

Application No.	TLLASS106865
UCC	1179792
Reference No.	NJ107865



LOAN AGAINST SECURITIES

INDIVIDUAL



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LOAN APPLICATION FORM (LOAN AGAINST SECURITIES) – FOR INDIVIDUALS

NJ CAPITAL PRIVATE LIMITED

Block No. 901, 6th Floor, B Tower, Udhna Udyognagar Sangh Commercial Complex, Central Road No.10, Udhna, Surat – 394 210, Gujarat.
CIN: U67120GJ2009PTC057351 | www.njcapital.in

Application No: TLLASS106865

Date 1 3 0 7 2 0 2 2

DETAILS OF APPLICANT

1. Name of the Applicant: SANDEEP BISHT
First Name Middle Name Last Name

2. Father's Name: BHARAT SINGH BISHT
First Name Middle Name Last Name

3. CKYC No.: 40026863432381 4. PAN: BNDPB3975J

5. Identity Documents: ☐ Passport ☐ Driving Licence ☒ Proof of possession - AADHAAR
(tick appropriate option) ☐ Voter ID ☐ NREGA Job Card ☐ Letter issued by National Population Register

Document Expiry Date (if applicable): D D M M Y Y Y Y

6. Date of Birth: 1 0 1 0 1 9 9 2

7. Gender: ☒ Male ☐ Female ☐ Others 8. Nationality: INDIAN

9. Mobile No.: 9639156497 10. Telephone No:

11. Email ID: SANDEEPBISHT29@GMAIL.COM

12. Borrower URL:

13. Residential Address: LANE NO-2 POST OFFICE ROAD CLEMENTOWN, DEHRADUN,
UTTARAKHAND, INDIA, 248002
14. Office Address:

15. Correspondence Address: If same as: ☒ Residential Address ☐ Office Address

If not,

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16. Occupation Type: ☒ Private Sector ☐ Public Sector ☐ Government Sector
☐ Business ☐ Professional ☐ Self-Employed
☐ Retired ☐ Housewife ☐ Student
☐ Agriculture ☐ Others (please specify) _____

17. Gross Annual Income: ☐ Upto ₹1 Lakh ☒ ₹1 Lakh - ₹5 Lakhs ☐ ₹5 Lakhs – ₹10 Lakhs
☐ ₹10 Lakhs - ₹25 Lakhs ☐ Above ₹25 Lakhs

18. Credit Card Details: Credit Card Type: ☐ Visa ☐ Mastercard ☐ American Express ☐ Others

Credit Card No.: _____ Card Issuer: _____

19. Insurance Details: Insurance Type: ☐ Life ☐ Medical ☐ Vehicle ☐ Property
☐ Others (please specify) _____ ☐ Do Not Have

Insurer Name: _____

20. Politically Exposed Person (PEP): ☐ Yes ☒ No

21. Relative of a PEP: ☐ Yes ☒ No

22. Bank Details: (Applicant's bank account from which repayments will be made)

Bank Name: PUNJAB NATIONAL BANK

Branch Name: GRAPHIC ERA UNIVERSITY C.TOWN Account Type: SAVING

IFSC Code: PUNB0619000 MICR Code: 248024035 Account No.: 6190001500022558

DETAILS OF CO-APPLICANT (1)

23. Name of Co-Applicant(1): _____
First Name Middle Name Last Name

24. Father's Name: _____
First Name Middle Name Last Name

25. CKYC No.: _____ 26. PAN: _____

27. Identity Documents: ☐ Passport ☐ Driving Licence ☒ Proof of possession - AADHAAR
(tick appropriate option) ☐ Voter ID ☐ NREGA Job Card ☐ Letter issued by National Population Register

Document Expiry Date (if applicable):

DDMMYYYY

28. Date of Birth: DDMMYYYY

29. Gender: ☐ Male ☐ Female ☐ Others

30. Nationality: _____

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31. Mobile No.: _____

32. Telephone No: _____

33. Email ID: _____

34. Residential Address:

35. Office Address:

36. Occupation Type:

☐ Private Sector

☐ Public Sector

☐ Government Sector

☐ Business

☐ Professional

☐ Self-Employed

☐ Retired

☐ Housewife

☐ Student

☐ Agriculture

☐ Others (please specify) _____

37. Politically Exposed Person (PEP): ☐ Yes ☐ No

38. Relative of a PEP: ☐ Yes ☐ No

DETAILS OF CO-APPLICANT (2)

39. Name of Co-Applicant(2): _____
First Name Middle Name Last Name

40. Father's Name: _____
First Name Middle Name Last Name

41. CKYC No.: _____ 42. PAN: _____

43. Identity Documents: ☐ Passport ☐ Driving Licence ☐ Proof of possession - AADHAAR
(tick appropriate option)

☐ Voter ID ☐ NREGA Job Card ☐ Letter issued by National Population Register

Document Expiry Date (if applicable):

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

44. Date of Birth:

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

45. Gender: ☐ Male ☐ Female ☐ Others

46. Nationality: _____

47. Mobile No.: _____

48. Telephone No: _____

49. Email ID: _____

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50. Residential Address:

51. Office Address:

52. Occupation Type:

- | | | |
|---|--|--|
| <input type="checkbox"/> Private Sector | <input type="checkbox"/> Public Sector | <input type="checkbox"/> Government Sector |
| <input type="checkbox"/> Business | <input type="checkbox"/> Professional | <input type="checkbox"/> Self-Employed |
| <input type="checkbox"/> Retired | <input type="checkbox"/> Housewife | <input type="checkbox"/> Student |
| <input type="checkbox"/> Agriculture | <input type="checkbox"/> Others (please specify) _____ | |

53. Politically Exposed Person (PEP): ☐ Yes ☐ No

54. Relative of a PEP: ☐ Yes ☐ No

DECLARATIONS

SPECIFIC DECLARATIONS

1. I/We have read, understood and acknowledged all the terms and conditions that have been fully set out in the Loan Application Form and Master Terms and Conditions-Loan Against Securities (including all annexures thereto) (hereinafter "MTC").
2. I/We am/are fully conversant with and fully comprehend, English language and this Loan Application Form and MTC.
3. I/We hereby acknowledge that I/we have been fully and completely informed of the Fair Practice Code (available on company website) of NJ Capital Private Limited ("Lender").
4. I/We have disclosed all such information or data to Lender pursuant to the Loan Application Form and MTC and such information or data has been provided out of my/our own free will and volition.
5. All information, particulars, details and data given/filled in this Application Form are true, correct, complete and up to date in all respects and no information has been withheld in any manner whatsoever.
6. I/We hereby acknowledge that the Lender has no obligation to disburse the Loan Facility in the event that the responses provided by me/us are insufficient or do not meet the criteria prescribed by Lender in terms of availing the Loan and Lender shall bear no responsibility to reimburse, indemnify, compensate or pay damages, or in any way make payments to me/us for any reason whatsoever in relation to any losses suffered due to rejection of this Loan Application.
7. I/We hereby authorize the Lender to access my/our KRA KYC/KYC/ CKYC using my/our PAN details and such other transaction related information provided by me/us to NJ India Invest Private Limited ("NJ") and my/our Investment related information available with NJ as may be required for credit appraisal, loan account opening and post sanction disbursal process. I/We hereby authorize(s) NJ to share such relevant data with NJC
8. I/We agree that I/we will not utilize the money(ies) received under the Loan Facility for investment into capital markets, any immoral, illegal investment and/or speculative purposes and any other purpose which are prohibited under any law for the time being in force.

DISCLOSURE DECLARATIONS

1. In relation to the information or data provided by me/us, including any sensitive personal information or data, Lender shall have the right to disclose any or all such information and data:
 - (a) as may be required by applicable law, to be furnished to, or disclosed to Credit Information Companies, the RBI, or any other statutory or regulatory body, judicial body or body corporate authorised in this behalf by the RBI or by applicable law.
 - (b) as may be required, in order to enforce the rights of Lender pursuant to the provisions of the Insolvency and Bankruptcy Code, 2016, if required.

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- (c) as may be required to monitor the Loan and the utilization thereof, and/ or to take steps toward the recovery of the Outstanding Amounts (including recovery of such Outstanding Amounts through third parties).
- (d) relating to the Loan and credit facilities to affiliates of Lender and information in relation to the Applicant(s) repayment history.
- (e) relating to any other transaction that the Applicant(s) has/have or had with Lender or its Affiliates, including but not limited to information relating to default, if any, committed by the Applicant(s).
2. Lender may collect, use, process, store, transfer the information or data, including any sensitive personal information or data, for any or all of the following purposes:
- (a) for data processing, statistical or risk analyses, conducting credit or KYC or anti-money laundering checks, credit risk management or monitoring the Applicant(s) credit worthiness.
- (b) for meeting the disclosure requirements of any law binding on Lender.
- (c) Lender shall have the right, directly or indirectly, to assign/transfer the Loan or all or any part of Lender's right, title and interest in the receivables along with the underlying security.
3. I/We hereby agree to receive information from Lender or any affiliates regarding dues, marketing schemes, various financial and insurance products, etc. in any one or more of the following methods:
- (a) Telephone even if Applicant's name appears in 'Do Not Call Register'.;
- (b) E-mail
- (c) SMS;
- (d) Whatsapp;
- (e) other communication channels under applicable laws.

OTHER DECLARATIONS

1. I/We hereby declare and confirm that no insolvency proceedings or suits for recovery of outstanding dues or monies whatsoever or properties and/or any criminal proceedings have been initiated and/or are impending against me/us.
2. I/We hereby declare and confirm that I/we have never been adjudicated insolvent by any court or other competent authority.
3. I/We hereby confirm that I/we have not taken any action and no other steps have been taken or legal proceedings started by or against me/us in any court of law/other authorities for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer for my/our assets.

VERIFICATION



I/We SANDEEP BISHT

solemnly declare that the information provided in the Loan Application Form including the declarations, transmitted electronically by me/us vide Application No. TLLASS106865 is verified to be accurate and complete to the best of my/our knowledge. I/We authorize NJ Capital Private Limited & its representatives to consider the same to check my/our eligibility to the loan and utilize the above information for the creation and execution of the Facility Documents upon the grant of this application as if the same were submitted for that purpose. I/We further declare that I/we am/are making this Application in my/our capacity as self/selves and I/We am/are competent to make and verify it.

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MASTER TERMS AND CONDITIONS – LOAN AGAINST SECURITIES

(Applicable to all Loans against Securities sanctioned and disbursed by NJ Capital Private Limited)

Application No: TLLASS106865

INTRODUCTION:

NJ Capital Private Limited is a company incorporated under the provisions of the Companies Act, 1956, and having its registered corporate office at Block No. 901, 6th Floor, B Tower, Udhna Udhog nagar Sangh Commercial Complex, Central Road No. 10, Udhna, Surat- 394210, Gujarat India, having CIN U6720GJ2009PTC057351 ("Lender" which term shall, unless repugnant to the context, include its successors and assigns).

The Lender is in the business of, inter alia, providing term loans as well consumer financing for retail consumers.

The Applicant, upon submitting the Loan Application Form, has agreed to be bound by these MASTER TERMS & CONDITIONS - LOAN AGAINST SECURITIES (hereinafter referred as "MTCs") without exception and the commercial relations, including the Loan sanctioned by the Lender, between the Applicant and the Lender shall be governed by these MTCs alone.

Where the Loan Application Form has been submitted for the purposes of availing of a Term Loan, the Applicant shall cooperate with the Lender and/ or its representatives to complete the execution and delivery of all remaining Facility Documents, whether prior to, or after, the sanction and disbursal of the Term Loan.

Furthermore, it is hereby clarified that Applicant shall be responsible for duly accepting the delivery of the Approved Product from the Approved Merchants. It is hereby clarified that it shall not be the responsibility of the Lender to ensure timely and proper delivery of the Approved Product.

The Applicant, by accepting these MTCs, agrees and acknowledges that the Lender is not provisioning for any consumer service to the Applicant, and, upon sanction and disbursement of the Loan, the relationship between the Applicant and the Lender shall be that of a debtor and creditor.

