

REGENCY SHARES AND HOLDINGS PRIVATE LIMITED



Loan Agreement

Lender	Regency Shares and Holdings Pvt. Ltd.
Loan account number	RSHLP20245630
Platform	www.cashwalle.com
Loan Amount (INR)	15,000
Per day Interest Rate (%)	1
Approved Period (Days)	21
Processing Fee (INR)	885
Pre-Closer Charges (INR)	Nil
Net Disbursement Amount (INR)	14,115
Security/Collateral	Nil

I agree to submit the following documents for availing of Loan:



S.No	Documents from the Applicant and the Co- Applicant (if any)	Status
1	PAN Card	Y
2	Passport/Voter ID/Masked Aadhaar/Driver License	Y
3	Last 3 months bank statements or other income proof	
4	Any other document requested by Lender	NA

Signature: *Upendra Kumar Hatwal*

Date: 11/12/2024-05:42:12 PM

Name: Upendra Hatwal

IP Address: 2402:3a80:41c2:4c2f:475:9a41:38f8:b358

SELF-DECLARATION AND UNDERTAKING:

I hereby apply for the Loan facility to the Lender Regency Shares and Holdings Pvt. Ltd. through its lending platform Cashwalle As specified above.

I represent that the information and details provided in this Application Form and the documents submitted by me are true, correct and that I have not concealed any information.

I have read and understood the fees and charges as may be applicable to the Loan that I may avail from time to time.

In case of delayed Payment, there would be a late payment charge @1% per day on the due amount over and above the applicable interest.



REGENCY SHARES AND HOLDINGS PRIVATE LIMITED

I agree & declare that my monthly household income(including income from all people residing in my house) is greater than Rs. 20,000 & Bank account details furnished are from my salary account and I also confirm that no insolvency proceedings or suits for recovery of outstanding dues have been initiated and / or are pending against me.

I hereby authorize Regency Shares and Holdings Pvt. Ltd. through its lending platform Cashwalle to exchange or share information and details relating to this Application Form with its group companies or any third party, as may be required or deemed fit, for the purpose of processing this loan application and/or related offerings or other products / services that I may apply for from time to time.

I hereby consent to and authorize Regency Shares and Holdings Pvt. Ltd. through its lending platform Cashwalle to increase or decrease the Loan limit assigned to me basis Lenders Regency Shares and Holdings Pvt. Ltd. through its platform Cashwalle internal credit policy.

By submitting this Application Form, I hereby expressly authorize Regency Shares and Holdings Pvt. Ltd. through its lending platform Cashwalle to send me communications regarding various financial products offered by or from Lender, its group companies and / or third parties through telephone calls / SMSs / emails / post etc. including but not limited to promotional communications. And confirm that I shall not challenge receipt of such communications as unsolicited communication, defined under TRAI Regulations on Unsolicited Commercial Communications under the Do Not Call Registry.

I understand and acknowledge that Regency Shares and Holdings Pvt. Ltd. through its lending platform Cashwalle has the absolute discretion, without assigning any reasons to reject my application and that Regency Shares and Holdings Pvt. Ltd. through its lending platform Cashwalle is not liable to provide me a reason for the same.

That Regency Shares and Holdings Pvt. Ltd. through its lending platform Cashwalle shall have the right to make disclosure of any information including my Aadhar number relating to me including personal information, details in relation to Loan, defaults, security, etc. to the Credit Information Bureau of India (CIBIL) and/or any other governmental/regulatory/statutory or private agency / entity, credit bureau, RBI, CKYCR, including publishing the name as part of willful defaulters list from time to time, as also use for KYC information verification, credit risk analysis, or for other related purposes.

I agree and accept that Regency Shares and Holdings Pvt. Ltd. through its lending platform Cashwalle may in its sole discretion, by itself or through authorized persons, advocate, agencies, bureau, etc. verify any information given, check credit references, employment details and obtain credit reports to determine creditworthiness from time to time.

That I have not taken any loan from any other bank/ finance company unless specifically declared by me.

That the funds shall be used for the Purpose specified above and will not be used for any illegal, anti-social or speculative purposes.
CASHWALLE Loan Application No. : **RSHLP20245630**

I declare that I will not use the funds advanced by the Regency Shares and Holdings Pvt. Ltd. through its lending platform Cashwalle for the purchase of gold in any form, including primary gold, gold bullion, gold jewelry, gold coins, units of gold Exchange Traded Funds (ETF) and units of gold Mutual Funds.

I have clearly understood and accepted all the charges listed above

I hereby confirm that I contacted the Regency Shares and Holdings Pvt. Ltd. through its lending platform Cashwalle for my own personal requirement of personal loan and no representative of Regency Shares and Holdings Pvt. Ltd. through its lending platform Cashwalle has emphasized or induced me directly / indirectly to make this application for the Loan.

I acknowledge, understand and agree that identical products with identical tenure and availed during the same period may attract



REGENCY SHARES AND HOLDINGS PRIVATE LIMITED

different interest rates for different customers. Interest rates could vary depending upon consideration of all or combination of multiple factors including but not limited to the following:

- a) Credit and default risk in the related business segment
- b) Historical performance of similar homogeneous clients
- c) Profile of the applicant
- d) Industry segment
- e) Repayment track record of the applicant
- f) Nature and value of collateral security
- g) Secured Vs unsecured loan
- h) Loan ticket size
- i) Credit rating of the applicant Loan tenor
- j) Location delinquency and collection performance
- k) Other indebtedness of the applicant



Cashwalle.com

I further understand that all the terms listed above along with fees/ charges (as may be applicable) apply for the said Loan from the Regency Shares and Holdings Pvt. Ltd. through its lending platform Cashwalle.

I understand and acknowledge that the below mentioned fees and charges along with the applicable interest amount for the approved loan tenor are payable by me to the Regency Shares and Holdings Pvt. Ltd. through its platform Cashwalle and that Regency Shares and Holdings Pvt. Ltd. through its platform Cashwalle will deduct such amounts from the Loan and the balance amounts will be disbursed into the Disbursement Account.

