

LENDINGKART FINANCE LIMITED'S

GENERAL TERMS AND CONDITIONS FOR AVAILING BUSINESS LOAN

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GENERAL TERMS AND CONDITIONS

[Registered with the Sub Registrar, Wazirabad, Gurugram on 30.12.2019
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1. Definitions and Interpretation

1.1. **Definitions.** In the Loan Documents, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following special meaning as assigned to them:

- (a) **“Borrower”** means one or more borrowers, which term shall include any co-borrowers whose details are specified in the **Sanction Terms**. The expression “Borrower” shall unless excluded by or repugnant to the subject or context, be deemed to include, (a) in case of an individual, Hindu undivided family (HUF), and/ or a sole proprietorship concern – his/ their heirs, executors, administrators, and permitted assigns; (b) in case of a partnership firm - its partners from time to time, their legal heirs, executors, administrators and permitted assigns; (c) in case of a company defined under the Companies Act, 2013, or a limited liability partnership registered under the Limited Liability Partnership Act, 2008 - its successors and permitted assigns).
- (b) **“Business Day”** means a day (excluding Sundays) on which banks generally are open in Ahmedabad for the transaction of normal banking business.
- (c) **“Penal Interest”** means the Penal Interest payable by the Borrower to the Lender which is specified in the **Sanction Terms**.
- (d) **“Debt”** includes any and all amounts payable to the Lender by the Borrower pursuant to the terms of the Loan Documents, including without limitation: (a) the principal amount of the Loan and Interest due thereon, Penal Interest, processing fees, other reimbursements specified in the Loan Documents, and/ or all other obligations, amounts and liabilities of the Borrower, including indemnities, costs, and all other monies whatsoever due or which may hereafter be payable by the Borrower to the Lender whether under the Loan Documents or otherwise; and (b) legal fees and court costs incurred by the Lender to enforce its rights under the Loan Documents.
- (e) **“Disbursement Request Form”** shall mean the request form submitted by the Borrower to the Lender (whether electronically or in physical form) for disbursal of the Loan in compliance with the **Sanction Terms** and this GTC.
- (f) **“Due Date(s)”** means such date(s) on which the Debt (in whole or in part) is due and payable and includes such dates which are specified in the Repayment Schedule for repayment of the Loan which may be modified as per this GTC.
- (g) **“Event of Default”** means the events of default described in Clause 7 of this GTC.
- (h) **“Fees and Charges”** includes the processing fee, documentation charges, payment instrument swap charges, rescheduling charges, prepayment charges, insurance premium, cancellation charges, late fees, bank charges, as provided in the **Sanction Terms** and such other interest, taxes, fees, costs, charges, expenses, losses, damages, claims, or liability,

documentation and legal expenses incurred by the Lender in respect of the Loan Documents all of which is to be reimbursed by the Borrower.

- (i) “**GTC**” or “**General Terms and Conditions**” means these terms and conditions governing the (i) Loan granted by the Lender, (ii) guarantee provided by the Guarantor in favour of the Lender guaranteeing the repayment of the Debt, and (iii) all other matters addressed herein.
- (j) “**Guarantor**” means one or more guarantors (where applicable), which term shall include all guarantors whose details are specified in the **Sanction Terms**. The expression “Guarantor” shall unless excluded by or repugnant to the subject or context, be deemed to include, (a) in case of an individual, Hindu undivided family (HUF), and/ or a sole proprietorship concern – his/ their heirs, executors, administrators and permitted assigns; (b) in case of a partnership firm - its partners from time to time, their legal heirs, executors, administrators and permitted assigns; (c) in case of a company defined under the Companies Act, 2013, or a limited liability partnership registered under the Limited Liability Partnership Act, 2008 - its successors and permitted assigns).
- (k) “**Insolvency Code**” means the Insolvency and Bankruptcy Code of India, 2016.
- (l) “**Interest**” means the rate of interest payable by the Borrower to the Lender on the Loan which is specified in the **Sanction Terms**, which may be modified by the Lender as per this GTC.
- (m) “**Lender**” means Lendingkart Finance Limited, a company incorporated under the Companies Act, 1956 and registered as a Non-Banking Financial Company under Reserve Bank India Act, 1934 and having its registered office at A-303/304, Citi Point, Andheri – Kurla Road, Andheri (East), Mumbai – 400 059, Maharashtra (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns).
- (n) “**Loan**” means the loan amount which is specified in the **Sanction Terms** that the Lender has sanctioned in favour of the Borrower.
- (o) “**Loan Documents**” means all documents pertaining to the Loan including the application form, **Sanction Terms**, demand promissory note, post-dated cheques, payment instruments/ mandates, Disbursement Request Form, notices sent by the Borrower and/or Guarantor to the Lender or by the Lender to the Borrower and/or Guarantor, and any other letter or document in relation to the Loan and as may be modified from time to time or any other letter or document classified by the Lender as a ‘Loan Document’.
- (p) “**Purpose**” means the purpose for which the Loan shall be utilized by the Borrower which is specified in the **Sanction Terms**.
- (q) “**RBI**” or “**Reserve Bank of India**” means the Reserve Bank of India constituted under the Reserve Bank of India Act, 1934 (2 of 1934).
- (r) “**Repayment Schedule**” means the repayment schedule setting out the Due Dates on which the Borrower is required to repay the Debt (wholly or partly as the case may be).

