

Language	Declaration	Signature
English	I have understood all the terms and conditions of the agreement which have been explained to me in the language that I understand.	
Hindi	मैंने अनुबंध के नियम व शर्तें समझ ली हैं, जो मुझे अपनी ज्ञात भाषा में समझाए गए हैं.	
Tamil	ஒப்பந்தத்தின் விதிமுறைகள் மற்றும் நிபந்தனைகள் அனைத்தும் எனது விமர்சன விவரங்களில் உள்ளது. அதை நான் புரிந்து கொண்டேன்.	
Malyalam	എനിക്കു മനസ്സിലാക്കുന്ന അക്കോർഡ് എനിക്കു വിശദീകരിച്ചു തന്ന കണ്ടിറൻസ് എല്ലാ വ്യവസ്ഥകളും ഉപാധികളും എനിക്കു മനസ്സിലാക്കുകയുണ്ടായി.	
Telugu	ఆగ్రిమెంట్‌లోని నియమ విలుధనంపైనే నేను అర్థం అర్థమయ్యే భావంలో వివరించబడ్డాయి. నేనుకున్నాను మరియు వాటిని నాకు	
Kannada	ನಾನು ಒಪ್ಪಂದದ ಎಲ್ಲಾ ಸಯಮ ಮತ್ತು ಸಬಂಧನಗಳನ್ನು ತಿಳಿದುಕೊಂಡದ್ದು ಅವನ್ನು ನನಗು ತಿಳಿಯುವ ಭಾಷೆಯಲ್ಲಿ ನನಗು ವಿವರಿಸಲಾಗಿದೆ.	
Marathi	मला करारनाम्याच्या सर्व अटी व शर्ती समजल्या आहेत, ज्या मला कळणाऱ्या भाषेमध्ये समजावून सांगण्यात आल्या आहेत.	
Gujarati	મે કરારના મને સમજાય તે ભાષામાં સમજાવવામાં આવેલા સર્વ નિયમો અને શરતો સમજી લીધા છે.	
Oriya	ମୁଁ ଏହି ରାଜିନାମାର ସମସ୍ତ ଶର୍ତ୍ତ ଓ ବିଶ୍ୱାସୀୟତା ବୁଝିଛି, ଯାହାକି ମୋତେ ମୁଁ ବୁଝୁଥିବା ଭାଷାରେ ବୁଝାଇ ଦିଆଯାଇଛି ।	
Konkani	माका समजता त्या भाशेन कराराचो सांगळ्या अटी व सती स्पष्ट करोन सागल्या आनी त्या माका कळल्या आसा.	
Punjabi	ਮੈਂ ਇਕਰਾਰਨਾਮੇ ਦੇ ਸਾਰੇ ਨਿਯਮਾਂ ਅਤੇ ਸ਼ਰਤਾਂ ਨੂੰ ਸਮਝ ਲਿਆ ਹੈ ਜੋ ਮੇਰੀ ਸਮਝ ਵਿੱਚ ਆਉਣ ਵਾਲੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮੈਨੂੰ ਵਿਖਾਇਆ ਸਹਿਤ ਸਮਝਾ ਦਿੱਤੇ ਗਏ ਹਨ ।	
Bengali	আমি চুক্তির সমস্ত ও শর্ত বুঝেছি যা আমার বোধগম্য ভাষায় আমাদের বিশ্লেষণ করা হয়েছে ।	
Assamese	মই এই চুক্তিৰ সকলো নিয়ম আৰু চৰ্ত বুজিপাইছো আৰু এইবিনাক মই বুজিপোৱা ভাষাত মোক বুজাই দিয়া হৈছে ।	
Urdu	میں نے اقرار ہے کہ تمام شرائط کو سمجھ لیا ہے جو میری سمجھ میں آنے والی زبان میں مجھے سمجھائیے گئے ہیں۔	

Borrower

Co-Borrower/s

PLEASE READ THE FOLLOWING LOAN AGREEMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A MANDATORY DISPUTE RESOLUTION CLAUSE.

IN CASE YOU ACCEDE TO THE TERMS THROUGH AN ELECTRONIC FORM, THEN BY CLICKING ON THE “I ACCEPT” BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS LOAN AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS LOAN AGREEMENT, CLICK THE “I DO NOT ACCEPT” BUTTON OR LEAVE THE WEBSITE.

LOAN AGREEMENT

This Loan Agreement (“**Agreement**”) has been made on the date as mentioned in **Annexure 1** hereto, by and between:

Gyandhan Financial Services Private Limited, a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at Property No. 262, First Floor, Westend Marg, Saidulajab, New Delhi - 110030, (hereinafter referred to as “**Lender**” or “**Gyandhan**” which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the FIRST PART;

AND

The Borrower(s) as detailed in **Annexure 1**, hereinafter jointly and severally referred to as the “**Borrower**”, (which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his/hers/its successors and permitted assigns) of the second part.

