of the Loan amount till one day prior to the commencement of the cycle period opted by the Borrower(s).
- (d) “**Date of Disbursement**” means the actual/deemed date of disbursement of the Loan, in whole or in part, by the Lender.
- (e) “**Dhani Platform**” shall mean the mobile application developed and/or maintained by the Lender or any of its subsidiary or group company and operated under the brand ‘**Dhani**’.
- (f) “**Due Date(s)**” means such date(s) on which (a) any amount including principal, interest and/or other charges, if any in respect of the Loan is due and/or payable by the Obligor(s) to the Lender in terms of the Loan Documents; and/or (b) performance of any other obligation(s) is required to be complied with by the Obligor(s) under the Loan Documents.

- (g) **“Event of Default”** means any event(s) or circumstance(s) specified as such in this MTC and/or any other event(s) or circumstance(s) referred to/defined as an Event of Default under any of the Loan Documents.
- (h) **“Loan”** means the loan amount sanctioned to the Borrower(s) (including top - up loan and/or any tranche thereof, if any) and as displayed on Dhani Platform, which will be or has been made available, to the extent the same is not cancelled, reduced or transferred by the Lender as per the terms of Loan Documents.
- (i) **“Loan Documents”** means (i) this MTC, (ii) the Security Documents, if any, and / or (iii) all other agreement(s), application(s), form(s), undertaking(s), document(s), letter(s), deed(s), memorandum(s), declaration(s) and / or power of attorney(s) evidencing, securing, governing or otherwise pertaining/ relating to the Loan / Borrower’s Dues and includes any amendatory, modificatory or supplemental agreement thereto.
- (j) **“Material Adverse Effect”** means a material adverse effect, in the opinion of the Lender, on or affecting (a) the business, operations, property or condition (financial or otherwise) of the Obligor(s); or (b) the ability of the Obligor(s) to perform its / their obligations under the Loan Documents; or (c) the validity or enforceability of the Loan Documents or the rights or remedies of the Lender under the Loan Documents.
- (k) **“Obligor(s)”** means the Borrower(s), the Guarantor(s) and/or any other person(s) if any, providing any Security, if any in favour of the Lender under the Loan Documents and/or who is or becomes a party (other than the Lender) to any Loan Documents.
- (l) **“Party” or “Parties”** means a party to this MTC individually or collectively, respectively
- (m) **“Relevant Entities”** shall mean and include (a) the promoter(s) of the Lender, (b) the promoter(s) of the holding company of the Lender, (c) the other entities / companies in which any such promoter(s) is/ are also the promoter(s) and / or (d) any of the respective affiliates / subsidiaries / holding company / associate / group companies / entities, present or future, of the Lender and / or the entities / companies / persons mentioned in (a), (b) and / or (c) above.
- (n) **“Sanction Letter”** shall mean the sanction letter issued by the Lender containing the relevant commercial and operational terms and conditions applicable to the Loan.
- (o) **“Security”**, if any, means the asset(s) of the Obligor(s) on which a mortgage, charge, lien and/or other security interest is created and/or is to be created in favour of the Lender for securing the fulfilment of all the obligation(s) of the Obligor(s) (including payment of the Borrower’s Dues to the Lender) under the Loan Documents and shall include any guarantee.
- (p) **“Security Documents”**, shall include guarantee deed(s), demand promissory note, letter of continuity, any other document(s) / declaration(s) / memorandum(s) / undertaking(s) / power of attorney in relation to the Security, if any and / or any document(s) designated as such by the Lender.

Unless a contrary indication appears, any reference in this MTC to: (a) “Loan Documents” or any other agreement or instrument is a reference to that document or other agreement or instrument as amended, supplemented or novated, from time to time including such other document(s), which is made a part of this MTC by reference. (b) Section, Clause and Schedule headings are for ease of reference only. (c) A term used in any other Loan Documents or in any notice given under or in connection with any of the Loan Documents has the same meaning in that document or notice as is ascribed to such expression in this MTC, unless defined therein. (d) The expression the Borrower(s), the Guarantor(s), or the Obligor(s) unless repugnant to the meaning and context shall include: (i) in the case of a company/society/body corporate, its successors and permitted assigns; (ii) in the case of a partnership firm, any or each of the partners and survivor(s) of them and the partners from time to time and their respective heirs, legal representatives, executors, administrators, permitted assigns

and successors of the firm; (iii) in the case of a proprietary concern, the proprietor (both in his/her personal capacity and as proprietor of the concern) and his/her heirs, legal representatives, executors, administrators, permitted assigns and successors of the concern; (iv) in the case of a Hindu undivided family ("HUF"), the karta of the HUF and any or each of the adult members/ coparceners of the HUF and the survivor(s) of them and their respective heirs, legal representatives, executors, administrators, permitted assigns and successors; (v) in the case of an individual, his/her heirs, legal representatives, executors, administrators and permitted assigns; (vi) in the case of a trust, the trustee(s) for the time being, its successors and permitted assigns. (e) any gender shall include all genders or the neuter, and the neuter shall include all genders. (f) the singular number shall include the plural, and the plural number shall include the singular.