I hereby confirm having read and understood the Standard Terms and Conditions applicable to this Loan and I am signing this Application Form after understanding and acceptance of each term

General Terms:

We, REGENCY SHARES AND HOLDINGS PVT. LTD. (hereinafter referred to as the company) a private limited company, incorporated under

the provisions of the companies act, 1956, represented by its members, where such expression shall, unless repugnant to the context thereof, be deemed to include its respective legal heirs, representatives, administrators, permitted successors and assigns. The creator of this privacy policy ensures our steady commitment to your privacy with regard to the protection of your invaluable information. These terms and conditions contain information about an online website called www.cashwalle.com (hereinafter referred to as the website) located at cashwalle.com. In order to provide you with our uninterrupted use of services, we may collect and, in some circumstances, disclose information about you to ensure better protection of your policy, we provide this notice explaining our terms and conditions for loan and our information collection and disclosure policies, and the choices you make about the way your information is collected and used.

Also please note: lending loan basis social score is expressly conditioned on borrowers consent and assent to these terms and conditions (T&Cs). any acceptance of the lenders loan facility is expressly limited to these T&Cs. No document uploaded or document solely signed by the borrower shall modify these T & Cs. the lender may amend the terms and conditions after prior notification to the borrower and such amended terms and conditions will thereupon apply to the borrower.

By clicking on the accept button at the bottom of this page, you irrevocably and unconditionally accept the terms and conditions for grant of this loan and these terms and conditions will become a legally binding contract between the lender and yourself as the borrower.



REGENCY SHARES AND HOLDINGS PRIVATE LIMITED

Account Registration

In order to avail a Loan through Cashwalle.com, the Borrower is required to register himself with www.cashwalle.com by filling basic information. Borrower is required to register with cashwalle only once against which he will receive a Unique CASHWALLE Loan account Number. Once Borrower is registered with www.cashwalle.com, he can apply and avail loans from www.cashwalle.com from time to time without having to register again. If any of the Borrowers profile details changes, i.e. Employer, Salary, Address, Contact Details, Bank Account Details etc., the Borrower must notify Cashwalle.com immediately or change the details himself by using the Cashwalle website through his Dashboard.

The eligibility criteria for registration with Cashwalle.com is as below Borrower should be resident of India and above the age of 21, Borrower should be salaried, Borrower should hold a bank account in his own name, Borrower should get his/her salary credit directly in his/her bank account. The Borrower will have to provide basic details and documents as stipulated in the Registered Account opening page in order to be duly registered with Cashwalle.com. The documents required to be submitted to the Lender will be in accordance with the Know Your Customer Policy of the Lender displayed on the Website from time to time. Any change in basic details and documents provided by the Borrower should be intimated. Based on the documents and details provided, the Borrowers social score will be calculated and Borrower will be informed of his eligibility within few hours of registering his Account and providing all required documents and details. It may be possible that in certain cases, the Social score calculation may take longer than expected due to Borrowers profile being incomplete, or requisite documents not being provided or additional information, documents are required to establish the credibility of the Borrower.

The Lender reserves the sole right and discretion to approve your application without having the need to provide any reasons for the same. Lender reserves the sole right to accept or reject a Member, if the Borrower/customer does not fit the criteria set out by Lender.

Disbursement

The Lender may but shall not be obliged to make a Disbursement unless -

Borrower has duly filled the application form pertaining to Loan on the www.cashwalle.com website

The Borrower has provided images of all the documents in original and details required by Cashwalle.com to the satisfaction of the Lender.

Borrower has not committed breach of any provision of this Contract and no Event of Default, or event which after a lapse of time or notice is capable of becoming an Event of Default, has occurred

There is no occurrence of a Material Adverse Effect on the Borrower;

The Borrower has fulfilled all other conditions as may be specified by the Lender from time to time.

A Disbursement shall be disbursed to, or on behalf of, the Borrower as may be decided by the Lender. A Disbursement made on behalf of the Borrower(s) shall be deemed to be a borrowing by the Borrower.

The Borrower shall under no circumstances use the Loan Amount for any unlawful or illegal purposes whatsoever.

Notwithstanding anything stated above or elsewhere in this Contract, it is expressly agreed by the Borrower that the Lender shall not be bound to continue the Loan or make any Disbursement, and the Lender may, in its sole and exclusive discretion, at any time, without assigning any reason, decline to make a Disbursement or otherwise discontinue the Loan consequently recalling the entire



REGENCY SHARES AND HOLDINGS PRIVATE LIMITED

Loan, which decision shall be binding on, and shall not be questioned by, the Borrower, and the Lender shall not be liable for any damages or other consequences to the Borrower or any other Person by reason thereof.

Notwithstanding anything contained herein, it is clarified that the Borrower shall repay the Loan Amount and Amounts Due to the Lender forthwith on demand. Unless the demand is made by the Lender, the Borrower shall repay the Loan on the Due Date.

Repayment and Prepayment

Repayment

Borrower shall repay the Amounts Due through any one of the following methods:

Net Banking Payment to the Bank Account of Lender: as will be communicated by SMS and/or email registered with the loan application.

Cash or Cheque to be deposited into the Lenders Bank Account, in exceptional cases, when the Borrowers Bank is unable to execute Net Banking Transaction.

Payment Gateway- Net Banking, Debit Card, Wallets and any other approved medium by RBI.

In case of any change in Bank Details, the Borrower will receive an SMS and/or email. With details of the Lender Bank Account in which Amounts Due are to be deposited.

Borrower is required to mail repayment details to Lender at support@cashwalle.com by sharing / uploading payment details.

If any payment under these T&Cs is required to be made on or before a day which is not a Business Day or within a day which is not a Business Day or within a period which ends on a day which is not a Business Day then the Borrower shall be required to make the payment on the immediately preceding Business Day.