- (s) “**Sanction Terms**” shall mean the sanction terms issued by the Lender to the Borrower whether electronically or in physical form.
- (t) “**SARFAESI Act, 2002**” means the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.

1.2. Interpretation. In the Loan Documents, unless a contrary intention appears:

- (a) a reference to:
 - (i) an agreement, document, undertaking, deed, instrument, indenture or writing includes all amendments made thereto, from time to time, and also includes all schedules, annexures, addendums, and appendices thereto;
 - (ii) an “authorisation” includes an authorisation, consent, clearance, approval, permission, resolution, license, exemption, filing, and registration;
 - (iii) an “amendment” includes a supplement, modification, novation, replacement or re-enactment and “amended” is to be construed accordingly;
 - (iv) “encumbrance” includes a mortgage, charge, lien, pledge, assignment, easement, license, security interest, hypothecation or any right of any description whatsoever; and
 - (v) “law” shall mean, applicable, constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorisation, or any published directive, guideline, notice, requirement or governmental restriction, having the force of law in any jurisdiction. Reference to applicable laws shall include such laws as may be from time to time modified or re-enacted and any regulations made thereunder.
- (b) reference to a gender shall include references to the female, male, and neuter gender;
- (c) the singular includes the plural (and vice versa);
- (d) the headings in the Loan Documents are inserted for convenience of reference only and are to be ignored in construing and interpreting the Loan Documents;
- (e) unless stated otherwise, all approvals, permissions, consents or acceptance required from the Lender for any matter shall require the prior and written approval, permission, consent or acceptance of the Lender;
- (f) reference to the words “include” or “including” shall be construed without limitation;
- (g) words and abbreviations which have well known technical, trade or commercial meaning, are used in the Loan Documents in accordance with such meaning;
- (h) If any performance of an obligation of the Borrower and/ or the Guarantor under the Loan Documents falls on a day which is not a Business Day, then the immediately preceding Business Day shall be deemed to be the date for the performance of such obligation.

- (i) The GTC sets out the terms and conditions on which the Loan is granted by the Lender to the Borrower and the terms and conditions of the guarantee provided by the Guarantor.
- (j) In the event of any conflict or inconsistency among the GTC and the **Sanction Terms**, the provisions of the **Sanction Terms** shall take precedence and prevail over the GTC. Where any of the Loan Documents is in a vernacular language, the version in English shall be used for interpretation and prevail over the version in the vernacular language.

2. Loan Amount and Disbursal

- 2.1. Pursuant to a request by the Borrower and relying on the representations, warranties, and undertakings of the Borrower and guarantee provided by the Guarantor and such other terms and conditions of the Loan Documents, the Lender has sanctioned and lent the Loan to the Borrower on the terms and conditions as set out in the Loan Documents.
- 2.2. Upon submission of the Disbursement Request Form by the Borrower to drawdown the Loan, the Lender may at its sole discretion remit and disburse the Loan, subject to the terms of the Loan Documents. The Disbursement Request Form shall not be withdrawn by the Borrower except with the prior written consent of the Lender.
- 2.3. The Lender shall disburse the Loan into an account specified in the **Sanction Terms**. All disbursement(s) made under the Loan shall be subject to the performance by the Borrower of all its obligations under the Loan Documents to the Lender's satisfaction.
- 2.4. The Loan shall be utilized by the Borrower only for the Purpose. The Loan shall not be used for any other purpose of any nature whatsoever including payment of any existing/ outstanding loan, debts, penalties, and claims due to any other person without the prior written approval of the Lender or for engaging in trading of securities (whether or not speculative) on stock exchange or otherwise or for any immoral or illegal purposes.
- 2.5. The Lender shall be entitled to cancel the Loan (or any part thereof) at any time by issuing a notice to the Borrower. The entire outstanding Debt under the Loan shall become payable by the Borrower within 15 (fifteen) days of the receipt of the notice from the Lender. Notwithstanding the cancellation of Loan, the Borrower shall comply with all the terms and conditions of the Loan Documents until the repayment of the Debt to the satisfaction of the Lender. The Borrower shall not cancel the Loan or any part thereof without the prior written approval of the Lender. If permitted under the **Sanction Terms**, the Borrower may prepay the outstanding Debt subject to the terms and conditions set out in the Loan Documents.

3. Interest and Penal Interest

- 3.1. The Interest shall be payable by the Borrower in such manner as specified in the **Sanction Terms**/ Repayment Schedule. The Lender shall have the sole discretion to change the rate of Interest for any reason whatsoever including to comply with any applicable law or any directives or guidelines of the RBI.
- 3.2. **Without prejudice to any of the rights of the Lender, if any amount which is due and payable by the Borrower under the Loan Documents is not paid on the Due Dates or the Borrower is in breach of any of the terms and conditions of the Loan Documents, the Borrower shall then be liable to pay the Penal Interest on the outstanding Debt till such**

time the delinquent amount is paid or the breach is cured to the satisfaction of the Lender. The Borrower acknowledges that the levy of Penal Interest is a fair estimate of the loss likely to be suffered by the Lender by reason of such delay/ default on the part of the Borrower.