2. THE LOAN AND THE SECURITY, IF ANY

Subject to the provisions of the Loan Documents, the Lender agrees to lend to the Borrower(s) the aggregate amount of Loan mentioned in the Sanction Letter. At no point of time, the Loan drawdown by the Borrower(s) shall exceed the amount of Loan as stated in the Sanction Letter. The Lender may disburse the Loan (or any part thereof) only upon the fulfilment by the Obligor(s) of all the conditions precedent as may be specified by the Lender. The Loan (subject to deductions, if any) may be disbursed in full or in such tranches as mentioned in the request for disbursement of the Loan (or any part thereof) by the Borrower(s) or as deemed fit by the Lender. Upon borrowers consent or at the discretion of the Lender, the Loan (or any part thereof) may be disbursed in any manner or mode, to the Borrower(s) and/or to such other person/entity as instructed by the Borrower(s) (and such disbursement shall be deemed to have been made to the Borrower(s)). Notwithstanding anything to the contrary, the Borrower(s) understand and agree that DLSL, on the review by the credit committee/basis credit rules, may revise or cancel the loan/credit limit in event of occurrence of default or probability of default, including default of existing loan(s)/fraudulent act(s)/ suppression and/or concealment of material information and appropriate information whereof will be provided to you.. The Borrower shall be bound by such revision and/or cancellation of the loan/credit limit and hereby confirm that DLSL shall not be liable to you or any person in any manner whatsoever on account of such revision/cancellation of the loan/ sanctioned limit. Subject to the provision of the Loan Documents, the Tenure of the Loan (or part thereof) shall be as communicated to the Borrower(s) on Dhani Platform and/or mentioned on the Sanction Letter. The Obligor(s) shall be jointly and severally liable to pay the Borrower's Dues to the Lender. To secure, to the satisfaction of the Lender, the fulfilment of all the obligations of the Obligor(s) under the Loan Documents including payment of the Borrower's Dues, the Borrower(s) hereby undertake to create, and/or shall cause the Obligor(s) to create such Security in favour of the Lender as requested by the Lender, from time to time (including those mentioned hereunder). The Borrower(s) shall, and/or shall cause the Obligor(s) to, (a) forthwith execute and register, if required, appropriate Security Documents and other agreements/deeds relating thereto (in a format acceptable to the Lender) and file necessary disclosures, forms and documents and/or register the charge/encumbrance created in favour of the Lender with the concerned registrar of companies/appropriate authorities/stock exchanges, if required under any law, within thirty (30) days from the date of creation of such Security or within the prescribed time frame, whichever is earlier and forthwith furnish the certificates/forms thereof to the Lender; and (b) take/obtain a written no objection certificate from the Lender prior to, *inter alia*, sale, transfer, dealing with or disposition, creation of any third party rights or interest or encumbrance (in any manner) on such Security (or any portion thereof). The Borrower(s) shall cause the Guarantor(s) to forthwith execute guarantee deed(s) (in the form and substance satisfactory to the Lender) in favour of the Lender.

3. REPAYMENT / PAYMENT

3.1 The Borrower(s) shall repay / pay the entire Loan and other charges, if any to the Lender in such manner as agreed / specified by the Lender from time to time and / or as per the payment /

repayment schedule, on the respective Due Date(s) (“**Payment / Repayment Schedule**”). Subject to Clause 3.2, the Borrower(s) agree to pay to the Lender interest charges on the Loan amount or such part thereof as may be outstanding from time to time at such Interest Rate(s) (if applicable) as mentioned on the Dhani Platform and / or communicated to the Borrower(s) in the Sanction Letter. Unless otherwise specified by the Lender from time to time, (a) interest shall accrue from the Date of Disbursement; (b) interest and / or interest for Current Month EMI shall be computed on the basis of a year of three hundred and sixty (360) days and the actual number of days elapsed; (c) interest shall be computed on monthly rests or on such periodic rests as may be decided by the Lender from time to time; and (d) in case of any payment default on the Due Date(s), interest shall be compounded (at the Interest Rate(s)) {communicated in sanction letter} every month on the overdue amount.

3.2 Notwithstanding anything to the contrary in the Loan Documents, the Lender reserves rights to alter, amend, increase and / or vary, from time to time, the Interest Rate(s). The Lender shall notify (by email or by any other manner) the revised Interest Charges / Interest Rate(s), if any payable under the Loan Documents to the Borrower(s) and the same shall be binding on the Obligor(s) with effect from such prospective date(s) as may be specified by the Lender. Any dispute, including that relating to the interest computation, shall not entitle the Borrower(s) to withhold payment demanded by the Lender and / or payment of any EMI. The Payment / Repayment Schedule for the Loan is without prejudice to the rights of the Lender to re - compute the interest, in case of any variation of the same. On such re - computation, payments shall be made by the Borrower(s) in accordance with such amended Payment / Repayment Schedule, as may be intimated by the Lender to the Borrower(s).

3.3 All sums payable by the Obligor(s) under the Loan Documents shall be paid free of any restriction or condition and free and clear of and without any deduction or withholding, whether on account of tax or otherwise (except for income tax deducted at source). If the Obligor(s) is/ are obliged by law to make any deduction or withholding from any such sum (except for income tax deducted at source), then the sum payable by the Obligor(s) shall be increased to the extent necessary to ensure that, after making such deduction or withholding, the Lender receives and retains (free from any liability except for tax on overall net income) a net sum equal to what the Lender would have received and so retained if no such deduction or withholding had been required or made. Notwithstanding anything to the contrary contained in the Loan Documents, the Obligor(s) shall also be liable to pay all applicable taxes (except for income tax deducted at source) including Goods and Services Tax, if applicable, on all sums payable by the Obligor(s) to the Lender under the Loan Documents.

3.4 The Obligor(s) shall repay/pay the Borrower’s Dues through the modes as made available to the Borrower(s) and/or as agreed between the Borrower(s) and the Lender - including but not limiting to electronic clearing system / RTGS/ any other method, as may be specified by the Lender, from time to time and the same shall be binding on the Obligor(s). Notwithstanding anything to the contrary, all payment/amounts shall be deemed to have been received by the Lender under the Loan Documents only when such payments/amounts are actually credited/transferred in the Lender’s designated bank account. The Borrower(s) shall pay payment instructions dishonor charges and other charges to the Lender as specified/agreed by the Lender. The Obligor(s) shall ensure that each of such payment instructions is honoured on first presentation.

4. INTEREST CHARGES

If any of the Obligor(s) fail to comply with its / their obligations under the Loan Documents including failure to create and perfect the Security, if any, and / or failure to pay any amount payable by it/ them under any of the Loan Documents on the given Due Date(s) and / or if an Event of Default occurs under the Loan Documents, the Borrower(s) shall also be liable for payment of Interest charges (on the gross payable amounts in case of non-payment and / or on the outstanding Loan in

case of other defaults /Event of Default)(**"Interest Charges"**) at an interest rate that may be communicated to the Borrower(s) from time to time and the current interest rate as mentioned in the Sanction Letter (**"Interest Rate"**) or at such other rate as may be specified in the policy of the Lender from time to time and Interest Charges shall be payable till the amount(s) due/unpaid is paid in full. Any Interest accruing under this Clause shall be immediately payable by the Borrower(s). Provided further that the obligation to pay the Interest shall not entitle the Borrower(s) to set up a defence that no breach / Event of Default has occurred. Interest (if unpaid) as aforesaid will be compounded at the end of each month but will remain immediately due and payable.