The Borrower and the Lender shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

In case there is more than 1 (one) Borrower, then each such Borrower jointly and severally accedes to the terms and conditions of this Agreement and shall be liable to fulfill the terms and conditions set out herein.

Any reference to “**Channel Partner**” and/or “**Service Provider**” shall mean an intermediary who is engaged by the Borrower in providing services for approaching the Lender and/or procuring loan facilities for the Borrower.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. SCOPE

1.1. The Lender is a Non – Banking Financial Company engaged in the business of providing loans to its customers.

1.2. Based upon the Borrower’s request, the Lender has agreed to make available to the Borrower and the Borrower has agreed to avail from the Lender, a loan not exceeding the amount as stated in **Annexure 1** (the loan amount hereinafter shall be referred to as the “**Loan**” or “**Loan Amount**”) on such terms, conditions, and for the purpose as stated / contained in this Agreement.

1.3. Borrower agrees and acknowledges that every Loan request shall be assessed individually, at the Lender’s sole discretion and the final disbursement amount shall be based on the Lender’s internal policies and eligibility criteria applicable to the Borrower.

1.4. The Borrower agrees and acknowledges that this Agreement is valid for the Loan, taken from time to time, within the time period set out in **Annexure 1**.

1.5. At the request of the Borrower, the Lender may in its sole discretion agree to the Borrower re-borrowing any amount(s)

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under this Agreement for such amounts and for such further periods as the Lender may deem fit in its sole discretion and/or in compliance with applicable laws and including, on such terms as the Lenders may in its sole discretion impose or revise including, specifying additional conditions, which shall all be binding on the Borrower. Any change in the terms and conditions shall be as intimated by the Lender to the Borrower. Notwithstanding this, upon any such request being made by the Borrower, the Borrower shall have deemed to have warranted and represented to the Lender that no Event of Default (defined at Clause 7 of this Agreement) has occurred and/or is in existence or continuing.

1.6. The Loan shall be subject to the terms and conditions agreed herein between the Lender and the Borrower.

2. DISBURSAL OF THE LOAN

2.1. The Lender shall disburse the loan as set out in **Annexure 1**. The disbursement shall be through the agreed mode of disbursement in the application submitted by the Borrower to the Lender and subject to the standard terms and conditions therein, details of which are specified in **Annexure 1**

2.2. The Lender is hereby authorized by the Borrower to disburse the Loan to a third party (i.e. directly to the accounts of the Institute/s and/or Merchant/s (*as defined below*), as set out in **Annexure 1** or as per the written instructions of the Borrower which is approved by the Lender).

2.3. In case the Loan (or its part) is for payment of course fees and/or availing products/services of the institutions/merchants, who may have a tie up with the Channel Partner / Service Provider or the Lender, as the case may be (referred to as either “**Institute/s**” or “**Merchant/s**”), the Borrower’s request for loan shall be processed as per the standard practice of Lender and it shall be deemed as disbursed to the Borrower once the Loan Amount or part of the Loan Amount is transferred from Lender account to the accounts of such Institute/s. THE LOAN AMOUNT WILL BE CONSIDERED INCLUDING ANY DEDUCTION ON ACCOUNT OF SUBVENTION OR CHARGES AS AGREED WITH THE INSTITUTES AND/OR THE RELEVANT CHANNEL PARTNER /SERVICE PROVIDER, IF ANY ENGAGED BY THE BORROWER.

2.4. In case, the Borrower is required to make advance payment of installments (as mentioned in the Annexure 1), then such installments may be either deducted from the Loan Amount or paid separately to the Lender, as may be acceptable to the Lender. Accordingly, residual tenor under the repayment schedule may be proportionately adjusted, as the Lender may deem fit.

3. INTEREST AND CHARGES

3.1. THE BORROWER CONVENANTS WITH THE LENDER TO PAY INTEREST, DEFAULT INTEREST, ADDITIONAL INTEREST, PENAL INTEREST (COLLECTIVELY “**INTEREST**”) ALONG WITH PROCESSING CHARGES, LATE PAYMENT CHARGES AND ECS/NACH/ CHEQUE BOUNCE CHARGES (COLLECTIVELY “**CHARGES**”) AT THE RATE AS DETAILED IN **ANNEXURE 1** HEREIN.

3.2. Notwithstanding the above, the Borrower understands that the rate of interest or the other Charges may be revised as per the policies of the Lender or as per applicable laws and regulations or depending on the conditions in money market. The Lender hereby confirms that any change in the Interest Rate payable by the Borrower shall be informed to the Borrower in advance by any approved means of communication including email or otherwise. On account of upward revision of rate of interest or the other Charges, the Lender will have absolute discretion to revise the instalments applicable to the repayment of the Loan, and the Borrower shall be liable to make payment/repayment of the Loan based on such revised interest or the other Charges. The Lender shall ensure that such change in the Charges is affected only prospectively.

