

The General Terms and conditions as defined under Clause 1.1.4 of the Business Loan Facility Agreement applicable to the Business Loan Facility, executed / proposed to be executed with Edelweiss Retail Finance Ltd, the Lender herein. These “General Terms” are duly registered on 27th June 2022 with the Sub-Registrar of Assurance, Joint Sub-Registrar Kurla No 2, Mumbai vide registration no. KRL-2/11824/2022 in book no. 01 Serial No. 11824, Registration Year 2022.

The General Terms shall be deemed to form integral part of this Business Loan Agreement and shall be read in conjunction and concurrently as if they are specifically incorporated therein

Edelweiss Retail Finance Limited

CIN: U65990MH2005PLC154854
Regd. Off: Tower 3, Wing B
Kohinoor City Kiroi Road,
Kurla (W) Mumbai 400070
Tel: +91 22 4272 2200

370/11824

पावती

Original/Duplicate

Monday, June 27, 2022

नोंदणी क्र.: 39म

10:57 AM

Regn.:39M

पावती क्र.: 12625 दिनांक: 27/06/2022

गावाचे नाव: कुर्ली

दस्तऐवजाचा अनुक्रमांक: करल2-11824-2022

दस्तऐवजाचा प्रकार: डिक्लरेशन

सादर करणाऱ्याचे नाव: एडेलवार्ड्स रिटेल फायनान्स लिमिटेड चे असिस्टंट व्हाईस प्रेसिडेंट संदिप-
राऊतराय

नोंदणी फी रु. 100.00

दस्त हाताळणी फी रु. 900.00

पृष्ठांची संख्या: 45

एकूण: रु. 1000.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

11:12 AM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक कुर्ली २

बाजार मूल्य: रु.1/-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

सह दुय्यम निबंधक कुर्ली-२

सह उपनगर पालिका

1) देयकाचा प्रकार: DHC रकम: रु.900/-

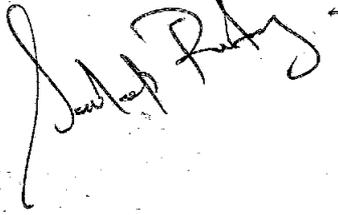
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2706202201748 दिनांक: 27/06/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु.100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004004084202223E दिनांक: 27/06/2022

बँकेचे नाव व पत्ता:



cross=gnfsS72znHC

6/27/2022



27/06/2022

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 2

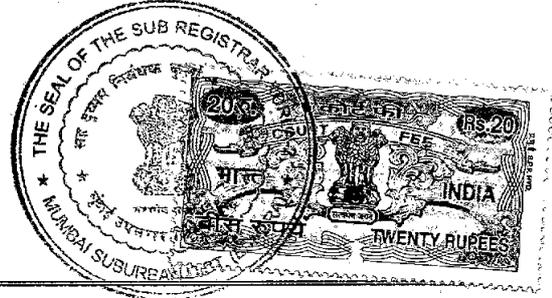
दस्त क्रमांक : 11824/2022

नोंदणी :

Regn:63m

गावाचे नाव : कुर्ला

(1)दिलेखाचा प्रकार	डिक्लरेशन
(2)मोबदला	0
(3) बाजारभाव(माडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नसुद करावे)	1
(4) मू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :, इतर माहिती: दस्तात नसुद केल्याप्रमाणे((C.T.S. Number : - ;))
(5) क्षेत्रफळ	1) 0 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-एडेलवार्डस रिटेल फायनान्स लिमिटेड चे असिस्टंट व्हाईस प्रेसिडेंट संदिप राऊतराय वय:-37; पत्ता:-प्लॉट नं: ऑफिस, माळा नं: टॉवर 3, विंग बी, इमारतीचे नाव: कोहिनूर सिटी, ब्लॉक नं: कुर्ला पश्चिम,मुंबई, रोड नं: किरोळ रोड, महाराष्ट्र, मुंबई. पिन कोड:-400070 पॅन नं:-AACCA2844D
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	
(9) दस्तऐवज करून दिल्याचा दिनांक	27/06/2022
(10)दस्त नोंदणी केल्याचा दिनांक	27/06/2022
(11)अनुक्रमांक,खंड व पृष्ठ	11824/2022
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	500
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14)शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:- मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारनुसार आवश्यक नाही कारणचा तपशील दस्तप्रकारनुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- Affidavit

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण
दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे.
या व्यवहाराचे विवरण पत्र ई-मेल द्वारे वृहत्सुंबई महानगरपालिकेस पाठविणेत आलेला आहे.
आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document.

Details of this transaction have been forwarded by Email (dated 27/06/2022) toMunicipal Corporation of Greater Mumbai.

No need to spend your valuable time and energy to submit this documents in person.

सह दुय्यम निबंधक कुर्ला-२
मुंबई उपनगर जिल्हा

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Edelweiss Retail Finance Limited	eChallan	03006172022062700224	MH004004084202223E	500.00	SD	0002039448202223	27/06/2022
2		DHC		2706202201748	900	RF	2706202201748D	27/06/2022
3	Edelweiss Retail Finance Limited	eChallan		MH004004084202223E	100	RF	0002039448202223	27/06/2022

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]



CHALLAN
MTR Form Number-6



GRN	MH004004084202223E	BARCODE			Date	27/06/2022-10:13:03	Form ID	25.2
Department				Inspector General Of Registration				
Type of Payment				Stamp Duty Registration Fee				
Office Name				KRL2_JT SUB REGISTRAR KURLA NO 2		Payer Details		
Location				MUMBAI		Full Name		
Year				2022-2023 One Time		Edelweiss Retail Finance Limited		
Account Head Details				Amount In Rs.		Premises/Building		
0030045501 Stamp Duty				500.00		Road/Street		
0030063301 Registration Fee				100.00		Area/Locality		
						Town/City/District		
						PIN		
						4 0 0 0 9 8		
						Remarks (If Any)		
						SecondPartyName=N A		
Total				600.00		Amount In Words		
						Six Hundred Rupees Only		
Payment Details				PUNJAB NATIONAL BANK		FOR USE IN RECEIVING BANK		
Cheque/DD Details				Bank CIN		Ref. No.		03006172022062700224 383689024
Cheque/DD No.				Bank Date		RBI Date		27/06/2022-10:16:27 Not Verified with RBI
Name of Bank				Bank-Branch		PUNJAB NATIONAL BANK		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

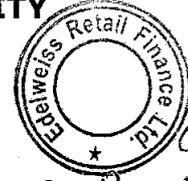


Department ID : Mobile No. : 0000000000
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी सदर चलन लागू नाही.