4A. No notice, reminder or intimation shall be given to the Obligor(s) regarding its / their obligation to repay / pay the Borrower's Dues and it shall be entirely the Obligor(s)' responsibility to ensure prompt and regular payment of such amounts payable by the Obligor(s) to the Lender when due and in the manner provided in the Loan Documents.

5. The Lender may call upon / require the Borrower(s) to repay / pay the Borrower's Dues (or any part thereof) immediately or in shorter period and in one lump-sum or such suitable instalment(s) as may be specified by the Lender notwithstanding the Tenure of the Loan. The Borrower(s) undertake to pay / repay the Borrower's Dues (or any part thereof) on the date(s) as may be specified in the notice issued by the Lender to the Borrower(s) under this Clause. Notwithstanding anything to the contrary, the Lender may, on review by credit committee/ basis credit rules, may revise and/or cancel the Loan/credit limit in part or full at any stage under this MTC in event of occurrence of default or probability of default, including default of existing loan(s)/fraudulent act(s)/ suppression and/or concealment of material information and appropriate information whereof will be provided to the Borrower(s). In case of such Loan recall(in part or in full) by the Lender, no prepayment / foreclosure charges / penalty shall be payable by the Borrower(s). The Borrower(s) agree to give a notice of 7(seven) days to the Lender in case the Obligor(s) wants to make any prepayment / foreclosure of the Loan(or any part thereof). Subject to any applicable laws, the Borrower(s) shall forthwith pay to the Lender the prepayment / foreclosure charge / premium, if any, specified in the Sanction Letter in case any prepayment/ foreclosure of the Loan(or any part thereof) is made by the Obligor(s).

6. Notwithstanding anything to the contrary contained in the Loan Documents, the Obligor(s) agree and undertake to pay stamp duty, additional stamp duty, registration fees, penalty thereon and any other charges / costs / expenses whatsoever to the Lender payable in relation to the Loan documents. Provided that the Lender may pay such stamp duty on behalf of the Obligor(s) and seek refund / re - imbursement of the same from the Obligor(s), and such refund / re - imbursement shall be made by the Obligor(s) not later than three (3) days from the date of demand from the Lender. Further, the Obligor(s) undertake to pay to / indemnify the Lender, within three (3) days of demand by the Lender, any such stamp duty, additional stamp duty, registration fees, penalty thereon, expenses, any other loss and / or liability incurred or suffered by the Lender on account of such non - payment and / or short / under payment of stamp duty and / or registration fees by the Obligor(s) in relation to the Loan Documents. Notwithstanding anything to the contrary contained herein, in case the Obligor(s) fail to pay the requisite amounts within the aforesaid period of three(03) days to the Lender, the Obligor(s) shall also be liable to pay interest on such amounts at the same Interest Rate(s) as is/ was applicable to the Loan under this MTC for such period till such amount(s) is paid in full. . It is clarified that the interest payable under this Clause will be paid for the period of delay in making the aforesaid payment by the Obligor(s) to the Lender. This Clause will survive the termination of the Loan Documents.

7. The Borrower(s) shall, within three (3) days of demand, indemnify the Lender against any cost, expenses, loss and/or liability incurred by the Lender under or in respect of any of the Loan Documents as a result of the occurrence of any default/breach/Event of Default including with respect to the costs incurred by the Lender for investigating any event which it reasonably believes is a default/breach; or acting or relying on any notice, request or instruction which it reasonably

believes to be genuine, correct and appropriately authorized. This Clause will survive the termination of the Loan Documents.

8. The Borrower(s) shall promptly on demand pay to the Lender, all costs and expenses (including legal fees) reasonably incurred by the Lender in connection with the negotiation, preparation, printing and execution of the Loan Documents. The Borrower(s) shall, within three (3) days of demand, pay to the Lender, all costs and expenses (including legal fees) incurred by the Lender in connection with the enforcement of, or the preservation of any rights under, any Loan Document. The Borrower(s) shall also forthwith pay to the Lender any other fee/charges as may be specified in the Loan Documents and/or by the Lender.

9. The Borrower(s)(for itself/themselves and on behalf of the Obligor(s)) hereby make the following representations and warranties to the Lender:

9.1 The Obligor(s)' constitution, status, and other details mentioned in the Loan Documents are correct and the Obligor(s) is/ are duly organized and validly incorporated under applicable laws. The Borrower(s) and each of the Obligor(s) has/have the power and authority to own its assets and carry on its/their business as it/they is/are being conducted under all applicable laws, rules and regulations. The Obligor(s) agree that there will be no change whatsoever in the constitution/status of the Obligor(s) during the validity of the Loan Documents. The Obligor(s) shall furnish to the Lender resolutions required in connection with the transactions contemplated in the Loan Documents.

9.2 The obligations of the Obligor(s) in each of the Loan Documents are /will be legal, valid, binding and enforceable obligations and will be enforceable against the Obligor(s), the Obligor(s)' heirs, executors, successors, assigns and estate as if they have been parties to such Loan Documents. On or after occurrence of an Event of Default under the Loan Documents, the Lender shall be entitled to sell or dispose of the Security (or any part thereof), if any, on such terms and in such manner as the Lender deems fit. Each of the Security Documents, if any, creates/ shall validly create the Security, if any, which is expressed to be created by that document. The Borrower(s) shall, and shall cause the Obligor(s) to, execute at its own cost and in favour of the Lender or any nominee of the Lender, any further/additional/fresh deeds/documents, etc. whenever required by the Lender to do so in respect of the Loan/Borrower's Dues/Security. The Borrower(s) shall ensure that the Obligor(s), by reason of holding of the Security, if any, and/or by creation of a charge/mortgage/pledge thereon in favour of the Lender, do not contravene the provisions of any applicable laws.

