

## Terms & Conditions

### 1. DEFINITIONS:

- 1.1. "Agreement" or "Loan Agreement" means and includes the agreement executed/ to be executed between the Borrower and the Lender in relation to the Loan.
- 1.2. "Agriculture" means the science or practice of farming, including cultivation of the soil for the growing of crops and the rearing of animals to provide food, wool, and other products.
- 1.3. "Agricultural Inputs" means seeds, fertilizers, manures, and agrochemicals purchased by the Borrower out of the proceeds of the Individual Livestock Loan disbursed by the Lender.
- 1.4. "Applicable Law" includes any law, directive, rule, regulation, guideline, circular, notification, clarification, guidelines, instruction, requirement, constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty, or other legislative measure having the force of law in any jurisdiction from time to time, and "lawful" and "unlawful" shall be construed accordingly.
- 1.5. "Applicant" means such person who has applied for Loan with the Lender, and shall, unless repugnant to the context, be deemed to include the Co-applicant(s).
- 1.6. "Application Form" shall mean, as the context may permit or require, the loan application form submitted to the Lender for applying and availing of the Loan.
- 1.7. "Lender" shall mean the NBFC, STK Credit Private Limited, a company incorporated under the provisions of the Companies Act, 2013 (CIN: U65990KA2021PTC155348) and a Non-Banking Financial Company within the meaning of the Reserve Bank of India Act, 1934, with its Registered Office and Head Office at HustleHub H1703, 4<sup>th</sup> Sector, 17<sup>th</sup> Cross Road, HSR Layout, Bengaluru, Karnataka – 560102.
- 1.8. "Borrower" means such person to whom the Lender has agreed to grant the Loan and who has availed the Loan, and shall, unless repugnant to the context, be deemed to include the Co-Borrower(s).

- 1.9. "Business Day" means a day on which the Lender and banks are open for business in the location from where the Loan is sanctioned.
- 1.10. "Business Unit" shall mean a shop or a house owned by the Borrower, and if it is a shop, then it should be properly registered (GST/Udyam/Shops & Establishment Registration/MSME Registration/Income Tax PAN/Any other statutory or government registration).
- 1.11. "Co-Borrower" means and includes the person who, along with the Borrower, shall be jointly and severally liable for repayment of the Outstandings and his/her/their obligation in relation to the Outstandings shall be concurrent with that of the Borrower in all respects as if he/she/they himself/herself/themselves was/were the Borrower, and accordingly, the Co-Borrower shall regularly and punctually pay to the Lender the installments as well as other dues payable under the Loan himself/herself/themselves in the event of default by the Borrower.
- 1.12. "Competent Authority" shall mean the Government of India ("Gol"), RBI (as defined herein) or the government of any other state of India or any ministry, department, local authority, statutory or regulatory authority, instrumentality, agency, corporation (to the extent acting in a legislative, judicial or administrative capacity or commission under the direct or indirect control of the Gol or RBI or the government of any other state of India or any political subdivision of any of them or owned or controlled by the Gol or the RBI or the government of any government of any other state of India or any of their subdivisions. Additionally, it encompasses any court, tribunal, or judicial body within India or any legislative, judicial, or executive authority, department, Ministry of Public or Statutory Person (whether autonomous or not), whether under the Gol or the RBI.
- 1.13. "Credit Information Company" refers to a company that has obtained a certificate of registration from the Reserve Bank of India (RBI) under Section 5 (2) of the Credit Information Companies (Regulation) Act, 2005.
- 1.14. "Credit Rating Agencies" refers to domestic credit rating agencies such as CARE, CRISIL, ICRA, and FITCH, as well as international credit rating agencies such as Moodys and Standard & Poor's. It also includes other credit rating agencies identified and/or recognized by the RBI from time to time and acceptable to the Lender.

- 1.15. "Due Date" refers to the date(s) on which the Obligors are required to pay the amounts related to the Outstandings to the Lender, as specified in the Facility Documents.
- 1.16. "Electronic Clearing System" or "ECS" or "ACH" is deemed to include the electronic transfer of funds through messages, images, electronic files, electronic cheques, plastic cards, or any other debit clearing service notified by the RBI, with the Borrower's written consent for facilitating the payment of EMIs.
- 1.17. "Equated Monthly Installments" or "EMI" refers to the periodic payments required to be made by the Borrower to the Lender on a monthly basis, as per the Agreement, to gradually repay the Loan with interest over the loan tenure.
- 1.18. "Facility Documents" include the Application Form, sanction letter (if any), these Terms & Conditions, the Agreement, and all other agreements, instruments, undertakings, deeds, writings, and documents executed or to be executed by the Obligors, the Lender, and any other relevant parties in relation to the Loan and the transactions contemplated under the Facility Documents. This also includes any modifications and amendments to these documents.
- 1.19. "Fixed Rate of Interest" refers to the fixed rate of interest applicable to the Loan, which is subject to review by the Lender.
- 1.20. "Agriculture Loan" refers to the Loan availed by the Borrower for purchasing agricultural inputs or promoting farming activities. This includes purchases of agricultural implements, payment of electricity charges for agricultural irrigation, charges for irrigation/ploughing/threshing, or labor costs.
- 1.21. "Personal Loan" refers to the Loan availed by the Borrower for their Personal or Family consumption purposes.
- 1.22. "Business Loan" refers to the Loan availed by the Borrower for their business needs related to their Business Unit. This includes purchases of inventory/fixed assets, asset improvement, renovation of business premises, or payment of rent/lease deposit for business premises.