Handwritten signature



GENERAL TERMS AND CONDITIONS OF FACILITY AGREEMENT



Sandeep Rautray

KNOW ALL MEN BY THESE PRESENTS THAT I, Shri SANDEEP P. RAUTRAY Son of Shri D.N. RAUTRAY, resident of 9901, B WING, ALPINE, KANDIVALI EAST, being the authorized signatory of Edelweiss Retail Finance Limited, a Non-Banking Finance Company incorporated under the provisions of the Companies Act, 1956 having its registered office at Edelweiss Retail Finance Limited, Tower 3, Wing B, Kohinoor City, Kiroil Road, Kurla West, Mumbai - 400 070 (hereinafter referred to as "the said Company") and duly registered with the Reserve Bank of India ("RBI") vide Registration Number N-13.01831, have been duly authorized vide Delegation of Power dated 6th May, 2022, do hereby declare and state that I am making this Declaration on behalf of the said Company.

**ARTICLE - 1
APPLICABILITY**

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The General Terms and Conditions (the "General Terms") set out herein shall be applicable to the Business Loan Facilities granted / provided by Edelweiss Retail Finance Limited (hereinafter referred to as "ERFL" or "Lender") to the Borrower(s). The General Terms shall be read in conjunction with the Business Loan Agreement, relevant Schedule/s thereto and other related Transaction Documents and forms part of the Transaction Documents.

All the provisions as contained in these General Terms shall have full force and effect till all monies due from the Borrower/s to the Lender under the Business Loan Agreement, relevant Schedule/s and other related Transaction Documents (hereinafter referred to as the "**Agreement**") and shall be binding on all Borrower(s) when avail of any kind of loan from ERFL/ Lender and are paid / repaid in full to the satisfaction of ERFL / Lender.



**ARTICLE - 2
CONSTRUCTION**

In this Agreement: -

- 2.1 Any reference to the Lender shall include references to the Lender's nominee(s), Successor(s) and assign(s) as the context may require;
- 2.2 any reference to the Agreement and/or any other agreement or document(s) in these General Terms shall be construed, as a reference to the Business Loan Agreement, and such agreement(s) or document(s) as the same may

Sandeep Rautray



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have ~~been~~ amended, varied, supplemented or novated in writing at the relevant time;

- 2.3 A provision of law is a reference to that provision as amended or re-enacted;
- 2.4 A section or a Schedule is a reference to a section or a schedule to the Business Loan Agreement;
- 2.5 words importing the plural shall include the singular and vice-versa;
- 2.6 Schedule/s are to be construed as references to the Schedule/s of the Agreement and forms integral part of the Agreement and any supplementary or additional Schedule/s, from time-to-time executed by the parties and references to the Agreement include references to its Schedule/s and other related Transaction Documents;
- 2.7 A Person shall be construed as including references to an individual, firm, company or other body, whether incorporated or not;



Index and the headings in these General Terms are for convenience and are to be ignored in construing this Agreement.

ARTICLE - 3

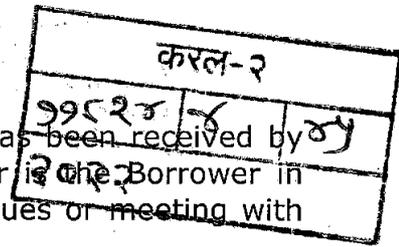
BORROWER(S) REPRESENTATION & WARRANTIES

The Borrower(s) hereby represents, declares and warrants as follows: -

- 3.1 The Borrower(s) is a lawfully existing entity under Indian Law conducting its business in compliance with the applicable Laws and Regulations capable of entering into and discharging obligations under this Agreement;
- 3.2 The Borrower(s) is of good financial standing and in a position to meet its ongoing obligations and (a) has not been served with (or threatened with) a notice of insolvency or bankruptcy; (b) no petition has been filed or action initiated by the Borrower(s) or any of the Borrower's creditors or any outside party towards the Borrower's insolvency or winding-up or bankruptcy or for declaration or registration as a Sick Company under the provisions of the Insolvency & Bankruptcy Code, 2016 or any other similar legislations in force; (c) the Borrower's name is not included in a Defaulter List, published by Reserve Bank of India (RBI), Credit Information Bureau (India) Limited (CIBIL) or any other credit bureau or authority under law or regulation indicating persons in or connected with default, irregularity or violation of any kind;
- 3.3 The Borrower(s), its business and the purpose for which the Loan is to be utilized does not violate any Law, statute, order, decree, rule, regulation, byelaw, notification, policy or guideline of the Central or State Government or any authority applicable to the Borrower(s);



Sanjeev Patil



- 3.4 There has not been any claim which has been received by the Borrower nor is the Borrower in default in respect of payment of any dues or meeting with any obligation;
- 3.5 The Borrower(s) declares that all information given in the application for the Loan and the supporting documents including KYC documents is absolutely correct, true and complete and no misrepresentation, either directly or otherwise, has been made. ERFL shall be entitled to take such action as it deems fit in the event the Borrower(s) provides any inaccurate, false information to ERFL and/or misrepresents in any manner whatsoever any inaccuracy or falsehood or misrepresentation on the part of the Borrower(s);
- 3.6 Except to the extent disclosed to ERFL: (a) all the Borrower's contracts or agreements with or any commitments to, any affiliates or group companies (if applicable) are on arms lengths basis; (b) no director or a relative/ near relation (as specified by RBI) or a director of a finance company (including ERFL) or a relative/ near relation (as specified by RBI) of a senior officer of the finance Company (as specified by RBI) is: - a partner of the Borrower(s), or of a subsidiary of the Borrower(s), or a guarantor on behalf of/for/to the Borrower(s) or holds substantial interest, in the Borrower(s) or a subsidiary or the holding company of the Borrower(s);
- 3.7 The Borrower(s) shall pay all duties, levies, costs and other expenses incurred or suffered by ERFL in the course of and/or for reason of providing the Loans and/or other sums to the Borrower(s) including the costs, expenses (including attorney's fees) for enforcing this Agreement or for recovery of the Loan and all amounts payable under this Agreement;
- 3.8 These representations, declarations and warranties shall be deemed to be repeated every day during the life of the Loan; affiliates or group companies (if applicable) are on arms lengths basis; (b) no director or a relative/ near relation (as specified by RBI) of a director of a finance company (including ERFL) or a relative/ near relation (as specified by RBI) of a senior officer of the finance company (as specified by RBI) is: - a partner of the Borrower(s), or of a subsidiary of the Borrower(s), or a guarantor on behalf of/for/to the Borrower(s) or holds substantial interest, in the Borrower(s) or a subsidiary or the holding company of the Borrower(s);