1. DEFINITIONS AND INTERPRETATIONS

A) DEFINITIONS:

Unless repugnant to the context, the following terms used below shall have the meanings respectively assigned to them:

- 1.1. "ACH/E-Mandate" refers to electronic clearing services or electronic payment services, participation in which has been consented to in writing by the Borrower, for facilitating the payment of EMI, fees and other applicable charges to the Borrower in connection with the Loan availed by the Borrower;
- 1.2. "Additional Interest Rate" means the additional Interest Rate chargeable on the Outstandings as set out fully in the Loan Term Sheet in relation to the occurrence of a default set out hereunder (Clause 3.2);
- 1.3. "Applicable Laws" shall mean the Reserve Bank of India Act 1934 as amended from time to time and all (other) applicable laws, by-laws, rules, regulations, circulars, master circulars, directions, master directions, orders, ordinances, protocols, codes, guidelines, policies, notices and judgements or other requirements of the Government of India or any State of the Union of India or any department thereof, any semi-governmental or judicial or quasi-judicial Person in India or any Person (whether autonomous or not) who is charged with the

administration of an Indian law.

- 1.4. "Approved Merchants" shall mean and include dealers dealing with the Approved Products, which dealers are registered and enrolled with the Lender, providing such Approved Products to in exchange of due consideration which is financed fully or partly by Consumer Loans provided by the Lender under this Application to the Borrower. The list of Approved Merchants may change from time to time and the same shall be displayed on the Digital Platform to the Borrower;
- 1.5. "Approved Products" shall mean the goods/services which have been specifically approved by the Lender under an agreement or arrangement entered into with the Approved Merchant, from time to time, for the purposes of providing Consumer Loans to Borrowers;
- 1.6. "Borrower" shall mean The Person(s) named in the Loan Application Form, hereby availing Loan from the Lender (defined hereunder) under the Facility Documents (each such Person, hereinafter referred to as a "Borrower") (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the Legal Heirs, Executors, Administrators, Successors, Nominees, Assigns, Receiver etc.);
- 1.7. "Business Day" means any day of the week (excluding Saturdays, Sundays and any day on which commercial banks and other financial institutions are closed for business in the State of Gujarat, and, specifically in relation to the Borrower, also excludes any day on which commercial banks and other financial institutions, or branches thereof, located in the jurisdiction wherefrom the Borrower is scheduled to make any repayment of the Loan or an EMI, are closed for business within the jurisdiction;
- 1.8. "Collateral" means collectively, the Securities and the Additional Securities (if any), including (i) all instruments, consents, approvals, permissions, no-objections, confirmations, agreements, deeds and documents delivered or required to be delivered in connection with the creation and perfection of the pledge and charge on the security in favour of the Lender including without limitation all right, title, benefit, interest and entitlement in connection with the Securities or accruing thereto and proceeds arising from sale and other realization of the Securities or any part thereof from time to time;
- 1.9. "Consumer Loans" shall mean such loans provided by the Lender to the Borrower for acquisition/purchase/availment of approved goods and services from Approved Merchants which shall be disbursed directly to the Approved Merchants after due approval of the Borrower as per the terms specified the relevant Loan Term Sheet;
- 1.10. "Depository" means the depository referred to in the relevant Loan Term Sheet, a depository within the meaning of the Depositories Act;
- 1.11. "Depository Participant" means the depository participant referred to in the relevant Loan Term Sheet, with whom the Borrower holds its account for holding the Securities;
- 1.12. "Depositories Regulations" means the SEBI (Depositories and

Participants) Regulations, 1996 (as may be amended/ supplemented and/or as are applicable from time to time);

- 1.13. "Digital Platform" shall mean the customer portal <http://www.njwealth.in> and shall include any mobile based application which shall be made available, managed or arranged by the Lender to the Borrower for the purpose of application, sanctioning and servicing the Loans under the Loan Term Sheet.
- 1.14. "Due Date(s)" means such date on which the Borrower is liable to pay installment on the Loan Facility to the Lender, which is more particularly mentioned in the relevant Loan Term Sheet;
- 1.15. EMI" shall mean the amount payable every month by the Borrower to the Lender consisting of principal amount, interest, and other charges as the case may be. EMI also includes "No Cost EMI" facility, wherein the total of all EMI's payable, along with the applicable down payment would be equal to the Price charged by Approved Merchants for the Approved Products. Under this facility interest rate chargeable by the Lender for the Loan shall be subsidised by the Approved Merchants of the Approved Products.
- 1.16. "Event of Default" means the occurrence of any of the events or circumstances specified in Clause 11 hereunder and includes a Potential Event of Default;
- 1.17. "Facility Documents" means and includes the Loan Application Form, the Loan Term Sheet, these MTCs and all documents for or in relation to the creation of security for the Facility and all other agreements, instruments, undertakings, indentures, deeds, writings and other documents executed or entered into, whether on Digital Platform or offline, or to be executed or entered into, by the Borrower, the Lender and/or any other Person, in relation, or pertaining, to the Facility and the transactions contemplated under the Facility Documents, and includes all modifications and amendments thereto;
- 1.18. "Governmental Authority" means any (a) nation, state, city, town, village, district or other jurisdiction; (b) federal, state, local, municipal, foreign or other government or political subdivision; (c) governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers); (d) multinational organisation or body; (e) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or (f) any official of any of the foregoing;
- 1.19. "Interest Rate" means the interest rate assigned by the Lender to a particular Loan as fully set out under the relevant Loan Term Sheet;
- 1.20. "Lender" shall mean NJ CAPITAL PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Block No. 901, 6th Floor, B Tower, Udhna Udhognagar Sangh Commercial Complex, Central Road No.10, Udhna, Surat - 394210, Gujarat, India, having CIN U6720GJ2009PTC057351, hereinafter called "the Lender" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns)
- 1.21. "Loan" means the amount sanctioned/advanced/distributed to the Borrower under the relevant Loan Term Sheet which shall include Term Loan and/or Consumer Loan, secured by requisite Collateral. "Loan Amount" shall have the meaning ascribed thereto under the relevant Loan Term Sheet which shall comprise of all Loans granted hereunder – i.e both Term Loans and Consumer Loans;
- 1.22. "Loan Term Sheet" shall mean the document containing all the commercial and other terms specific to the Loan availed by the Borrower and confirmed, signed and acted upon by the Borrower.
- 1.23. "Loanable Value" means the sum total of the market value of all the Securities duly adjusted for the Margin requirements imposed by the Lender from time to time in terms of provisions of clause 8 (Margin Requirements) below;
- 1.24. "Margin" means the required percentage of excess of Securities in value (to be determined solely by the Lender) over the Loan Balance at any point of time;
- 1.25. "Material Adverse Effect" means a material adverse effect on or an occurrence of any event(s) or circumstance(s) which has or could reasonably be expected to have a material adverse effect (in the judgement of the Lender) in (a) the business, operations, property, assets, condition (financial or otherwise) or prospects of the Borrower; (b) the ability of the Borrower to enter into and to perform its obligations under these MTCs or any other related document to which the Borrower is or will be a party; or (c) the validity or enforceability of these MTCs or any other related document or the rights or remedies of the Lender thereunder; or (d) the international capital or loan market; or (e) the political, financial or economic condition of Republic of India; and shall also mean and include any event whether domestic or international, which in the opinion of the Lender could adversely affect the loan;
- 1.26. "NJ Group" means and includes the Lender along with its holding company, associate company(ies) and subsidiary company(ies).
- 1.27. "Obligations" shall mean all amounts payable to the Lender by the Borrower pursuant to the terms of the Loan Term Sheet, including without limitation:
- i) the principal amount of the Loan Facility and interest due thereon, and all other obligations, amounts and liabilities of the Borrower, including indemnities, expenses, fees and interest, incurred under, arising out of or in connection with the Facility Documents;
 - ii) any and all sums advanced by the Lender in order to preserve the security provided under the Facility Document or its security therein; and in the event of any proceedings for the collection or enforcement of the above, after an Event of Default shall have occurred, the expenses of retaking, holding, preparing for sale, selling or otherwise disposing of the Collateral, or of any exercise by the Lender of its right under these MTCs, together with legal fees and court costs;
- 1.28. "Outstandings" means outstanding principal together with all interest, additional interest, costs, charges (including charges incurred by the Lender to enforce the Security) and expenses (including legal expenses incurred by the Lender to enforce the pledge) and all other monies whatsoever due and payable or which may hereafter be payable by the Borrower to the Lender whether under the respective Loan Term Sheet or otherwise;
- 1.29. "Potential Event of Default" means event which may (with

passage of time, giving of notice, making of any determination hereunder or by any combination thereof) become an Event of Default as defined hereunder;

- 1.30. "Securities" means the fully paid up equity shares of the companies, listed debentures, bonds Mutual Funds and any other securities defined under Securities Contract Regulation Act which are offered under pledge and which may be modified or amended from time to time in accordance with the provisions of clause 7.6 (Changes in Pledged Security) as may be accepted by the Lender as security for repayment of the Obligations and shall include any additional securities which may be offered subsequently ("Additional Securities") to enable the Borrower to achieve the required Loanable Value to avail the Loan Amount or such part thereof and shall include (without limitation);
- 1.31. "Standard Mode of Communication" shall mean and include telephonic calls and text message on registered mobile number of the Borrower, telephonic calls and text message on designated number on landline / mobiles notified on the Digital Platform of the Lender, e-mail sent on registered email address of Borrower and the notified email of the Lender, a written notice sent by courier on the registered postal address of Borrower / postal designated address of Lender and notifications issued by the Lender on their Digital Platform; In case of Joint applicants, communication made on the registered Mobile No. or Email ID or Postal Address of the borrower shall amount to a communication made to all the Joint Applicants.
- 1.32. "Term Loan" shall mean the financial assistance availed by the Borrower, against Security of the Collateral under this Application, the repayment of which is in the form of EMI's or otherwise, as specified in the Loan Term Sheet, issued at the time of disbursement of each such Loan and other governing terms specified in the relevant Loan Term Sheet;
- 1.33. "Transaction Confirmation" shall mean the acceptance of the commercial terms by the Borrower by, accepting the Loan Term Sheet or acting upon the Loan Term Sheet by way of entering or causing to enter the Password / One-time password / Transaction Code in the Digital Platform or through physical mode so as to enable the consummation or completion of a Loan transaction, pledging/unpledging of Securities / directing disbursement of Loan or for any such purposes as provided for by the Lender. For this purpose, it is clarified that the conveyance of the One-time password sent on the registered email is deemed to be a notice/intimation to all the Borrowers/ Co-Borrowers.

B) INTERPRETATION:

- 1.34. The headings and bold typeface are inserted for convenience only and shall not affect the construction of these MTCs.
- 1.35. Unless the context requires otherwise, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders.
- 1.36. The terms "hereof", "herein", "hereby", "hereto" and "derivative" or similar words refer to the MTCs in entirety, or specified clauses of these MTCs, as the case may be.
- 1.37. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of these MTCs) for the time being in force and to all statutory instruments or

orders made pursuant to such statutory provisions.

- 1.38. Time is of the essence in the performance of the Borrowers' respective obligations. If any time period specified herein is extended at the sole discretion of the Lender, such extended time shall also be of the essence.
- 1.39. If a clause in this document is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these MTCs.
- 1.40. The Master provisions stated in these MTCs, shall apply to all Loans so far as they may be applicable. It is hereby expressly clarified and understood by the Borrower that where any of the Master provisions are not applicable to the concerned Loan, the same shall be ignored and will not affect the terms and conditions pertaining to that concerned Loan and/or the Loan Documents.
- 1.41. The relevant Loan Term Sheet and the Facility Documents shall be read in additions to, in consonance with and not in derogation to the terms and conditions contained in this document.
- 1.42. Reference to an "amendment" includes a supplement, modification, replacement or re-enactment and "amended" is to be construed accordingly.
- 1.43. A reference to "encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security or other encumbrances of any kind securing or conferring any priority of payment in respect of any obligation of any person and includes without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security (including comfort letters, undertakings etc.) under applicable law. The term "Encumber" or "Encumbered" shall be construed accordingly.
- 1.44. References to the word "includes" or "including" are to be construed without limitation.
- 1.45. All references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time.
- 1.46. Any reference to a public organisation shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over the functions or responsibilities of such public organization.
- 1.47. Words and abbreviations, which have, well known technical or trade/commercial meanings are used in the document in accordance with such meanings.
- 1.48. Any consent, approval, determination, waiver or finding to be given or made by the Lender shall be made or given by the Lender in its sole discretion except as specifically provided for in this document.
- 1.49. In the event of any disagreement or dispute between the Lender and the Borrower regarding the materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of Lender as to the materiality of any of the foregoing shall be final and binding on the Borrower.

