

PART A

GENERAL TERMS AND CONDITIONS BACKGROUND

This business loan agreement is entered into by and among the Borrower, the Lender 1, Lender 2 and the Facilitator, if any (collectively, the "**Parties**"), the details whereof are more particularly set out in Schedule I. The Lender 1 is licensed as a Non-Deposit Taking Non-Systemically Important non-banking financial company ("**NBFC**") by the Reserve Bank of India ("**RBI**") and the Lender 2 is also a NBFC registered with RBI and are engaged in the business of providing financial assistance. The Borrower is engaged in the Business as mentioned in the schedule I, and has approached the Lenders for the Facility and the Lenders have agreed to make available the Facility as mentioned in Schedule I to the Borrower on the terms contained in this Agreement. The Facilitator, if any, is providing/arranging, the said facility and other assistance to the Parties on such terms as may be agreed between the Parties.

OPERATIVE TERMS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalized terms set out in this Agreement and the Schedules will have the meanings given to such terms therein. In this Agreement, unless otherwise defined the following capitalized terms shall have the following meanings:

- (a) "**Agreement**" means this business loan agreement and includes all supplements and amendments hereof.
- (b) "**Applicable Law**" includes any constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorisation, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of the Agreement or thereafter and each as amended from time to time.
- (c) "**Authorisation Letter**" means the tripartite letter substantially in the form set out in Schedule III to be furnished by the Borrower, if required, at the request of the Lenders.
- (d) "**Availability Period**" means the availability period of the Facility as indicated in Schedule I.
- (e) "**Borrower**" means an entity (s)/person (s) details whereof are more particularly as described in in Schedule I and, wherever the context so requires, includes a Co-Borrower's details as specified in the Schedule I and hereinafter collectively referred to as the "Borrower" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Borrower's heirs, executors and administrators).
- (f) "**Bounce Charges**" means the amount payable by the Borrower to the Lenders as a penalty where the PI(s) issued by the Borrower is not honored by the banks.
- (g) "**Business Day**" means any day (other than a Sunday) on which banks are open for business and which is not a holiday for the purposes of Section 25 of the Negotiable Instruments Act, 1881.
- (h) "**Conditions Precedent**" means the conditions precedent to the availing of the Facility as set out in Schedule II.
- (i) "**Default Interest**" means the interest payable by the Borrower as set out in Schedule I at which the Lenders shall compute and apply interest in the event of Borrower's failure to comply with any of the terms of sanction of the Facility or pay the Facility, pay Interest on the Facility, and any costs, charges, expenses and other monies accruing due to or incurred/paid by the Lenders, under this Agreement or any other document, on the respective Due Date; Provided however, the levy of Default Interest under this Agreement shall not prejudice the exercise of any rights and remedies available to the Lenders under this Agreement, law and equity.
- (j) "**Due Date**" means, in respect of, (i) an installment of principal amount of the Facility, the Repayment Date; (ii) interest payment, the Interest Payment Date, and (iii) any other amount payable under this Agreement, the date on which such amount is due and payable in terms of this Agreement.
- (k) "**Escrow Agreement**" means the agreement executed on or about the date hereof, if required by the Lenders, between inter alia, the Borrower and the escrow Bank in connection with the establishment and operation of the Designated Account.
- (l) "**Event of Default**" means the occurrence of any of the following events:
 - (i) the Borrower fails to pay to the Lenders any amount when due and payable on the relevant Due Date(s);
 - (ii) the Borrower defaults in performing any of his/her obligations under this Agreement or breaches any of the terms or conditions of this Agreement or any other Financing Document;
 - (iii) the Borrower no longer conducts his/her/ its business as currently being conducted or ceases to be in employment;
 - (iv) the occurrence of a Material Adverse Effect;
 - (v) the Borrower commences or takes any steps to initiate or becomes subject to any insolvency resolution process or similar process under the Insolvency and Bankruptcy Code, 2016 or any other Applicable Law;
 - (vi) a receiver, liquidator, administrator, or resolution professional is appointed in relation to the Borrower or any of its assets;
 - (vii) it is or becomes unlawful for the Borrower or any person to perform any of their respective obligations hereunder or in relation hereto or any other Financing Document;
 - (viii) the Borrower (A) fails to discharge any indebtedness which has become due and payable; (B) any indebtedness of the Borrower becomes prematurely due and payable, or is placed on demand, as a result of an event of default or any provision having a similar effect (howsoever described); or (C) any commitment for the Borrower's indebtedness is cancelled or suspended as a result of an event of default

For the Lenders	I/We confirm we have read, understood and agreed to each and every item as appearing above
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or any provision having a similar effect (howsoever described); or (D) the Borrower has been declared to be a wilful defaulter.

- (ix) Any information provided or any representation or warranty made by the Borrower under this Agreement or any other Financing Document proves to have been incorrect, false or misleading when made or deemed made.
- (x) The Borrower fails to furnish any information or documents as may be required by the Lenders in accordance with this Agreement.
- (xi) The Borrower fails to provide any additional security as may be required by the Lenders in accordance with this Agreement.
- (m) "**Final Settlement Date**" means the date on which all Outstanding Amounts owed/payable to the Lenders and the Escrow Bank by the Borrower have been paid, discharged or performed in full to the satisfaction of the Lenders, in accordance with the terms of the Financing Documents.
- (n) "**Financing Documents**" means all documents entered into in relation to the grant of the Facility and/or the creation of any security interest and include but are not limited to this Agreement, the Sanction Letter, the Guarantee, and any other document executed by the Borrower or any other person or on its behalf and designated as such by the Lenders.
- (o) "**Guarantee**" means any corporate or personal guarantee being provided by any person ("**Guarantor**") to the Lenders for the purpose of securing the Facility.
- (p) "**Interest Payment Dates**" means the dates set out in the Interest Payment Schedule on which the interest on the Loans are due and payable.
- (q) "**Lender 1**" shall have the meaning assigned to it under Schedule I.
- (r) "**Lender 2**" shall have the meaning assigned to it under Schedule I.
- (s) "**Lenders**" shall mean collectively Lender 1 and Lender 2.
- (t) "**Loan Application Form**" means the loan application form for the availing of the Facility duly filled by way of writing, e-mail, fax, telephonic exchange, information provided in any online form/e-application/mobile application, or any other mode of electronic communication by the Borrower and submitted to the Lenders and/or the Facilitator, if any (as the case may be).
- (u) "**Loan**" means the principal amounts of the Facility availed/utilized under the Facility.
- (v) "**Material Adverse Effect**" means (a) any event, circumstance, occurrence or condition which has caused, as of any date of determination, or could reasonably be expected to cause a material and adverse effect on (i) the financial condition, business or operation of the Borrower, environmental, social or otherwise or prospects of the Borrower, (ii) the ability of the Borrower or Guarantor to perform its obligations under the Financing Documents, (iii) the validity or enforceability of any of the Financing Documents any changes to sharehold-

ing pattern of the Borrower including but not limited to changes to promoter shareholding in the Borrower without due intimation to the Lenders; (b) any changes or invalidity or situations leading to invalidity or unenforceability of Material Contracts or an Invoice; (c) any changes to operational instructions to the Designated Account without written concurrence of the Lender; (d) any changes or invalidity of repayment instruments without written concurrence of the Lender; (e) any breach to the terms and conditions of this Agreement by the Borrower.

- (w) "**Outstanding Amounts**" means all amounts payable to the Lenders including but not limited to the Facility, the Interest, the Default Interest, prepayment premium, if any and any other monies, fees, charges etc. pursuant to the terms of the Financing Documents.
- (x) "**Payment Instrument(s)**" or "**PI(s)**" shall mean any instrument / instruction, electronic or in writing, for transfer of funds and shall include, without limitation, post-dated cheques, inchoate cheques, instructions for direct debit from a bank account, a message for transfer of funds sent electronically, physically or through an image of instrument for transfer of funds sent electronically, an electronic file containing the details of the funds transfer sent by electronic media, payment through an electronic truncated cheque, various types of plastic cards, electronic clearing system (ECS), NACH, demand draft or such other instrument instruction/ clearing service as may be notified by Reserve Bank of India from time to time for transfer of funds and acceptable to the Lenders.
- (y) "**Potential Event of Default**" means any event, act or condition which with notice or lapse of time, or both, would constitute an Event of Default.
- (z) "**Prepayment Charges**" means charges defined in point 6.10.
- (aa) "**Receivables**" means all monies to be received/receivable by the Borrower from its suppliers and/or customers.
- (bb) "**Quarterly Date**" means each of March 31, June 30, September 30 and December 31 and "Quarterly Dates" shall be construed accordingly.
- (cc) "**Repayment Dates**" means the dates set out in the Repayment Schedule on which the Repayment Installments are due and payable.
- (dd) "**Repayment Installment**" means the aggregate of (i) the principal amount of Facility (or any part thereof) repayable, and (ii) interest on the principal amount of the Facility at the Interest Rate, payable on the Repayment Dates as specified in the Repayment Schedule.

1.2 Interpretation

- (a) References in this Agreement to recitals, clauses, annexures, and schedules are references to the recitals, clauses, annexures, and schedules of this Agreement.
- (b) Expressions denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- (c) Any reference to a statute or regulation shall be construed unless repugnant to the subject or context hereof

For the Lenders	<p><i>I/We confirm we have read, understood and agreed to each and every item as appearing above</i></p> <p>For M/s Sourabh Enterprises Co-borrowers:</p> <p>_____</p> <p>Authorized Signatory</p>
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(d) Any reference in this Agreement to any agreement or document shall be construed as a reference to such agreement or document as amended or supplemented.