ARTICLE - 4

THE LOAN, REPAYMENT & CREDIT SHIELD

- 4.1 Relying on the representations, information, declarations and warranties made by the Borrower(s) hereinabove and

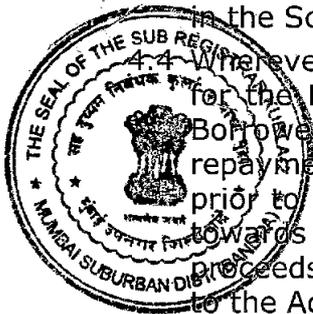
Sandeep Datta



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in the Loan Application together with supporting documents including KYC documents thereof, ERFL agrees to lend to the Borrower(s) the sum as specified in Schedule to the Agreement and subject to the terms and conditions contained herein and the Agreement and in the Schedule thereto for the business requirement of the Borrower(s), which loan is hereinafter referred to as the "Loan";

- 4.2 ERFL shall be entitled, in its sole discretion, to amend any one or more of the terms and conditions of this General Terms, the Agreement and Schedule/s thereto (including but not limited to the rate of interest, method of computation of interest, pre-closure charges, cheque return charges etc.) and also cancel and withdraw the Loan in full or part, by assigning a reason or giving a prior notice and to be effected prospectively;
- 4.3 The Loan shall be disbursed by ERFL in the manner as described in the Schedule to the Agreement and repayable by the Borrower(s) by way of monthly instalments as stated in the Schedule.



4.4 Whenever the Borrower(s) has agreed to avail credit shield for the Loan (i.e. insurance on the life of an individual as Borrower for the benefit on it available to ERFL towards repayment of the Loan in the event of the Borrower's death prior to repayment of the Loan or otherwise), the premium towards such insurance will be paid by ERFL from the proceeds of the Loan amount as described in the Schedule to the Agreement.

ARTICLE - 5

INTEREST & COSTS

- 5.1 All amounts borrowed under the Loan and not due and payable (thus not in default) shall attract interest computed on daily outstanding and charged monthly at monthly rests at such rate as stated in the Schedule to the Agreement as may be amended or determined by ERFL from time-to-time at ERFL's sole discretion and payable by equated monthly instalment (EMI) as stated in the said Schedule;
- 5.2 An amount due but not paid and outstanding (thus in default) shall attract interest at default Penal interest rate as stated in the Schedule to the Agreement and charged in the same manner as for the amounts not in default and in such a case such further interest would be the tenure of the loan / number of instalments will be re-adjusted;
- 5.3 The Loan shall further attract one time processing fees (which shall be deducted by ERFL at the time of disbursement of the Loan or by collecting advance money from the Borrower as the case may be), pre-closure (i.e. pre-payment or payment ahead of previously agreed repayment schedule) and other charges as specified in the Schedule to the Agreement as may be amended or determined by ERFL



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from time-to-time at ERFL's sole discretion and to be effected prospectively with notice;

- 5.4 The Loan shall further attract tax / levy as may become applicable in terms of relevant laws;
- 5.5 ERFL shall be entitled to recover from the Borrower, all amounts due but not paid by the Borrower to the debit of the Borrower's account with any branch of ERFL;
- 5.6 ERFL shall be entitled to recover from the Borrower all amounts demanded to ERFL or incurred by ERFL in relation to the Loan and documentation in relation to the Loan including but without limitation to the stamp duty and penalty and cost of enforcement of security and recover the amounts due under the Loan.

ARTICLE - 6

BORROWER'S COVENANTS AND UNDERTAKINGS

The Borrower covenants and undertakes with ERFL as follows:-

- 6.1 To conduct its business with honesty, integrity, diligence and efficiency in compliance with applicable laws and regulations and to keep ERFL informed about major business developments as may occur from time-to-time;
- 6.2 To maintain books of accounts and other records relating to its business as statutorily required and in keeping with the customary practices in the line of the Borrower's business so as to reflect the true and correct position of the Borrower's business and property and to have its accounts periodically (but not longer than annually in any case) audited by chartered accountants of repute;
- 6.3 To allow ERFL or any of its nominees, agent, representatives to inspect such books and records and furnish to ERFL information as may be required by ERFL from time-to-time;
- 6.4 To utilize the Loan for the purpose for which it is granted as stated in the Agreement and shall warrants not to utilize the Loan for any antisocial, unlawful, or speculative purposes;
- 6.5 To observe the terms and conditions of the Agreement and any further document executed pursuant hereto and to notify ERFL forthwith upon its knowledge about any Event of Default or any other breach or default in respect thereof.