1.50. With respect to capitalized terms (i) all capitalized terms used but not specifically defined herein shall have the respective meanings ascribed to them under the relevant Loan Term Sheet or Facility Document; and (ii) all capitalized terms used but not specifically defined in a Loan Term Sheet or a Facility Document shall have the respective meanings ascribed to them in the main body of this document or in the other relevant Loan Term Sheet or Facility Document.

1.51. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by adding the period to the next Business Day if the last day of the period is not a Business Day.

1.52. Any reference to “assets” includes all properties whatsoever both present and future, (whether tangible, intangible or otherwise), investments, cash-flows, revenues, rights, benefits, interests and title of every description.

1.53. The expression Borrower(s) shall, unless repugnant to the context or meaning thereof, be deemed to mean:

- i. in case the Borrower is a company incorporated under the Companies Act, 2013 (or legislations preceding the Companies Act, 2013), its successors and permitted assigns;
- ii. in case the Borrower is a partnership firm as provided under the Partnership Act, 1932, the partners for the time being and the legal heirs, executors and administrators of last such surviving partner;
- iii. in case the Borrower is an individual, his/her respective heirs, administrators and executors;
- iv. in case the Borrower is a trust, the trustee or trustees for the time being and from time to time of the said trust, the heirs and legal representatives of the trustee of the said trust and his or her permitted assigns;
- v. in case the Borrower is a Joint Hindu Family, the members or member for the time being of the said Joint Hindu Family and their respective heirs, executors, administrators, legal representatives successors and permitted assigns;
- vi. in case the Borrower is a sole proprietorship concern, the sole proprietor and his/her heirs, administrators and executors; and
- vii. in case the Borrower is a limited liability partnership registered under the Limited Liabilities Partnership Act, 2008, its successors and permitted assigns.

1.54. In the event that the terms of any Clause contained herein conflicts with the terms of any of the Loan Term Sheets, it is hereby clarified that the construction arising out of the Loan Term Sheets shall prevail.

2. EVALUATION OF APPLICATION, BORROWING AND DISBURSEMENT:

2.1. The Applicant confirms that it has used the Digital Platform to submit the Loan Application Form willingly, without any coercion or duress, and of his/ her own volition.

2.2. By submitting the Loan Application Form, the Applicant acknowledges and agrees that the Loan Application Form constitutes a valid offer/ notice of offer made by the

Applicant to the Lender requiring the Lender to sanction and disburse the Loan Amount (for which such offer was made) subject to these MTCs.

2.3. The Lender shall upon receipt of the Loan Application Form verify the details provided therein and evaluate the request of the Applicant to sanction to the Loan. The Lender reserves its right to refuse or reject any Loan Application Form, notwithstanding the Applicant satisfying eligibility criteria, if any, set by the Lender (whether in the public domain or not) for the sanction of the Loan. Any incomplete Loan Application Form shall be summarily rejected or refused. The Loan Application Form shall be deemed to have been completed by the Applicant if and only if the Applicant has duly completed responses to each field mentioned herein. Any failure to fully respond to each field shall render the Loan Application Form incomplete and liable to be rejected or refused by the Lender.

2.4. Loan Facility: The acceptance by the Lender of the offer (being the submitted Loan Application Form) shall be signified by the sanction and issue to the Borrower, of the Loan Amount, the details of which shall be more specifically set out in the relevant Loan Term Sheet, subject to the MTCs. Depending on the nature of the offer made in the Loan Application Form, the Loan so sanctioned and disbursed by the Lender shall be either a) a Term Loan and/or b) a Consumer Loan. The Borrower acknowledges and agrees that the Loan Term Sheet.

2.5. The amount of the actual Loan extended by the Lender to the Borrower shall depend upon the value of the Securities pledged to the Lender by the Borrower as Collateral for the Loan Facility and the applicable Margin Requirements.

2.6. The Borrower understands and confirms that the Lender has the right to prescribe the Interest Rate basis the principal amount, tenor, down payment, payment history with the Lender and the rest of the NJ Group, credit score provided by CICs, the Borrower's age, income, type of documents provided by the Borrower and any other information as may be required for the purpose of credit evaluation. The Applicant shall not have any ground to dispute the fairness of the Interest Rate.

2.7. Purpose: The Borrower hereby represents to the Lender and accordingly undertakes that the Facility shall be utilised by the Borrower only for the general business and personal purposes and the Borrower shall not utilize the Facility for investment into capital markets, any immoral, illegal investment and/or speculative purposes. In the event of the funds being used for any capital market investments and purposes contrary to the provisions in this clause, the Borrower shall provide a written intimation to the Lender. The Lender has the right to recall the advance if the funds are used for any other purpose other than declared.

2.8. The Borrower shall, forthwith upon the request of the Lender, furnish to the Lender all such details and evidence as the Lender may require concerning the utilisation of the amount of the Facility.

2.9. Drawdowns: Disbursement of a Term Loan, shall be made by the Lender by any payment mechanism including transfers through RTGS, electronic fund transfer, remittance through internal transfer between the bankers or in such other manner as the Lender may deem fit.

2.10. In case of Consumer Loans, the Borrower shall be permitted

to procure such goods/services from Approved Merchants by availing appropriate Loans. In such case, the disbursement shall be directly made by the Lender to the Approved Merchants directly.

2.11. The Borrower can avail further Term Loans and/or Consumer Loans which could be further extended by the Lender, provided all other stipulated terms and conditions of the existing Loans under the relevant Loan Term Sheet pertaining to the particular Loans are appropriately fulfilled. While, each such Term Loan shall be accounted separately, the Lender has considered the value of the Securities pledged by the Borrower on an aggregate basis and can set off any margin shortfall against this loan.

2.12. Notwithstanding anything provided to the contrary, in the event of any incorrect disbursement by the Lender, for any reason whatsoever, the Borrower hereby agrees unconditionally to cooperate with the Lender, take all steps and actions that may be required by the Lender and to execute such letters or documents as the Lender may require it to do so as to recover or reverse such incorrect disbursement.

2.13. Tenure: The tenure of each Loan shall be specified in the Loan Term Sheet covering that particular Loan and shall be specific to that Loan. The tenure of each Loan shall be determined by the Lender at its sole discretion.

3. INTEREST AND FEES:

3.1. Interest Rate:

3.1.1. The Borrower hereby agrees that the Loan Facility shall be chargeable to an Interest Rate as may be specified in the relevant Loan Term Sheet.

3.1.2. The interest amount on the particular Loan availed by the Borrower under the Loan Facility shall be computed basis the Interest Rate applicable to such Loan ("Interest Amount") which shall be communicated to the Borrower in the repayment schedule.

3.1.3. The Borrower hereby agreed that the Interest Rate may be modified by the Lender for the purposes of abiding any revisions in the lending rates and guidelines/directives issued by the RBI with respect to any variation of the bank rates and monetary measures impacting the applicable bank rate.

3.1.4. The Borrower shall ensure to keep himself/herself aware about any variations of the Interest Rate as set out in the Digital Platform, if any. It is hereby agreed between the Parties that the Borrower shall be bound at all times by any variations as may be set out by the Lender with respect to the Interest Rate.

3.2. Additional Interest Rate:

3.2.1. The Lender shall have a right to charge Additional Interest Rate at such rate as more particularly mentioned in relevant Loan Term Sheet signed by the Borrower, which shall be applicable from the date of occurrence of the default till such date the default continues under below instances:

- i. If the Borrower defaults in repaying the Outstandings as on the relevant Due Date.
- ii. If the Borrower fails to pledge the Collateral (whether Securities or Additional Securities) or fails to repay such differential amount so as to ensure that the Margin

Requirements are met.

- iii. All interest, Additional Interest, penal, other charges and moneys outstanding under the Loan Facility, shall stand secured by the Collateral provided by the Borrower.

3.3. Processing Fee, Insurance Premium and Administrative Charges:

3.3.1. The Borrower shall be liable to pay (i) a non-refundable processing fee, as specified in in the Loan Term Sheet ("LTS"), towards the processing of the Loan Facility for a particular Loan ("Processing Fees"); (ii) Insurance premium on any policy to cover the interest of the Lender in respect of Outstandings and (iii) administrative fees and charges applicable to the particular Loan are set out in the relevant Loan Term Sheet.

3.3.2. The Lender shall have the right to revise, prospectively, the fees and charges applicable to this Loan Facility, at its sole discretion, and the Borrower hereby agrees to abide by such revised fees and charges.

3.3.3. The Parties hereby agree that the publication of the revised fees and charges in the Digital Platform, shall be sufficient notice of such revisions.

4. REPAYMENT OF LOAN FACILITY

4.1. The Borrower shall repay each Instalment under each particular Loan, whether such Loan is a Term Loan or a Consumer Loan, as per the Loan Term Sheet.

4.2. Notwithstanding anything to the contrary provided in the relevant Loan Term Sheet, the Borrower hereby acknowledges and agrees that the Lender shall have the right to demand the repayment of the Outstandings at its sole discretion without assigning any reason thereto by providing the Borrower with prior notice demanding such repayment, subject to compliance with Applicable Laws.

4.3. All repayments of the Outstandings to be made by the Borrower to the Lender under the Loan Term Sheet and the Facility Documents shall be made free and clear of and without any deduction for or on account of any TDS whatsoever. If the Borrower is required to make any such deductions, then, in such case, the sum payable to the Lender shall be increased to the extent necessary to ensure that, after making such deduction, the Lender receives and (without any liability for such deduction) a sum equal to the sum which it would have received had such deduction not been made or required to be made.

4.4. All amounts due and payable by the Borrower to the Lender under this relevant Loan Term Sheet, shall be payable without any delay or demur and without any deduction whatsoever by way of set off or counter-claim or otherwise of any amount due or alleged to be due or outstanding from the Lender or any other person and notwithstanding any legal limitation, disability or incapacity of the Borrower or any of them.

4.5. The Lender shall not be required to give any notice, reminder or intimation to the Borrower regarding its obligation and responsibility to repay the relevant Outstandings payable hereunder and it shall be entirely the Borrower's responsibility to ensure prompt and regular repayment of the amount payable by the Borrower to the Lender in the manner herein provided.

4.6. The Lender reserves the right to call upon the Borrower to

accelerate the payments, if the financial position of the Borrower so warrants, at the discretion of the Lender.

4.7. All payments due and payable under this Loan Term Sheet and made by the Borrower shall be appropriated towards such dues in the following order viz.

- i. Dishonour Charges, Pre-payment Charges and any other charges payable under the Facility Documents, including Interest on costs, charges, expenses and other monies;
- ii. Additional Interest;
- iii. Interest payable in terms of the Loan Term Sheet;
- iv. Any amount due to the Lender under any other Loans extended by the Borrower;
- v. Any amount due to any entity forming part of NJ Group as set out under Clause 10.1.2 (Lien and Cross Default);
- vi. Repayment of Principal amount.

4.8. The Borrower agrees and confirms that the Lender may at its absolute discretion appropriate any payments made by the Borrower (including amounts realised on invoking the securities pledged by the Borrower) towards payment of dues from the Borrower under any Loan coextended by the Lender and/or towards any other indebtedness of the Borrower with the Lender and such appropriation shall be final and binding upon the Borrower who shall continue to remain indebted to the Lender for payment of Outstandings under this Loan Term Sheet in respect of which such sums of money were so paid but were appropriated towards another agreement or transaction entered into by the Borrower with the Lender or towards another indebtedness of the Borrower towards the Lender. In addition, notwithstanding the payment of any of the Outstandings, the Lender has the power to appropriate, in accordance with this Clause, any and all Collateral created in favour of the Lender or deposited with it or under its possession or control and appropriate the same towards satisfaction of amounts due to the Lender on account of another Loan Term Sheet or transaction entered into by the Borrower with the Lender or any Indebtedness of the Borrower towards the Lender.