3.3. **In the event of occurrence of any Event of Default specified in Clause 7 below, the Borrower shall be liable to pay to the Lender default interest, additional interest, penal interest and other applicable Charges at the rate(s) as specified in Annexure 1 herein, with monthly rests, from the date of default till the date of realization by the Lender. The**

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payment of default interest and other Charges shall not absolve the Borrower of the other obligations in respect of such breach or default or affect the rights of the Lender in respect of the breach or default.

4. PAYMENT OF DUES TO THE GOVERNMENT AND ESSENTIAL DUTIES:

4.1. Any dues payable to the Government or any other authority on account of tax or any other demand whatsoever, which have arisen in the past, or arise in present or future, will have to be borne and paid by the borrower, as and when required.

4.2. Borrower shall furnish to the Lender the position with respect to the outstanding statutory obligations such as income tax, provident fund, additional emoluments (compulsory deposits), gratuity, electricity dues, etc. as and when demanded by the Lender with reasons.

5. REPAYMENT AND PREPAYMENT OF THE LOAN

5.1. The Borrower shall be required to make payment/repayment of the Loan installment(s) together with interest, default interest (if any), additional interest (if any), penal interest (if any) along with the Charges, dues and taxes (as applicable) ("**Amount Due**") on agreed due date/s within the period specified in and as set out in **Annexure 1**. Borrower understands that its obligations under this Agreement, shall be valid and binding, until the repayment of the Amount Due, to the satisfaction of the Lender.

5.2. Based upon the request of the Borrower, the Lender may accept the prepayment and foreclosure of the Loan as per the terms agreed under this Agreement and **Annexure 1**.

5.3. The Borrower will remain liable under/in respect of the Repayment Instrument(s) (defined below), even if partial payments have been made towards the Loan, from time to time, or the Loan amount has been revised. In case of death or insolvency of the Borrower, as applicable, the outstanding Loan along with Interest, default interest and the Charges will be recovered from his/her/its estate and his/her/its legal heir/s, legal representative/s, executor/s, administrator/s).

5.4. The Borrower agrees that the payment of the entire amount due to Lender under this Agreement can always be enforced against the Borrower's estate and assets and this Agreement shall be binding upon the heirs, executors, legal representatives and administrators of the Borrower. The Borrower shall furnish details of his entire estate as and when demanded by the Lender.

6. ECS / E-NACH MANDATE

6.1. The Borrower has given Electronic Clearing System ("**ECS**")/NACH mandate and/ or cheque (collectively "**Repayment Instrument**") in favor of the Lender for the repayment of the Loan and Interest now or hereafter. The Borrower hereby unconditionally and irrevocably authorizes the Lender or any other enforcing agency to enforce the Repayment Instruments towards the dues payable to the Lender. The Borrower further agrees to maintain sufficient balance in the account on which such Repayment Instrument(s) have been drawn and the Borrower shall not at any time close his/her account and/or issue any notice instructing the Lender not to present any such Repayment Instrument(s) for encashment or instruct his/her bank to stop payment on any such Repayment Instrument(s).

6.2. The Borrower further confirms that the Loan under this Agreement has been made available on the basis of the Repayment Instrument(s) issued by the Borrower in favor of the Lender. The Repayment Instruments shall remain valid for all Loans along with interest, default interest and other Charges.

6.3. In case the Borrower does not comply with the aforesaid, the Lender shall still be entitled to present/invoke the

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Repayment Instrument(s). The dishonor/failure of the Repayment Instrument(s) shall be treated as an Event of Default (defined below) under this Agreement.

7. EVENT OF DEFAULT

The Borrower shall be deemed to have committed an act of default if the Borrower does not comply with his/her obligations as mentioned in this Agreement and also on the happening of one or more of the following events (each an "**Event of Default**"):

- (a) Occurrence of default in the repayment of the Loan along with Interest including interest, default interest or the Charges on the due date/s or on demand whether under this Agreement or under any other Agreement with the Lender;
- (b) In the opinion of the Lender, Borrower has breached the representations and warranties and the covenants provided under this Agreement;
- (c) In the opinion of the Lender, the Borrower makes a default in the performance of any covenant, condition or undertaking under this Agreement;
- (d) The Borrower is or becomes a party to any litigation, arbitration, administrative or other action, investigation by any governmental entity, or any claim, suit or proceedings which may have a material adverse effect on the terms of this Agreement or on the performance of the obligations of the Borrower as per the terms of this Agreement;
- (e) The Borrower fails to furnish any information or document deemed necessary in the sole discretion of the Lender and required by the Lender from time to time; or
- (f) If any proceedings are pending or threatened against the Borrower by any Authority for any misconduct or breach/violation of any law or regulations or code of conduct, etc.