9.3 At all times during the validity of the Loan Documents, the Borrower(s) shall and/or shall cause the Obligor(s) to forthwith insure the relevant Security in favour of the Lender, if any, against loss or damage by such risks and contingencies as the Lender deems fit, with an insurer acceptable to the Lender and assign/endorse such policy, in favour of the Lender. The Obligor(s) shall promptly hand over to the Lender (a) all documentary evidence in relation to such insurance, if applicable, (including changes, if any, made to such insurance policy on Lender's request) and/or assignment/endorsement of the insurance in favour of the Lender as the "first loss payee"; and (b) notwithstanding anything to the contrary, any money received from the insurance company/insurer in relation to the Security, if any. The Obligor(s) hereby authorize the Lender (and undertake to execute such further documents at the cost of the Obligor(s) in relation thereto) to make/lodge claim(s) under such insurance and to receive all amounts from the insurance company/insurer thereunder. In addition to the aforesaid, the Borrower(s) shall insure its business (if any) against loss or damage by such risks and contingencies as per the best practices prevailing in the market with a reputed insurer and punctually pay all premia necessary to maintain and/or renew such insurance during the Tenure of the Loan and endorse/ assign the same in favour of the Lender.

9.4 The entry into and performance by the Obligor(s) and the transactions contemplated by, the Loan Documents do not and will not conflict with (a) any applicable laws, rules or regulations;

(b) its constitutional documents; and/or (c) any agreement or instrument binding upon it/ them or any of its assets. All authorization(s) required or desirable to enable the Obligor(s) to lawfully enter into, exercise its rights and comply with its obligations in the Loan Documents and to make the Loan Documents admissible in evidence have been obtained or effected and are in full force and effect.

- 9.5 No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on the Obligor(s) or any of its/ their subsidiaries or to which its assets (or any of its subsidiaries' assets) are subject which might have a Material Adverse Effect and there are no litigations, arbitrations or administrative proceedings before any court, arbitral body or agency which, if adversely determined, might have a Material Adverse Effect.
- 9.6 All financial projections and business plan, if applicable, provided to the Lender by any Obligor(s) has/have been prepared on the basis of recent historical information and reasonable assumptions. All information supplied by the Obligor(s) is/are true, complete and accurate as at the date it was given and is not misleading and nothing has occurred or been omitted from any factual information and no information has been given or withheld that results in the information provided to the Lender being untrue or misleading in any material respect. The audited/unaudited consolidated financial statements, if any, of Obligor(s) has/ have been prepared in accordance with applicable laws, rules and regulations. There has been no material adverse change in the financial conditions and/or operations reflected in the audited/unaudited consolidated financial statements submitted to the Lender.
- 9.7 In any proceedings are taken in relation to the Loan Documents, the Obligor(s) will not be entitled to claim for itself / themselves or any of its / their assets immunity from any suit, execution, attachment or other legal process. The Obligor(s) execution of the Loan Documents constitutes, and its / their exercise of its / their rights and performance of its / their obligations will constitute, private and commercial acts done and performed for private and commercial purposes.
- 9.8 The representations and warranties (made in the Loan Documents) are deemed to be made by the Obligor(s) on the date of the Loan Documents, the Date of Disbursement of the Loan, date of creation of Security and on each Due Date(s).
- 10.** The undertakings in this MTC shall remain in force from the date of this MTC for so long as any amount is outstanding under the Loan Documents.
- 10.1 The Obligor(s) shall supply to the Lender(a) as soon as the same become available, but not later than six(6) months from the date of submission of the previous statement of assets / financial statement of the Obligor(s), the statement of assets / financial statement of the Obligor(s) for that financial half year; and(b) as soon as they become available but in any event within one hundred and eighty(180) days after the end of its financial year, the audited consolidated financial statement / statement of assets for that financial year. Each set of audited/unaudited consolidated financial statements / statement of assets delivered by the Obligor(s) to the Lender shall be certified as fairly representing its financial condition as on the date such financial statements or statement of assets(as the case may be) were drawn up.
- 10.2 The Obligor(s) shall supply to the Lender (a) promptly upon becoming aware, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any Obligor(s), and which might, if adversely determined, have a Material Adverse Effect; and(b) promptly, such further information regarding the financial condition, business and operation including periodic progress reports of any Obligor(s) as the Lender may reasonably request.
- 10.3 The Obligor(s) shall notify the Lender of any default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence. Promptly upon a request by the

Lender, the Obligor(s) shall supply to the Lender a certificate certifying that no default is continuing (or if a default is continuing, specifying the default and the steps, if any, being taken to remedy it).