- 3.3. The Interest and the Penal Interest, shall be computed on the basis of 365 (three hundred and sixty-five) days a year (with an increment of one day for a leap year i.e. 366 (three hundred and sixty-six) days) and the actual number of days elapsed.

4. Repayment

- 4.1. Unless earlier repayment of the Loan is demanded by the Lender in terms of the Loan Documents, the Loan availed from the Lender along with the Interest shall be repayable by the Borrower on the Due Dates as per the Repayment Schedule.
- 4.2. The Borrower shall repay the Debt in the mode and manner specified in the **Sanction Terms** into the account specified by the Lender in the **Sanction Terms**. Credit for payments by any method will be given only on the date of realization or on the relevant Due Dates as per the Repayment Schedule, whichever is later.
- 4.3. In the event of any change in the Repayment Schedule (at the request of the Borrower or due to an Event of Default), the Borrower shall be liable to pay the rescheduling charges at the rate specified in the **Sanction Terms**. Such payment of rescheduling charges shall be in addition to any other rights and remedies available with the Lender in the Event of Default or otherwise.
- 4.4. The Borrower shall repay the Debt and other monies in respect of the Loan through anyone of the following modes which shall be specified in the **Sanction Terms**:
- (a) Post-dated cheques;
 - (b) NACH mandates (National Automated Clearing House) or ECS (Electronic Clearing System) as per the guidelines issued by the RBI; or
 - (c) Such other payment method approved by the Lender.
- 4.5. The Lender may, at its sole discretion, require the Borrower to adopt or switch to any alternative mode of payment and the Borrower shall comply with such request, without demur or delay.
- 4.6. The mode of payment or the payment mandates given by the Borrower under any payment mode cannot be cancelled or revoked by the Borrower without the prior written consent of the Lender. If the Borrower cancels or revokes (or attempts to cancel or revoke) such mandates without the prior written consent of the Lender, the Lender shall be entitled to initiate suitable criminal proceedings under the Negotiable Instruments Act, 1881 (or similar applicable laws).
- 4.7. Notwithstanding anything contained in the Loan Documents and irrespective of the mode of payment specified in the **Sanction Terms**, upon any default by the Borrower in payment of the Debt or one or more instalments on the Due Date or upon any non-realisation/ dishonour of a payment instrument, the Lender shall be entitled, without prejudice to its other rights under the Loan Documents, to declare that an Event of Default has occurred and present and/ or re-present

all or any of the payment instruments/ mandates (if any) issued by the Borrower in favour of the Lender.

- 4.8. The Borrower shall at all times maintain sufficient funds in his/ her bank account(s) to ensure that the payment instruments issued by the Borrower are not dishonoured and the instalments are received and realised by the Lender on the applicable Due Dates as per the Repayment Schedule.
- 4.9. Notwithstanding the mode of repayment/ payment selected by the Borrower in the **Sanction Terms**, the Borrower shall continue to remain liable and responsible at all times for ensuring the payment/ repayment of the Debt including all instalments and all other monies in respect of the Loan to the Lender. All amounts payable by the Borrower to the Lender under the Loan Documents shall be paid without any deductions whatsoever so as to enable the Lender to fully realise the amounts due on or before the respective Due Dates. The acceptance by the Lender of any payment which is less than the full instalment or other amounts due and owing at such time shall not constitute a waiver of the Lender's right to receive payment in full at such time or at any subsequent time or a waiver of any other rights whatsoever of the Lender under the Loan Documents.
- 4.10. The Borrower may, subject to prior approval by the Lender, be permitted to swap or exchange the post-dated cheques, payment mandates issued to the Lender with alternate post-dated cheques, payment mandates on another bank (as approved by the Lender) subject to payment to the Lender of the "payment instrument swap" charges as specified in the **Sanction Terms**.
- 4.11. The Borrower shall bear all direct and indirect taxes including GST ('goods and services tax') and other imposts, levies, interest (penal or otherwise), and duties including relevant registration and filing charges as may be levied from time to time by any statutory authority and all other costs and expenses whatsoever (including but not limited to any costs and expenses incurred by the Lender) in connection with:
 - (a) the application for and the grant and repayment of the Loan;
 - (b) the Loan Documents including this GTC;
 - (c) recovery and realisation of all amounts due and payable by the Borrower under the Loan Documents; and
 - (d) the Lender's representative's, agent's or lawyer's fees and expenses for any of the above.
- 4.12. The Borrower may prepay the entire outstanding Debt upon receiving the Lender's prior written approval. The Lender shall be entitled to impose such terms and conditions for prepayment of the Debt including prepayment charges at its sole discretion.