8. CONSEQUENCES AND REMEDIES OF LENDER IN CASE OF DEFAULT

8.1. UPON OCCURRENCE OF AN EVENT OF DEFAULT:

- (a) The entire loan outstanding along with the interest under this Agreement and under any other loan or other facility taken by the Borrower shall forthwith become due and payable to the Lender, without any notice to the Borrower.
- (b) Lender shall be entitled to terminate the Loan and declare all obligations immediately due and payable; and/or
- (c) Lender shall have the right to stop advancing money or extending credit for the Borrower's benefit under this Agreement or any other agreement between the Borrower and the Lender, and terminate the right of the Borrower to avail of or make drawals from the loan; and/or
- (d) Lender shall be entitled to proceed against and take any action under any applicable law or statute against the Borrower; and/or
- (e) Lender shall be entitled to enforce the security interest (if applicable), if any available.

8.2. Further, the Lender shall have the following remedies without prejudice to its other rights and remedies under this Agreement, in law or inequity:

- (a) The Lender shall be entitled to recover the charges for dishonor of the Repayment Instrument(s), default interest and other penal charges from the Borrower as mentioned in **Annexure 1**.

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(b) Any other remedy which may be available under law during the pendency of the Loan including without limitation the remedy under section 138 of the Negotiable Instruments Act, 1881 and under section 25 (1) of Payment of Settlement System Act, 2007.

(c) In addition to the rights specified in this Agreement, the Lender shall be entitled to take all or any action with or without intervention of the Courts to recover the monies due and payable by the Borrower under this Agreement.

(d) Notwithstanding any other rights available to the Lender under this Agreement, the Lender shall be entitled to initiate criminal proceeding or any other appropriate actions against the Borrower.

8.3. The Lender is entitled (but not obligated) to set-off and appropriate any of Borrower's asset and/or amounts standing into credit, to recover the dues from the Borrower. All rights and powers conferred on the Lender by this Agreement shall be in addition and supplemental to any rights the Lender has as a creditor against the Borrower under any law for the time being in force and security documents and shall not be in derogation thereof.

8.4. In case the borrower fails to pay the entire dues of the Lender within the stipulated time and/or the account of the borrower becomes Non-Performing Asset as per the Reserve Bank of India norms, the Lender will be at liberty to publish the name and address of the borrower along with details of outstanding dues payable by such borrower to the Lender and also other relevant details in newspapers and other publicity media. Lender is also at liberty to share all the data, including with respect of the suit filed against the defaulter with Credit Information Bureau (India) Ltd. (CIBIL).

9. **REPRESENTATIONS AND WARRANTIES**

9.1. Borrower represents and warrants to the Lender as follows:

(a) upon execution by the Borrower, the Agreement will constitute a valid, enforceable and legally binding obligation of the Borrower;

(b) the terms and conditions as set out in the Application and the information provided therein shall constitute binding obligations of the Borrower.

(c) there is no law, regulation, decree or act and no provision of any existing contract, agreement or instrument to which Borrower is a party that would be contravened by this Agreement or by the performance or observance of any of its terms;

(d) all information furnished by or on behalf of the Borrower in connection with obtaining the Loan, whether prior to the date hereof or contemporaneously with the execution of this Agreement and all information furnished hereinafter, is and will be true, correct and complete in all material respects as on the date on which such information is provided or certified;

(e) that the Borrower has not availed any consumer service by availing or applying for the Loan.

(f) That the Borrower will not conclude any fresh borrowing arrangement either secured or unsecured with any other lender, borrower or otherwise, or will not create any further charge without prior approval of the Lender in writing.

9.2. The representations and warranties above shall be deemed to be repeated by the Borrower on and as of each day from the date of this Agreement until the entire outstanding Loan, Interest including interest, default interest and the Charges due or owing hereunder by the Borrower to the Lender have been repaid in full.

10. **COVENANTS**

The Borrower hereby agrees and undertakes that:

(a) The Borrower shall ensure timely payment of the outstanding amount and ensure that the Repayment

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Instrument(s) are duly honored on presentation;

(b) The Loan Shall be utilized only for the purpose as set out at **Annexure 1** and shall not be used for any other purpose including making investment in the capital market or for any speculative purposes, unlawful purposes and/or anti-social purpose. The Lender shall have the right to recall the Loan if the funds are used for any speculative, unlawful and/or anti-social purposes or in violation of the terms agreed hereof, or if the security under this Agreement becomes unavailable or its value is diminished as per the sole determination of the Lender. The Lenders determination of the security being unavailable or its value being diminished shall be final and binding on the Borrower;

(c) THE BORROWER SHALL PROMPTLY NOTIFY THE LENDER THROUGH A WRITTEN NOTICE, OF ANY CHANGE IN THE BORROWER'S MOBILE NO., POSTAL ADDRESS OR ANY OTHER DETAILS PROVIDED IN THE APPLICATION OR THIS AGREEMENT;