Lender will intimate Borrower through SMS and/or email / Mobile Notifications regarding Due Date of Repayment of Amounts Due. However, Lender assumes no obligation to provide such intimation to the Borrower. The Borrower agrees that it shall be entirely its responsibility to ensure prompt payment of the Amounts Due on the Due Dates.

Repayment of the Facility is to be made by the Borrower on or before the Due Date at the end of the Term of Loan.

The Lender shall be entitled to recalculate/ re-compute the Amounts Due if the Lender varies the interest rate and/or upon the occurrence of any event which in the opinion of the Lender necessitates a re-computation/ recalculation of the same.

Prepayment

Notwithstanding the above, if the Borrower wishes to repay any Loan Amount or Amounts Due or part thereof before its Due Date, the Borrower may do so and send the payment details to support@cashwalle.com. The Interest amount only on the Principal outstanding amount would be calculated. The Borrower may, on such terms and conditions as may be imposed by the Lender, be entitled to prepay any Loan Amount or Amounts Due or part thereof before its Due Date.

Loan Recall



REGENCY SHARES AND HOLDINGS PRIVATE LIMITED

Recall by the Lender

Lender reserves the right to recall, any loan disbursed to Borrower for failure to disclose materially valuable information to determine credit profile. If Borrower has provided false or misleading information, Lender will call for the Loan Amount/Amounts Due to be repaid within 24 (twenty four) hours, following which Borrower will be deemed to have committed an Event of Default and Consequences of Event of Default shall follow.

Notwithstanding anything contained elsewhere in these T&Cs or any Policies, Lender shall be entitled to, in its sole and absolute discretion, and without assigning any reason, recall the Loan Amount or Amounts Due or any part thereof by giving to the Borrower 3 (three) Business Days notice in writing or such longer notice period as may be mandatorily required under Applicable Law, in such event, the Borrower shall be liable to repay / pay the same to the Lender within 3 (three) Business Days of receiving such notice. Upon expiry of the period of notice, the entire Amounts Due shall immediately stand repayable by the Borrower to the Lender.

Fees and Other Payments

Fees and Eligibility

The Borrower shall be liable to pay the Lender a processing fee as per the below (Processing Fee). The Lender reserves the right to change the amount of Processing Fee at any time; however the same would not apply retrospectively to a Loan already availed by Borrower.

The Processing Fees shall be deducted upfront at the time of Disbursement of the Loan Amount.

The Borrower shall be solely liable to bear and pay to the Lender all costs, stamp Duty charges and expenses incurred by the Lender in connection with this Contract, any other documents including but not limited to all costs, charges and expenses incurred for enforcing any provision thereof or recovering any amount payable by the Borrower, all costs of creation, enforcement, realization (or attempted enforcement and realization) of any Amounts Due, including stamp duties (including penalties thereof), all document charges, legal fees, holding costs, registration charges and court fees; any bank charges and charges for dishonored cheques, and the Borrower shall pay the same to the Lender forthwith on (and in any event within 3 (three) Business Days) of demand by the Lender. In any such cases, the Borrower shall be blacklisted and no further Loan sanction or Disbursement Request shall be entertained by the Lender.

The Borrower agrees that he is liable to pay the stamp duty, other fees as applicable on all the documents/ instruments executed by and between the parties or any of them pursuant to the Loan granted by the Lender to the Borrower including but not limited to the Contract and keep the Lender indemnified against all loss, costs, charges and expenses that may be suffered or incurred by the Lender by way of any direct or indirect taxes such as service tax, transaction tax, stamp duty or other fees of any nature.

Additionally, the Borrower shall also be liable to make payment of all costs, charges, expenses including interest and penalty, if any, payable as

a result of non-payment or payment of deficient stamp duty on any of the aforesaid documents, including but not limited to this Contract and all legal costs as between the attorney and clients on a full indemnity basis.

Representations and Warranties

Borrower hereby declares, assures, agrees, represents and warrants prior to and upon acceptance of these T&Cs and at the time of disbursement/ availing of the Loan that: The details and description of the Borrower provided at the time of Account opening is



REGENCY SHARES AND HOLDINGS PRIVATE LIMITED

accurate.

The Borrower is competent to contract under The Indian Contract Act, 1872.

Any declarations and information which has been or which may hereafter be provided by the Borrower to the Lender in relation to the Loan, including in the application form for the Loan and in relation to any other Loan availed of by the Borrower from the Lender or any other Persons, is true and accurate and complete in all respects and is not misleading in letter or spirit whether by reason of omission to state a material fact or otherwise.

The Persons, if any, availing of and operating the Loan and each disbursement for and on behalf of the Borrower are and will be duly authorized by the Borrower to do so.

The Borrower is fully empowered to enter into this Contract and to perform his obligations hereunder, and these T&Cs and Policies are duly accepted by the Borrower, and constitute legal, valid and binding obligations of the Borrower enforceable against him.

No proceedings have been initiated and no events have occurred in connection with insolvency, bankruptcy, liquidation protection against creditors or declaration as a relief undertaking or other similar matters in relation to the Borrower, and there is no order for the appointment of a receiver, administrator, liquidator or other similar Person or authority in relation to the business, undertaking or assets of the Borrower.

Nothing contained herein conflicts with any Applicable Law, regulation or bye law of the Central or a State Government or any local, revenue, tax or statutory authority, including the Securities and Exchange Board of India, the Reserve Bank of India, stock exchange or any other authority, which is binding on the Borrower.

The Borrower is not in arrears of any demand including income tax, corporate tax and any other taxes, rates or levies or any other statutory dues payable to the Central or State Governments or any local, statutory or other authority.

The entering into and acceptance by the Borrower of these T&Cs and Policies constitute acts done and performed for private and commercial purposes and Borrower will not be entitled to claim immunity for himself or any of his assets from suit, execution, attachment or legal process in any proceedings in relation to these T&Cs and Policies.