(e) If any Due Date is not a Business Day, then the immediately preceding Business Day shall be deemed to be the Due Date.

- 2.1 The Lenders hereby agrees to lend to the Borrower, and the Borrower agrees to avail from the Lenders, the Facility on the terms and conditions contained in this Agreement.
- 2.2 The Borrower undertakes and confirms that the entire amount of the Facility shall be utilized for the Purpose, and for no other purposes, including without limitation to (i) speculative investment in real estate; (ii) investment in securities, debentures or the stock markets; (iii) money lending activities; (iv) illegal and antisocial activities and (v) any purposes not permitted by Applicable Law or any purposes for which NBFCs are not allowed to provide financial assistance.
- 2.3 The Borrower shall drawdown the Facility on or before the expiry of the Availability Period. Any amounts not drawn until the expiry of the Availability Period of the Sanction Letter shall stand cancelled, without any prior notice to the Borrower, for any reason whatsoever.
- 2.4 If so, requested by the Lenders, the Borrower will provide the Lenders such certifications and confirmations (including from any chartered accountant), certifying end use of the Facility.

- 3.1 The Borrower will pay the Lenders and the Facilitator, if any, such fees, costs, expenses and charges (including any prepayment fees, processing charges, taxes, PI bounce charges, insurance charges and any Default Interest) as set out in Schedule I.
- 3.2 Unless otherwise waived by the Lenders, the Borrower will bear all stamp duty and other charges and expenses (including legal expenses) as may be payable in connection with preparation, perfection and execution of this Agreement, the Financing Documents and the availing of the Facility. The Borrower will promptly, on demand, reimburse the Lenders and Facilitator, if any, (as the case may be) for any costs and expenses (if any) incurred by the Lenders and the Facilitator, if any, in relation to the preparation, perfection and execution of this Agreement and the availing of the Facility.
- 3.3 The Borrower will indemnify and keep the Lenders and the Facilitator, if any, indemnified at all times against any and all loss, costs, charges, expenses and liabilities with respect to the preparation, perfection and execution of this Agreement, the enforcement or preservation of any rights of the Lenders under any Facility Document and the availing of the Facility.

Lenders shall, subject to the terms contained in this Agreement, disburse the Facility for such amounts requested by the Borrower. The aggregate of all the Loans disbursed by the Lenders to the Borrower cannot exceed the Facility.

4.6 The Borrower hereby accepts that, there may be a time lag between disbursement of a Loan and the payment being received by the Borrower. The Borrower further agrees and undertakes that interest shall accrue on the disbursed Loan from the date of disbursement irrespective of receipt or utilization by the Borrower, including for the period of time lag for such monies to be received in account of the Borrower and will not claim for any type of refund for such amounts.

5.3 If the Borrower (a) fails to comply with any term of the Financing Documents, or (b) makes a delay in payment of principal, interest, and other costs, fees and charges in relation to the Facility, then without prejudice to any rights of the Lenders under this Agreement or any other Financing Document, the Borrower shall pay the Lenders Default Interest on the Loans, period thereof shall commence from the date of occurrence of the Event of Default until the date the aforementioned default is cured to the satisfaction of the Lenders. The Borrower expressly agrees that the rate of Default Interest is a fair estimate of the loss likely to be suffered by the Lenders by reason of such default on the part of the Borrower. The payment of Default Interest shall not absolve the Borrower of the other obligations including to make timely payments. The Borrower agrees to pay to the Lenders the Default Interest over and above the applicable

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5.4 All statutory dues applicable in respect of the Facility (including any direct and indirect taxes) will be payable by the Borrower.

6.1 The Borrower shall pay/repay the Lenders the Repayment Installments on the Repayment Dates and all dues in respect of the Facility shall be paid by the Final Repayment Date in accordance with Repayment Schedule through any PI. The Borrower hereby understands and confirms that the PI issued by the Borrower in respect of the Facility may also be used by the Lenders for any other facilities availed by the Borrower from the Lenders and all the provisions hereof shall apply thereto. The Lenders 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, without demur or delay.

6.3 The Borrower agrees to provide the Lenders PIs, as the Lenders may require for repayment of any Outstanding Amounts. The Borrower hereby agrees, acknowledges and confirms that the Borrower has agreed to issue the PIs voluntarily in discharge of debt owed/which owed by it to the Lenders and not as a security. The Borrower authorizes the Lenders to destroy all PIs upon discharge of all obligations under this Agreement and the Financing Documents.

6.5 The Borrower undertakes to honor all payment mandates (including through ECS and NACH) given by the Borrower in respect of any payment to the Lenders. The Borrower will not take any steps, which in any way could affect payment to the Lender including without limitation (a) issuing any stop payment instructions, or (b) change/closure of account from which any payment mandates were issued by the Borrower, or (c) changing the signatories or any authorizations of the account from which any payment mandates were issued by the Borrower.

The Borrower shall not without the prior written approval of the Company (which approval may be given subject to such terms and conditions as may be stipulated by the Lenders including payment of prepayment premium), prepay the outstanding principal amount together with interest due in full or in part before the due dates. The Borrower shall give the

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Lenders at a minimum of 30 days' prior notice of its intention to prepay (i.e. repay ahead of the previously agreed tenor or repayment date) whole or part of the Facilities subject to Borrower's agreeing to bear the Prepayment Charges as provided herein below.

In the event that the Lenders accede to the request for prepayment made by the Borrower then the Borrower shall be liable to pay to the Lenders Prepayment Charges at such rate as may be advised by the Lenders at the time such prepayment request is made for prepayment of the Facilities on the amounts repaid by the Borrower to the Lenders ahead of previously agreed repayment schedule (or tenor or terms or dates of repayment) as contained in the Sanction Letter annexed as Schedule I hereto for the Facility to which such repayment relates or mentioned in the Facility Agreement.

7. REPRESENTATIONS AND WARRANTIES

The Borrower makes the following representation and warranties to the Lenders, which representations and warranties shall be deemed to be repeated on each Due Date until the Final Settlement Date.

- (a) The Borrower is duly organized under the laws of India. The Borrower is competent to contract for the purposes of the laws of India, and has full power and authority to own, lease and operate the assets and properties it now owns, leases and operates and to carry on its Business as now being conducted. Each of the Borrower and the Guarantor(s) (if any) is a citizen of India and a major (in terms of age) and is of sound mind and is competent to contract and enter into and perform his/her obligations contemplated under this Agreement/ other document in respect of the Loan.
- (b) The Borrower has obtained all necessary authorizations and other consents, approvals, and licenses for the availing of the Facility and the entry into and delivery of (and the validity and enforceability of) this Agreement and the Financing Documents, the performance of its obligations thereunder, and all such authorizations, consents, approvals, and licenses are valid and subsisting.
- (c) The availing of the Facility and the entry into and delivery of this Agreement and the Financing Documents, and the performance of its obligations thereunder, does not violate any Applicable Law or the provisions of the constitutional documents of the Borrower or any other agreement or instrument binding on it.
- (d) This Agreement and the Financing Documents constitute valid and binding obligations of the Borrower, enforceable in accordance with their respective terms.
- (e) There is no action, suit, proceeding or investigation pending or to the knowledge of the Borrower threatened by or against the Borrower or the property of the Borrower before any court or governmental authority.
- (f) No Material Adverse Effect has occurred or is subsisting.
- (g) No Event of Default or Potential Event of Default has occurred or is subsisting.
- (h) All information provided to the Lenders is true and accurate as at a date no earlier than the date on which it was provided. The Borrower has not omitted to provide any material information to the Lenders or the Facilitator, if any.
- (i) The financial statements of the Borrower give a true and fair

view of its financial condition and operations as at the end of and for the relevant financial year.

- (j) All direct and indirect taxes for which the Borrower is liable, or for which the Borrower is liable to account, and which have fallen due for payment, have been duly paid.
- (k) No insolvency resolution process or other proceedings under the Insolvency and Bankruptcy Code, 2016 (or any other similar law in force) have been commenced or threatened or admitted against the Borrower. No lender of the Borrower has declared (whether as of the date hereof or at any time previously) the loan(s) availed by the Borrower to be a non-performing asset.
- (l) The Borrower, its promoters/directors or Guarantors do not figure in any list of willful defaulters circulated by RBI/Transunion CIBIL Limited or the Lenders' defaulters list or the defaulter list of any bank or financial institution or any other Government Authority. Further, the Borrower shall not induct a person in the capacity of director / promoter who is a director / partner / member / trustee of a company / firm / association of persons / trust as the case may be, which has been identified as willful defaulter. In the event such a person is found to be a director identified as willful defaulter, the Borrower shall take expeditious and effective steps for removal of such person.
- (m) There are no restrictions on the Borrower under its constitutional documents (if any) or Applicable Law or any other agreement or instrument binding on it, to create a security interest in favor of the Lenders over the right, title and interest of the Borrower in the assets offered as security to the Lenders in accordance with the terms of this Agreement. Further, there are no restrictions on the Guarantors under its constitutional documents (if any) or Applicable Law or any other agreement or instrument binding on it, to furnish the guarantee in favour of the Lenders as stipulated herein.
- (n) There are no outstanding encumbrances or security interest or liens or claims, or any pending litigation proceedings, by any person in respect of the Borrower's assets (including without limitation, the Designated Account).
- (o) Except as otherwise disclosed to the Lenders, the Receivables have not been discounted with any bank or financial institution or government authority or any other person.
- (p) The Borrower further agrees to obtain solvent guarantors to the satisfaction of the Lenders as may be required by the Lenders, to guarantee the due repayment by the Borrower of the Facility and / or the balance outstanding from time to time thereon and further agrees to procure the execution by the said guarantors of guarantee deeds in favor of the Lenders and to secure the guarantee to be undertaken by the guarantors.