ARTICLE - 7

EVENTS OF DEFAULT

At the option of ERFL and without necessity of any demand upon or notice to the Borrower(s), all of which is hereby expressly waived by the Borrower(s) and notwithstanding anything contrary contained in the Agreement and the Schedule thereto or any other Loan Document, the entire Obligations including interest, costs,

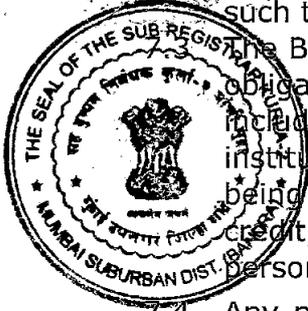
Sandeep R. Bhatnagar



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expenses etc., shall become payable immediately forthwith irrespective of any agreed maturity upon the happening of any of the following events (each such event is hereinafter referred to as "Event of Default"):

- 7.1 The Borrower(s) fails to pay to ERFL the Loan or any fee, charges or costs in the manner herein contained, when due and payable under the Agreement including but not limiting to any EMI or any other amount due hereunder or otherwise remains unpaid to ERFL;
- 7.2 The Borrower(s) commits a default of any of the terms and conditions in respect of any other loan or facility provided by ERFL and/or all the companies / entities / subsidiaries/ affiliates thereof under ERFL's group and the same is not remedied to the satisfaction of ERFL within such time as ERFL may in its absolute discretion specify;
- 7.3 The Borrower(s) fails to pay any amount or meet with any obligation when due to any person other than ERFL including but not limited to any other bank(s) / financial institution(s) / society(ies) etc. or any event of default being constituted in relation to any of the Borrower's credit, borrower or any other arrangement with any other person than ERFL;
- 7.4 Any person other than ERFL accelerating repayment (i.e. demanding repayment ahead of the previously agreed repayment schedule) due from the Borrower(s) to such other person under the Borrower's credit, borrower or any other arrangement with that person;
- 7.5 The Borrower(s) commits breach of any covenants and undertakings or any other terms and conditions of the Agreement or any other agreement made pursuant hereto or any of the representation(s) or warranty(ies) of the Borrower(s) made herein being or becoming untrue or incorrect;
- 7.6 Any of the guarantee(s) provided by the Borrower(s) being or becoming invalid or unavailable;
- 7.7 The Borrower(s) fails to furnish any information or documents that may be required by ERFL;
- 7.8 If a "National Automated Clearing House ("NACH")/ Electronic Clearance Service ("ECS")/ Standing Instruction(s) ("SI") in respect of any payment is not paid on the due date thereof;
- 7.9 In case the Borrower(s) revokes his consent to participate in the NACH/ECS/SI mode without obtaining the prior written consent of ERFL;
- 7.10 There is any change in the constitution, management or existing ownership or control of management or of share capital of the Borrower(s);



Sanjeev Rautray

7.11 The Borrower(s) being or becoming unable to carry on business for any reason;

7.12 Any steps for the liquidation, winding-up or appointment of a receiver of the Borrower's assets coming to ERFL's notice;

7.13 Proceedings by any authority, court of law or professional body or association, for any misconduct or breach/violation of any law or regulations or code of conduct, etc., are taken against the Borrower(s);

7.14 Where the Borrower(s), or where the Loan has been provided to more than one Borrower, any of the Borrower(s), is dies (applicable in case of an individual)

7.15 There exists any other circumstance or event, which in the sole opinion of ERFL, jeopardizes ERFL's interest

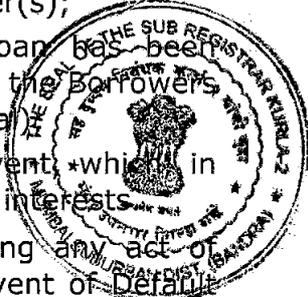
7.16 In the event of the Borrower(s) committing any act of default and/or on the occurrence of any Event of Default as aforesaid, then notwithstanding anything to the contrary herein contained and without prejudice to ERFL's right, or in any other agreement, document or instrument between the Borrower(s) and ERFL shall be entitled at its absolute discretion to inter-alia:

- i. ERFL shall be entitled to cancel and / or withdraw the Loan and Call upon the Borrower(s) to pay forthwith the entire amount outstanding of the Loan together with interest, outstanding interest, costs, expenses etc. and all sums payable by the Borrower(s) to ERFL under this Agreement and/or any other agreements, documents or instruments between the Borrower(s) and ERFL;
- ii. To adopt criminal and/or civil proceedings against the Borrower(s) / Guarantor, including but not limited to proceedings under SARFAESI Act or invoke arbitration proceedings or for dishonour of cheques under Section 138 of Negotiable Instruments Act, 1881 (as amended) or under Section 25 of Payment and Settlement System Act, 2007 and / or to invoke guarantee;
- iii. Without any prior or further notice to the Borrower(s), disclose to the RBI or any other authority or any other third person or agency such as CIBIL, the name / identity of the Borrower(s) and the fact of the Borrower(s) having committed the act of default with full details thereof;

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- iv. Exercise ERFL's right of lien and set-off all monies and accounts standing in the Borrower's name in the records/ books of ERFL;
- v. Without prejudice to the above, ERFL shall have the right to proceed against the Borrower(s) independent of any right of lien/set-off to recover the outstanding dues from the Borrower(s);
- vi. It is clarified that the rights and remedies of ERFL are cumulative in nature and the decision of ERFL shall be conclusive and binding upon the Borrower(s) on the question whether any of the events of Default happened.



ARTICLE - 8

REPAYMENT / PRE-PAYMENT BY BORROWER

8.1 The Loan (including but not limited to the principal, interest thereon) shall be repayable by the Borrower(s) to ERFL by way of Equated Monthly Instalment ("EMI") as mentioned in the Schedule to the Agreement or any other mode at the Branch (or at any other branch of ERFL or at any other place notified by ERFL at the sole discretion of ERFL;

- 8.2 by separate repayments in case where: -
- towards repayment of Penal interest, premium, fees, charges, taxes, levies, duties, claims, costs and expenses charged to the Loan account; or
 - towards repayment of interest tax as may be notified by ERFL to the Borrower(s).
- 8.3 The Borrower(s) shall also provide to ERFL, such number of post-dated cheques, drawn in the name of ERFL towards pre EMI / EMI, repayment of facility amount, in the manner and form as ERFL may intimate to the Borrower(s) while providing the Loan. However, if the Loan is prepaid the Post Dated Cheque(s) ("PDC or PDCs") will be cancelled and returned to the Borrower(s);
- 8.4 The Borrower(s) may if he / she / it / they so choose(s), with the previous written permission of ERFL, issue SI or authorize payment to ERFL through the Electronic Clearing System [ECS] approved by the Reserve Bank of India [RBI] to ERFL in which the Borrower(s) has/have an account, to debit the account of the Borrower(s) every month or such period as the case may be agreed mutually by the parties and credit such account as directed by ERFL, for value of the EMI due;
- 8.5 In case there is change in interest rates ERFL may, at its sole discretion: - (i) change the tenure of the Loan and EMI would remain constant; or (ii) EMI amount would

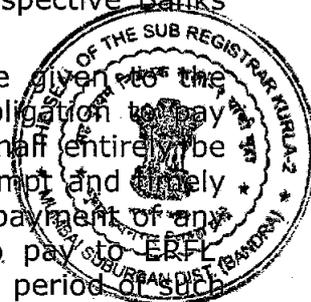


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change and tenure would remain unchanged; or (iii) change in both the tenure of the loan and EMI; and the same to be effected prospectively.