If the Borrower authorises any other Person to transact with the Lender, then such act of the authorised Person shall be binding on the Borrower.

The Borrower has not been included in the list of defaulters by any regulatory/ statutory authority and/or banks and/or financial institutions

and/or Non-Banking Financial Companies etc.

Each of the representations and warranties contained herein shall be continuing representations and warranties and shall be deemed to have been made by the Borrower and on the date of acceptance of these T&Cs and repeated by him on every day during the subsistence of this Contract including, in particular, on the date of, and on the date prior to each application for, and grant and disbursement of any part of Loan amount.

The Borrower agrees to accept the statement of account sent by Lender or by any other authorized representative of Lender as conclusive proof of the correctness of any sum claimed to be due from the Borrower unless the Borrower reverts to Lender within a period of 3 (three) Business Days from the date of dispatch of statement of account.



REGENCY SHARES AND HOLDINGS PRIVATE LIMITED

Borrower Covenants

The Borrower hereby agrees and undertakes that:

He shall promptly inform the Lender in writing if the Borrower voluntarily or involuntarily becomes the subject of any insolvency or bankruptcy law or proceedings.

He shall inform the Lender if a receiver, administrator, liquidator or other similar Person or authority is appointed or sought to be appointed in relation to the Borrower or his assets.

If any representation or warranty provided by the Borrower is found to be incorrect or misleading as on date of acceptance of this T&Cs or

Application for or release of any disbursement or at any time during the subsistence of these T&Cs, or if the Borrower commits breach of any provision of this Contract, the Borrower shall forthwith inform the Lender of the same. Notwithstanding the same, any breach of the representations, warranties and covenants, shall be deemed to be an Event of Default.

The Borrower covenants that the Borrower shall disclose all such information regarding substantial changes in the Borrowers financial position to the Lender from time to time.

Notwithstanding anything to the contrary, the Borrower agrees that the Lender shall have the general right of cancellation or withdrawal of any undrawn Loan, in part and/or in full, or the repayment on demand of any drawn Loan, including the right to call for cash cover on demand for prospective and contingent liabilities.

To execute and deliver to the Lender such further agreements, undertakings, declaration, assurance, security documents and writings as the Lender may from time to time require in relation to the Loan.

To bear and pay all taxes, rates, duties (including stamp duties), charges and other imposts and obligations existing as well as future, in respect of the Loan and these T&Cs, the transactions hereunder and all writings executed pursuant to or in connection herewith.

The Borrower shall notify the Lender immediately of any:

Lawsuits, governmental proceedings, or claims which, individually or in the aggregate, involve an amount exceeding 25% of the Borrowers net worth or which may impair the Borrowers ability to perform his obligations hereunder if the relief prayed for were granted.

Occurrence of any Event of Default or any event which with the passage of time (with or without notice) or the giving of notice may result in an Event of Default.

The Borrower authorizes the Lender to obtain a credit report from a Credit Bureau, or other service provider that holds the Borrowers credit history and related details. The Lender has the right to use the Borrowers credit report, social media profile/content, cell phone/Mobile data and employment data for authentication, credit scoring, credit decision purposes and loan recovery in case of a default. The Borrowers credit rating will along with some personal and credit information might be displayed with the Borrowers Loan details to other Lender members or the public to facilitate their own credit decision. The Borrower authorizes the Lender to verify information, and the Borrower agrees that the Lender may contact third parties to verify any such information. The Lender will require and obtain from Credit Bureau a copy of the Borrowers credit report each time the Borrower requests for a Loan.

The Borrower authorizes the Lender to undertake verification procedures to confirm Borrowers personal identity, Borrowers bank account, Borrowers social status and any other information that the Borrower provides to the Lender through the production of



REGENCY SHARES AND HOLDINGS PRIVATE LIMITED

appropriate documentation by the Borrower. The Borrower also accepts that the Lender may provide the Borrowers information to a third party to conduct information and identity verification and the Borrower hereby authorizes the Lender to request and obtain data from a third party to verify any information about the Borrower.

The Borrower agrees that the Borrower will not, in connection with the Borrowers Loan application (i) make any false, misleading or deceptive statements or omissions of material fact in the listing; (ii) misrepresent identity, or describe, present or portray himself/herself as a person other than the Borrower (iii) give to or receive from, or offer or agree to give to or receive from any person any fee, bonus, additional interest, kickback or thing of value of any kind; or (iv) represent himself/herself to any person, as a representative, employee, or agent of Cashwalle.com, or purport to speak to any person on behalf of Cashwalle.com/Lender. Borrower agrees that it is his sole obligation to pay Loan Amount, as and when they fall due.



Event and Consequences of Default

Each of the following events is, and shall be deemed to constitute, an Event of Default:

If the Borrower commits any breach of any provision of the T&Cs or Policies or other document including but not limited to (a) default or delay in payment of any Amounts Due within the valid extension period as mentioned in Clause 6.1 (b) misrepresentation or breach of any obligations, warranties, assurances, covenants, statements and particulars mentioned in these T&Cs or Policies; (c) any information given by the Borrower in his application for grant of Loan is incorrect or misleading, or a representation, warranty or statement made or deemed to be made hereunder or in connection with the Loan or any transaction undertaken with Lender, is incorrect or misleading in any respect. If Borrower is subject to any bankruptcy or insolvency law.

if the Borrower is unable to pay his debts as and when they arise or there is an apprehension of such inability or if the Borrower has admitted such inability in writing.

The death/lunacy or other disability of the Borrower.

If the Borrower has defaulted or is likely to default in repayment or compliance with the terms of any other Loan sanctioned or availed by the Borrower from Lender or any other Person or an Event of Default being constituted in relation to any of the Borrowers credit, borrowing or any other arrangement with any Person or entity other than the Lender.