8. COVENANTS AND UNDERTAKING

The Borrower undertakes to the Lenders that until the Final Settlement Date, unless otherwise approved by the Lenders:

- (a) the proceeds of the Facility will only be used for the Purpose and for no other purpose;
- (b) the Borrower shall not incur any further indebtedness other than the Facility;
- (c) it shall ensure that no change in control, ownership and management (as may be applicable) of the Borrower shall occur;

For the Lenders	<p><i>I/We confirm we have read, understood and agreed to each and every item as appearing above</i></p> <p>For M/s Sourabh Enterprises Co-borrowers:</p> <p>_____</p> <p>Authorized Signatory</p>
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- (d) it shall ensure that its promoters/directors/partners shall not withdraw the profits and/or any proceeds earned in the business/ capital invested in the business without first meeting the installment to be paid to the Lenders towards payment of Outstanding Amounts in connection with the Loan.
- (e) it shall ensure and procure that no Material Adverse Effect occurs or is allowed to subsist;
- (f) it shall not repay any monies brought in by the partners/shareholders/members/directors of the Borrower or any of their relatives;
- (g) it shall at all times comply with Applicable Law;
- (h) it shall duly execute and deliver all Financing Documents to which it is a party including all schedules, annexures and enclosures hereto and such further documents as may be required by the Lenders from time to time;
- (i) it shall promptly make, or cause to be made, all required filings with any government authority keep in full force and effect all consents, approvals, licenses, and authorizations required in relation to the Business and the performance of its obligations under this Agreement and the Financing Documents;
- (j) it shall perform all of its obligations under the terms of the Financing Documents to which it is a party and maintain in full force and effect each of the Financing Documents to which it is a party;
- (k) the Borrower will pay all direct and indirect taxes it is required to pay under Applicable Law within the time period and at such periodicity and in such manner as is prescribed under Applicable Law;
- (l) it will forthwith, and in case later than 3 (three) days thereafter, inform the Lenders of the occurrence of any Event of Default or any Potential Event of Default;
- (m) the Borrower shall allow the representatives or nominees including but not limited to the (auditors, technical experts and management consultants) of the Lenders to visit and inspect from time to time the Borrower's premises, factories and other property/ assets, books of accounts and all other relevant accounts, documents and records. The Borrower will execute such further documents, forms and papers as the Lenders may, from time to time, require in connection with the Facility;
- (n) it shall provide such information in such form and manner and at such times as the Lenders or the Facilitator, if any, may require;
- (o) it shall promptly give written notice to the Lenders of any material circumstances affecting the ability of the Borrower to repay the Facility in the manner stipulated hereunder or compliance with the obligations under this Agreement including but not limited to any action taken by any creditor, government authority against them
- (p) the Borrower will not undertake, without 30 days prior notice to the Lenders, any (i) change in Business/ employment, (ii) change in its constitution or constitutional documents, (iii) closure of the Business or (iv) change in address;
- (q) provide forthwith, and in no case later than 7 (seven) days of occurrence, fresh PIs in case of change in the Borrower's bank/bank account and fresh repayment instruction should be provided from the aforesaid bank or bank account;

- (r) the Borrower shall maintain adequate funds in the bank account with respect to which the Borrower has issued the PIs, such that the instrument can be processed on the relevant due dates. The Borrower shall not close the bank account with respect to which the PIs as required hereunder have been issued;
- (s) provide additional security if at any time the Lenders is of the opinion that the value of any security/guarantee provided in respect of the Facility, if any, is not adequate or sufficient, within such time as may be prescribed by the Lenders.

9. INDEMNITY

- 9.1 The Borrower agrees and acknowledges that the Lenders shall be entitled to treat any facsimile, telephonic exchange and/or e-mail (whether or not the same has been electronically signed) submission as issued and shall be fully binding on the Borrower. The Borrower hereby requests and authorizes the Lenders to act and rely on any instructions or communications for any purpose which may from time to time be or purport to be given by facsimile, e-mail, telephone, short messaging service or any other form of electronic communication by the Borrower. The Borrower acknowledges that (a) sending information by fax, e-mail, telephone, short messaging service or any other form of electronic communication is not a secure means of sending information; (b) the Borrower is aware of the risks involved in sending instruction/ communication by facsimile, e-mail, telephone, short messaging service or any other form of electronic communication, including the risk that such instructions/communication may be fraudulently or mistakenly written, altered or sent and not be received in whole or in part by the intended recipient; and (c) the Lenders agrees to accept and act on instructions/communication for the Borrower's convenience and benefit only. The Borrower hereby agrees that all such risks shall be fully borne by the Borrower. The Lenders shall not be liable for any losses or damage which the Borrower may suffer as a consequence of the Lenders acting in accordance with or in reliance upon, any fax submission, email, short messaging service or telephone instruction.
- 9.2 The Borrower will indemnify, and will keep indemnified, the Lenders, its affiliates, agents, employees, officers and servants (each an "Indemnified Person") and keep them indemnified against all claims, demands, actions, liabilities, damages, losses (including loss of profit), costs and expenses (legal or otherwise) in relation to providing the Facility and any amounts thereunder arising in connection with the Facility (including, without limitation, any default by the Borrower and the enforcement by the Lenders of any of its rights in relation to the Facility or any Financing Document), any drawing of the Facility or the performance by the Lenders of its duties under the Facility.
- 9.3 The Borrower undertakes to the Lenders that if any Financing Document is received in a State other than the State in which it is executed, then the Borrower will pay the differential stamp duty on such Facility Document within 10 Business Days of receipt of such Financing Document, at the prevailing rates of stamp duty under Applicable Law.
- 9.4 If the Borrower fails to do the above, then the Borrower undertakes to indemnify the Lenders and each other Indemnified Person against payments made by the Lenders as the case may be (including, without limitation, payment of any such stamp duty) and against any and all losses, liabilities,

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damages, costs and expenses (including, without limitation, fees and expenses of counsel, costs incurred by any Indemnified Person for any action taken under this Clause 9.4 on a full indemnity basis) which any Indemnified Person may suffer and/or incur.

10. DISCLOSURE

10.1 The Borrower hereby authorises the Lenders at the risk and cost of the Borrower to engage one or more person(s) to verify any fact or information furnished by, concerning and pertaining to the Borrower and/or to collect the Borrower outstanding and/or to enforce any security and may furnish to such person/s such documents, information, facts and figures as the Lenders deems fit. The Borrower further authorises the Lenders to collect data from credit information companies etc. and may use the data so collected for the purpose of communication with the Borrower. The Borrower expressly recognizes and accepts that the Lenders shall without prejudice to its rights to perform such activities itself or through its officers or employees be entitled and has full power and authority so to do to appoint one or more third parties as the Lenders may select and to delegate to such third party all or any of its functions rights and powers under this Agreement relating to the administration of the Facility including the rights and authority to collect and receive on behalf of the Lenders from the Borrower or its counterparties, as the case may be, all dues by the Borrower under this Agreement and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices contacting the Borrower, receiving cash/PIs /drafts/mandates from the Borrower and giving valid receipts and discharge to the Borrower.

10.2 The Borrower consents to the Lenders and any of its officers disclosing information relating to it, any Financing Document or any transactions under or related to any Financing Document as it may consider appropriate to: (a) its head office, branches, subsidiaries, associated or affiliated entities; (b) any person (including without limitation any government authority) to which information is required to be disclosed by any Applicable Law, any direction, request or requirement of any government authority; (c) its auditors or any professional advisors; (d) any agents, referral parties, third party service providers and all such persons as the Lenders may deem necessary for the purposes of granting or facilitating the providing of the Facility to the Borrower(e) any person with which the Lenders may enter into any transfer, assignment, participation or other agreement in connection with the Facility; (f) other banks, subject to Applicable Law, if the Borrower has availed any facility from such bank; and (g) the Credit Information Bureau (India) Limited ("CIBIL"), Experian Credit Information Company of India Private Limited ("Experian"), Equifax credit Information Services Private Limited ("Equifax"), CRIF High Mark Credit Information Services Private Limited ("High Mark"), Central KYC (CKYC), Information Utility (IU), as maybe applicable and/or any other agency authorized in this behalf by RBI or any other authority. The Borrower hereby agrees and gives its consent to the disclosure by the Lenders of all or any such: (i) information and data relating to the Borrower; (ii) the information or data relating to the Borrower's obligations under any facility granted/to be granted by the Lenders and any security provided by it to the Lenders; (iii) default, if any, committed by the Borrower; and (iv) as the Lenders

may deem appropriate and necessary, to disclose and furnish to the CIBIL and/ or any other agency authorized in this behalf by RBI or any other authority. In this regard, CIBIL and / or any other agency so authorised may use and process such information in any manner, subject to Applicable Law, it may deem fit. If the Borrower defaults in its obligations under any Financing Document, then the Lenders and/or the RBI will have an unqualified right to disclose or publish the details of such default and the name of the Borrower (including its directors) as the case may be, as defaulters, in such manner and through such medium as the Lenders or the RBI, subject to Applicable Law, thinks fit.