4.9. In the event that the Borrower fails to make any payments due to the Lender in respect of this Loan Term Sheet, the Lender shall have full right to sell, dispose off, redeem or realize the Securities forming part of the Collateral after giving the Borrower, notice of not less than 3 (Three) Business days, on such terms and for such price that the Lender deems fit, and apply the net proceeds towards the satisfaction of the balance outstanding, including charges, expenses etc.

5. MODE OF REPAYMENT:

5.1. The Borrower may repay / pay the monies in respect of the Loan Facility by providing a valid ACH/E-Mandate to the Lender. The Lender may accept monies paid through any other mode at its sole discretion.

5.2. The ACH/E-Mandate issued by the Borrower in respect of the Loan Facility may also be used by the Lender for any subsequent facilities availed by the Borrower from the Lender and all the provisions hereof shall apply thereto. The Lender may, in its sole discretion, require the Borrower to adopt or switch to any alternate mode of payment and

the Borrower irrevocably consents to the same and shall comply with such request. The ACH/E-Mandate given by the Borrower under any payment mode cannot be cancelled or revoked by the Borrower without prior consent of the Lender. Any attempt to do so shall be considered as an Event of Default.

5.3. The payment/repayment of the EMI/instalment shall commence and continue as per the Repayment Schedule specified in the respective Loan Term Sheet. The Borrower shall issue in favour of the Lender the ACH/E-Mandate as agreed with the Lender towards payment of the instalment. Wherever required, the Borrower shall issue irrevocable instructions (in a form and substance satisfactory to the Lender) to the Borrower's bankers to ensure periodic payment to the Lender pursuant to the NACH/ECS issued by the Borrower. The failure of the Borrower's Bank for any reason to so transfer any such amounts to the Lender shall tantamount to a failure by the Borrower to pay the amounts.

5.4. The Lender shall be entitled to encash the ACH/E-Mandate for the satisfaction of any/all Outstandings under the Facility Documents or on account of indebtedness of the Borrower to the Lender.

5.5. Notwithstanding anything contained hereinabove in this Loan Term Sheet or the Facility Documents, upon any default by the Borrower in payment of one or more Installments on the Due Date pertaining to the Loan Facility or any non-realization of the Installments on the Due Date by the Lender, the Lender shall be entitled, without prejudice to its other rights under the Facility Documents, to present and/or represent the ACH/E-Mandate, if any, issued by the Borrower in favour of the Lender in connection with the Loan Facility.

5.6. If the Lender for any reason modifies the amount of the instalment and such modification is notified in writing by the Lender, the Borrower shall issue fresh ACH/E-Mandate instructions to the Borrower's bank to ensure that the amount of the modified instalment is transferred to the Lender under ACH/E-Mandate and the Borrower shall provide the Lender with proof of these instructions and the acceptance thereof by the Borrower's bank. Failure to provide such fresh instructions shall be considered as an Event of Default by the Borrower. Where, however, there is reduction in the amount of the instalment, the Lender may elect to return any excess amounts credited to the account of the Lender, at its sole discretion or set off such excess amount against any Outstandings or the succeeding EMI/instalment, subject to Applicable Laws.

5.7. In case of any failure to receive the instalment or any other amounts due, through the NACH/ECS (debit) for any reason whatsoever as specified by the Borrower, the Lender shall, irrespective of the mode of payment, be entitled to require the payment and/or collection of the Instalments / other amounts, if any, submitted by the Borrower, by means of electronic clearing system (debit). The Lender may adopt the aforesaid process by itself or through such other person permitted for the same.

5.8. If the Due Date in respect of any amounts payable in respect of the Loan Facility under this Loan Term Sheet falls on a day which is not a Business Day at the place where the payment is to be made, the immediately next Business Day shall be the Due Date for such payment.

5.9. Credit for payments by any method will be given only on realisation or on the relative Due Date(s) whichever is later.

- 5.10. The acceptance by the Lender of any payment which is less than the full Installment or other amounts due and owing at such time shall not constitute a waiver of the Lender's right to receive payment in full at such time or at any subsequent time or a waiver of any other right whatsoever of the Lender under this Loan Term Sheet or Applicable Law.
- 5.11. The Borrower shall promptly issue fresh ACH/E-Mandate, as and when requested by the Lender, if the ACH/E-Mandate submitted by the Borrower to the Lender are exhausted or about to exhaust or if the Lender is facing any difficulty / impediment for any reason whatsoever in presenting such ACH/E-Mandate or if required at any time by the Lender at its sole discretion. Any non-presentation on the part of the Lender of any ACH/E-Mandate (due to any reason whatsoever) shall not in any manner affect the liability of the Borrower to repay the Facility/ies or its other obligation under this Loan Term Sheet or in respect of the Loan Facility.
- 5.12. The Lender shall not in any way be responsible for delay, omission, or neglect in encashment, damage or loss of any ACH/E-Mandate for any reasons whatsoever.
- 5.13. The Borrower may, subject to prior approval by the Lender, be permitted to swap / exchange the ACH/E-Mandate issued to the Lender with alternate ACH/E-Mandate subject to payment to the Lender of the charges as may be set out in respective Loan Term Sheet.
- 5.14. In the event of dishonour of any ACH/E-Mandate issued by the Borrower, the Borrower shall be liable to a flat charge separately for each dishonour of NACH/ECS so issued by the Borrower ("Dishonour Charges") as prescribed in relevant Loan Term Sheet. In case of dishonouring / non-payment on the second presentation, a further charge would be levied. The levy of Dishonour Charges is without prejudice to the rights of the Lender under this document or Applicable Laws.
- 5.15. In regard to the foregoing, the Borrower hereby also irrevocably nominates, constitutes and appoints the Lender (acting through any of its officers and/or agents) as true and lawful attorney for the Borrower or on its behalf and its cost and risk to appoint or engage any agent, courier agencies, correspondent banks for ensuring safe holding of ACH/E-Mandate and having the same picked up, processed and cleared at the Borrowers' risks and costs.
- 5.16. The Borrower confirms that the authority and powers hereby given to the Lender is for a consideration and is irrevocable under Section 202 of the Indian Contract Act, 1872 and such authority/power shall survive the death/winding up/dissolution of the Borrower. Further, the Borrower undertakes to honour all the Mandates when presented for payment by the Lender and not to take any steps, which in any way are likely to affect the payment thereunder to the Lender.
- 5.17. The Lender shall be entitled to recompute/modify/revise /replace the Repayment Schedule, amounts and dates in the event of any variation in the Interest Rate and/or upon the occurrence of any event which in the opinion of the Lender necessitates a recomputation / modification of the same. In such an event, the Lender shall issue to the Borrower the fresh Repayment Schedule.

6. PREPAYMENTS

- 6.1. The Borrower shall not, without the prior written approval of the Lender (which approval may be given subject to such terms and conditions as may be stipulated by the Lender including payment of minimum prepayment amount, prepayment premium or discounted interest and/or any other charges, plus applicable interest tax or other statutory levy), prepay the outstanding principal amount of the Facility in full or in part, before the Due Date in accordance with the relevant Loan Term Sheet.

7. PLEDGE OF COLLATERAL

- 7.1. It is hereby agreed between the Parties that Borrower shall be required to create and/ or procure and provide security to be furnished in favour of the Lender in consideration for the sanction and issuance of a Loan Facility. Without prejudice to the generality of the immediately foregoing sentence, the Borrower hereby agrees to furnish the pledge of the Collateral as security to the Lender in consideration for the sanction and issuance of a Loan Facility.
- 7.2. The Borrower hereby undertakes not to deal with, or dispose of, the Collateral, or otherwise create any Encumbrance thereof, such that the Lender's right in respect of such Collateral stands prejudiced. Without prejudice to any provision of the Facility Documents, the Borrower shall be responsible to facilitate the transfer of any of its assets to the Lender for the recovery of the Outstandings.
- 7.3. The Borrower shall create, perfect, and maintain at all times, and shall cause to be created, perfected, and maintained at all times, the Collateral and other security, in favour of the Lender. All security created and furnished to the Lender shall be in a form and manner satisfactory to the Lender. The security, including the pledge of the Collateral, shall be created and perfected on or prior to the date on which the amount of the Loan Facility is disbursed.
- 7.4. Unless otherwise agreed amongst the Parties, any security created, including the pledge of the Collateral, shall be free and clear of any other Encumbrances. The Borrower shall ensure that the Lender has first and exclusive charge to such Collateral and other security.
- 7.5. Pledge and Charge: For the creation of the pledge over the Securities the Borrower undertakes to complete the following actions:
 - 7.5.1. The Borrower hereby undertakes that being the present beneficial owner of the Collateral, the Borrower shall follow the procedure prescribed under Applicable Law for creating pledge with respect to the Securities in favour of the Lender. Without prejudice to the generality of the foregoing, the Borrower undertakes to issue such requests, including the pledge forms, either on Digital Platform or offline, to the Depository through Depository Participant, requesting the creation of the pledge, and signing/execution such other documents and doing all such acts, deeds and things as shall be necessary in accordance with Applicable Law to effect the pledge of Securities in favour of the Lender. The Borrower acknowledges and confirms that forthwith upon the Depository recording and registering in its register the pledge of the Security in the name of the Lender confirming the creation of the pledge in its records to the Depository, the pledge shall be deemed to have been duly created in favour of the Lender and the Borrower shall ensure that all the documentary and other evidence and entries are recorded in

the manner prescribed under Applicable Law so as to ensure that the effective and valid pledge on the Securities is created in favour of the Lender forthwith.

7.5.2. The Borrower undertakes to do all such actions and execute such documents and agreements as may be necessary for the valid creation and perfection of the pledge of the Collateral in accordance with the terms of this Loan Term Sheet

7.5.3. Upon the successful completion of the procedures prescribed in Clause 7.5.1 & 7.5.2 above, the Borrower acknowledges and confirms that the pledge over the Securities in favour of the Lender shall come into effect. The Borrower further confirms and acknowledges that upon the creation of the pledge in favour of the Lender, all rights, title, claims, demand, benefits and interests, including without limitation the right to proceeds of sale and other realization of the Securities or such part thereof of the Borrower shall be automatically transferred in favour of the Lender in accordance with the terms of this document.

7.5.4. The decision as to valuation of the Securities and margin money shall be in the exclusive discretion of the Lender and will be binding on the Borrower.

7.5.5. The Lender reserves the right to take any action as may be deemed reasonably necessary for the protection and/or perfection of the security by way of pledge over the Securities, including, without limitation, following an Event of Default, to transfer the Securities in the name of the Lender and/or its nominee during the continuance of the pledge in accordance with the provisions of this Loan Term Sheet.

7.5.6. In cases where more than one Term Loan/ Consumer Loan have been co-extended to the Borrower, the Lender shall at all times evaluate the adequacy of the aggregate of such multiple Term Loans/ Consumer Loans outstanding against the aggregate of the value of all the Securities pledged against all the loans. The Lender shall have the right to withhold release/ unpledge of any of the Collateral provided under this Loan Term Sheet, if there are any Margin Shortfall on any other Loans. Conversely, the Lender shall also have the right to withhold.

7.6. Changes to Pledged Securities:

7.6.1. If the pledge over the Securities created by the Borrower under this Loan Term Sheet are to be withdrawn from the pledge created in favour of the Lender or in case any Additional Securities are pledged by the Borrower in addition to existing pledge or in substitution of any pledge withdrawn, the procedure laid down under clause 7.5 herein above shall be followed, including without limitation, in the case of Additional Securities, the Borrower shall execute a Transaction Confirmation in favour of the Lender in the form and manner specified by the Lender.

7.6.2. Any change in the Securities hereby pledged and/or the pledge of Additional Securities (in accordance with Clause 7.6.1 above) may be effected by the modification to or amendment to pledged Securities after necessary instructions are delivered to the Depository Participant and accepted by the Lender. Such change would, inter alia, include addition of Additional Securities, withdrawal of existing Securities or substitution of the Securities by Additional Securities. Such modification to or amendment of Collateral shall be deemed to have formed a part and

parcel of this Loan Term Sheet and would not require execution of any fresh Loan Documents amongst the Parties.