If there is any commencement of a legal (including arbitration) process against the Borrower. ;

If the Borrower shall stop payments or threatens to stop any payments to the Lender.

If there exists any other circumstance which, in the sole opinion of the Lender, is prejudicial to the interest of the Lender. Change in residential status of Borrower.

Consequences of Event of Default

In addition to any general lien or similar right to which the Lender may in law generally be entitled, the Lender may at its discretion use and enforce its right of set off and cross default between all the Loans Amount sanctioned to the Borrower.

The Borrowers default under this Loan shall be deemed to be a default of all the other Loans availed by the Borrower, and notwithstanding anything contrary elsewhere contained in any writing or otherwise, the Lender shall regard all borrowings by the Borrower as immediately due and payable and the Lender shall be entitled to recall all the Loans granted to the Borrower.



REGENCY SHARES AND HOLDINGS PRIVATE LIMITED

The Lender may, in its absolute discretion, and notwithstanding any direction by the Borrower to the contrary, appropriate any payments made by the Borrower towards repayment of any part of the Amounts Due by the Borrower under the Loan as the Lender in its discretion thinks fit; and ;

appropriate any payments made by the Borrower pursuant to this Contract towards any Indebtedness of the Borrower, and such appropriation shall be final and binding upon the Borrower who shall continue to remain indebted to the Lender for payment of the dues under this Contract in respect of which such sum of money were paid by the Borrower.

On the happening of any of the Events of Default, the Lender shall be entitled, without prejudice to any other right or remedy which the Lender may have under this Contract or otherwise in Applicable Law and notwithstanding any subsequent acceptance of any repayment of the Loan Amount including the interest and penalty thereof, take any of the steps specified herein below without any notice, except as specified herein, at any time after the occurrence of such event:

by a notice to the Borrower, to terminate this Contract and/or declare the Amounts Due, due and payable forthwith.

Borrower exercise and enforce all rights and remedies available to the Lender under this Contract and in Applicable Law for recovery of monies from Borrower.

appoint/nominate any Agency, law firm or person to legitimately recover default amount from the Borrower.

All expenses incurred by the Lender after an Event of Default has occurred including in connection with collection of Amounts Due shall be payable by the Borrower.

Notwithstanding any suspension or termination of this Contract as specified hereinabove, all the provisions of this contract for the benefit or protection of the Lender and its interests shall continue to be in full force and effect as specifically provided in this Contract.

Term and Termination

The Parties are deemed to have entered into this binding Contract with effect from date of acceptance by Borrower of these T&Cs clicking ACCEPT button (Effective Date) OR I Agree to the terms and Conditions. These T&Cs shall continue to subsist until expiry or terminated as hereinafter provided. The Lender may in its sole discretion With or without cause, terminate this contract at any time by giving the borrower a notice.

The Lender has the right to terminate the Borrowers registration immediately and without notice upon the Lenders reasonable determination that the Borrower has committed a fraud or made a material misrepresentation in connection with a Loan, or performed any prohibited activity, or otherwise failed to abide by the T&Cs herein or the Policies.

On termination of this Contract, the entire Amounts Due shall be forthwith repayable by Borrower to Lender. It is hereby expressly clarified that notwithstanding the termination of this Contract or the recall of the Loan Amount or Amounts Due, all of Borrowers obligations pursuant hereto which have accrued prior to the termination, shall be duly performed and all the obligations of the Borrower shall remain enforceable until the due repayment of the Amounts Due.

Sanction

Lender may be required to take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of financial crime (Financial Crime Risk Management Activity) and act in accordance with the Applicable Laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to Financial Crime.



REGENCY SHARES AND HOLDINGS PRIVATE LIMITED

Lender may take any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with all such Applicable Laws, regulations and requests.

Such action may include but is not limited to (a) screening, intercepting and investigating any instruction, communication, drawdown request, disbursement, application for services, or any payment sent to or by you, or on your behalf, (b) investigating the source of or intended recipient of funds (c) combining Borrower Account Information with other related information in the possession of the Lender, and/or (d) making further enquiries as to the status of a Person, whether they are subject to a sanctions regime, or confirming your status (e) share information on a confidential basis with such affiliates whether located in India or overseas in relation to prevention of Financial Crime.

Exceptionally, Financial Crime Risk Management Activity may lead to Lender delaying, blocking or refusing the making or clearing of any payment, the processing of borrowers instructions or application for services or the provision of all or part of the services. To the extent permissible by Applicable Law, Lender shall not be liable to borrower or any third party in respect of any loss (whether direct or consequential and including, without limitation, loss of profit or interest, however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

In certain circumstances, the action which Lender may take may prevent or cause a delay in the processing of certain information. Therefore, neither Lender nor any of its affiliate warrants that any information on Lenders systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.

For the purpose of the present clause: Compliance Obligations means obligations of the Lender to comply with:

- a) Laws or international guidance and internal policies or procedures,
- b) Any demand or request from authorities or reporting, disclosure or other obligations under laws, and
- c) Laws requiring us to verify the identity of our customers.

Financial Crime includes money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any laws relating to these matters.

Notices and Grievances redressal

Notices

The Borrower hereby agrees, permits and consents with the Lender that uploading of details and documents on the Website or providing the same through internet / email to the email address provided by the Borrower at the time of account opening or subsequently modified by way of a written communication. For the sake of clarity all of the above documents are referred to as Digital Documents. The Borrower acknowledges that once Digital Documents are uploaded/mailed by the Lender at Borrowers email address registered with it, it shall be deemed to have been received by the Borrower and hence there will be no further requirement on the part of the Lender to send the same physically in the paper based format to the Borrower. The Borrower hereby acknowledges that he has read and understood the following points governing issuance of the Digital Document by the Lender.

For the purpose of the above, the email address used would be the same as provided by the Borrower at the time of Account opening. Any change in the email address of the Borrower shall be immediately intimated by the Borrower to the Lender by editing the profile information of the Borrower through the Website.