(d) The borrower shall execute any and all documents, as may be required by the lender from time to time, for duly or more perfectly securing the repayment of the Loan;

(e) The Borrower shall utilize any money received under an insurance claim by the borrower, including legal heirs, for the repayment of the outstanding amount of the Loan;

(f) The Borrower shall not default or delay in the repayment of outstanding Loan amount along with interest, default interest (if any) or the Charges and dues (if applicable) beyond the respective due dates;

(g) The Borrower shall not hold the Lender and/or the Channel Partner/Service Provider liable for any delay in delivery or non-delivery of any product/ service, or for the quality, suitability or any other condition of the product/ service, where the Loan is availed for payment of course fees and/or availing products/services of the Institute/s/Merchant/s; and

(h) The Borrower shall not dispute and/or hold the Lender responsible for (1) non-availability or non-accessibility of the Lender's website (i.e. www.gyandhan.com), electronic payment gateway, telephone(s), or office(s) of the Lender for reasons beyond the Lender's control; or (2) any typographical error or inaccuracy on the Lender's website or any written, e-mail & SMS communication.

(i) The Borrower shall immediately repay the outstanding Loan and until such repayment procure a guarantor with good credit profile (acceptable to the Lender), in Lender's favor who shall guarantee the debts hereunder, in the event the Borrower is required to change its state of residence for any reason including but not limited to, seeking employment outside India or otherwise.

11. INDEMNIFICATION

The Borrower hereby expressly agrees and undertakes to indemnify, defend and hold the Lender and its directors, officers, employees, agents, attorneys or any other Person affiliated with or representing the Lender harmless against (i) all obligations, demands, claims, and liabilities (collectively "**Claims**") asserted by any other party in connection with the transactions contemplated by the Loan documents; and (ii) all losses or expenses incurred, or paid by the Lender, following or arising from transactions between the Lender and the Borrower (including reasonable attorney's Charges and expenses), or on account of default of the Borrower to comply with the terms hereof or on account of misrepresentations by the Borrower.

12. AUTHORIZATION AND DISCLOSURES

12.1. The Borrower authorizes the Lender to engage or appoint one or more person(s) to verify any fact or information furnished by, concerning and pertaining to the Borrower and/or to collect any and all Borrower information or activities relating to the administration of the Loan including the rights and authority to collect and receive on behalf of the Lender all dues and unpaid installments and other amounts due by Borrower under this Agreement. The Borrower expressly accepts and authorizes the Lender (and/or any such third party as the Lender may appoint from time to time) to contact third parties

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(including the family members of the Borrower) and disclose all necessary or relevant information pertaining to the Borrower and the Loan, and the Borrower hereby consents to such disclosure by the Lender (and/or any such third party as the Lender may appoint)

12.2. The Borrower also authorizes the Lender or any third party (authorized by the Lender) to collect data from Credit Information Companies ("CICs"), as permissible by applicable regulations from time to time.

12.3. The Borrower agrees and authorizes the Lender to disclose, from time to time, any information relating to the Borrower and/or the Loan to; (a) any employee or representative of the Lender or to third parties engaged by the Lender, from time to time, for purposes of this Agreement; (b) the CICs and other agencies authorized by the Reserve Bank of India or any other regulatory authority, which may use, process, disclose and furnish the said information, in any manner as it may deem fit; (c) to any group companies and/or to any of the Lender's service providers, insurers or insurance brokers or professional advisers; and/or credit rating agencies.

12.4. The Lender shall be liable to give notice to the Borrower of any change in the terms and conditions including the disbursement schedule, the Charges, repayment terms, etc. The Borrower shall keep himself/ herself abreast with all such notifications and confirms that he/ she would be bound by such change, without any dispute.

13. LIMITATION OF LIABILITY

Borrower expressly understands and acknowledges that the Lender shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if the Lender has been advised of the possibility of such damages. The liability of the Lender in all cases shall be limited to and shall not exceed the principal amount of the Loan disbursed under this Agreement.