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- 8.6 In such event the old PDCs would be returned to the Borrower(s) and the Borrower(s) would be obliged / bound to submit new / fresh PDCs to ERFL. Similarly, in the mode of repayment by NACH/ SI / ECS, the Borrower(s) shall be obliged / bound submit new / fresh mandate for NACH/ SI / ECS from his / her / their respective Banks authorizing the payment to ERFL;
- 8.7 No notice, reminder or intimation will be given to the Borrower(s) regarding his / her / their obligation to pay the EMI regularly on each due date. It shall entirely be his/ her/ their responsibility to ensure prompt and timely payment to ERFL. Any delay or default in payment of any EMI shall make the Borrower(s) liable to pay to ERFL Interest at the Penal Interest Rate (for the period of such default) as mentioned in the Schedule to the Agreement, besides constituting a default thereby making all sums under the Agreement due and payable to ERFL forthwith. The payment shall be deemed to have been made only on realization and credit for payments shall be given only on realization;
- 8.8 All repayments of principal and payment of interest and all other amounts by way of EMI shall be given effect to in the Loan account (only upon realization of cheques / demand drafts or receipt of credit under NACH/SI / ECS instructions) in accordance with the method of effecting payment as stated in the Schedule or as adopted by ERFL from time-to-time;
- 8.9 Prepayment: - The Borrower (s) shall be entitled to prepay the Loan, either partly or fully, any time during tenure as per the rules of ERFL and prevailing governing norms, including as to payment of prepayment charges, calculated on the part prepayment on the amount being partly prepaid or on full prepayment amount, for the time being in force in that regard. The Borrower(s) shall liable to pay the Prepayment charges, at such rate which may be applicable at that time as per the Lending policy of ERFL;
- 8.10 Notwithstanding anything contrary contained in the Agreement and / or Scheduler thereto, it is clearly agreed and understood between the Parties that Loan granted under the Agreement is a loan on call and may be recalled by ERFL at any time by assigning due reason by making demand in writing upon the Borrower(s) and the Borrower(s) shall be liable and bound to repay / pay entire Loan outstanding immediately on demand;



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ARTICLE - 9**BORROWER(S) COVENANTS, ACCEPTANCE AND ACKNOWLEDGEMNET**

The Borrower further covenants, accepts, agrees and acknowledges that: -

- 9.1 where applicable, shall inform ERFL of any likely change in the Borrower's residence, registered office or principal correspondence office address.
- 9.2 shall not without prior written consent of ERFL, in that regard, change his / their trade / business / profession or make any change whatsoever in the constitution, shareholding or management of the Borrower (s) Company or partnership firm or LLP or HUF or Trust or the Borrower and / Guarantor going into liquidation or otherwise, as the case may be, during the continuance / validity of this Agreement or affect any change in constitution, which shall impair or discharge any of obligations of the Borrower (s) under this Agreement.
- 9.3 Without prejudice to the aforesaid, ERFL, in its absolute discretion, permits the Borrower(s) to repay the Loan, and the interest payable thereon, in monthly instalments as per the repayment schedule specified in the Schedule to the Agreement, which instalments are hereinafter referred to as "The Equated Monthly Instalments" or "EMI".
- 9.4 The repayment schedule to the Agreement for the Loan is without prejudice to the rights of ERFL to re-compute the interest in case of variation of the same, and on such re-computation, payments shall be made by the Borrower(s) in accordance with such amended repayment schedule as may be intimated by ERFL to the Borrower(s).
- 9.5 The Borrower(s) shall reimburse or pay to ERFL, on demand, the amount paid or payable by it to any Governmental authority or any other regulatory agency, on account of any interest tax or other tax, levies, charges etc. levied by such Government authority or agency on the interest or any other amount / service(s) (and/or other charges) payable to ERFL;
- 9.6 The due date for the repayment of EMIs shall be 5th of every month following the month of disbursement in respect of the Loan. Payment instructions shall be presented starting the 1st of every month, however the Loan of the Borrower(s) shall not be considered past due or attract past due charges / penalty charges / bounce charges, if the payment is received by the 5th of the respective month Strict compliance with the repayment Schedule is an essential condition for the grant and continuance of the Loan. Any delay in the payment of an EMI shall entail an additional interest as specified in the



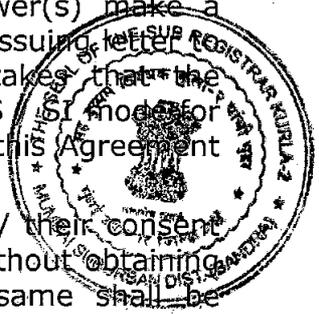
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Schedule to the Agreement without prejudice to the other rights of ERFL in respect of such default.