The Borrower shall access the digital documents electronically. The Borrower understands that it is his responsibility to review all such digital documents. All information contained therein shall be binding on the Borrower, if the Borrower does not object, either in



REGENCY SHARES AND HOLDINGS PRIVATE LIMITED

writing or via electronic mail within 24 hours after any such documents are available to the Borrower.

The Borrower agrees that, the Lender fulfils its legal obligation to deliver to the Borrower any such document if sent via electronic delivery

The Borrower agrees that the Lender shall not be responsible for non-receipt of Document(s) sent via electronic delivery due to change in/incorrect email address provided by the Borrower for the purpose or for any other reason which inter alia include insufficient space in the inbox of the Borrower, technical reasons or malfunction of the Borrower/s computer system(s) server/internet connection etc. It shall be the responsibility of the Borrower to intimate the Lender of any change in the Borrowers e-mail account(s).

The Lender shall not be liable or responsible for any document or statement received from frauds or impostors or any consequences thereof.

The Lender shall not be liable for any problem, which arises at the Borrowers computer network because of the Borrowers receiving any such statement from the Lender. The Borrowers understands and agrees that the Lender shall be entitled to charge to the Borrowers fees / charges for sending such Documents. Such fees and charges shall be intimated to the Borrower from time to time by the Lender.

The Borrower acknowledges and accepts that the internet is not a fully secured or a protected medium of communication and provision of services due to the public nature of the communication and that the accuracy, reliability and soundness of such means of communication and provision of services depends upon, amongst others, the service providers and the telephone, modem, cables, systems, facilities and the like used and operated from time to time by such providers and other participants.

Borrower acknowledges and further accepts that, as a result of such restraints or limitations, there are risks associated in using such means of communication including the congestion, breakdown, interruption or failure of transmission of the internet service or any communication equipment or facilities, errors, omissions or delays in the transmission and receipt of data and information. There are also other risks involved such as in the unauthorised access, tampering, modification or alteration of the service and/or the system, components and software used or comprised in the service which may result in the use, manipulation, retrieval or the theft or loss of data and information, including Borrowers personal data. The Borrower agrees that the Lender shall not be liable / responsible for such matters and resultant losses under any circumstances.

Any notice or communication to Lender may be given by way of email to the following email address:

Kind Attn.: OFFICER INCHARGE -REGENCY SHARES AND HOLDINGS PVT. LTD.

Email Address: support@cashwalle.com

Or by filling in the Contact Us Form available on the Cashwalle.com Website.

Grievances Redressal

Grievance Redressal Mechanism of the Platform / Lender:

Borrower can raise their concerns pertaining to the Platform / Lender, Facility Type, Processing Fee and/ or any other charges or any other concern related to the product to authorised representatives of Regency Shares and Holdings Pvt. Ltd. Please refer to www.cashwalle.com . Borrowers are requested to address all their grievances at the first instance to the Grievance Redressal Officer. The contact details of the Grievance Redressal Officer are: Mr. Nitin Designation: Grievances officer Address: Regency Shares and Holdings Pvt. Ltd . 1008, 10th Floor Vikrant Tower, Rajendra Place, New Delhi-110008. Email:grievance@cashwalle.com or at support@cashwalle.com The Grievance Redressal Officer may be reached on the email provided above anytime between 10:00 to 10:00 to



REGENCY SHARES AND HOLDINGS PRIVATE LIMITED

6.30 from Monday to Friday except public holidays. The Grievance Redressal Officer shall endeavour to resolve the grievance within a period of (14) fourteen days from the date of receipt of a grievance

If the Borrower does not receive a response from the Grievance Redressal Officer within 14 (fourteen) days of making a representation, or if the Borrower is not satisfied with the response received from the Grievance Redressal Officer, the Borrower may reach the Nodal Officer on the email nodal@cashwalle.com anytime between 10:00 to 18:30 from Monday to Friday and 10:00 to 14:30 on Saturdays except public holidays or write to the Nodal Officer at the e-mail address below. The details of the Nodal Officer are provided here Mr. Abhay, Designation: Nodal Officer Email: nodal@cashwalle.com.

Complaints to Ombudsman In case the Borrower does not receive a response from the Grievance Redressal Official or the Nodal Officer within one month from the date of making a representation to the Lender, or if the Borrower is not satisfied with the response so received, a complaint may be made in accordance with the The Ombudsman Scheme for Non-Banking Financial Companies, 2018 (Ombudsman Scheme) to the Ombudsman in whose jurisdiction the office of the Lender complained against, is located. For contact details of the Ombudsman and for salient features of the Ombudsman Scheme. Please refer to Fair Practices Code adopted by the Company and available on our website of Cashwalle. A copy of the Ombudsman Scheme is available on the website of the Reserve Bank of India at www.rbi.org.in and also with our Nodal Officer.

Transfer and Assignment

/ transfer such rights by way of a sale or as a charge or other security or for obtaining risk or financial participation in the Loan and, in such case, the same shall be binding on the Borrower, any Person to whom such rights are granted, transferred or assigned shall be entitled to the full benefit of such rights and all the terms, conditions, representations, warranties and covenants contained herein on the part of the Borrower shall be valid, binding and in full force and effect in favour of such transferees, assignees, purchasers or participants in the Loan.