14. DISPUTE RESOLUTION AND GOVERNING LAW

All disputes, claims, differences, or questions of any nature arising between the parties out of or in connection with this Agreement including its construction, meaning or interpretation or effect hereof or relating to breach, termination or the invalidity of this agreement or any matter directly or indirectly connected with this agreement or as to rights, liabilities of the parties, etc; will be referred to the Sole Arbitrator. The Lender shall provide a panel of three Arbitrators and Borrower shall have to choose the sole Arbitrator from the panel of three. The Arbitrator shall be appointed within a period of 15 days from date of receipt of written notice/ demand of appointment of Arbitrator from either party. The arbitration will be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The parties waive of the applicability of sub-section 12(5) of Arbitration and Conciliation (Amendment) Act, 2015. The parties agree to have their disputes resolved by the fast track procedure specified in the Section 29B of the Arbitration and Conciliation Act 1996. The parties specifically agree to dispense with oral evidence and oral hearing during the arbitration proceedings and agree that the claims / disputes / differences may be decided on the basis of the pleadings and documents filed and submitted before the Arbitral Tribunal. Both parties give consent for any proceedings under this Agreement to be taken up online or through video / audio conferencing. The Lender shall be entitled to pendente-lite and future interest as per the terms of this Agreement. In the event of death, refusal, neglect, inability or incapability of the person so appointed to act as an Arbitrator, the parties will appoint a new arbitrator. The arbitration proceedings will be conducted in English and the place/seat of the arbitration will be in Delhi. The cost of the arbitration , including fees and expenses of the arbitrator, shall be shared by the parties, unless the award otherwise provides. The award shall be final and binding on the parties.

The parties agree that this Agreement shall be governed by the laws of India.

And the courts at Delhi shall have the exclusive jurisdiction over all aspects governing this Agreement.

15. MISCELLANEOUS

15.1. THE BORROWER HEREBY STATES THAT THE CONTENTS OF THE LOAN DOCUMENTS HAVE BEEN READ OVER AND EXPLAINED TO THE BORROWER IN THE LOCAL LANGUAGE UNDERSTOOD BY THE BORROWER

Borrower

Co-Borrower/s

AND THAT THE BORROWER HAS UNDERSTOOD THE CONTENTS OF THE LOAN DOCUMENTS AND ONLY THEN AFFIXED THE SIGNATURE TO THE SAID LOAN DOCUMENTS.

15.2. The Borrower confirms that it has taken appropriate advice and waives any defenses available under money lending, usury or other laws relating to the charging of interest. The Borrower further waives any requirement for prior notice under the Indian Contract Act before any action is taken under law.

15.3. Prior to execution of this Agreement, the Borrower confirms that it has paid appropriate stamp duty on this Agreement and have retained the same, as a counterpart to this Agreement in Borrower's record. The Borrower undertakes to furnish such counterpart in original upon written demand made by the Lender pursuant to this Agreement. Except as otherwise provided herein, all Charges and expenses incurred in connection with or related to this Agreement shall be paid by the Borrower. The Borrower shall be liable to pay any tax, stamp duty, differential duty, stamp duty penalties, registration Charges, penalties as may be incurred by the Borrower or the Lender, for performance or enforcement of this Agreement.

15.4. The parties hereto confirm and acknowledge that this Agreement, and the Annexure(s) herein, constitute the entire agreement between them and shall supersede and override all previous communications, either oral or written, between the parties with respect to the subject matter of this Agreement, and no agreement or understanding varying or extending the same shall be binding upon any Party hereto unless arising out of the specific provisions of this Agreement.

15.5. Should any part of this Agreement be declared illegal or unenforceable by a court of competent jurisdiction, the same shall not alter the validity or enforceability of any other term or provision of this Agreement.

15.6. The Borrower shall not in any manner be entitled to assign his/her rights and obligations under this Agreement. Notwithstanding anything to the contrary contained in the Agreement, the Lender shall have the right (in full or in part) to assign and/or transfer and/or novate its rights or obligations under this Agreement and/or the outstanding amount or other arrangement for risk sharing, whether with or without recourse to the Lender, to one or more banks or any other entity, trust, any association, without any reference or notice to the Borrower.

15.7. No amendment, modification or addition to this Agreement shall be effective or binding upon either of the parties hereto unless set forth in writing and executed by them through their duly authorized representatives.

15.8. The Lender is entitled to cancel/revoke the sanctioned Loan Amount/ limit at its sole discretion. Where such decision to cancel/revoke the sanctioned limits is taken for reasons attributable to the Borrower or its credit assessment, then the Borrower (without prejudice to other rights of the Lender) will not be entitled to any part or proportionate refund of processing fees and Charges.

15.9. The Borrower expressly authorizes/consent to Lender and its various service providers for collections and recovery to contact the Borrower telephonically even if the name of the Borrower appears in the Do Not Call Register to inform the Borrower about, dues under Loan granted under this Agreement. The Borrower also expressly declares that such telephonic calls from Lender's tele-callers or service providers will not cause any inconvenience to him /her and/or their family members.

15.10. The Borrower expressly authorizes/consent to Lender and its various service providers/partners (a) to market other loan, investment and any other service products of the Lender including through telecalls, WhatsApp, other electronic communications and SMS; (b) for collections and recovery agents to contact the Borrower telephonically even if the name of the Borrower appears in the National Do Not Call Registry (as set out at www.donotcall.gov) (the "**NDNC Registry**") to inform the Borrower about, dues under Loan granted under this Agreement. The Borrower also expressly declares that such telephonic calls from Lender's tele-callers or service providers will not cause any inconvenience to him /her and/or their family members.