- 1.23. "Home Improvement Loan" refers to the Loan availed by the Borrower for making improvements, expansion, repairs, renovation, or additional construction on their existing residential or commercial-cum-residential building.
- 1.24. "Livestock Loan" refers to the Loan availed by the Borrower for purchasing livestock to supplement and promote their animal husbandry activities. This includes purchases of cattle, feeds/fodder, equipment/machinery required for livestock business, or renovation/expansion of cattle sheds.
- 1.25. "InPrime" or "InPrime Finserv" is a brand owned by Lender
- 1.26. "Installment" refers to either PEMII (Pre Equated Monthly Installment Interest) or EMI, depending on the purpose for which the Loan is availed.
- 1.27. "Interest" includes the rate of interest charged by the Lender to the Borrower on the Loan, as specified in the Facility Documents.
- 1.28. "Late Payment Charges" refers to the amount that the Lender may levy at its discretion in case of non-payment by the Borrower on the Due Date. The specific terms and conditions regarding Late Payment Charges are mentioned in the Facility Documents. The Lender reserves the right to waive the collection of Late Payment Charges at its discretion.
- 1.29. "Livestock" refers to animals, such as cows and/or buffaloes, purchased by the Borrower using the proceeds of the Loan disbursed by the Lender. The number of livestock is mutually agreed upon.
- 1.30. "Loan" refers to the credit facility or facilities availed or to be availed by the Borrower from the Lender from time to time, as specifically outlined in the Agreement. This includes any Top-Up Loan/Additional Loan availed by the Borrower after the Effective Date, as well as any rescheduled loans. It also includes all interest related to the Loan. Please note that this Loan specifically excludes any other loans, whether prior or concurrent, taken by the Borrower from the Lender.
- 1.31. "Loan Amount" refers to the amount of Loan availed by the Borrower, as per the terms and conditions specified in the Facility Documents.

- 1.32. "Material Adverse Effect" refers to any adverse effect or consequence resulting from an event or circumstance that adversely impacts the Borrower's or any person's ability to fulfill their obligations in relation to the Loan, or that prejudices the Borrower's financial condition, as determined by the Lender.
- 1.33. "Micro Enterprises," "Small Enterprises," and "Medium Enterprises" have the meanings assigned to them under the Micro, Small and Medium Enterprises Development Act, 2006, or any amendments thereto.
- 1.34. "Obligors" refer to the Borrower, Co-Borrower(s), and any other person providing security, guarantee, indemnity, declaration, or undertaking in favor of the Lender in relation to the Loan.
- 1.35. "Outstandings" include all amounts payable by the Obligors to the Lender as per the Facility Documents. This includes the principal amount of the Loan, Interest, additional interest, stamp duties, taxes, expenses, fees, liquidated damages, indemnities, costs, charges, expenses, penalties and any other expenses incurred in connection with the Loan. This also includes legal fees, court costs, and any statutory or legislative charges or penalties incurred.
- 1.36. "Pre-closure" refers to the repayment of the entire Loan amount before the tenure stipulated in the Agreement, in accordance with the terms and conditions set by the Lender.
- 1.37. "Pre Equated Monthly Installment Interest" (PEMII) refers to the interest payable at the rate determined in the Agreement on the Loan from the date of disbursement until the day before the commencement of EMI.
- 1.38. "Processing Fee" refers to the initial payments determined at the discretion of the Lender, which may include documentation reimbursement, meeting expenses, applicable processing fees, and any other applicable taxes or charges levied by the Lender for Loan disbursal to the Borrower.
- 1.39. "Rate of Interest" refers to the interest rate applicable to the Loan, as specifically mentioned in the Agreement. This rate may be amended by the Lender from time to time in accordance with the Facility Documents.
- 1.40. "RBI" refers to the Reserve Bank of India.