- 9.7 The Borrower(s) agrees to issue NACH, ECS and SIS (hereinafter referred to as 'Repayment Instructions') for the repayment of the Loan and is fully cognizant that dishonour of the repayment of the Loan is a criminal offence under the law;
- 9.8 The Borrower(s) acknowledges that the ECS / SI mode of repayment is issued in favor of ERFL in advance for the payment of the EMIs and ERFL may at any time at its sole discretion with prior notice to the Borrower(s) make a demand for the repayment of the same by issuing a letter to the Borrower(s). The Borrower(s) undertakes that the Borrower(s) shall not revoke the NACH/ECS/SI mode for payment of the EMIs during the tenure of this Agreement except with the prior approval of the ERFL;
- 9.9 In case the Borrower(s) revokes his / her / their consent to participate in the NACH/ECS/SI mode without obtaining the prior written consent of ERFL, the same shall be deemed to be an Event of Default as mentioned in Article - 7 above of this General Terms and without prejudice to other rights and remedies available to ERFL under the Agreement and/or under any other applicable law in force; ERFL shall have the right to forthwith recall the Loan without giving any notice to the Borrower(s). Notwithstanding anything contained herein ERFL shall have the right to initiate criminal action under the laws applicable for the time being in force against the Borrower(s);
- 9.10 The Borrower(s) shall be liable to pay a such charges as may be stipulated by ERFL from time to time, for dishonour of any Repayment Instruction This would be without prejudice to the rights of ERFL under the Negotiable Instruments Act, 1881 (as amended) or Payment and Settlement Systems Act, 2007 and other rights of ERFL under this Agreement or otherwise;
- 9.11 Any dispute, including about the interest computation, shall not entitle the Borrower(s) to withhold payment demanded by ERFL and/or payment of any EMI;
- 9.12 The Borrower(s) shall be liable for all amounts due and all costs etc. incurred for any recovery proceedings in respect of the Loan;
- 9.13 The records maintained by ERFL shall be conclusive proof of the amounts outstanding from and due by the Borrower(s). A certificate in writing signed by an officer of ERFL stating the amount due at any particular time shall be conclusive evidence as against the Borrower(s). However, nothing herein shall prejudice ERFL's interests or rights if there is any clerical or arithmetical error in the interest calculations due and payable by the Borrower;

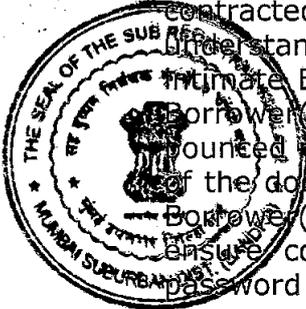
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9.14 The Borrower(s) agree and authorize ERFL to provide his/ her / their monthly/quarterly Statement(s) of Loan Account, including services such as enquiry about the outstanding balances in his / her / their account(s), transfer of funds or any other services and communications, as ERFL may decide, via e-mail, to the e-mail address(s) provided by the Borrower(s). The Borrower(s) understand that that it is his / her / their responsibility to review all statement of account(s) and other communications and all information contained therein shall be binding on the Borrower, if he / she / they fail to intimate objections, if any, within 24 hours after such documents are available to him/her / them.

The Borrower(s) further agrees that ERFL may provide such services either directly or through its associates or contracted service providers. The Borrower(s) further understands that it is his / her / their sole responsibility to intimate ERFL about change in email address, if any. The Borrower(s) agrees and admits that non receipt of e-mailed mail notification by ERFL shall amount to delivery of the documents at the email ID of the Borrower(s). The Borrower(s) agrees to take all the necessary steps to ensure confidentiality and secrecy of his / her / their password and login name ID;



9.15 All notices, requests, demands, letters, waivers and other communications and documents shall be sent by ERFL to the Borrower(s) at the last intimated address of the Borrower(s) and shall be deemed to have been duly delivered if (a) delivered personally; (b) mailed, certified or registered mail with postage prepaid; (c) sent by next day or overnight mail/courier or delivery; or (d) sent by telecopy/fax or telegram. All writings from the Borrower(s) to ERFL must be received from the Borrower(s) by ERFL at the address specified in the Schedule;

9.16 The Borrower(s) shall notify ERFL in writing of any change in the Borrower's address within a week of the said change;

9.17 The Borrower(s) expressly recognizes and accepts that ERFL shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled and have full power and authority to appoint one or more third parties as ERFL may select and to delegate to such third party all or any of its functions, rights and powers under the Agreement relating to administration of the Loan including the right and authority to collect and receive on behalf of ERFL from the Borrower(s) any payments and other amounts due by the Borrower under this Agreement and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, attending the residence or office of the Borrower or otherwise contacting



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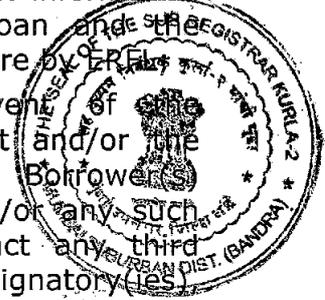
the Borrower(s) (including the authorized signatory(ies) / representative(s), Guarantor(s) of the Borrower(s)), receiving cash/ cheques / drafts / mandates from the Borrower(s) (including the authorized signatory(ies) / representative(s), Guarantor(s) of the Borrower) and giving valid and effectual receipts and discharge to the Borrower(s). For the purpose aforesaid, ERFL shall be entitled to disclose to any such third parties (including the authorized signatory(ies) / representative(s), Guarantor(s) of the Borrower(s)) all necessary or relevant information pertaining to the Borrower(s) and the Loan and the Borrower(s) hereby consents to such disclosure by ERFL

9.18 Notwithstanding the above, in the event of the Borrower(s) committing any act of default and/or the occurrence of any Event of Default, the Borrower(s) expressly accepts and authorizes ERFL and/or any such third party as ERFL may select to contact any third party(ies) (including the authorized signatory(ies) representative(s), Guarantor(s), the adult family members, secretary, accountants etc. of the Borrower(s)) and disclose all necessary or relevant information pertaining to the Borrower(s) and the Loan and the Borrower(s) hereby consents to such disclosure by ERFL (and/or any such third party as ERFL may select). The Borrower(s) further expressly authorizes ERFL (and/or any such third party as ERFL may select) to receive payments or such other security as may be offered by such third parties (including authorized signatory (ies), representative(s), Guarantor(s), the adult family members, secretary, accountants etc. of the Borrower(s)) towards discharge of the Loan;

9.19 The Borrower(s) hereby agrees that the occurrence of any Event of Default hereunder shall also be treated as an event of default under any other loan facility being availed by the Borrower(s) from ERFL and/or all the companies/entities / subsidiaries / affiliates of ERFL and ERFL is hereby authorized by the Borrower(s) to retain and to continue to hold and / or set off / realize / sell any assets and Securities (including but not limited to fixed deposits and/ or all monies and/or accounts standing in the Borrower's name) of the Borrower(s) held by ERFL as a security and/or otherwise and adjust the proceeds thereof towards repayment of the Loan including any interest and other charges due and payable by the Borrower(s) to ERFL and/or all the companies / entities / subsidiaries / affiliates of ERFL;