8. MARGIN REQUIREMENTS:

8.1. The Borrower shall at all times ensure that the Actual Margin (as hereinafter defined) is not less than the Required Margin (as hereinafter defined). If at any time the Actual Margin is less than the Required Margin, the Borrower shall within 3 (three) Business Days notice thereof, provide Additional Securities acceptable to the Lender and/or reduce the Obligations to restore the Actual Margin at least to the level of the Required Margin. If the Borrower fails to top-up with Additional Securities in the manner as aforesaid, the Lender shall be entitled at its own discretion to sell, dispose off or redeem any or all the Securities held as Collateral without being liable for any loss or damage or diminution in value sustained thereby. The sale/redemption proceeds shall be applied in reduction of the indebtedness of the Borrower to the Lender, in such order as mentioned in this document. In addition, the Lender shall be entitled, but not obligated to, and the Borrower does hereby authorize the Lender to take on behalf of the Borrower all actions that will be deemed necessary to mitigate any loss or preserve the Collateral. The Lender's determination of the Actual Margin and Required Margin is and shall be conclusive, final and binding on the Borrower.

8.2. For the purpose hereof:

- i. "Actual Margin" means, at the relevant time, the amount equivalent to the current market value of all the Collateral pledged by the Borrower less the Obligations, as determined by the Lender at its sole discretion; and
- ii. "Required Margin" means, at any time the difference between (a) the market value of all the Collateral pledged by the Borrower, and (b) the Loanable Value of the Collateral, as determined by the Lender in accordance with its policies prevailing from time to time.

8.3. The Borrower agrees, accepts and acknowledges that the Lender's standard internal loan-to-security value criteria, currency margin standards and requirements, top-up and sell-out periods, requirements and procedures, are at all times determined by the Lender in its discretion based on the Lender's internal policies prevailing from time to time, and that such internal criteria, standards, requirements and/or procedures shall be applied to the Borrower, and the Borrower shall be notified of any change thereof. The Borrower further agrees, accepts and acknowledges that in the event that the Terms and Conditions specified herein are inconsistent with or contrary to such revised criteria, standards, requirements and/or procedures, the Lender shall so inform the Borrower of such inconsistency and these Terms shall thereafter be deemed to have been and stand amended or modified to the extent necessary without the requirement of any further action on the part of the Parties.

8.4. Continuing Security:

8.4.1. The Collateral created by the Borrower is a continuing security for the payment, discharge and performance of all Obligations by the Borrower and under these presents, regardless of any intermediate payment or satisfaction by the Borrower.

8.4.2. Unless specifically released, the obligations of the Borrower shall not be discharged or impaired by and shall not be

affected by any act, omission or circumstances which, but for this provision, might operate to release or otherwise exonerate the Borrower from its obligations under the Facility Documents or affect such obligations, including and whether or not known to the Parties:

- i. any forbearance, concession, waiver, release of or granting of any time or any other indulgence to the Borrower;
- ii. any assertion of, or failure to assert, or delay in asserting, any right, power or remedy against the Borrower;
- iii. any taking, holding, reviewing, exchanging, varying, releasing, waiving or omitting to take, perfecting or enforcing any rights, remedies or security against or granted by the Borrower or any other person;
- iv. any irregularity, invalidity or unenforceability of any obligation of the Borrower under the Facility Documents which or any applicable law (in effect from any date after the date after the date of this document) purporting to reduce or otherwise affect any of such obligations to the intent that the Borrower's obligations under this document will remain in full force and this document must be construed accordingly as if there were no such irregularity, unenforceability, invalidity, law or order;
- v. any amendment or other modification to any Facility Document, so that references to any Facility Document shall include each such amendment or modification;
- vi. any assignment by the Lender to any person of any of its rights, benefits, duties and obligations under and in accordance with the Facility Documents;
- vii. any bankruptcy proceeding, winding up, merger, amalgamation, reconstruction or otherwise of the Borrower with any other trust or by the takeover of management or nationalisation of the Borrower or other incapacity or lack of power or authority or other circumstance of, or any change in the constitution or identity or loss of identity by the Borrower; and
- viii. any other act, event, neglect, omission or circumstance whatsoever (however caused or arising and whether or not similar to any of the foregoing) which would or might, but for this clause 8.4.2, operate to impair or discharge any of the Borrower's obligations hereunder.

8.4.3. Nothing herein contained shall operate so as to merge or otherwise prejudice, affect or exclude any of the Lender's rights or remedies in respect of any present or future security, guarantee, obligation or decree for the Borrower's indebtedness or liability to the Lender nor shall it preclude the Lender from enforcing the security hereunder without enforcing in the first instance any other security furnished by any other party to the Lender.

8.4.4. No course of dealing and no failure or delay by the Lender in exercising, in whole or in part, any power, remedy, discretion, authority or other right under the Facility Documents or any other agreement shall waive or impair, or be construed to be a waiver of or an acquiescence in, such or any other power, remedy, discretion, authority or right under this Facility Documents or in any manner preclude its additional or future exercise, nor shall the action of the Lender with respect to any default, or any acquiescence by it therein, affect or impair any right, power or remedy of the Lender with respect to any other default.

9. RIGHTS IN RESPECT OF THE COLLATERAL

9.1. Voting Rights:

9.1.1. The Lender agrees that the Borrower may, unless an Event of Default has occurred and is continuing, exercise any voting rights in respect of the Collateral, provided that the Borrower agrees that it shall not vote in any manner that is inconsistent with the terms of this document or which would give rise to an Event of Default, and will not vote in favour of any resolution which would have the effect of altering the rights of the Lender or pursuant hereto, or the terms of the pledges or any rights attaching to the pledges or the Collateral in any way or prejudicing the interests of the Lender in any manner whatsoever.

9.1.2. Subject to the other provisions stated herein, once an Event of Default has occurred, the Lender shall be entitled to exercise all consequential rights (including voting rights) pertaining to the Collateral.

9.2. Dividends, Interests and other Distributions: So long as no Event of Default shall have occurred, the Borrower shall be entitled to receive and retain any and all dividends/interest paid in respect of the Collateral provided however that, any and all:

9.2.1. Dividends/interest paid or payable other than in cash and other distributions property received, receivable or otherwise distributed in respect of, or in exchange for, any Collateral;

9.2.2. Dividends/interest and other distributions paid or payable in cash in respect of or in connection with any liquidation or dissolution or in connection with a reduction of capital; and

9.2.3. Cash paid, payable or otherwise distributed in respect of the principal of, or in buy-back of, or in exchange for, any Collateral; shall (whether or not a Potential Event of Default and/or an Event of Default shall have occurred and be continuing) be forthwith delivered to the Lender to hold as part of the Collateral and shall, if received by the Borrower, be received in trust for the benefit of the Lender and shall be segregated from the other property or funds of the Borrower, and be forthwith delivered to the Lender as Collateral in the same form as so received (with any necessary endorsement).

9.2.4. In case the Lender has the Securities (or any accretions by way of rights shares, bonus shares or otherwise) transferred to its name during the continuance of the pledge, the Lender will credit all dividends/ interest received in respect of the Securities and all such accretions into the account of the Borrower (so long as no Event of Default shall have occurred) and the Borrower hereby indemnifies and agrees to hold the Lender fully saved harmless and indemnified in respect of all claims, proceedings or demands which may arise in respect of such dividends/interest.

10. REPRESENTATIONS AND WARRANTIES ON SECURITIES

10.1. REPRESENTATIONS AND WARRANTIES ON SECURITIES – GENERAL

10.1.1. The Borrower as the owner of the Securities represents and warrants in respect of the Securities to the Lender and confirms that such representations and warranties are true, correct, valid and subsisting in every respect as of this date and which representations and warranties shall be deemed to be repeated as of the date on which each draw down is made and shall continue until the Outstandings are paid to the Lender as follows:

- i. it is the sole legal and beneficial owner of, and has good and marketable title to the Collateral, which is free from any and all Encumbrances;
 - ii. The pledge referred to hereunder creates a valid and perfect exclusive charge and all filings and other actions necessary to perfect or protect such charge have been and/or shall be duly taken pursuant to this document;
 - iii. all approvals required from any Governmental Authority or any other persons for or in connection with availing Loan and the creation of the pledge on the Securities by it have been obtained and are in full force and effect and there is no breach of any applicable law by the Borrower;
 - iv. the Securities have been duly authorized and validly issued and allotted and are fully paid;
 - v. it has not granted or agreed to grant in favour of any other person other than the Lender any interest in or any option or other rights in respect of the Collateral or any part thereof;
 - vi. this document has been duly stamped in accordance with the relevant stamp law, and all duties or other similar [Taxes] in connection therewith have been paid in full by the Borrower;
 - vii. it has made and/or shall make in a timely manner all such filings, and registrations as may be necessary in connection with the creation, perfection or protection of the pledge under or pursuant to this document which is, or may be required in connection herewith;
 - viii. any accretions to the Securities including bonus shares, rights shares, and any Additional Securities which are required to be pledged in accordance with the terms of this document, shall be in dematerialized form and shall form part of Additional Securities provided hereunder;
 - ix. the security created hereunder would create a valid and perfected security, subject in priority to no other security or Encumbrance; and
 - x. In case the Lender invokes the pledge on the Securities, the Borrower unconditionally agrees that the Lender may without prejudice to its other rights in law as pledgee, be inter alia entitled to have itself registered as the owner of the Securities in the records of the applicable Depository.
- 10.1.2. Lien and Cross Default: Any default by the Borrower or by any associate or affiliate of the Borrower or any person/entity related to or connected with the Borrower under any agreement, arrangement, guarantee, security and/or under any of its/their indebtedness, with the Lender or any other entity forming part of NJ Group, shall constitute an Event of Default under this Loan Facility and vice-versa. The said amounts shall be deemed to be Outstandings under this Loan Facility and vice-versa. Similarly, the Lender shall also be entitled to apply the amounts to the credit of the Borrower under this Facility towards any amounts owed by the Borrower/s to the Lender or any other entity in NJ Group.
- 10.1.3. The Lender shall have a paramount lien and right of set-off on / against all other monies, securities, deposits of any kind and nature, all other assets and properties belonging to the Borrower or standing to the Borrower's credit (whether held singly or jointly with any other person), which

are deposited with / under the control of the Lender or any of its entities in NJ Group pursuant to any contract entered / to be entered into by the Borrower in any capacity and the Lender shall be entitled and authorized to exercise such right of lien and set-off against all such amounts / assets / properties for settlement of the Outstandings with or without any further notice to the Borrower. In this regard, any discharge given by the Lender or any of its entities in NJ Group shall be valid and binding on the Borrower. It shall be the Borrower's sole responsibility and liability to settle all disputes / objections with such joint account holders. If so required, the Lender shall be well within its rights to exercise the right of set-off against the money lying in the joint account/s or in any deposit / bond / other assets held jointly, for settlement of dues.

10.2. REPRESENTATIONS AND WARRANTIES – DIGITAL PLATFORM

- 10.2.1. The Digital Platform designed by the Lender shall provide for various services like loan application, loan sanction, Securities pledging and unpledging, loan disbursement etc. involving online Borrower identity authentication and online transaction authentication. All such transactions shall be authenticated by use of text messages based PIN/ transaction code/ one-time password etc. which shall be sent on the registered mobile and/or Email ID of the Borrower. ("PIN/OTP"). The commercial terms and conditions of the Loans (which will form part of Loan Term Sheet) may also be communicated by way of text messages or otherwise on the Digital Platform. The Borrower undertakes to completely read and understand the governing terms provided in the Loan Term Sheet and if these are acceptable to him/ her, he/ she shall convey his/ her acceptance by entering the PIN on the Digital Platform.
- 10.2.2. The Borrower shall be solely responsible to ensure that the use of name, password/ PIN/ transaction codes and credentials generated during the process mentioned in Clause 10.2.1 above (collectively "Confidential Details") for securely accessing and transacting on the Digital Platform of the Lender, are kept confidential and not disclosed to any third party. Further the Borrower shall take all possible care to prevent discovery of such Confidential Details by any person, failing which the Lender shall not be liable for any loss/damage arising as a consequence thereof.
- 10.2.3. The Borrower unequivocally agrees and acknowledges that entering of the password /PIN/transaction code shall be deemed as the valid and binding acceptance by the Borrower of all the governing terms in the Loan Term Sheet /transaction SMS and shall constitute a Transaction Confirmation.
- 10.2.4. The Borrower shall be solely responsible for the selection, maintenance, security and operation of any electronic device to be used to access the Digital Platform and for all issues relating thereof.
- 10.2.5. The Borrower shall ensure that the electronic devices used by him/her are free of viruses and harmful components and further such devices would be protected by installing reputed antivirus software to ensure safety/security of the Confidential Details.
- 10.2.6. The Borrower shall protect himself/herself from electronic frauds (including but not limited to email and phone based frauds) and to exercise utmost care, caution and diligence

while responding and accessing these fraudulent emails and websites to protect themselves against such fraud and criminal acts.