- 1.41. "RBI Guidelines" include any guidelines, circulars, notifications, regulations, requirements, restrictions, decisions, determinations, interpretations, policies, or administrations related to taxation, monetary union, capital adequacy norms, income recognition, asset classification, provisioning norms, advances by banks and financial institutions, liquidity, reserve requirements, reserve assets, special deposit cash ratio, capital asset requirements, or any other form of banking, financial or monetary control issued or made by any Competent Authority having jurisdiction. This includes any guidelines issued by the RBI in connection with NBFC lenders in the private sector.
- 1.42. "Repayment" refers to the repayment of all Outstandings related to the Loan, as provided in the Agreement.
- 1.43. "Repayment Schedule" refers to the schedule of repayments, consisting of Equated Monthly Installments and their respective Due Dates. This schedule is specifically mentioned in the Agreement and printed on the loan card provided to the Borrower at the time of disbursement.
- 1.44. "Tax" includes all direct and indirect taxes, levies, imposts, duties, demands, cess, fees, revenues, surcharges, claims, public demands, charges, withholdings, penalties, or interests of a similar nature, whether present or future.
- 1.45. "Top-Up Loan" or "Additional Loan" refers to any additional loan amount applied for by the Borrower and granted by the Lender during the term of the Loan. It provides additional financial assistance to meet the Borrower's liquidity requirements during the Loan.
- 1.46. "Website" or "Official Website of the Lender" refers to the Lender's website, currently located at [www.inprime.in](http://www.inprime.in)

2. Interpretation: In the Agreement and these Terms & Conditions:

- i. References to the masculine gender include the feminine gender and vice versa.
- ii. The meaning of the terms used in the Agreement and these Terms & Conditions shall be equally applicable for both singular and plural forms.

- iii. Unless otherwise specified, reference to a Clause shall mean reference to that particular clause of the Agreement and/or these Terms & Conditions.
  - iv. Reference to any agreement, document, instrument, statute, enactment, ordinance, order, regulation, etc., shall be construed to include a reference to the amendments, extensions, re-enactments, supplementals, restatements, novations, and/or consolidations thereto from time to time.
  - v. Save and except as specifically provided in the Facility Documents, any determination regarding the materiality or reasonability of any matter, including any event, quantity, degree, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default, or otherwise, shall be made by the Lender in its sole and absolute discretion.
  - vi. All the Schedules, Annexures, and Exhibits to the Facility Documents shall form an integral part of the relevant Facility Documents.
  - vii. When there is more than one Borrower, the term "Borrower" shall include all such Borrowers, including Co-Borrowers, and the grammar in these Terms & Conditions shall be deemed to have been appropriately modified.
3. Loan: The lender may, at its sole discretion, provide a loan to the borrower, and the borrower agrees to borrow from the lender, as outlined in the Facility Documents. The loan amount will be determined based on the terms and conditions specified in the Facility Documents or as mutually agreed between the lender and the borrower. The lender may consider granting a Top-Up Loan or Additional Loan to the borrower, based on a specific application and factors such as the borrower's repayment records, financial position, and business viability. The borrower will need to execute additional loan documents related to the Top-Up Loan or Additional Loan. The repayment schedule for these loans may be revised by the lender, and the borrower will be required to adhere to the new schedule. It should be noted that the lender is not obligated to provide a Top-Up Loan or Additional Loan to all borrowers. If the borrower has an outstanding loan with the lender, the Loan will only be disbursed after the borrower closes the existing loan. In case the existing loan is not closed, the lender has the right to offset the dues from the Loan Amount. The borrower remains liable to repay the entire Loan Amount, including interest and other charges. Disbursement of the Loan or Top-Up Loan/Additional Loan may be made through various modes, such as account credit or other permissible methods, with the disbursement date considered as the date the proceeds are credited to the borrower's account or disbursed by the lender, whichever is earlier, even if it falls on a public holiday.

4. Repayment: The Borrower shall repay to the Lender, the Loan, together with accrued Interests applicable thereon from the date of disbursement, as and by way of EMI and all other Outstandings on or before the respective Due Dates in accordance with the Repayment Schedule as set out in the Facility Documents. The Repayment Schedule shall inter alia contain the EMI (comprising, inter alia, the principal and interest) and the repayment tenure as computed by the Lender from time to time. The Lender reserves the right to round off EMI received in fractions. This shall, at the discretion of the Lender, result in rounding off fraction of EMI amounting upto Paise 49 to the nearest lesser whole rupee denomination and fraction of EMI amounting more than Paise 50 (upto rupee 1) to the nearest higher whole rupee denomination. In the event any payment/re-payment would otherwise be due on a day which is not a Business Day, it shall be due on the immediate next Business Day. Subject to the terms and conditions under the Facility Documents, the repayment of all amounts under the Loan should be made within the tenure specified in the Facility Documents, in conformity with the repayment conditions stipulated by the Lender. The repayment may be made by direct debit from the relevant bank account of the Borrower or through any other mode as may be permitted by the Lender. The Lender may, at its discretion, permit payment through National Automated Clearing House Instructions ("NACH") or Electronic Clearing Service Instructions ("ECS") or Standing Instructions ("SI") linked to the Borrower's account with the Lender or through any other mode. The Borrower should execute requisite mandate for registering ECS/ACH/SI. The Lender may execute its rights under the ACH/ECS/SI on the Business Day falling on the previous or the subsequent day of the Due Date and the Borrower should at all times ensure that the funding account is having requisite credit balance to honor such ACH/ECS/SI. The Borrower shall have to execute requisite mandate for registering NACH/ECS/SI in this regard. Payment in cash will be permitted in case there is any technical error in execution of NACH/ECS/SI or the remittance relates to overdue payment or Pre-Closure. Notwithstanding the above, the Borrower shall have to pay to the Lender, on demand being made by the Lender, the balance then outstanding and owing to the Lender inclusive of all Interest upto the date of payment, together with any other charges as demanded by the Lender. In respect of the revisions to be carried out in the Repayment Schedule on account of revision of Rate of Interest, either the repayment tenure or the amount of the EMI shall be subjected to such changes as may be required to give effect to the variation. The EMI should be paid on or before the respective Due Dates. The Lender reserves the right to change the Due Date, during subsistence of the Loan, by notifying such change through electronic media or print media or through display made in the Lender's outlets/branches/offices/Website (the Lender shall ensure that such change does not cause prejudice to the Borrower). The Obligors shall, jointly and severally, ensure that the payment of the EMI is not stopped for any reason whatsoever. Payment of amount in excess of the stipulated EMI will be treated as pre-