9.20 The Borrower(s) expressly recognizes and accepts that ERFL shall, without reference to or intimation to the Borrower(s), be absolutely entitled and have full power and authority, to sell and /or assign to any third party or person as ERFL may decide the Loan and all outstanding

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dues under this Agreement in any manner, in whole or in part including security if any, created in its favour, and/or any other rights under this Agreement and on such terms as ERFL may decide including reserving to ERFL the power to proceed against the Borrower(s), on behalf of the assignee or transferee, in the event of default in payment of any amounts due by the Borrower(s) under the Agreement. Any such sale or assignment shall bind the Borrower(s) and the Borrower(s) shall accept the third party as its sole creditor or creditor jointly with ERFL, as the case may be, and in such event the Borrower(s) shall pay to ERFL or such creditor or as ERFL may direct the outstanding amounts due from the Borrower(s) under the Agreement;



9.21 The Borrower(s) does hereby indemnify and agree to keep indemnified and saved and harmless ERFL from time-to-time and at all times hereafter against all claims, costs, losses and expenses that may be incurred by ERFL by reason of any act or default on the part of the Borrower(s) in respect of the Loan and/or for the recovery of the outstanding dues (including legal / attorney fee) and/or on account of failure of the Borrower(s) of any of the terms and conditions herein or any act of omission or commission by the Borrower(s) in connection with this Agreement;

9.22 The Borrower accepts, confirms and consents for the disclosure and sharing by ERFL of all or any information and data relating to the Borrower, its directors, partners as the case may be, the Loan Facilities, any other transactions that the Borrower has with ERFL, the Borrower's account, and the agreements and documents related to the Loan Facilities and transactions, including but not limited to information relating to default, if any, committed by the Borrower, in the discharge of the Borrower's obligations in relation to the Loan Facilities or other transactions, as ERFL may deem appropriate and necessary to disclose and furnish, to the Reserve Bank of India ("RBI") and/or to the Credit Information Bureau (India) Ltd (CIBIL) and/or to any other agency or body as authorized in this behalf by RBI, to other ERFL's including assignees and potential assignees, to its professional advisers and consultants and to its service providers instructed by it in relation to the loan Facilities, and/or as required under law or any applicable regulation, at the order of a court of law, or at the request or order of any statutory, regulatory or supervisory authority with whom it customarily complies. The Borrower undertakes and covenants that it shall provide all information, including information regarding other credit facilities enjoyed by the Borrower, as and when required by ERFL. The Borrower declares that the information furnished to ERFL from time-

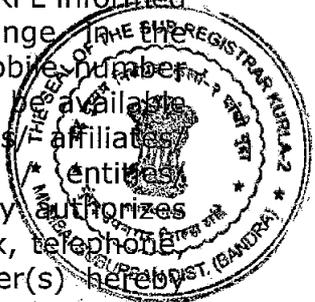


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to-time is and shall be true and correct. The Borrower -
 (a) accepts that the RBI or CIBIL and any other agency so
 authorized, any statutory, regulatory or supervisory
 authority or other lenders, may use, process, disseminate
 the said information and data disclosed by ERFL in such
 manner as deemed fit by them in any particular
 circumstances; and (b) shall not hold ERFL at all
 responsible or liable in this regard;

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- 9.23 The Borrower(s) hereby undertakes to keep ERFL informed and authorizes ERFL to update any change in the Borrower's e-mail ID, Telephone number, Mobile number and Address that ERFL may be informed of or available with ERFL and/or any of ERFL's subsidiaries, affiliates, associates and / or all the companies, subsidiaries / associates of ERFL and hereby authorizes ERFL to contact the Borrower(s), by post, fax, telephone, e-mail, SMS/ text messaging. The Borrower(s) hereby expressly authorizes ERFL, its authorized representatives, agents, servants and third parties as appointed under the provisions of Clause 9.15 and 9.16 above to use the information provided by the Borrower to get in touch with the Borrower(s) (including the authorized signatory(ies)/ representative(s), Guarantor(s) and third parties including the family members of the Borrower(s)) whose information the Borrower(s) has provided to ERFL;
- 9.24 The Borrower(s) further acknowledges that ERFL shall also be entitled to disclose all aforesaid information / documents etc. pursuant to the order / direction of the Court of law / Tribunal / Arbitrator, as and when required;
- 9.25 ERFL shall be entitled to exercise this right of disclosure without being required to inform and/or issue any further notice in this respect to the Borrower(s);
- 9.26 Without prejudice to all other rights as ERFL or any of the third parties appointed by ERFL may have under the Agreement and under law, on the occurrence of an Event of Default, the Borrower(s) may be sent reminders from time-to-time for settlement of any outstanding under the Loan Facility, by post, fax, telephone, e-mail, SMS text messaging via mobile phone or any other mode of communication at the relevant time;
- 9.27 Subject to the Borrower(s) paying the EMIs in the manner provided in the Agreement, and at the request of the Borrower(s) in this regard, ERFL may at its sole discretion and subject to the applicable terms and conditions therefore, allow the Borrower(s) to avail of a loan facility of an amount and tenor as is mutually agreed to between ERFL and the Borrower(s). Such loan facility amount shall be sanctioned by way of exchange of letters and / or execution of additional Agreement or any other documents



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on terms and conditions mentioned therein which will form part and parcel of the Agreement and the amount will be disbursed to the Borrower(s);

9.28 Death / insanity/ insolvency of the Borrower(s) and or Co-borrowers (s): If the Borrower (s), Co-borrowers (s) or any of them die (s) or becomes insolvent or insane and the legal heirs, successors and assigns of the Borrower (s), Co-borrowers (s) do not otherwise for any other reason whatsoever, fail to execute a Supplementary Agreement, in the format acceptable to ERFL, within the time as may be stipulated by ERFL in its sole discretion, agreeing to substitute themselves in place of the deceased Borrower (s), Co-borrowers (s);

9.29 Anything which is being asked by ERFL from the Borrower (s) has / have to be done within a reasonable time line which is defined by ERFL.