The Lender may, at any time and from time to time, without any consent of or reference to the Borrower, grant, sell, securitize, assign or transfer to any bank, financial institution or other Person(s), for any purpose whatsoever, any or all of its rights, benefits and/or obligations hereunder, the loan documents, Contract including the right to receive the Loan Amounts and Amounts Due or any part thereof and, in particular, may grant

The Lender is required to act in accordance with the Applicable Laws and regulations operating in various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any Persons or entities which may be subject to sanctions. The Lender may take, and may instruct other members of the Lender's group to take, any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with all such Applicable Laws and regulations. Notwithstanding any provision of this Contract, neither the Lender nor any member of the Lenders group will be liable for loss (whether direct, consequential or loss of profit, data or interest) or damage suffered by any party arising out of:

Any delay or failure by the Lender or any member of the Lenders group in performing any of its duties under this Contract or other obligations caused in whole or in part by any steps which the Lender, in its sole and absolute discretion, considers appropriate to take in accordance with all such Applicable Laws and regulations or The exercise of any of the Lender's rights under this clause

Disclosure of Information

The Borrower hereby irrevocably agrees and consents to the Lender and/or Cashwalle.com disclosing to or publishing with any agencies, bureaus, companies, firms, associations, corporate or unincorporated bodies and other Persons including any outside agencies and credit bureaus (whether for its own use or for onward communication or disclosure by them to others) including but not limited to Credit Information Bureau Limited (CIBIL) or any other agency authorized by Reserve Bank of India (RBI) in this behalf, any information or details whatsoever concerning the Borrower including the Borrowers accounts, the financial relationship of the Borrower and history with the Lender, the manner of operation of the Borrowers account(s), the debit or credit balance in any and all



REGENCY SHARES AND HOLDINGS PRIVATE LIMITED

accounts of the Borrowers, any default(s) by the Borrower, or any other financial relationship or Loans granted or to be granted to the Borrower and/or the identities, ages, addresses, telephone and fax numbers and other information of or relating to the Borrower (hereinafter collectively referred to as the Information).

;The Borrower shall not hold the Lender and/or Cashwalle.com responsible for sharing and/or disclosing the Information now or in the future and ; ; also for any consequences suffered by the Borrower and/or others by reason thereof. The provisions of this clause shall survive even after the term/termination of this Contract and the repayment of the Loan Amount by the Borrower.

The Borrower undertakes that CIBIL or any other agency so authorized may use/process the said information and data disclosed by the Lender and/or Cashwalle.com in the manner as may be deemed fit by them. CIBIL or any other agency so authorized may furnish for consideration the processed information, data and products thereof prepared by them to banks, Financial Institutions (FIs) or other credit granters or registered users as may be specified by RBI in this behalf.

Governing Law, Jurisdiction and Arbitration

This Contract shall be governed by and construed in accordance with the laws of India.

Unless the same falls within the jurisdiction of the Debts Recovery Tribunal established under the Recovery of Debts to Banks and Financial Institutions Act, 1993, any and all claims and disputes arising out of or in connection with this Contract or its performance shall be settled by arbitration by a single arbitrator appointed by the Lender. The seat of arbitration shall be in New Delhi.

Nothing contained herein shall be construed as extinguishing, limiting or ousting the jurisdiction of the concerned Debt Recovery Tribunal, if any, available to the Lender.

For the exclusive benefit of the Lender, the Borrower irrevocably agrees that any legal action, suit or proceeding arising out of or relating to or pursuant to the Loan or other ancillary or related documents may be brought in the courts of New Delhi. By accepting these T&Cs and Policies, the Borrower irrevocably submits to the jurisdiction of the Courts of New Delhi in any such action, suit or proceeding. Final judgment against the Borrower in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by Applicable Law.

Nothing contained herein shall affect the right of Lender to commence legal proceedings or otherwise sue the Borrower in any other appropriate jurisdiction, or concurrently in more than one jurisdiction, or to serve process, pleadings and other papers upon the Borrower in any manner authorized by the Applicable Laws of any such jurisdiction.

Arbitration

In case of any claims and disputes arising out of or in connection with this Agreement or its performance shall be settled by arbitration by a single Arbitrator to be appointed by the Company/Lender and the Borrower shall have no objection to the same. The venue of arbitration shall be, in New Delhi at the sole discretion of the Company/Lender at your cost. The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and the award of such Arbitrator shall be final and binding upon the Parties hereto.

Jurisdiction

That you are agrees that this Agreement shall be governed by the laws of India and in all matters arising under this Agreement, the competent courts within the local limits of whose jurisdiction, the Lender resides or ordinarily carries on his business, or personally works for gain or having its registered office, or having its corporate office or having its branch office, such courts will have exclusive jurisdiction over this Agreement to entertain and adjudicate upon legal proceedings arising out of disputes between the parties at your



REGENCY SHARES AND HOLDINGS PRIVATE LIMITED

cost.

Consent to Communications

You consent to us contacting you using all channels of communication and for all purposes. We will use the contact information you provide to us. You also consent to us and any other owner or service of your account contacting you using any communication channel. This may include text messages, email, automatic telephone dialling systems, and/or an artificial or pre-recorded voice. This consent applies even if you are charged for the call under your phone plan. You are responsible for any charges that may be billed to you by your communications carriers when we contact you. Regency Shares and Holdings Pvt. Ltd. will be making calls and sending SMS through a third-party platform.



Miscellaneous

Entire Understanding: These T&Cs are to be read and understood in conjunction with the KYC Policy, Loan and Risk Policy, Website Terms and Conditions, Privacy Policy and any other Policies that may be displayed on the Website from time to time and represents the entire agreement in respect of the Loan Amount between the Lender and the Borrower hereto on the subject matter hereof. Any provision of these T&Cs which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or enforceability but that shall not invalidate the remaining provisions of this Contract or affect such provision in any other jurisdiction.

Indemnity

The Borrower hereby indemnifies and agrees to keep the Lender indemnified against all costs, charges, expenses, penalties, claims, demands and damages including legal charges that the Lender may incur or be put to by reason of any third party claiming any right, title or interest in the ;

Loan or any other breach of this Contract or any breach of warranty or misrepresentation by the Borrower.

Nothing in this Contract shall be construed as limiting, restricting, making void or otherwise negating any right of set off in favour of the Lender existing or arising in common law, by statute or otherwise howsoever.

Severability: If any provision of these T&Cs or the Policies are held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of such T&Cs or relevant Policies, as the case may be, shall continue in full force and effect as if the Contract between the Parties had been entered into without the invalid, illegal or unenforceable provisions.