payment, and the Borrower shall have to pay applicable pre-payment penalty stipulated by the Lender if they pay an amount in excess of the stipulated EMI. Lender will have complete right on the manner of appropriating any amount received from borrower in excess of stipulated EMI. The excess amount received by the Lender shall be accounted in the concerned account in any of the following manner, at the discretion of the Lender: (a) the excess amount will be appropriated towards the principal amount outstanding under the Loan as on the date of receipt of proceeds of such excess amount, in which case the principal amount under the Loan shall stand reduced to the extent of the amount so appropriated without prejudice to the liability of the Borrower to amortize the Loan in accordance with the Repayment Schedule, OR (b) the excess amount received by the Lender will be credited on the succeeding Due Date(s) (in conformity with the EMI mentioned in the Repayment Schedule) in the concerned account related to the Loan without prejudice to the liability of the Borrower to amortize the Loan in accordance with the Repayment Schedule. It is clarified that; the Lender reserves absolute rights to insist the Borrower to amortize the Loan only in accordance with the Repayment Schedule or to accelerate repayments.

5. Interest: The Borrower should pay interest on the Loan, from the date of disbursement of the Loan, at the rate specified in the Schedule forming part of the Agreement. The Interest on the Loan shall be charged at the Rate of Interest set out in the Facility Documents and the frequency of the Interest payment shall be as more particularly set out in the Facility Documents. The Interest calculated on the basis of the Rate of Interest may be rounded off to the next rupee, calculated on monthly rests. Interest shall be calculated on actual number of days taken as 365 (Three Hundred and Sixty-Five) a year. However, the Lender reserves the right to change the Interest calculation logic by notifying the same through display made in the Lender's outlets/branches/offices/Website. Interest shall be payable by the Borrower on a monthly basis as per the Loan Schedule. The Rate of Interest represents genuine pre-estimate of the loss expected to be incurred by the Lender in the event of non-payment of any monies by the Borrower and the Borrower shall be deemed to have acknowledged the genuineness and reasonability of the same.
6. Change in Rate of Interest: The Lender shall have, at its discretion, the right to change/reset/revise the Rate of Interest for the Loan product, at any time and from time to time as per its policy and/or the guidelines issued by RBI or applicable laws or regulations, if any. Further, in case there is any change in the law and/or regulatory requirements by the regulator applicable to the Loan pertaining to provisioning norms and/or risk weightage or based on the changes in the pricing policy of the Lender, then the Lender may change/reset/revise the Rate of Interest in accordance with and/or to ensure compliance with such

law/regulatory requirement. The Lender shall ensure that such changes are effected only prospectively. Any such change in the Interest rate and periodicity thereof shall be binding upon the Borrower.

7. **Charges/Fees:** All Processing Fees and charges shall be paid by the Borrower at the time of disbursement of the Loan by the Lender. Failing which, the Lender shall have the sole discretion of withholding any amount/s which may aggregate to the Loan Amount being disbursed. Any such Charges/Fees/Tax should be paid to the Lender by the Borrower forthwith upon debit, or along with the next following EMI. Even if the Borrower chooses not to avail the Loan, he/she/they shall remain liable to pay to the Lender the Processing Fees. Further, such Processing Fees will not be refundable under any circumstances. The Borrower shall also pay to the Lender applicable documentation charges, cheque/ECS/ACH/SI return charges, Late Payment Charges, and all such charges mentioned in the Agreement. The Borrower shall have to pay to the Lender, closure charges not exceeding the amount fixed by the Lender from time to time at the time of closure of the Loan, and this closure charge shall be applicable only for Loans in excess of the limit fixed by the Lender from time to time. All charges/fees will be subject to applicable Tax.
  