10.3 The Borrower undertakes and acknowledges that, for the purpose of assessing their credit worthiness, the Lender 1 is authorized to pull from CIBIL and/or any other agency authorized by RBI, data of the applicant(s), directors, group companies, and any other individuals who are involved in the said business, on behalf of which this loan application is made. CIBIL and any other agency so authorized may use, process the said information and data disclosed by the Lender 1 in the manner as deemed fit by them. CIBIL, and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf. For the purpose of verification of the personal data, Lender 1 is authorized to pull data from Central KYC Records Registry, 'Know Your Customer' data of the applicant(s), directors, group companies, and any other individuals who are involved in the said business, on behalf of which this loan application is made. For the purpose of assessing our credit worthiness, Lender 1 is authorized to fetch Goods and Service Tax returns/data, of the applicant(s), group companies, on behalf of which this loan application is made.

10.4 I/We give my/our consent to the Lender(s) to download my KYC records from the Central KYC Records Registry (CKYCR). I/We certify and assure that the KYC information provided by me/us for availing the Facility are the same as available on the CKYCR and in the event of any mismatch, the Lender(s) shall have the right to reject/cancel the Facility at any time.

The Borrower hereby understands and provide an explicit consent to the Lender 1 to share the Customer Data with any co-lending partner of the Lender 1 for the following purposes: (1) Collection, storage, preservation, analysis, publishing and dissemination, at any time, of all the Customer Data, as the case may be; (2) Verification or authentication of Customer Data, making related enquiries on the basis of the Customer Data for the purpose of assessing eligibility for loan and/or value added services opted/ availed by the Borrower through Lender 1 and any co-lender; and (3) for complying with the laws applicable from time to time.

11. ACKNOWLEDGEMENT BY THE BORROWER AND THE LENDERS

11.1 Notwithstanding anything contained in this Agreement or the other Financing Documents, it is acknowledged by the Borrower and the Lenders that, subject to Applicable Law, the Facilitator (if any) shall not have any obligations towards the Lenders or the Borrower under the Financing Documents and the Lenders and Borrower shall be solely responsible for

For the Lenders	<p><i>I/We confirm we have read, understood and agreed to each and every item as appearing above</i></p> <p>For M/s Sourabh Enterprises Co-borrowers:</p> <p>_____</p> <p>Authorized Signatory</p>
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all information, undertaking and obligations contained thereunder.

- (a) The Borrower is aware and confirms that Lenders shall at any time and from time to time be entitled to change the applicable Interest Rate, and such revised interest rate shall be deemed to be the applicable Interest Rate on and from the date of such revision and shall always be construed as agreed to be paid by the Borrower and hereby secured. The Borrower shall be deemed to have notice of change in the applicable Interest Rate whenever there is a change as notified by the Lenders on its website and/or by communicating the same to the Borrower, respectively, by way of any of the communication modes set out in Schedule I.
- (b) that they have fully read all the terms and conditions, privacy policy, and other material/information available at the website of the Lenders, presently being www.FlexiLoans.com ("**Website**") in relation to the availing/facilitation of the Facility or as provided in this Agreement and fully agree to abide by the same;
- (c) the Facilitator (if any) is acting only as a facilitator between the Borrower and the Lenders and is not a Lenders and not in any way engaged or responsible for any act or omission to act of the Borrower and the Lenders under this Agreement or otherwise;
- (d) the Facilitator (if any) shall not be responsible, in any manner whatsoever, for the repayment of the Facility by the Borrower; and
- (e) the Facilitator (if any) shall not, in any case, be party to any dispute between the Lenders and the Borrower in relation to this Agreement or otherwise and shall not be responsible for any loss and /or damages suffered by them in any manner whatsoever.

11.2 The Borrower agrees and acknowledges that each Co-borrower, if any, as specified in Schedule I, each Guarantor/Co-borrower (if any) shall be jointly and severally liable for the repayment of the Facility in accordance to the terms and conditions in this Agreement and the Financing Documents. Each provision in the Agreement shall apply jointly and severally to each Borrower.

11.3 The Borrower agrees and acknowledges that any statement of account furnished by the Lenders regarding the Facility and amounts due thereunder shall be accepted by and be binding on the Borrower and shall be conclusive proof of the correctness of the amount mentioned therein.

11.4 The Borrower agrees and acknowledges that the Lenders shall have a right to accept all amounts due under the Facility from the counterparties of the Borrower including from the counterparties to whom notice has been provided in relation thereto and appropriate amounts due from the Receivables. Except as required under applicable law, the Lenders shall not be liable for any verification or information compliances in relation to acceptance of Receivables including for any anti money laundering purposes.

11.5 The Borrower(s) expressly recognizes and accepts that Lender 1 is co-lender and shall perform activities as mutually decided in co-lending framework agreement, as the case may be under the co lending framework agreement executed between the lenders and shall also be entitled at its discretion to engage/ avail of, at the risk and cost of

the Borrower(s), services of any person/third party service provider/agent/agency, for anything required to be done for/ in relation to/ pursuant to the Loan, including disbursement, collections, recovery of dues, enforcement of security, getting or verifying any information of the Borrower(s)/ assets, and any necessary or incidental lawful acts/ deeds/ matters and things connected thereto, as VCL may deem fit. For the purposes as aforesaid, Lender 2 shall be entitled to disclose to such persons/third parties all necessary and relevant information pertaining to the Borrower(s), the Loan and such other details and the Borrower(s) hereby expressly consents to such disclosure. The Borrower hereby acknowledges that, any act required to be undertaken hereunder in favor of Lender 1 shall be for the benefit of both the Lenders.

11.6 The Borrower is aware and confirms that the Lenders have executed a co-lending framework agreement. The Borrowers further acknowledges that the Facility is being sanctioned by two Lenders and distribution of Principal and interest will be as: 90% of the Sanctioned amount shall be disbursed by Lender 2; whereas the remaining amount shall be disbursed by Lender 1. The allocation of interest, charges etc. from the Borrower shall be as per the Co-Lending framework agreement amongst the Lenders.

12. APPLICATION OF MONEYS

Any amount paid or recovered pursuant to any Financing Document shall be applied in the following order unless any of them is waived off: towards any costs and expenses due from the Borrower, towards any Default Interest, towards any interest, and towards principal amounts of the Facility.

13. CONSEQUENCES OF EVENT OF DEFAULT

On occurrence of an Event of Default, the Lenders may, in addition to all rights available to it under Applicable Law, enforce, including but not limited to, one or more of the following remedies against the Borrower:

- (a) enforce any security provided by the Borrower;
- (b) accelerate the repayment of the Facility;
- (c) freeze and stop all outflows from the Designated Account;
- (d) recover Bounce Charges, Default Interest and any other penal charges from the Borrower;
- (e) cancel the Loan and declare (in writing) all sums outstanding under the Loan (including the principal, interest, charges, and expenses) to be due and payable forthwith. In such case, the entire sums and charges of whatsoever nature shall become immediately due and payable;
- (f) sue for creditors' process; and
- (g) publish the name of the Borrower, as defaulter in such form, manner and through such medium as the Lenders in their sole discretion may think fit and also inform other lenders about such default by Borrower, Guarantor(s) and/or Security Provider(s) and make disclosure of details pertaining to the Borrower and/or any of the Security Providers to RBI/ Transunion CIBIL Limited ("**CIBIL**") or such other authorities or credit information companies authorised in this regard. In addition to the above, the Lenders shall be entitled to adopt criminal and/ or civil proceedings against the Borrower/ Guarantor/s, including but not limited to for dishonor of PI under Section 138 of the Negotiable Instruments Act, 1881 and under 25 (1) of Payment and Settlement act, 2007 (as applicable). Nothing herein con-

For the Lenders	<i>I/We confirm we have read, understood and agreed to each and every item as appearing above</i>
	For M/s Sourabh Enterprises Co-borrowers:
	 Authorized Signatory

tained shall prejudice any other security, present or future or any right or remedy available to the Lenders against the Borrower, their partners, guarantors or other persons liable to pay or contribute towards the recovery of the moneys due by the Borrower to the Lenders hereunder.

14. ASSIGNMENT AND TRANSFER

- 14.1 The Lenders shall have a right to sell or transfer (by way of assignment, novation, securitization or otherwise) whole or part of the Loan and outstanding amounts under the Facility or any other rights under this Agreement or any other document pursuant hereto to any person in a manner or under such terms and conditions as the Lenders may decide in its sole discretion without prior consent of the Borrower.
- 14.2 The Borrower expressly agrees, in the event of sale or transfer/novation as aforesaid, to accept such person to which the Facility is assigned or transferred as their new Lenders and make the repayment of the Facility to such person as may be directed by the Lenders.
- 14.3 The Borrower shall not transfer or assign his/her rights under this Agreement.

15. WAIVER

- 15.1 The Lenders may, from time to time, or at any time waive, on such terms and conditions as to them shall seem expedient, any breach by the Borrower of any of the covenants and provisions contained in this Agreement without prejudice to the rights of the Lenders in respect of any subsequent breach thereof.
- 15.2 No delay or omission by the Lenders in exercising any of its rights, powers or remedies as the Lenders of the Loan under this Agreement and other documents pursuant hereto shall impair the right, power or remedy of the Lenders nor shall it be construed to be a waiver of any such breach or default or an acquiescence therein or of any similar breach or default thereafter occurring nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default therefore or thereafter occurring.