15.11. The Lender shall at any time, without any consent of or notice to the Borrower be entitled to securitize, sell, assign, discount or transfer all or any part of the Lender's right, title and interest in the receivables along with the underlying

Borrower

Co-Borrower/s

security, if any, and obligations, under this Agreement or other Loan documents, to any person(s) and in such manner and on such terms as the Lender may decide. The Borrower shall not be entitled to directly or indirectly assign or in any manner transfer, whether in whole or part, any rights, the benefit or obligation under the Loan documents.

16. ELECTRONIC FORM - COMMUNICATION IN ELECTRONIC FORM

16.1. Borrower acknowledges and agrees that any request, notice, correspondence or any other writing whatsoever ("**Writing**") required or contemplated under this Agreement may be executed and any delivery, offer, acceptance or any other action whatsoever ("**Action**") in respect of this Agreement may be undertaken in electronic form by way of a click wrap or any other electronic means of executing or authenticating transactions ("**Electronic Form**") as may be enabled by Lender. For avoidance of doubt, it is clarified that communications in Electronic Form include any Writing or Action undertaken on any technology platform, mobile application or website provided either by the Lender (by itself or through its authorized service providers) or availed by the Borrower (through the Channel Partner/ Service Provider acceptable to the Lender).

16.2. Borrower hereby further confirms that any Writing or Action made or undertaken by Borrower in Electronic Form shall be valid, binding and legally enforceable against them and it shall not raise any objection or claim or disclaim any liability under or in relation to the validity or enforceability of a Writing or Action solely on account of it being in Electronic Form.

16.3. The Borrower hereby declare and undertake that, (i) all the information (including electronic information), supporting documents provided towards this Agreement and/or Application are true, correct, completed and up to date in all respect; (ii) none of the material information is withheld or constitute misrepresentation; (iii) The Borrower shall indemnify the Lender for any loss that it may incur pursuant to this Agreement and/or Application or any other declarations made by the Borrower; (iv) any change in my / our address / contact details for communication will be informed to the Lender immediately; (v) I/We, have received all the information regarding the Loan availed from the Lender and shall comply with all the terms and conditions and pay the Charges in relation thereto; (vi) Lender, its holding, subsidiary & associate companies, agents, partners, education institutes, credit reporting agencies and any other entities authorized by the Lender (collectively referred to as "**associate group**") is/are authorized and entitled to use and share my/our information, for credit assessments, any regulatory and legal purposes and to verify authenticity of any statement, residence, employment, contact details, CIBIL or Credit history, document verification, reference checks, etc.; (vii) our Application is subject to Lender's credit and underwriting norms and completion of verifications and checks; and (viii) The Lender is irrevocably authorized and entitled to retain all the documents including the Application Form for its records and references; (ix) I shall be bound by any terms and conditions which may be communicated to me.

16.4. **The Borrower hereby undertake and provide its consent to the Lender or its authorized service providers, for sharing its/ their details with Central KYC Registry and receive KYC information from Central KYC Registry or from UIDAI. The Borrower understand that by submitting Aadhaar number to the Lender or its authorized service providers, the Borrower hereby authorizes the Lender or its authorized service providers a) to collect, store, use, authenticate its/their Aadhaar number and demographic information against UIDAI database by itself or via Authentication user Agency duly licensed by UIDAI, b) to use its/their Aadhaar number for other banking and transaction services, as may be applicable, and c) to use or obtain its/their demographic and/or biometric information through Aadhaar based authentication (including e-KYC, Mobile OTP (One Time Password) based, biometric and/or other lawful authentication means).**

16.5. The Borrower hereby, authorize the Lender, its associate group to communicate with them by email, call, SMS, WhatsApp, electronic communication using digital media and other channels or via any other means in relation to any of the products, services or information of the Lender and/or for cross-selling. The Borrower confirm that laws in relation to the unsolicited communication referred in "National Do Not Call Registry" (the "**NDNC Registry**") as laid down by Telecom Regulatory Authority of India will not be applicable for such communication/calls/SMS/messages received from the Lender,

Borrower

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its employees, agents and/or associates.

THE BORROWER HAS ENTERED INTO THIS AGREEMENT AND HAS ELECTRONICALLY OR OTHERWISE ACCEPTED OR SIGNED THIS AGREEMENT OUT OF THE BORROWER'S OWN FREE CONSENT AND NO UNDUE INFLUENCE OR COERCION HAS BEEN EXERCISED UPON THE BORROWER TO DO SO.