8. **Life Insurance of Borrower:** Borrowers of the Lender who wish to obtain life insurance cover for insuring the lives of the borrowers shall be free, on a voluntary basis, to opt for insurance coverage. The Lender will, under no circumstance, insist its borrowers to avail the insurance coverage. The Lender may administer life insurance through selected insurance companies, the list of which may change from time to time. Such insurance, subject to the guidelines of the concerned insurance company, would cover the lives of borrowers. Borrowers who wish to opt for such insurance coverage should peruse the relevant booklet containing the details of insurance companies with whom the Lender has a tie-up, the structure of sum assured, rate of insurance premium, etc., and clearly understand the benefits and de-merits of the insurance coverage prior to opting for insurance coverage. The Lender shall be a mere Master Policy Holder in regard to such insurance arrangement, and all issues pertaining to such insurance coverage, including the insurance premium, eligibility norms, insurance claims, etc., shall be governed by the terms and conditions of the Master Policy of the concerned insurer. Insurance coverage will not be available in case of drop-out or pre-payment of the Loan. All matters related to the Policy are subject to the terms and conditions of the Insurer. Any borrower opting for such life insurance being administered by the Lender may pay the applicable premium amount either by depositing with the Lender or by authorizing the Lender to deduct from and out of the proceeds of the Loan, for onward payment to the concerned Insurer(s). If the Borrower authorizes the Lender to deduct the premium from and out of the proceeds of

the Loan, the receipt thereof shall be issued by the Lender by way of making a suitable entry in the loan key fact statement provided to borrower. However, nothing contained herein shall cast any obligation on the Lender to insure the life of the Borrower or to renew the policy/ies. The Borrower shall be solely responsible to obtain credit shield, insuring his/her life and to get such policy/ies renewed from time to time. The Lender reserves the right (but not bound) to pay the premium on behalf of the Borrower in case of the Borrower's failure and get such amounts reimbursed by the Borrower. The Lender shall have the right to receive and adjust any payment that the Lender may receive in connection with any insurance policy/ies against the Loan and alter the Repayment Schedule as set out in the Facility Documents in any manner as it may deem fit notwithstanding anything to the contrary contained in the Facility Documents or any other document or paper.

9. Pre-closure: The Lender may, at its pure discretion, allow the Borrower to pre-close the Loan subject to the terms and conditions stipulated by the Lender from time to time.
10. Restriction of Liability: The sanction of the Loan is at the sole discretion of the Lender, and the Borrower shall not have any right to insist the Lender in this regard. The Lender does not undertake any obligation to finance any further credit requirements of the Borrower, whether such requirements arise on account of growth in business or otherwise. The Lender is not bound to disburse the Loan even if sanctioned, unless the Borrower conforms to the Conditions Precedent (discussed hereunder) and the terms and conditions governing the Loan. If the Borrower avails any additional facility and/or further Loan, the Lender shall be entitled to raise a separate demand towards Processing Fees, documentation charges, inspection charges, and all other charges for such additional facility and/or further Loan, as the case may be, and the Borrower shall be bound to pay such charges to the Lender, irrespective of the sanction or disbursement of such additional facility and/or further Loan.
11. Representations and Warranties: Each Borrower shall be deemed to have declared, represented, and warranted on a continuing basis that:
  - a) He/she is entitled and empowered to borrow the Loan and execute the Facility Documents.
  - b) No civil or criminal proceedings (including but not limited to insolvency proceedings) have been concluded, initiated, or are pending or threatened against him/her or his/her assets.

- c) He/she is not a defaulter/wilful defaulter or facing any proceedings for declaring as defaulter/wilful defaulter. If any lender initiates or threatens any action for declaring him/her as a wilful defaulter, the Lender shall have the right to take appropriate proceedings against him/her.
- d) The purpose for which the Loan is taken is not illegal, speculative, or nefarious.
- e) The Loan shall be utilized only for the purpose for which it is sanctioned and shall not be used for any illegal, anti-social, speculative purposes, including but not limited to participation in stock markets/IPOs, etc.
- f) He/she has paid and will pay when due all public demands, such as income tax, property taxes, and all other taxes and revenues payable to the Government of India or to the government of any state or to any local authority. As of the date of availing the Loan, there are no arrears of such taxes and revenues due and outstanding.
- g) Except to the extent disclosed to the Lender in writing, he/she is not a Director or relative of a Director or Senior Official of the Lender or any other bank, and no Director or Employee of the Lender or any other bank or their relative has any substantial interest in the activities carried out by him/her.
- h) The Borrower shall submit to the Lender a certification, in such form, mode, and manner stipulated by the Lender, regarding the end use of the Loan. The Lender shall have the right to take appropriate measures (including criminal action) against the Borrower if such certification is found to be wrong.
- i) The Borrower shall permit and cause the Lender to inspect the premises of the Borrower to ascertain the end use of the Loan. Each of the Representations and Warranties shall be deemed to be repeated by the Borrower on a continuing basis, including while availing the Top Up Loan/Additional Loan, until the closure of the Loan and the Top Up Loan/Additional Loan. Each Obligor shall be deemed to have represented and warranted to the Lender that he/she shall ensure strict compliance with the covenants/obligations in the Facility Documents by the Borrower.