ARTICLE - 10 GENERAL

Without prejudice to any other term of this Agreement or any other agreement entered into by the Borrower (s) in any capacity, viz. Borrower, Co-borrower(s) or Guarantor, the Parties expressly agree that any payment due and payable under this agreement made by the Borrower (s) to ERFL under this Agreement shall be appropriated by ERFL in the following order:-

- (a) Interest payable
- (b) Principal amount of the loan
- (c) Penal Interest
- (d) Cheque bounce charges, legal charges and other claim payable to ERFL in the same order

Notwithstanding anything contained under this Agreement, ERFL, may at its absolute discretion, appropriate any payment(s) made by the Borrower in any manner other than as stated above for accounts is in default as defined by ERFL and/or appropriate the same towards payment due and payable by the Borrower to ERFL and such appropriation by ERFL is final and binding in all respects.

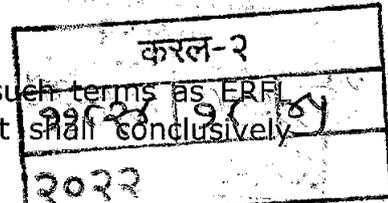
10.2 The Schedule attached to the Agreement shall be an integral part of the agreement and shall be read in conjunction with the terms and conditions contained herein;



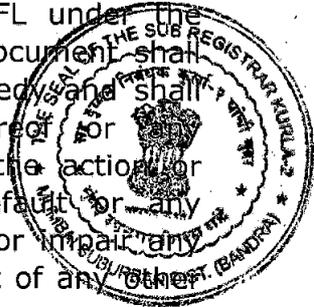
10.3 ERFL shall be entitled to sell, assign or transfer ERFL's rights and obligations under the Agreement to any person(s) of ERFL's choice in whole or in part and in such manner (by way of securitization, inter

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participation or otherwise) and on such terms as ERFL may decide. Any such arrangement shall conclusively bind the Borrower(s);



- 10.4 The Borrower(s) shall not be entitled to directly or indirectly assign the benefit or obligation of the Agreement without the prior written permission of ERFL;
- 10.5 Any delay in exercising or omission to exercise any right, power or remedy accruing to ERFL under the Agreement or any other Agreement or document shall not impair any such right, power or remedy and shall not be construed to be waiver thereof or acquiescence in any default; nor shall the action or inaction of ERFL in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of ERFL in respect of any other default;
- 10.6 ERFL may at any time and without notice to the Borrower(s) combine or consolidate all or any of the accounts held in the Borrower's name or any other account(s) of which the Borrower(s) is the (sole) beneficial owner whether in its own name or in the name of a commercial entity of which the Borrower(s) is the sole proprietor, with any Branch or Branches of ERFL irrespective of the title of any such account or the currency in which any such account may be denominated.
- 10.7 Any provision of the Agreement or General Terms hereof being or becoming illegal or unenforceable for any reason shall not affect the legality and enforceability of the remainder of the provisions of the Agreement or these General Terms;
- 10.8 ERFL may amend the above terms and conditions, at any time by prior notice to the Borrower(s) and such amended terms and conditions will thereupon apply to and be binding on the Borrower(s);
- 10.9 All clause headings in the Agreement and these General Terms hereof have been inserted for convenience of reference only and shall not affect the interpretation of the provisions of the Agreement or General Terms hereof.
- 10.10 The Agreement and these General Terms shall be governed by the laws of India and in all matters arising out of the Agreement and General Terms hereof the Borrower(s) hereto, Borrower(s) agrees that the courts and tribunals where the branch is situated, shall have exclusive jurisdiction to settle any disputes which may



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arise out of or in connection with the Agreement and these General Terms and that accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of or in connection with the Agreement and these General Terms may be brought in such courts or the tribunals and the Parties irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals;

10.11 The Borrower(s) irrevocably waives any objection now or in future, to the laying of the venue of any Proceedings in the courts and tribunals where the branch is situated and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgement in any Proceedings brought in the courts and tribunals where the branch is situated shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgement, a certified copy of which shall be conclusive evidence of such judgement, or in any other manner provided by law;



10.12 Nothing contained in this Section, shall limit any right of ERFL to take Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction whether concurrently or not and the Borrower(s) irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Borrower(s) irrevocably waives any objection it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum;

10.13. Settlement of Disputes: - Any disputes or differences arising out of and/or concerning the terms and conditions of the Agreement or these General Terms shall be settled amicably in the first instance. Unresolved disputes or differences shall be referred to Arbitration consisting of a Sole Arbitrator as nominated by ERFL as per its letter of nomination and as accepted/ deemed to be accepted by Borrower as per the terms of such letter of ERFL. The Arbitration shall be governed by the Arbitration and Conciliation Act 1996 (as amended) or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in



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force. The Award of the Arbitrator shall be final, conclusive and binding on the parties. The venue and seat of such Arbitration proceedings shall be Mumbai, India and the Arbitration proceedings shall be conducted in English language only.

10.14 The Agreement and General Terms hereof in terms of its applicability to the Borrower (s), Co-borrowers (s) etc. as the case may be, shall come to an end upon ERFL having, to its satisfaction, received all dues and outstanding, and payments, required to be made by the Borrower(s) to ERFL.

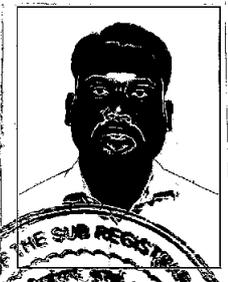
Sandeep Routray

IN WITNESS WHEREOF, I have executed this Declaration at Mumbai on this following witnesses. On 27 day of June (month) 2021 in the presence of the following witnesses:

Sandeep Routray



Authorized signatory
For Edelweiss Retail Finance Limited
SANDEEP ROUTRAY
ASST. VICE PRESIDENT.



WITNESSES: -

For Edelweiss Retail Finance Limited

Vishwakarma

Authorized signatory

Dablu Vishwakarma

→ *Deepak Kirve*

DK