5. Representations and Warranties

The Borrower makes such representations and warranties as set out in this Clause 5 and acknowledges that the Lender has sanctioned and disbursed the Loan in reliance on such representations and warranties stated as follows:

- 5.1. The Borrower is duly authorised and competent to avail the Loan, and neither the Borrower, nor its representatives, or directors (where applicable) have been declared as defaulters by any financial institution or regulator.
- 5.2. No proceeding or litigation is initiated, subsisting or threatened by or against the Borrower which would have a material impact on their financial conditions including in respect of bankruptcy/insolvency proceedings.
- 5.3. All information provided by the Borrower to the Lender is true and complete in all material respects, are not misleading and do not omit any fact, the omission of which would make any fact or statement therein misleading.
- 5.4. All the licenses, permits, and authorizations required for carrying on its business, operations or projects, have been obtained, are in full force and effect, and the Borrower is in compliance in all respects with all the laws.
- 5.5. The Borrower has good title to or is otherwise entitled to use its assets, and except to the extent disclosed to the Lender, there are no encumbrances subsisting or in existence on any of the Borrower's assets.
- 5.6. The Borrower has complied in all respects with all the taxation laws in all jurisdictions in which it is subject to taxation and has filed all the tax returns and paid all the taxes and statutory dues, due and payable by it.
- 5.7. The Borrower herein acknowledges that the Interest, Penal Interest, and liquidated damages stipulated hereof, are reasonable and that they represent genuine pre-estimate of the loss expected to be incurred by the Lender, in the event of the breach of any terms and conditions of the Loan Documents.
- 5.8. The Lender may rely on the identity of the Borrower and of the Guarantor pursuant to the KYC verification process followed in accordance with applicable laws.
- 5.9. The Lender shall be entitled to rely upon Instructions (*defined below*) of the Borrower and of the Guarantor and the same shall be deemed to be valid Instructions from the Borrower or Guarantor (as applicable) for which the Lender shall not be required to inquire, investigate the validity or accuracy of such communications.
- 5.10. In the event of any disagreement or dispute between the Lender and the Borrower, regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Lender on any of the foregoing shall be final and binding.

6. Obligations of the Borrower

During the tenure of the Loan, the Borrower covenants and undertakes that it shall perform the following obligations as set out in this Clause 6. The Borrower acknowledges that the Lender has sanctioned and disbursed the Loan in reliance of the Borrower's covenants and undertakings as set out below (and elsewhere in the Loan Documents):

- 6.1. Each of the representations and warranties as set out in Clause 5 above, shall continue to hold true during the tenure of the Loan. The Borrower shall promptly notify the Lender upon becoming aware of any fact or circumstance which would cause an adverse effect on the Loan or result in either (a) breach of representations and warranties of the Borrower, (b) failure to perform any obligation under the Loan Documents, or (c) if there is any change in any of the information provided to the Lender pertaining to the Borrower.
- 6.2. The Borrower shall promptly notify the Lender upon receipt of (a) any notice, legal proceedings, or any such threatened action instituted against the Borrower which may have adverse effect on the Borrower or the performance of its obligations under the Loan Documents; or (b) any notice or petition under the Insolvency Code or other applicable laws on insolvency and bankruptcy.
- 6.3. The Borrower shall provide to the Lender with such information and documents pertaining to the Loan, its finances or other information and documents as may be required by the Lender. Further, if and when required by the Lender, the Borrower shall furnish a certificate from an independent chartered accountant acceptable to the Lender, regarding the end use of the Loan and certifying that the Loan has been utilised for the Purpose, and not diverted or applied for any other purpose, which certificate shall be in a form and manner as may be acceptable to the Lender.
- 6.4. The Borrower shall not (a) change its status and/ or amend its constitutional documents in a manner that may adversely affect the repayment of Loan under the Loan Documents; (b) cease to carry on its business; (c) sell, transfer or dispose of more than 50% (fifty) of its assets/ undertakings; (d) diversify or engage in any new business; (e) permit or accept the resignation of, or terminate, its promoters, whole-time director(s), managers or partners; (f) sell its majority shareholding/ capital interest assets to any third party (g) undertake any action that is likely to cause an adverse action under the Insolvency Code (h) issue any instructions to its bank that would hinder the Lender from appropriating the monies lying in bank account on which the payment instruments have been drawn towards repayment of the Debt; (i) challenge the validity of the Loan Documents; (j) fail to pay any assessments, taxes which are now or hereafter may be assessed, imposed, or payable on itself by the government, municipalities, or other authority and on demand produce to the Lender every receipt thereof; (k) without the prior written consent of the Lender, incur any further debt from, and/or encumber its assets in favour of, any person including a bank or financial institution.
- 6.5. The Borrower shall not withhold any amounts due to any disputes whatsoever under the Loan Documents and all amounts payable by it to the Lender shall be made free and clear of, and without deduction/ withholding for or on account of any tax or levy and without any set-off (except tax deducted at source (TDS) and withholding tax for which valid tax deduction certificates shall be promptly furnished). In case of any deficiency in payment, Lender shall not be liable to give credit in the Borrower's Loan account.
- 6.6. The Borrower shall allow the Lender and any of its officers, agents, employees or consultants to inspect and audit, at all reasonable time, the Borrower's business, premises, assets, documents and records and other materials pertaining to its business. The Borrower shall ensure full co-operation and assistance to the Lender or any person so authorized by the Lender, including allowing the taking of any copies or extracts, as may be required by the Lender or persons authorized by it.

- 6.7. The Borrower shall be fully responsible for ensuring the security of the authentication process of the details of the Borrower and the Guarantor and access to all modes of communication with the Lender.
- 6.8. The Borrower shall comply with any special conditions, covenants or obligations as set out in the **Sanction Terms**.