WAIVER

The waiver by either Party of a breach of a default by the other Party of any provision relating to these T&Cs or any Policies shall not be

construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power, or privilege that it has, or may have thereunder, operate as a waiver of any right, power, or privilege by such Party.

Amendment and Modification

The Lender may amend the T&Cs and notify the same to the Borrower and such amended T&Cs will thereupon apply to the Borrower. Lender may amend any Policies and upload the same on the Website and thereupon such amended Policies shall apply to



REGENCY SHARES AND HOLDINGS PRIVATE LIMITED

any agreement or understanding between the Borrower and Lender.

No Assignment: These T&Cs shall inure to the benefit of and be binding upon the respective heirs, successors and assigns of the Parties hereto. Borrower shall not assign, delegate or otherwise transfer all or any part of his rights or obligations under this Contract without the prior written consent of the Lender and any purported assignment made in violation of these T&Cs shall be void. Lender may at any time assign all or any part of its rights, obligations and benefits hereunder to any of its subsidiaries or affiliates or transfer or novate all or any part of its rights, benefits and obligations hereunder, to any third party including any bank, financial institution or institutional lender.

Interpretation: Clause, headings are inserted for convenience of reference only and shall not be deemed to affect the interpretation of these T&Cs. Words importing the plural shall, except where the context otherwise requires, include the singular and vice versa.

Disclaimer of Agency: These T&Cs shall not be deemed to constitute any Party hereto as the agent of any other Party hereto. Nothing contained in these T&Cs or Policies and no action taken by the Parties hereunder shall be deemed to constitute a relationship of employer-employee or agency or of partnership between the Parties.

External Links on the Website

The Website may include advertisements hyperlinks to other websites, applications, content or resources. We have no control over such external links present in the Website, which are provided by persons or companies other than Us.

You acknowledge and agree that We are not responsible for any collection or disclosure of your Personal Information by any external sites, websites or application, companies or persons, nor do We endorse any advertising, products or other material on or available from such external websites or application, websites or resources.

You further acknowledge and agree that We are not liable for any loss or damage which may be incurred by You as a result of the collection and/or disclosure of Your personal information by external websites or applications, sites or resources, or as a result of any reliance placed by You on the completeness, accuracy or existence of any advertising, products or other materials on, or available from such websites or resources. This external websites and resource providers may have their own privacy policies governing the collection, storage, retention and disclosure of Your Personal Information that You may be subject to. We recommend that you enter the external website ; and review their privacy policy.

Our Use of Your Information

The information provided by you at the time of registration shall be used to contact you when necessary. For more details about the nature of such communications, please refer to our Terms of Service. Further, your personal data and Sensitive Personal data may be collected and stored by us for internal record.

In case we are acquired by or merged with another company, we shall transfer information disclosed by you and information about You to the company we are acquired by or merged with. In the event of a merger or acquisition, we shall notify you by email/by putting a prominent notice on the Website ; before Your Personal Information is transferred and becomes subject to a different privacy policy.

Confidentiality

Your information is regarded as confidential and therefore shall not be divulged to any third party, unless if legally required to do so to the appropriate authorities, or if necessary to ensure Users may fully avail of the services of the Website.

We shall not sell, share, or rent your personal information to any marketing agencies or any other such companies that indulge in



REGENCY SHARES AND HOLDINGS PRIVATE LIMITED

unsolicited communications. Any communication by Us to You shall be undertaken in accordance with Our Terms of Service and Privacy Policy.

Accessing, Reviewing and Changing Your Profile

Following registration, You can review and change the information You submitted at the stage of registration, except Your display name/ user name. An option for facilitating such change shall be present on the home screen of the Website ; and such change can be facilitated by emailing us at ;support@cashwalle.com,If You change any information, We may keep track of Your old information.

If you believe that any information we are holding on you is incorrect or incomplete or to remove your profile so that others cannot view it, please write to or email us as soon as possible, support@cashwalle.com. We shall promptly correct any information found to be incorrect.

We shall retain in Our files, information You have requested to remove for certain circumstances, such as to resolve disputes, troubleshoot problems and enforce Our terms and conditions. Further, such prior information is never completely removed from Our databases due to technical and legal constraints, including stored back up systems. Therefore, you should not expect that all of Your personally identifiable information shall be completely removed from our databases in response to Your requests.

Security

We treat data as an asset that must be protected against loss and unauthorized access. We employ many different security techniques to protect such data from unauthorized access by members inside and outside the Company. We follow generally accepted industry standards to protect the Personal Information submitted to Us and information that we have accessed. However, perfect security does not exist on the Internet. You therefore agree that any security breaches beyond the control of Our standard security procedures are at Your sole risk and discretion.

Severability

Each paragraph of this privacy policy shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise expressly indicated or indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this privacy policy.

Warning

It can be expensive to borrow small amounts of money and borrowing may not solve your money problems, check all your options before you borrow.

Borrower Confirmation and AcceptanceUse of cashwalle / www.cashwalle.com Website

is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are incompetent to contract within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Cashwalle.com Website ;.

I Hereby Confirm That I am resident of INDIA and 18 Years Of Age Or Above And Have The Legal Capacity To Accept The Cashwalle.com Product Terms And Conditions And Policies.

I Hereby Confirm That I Am Duly Registered with The Cashwalle.com Website and All Information Provided By Me In Respect Of



REGENCY SHARES AND HOLDINGS PRIVATE LIMITED

Account Registration and Availing The Loan Through Cashwalle.com website Is True And Accurate To The Best

Of My Knowledge and Belief.

I Confirm That I Have Fully Read and Understood These Terms and Condition.



Signature: *Upendra Kumar Hatwal*

Date: 11/12/2024-05:42:12 PM

Name: Upendra Hatwal

IP Address: 2402:3a80:41c2:4c2f:475:9a41:38f8:b358



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