- 10.4 The Borrower(s) undertake to forthwith provide, and / or cause the Obligor(s) to forthwith provide, to the Lender all the documents and information as may be required in terms of the Know Your Customer guidelines issued under any applicable laws and keep the same updated at all times during the validity of the Loan Documents.
- 10.5 The Borrower(s) agrees and confirms that he / she shall repay the Loan only from his/ her own account, and payment shall not be made from any third party account.
- 10.6 The Borrower(s) agrees that any cash repayment made by the Borrower(s) to any person in regard to the Loan is at his/her own risk and not adjustable from Loan amount/interest or charges/fees associated with the Loan, further Lender shall not be held liable for the same.
- 10.7 The Borrower(s) hereby agrees that the records maintained by the Lender shall be conclusive proof of the amounts outstanding from and due from the Borrower(s). A certificate issued by the Lender stating the Borrower's Dues amount due at any particular time shall be conclusive evidence as against the Borrower(s).
- 10.8 The Borrower(s) agrees that the Lender shall have the right to reverse the Loan disbursement transaction and cancel the Loan account if the Borrower(s) is found to have fraudulent history or found to have been involved in document misrepresentation/ fraud or is proven to be involved in any sort of money laundering activities.
- 11.** The undertakings in this Clause shall remain in force till any amount is outstanding under the Loan Documents.
 - 11.1 The Borrower(s) shall, and / or shall cause the Obligor(s) to, promptly obtain, comply with and do all that is necessary to maintain in full force and effect any authorization(s), if applicable, to enable the Obligor(s) to perform its / their obligations under the Loan Documents and to ensure the legality, validity, enforceability and / or admissibility in evidence of the Loan Documents. The Obligor(s) shall promptly hand over copies of such authorization(s) to the Lender.
 - 11.2 The Obligor(s) shall comply in all respects with all applicable laws to which it/they may be subject. The Borrower(s) shall not and shall ensure that the Obligor(s) do not, without the prior written consent of the Lender, do or undertake any of the following if applicable, create or permit to subsist any security/negative lien/encumbrance over any of its/their assets including assets comprising the Security, if any;
 - i enter into/approve/make application for any amalgamation, reorganization, demerger, and merger, scheme of arrangement and/or corporate reconstruction of any of the Obligor;
 - ii make any investments or avail any loans, grant any credit (save in the ordinary course of business) or give any guarantee or indemnity (except as required under any of the Loan Documents) to or for the benefit of any person or otherwise voluntarily assume any liability, whether actual or contingent, in respect of any obligation of any person;
 - iii enter into, undertake or participate in any share, securities or subordinated debt buy-back, cancellation or redemption programme of the Obligor(s);
 - iv issue/allot, or grant any person any right to call for the issue or allotment of, any shares/securities in the Obligor(s);
 - v change its/ their business or undertake any new business and/or effect any significant change in its/ their debt-equity ratio and/or alter its/ their constitutional/ charter documents; or

vi. effect any change in its/their share holding pattern, share capital, profit-sharing and/or change in the management/control/partner(s)/proprietor(s).

11.2 The Obligor(s) (in case of a company), shall not induct/appoint any person as a director on its board of directors, whose name appears in the list of wilful defaulters (as published/prepared by any regulator/statutory body viz. Reserve Bank of India/other regulator(s)) and in case any director of the Obligor(s) is declared as a wilful defaulter, the Obligor(s) shall forthwith take expeditious and effective steps for removal of such director from its board of directors and forthwith inform about the same to the Lender.

11.3 The Borrower(s) hereby undertakes to keep the Lender informed of the happening of any event which is likely to have an impact on their profit or business and more particularly, if the monthly production or sale and profit are likely to be substantially lower than already indicated to the Lender. The Borrower(s) will inform accordingly with reasons and the remedial steps proposed to be taken.

11.4 The Borrower(s) hereby provides his/her consent to the Lender to avail and/or obtain his/her confidential credit report from other lenders.

11.5 The obligation of the Lender to make disbursements out of the Loan shall be subject to the Borrower(s) complying with all the conditions to the satisfaction of the Lender in its sole discretion. The Borrower(s) shall complete all documentation as stipulated, to the satisfaction of the Lender.

11.6 The Borrower(s) hereby undertakes to provide his/her salary account bank statement for the past one month and any other details as required by the Lender post disbursement of the Loan. All information provided by the Borrower(s) about his/her demographics, employment and salary account is true. The Borrower(s) undertakes to foreclose the Loan immediately in case any of the above provided information is found to be false by the Lender.

11.7 The Borrower(s) hereby confirm that the Borrower(s) is residing in India and shall not leave India for employment or business or long stay without first fully repaying the Loan then outstanding due and payable with interest and other dues, including prepayment charges, if any.

11.8 The Borrower(s) hereby undertakes to keep the Lender informed of any change in the Borrower's e-mail ID, telephone number, mobile number and address. The Borrower(s) authorizes the Lender to update the contact information change that the Lender may be informed of and hereby authorizes the Lender to contact the Borrower(s) at the updated contact details, by post, phone, e-mail, SMS/text messaging.

11.9 Notwithstanding anything to the contrary stated in this MTC, the Borrower(s) hereby agrees and acknowledges that the terms and conditions of this MTC and the Sanction Letter shall *mutatis mutandis* apply to any subsequent/ top-up Loan that the Borrower(s) may avail from the Lender.

11.10 The Borrower(s) agrees and consents to the Lender for collecting, storing, sharing and processing information (including sensitive personal information) related to the Borrower(s) from or with the Relevant Entities and/or Partnered Entity (defined hereinafter), or third parties/service providers for the purposes as set out in this MTC and for providing the Borrower(s) with other products, offers and/or information. For the purpose of this MTC, KYC Documents shall mean and include but not limited to proof of identity, proof of address and such other documents, as may be prescribed by RBI under the Master Direction - Know Your Customer (KYC) Direction, 2016 (as amended).

12. EVENTS OF DEFAULT

12.1 Each of the events or circumstances set out herein is an Event of Default

(a) Non-payment: The Borrower(s) do not pay by the Due Date(s) the Borrower's Dues (or part thereof) and / or any amount payable pursuant to a Loan Document.

(b) Unlawful Purpose: The Borrower(s) apply and / or utilize the Loan (a) for such purposes which are not permitted under the Loan Documents and / or (b) for any purpose which is considered and / or deemed to be unlawful, illegal or contravene the provisions of any applicable laws, rules and regulations.

(c) Other obligations: The Obligor(s) commit or threaten to commit any other breach / default of any provision(s) of the Loan Documents including failure to create Security, if any, or execute/ provide any documents to the Lender as may be required.

(d) Misrepresentation: Any representation or statement made or repeated by the Obligor(s) in the Loan application, Loan Documents or any other document delivered by or on behalf of the Obligor(s) under or in connection with any Loan Documents is incorrect or misleading in any respect when made or repeated. Further, if there is any suppression of facts by the Obligor(s) in the Loan application, Loan Documents or any other document delivered by or on behalf of the Obligor(s) under or in connection with any Loan Documents.

(e) Unlawfulness: It is or becomes unlawful for the Obligor(s) to perform any of its obligations under the Loan Documents.

(f) Repudiation: The Obligor(s) repudiates any of the Loan Documents or in the opinion of the Lender, the Obligor(s) have an intention to repudiate any of the Loan Documents.