16. GOVERNING LAW

- 16.1 The Agreement is governed by and construed in accordance with the laws of India.
- 16.2 In the event of any dispute or difference between the Parties, then such dispute shall be referred to and resolved by arbitration in accordance with this Clause 17.
- 16.3 The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time). The seat, or legal place of arbitration shall be in Mumbai or Chennai, as agreed amongst the Lenders. The arbitral tribunal shall consist of 1(one) arbitrator to be appointed jointly by the Lenders.
- 16.4 The language used in the arbitral proceedings shall be English. The decision of the arbitral tribunal shall be final and binding on all the Parties.

17. MISCELLANEOUS

- 17.1 Entire Agreement: This Agreement and the other Financing Documents contains the entire agreement between the Par-

ties and supersede all prior discussions between the Parties.

- 17.2 Precedence: The provisions of Part A and Part B of this Agreement are to be read together and harmoniously, provided that, in case of any repugnancy, inconsistency or conflict between the terms in Part A and Part B, the provisions contained in Part B shall prevail.

- 17.3 Illegality: If, at any time, any provision of any Financing Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired.

- 17.4 Amendment: No provision of any Financing Document may be amended except as provided in the Financing Documents and otherwise by agreement between the Parties.

- 17.5 Notice and Communications:

- (a) Any notice, approvals, instructions, demand and other communications given or made by the Lenders shall be deemed to be duly given and served if sent by courier, normal post, registered post, facsimile, electronic mail, website acceptance, online acceptance, personal delivery or short messaging service to the Borrower's address, fax number, phone/mobile number or e-mail as set out in the Sanction Letter (as may be updated or changes with notice to Lenders and on which the Lenders' acknowledgement is duly obtained as hereinafter mentioned). The Borrower undertakes to keep the Lenders informed at all times of any change in the mailing address, email address, fax number, phone and mobile number(s) as provided in the Loan Application Form and to obtain Lenders' written acknowledgement on the intimation given to Lenders for any such change.

- (b) The Borrower hereby agrees and confirms that any notice, approvals, instructions, demand and other communications to be given by Lender 2 may be given by Lender 1 for and on behalf of Lender 2 in accordance with the terms of the co-lending framework agreement executed amongst the Lenders and the Financing Documents and such communications shall be deemed to have been given by Lender 2.

- (bA) All notices and communications sent by fax, e-mail, mobile application, short messaging service, mobile application will be deemed to be delivered and effective when receipt of delivery is confirmed, if personally delivered, when delivered; if sent by courier 2 business days after deposit with an overnight courier; and if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.

- (c) Without prejudice to all other rights of the Lenders, on the occurrence of an Event of Default, the Lenders, its authorized representatives, agents, and third parties as appointed by the Lenders are authorized to use the contact details provided by the Borrower to get in touch with the Borrower (including the authorized signatory(ies) or representative(s), Guarantor/Co-borrower(s) (if any) and third parties including the family members of the Borrower) whose information the Borrower has provided to the Lenders.

For the Lenders	<p><i>I/We confirm we have read, understood and agreed to each and every item as appearing above</i></p> <p>For M/s Sourabh Enterprises Co-borrowers:</p> <p>_____</p> <p>Authorized Signatory</p>
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(d) The Borrower hereby confirms, acknowledges and agrees that the online acceptance of this Agreement, the Financing Documents and the Loan Application Form on the internet/world wide web/ website results in a binding contract between the Parties hereto and the Borrower is aware that transmission of this Agreement, terms and conditions, instructions, acceptances and communications ("**Communications**") through electronic means such as email, facsimile, short messaging service, websites, online acceptance, etc. ("**Electronic Media**") involves a number of risks including fraudulent alterations and incorrect transmissions and absence of confidentiality. However, the Borrower is desirous of receiving Communications in any or all of the aforesaid forms including Electronic Media and providing Communications in the aforesaid form for various matters under this Agreement including in relation to the Facility and the operation thereof.

(e) The Borrower hereby irrevocably, confirms and undertakes with the Lenders that: (i) the Lenders shall be entitled (without being bound to do so) to rely upon the Communications provided through any Electronic Media or otherwise (and believe the same to be genuine), for their any requirements. In case of any question as to what were the Communications provided or received, the records of the Lenders shall be treated as final, conclusive and binding; (ii) the Lenders shall not be responsible for conducting any verification whatsoever in regard to any Communications received by it; (iii) the Borrower confirms that the Lenders shall not be bound to act in accordance with whole or any part of any Communications as it may appear in the Electronic Media so conveyed and the same shall be at the sole risk of the Borrower; (iv) the Lenders shall not be liable for the consequences of any act or any refusal or omission to act or deferment of action by the Lenders on basis of the Communications through the Electronic Media; (v) the Lenders shall not be required to await receipt of the Communications in writing before taking any action in connection with the Communications provided through any Electronic Media and the non-delivery and non-conformity of such Communications in writing shall not in any manner prejudice the Lenders' rights under this Agreement or otherwise; (vii) the Borrower is aware and confirms that Lenders is agreeing to act on any Communications provided through Electronic Media only by reason of, and relying upon the undertaking and indemnities contained in this Clause and this Agreement.

17.6 Transfer: The Borrower may request the Lenders in writing to transfer its account. Upon receipt of such request, the Lenders shall provide its consent or rejection within 21 days from the date of receipt of request. If consent has been granted by the Lenders, such transfer shall, subject to Applicable Law, be completed within 30 days of consent being granted.

17.7 Data Protection: The Borrower agrees and acknowledges that the Lenders shall, subject to applicable law, not be responsible or liable to the Borrower or any other person for any misuse of data, information or details pertaining to the Facility or the Borrower, if it has taken the required steps under applicable law for the protection of data and privacy, and any leak, breach or misuse

occurs thereof due to any conditions/causes outside the control of the Lenders including any malware, virus, security breaches, unauthorized access occurring in spite of adequate data protection under taken by the Lenders under Applicable Law.

17.8 Counterparts: This Agreement may be executed in any number of counterparts, which has the same effect as if the signatures on the counterparts were on a single copy of the Agreement.

17.9 Rights of Borrower:

The borrower, in case of any grievance or queries in regard to the facility or against either of the Lenders, may contact the concerned authorities as mentioned in the:

Lender 1:

The Fair Practices Code of Lender 1 is placed at (<https://flexiloans.com/fair-practices-code/>)

Grievance Redressal Mechanism

(<https://flexiloans.com/grievance-redressal-mechanism/>) on the Lender's website. The details of the Designated Grievance Redressal Officer of Epimoney Private Limited are as follows (or as updated from time to time on the website as aforesaid):

- Name of the Grievance Redressal Officer/ Principal Officer: Mr. Manish Lunia
- Address: 7th Floor, South Annexe, Tower 2, One World Centre, 841, Senapati Bapat Marg, Elphinstone, Saidham Nagar, Lower Parel, Mumbai - 400013
- Contact Details: nodal.grievance@epimoney.com

Lender 2:

The Fair Practices Code of Lender 2 is placed at <https://www.vivriticapital.com/policies.html>. The details of the Designated Grievance Redressal Officer and the procedure for redressal of grievances for Lender 2 have been placed on the website

https://www.vivriticapital.com/Grievance_Redressal_Mechanism.pdf. The details of the Designated Grievance Redressal Officer of VCL are as follows (or as updated from time to time on the website as aforesaid):

- Name of the Grievance Redressal Officer/ Principal Officer (L1): Ajitkumar Menon
- Address: Prestige Zackria Metropolitan, No-200/1-8, 2nd Floor, Block 1, Anna Salai, Chennai-600002
- Contact Details (Telephone/Email): 044-40074801 / grievanceredressal@vivriticapital.com

18. AADHAAR CONSENT

Borrower acknowledges and declares the following:

- I/We hereby submit voluntarily at My/Our own discretion, the physical copy of Aadhaar card/physical e-Aadhaar / e-Aadhaar/ masked Aadhaar / offline electronic Aadhaar xml as issued by UIDAI (Aadhaar), to the Lender for the pur-

For the Lenders	<p><i>I/We confirm we have read, understood and agreed to each and every item as appearing above</i></p> <p>For M/s Sourabh Enterprises Co-borrowers:</p> <p>_____</p> <p>Authorized Signatory</p>
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pose of: (a) Using my/our Aadhaar details for authenticating my/our identity with UIDAI's Aadhaar based authentication system and obtaining demographic details (including photograph) from UIDAI; (b) Use of my/our registered mobile number to receive SMS alerts from the Lender regarding Aadhaar; and (c) Sharing my Aadhaar details with UIDAI, concerned regulatory and / or statutory authorities as may be required under applicable law(s).

- (b) I/We am/are aware, that submission of Aadhaar is not mandatory. I/We voluntarily give my consent in connection with me availing the Facility from the Lender and processing instructions for the said purpose and hereby give consent to the Lender for verification of my Aadhaar to establish its genuineness through such acceptable manner stipulated by UIDAI or in terms of any applicable law for the same.
- (c) I/We authorize and give my consent to the Lender (and its service providers), for following informed purposes: (i) KYC and periodic KYC process as per the PML Act, 2002 and rules thereunder and RBI guidelines, or for establishing my identity, carrying out my identification, offline verification or e-KYC or Yes/No authentication, demographic or other authentication/verification/identification as may be permitted as per applicable law, for all accounts, facilities, services and relationships of/through the Bank/HSL, existing and fu-

ture; (ii) collecting, sharing, storing, preserving Information, maintaining records and using the Information and authentication/ verification/ identification records for the informed purposes above, as well as for regulatory and legal reporting and filings and/or where required under applicable law; (iii) producing records and logs of the consent, Information or of authentication, identification, verification etc. for evidentiary purposes including before a court of law, any authority or in arbitration.