7. Events of Default

Upon the occurrence of any of the events as described in this Clause 7, the events shall be deemed to be an “**Event of Default**” for the purposes of the Loan Documents. The Borrower agrees and acknowledges that the Lender shall be entitled to (without being required to provide any notice to the Borrower) exercise one or more of the remedies set out in Clause 8 of this GTC if any Event of Default as set out below occurs:

- 7.1. The Borrower fails to repay the Debt (or part thereof) or any instalment on the Due Date or fails to pay any other monies including fees, premiums or charges due and payable under the Loan Documents.
- 7.2. Any information given by the Borrower and/ or the Guarantor including but not limited to, information given at the time of appraisal of the Loan, representation, and warranty, or statement made is incorrect or misleading in any respect, breach/ non-performance of any covenant, undertaking or obligations or there is any change in the information furnished by the Borrower to the Lender which in the opinion of the Lender shall adversely impact the Borrower, Borrower’s business or repayment of the Debt.
- 7.3. The Borrower and/ or the Guarantor is in breach of performance of any covenant, condition or agreement under the Loan Documents.
- 7.4. The Borrower revokes any payment instrument furnished to the Lender without the prior written consent of the Lender or if any payment instrument is rejected due to any defect which is not rectified promptly or if any payment instrument is dishonoured for any reason whatsoever.
- 7.5. The Borrower and/ or the Guarantor, are subject to any insolvency or bankruptcy proceeding under the Insolvency Code (or similar laws) including having taken or suffered any action for its re-organization, winding-up or dissolution, or if a resolution professional, receiver or liquidator (including provisional liquidator) has been appointed or allowed to be appointed over all or any part of the assets of the Borrower and/ or the Guarantor, or if any attachment or distraint has been levied on the assets of the Borrower and/ or the Guarantor or any part thereof, or certificate proceedings have been taken or commenced for recovery of any dues from the Borrower and/ or the Guarantor.
- 7.6. The Borrower and/ or the Guarantor commits default in relation to any indebtedness or statutory taxes and dues owed or enters into any compromise with its creditors or admits any inability in payment of its other debts.
- 7.7. Any Person acting singularly or with any other person (either directly or indirectly) acquires control of the Borrower either directly or indirectly, without the prior written approval of the Lender or if the assets of the Borrower are nationalized or attached or appropriated by the state.

- 7.8. The performance of obligations under the Loan Documents becomes void or illegal on part of either the Borrower, the Guarantor (if applicable) or the Lender.
- 7.9. Any event which with the passage of time is likely to become an Event of Default.

8. Remedies of the Lender in the Event of Default

The Borrower acknowledges that if any Event of Default as set out in Clause 7 of this GTC occurs, the Lender shall be entitled to (without being required to provide any notice to the Borrower) exercise one or more of the remedies set out in this Clause 8. The Lender may at its sole discretion give the Borrower a written notice to cure the Event of Default within a period of fifteen (15) days. The Lender shall exercise its rights under the Loan Documents as per the applicable laws.

- 8.1. Terminate the Loan Documents, accelerate the repayment of the Loan and declare the entire outstanding Debt to become immediately due and payable whereupon the same shall become due and payable by the Borrower. Notwithstanding any suspension or termination of the Loan Documents, all provisions of the Loan Documents for the benefit or protection of the Lender and its interests shall continue to be in full force and effect as provided in the Loan Documents.
- 8.2. **Levy Penal Interest on the amounts outstanding i.e., such Debt which is due and payable but has not been paid, from the date when the Event of Default occurred until the date when the Event of Default ceases to exist.**
- 8.3. Invoke any payment instruments/ mandates furnished by the Borrower and initiate appropriate civil and/ or criminal proceedings against the Borrower.
- 8.4. Invoke the guarantee (if any) and call upon the Guarantor to perform its obligations hereunder.
- 8.5. Exercise any other rights or remedies available to the Lender under applicable law.

9. Guarantee

- 9.1. The Guarantor irrevocably and unconditionally guarantees to the Lender, as a primary obligor and not merely as a surety,
 - (a) to promptly (but no later than 2 (two) Business Days) pay to the Lender without demur or protest, when called upon to do so, any amounts payable by the Borrower under the Loan Documents, and perform, comply, or procure the performance or compliance of all the other terms, conditions, and covenants contained in the Loan Documents;
 - (b) to indemnify and hold harmless the Lender for any losses suffered by the Lender by lending the Loan to the Borrower;
 - (c) to pay any losses, damages or expenses which may be suffered by the Lender by reason of an Event of Default; and
 - (d) in the event of delay in making payments in respect of the guarantee, the Guarantor shall pay the Penal Interest on the amounts payable, till such time the amount so payable is paid to the satisfaction of the Lender in the manner set out in the Loan Documents.