- 10.2.7. The Borrower shall immediately notify the Lender to check the authenticity of claim made in any suspicious email/phone call/communication.

11. CANCELLATION AND EVENTS OF DEFAULT

- 11.1. The Lender may, without assigning any reason and upon written notice mailed or delivered to the Borrower cancel the Loan herein granted and demand repayment thereof. Delivery of such notification by the Lender shall constitute sufficient notice of such cancellation, and thereupon the Loan, all interest due and payable thereon and all liabilities and other obligations of the Borrower thereunder to the Lender including interest, and other charges shall become due and payable by the Borrower immediately to the Lender.
- 11.2. At the option of the Lender, and without the necessity of any demand upon or notice to the Borrower, all of which are hereby expressly waived by the Borrower, and notwithstanding anything contained herein or in any security documents executed by / to be executed by the Borrower in the Lender's favour, the Outstandings and all of the obligations of the Borrower to the Lender hereunder, shall immediately become due and payable irrespective of any agreed maturity, and the Lender shall be entitled to enforce its security on the Collateral, upon the happening of any of the following events ("Events of Default"):
- 11.2.1. If any representations, warranties or statements or particulars made in the Borrower's Application hereunder are found to be incorrect or the Borrower commits any breach or default in performance or observance of these presents or any Facility Documents executed by them in relation to the Loan or if the Borrower fails to keep or perform any of the terms or provisions of Loan Documents executed in respect of this Facility;
- 11.2.2. If the Borrower fails to maintain the Margin Requirement as laid down in clause 8.
- 11.2.3. If the Borrower commits any default in the payment of principal or interest or any of the dues under this document;
- 11.2.4. If there is a breach or default by the Borrower of any covenants, undertakings, obligations and/or the terms and conditions hereunder or under any other document, agreement or writing executed by the Borrower with / in favour of the Lender; and/or
- 11.2.5. If any attachment, distress, execution or other process against the Borrower, or any of the securities is enforced or levied upon;
- 11.2.6. The insolvency, winding up, failure in business, commission of an act of insolvency, general assignment for the benefit of creditors, suspension of payment or the threat of suspension of payment by the Borrower to any creditors, filing of any petition in bankruptcy of by, or against the Borrower or filing up of any petition for winding up / insolvency of the Borrower and not being withdrawn within 15 days of being admitted;
- 11.2.7. If the Borrower violates any of the provisions as laid down under clause 8.4.2;
- 11.2.8. If a receiver is appointed in respect of the whole or any part of the property /assets of the Borrower;
- 11.2.9. If the Borrower ceases or threatens to cease or carry on its business;
- 11.2.10. No event or circumstance has occurred which constitutes a default or an event of default (howsoever described) under any other agreement or instrument which is binding on the Borrower, or to which the Borrower's assets are subject, which might have a Material Adverse Effect;
- 11.2.11. Any circumstances arise which, in the sole opinion of the Lender, has or may have a Material Adverse Effect;
- 11.2.12. Delisting of any Security forming part of the Collateral from any recognized stock exchange of India.
- 11.2.13. Issuance of any order by SEBI or any other regulatory authority debarring the Borrower's securities to be traded on any stock exchange.
- 11.2.14. If it is certified by an Accountant or a Firm of Accountants appointed by the Lender (which the Lender is entitled and hereby authorised to do so at any time) that the liabilities of the Borrower exceed the Borrower's assets or that the Borrower is carrying on business at a loss;
- 11.2.15. If the Borrower, without the prior written consent of the Lender, attempts or purports to create any Encumbrance over the Collateral or any part thereof;
- 11.2.16. If any circumstance or event occurs which is prejudicial to or impairs or imperils or jeopardise or is likely to prejudice, impair, imperil, depreciate or jeopardise the security given by the Borrower in the form of pledge of Collateral or any part thereof;
- 11.2.17. If any circumstance or event occurs which in the view of the Lender would or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower to repay the Facility or any part thereof including without limitation upon the Borrower or the management of the Borrower ceasing to enjoy the confidence of the Lender and/or the security to be furnished under clause 7 (Pledge of Collateral).;
- 11.2.18. The Borrower is in breach of any other loan / facility agreement with any other person and/or breaches any other obligation with the Lender under any other agreement or arrangement;
- 11.2.19. Any circumstances arise which, in the sole opinion of the Lender, has or may have a Material Adverse Effect;
- 11.2.20. If the Borrower dies (in case the Borrower is an individual); or
- 11.2.21. If any of the ACH/E-Mandate issued by the Borrower to the Lender are dishonoured or upon the Borrowers failure to deliver the ACH/E-Mandate.
- 11.2.22. Any default by the Borrower under any other agreement between the Borrower and the Lender or any other agreement of indebtedness of the Borrower with any third party lender whosoever or the performance of any covenant, term or undertaking there under or any indebtedness of the Borrower is not paid when due or any creditor of the Borrower becomes entitled to declare any such indebtedness due and payable prior to the date on which it would otherwise have become due or any

guarantee or indemnity given by the Borrower is not honoured when due and called upon.

11.2.23. There occurs any change in the Lender's policies which may imperil, delay or prevent the fulfilment by the Lender or the Borrower of its obligations under the Facility Documents.

11.2.24. It becomes unlawful for the Borrower or the Lender to perform its obligations under this document or in the event the Lender reaches a conclusion that the Borrower is unable to perform its obligations under this document.

11.3. Consequences of Event of Default:

11.3.1. Upon the occurrence of any Event of Default, the Lender shall have the right, but not the obligation, to, inter alia, cancel the Loan and call upon the Borrower to forthwith repay all of the Obligations. Notwithstanding that the Lender may have demanded the repayment of all Obligations as aforesaid, the Lender, shall also, on the terms and conditions set out in this clause 11.3, have a right to sell the Collateral pledged by the Borrower under this document, without the intervention of the Court and without any consent of the Borrower.

11.3.2. The Borrower agrees that at any time after an Event of Default occurs, the Lender shall have the right, without prejudice to its other rights under this document and/or under any applicable law, in its discretion to exercise all the rights, powers and remedies vested in it (whether vested in it by or pursuant to this Facility Documents or by any applicable law) for the protection, perfection and enforcement of its rights in respect of the Collateral, and shall be entitled, without limitation, to exercise the rights set out in clause 11.3.3 below, to which the Borrower hereby agrees.

11.3.3. On the occurrence of an Event of Default, the Lender shall be entitled:

- i. to invoke the pledge on the Collateral and/or transfer or register in its name or in the name of any of its nominees or any other person, as it shall deem fit, all or any of the Collateral, at the cost of the Borrower;
- ii. to receive all amounts payable in respect of the Collateral relating or otherwise payable under clause 9.2 (Dividends, interests and Other Distributions) above to the Borrower;
- iii. to take all such actions including redemption of all or any part of the Collateral (whether or not transferred in the name of the Lender) and otherwise act with respect thereto as though it were the outright owner thereof;
- iv. to sell the Collateral (or any part thereof) in exercise of the power conferred under clause 11.5 hereof (Power of Redemption and Sale), without the intervention of the court, at public or private sale or on any securities exchange for cash, upon credit or for future delivery or transfer or procure registration in the name of the Lender, or any of its nominees at the cost of the Borrower, as the Lender may deem commercially reasonable and apply the proceeds thereof towards payment of the Obligations, provided that the Lender shall not be obliged to make any sale of any Collateral if it determines not to do so, regardless of the fact that notice of sale may have been given.

11.4. No Liability of Calls:

11.4.1. Nothing hereunder shall be construed as placing on the Lender any liability whatsoever in respect of any calls, contributions, installments or other payments relating to any of the Collateral or to any other securities accruing, offered, distributed, paid or arising as aforesaid, and the Borrower shall indemnify and keep indemnified the Lender in respect of all calls, contributions, installments or other payments relating to any of the Collateral now or hereafter existing and to any other securities accruing, offered, distributed, paid or arising as aforesaid in respect thereof which may have been made by the Lender on behalf of the Borrower in fulfillment of the Borrower's obligations to the Lender at any time when the Borrower is the beneficial holder of the same. The amount of any calls, contributions, installments or other payments along with interest thereon relating to any of the Collateral now or hereafter existing and any other securities accruing, offered, distributed or paid or arising as aforesaid in respect thereof which have been made on behalf of the Borrower pursuant to this clause 11.4 shall be repayable by the Borrower to the Lender on demand, the Lender shall reserves the right at its option to charge Additional Interest at such rate as laid down in relevant Loan Term Sheet, until the date of repayment by the Borrower. Any such amounts paid by the Lender as aforesaid along with interest thereon shall be a charge on the Collateral and shall form part of the Obligations.

11.4.2. Without prejudice to the provisions of clause 11.3.3, the Borrower recognizes and expressly accepts that the Lender shall, without prejudice to its right to perform such activities itself or through its officers or servants, be absolutely entitled and have full powers and authority to appoint one or more persons or entities of the Lender's choice and to transfer and delegate to such third parties the right and authority to collect on behalf of the Lender or in trust for the Lender all Obligations and to perform and execute for and on behalf of the Lender all acts, deeds, matters and things connected therewith or incidental thereto including sending notices or demand, attending the residence or office of the Borrower or otherwise contacting the Borrower, receiving repayment of the Obligations (in cash/draft/cheque whether in the name of the Lender, or in its own name) from the Borrower, entering into a compromise with the Borrower, giving a valid receipt and granting effectual discharge to the Borrower and generally performing all lawful acts as such person or entity may consider appropriate for the purpose.

11.4.3. A certificate in writing signed by an officer of the Lender stating the amount at any particular time due shall be conclusive evidence against the Borrower.

11.4.4. The Borrower expressly accepts that if it fails to pay any monies when due or which may be declared due prior to the date when it would otherwise have become due or commits any other default under any agreement or arrangement (including this document) with the Lender under which it is enjoying any financial/credit/other facility, then in such event the Lender shall, without prejudice to any of its specific rights under each of such agreements or arrangements, be absolutely entitled to exercise all or any of its rights under any of the agreements or arrangements (including this document) between the Borrower and the Lender at the sole discretion of the Lender.

11.5. Power of Redemption and Sale:

11.5.1. Enforceability. Upon the occurrence of an Event of Default, the Lender may, without prejudice to its other rights under applicable law and under or pursuant to the Facility Documents but after giving to the Borrower (two) Business Days' notice (which period of notice the Borrower agrees is reasonable notice) of the sale, redeem, sell, transfer and appropriate any or all the Collateral, at the cost of the Borrower and redeem, sell or dispose of at the cost of the Borrower, all or any part of the Collateral and may apply the net proceeds of any such redemption, sale, disposition or appropriation towards the payment of the Obligations. the Lender shall be entitled to invoke in accordance with the terms of these MTCs any of the pledge created hereunder and the Borrower shall not be entitled to question the methodology adopted by the Lender in this regard.

11.5.2. Redemption and sale of Collateral. Following an Event of Default, the Lender shall be entitled to exercise such power of redemption/sale in such manner and at such time or times and for such consideration (whether payable immediately or by instalments) as it shall in its absolute discretion think fit (whether by private sale or otherwise) and such Collateral (or any relevant part thereof) may be redeemed and/or sold (i) subject to any conditions which the Lender may think fit to impose, and (ii) to any person (including any person connected with the Lender). The Lender shall not be liable or responsible for any loss that may be occasioned from the exercise of such power and/or may arise from any act or default on the part of any broker or auctioneer or other person or body engaged by the Lender for the said purpose.

11.5.3. Purchaser Not Bound to Enquire. The Borrower confirms that the Lender is authorized to give a good discharge for any monies received pursuant to the exercise of its power of sale and a purchaser shall not be bound to enquire whether the power of sale has arisen as herein provided nor be concerned with the manner of application of the proceeds of such sale.