- (d) Lender has informed me that my Aadhaar submitted to the Lender herewith shall not be used for any purpose other than mentioned above, or as per requirements of law.
- (e) I/We hereby understand that My/our request for updation of Aadhaar details will not be processed, if (a) Aadhaar details provided by me/us are incorrect; (b) authentication with UIDAI fails due to mismatch of my/our details with UIDAI; (c) there is technical failure while authenticating Aadhaar details with UIDAI.
- (f) The consent and purpose of collecting Aadhaar has been explained to me in English/ Hindi language.
- (g) I/We understand that the Aadhaar number and core biometrics will not be stored/ shared except as per law and for CIDR submission.

Confirmed by

the within named **Borrower(s)**
by the hand of its authorised signatory)
who has subscribed his signature hereto

For the Lenders	<i>I/We confirm we have read, understood and agreed to each and every item as appearing above</i> For M/s Sourabh Enterprises Co-borrowers: _____ Authorized Signatory
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PART B
SCHEDULE I
SANCTION LETTER

	Place: Mumbai	Date: 26th Jul 2024
Loan Account Number	000128344	
Borrower (s)	Sourabh Enterprises, a Proprietorship firm with proprietor as authorized representative being Akshay Maryappa Vyavahare with PAN number AXXPV6967D having its office address at 6379 Dell Park V R C E Maharashtra 440010	
Co-Borrower (s)	NA	
Guarantor (s)	NA	
Lenders details	<p>Lender 1 - Epimoney Private Limited, a company incorporated under the Companies Act, 1956 with its registered office located at No. 119, 2nd Floor, Greenways Towers, St. Mary's Road, Abhiramapuram, Chennai - 600018 and its corporate office located at 7th Floor, South Annexe, Tower 2, One World Centre, 841, Senapati Bapat Marg, Elphinstone, Saidham Nagar, Lower Parel, Mumbai - 400013 and licensed as a non-deposit taking non – systematically important non-banking financial company registered under the Reserve Bank of India.</p> <p>Lender 2 - VIVRITI CAPITAL LIMITED, a company incorporated under the Companies Act, 2013 and a non-deposit taking non – systematically important non-banking financial company having its registered office at Prestige Zackria Metropolitan, No- 200/1-8, 2nd Floor, Block 1, Anna Salai, Chennai-600002 (references to Lender 2 so far as the context admits be deemed to mean and include its divisions, subsidiaries, affiliates and their successors and assigns).</p>	
Purpose	Working Capital	
Facility	INR 3,00,000 loan up to Sanctioned Amount	
Sanctioned Amount	<p>INR 3,00,000</p> <p>(Three Lakh Rupees Only)</p> <p>By below lenders</p> <p>Amount sanctioned by Lender 1: INR 30,000</p> <p>Amount sanctioned by Lender 2: INR 2,70,000</p>	
Availability Period	30 days from the date of date of this Agreement.	
Tenure of Facility	24 Months	
Interest Rate per annum (% p.a.)	24% per annum Reducing Rate.	
Interest Type	Fixed	

For the Lenders	<p><i>I/We confirm we have read, understood and agreed to each and every item as appearing above</i></p> <p>For M/s Sourabh Enterprises Co-borrowers:</p> <p>_____</p> <p>Authorized Signatory</p>
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Effective Annualized Rate of Interest(% p.a.) (reducing basis)	24%
Annualized Percentage ("APR") **	24%
Indicative Final Repayment Date ***	The date on which all amounts due to the Lenders from the Borrower shall be paid/repaid, being a. If the disbursement is undertaken on or prior to August 1st, 2024 then August 1st, 2026 b. If the disbursement is undertaken on or prior to September 1st, 2024 then September 1st, 2026
Fresh/Renewal/Top-up	Fresh
Repayment Schedule	Repayment by 24 Months installments of INR 15,861 on 1st day of every month until Final Repayment Date computed basis Effective Annualized Rate of Interest 24 (% p.a.) (reducing basis) , through NACH debit instructions / any other mode of payment.(Annexed is the Tentative Repayment Schedule)
Number of Installments	Repayment by 24 Months
Security details, if applicable	Installment cheques for equal installments of INR 15,861 , one full value cheque of not exceeding value equal to Loan amount of INR 3,00,000 and NACH mandate form The Borrower shall execute and deliver to the Lenders, the demand promissory note and letter of continuity in a form and manner acceptable to the Lenders and the Lenders shall be entitled to enforce the same, at its discretion, in case of occurrence of any Event of Default by the Borrower. The Borrower shall also forthwith execute and deliver to the Lenders from time to time (as may be requested by the Lenders) such documents (in a format acceptable to the Lenders) to ensure that the demand promissory note remains valid and subsisting until the full and final discharge of all obligations of the Borrower hereunder if applicable.
Indicative Installment Start date	a. If the disbursement is undertaken on or prior to August 1st, 2024 then September 1st, 2024 b. If the disbursement is undertaken on or prior to September 1st, 2024 then October 1st, 2024
Pre-Installment Interest	Pre-Installment Interest will be computed from date of disbursement to one month prior to the Installment start date (For the purpose of illustration –the loan is disbursed on 15th of October, and the Installment start date is 1st December. Pre-Installment interest in this case would be computed from 15th October till 31st of October.)
Charge Schedule	
Cooling off/look-up period****	3 Days from date of execution of this Facility Agreement.
Processing Fees	3.54% on the Sanctioned Amount of Rs.3,00,000 (Including Applicable Taxes)
Stamp Duty Fees	0.100% of Sanctioned Amount
Documentation Charges	INR 11,800 (Including Applicable Taxes)

For the Lenders	<p><i>I/We confirm we have read, understood and agreed to each and every item as appearing above</i></p> <p>For M/s Sourabh Enterprises Co-borrowers:</p> <p>_____</p> <p>Authorized Signatory</p>
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Insurance Premium (ICICI Lombard GIC, hereinafter “Insurer”)*****	INR 0 (Including Applicable Taxes)
Credit Health Report Charges	NA
Premium for Health and Wellness package	NA
PI Bounce Charges (INR / Per bounce)	INR 750/- (plus applicable taxes)
Default Interest Rate (%)	48% per annum (p.a.)
Prepayment Charges	5% of the Principal Loan Outstanding Amount.
Late Payment Charges	INR 1000/- (plus applicable taxes)
<u>Documents to be Provided under the facility availed</u>	<ol style="list-style-type: none"> 1. Partnership Authority Letter, if applicable 2. Personal Guarantee, if applicable 3. Letter of Authorization, if applicable 4. Payment Instruments (PI) 5. Board resolution, if applicable
General Terms and Conditions	NA
Additional Terms and Conditions	Pre-Installment Interest will be computed from date of disbursement to one month prior to the Installment start date.

For the Lenders	<p><i>I/We confirm we have read, understood and agreed to each and every item as appearing above</i></p> <p>For M/s Sourabh Enterprises Co-borrowers:</p> <p>_____</p> <p>Authorized Signatory</p>
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Address for Notices	<p><i>If to the Borrower:</i></p> <p>Name: Sourabh Enterprises Address: 6379 Dell Park V R C E Maharashtra 440010 E-mail / contact no: manoj5@paytm.com / 7504554778 ATTN: Akshay Maryappa Vyavahare</p> <p><i>If to the Lender:</i></p> <p>Epimoney Private Limited, 7th Floor, South Annexe, Tower 2, One World Centre, 841, Senapati Bapat Marg, Elphinstone, Saidham Nagar, Lower Parel, Mumbai - 400013 ATTN: Mr. Manish Lunia</p> <p><i>If to the Lender:</i></p> <p>Address: VIVRITI CAPITAL LIMITED Prestige Zackria Metropolitan, No- 200/1-8, 2nd Floor, Block 1, Anna Salai, Chennai-600002 Attention: Mr Ajitkumar Menon</p>
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For the Lenders	<p><i>I/We confirm we have read, understood and agreed to each and every item as appearing above</i></p> <p>For M/s Sourabh Enterprises Co-borrowers:</p> <p>_____</p> <p>Authorized Signatory</p>
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INSURANCE LITERATURE

Borrower confirms and accepts the terms & conditions governing the insurance product / insurance Policy availed by the Borrower and states as below.

● **Declaration for Assignment:** I have availed financial assistance from Epimoney Private Limited and Vivriti Capital Limited (hereinafter referred to as the "**Lenders**") and hereby assign to the Lenders, the claim amount payable in the event of my death / diagnosis / undergoing surgical procedures as covered under the Income Protect and/or Group Safeguard Insurance Policy (as may be applicable), issued by ICICI Lombard General Insurance Company Limited (referred to as "**Company**" or "**Insurer**"), and I further declare that the receipt of such claims shall be sufficient discharge to the Company. The Insurance Policy of the Company is hereinafter referred to as the "**Policy**".