- 9.2. The Guarantor agrees that its obligations under the Loan Documents shall not be affected by,
- (a) failure by the Lender to exhaust any or all remedies against the Borrower or other third-party(ies);
 - (b) failure by the Lender to obtain other securities or contractual comforts;
 - (c) failure by the Lender to invoke payment instruments/ mandates or other security(ies) available with the Lender;
 - (d) invalidity of any of the provisions of the Loan Documents;
 - (e) any disputes under the Loan Documents;
 - (f) death, incapacity, insolvency, re-organization of the Borrower and/ or the Guarantor;
 - (g) the absence of or deficiency of power on the part of the Guarantor to give guarantees and/ or indemnities or any irregularity in the exercise of such powers; and
 - (h) any other circumstances which in law purports to release a guarantor from its obligations as a guarantor.
- 9.3. The Guarantor further agrees that any variation in the terms and conditions of the Loan or, any amendments, modifications, extensions, or waivers to/ under the Loan Documents or any waiver or indulgence shown to the Borrower and/ or any non-creation, release of any security shall be deemed to have been given or done after due notice to the Guarantor and with the Guarantor's consent.
- 9.4. The Guarantor hereby represents, warrants, and covenants that,
- (a) it is duly authorised and competent to provide this guarantee, and neither it, nor its representatives, or directors (where applicable) have been declared as defaulters by any financial institution or regulator;
 - (b) no proceeding or litigation is initiated, subsisting or threatened by or against the Guarantor which would have a material impact on their financial conditions including in respect of bankruptcy/ insolvency proceedings;
 - (c) any admission or acknowledgement in writing given or any part payment made by the Borrower in respect of the Loan shall be binding on the Guarantor and shall be treated as given on behalf of the Guarantor also;
 - (d) any demand(s) made by the Lender from time to time under the guarantee shall be conclusive proof of the Guarantor's liability to pay the amounts so demanded;
 - (e) it waives all claims and rights of subrogation, reimbursement, indemnification against the Borrower or their assets until all payment obligations of the Borrower have been fulfilled to the satisfaction of the Lender;

- (f) its claims against the Borrower shall be subordinate to the claims of the Lender and it shall not make any claim, in conflict with the Lender, during the insolvency or liquidation proceedings of the Borrower;
- (g) it shall hold all amounts received from the Borrower, in trust for the Lender until the Debt is repaid in full to the Lender, to the Lender's satisfaction;
- (h) it shall not substantially dispose of its assets, such that it has an adverse effect on its ability to perform its obligations under the guarantee;
- (i) all amounts payable by it to the Lender in respect of the guarantee shall be made free and clear of and without deduction/ withholding for or on account of any tax or levy and without any set-off (except tax deducted at source and withholding tax for which valid tax deduction certificates shall be promptly furnished);
- (j) it has satisfied itself of the financial capabilities of the Borrower;
- (k) it shall provide the Lender with such information and documents pertaining to itself, its finances, the Loan, or other information and documents as may be required by the Lender;
- (l) these obligations as set out hereunder will constitute valid and binding obligations of the Guarantor and be enforceable in accordance with their respective terms; and
- (m) in the event of any disagreement or dispute between the Lender, Borrower, and/ or the Guarantor regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Lender on any of the foregoing shall be final and binding.

9.5. This guarantee shall be a continuing guarantee until all obligations of the Borrower under the Loan Documents have been fulfilled to the Lender's satisfaction.

9.6. The Guarantor acknowledges and agrees that the Lender has granted the Loan to the Borrower at the Guarantor's request and basis its guarantee as provided hereunder.

10. Appropriations

Any payments made by or recovered from the Borrower and/ or the Guarantor or otherwise shall be appropriated in a manner deemed fit by the Lender, as per its policies.

11. Joint and Several Liability

The obligations of the Borrower and of the Guarantor under the Loan Documents shall be joint and several.

12. Set-Off and Cross-collateralisation

The Lender shall be entitled, without the requirement of any notice, to set-off any assets or monies secured/ lying with the Lender or any monies payable by the Lender to the Borrower against all dues of the Borrower with the Lender.

13. Time is the essence

Time shall be of the essence of the Loan Documents. All obligations of the Borrower and/ or the Guarantor shall be performed by the Borrower and/ or the Guarantor on or before the date so designated. If no date is designated for the performance of any obligation, the same shall be performed within the time provided under law or 3 (three) Business Days from the date when the Lender requires the performance of the obligation.

14. Assignment

The Borrower and/ or the Guarantor shall not assign or transfer all or any of its rights, benefits or obligations under the Loan Documents without the prior written approval of the Lender. The Lender shall be entitled to, at any time, assign, novate or transfer, the whole or part of its rights, benefits and obligations, under the Loan Documents (including security interest) including in respect of any securitisation or direct assignment transaction to any person, without requiring to further intimate the Borrower and/ or the Guarantor. In such an event, the Borrower and/ or the Guarantor agrees to perform all obligations to be performed hereunder, in favour of the assignee or transferee and shall at no point of time raise any objection regarding such assignment, securitisation or transfer.