11.5.4. No Liability for Losses. The Borrower shall not have any claim against the Lender and/or its nominees in respect of any loss arising out of any such sale pursuant to clauses 11.5.1 and 11.5.2 hereof or any postponement thereof howsoever caused and whether or not a better price could or might have been obtained upon the redemption, sale or disposition of the whole or any part of the Collateral by deferring or advancing the date of such redemption/sale or otherwise howsoever.

11.6. Liability for Deficit/ Shortfall Amount. The Borrower shall be liable to pay for the balance Outstanding consequent to the sale of Collateral.

11.6.1. The Borrower expressly recognizes and accepts that notwithstanding any other provisions of the Facility Documents, the Lender shall be absolutely entitled and shall have full power and authority to sell, assign or transfer in any manner, in whole or in part, and in such manner and on such terms as the Lender may decide, including reserving a right to the Lender to retain its power hereunder to proceed against the Borrower on behalf of the purchasers, assignees or transferees, any or all outstanding and dues of the Borrowers to any third party of the Lender's choice without any reference or

intimation to the Borrower any such action and any such sale, assignment or transfer shall bind the Borrower, to accept such third party as creditor exclusively or as a joint creditor with the Lender, or as creditor exclusively with the right to the Lender to continue to exercise all powers and authorities hereunder on behalf of such third party and to pay over such Outstandings and dues to such third party and/or to the Lender as the Lender may decide. The Borrower acknowledges and undertakes to pay to the third parties the difference between the Facility amount outstanding and the amount received by the Lender in the event of transfer of the Loan Facility to such third party. Such third party shall have authority of the Lender to collect the amounts due from the Borrower.

12. CONTINUING OBLIGATIONS

12.1. The liabilities and obligations of the Borrower under or pursuant to the Facility Documents shall remain in full force and effect notwithstanding any act, omission, event or circumstance whatsoever until the Outstandings are repaid by the Borrower in full.

13. PROTECTIVE CLAUSES

13.1. Without limiting the provisions of clause 12 (Continuing Obligations), neither the liability of the Borrower nor the validity or enforceability of the Facility Documents shall be prejudiced, affected or discharged by:

- i. any waiver, exercise, omission, compromise, arrangement or settlement with or the granting of any time, concession, consent or indulgence to, the Borrower or any other person;
- ii. the amendment, variation or modification of any document referred to therein, except to the extent specifically varied or modified with the consent of the persons as required, pursuant to the terms of such document;
- iii. any change or restructuring of the corporate structure of the Borrower;
- iv. the invalidity, irregularity or unenforceability of any obligation or liability of the Parties under the Facility Documents;
- v. any deficiency in the powers of the Borrower or any other person to enter into or perform any of their respective obligations under the Facility Documents or any irregularity in the exercise thereof or any lack of authority by any person purporting to act on its behalf;
- vi. the insolvency or liquidation or any incapacity, disability or limitation or any change in the constitution, status, control or ownership of the Borrower or any other person, as the case may be;
- vii. any other charge, guarantee or other security or right or remedy available to the Lender being or becoming wholly or partly void, voidable, unenforceable or impaired by the Lender at any time releasing, refraining from enforcing, varying or in any other way dealing with any of them or any power, right or remedy that the Lender may now or hereafter have from or against the Borrower or any other person;
- viii. any act, omission, event or circumstance which would or may but for this provision operate to prejudice, affect or discharge the Facility Documents or the liability of the Borrower, as the case may be hereunder or any other right, power or remedy conferred upon the Lender in the Facility Documents or by any applicable law; or

- ix. specific to the case of Consumer Loans, the Borrower shall utilize the Loan only for purchase of the Approved Products and for the payment of approved expenses incidental thereto and for no other purpose.
- x. Where the Borrower wishes to return Product(s) bought at the Merchant outlet by availing the Consumer Loan, the Loan will only be cancelled upon the Merchant accepting the Product and the Borrower receiving a confirmation of the Loan cancellation from the Lender. Further, in the event the aforesaid Loan cancellation is, on or after the instalment due date as per the relevant Loan Term Sheet and as a result of return of Product(s) at the Merchant outlet, the instalment will be refunded net of applicable charges within a period of 60 (sixty) days from the date of Loan cancellation.
- xi. any other matter or thing whatsoever.

14. IMPOSTS, COSTS AND EXPENSES

- 14.1. The Borrower shall bear and pay all taxes, rates, duties, (including stamp duties) charges, and other imposts and obligations, existing as well as arising in future, in respect of (a) the execution, delivery and performance of the Facility Documents, (b) the payment of any interest or other amounts pursuant to this document, and (c) the creation, perfection and enforcement of the Security on the Collateral, (d) processing fee as laid down in Loan Term Sheet. It is agreed that the Borrower alone is liable for all stamp duty payable on the Facility Documents and on invocation of Security. In the event in any judicial or other proceeding, any of the Facility Documents are found or held to be inadequately or inappropriately stamped or any plea to that effect is taken, the Borrower shall forthwith do the needful for ensuring that the document in question is adequately and appropriately stamped.
- 14.2. In the event the Borrower fails to pay when due any sum which it may owe to the Lender, the Lender may commence legal proceedings to recover such sum. The Borrower will further pay the Lender all advances, charges, cost and expenses, including legal fees, incurred or paid by the Lender in exercising any right, power or remedy conferred by this document, (or in the enforcement thereof) and all such sums shall become a part of the indebtedness secured hereunder and shall be paid to the Lender by the Borrower immediately and without delay or demur.
- 14.3. The Borrower shall reimburse and pay to the Lender all costs, charges and expenses, (including legal costs between legal counsels and client) stamp duty and charges for investigation of the title of the Collateral and for the preparation, execution, preservation, performance, enforcement and realisation of the loan, security documents and other instruments creating and/or evidencing the creation of the security for the Lender and also any other instruments required in connection with the Loan.
- 14.4. The Lender, may at the risk and cost of the Borrower, engage one or more person(s) to verify any facts or information furnished by, concerning or pertaining to the Borrower and/or in relation to the Facility Documents and/or to collect the dues and/or to enforce any Security and may furnish to such person(s) such documents, information, facts and figures as the Lender thinks fit and may delegate to such person(s) the right and authority to

perform and execute all acts, deeds, matters and things connected therewith, or incidental thereto, as the Lender thinks fit.

- 14.5. The Borrower shall reimburse all such sums paid by the Lender as stated in this clause. Further, the Borrower shall be liable to pay on demand other charges incurred by the Lender as set out in relevant Loan Term Sheet.

15. INDEMNITY

- 15.1. Each of the Borrowers irrevocably and unconditionally agrees as a primary Borrower to indemnify and keep indemnified the Lender from time to time on demand by the Lender of, from, and against all and any losses incurred by the Lender as a result of any defect in the title of Securities/duplicate/ stolen/forged or invalid Securities.
- 15.2. The Borrower shall indemnify and keep indemnified the Lender against all actions, proceedings, claims, demands, judgements, losses, liabilities, obligations, damages, costs and expenses imposed, asserted against or incurred by the Lender in the execution or performance of the terms and conditions hereof or against all actions, proceedings, claims, demands, judgements, costs, charges and expenses which may be incurred, sustained or raised in respect of the non-performance of or non-observance of any of the undertakings and agreements on the part of the Borrower herein contained or in respect of any inaccuracy in the representation and warranties matter or thing done or omitted relating in any way whatsoever to the Collateral. Without prejudice to the foregoing, the Lender and every receiver, attorney, manager, agent or other person appointed by it shall, be entitled to be indemnified out of the Collateral in respect of all actions, proceedings, claims, demands, judgements, costs, charges, liabilities and expenses incurred by them in the execution or purported execution of the powers and trusts of the Lender including liabilities and expenses consequent to any mistake, oversight or error of judgement on the part of the Lender or any such appointee and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in any way relating to the Collateral.
- 15.3. The Indemnity clause shall survive and will be effective even after termination/expiry of the Facility Documents.

16. RELEASE

- 16.1. The Lender shall, on the Borrower's request and at the Borrower's costs and expense, release the Collateral from the pledge and charge granted hereby, and intimate the Borrower of the same. The Lender shall take the following steps (i) issue instructions to the applicable Depository Participant to confirm the closure of the pledge created in favour of the Lender (ii) redeliver such of the Collateral as may be in the possession of the Lender and has not theretofore been sold or otherwise applied or released; and (iii) redeliver the power(s) of attorney, if any, executed in favour of the Lender marked "cancelled".

17. MISCELLANEOUS

- 17.1. The rights, powers and remedies given to the Lender hereunder shall be in addition to all rights powers and remedies given to the Lender by virtue of any other security, statute, or rule of law.
- 17.2. Any forbearance or failure or delay by the Lender in

exercising any right, power or remedy hereunder shall not be deemed to be waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof and every right and remedy of the Lender shall continue in full force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by the Lender.

- 17.3. Notwithstanding anything stated elsewhere in the Facility Documents, the Facility/ Outstandings shall be payable by the Borrower to the Lender on demand; and the Lender may at any time in its sole discretion and without assigning any reason call upon the Borrower to pay to the Lender the Outstandings or otherwise in relation to the Loan Facility (whether then due or not) including all principal amounts, interest, additional interest, costs, charges, expenses, fees, etc. (in this document collectively referred to as "the Borrower's Dues") and thereupon the Borrower shall, within 3 (Three) Business Days of being so called upon, pay the whole of the Borrower's Dues to the Lender without any delay or demur.
- 17.4. Nothing contained in these presents shall be deemed to limit or affect prejudicially the rights and powers of the Lender under any other security documents or letters of guarantee or any of them or under any law.
- 17.5. No delay in exercising or omission to exercise any right, power or remedy accruing/available to the Lender upon any default or otherwise hereunder or any other security documents/ letters of guarantee shall impair or prejudice any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence therein.
- 17.6. The Borrower shall indemnify and keep indemnified the Lender against all actions, suits, proceedings and all costs, charges, expenses, losses or damages which may be incurred or suffered by the Lender by reason of any false or misleading information given by the Borrower to the Lender hereunder or for the reason of Borrowers Pledged Securities becoming non-tradable or any breach/ default/ contravention/ non-observance/ non-performance by the Borrower of any terms, conditions, agreements and provisions hereunder. The Lender shall be entitled to include any amount payable by the Borrower under this clause in the Borrower dues being the subject matter of this document.
- 17.7. If at any time the Actual Margin falls lesser than the Required Margin (as stated in clause 8.4 above, the Borrower agrees and undertakes that the notice by way of (a) short message service (SMS) to the last declared mobile phone number; (b) an email to the last declared email address (E-mail); and (c) a telephonic conversation with the Borrower of the Borrower shall be deemed to be valid, proper and reasonable notice for the purposes of this document. For the purposes of notice by way of SMS and E-mail, the notice shall be deemed to have been effected upon the Lender delivering the same to the Borrower. In the case of telephonic conversation, the notice shall be deemed to have been effected immediately upon the representative bringing to the notice that the Event of Default has occurred.
- 17.8. The Borrower agrees to accept the statement of account sent by the Lender or by any other authorised

representative of the Lender as conclusive proof of the correctness of any sum claimed to be due from him.