(g) Government Intervention : By or under the authority/order of any government/court or otherwise (if applicable): (i) the management of the Obligor(s), is wholly or partially displaced or the authority of the Obligor(s) in the conduct of its business is wholly or partially curtailed; or (ii) all or a majority of the issued shares of the Obligor(s), or the whole or any part of its/their revenues or assets is seized, nationalized, expropriated or compulsorily acquired; or (iii) if any attachment, distress, execution or other process against the Obligor(s), or any of its properties is enforced or levied upon.

(h) Material Adverse Change: Any event or circumstance occurs which the Lender believes is likely to have a Material Adverse Effect or if any circumstance or event occurs which in the opinion of the Lender, would or is likely to prejudicially or adversely affect in any manner, the ability/ capacity of the Obligor(s) to perform or comply with its/their obligations under the Loan Documents and/or to pay/repay the Borrower's Dues or any part thereof.

(i) Others

i If there is any deterioration or impairment of the Security, if any, or any part thereof, or there is an event or circumstance which is likely to prejudice, impair and/or imperil the Security, and which causes the Security, if any, created in favour of the Lender (in the judgment of the Lender) to become unsatisfactory as to character or value and the Borrower(s) fail to provide additional Security; if there is a failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors, if any Obligor(s) suspend or default in making payment to any creditors / other lenders or threatens to do so, any petition in bankruptcy of, by, or against the Obligor(s) is filed or any petition for winding up of the Obligor(s) is filed and not withdrawn within thirty (30) days of being filed;

ii If the Obligor(s) is/are unable to pay its/their debts (whether within the meaning of applicable laws or otherwise) or if a liquidator, or receiver is appointed in respect of any property or estate of the Obligor(s);

iii If the Obligor(s) ceases or threatens to cease or carry on its/their business or if the Obligor(s) cease to be in lawful employment or if, in the opinion of the Lender, the Obligor(s) income/revenues/remuneration has become or is likely to become inadequate or if any Obligor(s) dies or if any Obligor(s) becomes mentally unsound or if any Obligor(s) is imprisoned;

- iv If it is certified by a firm of accountants appointed by the Lender (which the Lender is entitled and hereby authorized to so appoint at any time) that the liabilities of the Obligor(s) exceed the Obligor(s)' assets;
- v If the Obligor(s), without prior written consent of the Lender, sell, transfer, encumber, assign, convey, grant, deal with and/or dispose of its assets including Security, if any, (or any part thereof) and/or attempt or purport to do any of the aforesaid;
- vi If the management (in case of an unincorporated and incorporated entity) ceases to enjoy the confidence of the Lender for any reason whatsoever; or
- vii If any of the foregoing events occur in relation to any third party which now or hereafter has guaranteed or provided Security for or given any indemnity in respect of any money obligation or liability hereby secured.

12.2 Consequences of an Event of Default

On and at any time after the occurrence of an Event of Default, Lender may, with or without any notice to any of the Obligor(s) and with or without the intervention of the court/arbitrator, (i) cancel/recall the Loan whereupon the Borrower's Dues shall become immediately repayable/payable by the Obligor(s); and/or (ii) DLSL at its sole and absolute discretion may withdraw the Product availed by Borrower/User – either partially or fully-. Borrower further understand and agree that upon his/her failure to pay the EMI(s) which is due to be paid within the stipulated timelines, the repayment schedule may be altered/accelerated, intimation whereof will be made available via email and/or any other mode and/or on Dhani Platform. Borrower agrees that on any failure to pay the amount by the due date, he/she shall be liable to pay the said outstanding due amount and specified amount out of upcoming due amount(s) and/or the total outstanding loan amount, as the case may be and/or (iii) initiate/exercise any or all of its rights, actions, remedies and powers under the Loan Documents and/or applicable laws (including issuance of show-cause notice(s) to the Obligor(s) and for making submissions before the relevant committee of the Lender); and/or (iv) enforce, sell, invoke, deliver, deal with, take possession, convey, transfer, assign, lease, sub-lease, encumber and/or dispose of in any manner (including by private treaty and/or auction), on such terms and conditions including the sale/transfer price of the Security, if any, or any part/unit thereof as deemed fit by the Lender, any/ all/part of the Security including the guarantees and/or do such other things in relation to and/or with respect to the Security (any part thereof) which may be permitted under law. If the net sum realized through the enforcement/sale/ transfer of Security is insufficient to cover the Borrower's Dues, then without prejudice to the other rights and remedies of the Lender under the Loan Documents and/or in law, the Obligor(s) agree and undertake to pay to the Lender forthwith at the Lender's demand such amount as will make up the shortfall. The decision made by the Lender with respect to any matter under the Loan Documents shall be final and binding on the Obligor(s).

12.3 If any Event of Default or any event which, after the notice or lapse of time or both would constitute an Event of Default shall have happened, the Borrower(s) shall forthwith give the Lender notice thereof in writing specifying such Event of Default, or such event. The Borrower(s) shall also promptly inform the Lender if and when any statutory notice of winding-up (if applicable) under the provisions of the applicable laws or of any suit or legal process intended to be filed / initiated against the Obligor(s) is received by the Obligor(s). On the question whether any of the above events/circumstances has occurred/ happened, the decision of the Lender shall be final, conclusive and binding on the Borrower(s). However, the Lender will act in a reasonable manner while exercising any such discretion given to the Lender under this MTC. The rights, powers and remedies given to the Lender by this MTC shall be in addition to all rights, powers and remedies given to the Lender by virtue of any other security, statute or rule of law. The Lender may exercise a lender's lien or right of set-off with respect to any obligation of the Borrower(s) to the Lender and shall have a lien on all property or securities of the Borrower(s) in the Lender's possession or custody whether for safekeeping or otherwise. Without prejudice to what is stated hereinabove, the Parties hereby expressly agree and confirm that in the event of the Borrower(s) failing to pay the Borrower's Dues