15. Fees and Charges

- 15.1. The Borrower shall also pay to the Lender for all and any Fees and Charges including but not limited to any duties, taxes, charges, and penalties and/ or any increases in costs to the Lender by reason of (i) Loan Documents, collection of instalments and other amounts due from the Borrower under the Loan Documents but not paid, (ii) dishonour/ replacement of cheques and/ or other payment mandates and instruments, storage and sale of the same, (iii) enforcement of Lender's rights under the Loan Documents, (iv) any change in law, or in its interpretation or administration order, under or in relation to the Loan Documents, or (v) any loss suffered, sustained or incurred by the Lender in connection with any of the Loan Documents or the Loan granted to the Borrower, if and when the same is required to be paid according to the laws for the time being in force.
- 15.2. The Lender shall be entitled (but not obligated) to deduct the Fees and Charges along with applicable taxes thereon (if any) from the Loan Amount at the time of disbursement of the Loan.
- 15.3. In the event of the Borrower failing to pay the monies referred in this Clause 15, the Lender shall be at liberty (but shall not be obliged) to pay the same. The Borrower shall reimburse all sums paid by the Lender in accordance with the provisions contained herein. The Borrower shall reimburse all sums paid and/ or expenses incurred by the Lender (including by or on behalf of their representatives, consultants or appraiser) within 3 (three) Business Days from the date of notice of demand from the Lender. If unpaid within the above timelines, all such sums due and payable but not paid shall carry Penal Interest from the date of payment till such reimbursement.

16. Amendment

Notwithstanding anything stated to the contrary herein, the Lender shall be entitled to increase/ decrease the rate of Interest, Penal Interest rate, and the Fees and Charges after giving prior written notice to the Borrower, subject to such increase/ decrease not being contrary to the

directives, if any, issued by the RBI from time to time/ prevailing applicable law. The Lender shall be entitled to issue a revised Repayment Schedule to reflect the revised amounts payable on the Due Dates and/ or the revised last Due Date (due to an increase in the number of Due Dates). The Lender shall be entitled to modify any terms and conditions of the Loan Documents including this GTC. Such modification/ amendment shall be effective prospectively from the date of notice to the Borrower. The Guarantor (if any) acknowledges and agrees that any modification/ amendment shall be deemed to be binding on the Guarantor as well.

17. Indemnity

17.1 The Borrower and/ or the Guarantor shall indemnify and hold harmless the Lender and its directors, officers, and agents (“**Indemnified Parties**”), from and against any and all costs, expenses, direct or indirect claims, liabilities, demands and/ or claims whatsoever, including any third party claims for damages incurred as a consequence of occurrence of an Event of Default, breach of the terms of the Loan Documents or acts of omission and commission on the part of the Borrower, or otherwise on account of the Loan.

17.2 **Indemnity for electronic communication/Instructions:** The Lender shall be entitled to rely upon, act or omit to act in accordance with any directions, instructions and/ or other communication given in connection with the Loan by electronic means (including through the mobile application or web portal of the Lender) by the Borrower and/or the Guarantor (“**Instruction**”). The Borrower and the Guarantor are aware that electronic communications involve certain risks including unauthorized alteration of data and/ or unauthorized access by third parties thereof. The Lender may (but shall not be obliged to) act as aforesaid without inquiry as to the identity or authority of the Borrower/ Guarantor or the authorized person giving or purporting to give any Instruction or as to the authenticity of any electronic message and may treat the same as fully authorized by and binding on the Borrower and/or the Guarantor, as the case may be. The Borrower and the Guarantor shall indemnify the Indemnified Parties and keep them at all times indemnified from and against all actions, suits, proceedings, costs, claims, demands, charges, expenses, losses and liabilities howsoever arising in consequence of or in any way related to the Indemnified Parties having acted or omitted to act in accordance with or pursuant to any Instruction.

18. Waiver

Delay or omission by the Lender in exercising any of its rights shall not be construed as a waiver by the Lender. No delay in exercising or omission to exercise any right, power or remedy accruing to the Lender upon any default or otherwise under the Loan Documents shall impair any such right, power or remedy, or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Lender in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Lender in respect of any other default. The Loan Documents shall remain in full force and effect or be reinstated (as the case may be) if at any time payment or performance of any of the repayment obligations (or any part thereof) is rescinded, reduced or must otherwise be restored or returned by the Lender, all as though such payment or performance had not been made. The rights of the Lender under the Loan Documents may be exercised as often as necessary, are cumulative and not exclusive of their rights under the law and may be waived only in writing and at the Lender’s sole discretion.

19. Appointment of Service Providers

The Lender shall be entitled to appoint service providers and outsource any of its activities to them and share all or any information or documents relating to the Loan and Loan Documents. In the event of any grievance in respect of such service providers, Borrower and/ or the Guarantor shall be entitled to contact the Lender directly.