● **Terms & Conditions**

- (i) As a pre-condition to the Policy, the Borrower agrees and acknowledges to submit an Insurance Declaration Form attached along with the Sanction Note.
- (ii) From the Policy start date, the amount payable by the Company to the Insured (the term "**Insured**" refers to the "**Borrower**" as defined under the Facility Agreement) and all rights, title, benefits and interest of the Insured under this Policy stand assigned in favor of the Lenders as stated above.
- (iii) Upon any amount becoming payable under this Policy, the same shall be paid by the Company to the Lenders as stated above, but not exceeding the Principal outstanding as defined under the Policy and the Company will thereafter stand discharged from its obligations under the Policy, towards the Insured. In the event of any amount being payable under the Policy exceeding the Principal outstanding, the Company shall pay such amount as exceeding the Principal outstanding to the Insured.
- (iv) The receipt of such amount in the manner aforesaid by Lenders as stated above, shall completely discharge the Company from all the liability under the Policy and this shall be binding on the Insured and his/her heirs, executors, administrators, successors or legal representatives of the Insured, as the case may be.

For the
Lenders

I/We confirm we have read, understood and agreed to each and every item as appearing above

For M/s Sourabh Enterprises Co-borrowers:

Authorized Signatory

● **Borrower Declaration**

- (i) I hereby declare that the above statements, answers and/or particulars given by me (including under the Insurance Declaration Form) are true and complete in all respects to the best of my knowledge and that I am authorised to propose on behalf of these other persons.
- (ii) I understand that the information provided by me will form the basis of the insurance Policy and is subject to the Board approved underwriting Policy of the Insurer and that the Policy will come into force only after full payment of the premium chargeable.
- (iii) I further declare that I will notify in writing of any change occurring in relation to my occupation or general health or life after the submission of Insurance Declaration Form with the Insurer but before communication of the risk acceptance by the Insurer.
- (iv) I hereby declare that I have given my consent to the Insurer for seeking my medical information from any doctor or hospital who/which at any time has attended to me or from any past or present employer concerning anything which affects my physical or mental health and/or for seeking information from any other insurance company to whom an application for insurance has been made by me for the purpose of underwriting my/our proposal and/or claim settlement.
- (v) I have been provided with the detailed terms of the Policy. I hereby confirm that I have read, understood and I am aware of the detailed terms of the Policy.
- (vi) I declare, confirm and affirm that I have read and understood the terms and conditions of the Policy and confirm to abide by the same. I hereby agree that the insurance coverage/risks under the Policy will commence subject to realization of full premium. I further acknowledge that my application/ submission of the Insurance Declaration Form to the Insurer shall not be construed as acceptance of the proposal by the Insurer. Insurer in its sole discretion reserves the right to accept or reject any proposal without assigning any reasons thereof.
- (vii) I hereby authorize the Insurer to share information pertaining to my proposal including my medical records for the sole purpose of underwriting the proposal and/or claims settlement and with any Governmental and/or Regulatory authority.
- (viii) I declare that the contents of this Policy and the terms and conditions contained hereunder have been fully explained to me and I have fully understood the significance of the proposed contract.
- (ix) I understand that the insurance coverage will commence upon the date of disbursal of the Facility or after the full premium is received by Insurer, whichever is later subject to underwriting approval by Insurer.
- (x) I hereby confirm that I am aware that my enrolment under this Policy is purely voluntary and is not linked to me availing of any other facility from the bank/financial institutions.
- (xi) I hereby confirm that I have insurable interest in the Policy and the premium is not borne by any third-party entity or person.
- (xii) I/We hereby give my/our consent to enroll me/us under Income Protect Policy and Group safeguard Insurance underwritten by Insurer (IRDA Reg No 115).
- (xiii) I/We agree to abide by all terms & conditions applicable to the Policy and I further provide my/our consent to share my personal details, as may be required by the Insurer for the purpose of my enrolment under the Policy to the extent as may be permissible under applicable laws.
- (xiv) If the declaration as made above is shown or discovered to be false at any time, the Policy cover will be terminated, and the Insurer or Lenders shall not be liable for any compensation.
- (xv) The Policy will be voidable at the option of the Insurer if any information furnished by me is untrue or incorrect or in case of any misrepresentation, non-description or non-disclosure of/under any material document /personal statement, declaration and/or connected documents or if any material information is withheld by the Insured.
- (xvi) The liability of the Insurer shall not commence until the proposal for insurance made by the customer has been accepted by the Insurer and premium is duly received by the Insurer after disbursement of the Facility.

For the Lenders	<p><i>I/We confirm we have read, understood and agreed to each and every item as appearing above</i></p> <p>For M/s Sourabh Enterprises Co-borrowers:</p> <p>_____</p> <p>Authorized Signatory</p>
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● **Other Terms & conditions**

- (i) Income Protect shall be applicable only to customers who are in the age group 18-45 years as on the date of disbursement of the facility.
- (ii) Income Protect shall not be applicable to customers who have not confirmed any of the questions mentioned in the Insurance Declaration form.
- (iii) Group Safegaurd and Hospital Daily Cash product shall be applicable to all customers in the age group 18-65 years as on the date of disbursement of the Facility.

● **Cancellation Clause**

In case of pre closure of loan/ cancellation of loan/ renewal of loan, the insurance premium collected from the Borrower shall not be refunded to the Borrower and the policy shall cease to effect from the date of pre closure of loan/cancellation of loan/renewal of loan.

No claims shall be admitted under the policy after the date of pre closure of loan/cancellation of loan/renewal of the loan.

The circular DBR.No.BP.BC.45/21.04.048/2018-19 dated June 7, 2019 on 'Prudential Framework for Resolution of Stressed Assets' requires the lenders to recognize incipient stress in borrower accounts, immediately on default, by classifying them as special mention accounts (SMA). Illustration with respect to SMA/NPA Classification:

- (i) If the Repayment Date with respect to the Facility falls on March 31st, and the relevant outstanding amounts payable on such date is not received in full on such Repayment Date, before the Lender runs the day-end process with respect to classification of their borrower accounts for the Repayment Date, the date of overdue shall be March 31st.
- (ii) In the event of the Facility continues to remain overdue, then the loan account shall be tagged as SMA-1 upon running day-end process on the 30th day from March 31st i.e. upon completion of 30 days of the Facility being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be 30th April.
- (iii) Similarly, if the Facility continues to remain overdue after it being classified as SMA-1, it shall be tagged as SMA-2 upon running day-end process on the 60th day from March 31st i.e. on 30th May.
- (iv) In the event of the Facility continuing to remain overdue further, it shall become classified as NPA upon running day-end process on the 90th day from March 31st i.e. on 29th June.

**** Notwithstanding anything specified above, the Borrower agrees and acknowledges that, the aforementioned dates are indicative in nature and are subject to the respective disbursement dates indicated above. Further, the Borrower expressly agrees and acknowledges that the actual repayment dates will be as specified in the repayment schedule to be finalised and shared with the Borrower by the Lenders upon completion of the loan application process**

For the Lenders	<i>I/We confirm we have read, understood and agreed to each and every item as appearing above</i> For M/s Sourabh Enterprises Co-borrowers: _____ Authorized Signatory
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Credit Health Report (CHR) Declaration (Applicability - wherever CHR has been opted for)

I/We acknowledge and confirm that I/We have opted for the Credit Health Report (CHR) at my/ our discretion. I/We understand that this report is generated by a third-party service provider and that this CHR is only an indication of my/our overall financial health.

I/We further acknowledge, agree, and undertake as follows

1. That the CHR provides a summary and breakdown analysis of My/Our Credit Information Company (CIC) report and is subject to availability of details about my/our borrowings if any with the CIC.
2. That the CHR contains personalized recommendations to improve and maintain credit bureau score.
3. That the Lender/(s) are merely facilitating the provision of CHR and shall not be responsible in any way with regards to the services provided under CHR, for any query or dispute, I/We am required to directly contact the respective CIC.
4. That the Lender/(s) and/ or the third-party service provider is/ are not responsible for the delivery or performance or inaccuracies in the CHR.
5. I/We agree with the below Terms and Conditions:
 - a. That the CHR will be available for download via the link sent to my registered mobile number via SMS and to my registered E-mail id, or through any other means of communication post disbursement of the Facility.
 - b. That the CHR will be generated post verification and filling in the required fields/ required information.
 - c. That any charges deducted towards CHR are non-refundable including in cases where the loan is cancelled.
6. That I/We am/are aware that this loan Facility is optional and is not a pre-condition for the loan application.
7. In the event of discovery of any adverse activity / defaults etc. in relation to my information available with the CIC(s), I/We authorize the third-party service provider to provide this info to Lender(s).

In case of pre closure of loan/ cancellation of loan/ renewal of loan, the charges collected from the Borrower shall not be refunded to the Borrower.