- 17.9. The Borrower(s) further agree(s) that in addition to any other right enjoyed by the Lender, the Lender shall be entitled to disclose to the Reserve Bank of India, any credit information companies or to any other authority or to any third person, the name/ identity of the Borrower(s) and the fact of the Borrower(s) having committed any act of default or any other information in relation to the said Facility.
- 17.10. As a pre-condition to the said credit facilities given / granted / to be granted to the Borrower(s), the Borrower authorises, consents and agrees to disclose information and data relating to the Borrower(s), information and data of any credit facilities availed of/to be availed of by the Borrower(s), and/or information and data relating to default, if any, committed by the Borrower(s) in discharge of the Borrower(s)' obligations. The information provided by the Borrower(s) may be disclosed by the Lender as and when the Lender deems it appropriate and necessary and the same may be forwarded to the Credit Information Companies and agencies authorised in this behalf by Reserve Bank of India. The information and data furnished/to be furnished by the Borrower(s) shall be true and correct.
- 17.11. The Borrower(s) hereby affirms that the Credit Information Companies and agencies so authorised by the Reserve Bank of India, may use and process the said information and data disclosed by the Lender to them, in the manner as deemed fit by Credit Information Companies and agencies. Further, the Borrower also confirms and permits the Credit Information Companies and agencies so authorised to furnish for consideration the processed information and data or product thereof prepared by them to the Lender/financial institutions and/or any other credit grantors or registered users as may be specified by the Reserve Bank of India in this behalf.
- 17.12. The Lender shall be entitled to sell, assign, securitise or transfer the Lender's rights and obligations under the Facility Documents and any security in favour of the Lender (including all guarantee(s)) to any person(s) of the Lender's choice in whole or in part and in such manner and on such terms as the Lender may decide. Any such sale, assignment, securitisation or transfer shall conclusively bind the Borrower and all other persons. The Borrower shall not be entitled to directly or indirectly assign the benefit or obligation of this document without the prior written permission of the Lender. The Lender may, in the event of any assignment, securitisation or transfer of the Lender's rights and obligations under this document, hold the Collateral for the benefits of assignee/ transferee company.
- 17.13. Communications may be provided by Lender to the Borrower by using the Standard Mode of Communication and such communication shall be deemed as a valid and authentic communication by the Lender, and Lender shall not be liable for any error on the Borrower's part or on the part of the mobile service provider in this regard.
- 17.14. Any consent/communication provided by the Borrower by way of the Standard Mode of Communication shall be deemed as a valid and authentic consent/communication by the Borrower, and Lender shall not be liable for any error on the Borrower's part or on the part of the mobile service provider.

- 17.15. In the event of there being more than one Borrower the liability of the Borrowers hereunder shall be joint and several, irrespective of whether the ownership of the Securities vests with some of such Borrowers and not with all of the Borrowers. Further, all communication including of the communication of passwords/ PIN's etc. under the Facility Documents which may be required to convey Transaction Confirmation received through the registered email ID or registered mobile number shall be deemed to be the final confirmation for a particular transaction.
- 17.16. The Lender shall be entitled to enforce the Facility Documents and its rights and benefits created hereunder including (but not limited to) in relation to the Collateral and to seek any and all remedies to the extent applicable under the laws prevailing in India from time to time including without limitation under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.
- 17.17. Records of Facility: The Lender shall maintain or cause to be maintained in accordance with its usual practice, electronic/ computerised accounting systems at its office, evidencing the amounts disbursed and due under the Facility Documents and such computer generated/maintained certificate/ statement/accounts from the Lender's electronic terminals shall not be contested by the Borrowers and the entries made therein shall be conclusive evidence of the existence and amounts of the obligations of the Borrowers and amounts realised, recovered and expended including in any legal action or proceedings arising out of or in connection with the Facility Documents and the Borrowers shall not contest the same.

- 17.18. The Borrower confirms that the Lender may also disclose any information / documents relating to the Borrower to the entities of NJ Group for promotional purposes. It is hereby agreed between the Parties that the Lender may also have access to the data and information of the Borrower held with any entities of the NJ Group for the purposes of facilitating the Loan Facility.

18. DISPUTE RESOLUTION

- 18.1. Arbitration: If any dispute, difference or claim arises between the parties hereto in connection with the Facility Documents or the security hereof or as to the validity, interpretation, implementation or effect of the Facility Documents or as to the rights and liability of the parties under the Facility Documents or alleged breach of the Facility Documents or anything done or omitted to be done pursuant to the Facility Documents or anything done or omitted to be done pursuant to the Facility Documents or otherwise in relation to the security hereof, the same shall be settled by arbitration to be held in Surat as may be decided by the Lender in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a person to be appointed by the Lender. The award of the arbitrator shall be final and binding on all Parties concerned.
- 18.2. The Facility Documents shall be governed by the laws of India.
- 18.3. Governing Law And Jurisdiction: The Borrower agrees that, subject to the provisions of clause 18.1 above, the courts of Surat or the venue of arbitration to be carried out in the manner set out under the Arbitration and Conciliation Act, 1996 decided in accordance with clause 18.1 above only shall have the sole jurisdiction to entertain and try all matters arising from and out of this document.

The Borrower hereto submit that this MTCs has been accepted by him/them by submission of One-Time Password (OTP). Any amendment of this MTCs, Schedules and Annexures are agreed to be effected through the online (electronic) acceptance by the Borrower and it shall constitute a legally valid, enforceable and binding acceptance.

The Borrower(s) hereto have accepted the MTCs

FOR THE BORROWER(S)

	Borrower	Co-Borrower (1)	Co-Borrower (2)
Name	SANDEEP BISHT		
Transaction Confirmation	Transaction details to be printed here	Transaction details to be printed here	Transaction details to be printed here

NJ CAPITAL PRIVATE LIMITED

Block No. 901, 6th Floor, B Tower, Udhna Udyognagar Sangh Commercial Complex, Central Road No.10, Udhna, Surat – 394 210, Gujarat.

CIN: U6710GJ2009PTC057351

Reference Number: TLLASS106865 / 01

Date: 13-07-2022

Borrower Name: SANDEEP BISHT

Address:

LANE NO-2 POST OFFICE ROAD CLEMENTOWN, DEHRADUN, UTTARAKHAND,

INDIA, 248002

Co-Borrower(s):

1 _____

2 _____

Dear Sir/Madam,

Sub: Loan Term Sheet ("LTS") for loan sanctioned under Master Terms and Conditions-Loan Against Securities ("MTC") TLLASS106865 **executed by the Borrower ("MTC")**

With reference to the MTC, and pursuant to the Application received from the Borrower(s), NJ Capital Private Limited (hereinafter, "**Lender**") has sanctioned the following Loan Facility on the terms and conditions mentioned below:

SR. NO.	DETAILS	PARTICULARS
1	Product	LAS TL
2	Loan Amount (In Figures)	₹ 25,000
3	Loan Amount (In Words)	Rupees Twenty Five Thousand only
4	Loan Purpose	MEDICAL EXPENSES
5	Loan Disbursement	a.The Lender will endeavour to disburse the Loan Facility within two (2) Business Day of receipt of duly executed loan documents. b.The actual Loan Disbursement amount shall be subject to the Total Loanable Value (Sr. No. 16) as determined on date of disbursement. c.The Lender shall not be held liable for any delay in disbursement caused due to factors beyond the control of the Lender. d.The EMI due date shall be determined based on the value date of the disbursal.
6	Loan Tenure (Months)	18
7	Interest Rate (Fixed)	13.50 % P.A.
8	Total Repayments (EMI Amount * Loan Tenure)	27,756.00
9	EMI Amount	₹ 1,542.00
10	EMI Due Date	In case of loan disbursals during 1st – 15th (both dates included) of any month, the EMI due date will be the 25th of the same month. In case of loan disbursals during 16th – last date of the month (both dates included), the EMI due date will be the 10th of the following month.

SR. NO.	DETAILS	PARTICULARS
11	Details of Collateral / Pledged Securities	Please Refer to Point No. 28
12	DP ID	12064200
13	Client ID	15226002
14	DP Name	NJ India Invest Private Limited
15	Total Security Value (as on the Date hereof)	₹ 67,212.00
16	Total Loanable Value (as on the Date hereof)	28,847.00
17	Margin (%) Required* (through the tenure of loan)	Please refer to the Annexure
18	Notice Period to fulfill Margin Calls (i.e. where Actual Margin available falls below the Required Margin)	Three (3) Business Days
19	Date of Disposal of Securities (in case of non-receipt of EMIs)	In case if the EMI Due Date falls on the 10th of a month then the date of disposal of securities will be the 25th of the same month. In case if the 25th is not a Business Day, then securities will be disposed on the immediately following Business day. In case if the EMI Due Date falls on the 25th of a month then the date of disposal of securities will be the 10th of the following month. In case if the 10th is not a Business Day, then securities will be disposed on the immediately following Business Day.
20	Disposal of Securities (in case of an occurrence of Event of Default / Potential Event of Default as defined in the MTC other than non-receipt of Instalment)	Within a period of Seven (7) Business Days from the date of service of notice of occurrence of such Event of Default / Potential Event of Default by Lender or within such additional time period which may be extended at the sole discretion of the Lender.
21	Processing Fees (%)**	0.5% of the loan amount subject to a maximum of Rs.20,000/- (exclusive of all applicable taxes). The same shall be deducted from the disbursed loan amount.
22	Documentation Charges	Rs.500/- (Rupees Five hundred only), the same shall be deducted from the disbursed loan amount.
23	Prepayment Charges	2% (exclusive of all applicable taxes), on the principal amount prepaid.
24	Additional Interest (on Delayed Payment)	1.5% per month or part thereof, on the EMI delayed, for the entire period of delay upto the date of realisation.
25	Dishonour Charges	₹ 500/- (exclusive of all applicable taxes), for every instance of dishonour.
26	Appropriation of receipts towards dues	In following order of preference: a. Dishonour Charges, Pre-payment Charges and any other charges payable under the MTC, including Interest on costs, charges, expenses and other monies; b. Additional Interest; c. Interest payable in terms of this Loan Term Sheet; d. Any amount due under Cross Default as defined under the relevant provisions of the MTC. e. Repayment of Principal amount.
27	Other Terms and Conditions (incl. Charges)	As per the MTC

SR. NO.	DETAILS	PARTICULARS
28	All securities pledged under PRF No.	

***Margin (%) Required –**

1. If, as a result of price changes or due to any other reason whatsoever, the Actual Margin falls below the Required Margin, then the Borrower will be liable to restore/top-up the margin to Required Margin levels, either by pledging Additional Securities acceptable to the Lender and/or by repaying a portion of the Outstandings to the extent of the shortfall. The repayment of loan in the latter option will not be subject to prepayment charges as given in Sr. No. 22 above. For further details, please refer to the relevant provisions of the MTC.
2. Margin (%) as applicable on the Pledged Securities, as on date hereof, are annexed herewith. However, the Borrower must note that the **Margin requirements may change from time to time** during the tenor of the loan – in the event of change in any applicable laws, change in market conditions and / or change in internal company policy. Such changes will be implemented prospectively.

The terms & conditions listed in this LTS pertain to this specific Loan Facility disbursed herewith. These terms & conditions shall be binding on the Borrower in addition to the provisions set out under the MTC and all such terms & conditions shall be read in consonance with the provisions set out under MTC. Please visit the company website to refer to our '**Fair Practices Code**'.

All capitalized terms used but not defined herein shall have the meaning assigned to such term(s) under the provisions of the MTC and this LTS shall be subject to the rules of interpretation and construction set out in the MTC.

**** Not applicable if the Loan applicant(s) is/are employee of NJ Group.**

The Borrower(s) further confirm(s) that:

- i. All the representations and warranties provided by the Borrower(s) in the MTC are all valid, continuing and binding on the Borrower(s) as on date.
- ii. No event(s) have occurred, subsequent to the execution of the MTC which shall have Material Adverse Effects resulting in any event of default or potential event of default by the Borrower(s).
- iii. The Borrower(s) is/are fully conversant with and fully comprehend(s) English and understand all the terms of the MTC and of this LTS executed pursuant thereto.
- iv. The Loan Facility availed herewith shall not be utilized in contravention with the applicable laws, rules and regulations as issued by any regulatory authority from time to time.
- v. The Borrower(s) shall remain updated about the Margin (%) requirements and about any changes affected in the Margin (%) by either the Lender and/or the regulatory authorities.
- vi. The Borrower(s) shall restore/top-up the Actual Margin to Required Margin levels whenever the Lender issues any notice for the same.

Electronically accepted by the applicant(s) through OTP/PIN received on the aforementioned registered mobile no.

	APPLICANT	CO-APPLICANT (1)	CO-APPLICANT (2)
Accepted thru OTP	Date & Time Stamp	Date & Time Stamp	Date & Time Stamp
Regd. Mobile			
IP Address			

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www.njwealth.in



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Website: www.njwealth.in | www.njcapital.in | CIN: U67120GJ2009PTC057351 | RBI Reg. No.: - B.01.00606
Processing Centre: Shop No. 9, Yogi Complex, Amli, Vapi Silvassa Main Road, Silvassa - 396 230.
Email: operations.nbfc@njgroup.in