20. Confidentiality, Disclosure, and Cross-Selling

- 20.1. The Borrower and/ or the Guarantor agrees, accepts and consents for the disclosure and sharing by the Lender of all or any information pertaining to the credit facilities availed from the Lender including any financial information to be disclosed under the Insolvency Code as the Lender may deem appropriate and necessary to disclose and furnish, to the RBI and/ or any agency/ credit bureau authorized in this behalf by the RBI, to information utilities, to its professional advisers and consultants and to its service providers, third-party or otherwise, through written or oral communication including paper publication (with or without photographs) and/or as required under applicable law, at the order of a court of law, or any statutory, regulatory or supervisory authority of any jurisdiction. Where required under the Insolvency Code or other applicable laws, the Borrower and/ or the Guarantor agree to promptly authenticate the financial information submitted by the Lender as and when requested by an information utility or other institution authorised in this regard.
- 20.2. The Lender, its group companies, agents/ representatives would be entitled to provide the Borrower and/ or the Guarantor, its promoters, directors and employees, information on various products, offers, and services through any mode (including through telephone calls/ SMS (Short Message Service)/ emails).
- 20.3. In the event of a default, the Lender or the RBI shall have an unqualified right to disclose or publish the name and photograph of the Borrower and/ or the Guarantor and/ or its directors/ partners/ trustees as defaulters (including as wilful defaulters/ non-cooperative borrower) in such manner and through such medium as the Lender and/ or the RBI in their absolute discretion, may deem fit. The Borrower and/ or the Guarantor further agrees that the Lender may, as it deems appropriate and necessary disclose and furnish to the Credit Information Bureau (India) Limited (“CIBIL”) and any other agency authorized in this behalf by the RBI, all or any of the following:
- (a) information and data relating to the Borrower and/ or the Guarantor;
 - (b) the information or data relating to the loan facilities availed of/ to be availed, by the Borrower; and
 - (c) the information and details of the default, if any, committed by the Borrower and/ or the Guarantor, in discharge of the outstanding amounts under the Loan.
- 20.4. The Borrower and/ or the Guarantor agrees and undertakes that:
- (a) CIBIL and any other agency so authorized, may use, process the said information and data disclosed by the Lender in the manner deemed fit by them; and
 - (b) CIBIL and any other agency may furnish for consideration, the processed information, and data or products thereof obtained by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the RBI in this regard.

- 20.5. The Borrower and/ or the Guarantor hereby agrees and confirms that the Lender shall have the right to disclose and share any information pertaining to the Borrower and/ or the Guarantor including, but not limited to, credit facility/ies, constitution, net worth, shareholding of the Borrower and/ or the Guarantor with (i) any other bank(s)/ financial institution(s); (ii) any agent, contractor, third party service provider or professional advisor (wherever situated) of the Lender; (iii) any person to (or through) whom the Lender assigns or transfers or novates (or may potentially assign or transfer or novate) all or any of its rights or obligations under the Loan Documents; or (iv) any person to whom the Lender is required to make disclosure under the requirements of any law, regulation, guidelines or practice.
- 20.6. The Borrower and/ or the Guarantor accepts that the RBI or any other agency so authorized, any statutory, regulatory or supervisory authority, may use, process, disseminate the said information and data disclosed by the Lender in such manner as deemed fit by them in any particular circumstances and shall not hold the Lender responsible or liable in this regard.

21. Severability

Any provision of the Loan Documents including the GTC which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of the prohibition or un-enforceability but that shall not invalidate the remaining provisions of the Loan Documents including the GTC or affect such provision in any other jurisdiction.

22. Notices

Any notice pursuant to the Loan Documents shall be in writing and shall be deemed to be delivered (a) on delivery, when delivered personally or when sent by email (and no 'delivery failure notification' is received by the sender); (b) sent by certified or registered mail, or sent by a recognized courier, with acknowledgment due (in which case, the notice would be deemed to be delivered on the third (3rd) day post-dispatch). Notices to the Borrower and/ or the Guarantor shall be deemed to be received when sent to the addresses set out in the **Sanction Terms** and notices to the Lender shall be deemed to be received when actually received by the Lender at the address mentioned in the **Sanction Terms**.

23. Printing/ Electronic Evidence

The Lender may generate physical copies of the Loan Documents from its system or produce the Loan Documents in any other form at its discretion and the same shall be fully binding on the Borrower and the Guarantor. The Borrower and Guarantor shall have no objection to such Loan Documents' copies being produced by the Lender in evidence in any court, tribunal or otherwise, to evidence the arrangement between the Borrower, the Guarantor, and the Lender.

24. Jurisdiction

Subject to arbitration, only the courts and tribunals of Ahmedabad, Gujarat, shall have exclusive jurisdiction with respect to any suit, action or any other proceedings arising out of or in relation to the Loan Documents. Nothing contained in this clause shall limit any right of the Lender to commence any legal action or proceedings arising in relation to the Loan or the Loan Documents in any other court, tribunal or other appropriate forum, competent jurisdiction and the Borrower and/ or the Guarantor hereby consent to that jurisdiction.

25. Arbitration

- 25.1. Without prejudice to the other legal remedies available to the Lender under applicable law (including under the SARFAESI Act, 2002), any dispute arising out of or in connection with the Loan Documents shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 (as amended from time to time).
- 25.2. The arbitration shall be referred to a sole arbitrator appointed by the Lender. The seat and venue of the arbitration shall be Ahmedabad, Gujarat. The language of the arbitration and the award of the arbitrator shall be in the English language. The award of the arbitrator shall be final and binding on the Parties and the expenses of the arbitration shall be borne in such manner as the arbitrator may determine.
- 25.3. In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason/s, or his appointment or award being set aside by the court for any reason/s, it shall be lawful for the Lender to appoint any other arbitrator in place of the outgoing arbitrator in the manner aforesaid.

The contents of this General Terms and Conditions have been read out, explained, and interpreted to the Borrower and/ or the Guarantor and the same is understood by the Borrower and/ or the Guarantor.

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