or on happening of an Event of Default, in addition to any general or specific lien to which the Lender may be entitled by law, the Lender shall, without prejudice to any of its specific rights under the Loan Documents, be at liberty to apply any other money or amounts standing to the credit of the Borrower(s) in any account with the Lender in or towards repayment of the Borrower's Dues, without any notice to the Borrower(s). In case of any deficit/shortfall, the deficit/shortfall amount may be recovered by the Lender from the Borrower(s). Notwithstanding anything to the contrary in any Loan Documents, the Borrower(s) hereby agree(s) and hereby authorise(s)/give(s) its/their consent, and the Borrower(s) shall cause the other Obligor(s) to agree and authorize/give their consent, that (a) the Lender shall be entitled to disclose/share any information relating to the Loan, the Security, the Loan Documents, the credit information and/or any other related/relevant information of the Obligor(s) (including default by the Obligor(s)) to the Reserve Bank of India, credit information company (e.g. CIBIL and/or other similar entities), credit rating agencies, statutory/regulatory/judicial/ quasi-judicial authorities/bodies, statutory auditors, the Lender's banks/financial institutions and other persons/bodies pursuant to/in connection with/under, *inter alia*, any law, regulations, guidelines and/or circulars, legal proceedings, audit, credit rating / gradings, the provisions of the Loan Documents and/or in the ordinary course of the Lender's business; (b) in case any of the Obligor(s) commit default in the payment/repayment of the Borrower's Dues (or part thereof) and/or upon occurrence of an Event of Default under the Loan Documents, the Lender, the Reserve Bank of India, any other regulator and/or credit information company will have an unqualified right to disclose or publish the name(s) of the Obligor(s) and its/their partners, promoters and/or directors as defaulter(s) in such manner and through such medium as the Lender, the Reserve Bank of India, any other regulator and/or the credit information company in their absolute discretion may think fit; and/or (c) the Lender and/or the Relevant Entities and/or Partnered Entity shall be entitled to use/utilize the credit information and the other related/relevant information of the Obligor(s) for the purposes of or in connection with the ordinary course of the Lender's and/or the Relevant Entities and/or Partnered Entity' business including for the Loan/future loan(s), and the other products/ services, if any, to be obtained by any of the Obligor(s) and for marketing or promotion of such services/products. For the purpose of this clause, Partnered Entity shall mean entities with whom the Lender and/or Relevant Entities have entered into an arrangement to sell or market its/their products and services.

13. Notwithstanding anything to the contrary in the Loan Documents, the Parties agree that, without any approval of or notice to any of the Obligor(s), the Lender shall be entitled to sell, securitize, transfer, encumber and / or assign any / all of its rights and obligations(including the Borrower's Dues / Loan or any part thereof with or without any Security, if any) under the Loan Documents to any person(s) / entity and on such terms and conditions as the Lender, in its sole and absolute discretion deems fit. The Borrower(s) shall not and / or the Borrower(s) shall cause the Obligor(s) not to, assign or transfer any of its / their rights or obligations under the Loan Documents.

14. Payment shall be made in such manner as indicated in the Loan Documents, unless otherwise specified by the Lender. Notwithstanding anything to the contrary, at the discretion of the Lender, any proceeds/receivables realized/generated from the Security, if any, (or any part thereof) and/or any amount paid by the Obligor(s) under the Loan Documents shall be adjusted/appropriated firstly, towards the charges/fees payable under the Loan Documents to the Lender and cost and expenses incurred by the Lender, secondly, towards interest and interest charges (if any), thirdly, towards prepayment charges and/or foreclosure charges/premium and other amounts forming part of the Borrower's Dues, and balance, if any, towards the outstanding principal amount of the Loan. All payments to be made by the Obligor(s) under the Loan Documents shall be calculated and be made without (and free and clear of any deduction except for income tax deducted at source) set-off or counterclaim. Notwithstanding anything herein contained, the Lender shall have a lien over all the assets/securities of the Obligor(s) in the Lender's control and a right of set-off against any moneys due from the Lender to the Obligor(s) if any, and to combine all accounts of the Obligor(s) for recovery of the Borrower's Dues. The Lender has agreed to enter into this transaction on the

condition that the Obligor(s) agree to the right of the Lender to set off against the amount lying in deposit/in account/in possession with the Lender for the recovery of the Borrower's Dues and/or enforce the Security, if any, in any manner.

15. Notwithstanding anything to the contrary contained in any agreement(s), the Obligor(s) expressly accept and agree that if a breach/default/an event of default occurs under any agreement(s) (including the Loan Documents) between (a) the Obligor(s) and/or any group entity(ies) /associate/ affiliate of the Obligor(s) ("**Obligor(s) Group**") and (b) the Lender and/or any of the Relevant Entities, then such a breach/default/ event of default under such agreement(s) shall also be an Event of Default under the Loan Documents and vice versa and then in such an event, the Lender and/or any of the Relevant Entities, as the case may be, shall, without prejudice to any of its/their specific rights under each of the agreements, be absolutely entitled to exercise all or any of its/their rights (including Loan recall) under any of such agreements (including the Loan Documents) at the sole discretion of the Lender and/or the Relevant Entities. Notwithstanding anything to the contrary in the Loan Documents or in any other agreement(s) executed between Obligor(s) Group and the Lender and/or any of the Relevant Entities, the Obligor(s) hereby irrevocably agree that all the security, if any, created/to be created in favour of the Relevant Entities shall also constitute Security for the Borrower's Dues under the Loan Documents and the Lender is irrevocably authorized to take possession, sell, dispose of or deal with such Security (including proceeds thereof) in any manner towards satisfaction of (i) the Borrower's Dues and / or (ii) any amounts payable by the Obligor(s) Group to the Relevant Entities. The provisions relating to Security under the Loan Documents shall mutatis mutandis apply to such security created in favour of Relevant Entities (including execution of the Security Documents and requisite filings with the appropriate authorities). In the event any Relevant Entities initiates any enforcement action against the security created in its favour by any of the Obligor(s) Group and there are surplus proceeds from such enforcement, the said surplus proceeds may be utilized towards the satisfaction of the Borrower's Dues. Furthermore, if any loan/ credit facility obtained from any Relevant Entities by any of the Obligor(s) Group are paid/ repaid or required to be paid/ repaid in full by such Obligor(s) Group for any reason whatsoever, the Obligor(s) shall, if so required by the Lender, also forthwith repay/prepay the Loan/ Borrower's Dues under the Loan Documents.