ANNEXURE 1

<u>Schedule for Loan</u>		
1.	Date of execution	31/03/2023
2.	Borrower's Name	AAYUSH RAMSWAROOP MALVIYA
3.	Co-Borrower's Name (if applicable)	
4.	Borrower's Address	S/O: Ramswaroop Malviya, aranda road, at post kanheri sarap, Barshitakli, Akola, Akola, Maharashtra, 444001, Akola, Maharashtra, India, 444001
5.	Co-Borrower's Address (if applicable)	
6.	Email & Phone of Borrower	Email: aayushmalviya91@gmail.com Phone: 9325598330
7.	Email & Phone of Co-borrower (if applicable)	Email: Phone:
8.	Purpose (Institute/Course Name)	Acciojob / Full Stack Web Development (ISA Placed)
9.	Channel Partner's and/or Service Provider's Application number	15023
10.	Loan Amount	Rs 141600
11.	Loan Account No.	Loan account number to be provided upon disbursal
12.	Tenor (months)	12
13.	Number of Advance EMI	1 (to be paid before disbursement/ to be adjusted from disbursement)
14.	Subvention Fees	16041 (inclusive of GST) Paid by the Merchant/ Institute
15.	Disbursement	Loan Amount to be disbursed to Borrower in 2 number of installments.

Borrower

Co-Borrower/s

16.	Rate of Interest Note: Lender may revise/vary the ROI	0.0% per annum compounded at monthly rests (Applicable on entire Loan amount notwithstanding the disbursement schedule agreed by Lender with the Institute and/or Service Provider)				
17.	Default Interest	2% monthly				
18.	Repayment Schedule /EMI Amount <u>(subject to revision upon change in ROI in terms of the sanction)</u>	Indicative EMI: INR 11800 ● The actual EMI will depend on the disbursement date and may change accordingly, and will be shared post-disbursement.				
19.	Fees & Charges Note: Lender may revise/ vary the fees/charges	Cheque/ECS bounce charges: INR 500 + GST Interest on late payment of EMI: 2% compounded monthly For any query write to us on contact@gyandhan.com				
20.	Prepayment conditions	<table border="1"><tr><td colspan="2">*No pre-payment allowed</td></tr><tr><td>Foreclosure charges:</td><td>INR 500 + GST</td></tr></table>	*No pre-payment allowed		Foreclosure charges:	INR 500 + GST
*No pre-payment allowed						
Foreclosure charges:	INR 500 + GST					
21.	Merchant's and/or Institutes Name	Acciojob				
22.	Merchant and/or Institutes Account Details	IFSC: UTIB0000206 Account Number: 918020071573955				
23.	Channel Partner's and/or Service Provider's Name					
24.	Grievance Redressal Officer information	Name: Aastha Gupta Email: complaints@gyandhan.com Phone Number: 9311124837 Address: First Floor, 262, Westend Marg, Saiyad Ul Ajaib Extension, Saket, New Delhi, Delhi 110030				

Without prejudice to Lender's right in terms of the Loan Agreement and subject to such Agreement,

- Disbursement shall be into the account specified by the School and/or Institutes.
- * Entire Loan amount along with outstanding interest (if applicable) and charges to be received from the Borrower before loan foreclosure notwithstanding the actual disbursement from the Lender to the Institute, or by procuring payment of outstanding Loan to the Lender, from the School's and/or Institutes Account.
- In case of premature withdrawal from the course/ request for cancellation of drawdown, the Borrower shall submit NoC from the institute and arrange credit for proportionate refund and foreclosure amount to the lender.

Borrower expressly undertakes that:

Borrower

Co-Borrower/s

■ The arrangement between or with the Institute/channel may require drawdown of loan amount in tranches which otherwise becomes payable upfront in its entirety by the Borrower in absence of such tie-ups. As such the date of first tranche shall be deemed to be the date of disbursement of the entire sanctioned amount, since the amounts are kept available for drawdown, irrespective of its utilization.

■ While the interest cost in the ordinary course for the loan shall be at the rate equivalent to the ceiling rate; in consideration that ROI will be calculated on the total sanctioned loan amount despite credit of funds in tranches to the institute, the Lender has agreed with sanctioning loan on the sanctioned terms. Ceiling rate means the maximum rate of the ceiling limit mentioned in the extant interest rate policy of the lender available on lenders' website, present copy of which has been supplied to the Borrower and received in good order.

■ As such the Borrower agrees that interest costs are the negotiated and reasonable estimate of the return on these debts payable to the Lender. The Borrower has thus satisfied itself of the suitability and appropriateness as to costs and expenses for availing the sanction accordingly.

By Accepting/Signing this Form, I/We, as the Borrower, hereby acknowledge my/our acceptance and consent to Agreement along with the Annexure 1, and the Terms & Conditions, as may be applicable from time to time.

For Online Acceptance

Applied, Accepted, Authenticated, Signed and Delivered by the Borrower through electronic form, by clicking "I Accept" button in the online system/ application/ Website made available for processing loans with Gyandhan Financial Services Limited (including through its authorized service providers) as well as entering the one time password (OTP).

Borrower

Co-Borrower/s