Health & Wellness Package Declaration (Applicability - wherever Health & Wellness Package has been opted for)

- I/We acknowledge and confirm that I/We have opted for the Health & Wellness Package (H&W) at my/our discretion.
- I/We understand that this service is provided by MediBuddy, who are in the business of providing digital health care, consultation and other similar packages.
- I/We further acknowledge and confirm that in case of pre-closure of loan/ cancellation of the Facility/ renewal of the Facility, the charges collected from Me/Us shall not be refundable.
- I/We hereby authorize the Lenders to share my/our details/information (including personal information) as provided by Me/Us, with MediBuddy for enabling my subscription for these products/services.
- I/We further authorize the Lenders to disclose, from time to time, any information relating to My/ Our loan account to MediBuddy as the Lenders may deem fit.
- I/We hereby state that the registered mobile number provided for this Facility is owned/used by me/us and in conjunction with my H&W by MediBuddy, MediBuddy or the healthcare providers under the MediBuddy's network shall be authorized to contact me with whatsoever means through SMS/email/telephone, including via WhatsApp, etc. for sending health package details from time to time, even if the registered contact number is registered with DND/DNC registry.
- I/We hereby acknowledge and agree that the Lenders are merely facilitating the provision of H&W and shall not be responsible in any way with regards to the services provided by MediBuddy. In case of any query or dispute, I/We am/are required to directly contact MediBuddy.
- I/We acknowledge and confirm that to speak with the doctors, book an appointment or in case of customer issues, I/We will reach out to MediBuddy at Email ID: Doctorconsultations@medibuddy.in and Customer service no: 08045686596

For the
Lenders

I/We confirm we have read, understood and agreed to each and every item as appearing above

For M/s Sourabh Enterprises Co-borrowers:

Authorized Signatory

Personal Accident Policy

- I/We understand that MediBuddy is engaged in the business of providing digital health care, consultation and other similar packages.
- I/We understand that wellness membership is the primary product of MediBuddy. MediBuddy is not an insurance company, third party administrator or insurance broker/agent and is not otherwise regulated by Insurance Regulatory and Development Authority of India. The group insurance policy offered by Niva Bupa Health Insurance Company Ltd. is being bundled along with the package as an add-on benefit. MediBuddy offers membership plans with similar benefits without insurance cover as well. I as a prospective member of MediBuddy have chosen the package with insurance cover.
- I/We understand that the insurance policy is provided by Niva Bupa Health Insurance Company Ltd. to me. Any grievance arising out of claims and/or services related to the insurance cover shall be directly pursued with Niva Bupa Health Insurance Company Ltd. MediBuddy/ Lenders shall not be liable for any such claims.
- I/We understand that the commencement of insurance coverage will start from the date set out in the certificate of insurance. Niva Bupa Health Insurance Company Ltd. may reject any application for insurance in its sole discretion or on the basis of its inability to obtain underwriting and MediBuddy /Lenders shall not be liable for the same. It is hereby clarified to me that my purchase of package does not guarantee entitlement to the insurance policy by Niva Bupa Health Insurance Company Limited.
- I/We understand that MediBuddy /Lenders would not be liable for a deficiency in the services of Niva Bupa Health Insurance Company Ltd., in any case whatsoever.
- I/We understand that the insurance coverage would stand automatically terminated on expiry of my package in the enrolment certificate or earlier termination of the package owing to a misrepresentation/fraud/suppression of material facts/non-cooperation by myself and/or any of my family member enrolled for the package.
- I/We understand that the decision of Niva Bupa Health Insurance Company Ltd. regarding adjudication of claims will be final and binding.

For the
Lenders

I/We confirm we have read, understood and agreed to each and every item as appearing above

For M/s Sourabh Enterprises Co-borrowers:

Authorized Signatory

SCHEDULE II

CONDITIONS PRECEDENT

The Borrower shall fulfill the following conditions precedent, to the satisfaction of the Lenders, on or prior to the date of the first disbursement under the Facility:

- (a) Certified true copy of the constitutional documents of the Borrower (if applicable).
- (b) A certified true copy of the approval/resolution (special or otherwise) of the Borrower's board of directors/ partners/ managing body/ shareholders/ board authorizing the availing of the Facility and the execution and delivery of this Agreement and the Financing Documents.
- (c) PIs executed in favour of the Lenders for each repayment installment, for payments as per the Repayment Schedule.
- (d) If required by the Lenders, the Borrower shall have established the Designated Account and executed the necessary documents, including the Escrow Agreement, for its establishment and operation with the Escrow Bank.
- (e) Submission of duly filled Loan Application Form.
- (f) Completion of all applicable "know your customer" requirements prescribed by the RBI.
- (g) Execution and delivery of all relevant Financing Documents in the form and manner satisfactory to the Lenders.
- (h) Submission of all the necessary approvals and permission from, the appropriate authorities including, but not limited to approvals and certificates from corporations.
- (i) Any other document or writing as the Lenders may require in its sole discretion.
- (j) The Borrower shall have submitted duly verified PIs.

I/We confirm we have read, understood and agreed to each and every item as appearing above

For M/s Sourabh Enterprises
Co-borrowers:

Authorized Signatory

SIGNATURE PAGE

SIGNED AND DELIVERED by)
[])
the within named **Borrower(s)**)
by the hand of its authorised signatory)
who has subscribed his signature hereto)

SIGNED AND DELIVERED by)
[])
the within named **Lenders**)
by the hand of its authorised signatory)
who has subscribed his signature hereto)

****This is a part of the document set to be signed by the customer****

26th Jul 2024

Sourabh Enterprises
6379 Dell Park V R C E Maharashtra 440010

Note: This is a tentative repayment schedule and may be modified based on exact date of disbursement.

Ref : Loan Account No : 000128344
Application ID : PNF-TESUC-000-JUL24-00297

Repayment Schedule				
Sr.No	Due Date	Principal Due	Interest Due	EMI
1	2024-09-01	9,861	6,000	15,861
2	2024-10-01	10,058	5,803	15,861
3	2024-11-01	10,259	5,602	15,861
4	2024-12-01	10,465	5,396	15,861
5	2025-01-01	10,674	5,187	15,861
6	2025-02-01	10,887	4,974	15,861
7	2025-03-01	11,105	4,756	15,861
8	2025-04-01	11,327	4,534	15,861
9	2025-05-01	11,554	4,307	15,861
10	2025-06-01	11,785	4,076	15,861
11	2025-07-01	12,021	3,841	15,861
12	2025-08-01	12,261	3,600	15,861
13	2025-09-01	12,506	3,355	15,861
14	2025-10-01	12,756	3,105	15,861
15	2025-11-01	13,011	2,850	15,861
16	2025-12-01	13,272	2,589	15,861
17	2026-01-01	13,537	2,324	15,861
18	2026-02-01	13,808	2,053	15,861
19	2026-03-01	14,084	1,777	15,861
20	2026-04-01	14,366	1,495	15,861
21	2026-05-01	14,653	1,208	15,861
22	2026-06-01	14,946	915	15,861
23	2026-07-01	15,245	616	15,861
24	2026-08-01	15,560	311	15,861

For the Lenders	I/We confirm we have read, understood and agreed to each and every item as appearing above	
	For M/s Sourabh Enterprises	Co-borrowers:
	 Authorized Signatory	

DEMAND PROMISSORY NOTE

Date: 26th Jul 2024

To,
Epimoney Pvt. Ltd.
7th Floor, South Annexe,
Tower 2, One World Centre,
841, Senapati Bapat Marg,
Elphinstone, Saidham Nagar,
Lower Parel, Mumbai - 400013

On demand I/We, Akshay Maryappa Vyavahare authorized representative (s), of Sourabh Enterprises a Sole Proprietorship (hereinafter referred to as the "Borrower"), having its registered office/head office at 6379 Dell Park V R C E Maharashtra 440010

unconditionally, promise to pay to Epimoney Private Limited ("Epimoney"), in its capacity as the security trustee appointed by and acting on behalf of Vivriti Capital Limited ("VCL") and in its capacity as the co-lender with respect to the rupee loan facility of the aggregate amount of INR 3,00,000 ("Facility"), or order, a sum of INR 3,00,000 (Rupees Three Lakh Rupees Only) together with interest thereon at 24 % per annum with monthly rests or such other rate specified in the facility agreement dated on or about the date hereof executed in relation to the Facility, for value received or which VCL and Epimoney (in its capacity as co-lender) may fix from time to time in accordance with the directives of the Reserve Bank of India or policy decisions of VCL and Epimoney (in its capacity as co-lender), for value received. Presentment for payment and noting and protest of the note are hereby unconditionally waived

Revenue Stamp of Re 1/- each for borrower and Coborrower (s), if any



To be cross-signed by the Borrower (s) & CoBorrower (s), if any

LETTER OF CONTINUITY

Place: Mumbai
Date: 26th Jul 2024

To,
Epimoney Pvt. Ltd.
7th Floor, South Annexe,
Tower 2, One World Centre,
841, Senapati Bapat Marg,
Elphinstone, Saidham Nagar,
Lower Parel, Mumbai - 400013

Dear Sir/Madam,

We, Akshay Maryappa Vyavahare , refer to the Demand Promissory Note dated 26th Jul 2024 for Rs. 3,00,000 together with interest thereon at the rate of 24% per annum from the date of disbursal till the date of repayment or such rate as you may fix from time to time together with Additional Interest, charges, costs, which is payable on demand and duly signed and delivered by us to you as security for the repayment of amounts under various facility/ies (the "Facility") granted to me/us jointly by Vivriti Capital Limited and Epimoney Private Limited (collectively, the "Lenders") with respect to the Facility, which are presently outstanding and also for the repayment of any further amounts, which I/we may avail hereafter from you. I/We hereby irrevocably and unconditionally, agrees, confirms and undertakes that:

1. I hereby waive my/our rights of the presentment of the aforesaid Demand Promissory Note.
2. To request the Lenders to dispense with a notice of dishonor in terms of Section 98(a) of the Negotiable Instruments Act, 1881
3. The Demand Promissory Note shall operate as continuing security to you to be enforceable for the repayment of the ultimate balance and/or all sums remaining unpaid under the Facility now or hereafter, including all interest to become payable in respect of/under the Facility or which may in future be advanced; and
4. I/we will remain liable on the Demand Promissory Note, notwithstanding payment made into the account of the Facility from time to time or the Facility being reduced or extinguished from time to time or even if the balance in the account of the Facility may be in credit

(SIGNED AND DELIVERED BY)



Akshay Maryappa Vyavahare