12. Conditions Precedent: The Lender shall make any disbursement under the Loan subject to the fulfillment of the following conditions:

- a) The Obligors meeting the Lender's requirement of creditworthiness. The Lender shall be entitled to make or cause to be made market inquiries or Credit Bureau checks of such nature as the Lender may deem fit in this regard, and further, it shall be entitled to call for such credentials from the Obligors as may be required.

- b) The Obligors are in compliance with all the terms and conditions under the Facility Documents, and there exists no default or breach under the Agreement or any circumstance which may make it improbable for the Obligors to fulfill his/her/their obligations under the Facility Documents.
  - c) In relation to the Obligors, absence of any pending, ongoing, or threatened proceedings which, if adversely determined, may have an adverse effect on: (i) the ability of the Obligors to comply with the Facility Documents or (ii) the interests of the Lender.
  - d) Execution, filing, registration, and delivery, by the Obligors, of all Facility Documents in the form, manner, and substance acceptable to the Lender.
  - e) If required by the Lender or under any law provision, such evidence as may be acceptable to the Lender, the Borrower to satisfy the Lender: (i) about the utilization of the proceeds of the prior disbursements (if any) under the Loan and (ii) that the disbursement is required for and shall be utilized only for the purpose for which the Loan is sanctioned.
13. Event of Default: The occurrence of any of the following events shall constitute an event of default ("Event of Default"):
- a) Non-payment of amounts payable under the Facility Documents (including but not limited to EMI) on the relevant Due Date thereof. It is clarified that only the Due Date shall be reckoned for the purpose of guidelines of RBI on Income Recognition, Asset Classification, and Provisioning pertaining to Advances, irrespective of whether or not the Lender has granted at its discretion, a grace period (if any) for repayment of EMI.
  - b) Where any NACH/ECS/SI is not renewed before the relevant Due Date or if any payment made by the Obligors to the Lender falls short of the payment required to be made by the Borrower with respect to the amount due from the Borrower to the Lender.
  - c) Breach of any terms and conditions of the Facility Documents.
  - d) Any information given by the Obligors to the Lender while availing the Loan or as confirmed in the Facility Documents is found to be misleading or incorrect.
  - e) Failure of the Obligors to inform the Lender of the occurrence of any Event of Default or any event which, after the notice or lapse of time, or both, would become an Event of Default.
  - f) Any default by any of the Obligors under any credit facility agreement or arrangement entered into by the Obligor with the Lender, any bank, and/or financial institution/non-banking financial company, and/or other creditors, either under the Facility Documents or vice-versa ("Cross Default").

- g) Initiation or threatening of any proceedings for declaring the Obligor as insolvent or wilful defaulter or passing of any order passed against the Obligor thereunder.
- h) One or more events, conditions, or circumstances exist or shall have occurred which will have a Material Adverse Effect on the Loan.

The decision of the Lender as to whether or not an Event of Default has occurred will be final and binding upon the Borrower. The Borrower shall promptly notify the Lender in writing upon becoming aware of any default and any event which constitutes (or, with the giving of notice, lapse of time, determination of materiality or satisfaction of other conditions, would be likely to constitute) an Event of Default and the steps, if any, being taken to remedy it.

The basis for classification of the Loan as Special Mention Account ("SMA") categories shall be as follows (subject to the guidelines issued by RBI from time to time):

SMA Sub-categories Basis for classification – Principal or interest payment or any other amount wholly or partly overdue

SMA-0 : Up to 30 (Thirty) days

SMA-1 : More than 30 (Thirty) days and up to 60 (Sixty) days

SMA-2 : More than 60 (Sixty) days and up to 90 (Ninety) days

The basis for classification of the Loan as Non-Performing Asset ("NPA") shall be as follows (subject to the guidelines issued by RBI from time to time): Interest and/or installment of principal remains overdue for a period of more than 90 (Ninety) days.

- 14. The Lender is not obligated to provide any statements of the Loan account to the Borrower during the course of the Agreement or the Loan unless specifically requested by the Borrower. The Borrower shall pay such charges for this service as may be decided by the Lender from time to time.
- 15. Without being obligated to do so, the Lender shall be entitled to monitor the use/end use of the Loan, including through any auditor(s) or consultant(s) with necessary certification from them, as appointed by the Lender at its sole discretion and at the cost of the Borrower.
- 16. Remedies of the Lender:

- a) The remedies discussed herein shall be without prejudice to the rights and remedies available to the Lender under equity and under Applicable Law.
- b) Upon the occurrence of any Event of Default as specified in clause 13, the lender has the right to exercise such other rights and remedies as may be available to the Lender under law during the pendency of the loan including without limitation under Section 138 of The Negotiables Instrument Act, 1881 and under Section 25 (1) of Payment of Settlement System Act, 2007, and/or stipulate such other conditions as the lender deems fit
- c) If one or more of the events specified in this clause shall have occurred, the Lender may, by issuing 7 (Seven) days' notice in writing to the Borrower, declare that the principal amount of the Loan and all accrued Interest has become payable forthwith by the Borrower to the Lender. The Lender may, at its sole discretion, terminate the Agreement. The events triggering this action include:
- i. Failure of the Borrower to pay the loan or processing fee, insurance charge, and insurance premium or if any EMI or any other amount due remains unpaid for a period of 30 (Thirty) days from the Due Date.
  - ii. Breach of the terms and conditions and covenants under the Agreement or these Terms and Conditions by the Borrower.
  - iii. Any information/document submitted by the Borrower to the Lender is found false or incorrect.
  - iv. Adverse material change of the Borrower, as a result of which the Lender deems itself to be insecure or the Borrower has been declared insolvent, or there exists any other circumstance which, in the sole opinion of the Lender, jeopardizes the Lender's interest.
  - v. Usage of proceeds of the Loan by the Borrower for any purpose which may be deemed illegal, antisocial, or speculative, including but not limited to participation in stock markets/IPOs.
  - vi. Proceedings for misconduct are taken against the Borrower by any Government, Quasi-Government, or other authority.
  - vii. If the whereabouts of the Borrower are not known for a period of 30 (Thirty) days or more.
- d) If the Borrower fails to pay any amounts on the Due Date or which may be declared due prior to the Due Date or commits any other default under any agreement (including the Agreement) in favor of the Lender, the Lender shall, without prejudice to any of its rights under each of the agreements, be

absolutely entitled to exercise all or any of its rights under any of the agreements entered into by the Borrower in favor of the Lender. The Lender may withhold applicable amounts/documents of the Borrower and/or terminate, without any notice to the Borrower, any of the agreements (including the Agreement) in favor of the Lender at the sole discretion of the Lender.

- e) The remedies may be exercised by the Lender through its representatives, servants, officers, agents, third-party/recovery agents, and/or such other person as may be appointed by the Lender. The Lender shall, without prejudice to its rights to perform the remedies by itself, perform the remedies through its representatives, servants, officers, agents, third-party/recovery agents, and/or such other person as may be appointed by the Lender. The Lender may delegate to such representative, servant, officer, agent, third-party/recovery agent, and/or such other person all or any of its functions, rights, and powers under the Facility Documents relating to the administration of the Loan. This includes the rights and authority to collect and receive, on behalf of the Lender, from the Borrower all dues and unpaid installments and other amounts due by the Borrower under the Facility Documents. The Lender is also authorized to perform and execute all lawful acts, deeds, matters, and things connected therewith and incidental thereto, including sending notices, contacting the Borrower, receiving cash/cheques/drafts/mandates, etc., from the Borrower, and giving valid and effectual receipts and discharge to the Borrower. For the purposes aforesaid or for any other purposes at the discretion of the Lender, the Lender shall be entitled to disclose to such third parties all information pertaining to the Obligors and the Loan. Notwithstanding the above, the Lender (and/or any such third party as the Lender may select) may contact any third parties (including the family members of the Obligors) and disclose all necessary or relevant information pertaining to the Obligors and the Loan. The Obligors shall have the right to disagree with this right of the Lender at any time, and the Lender shall consider such requests if the Obligor serves upon the Lender requisite request in writing in advance in this regard.

17. Assignment: The Borrower shall not be entitled to assign their rights and/or obligations under the Facility Documents to anyone. However, the Lender shall be at liberty to assign its rights and/or obligations or to shift, at its discretion, without notice to the Borrower, from time to time a part or portion or the whole of the Outstandings in the limit/s of the Loan.

18. In the event of any dispute, controversy, or claim arising from or related to the Agreement entered between the Borrower and Lender, including its formation, interpretation, breach, termination, or validity,



the Borrower & Lender agree to resolve such matters through arbitration pursuant to the Indian Arbitration and Conciliation Act, 1996. The arbitration shall be presided over by a sole arbitrator, appointed by the Lender. The arbitration proceedings shall be conducted in Bangalore, Karnataka, India, with the language of arbitration being English or any other language agreed upon by both the Borrower & Lender. The decision rendered by the arbitrator shall be final, binding, and enforceable, and the arbitrator shall not be obligated to provide reasons for the award. In the event of the death, unwillingness, refusal, neglect, inability, or incapacity of the appointed arbitrator to fulfill their duties, the Lender reserves the right to appoint a replacement arbitrator, who shall then act as the sole arbitrator for the dispute resolution process.

19. The Lender shall have the right to retain or destroy, at its sole discretion, the documents/information submitted by the Borrower in connection with the Loan upon closure of the Loan.
20. Governing Law & Jurisdiction: These Terms and Conditions and the Facility Documents shall be construed in accordance with the law in force in India. If any controversy or dispute should arise between the Parties in performance, interpretation, or application of the Terms and Conditions and the Facility Document involving any matter, the same may be resolved amicably between the Parties. Any or all disputes arising out of the Terms and Conditions and the Facility Document shall be subject to the sole and exclusive jurisdiction of the Courts and Tribunals within whose jurisdiction the branch/office of the Lender from which Borrower has their Loan account is situated.
21. Notice: Any notice or request or communication to be given or made by a party to the other shall be in writing and shall be sent to the concerned party(s) at the address mentioned/specified in the Agreement. The notice/request/communication sent by the Borrower should be by way of pre-paid registered AD post/speed post and to be sent to the address of the Lender (mentioned in the loan card) and shall be deemed to have been received by the Lender when it is actually received by the Lender at the address. The notice/request/communication sent by the Lender may be sent in any manner that the Lender may deem fit and proper (in its sole and absolute discretion), and the same shall be deemed to have been received by the Borrower: (a) if given by post on the expiration of 2 (Two) days after the same shall have been delivered to the post office, and for proving the service, it shall be sufficient to show that the envelope containing the notice was properly addressed and posted, and (b) if delivered personally, when left at the address of the Borrower (mentioned in the Agreement), and a certificate by an officer of the