16. Any communication and/or document(s) to be made or delivered under or in connection with or pursuant to the Loan Documents and/or applicable laws shall be made or delivered, unless otherwise stated, by fax, email, physical letter/ document(s) or in any other electronic/digital form. The address, email address, phone and fax number (and the department or officer/person, if any, for whose attention the communication is to be made) of each Party for any communication and/or document(s) to be made or delivered under or in connection with or pursuant to the Loan Documents and/or applicable laws is, in case of the Borrower(s) and/or the Obligor(s):

In the case of the Lender:

Address: 1/1 E, First Floor, East Patel Nagar, New Delhi – 110008

Phone: +91 11 30252900

Email: mrustagi@dhani.com Attention of: Company Secretary

or any substitute address, email address, phone, fax number or department or officer or person as a Party may notify to the other Party by not less than three (03) days' notice. Any communication or document(s) made or delivered by a Party to another Party under or in connection with the Loan Documents and/or applicable laws will only be effective: (a) if by way of fax, email or in any other electronic/digital form, when received/delivered in legible form; or (b) if by way of physical letter/document(s), when it has been delivered to the addressee(s) or left at the relevant address or three (03) days after being sent by the registered post, speed post or courier, and if a particular department or officer/person is specified as part of its address details provided as aforesaid, if addressed to that department or officer/person. Any communication or document(s) to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it

is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose). Any communication or document(s) made or delivered to the Borrower(s) and/or the Obligor(s) in accordance with this Clause will be deemed to have been made or delivered to it. Any notice/communication given under or in connection with or pursuant to any Loan Documents and/or applicable laws must be in English. All other documents provided under or in connection with any of the Loan Documents must be in English. Notwithstanding anything to the contrary, any notice to the Borrower(s) or to any of the other Obligor(s) by the Lender shall be deemed to be a notice to all the Obligor(s) (under this MTC and/or other Loan Documents) and the Parties hereto specifically agree that a notice of one (01) day by the Lender shall be a reasonable notice to the Obligor(s) for the purposes of, *inter alia*, exercising any of the rights and remedies by the Lender as mentioned in the Loan Documents and/or under law.

17. In any matter, litigation, arbitration or other proceedings arising out of or in connection with any of the Loan Documents, the entries made in the accounts maintained by the Lender shall be the prima facie evidence of the matters to which they relate. Any certification or determination by the Lender of a rate or amount under any of the Loan Documents is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

18. If, at any time, any provision of the Loan Documents is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

19. No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under the Loan Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or their exercise or the exercise of any other right or remedy. The rights and remedies provided in this MTC are cumulative and not exclusive of any rights or remedies provided by law.

20. Any term of the Loan Documents may be amended only with the consent of the Lender and any such amendment will be binding on all the Obligor(s). Any term of the Loan Documents may be waived only with the consent of the Lender and any such waiver will be binding on all Parties.

21. Each of the Loan Documents may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Loan Document.

22. The Loan Documents is/shall be governed by Indian laws and the courts as mentioned in the Sanction Letter shall have exclusive jurisdiction relating to any matter/issue under or pursuant to the Loan Documents. Provided that such exclusivity shall not bind the Lender and the Lender shall be entitled to initiate proceedings in relation to the Loan Documents before any competent forum. Notwithstanding anything to the contrary, (a) if any dispute/disagreement/differences ("**Dispute**") arise between the Parties (including any Obligor(s)) during the subsistence of the Loan Documents and/or thereafter, in connection with, *inter alia*, the validity, interpretation, implementation and/or alleged breach of any provision of the Loan Documents, jurisdiction or existence/appointment of the arbitrator or of any nature whatsoever, then, the Dispute shall be referred to a sole arbitrator selected from panel of arbitrators proposed by the Lender. It is expressly agreed that in any circumstance, the appointment of the sole arbitrator as aforesaid shall be and shall always deemed to be the sole means for securing the appointment/nomination of the sole arbitrator, without recourse to any other alternative mode of appointment of the sole arbitrator. The seat of the arbitration shall be New Delhi and the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 (or any statutory re-enactment thereof, for the time being in force) and shall be in the English language. The award shall be binding on the Parties subject to the applicable laws in force and the award shall be enforceable in any competent court of law; (b) the Lender shall,

however, be entitled to initiate action and/or proceed under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (including any statutory modification, amendment or re-enactment thereof for the time being in force and as may be enacted from time to time) and rules made thereunder, if applicable.

23. Notwithstanding anything to the contrary contained in any Loan Documents, pursuant to any guidelines/directive/notification/ law, the Lender may at any time alter / modify/delete any provisions of the Loan Documents/ Terms and Conditions (such as change in disbursement schedule, interest rate(s), service charges, prepayment/foreclosure rates, etc.) and such alteration/modification/deletion made by the Lender shall be binding on the Obligor(s). Such changes shall not be effective retrospectively and the Lender may notify the Borrower(s) about the same by prominently displaying the information on the Dhani Platform.

24. The Obligor(s) agree not to distribute or disclose any information(s) related/connected with the Loan Documents to any person, without the prior written consent of the Lender. The Lender shall, however, not be held responsible or liable in any manner for any non-compliance of any law/regulations/circulars/ stock exchange listing agreement(s), etc. by the Obligor(s).

25. The Borrower(s) agree(s) and undertake(s) to, and shall cause the Obligor(s) to, forthwith comply with all additional conditions, if any, specified in hereunder and/or in the other Loan Documents.

26. The Borrower(s) agree(s) that this MTC contains the entire agreement and understanding between the Lender and the Borrower(s) and supersedes all prior agreements and understandings relating to the subject matter hereof unless otherwise specifically reaffirmed or restated herein.