Lender who sent such notice or communication that the same was so given or made shall be final, conclusive, and binding on the Borrower.

22. Miscellaneous: (a) The Lender shall, without prejudice to its rights, be absolutely entitled and have full powers and authority to appoint one or more third parties of the Lender's choice to transfer and delegate to such parties the right and authority to collect on behalf of the Lender the installments, charges, unpaid amounts, and other sums due to the Lender under the Facility Documents. (b) Any amendment/alteration/modification in the Loan, Rate of Interest, additional interest, Amount of Installment, Number of Installment, or any other condition related to the Loan shall be deemed to have been substituted herein the Facility Documents immediately upon such amendment/alteration/modification by the Lender. (c) The Obligors shall comply, jointly and severally, with all applicable laws and regulations from time to time in force, including any amendments, modifications, or changes thereof, which may be made to any such laws and regulation.

23. Other Conditions:

- a) In case the Borrower has to discontinue the activity for which the Loan was availed for any reason attributable to their default, negligence, misbehavior, or otherwise, or by an act of God or due to unforeseen circumstances, or if they become incapacitated to continue the activity for which the Loan was availed, the Outstanding under the Loan shall be repaid immediately upon demand by the Lender.
- b) The Borrower shall inform the Lender of any change in their financial condition that is likely to affect the Lender's decision to continue the Loan. For this purpose, the Borrower shall furnish to the Lender, on an annual basis, copies of the income-tax returns or any payment of tax and/or such other documents as may be requested by the Lender.
- c) The Borrower shall promptly give written notice to the Lender of (i) any dispute that might arise between the Obligors and any person or any governmental body or authority, and (ii) any material circumstances affecting the ability of the Obligors to repay the Loan in the manner stipulated by the Lender.
- d) The Obligors shall, at the Lender's request, submit such further documents, information, matters, and things as the Lender may consider necessary.
- e) The Obligors shall, at the Lender's request, do, perform, and execute such acts, deeds, matters, and things as the Lender may stipulate from time to time.

- f) The Obligors shall be deemed to have confirmed that the documents and true copies thereof submitted to the Lender are genuine. The Lender shall have the right, at any time, to call for or require verification of originals of any/all such copies.
- g) The Obligors shall jointly and severally bear all costs of making good any deficit in stamp duty on the Facility Documents and other documents executed in relation to the Loan.
- h) The Lender may use the contact number/email ID of the Obligors in connection with transactional, promotional, as well as service-related calls or messages.

24. Other Disclosures:

- a) The Lender is committed to transparency and Fair Lending Practices.
- b) The Borrowers are not under obligation to sign the Agreement or other documents forming part of the loan transaction unless all blank spaces therein are duly filled in with relevant particulars to the satisfaction of the Borrowers.
- c) The Lender never insists the Obligors to submit any document, instrument, or valuable items other than what are discussed in these Terms and Conditions.
- d) The Lender issues a receipt for any amount collected from the Borrowers in physical or digital formats.
- e) No Security Deposit/Margin is being collected from the Borrower.
- f) The pricing of the Loan involves only three components, namely the interest charge, the processing charge, and the insurance premium (which includes the administrative charges in respect thereof).
- g) Customers who are facing serious debt repayment problems for reasons beyond their control can approach the branch for rescheduling their Loans.
- h) The grant of the Loan is not linked to any other product/services offered by the Lender or a third party.
- i) The privacy of Borrowers' data will be respected, subject to the covenants in the Loan Agreement. The Borrower shall have the right to dissent from sharing their personal details with the entities mentioned in the Loan Agreement, and the Lender shall consider such requests if the Borrower serves upon the Lender a requisite request in writing in this regard.

25. The Borrowers may contact the number +917892601948 for clarifications or if they observe inappropriate behavior or demands that do not conform to the above-referred Other Disclosures by any of the staff of the Lender. The Borrower may also approach the Registered office of the Lender.

The Borrower is informed that a copy of these Terms and Conditions is available at branches of the Lender for reference purposes. The Borrower is specifically informed that they are not under obligation to accept/acknowledge/agree to/sign the Facility Documents (which include these Terms and Conditions) unless they read, understand, and convince themselves about the terms and conditions of the Facility Documents, and they fully agree with the clauses therein.