

SANCTION LETTER

Loan ID: LCL03226591

Date: 01 June, 2023

Shaik Khaja Pasa

C-234, LSJD Colony Decca Road, Bangalore - 560021

Dear Sir / Madam,

Please refer to your loan application LCL03226591 for a Credit facility ("Facility") via **NDX P2P Private Limited ("LiquiLoans")** facilitated through Epifi Technologies Private Limited ("Epifi")

We are happy to provide the credit facility on the following broad Terms & Conditions.

1	Sanction Amount	INR 42000
2	Rate of Interest % p.a.	Zero
3	Tenure	24 days
4	Lender Facilitation charges (inclusive of GST)	INR 1734.6
5	Insurance charges	Zero
6	EMI Start/Repayment Date	05 July, 2023
7	EMI/ Repayment Amount	INR 42000

8	Delay Charges (exclusive of GST)	0.10% of the principal outstanding for each outstanding day after repayment date capped to INR 50 / day. Grace period of 3 days. If repayment made within 3 days of the due date no delay charges, if repayment made after the grace period then delay charges will be applicable for the entire period post due date.																				
		<table><tr><th>Overdue amount</th><th>Maximum Charges</th></tr><tr><td>Up to Rs. 100</td><td>NIL</td></tr><tr><td>Rs. 101 to 1000</td><td>100</td></tr><tr><td>Rs. 1001 to 2500</td><td>250</td></tr><tr><td>Rs. 2501 to 5000</td><td>450</td></tr><tr><td>Rs. 5001 to 7500</td><td>650</td></tr><tr><td>Rs. 7501 to 12500</td><td>950</td></tr><tr><td>Rs. 12501 to 20000</td><td>1250</td></tr><tr><td>Rs. 20001 to 30000</td><td>1750</td></tr><tr><td>More than Rs. 30000</td><td>2500</td></tr></table>	Overdue amount	Maximum Charges	Up to Rs. 100	NIL	Rs. 101 to 1000	100	Rs. 1001 to 2500	250	Rs. 2501 to 5000	450	Rs. 5001 to 7500	650	Rs. 7501 to 12500	950	Rs. 12501 to 20000	1250	Rs. 20001 to 30000	1750	More than Rs. 30000	2500
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This Sanction Letter may not be construed as a binding commitment on LiquiLoans to disburse the above- mentioned credit facility unless you have accepted the standard loan terms in a form and manner acceptable to LiquiLoans and the conditions for disbursal set out therein are fulfilled to LiquiLoans' satisfaction.

FACILITY AGREEMENT

This Credit Facility ("Agreement") is made and executed on the Execution Date by and between:

NDX P2P PRIVATE LIMITED [CIN U67200MH2018PTC306270], a company incorporated under Companies Act, 2013 having its registered office at First Floor, 104- B Wing, The Qube, M.V. Road, Hasan Pada Rd, Mittal Industrial Estate, Marol Andheri (East), Mumbai, Maharashtra 400059 and office/branch at address given in **Annexure - 1** (hereinafter referred to as "**LiquiLoans**") which expression shall, unless repugnant to the subject or context thereof include its successors, transferees, novatees and assigns) of the **FIRST PART**;

AND

The Individual Lenders, being the persons who have agreed to grant the Loan to the Borrower (hereinafter referred to as the "**Individual Lenders or Lenders**") which expression shall be deemed to mean and include their respective heirs, assigns, administrators, executors, legal representatives, successors represented by LiquiLoans as LiquiLoans has been authorized to represent the Lenders and enter into this Agreement on their behalf in accordance with the terms of the Facility Agreement.

AND

The persons detailed in Schedule 1 to this Agreement (hereinafter referred to as the "**Borrower**") which expression shall be deemed to mean and include his/her/their respective heirs, administrators, executors, legal representatives of the **OTHER PART**

The expressions 'Lender/s' and 'Borrower/s' shall unless repugnant to the meaning or context thereof be deemed to mean and include the respective successors-in-interest and permitted assigns or the heirs, executors, administrators and legal representatives of the respective parties as the case may be]

WHEREAS

1. LiquiLoans is a non-banking financial company registered with the Reserve Bank of India ("**RBI**") and is engaged primarily in the business of providing peer to peer lending platform for enabling of loan facilitation via online medium or otherwise, to a wide range of participants ("**Platform**").
2. LiquiLoans, at Borrower/s' request, has agreed to facilitate the Facility/Loan to Borrower/s from the Lender upon the following mutually agreed **TERMS & CONDITIONS ("T&C")**
3. Based on the representations, assurances and warranties of the Borrower and relying upon the information / documents provided by the Borrower pursuant to the application form submitted by the Borrower, Lender through LiquiLoans has agreed to lend the Facility to the Borrower and specifically subject to the T&C contained in this Agreement.

TERMS & CONDITIONS (T&C)

1. DEFINITIONS & INTERPRETATION

1.1 DEFINITIONS

In this Agreement unless repugnant to the meaning or context thereof, the following expressions, shall have the meaning ascribed thereto:

- a. "**Agreement**" or "**Financing Documents**" or "**Contract**" means this Agreement, the Sanction Letter, if any, of LiquiLoans [by whatever name called] and all Annexures and documents/ instruments additional to, supplemental to or amending, modifying or confirming this Agreement in accordance with this Agreement;

- b. **“Annual Percentage Rate”** or **“APR”** means the effective annualized rate charged to the Borrower representing the all-inclusive costs for availing the Facility. APR shall include processing fee and any other fee or charges mentioned under Schedule 2 to the Agreement.
- c. **“Available Facility Amount”** means at any point of time the undrawn amount of the Facility
- d. **“Availability Period”** shall mean the period within which the Borrower can request a Drawdown from the Facility as detailed in Schedule 2.
- e. **“Borrower's Dues”** means all sums payable by the Borrower in respect of the Facility, including outstanding Facility, Interest, all other charges including stamp duty, if any, costs and expenses.
- f. **“Business Day”** means normal working hours on a day on which scheduled banks are open for business at the place this Agreement is executed/signed by the Lender.
- g. **“Cooling off Period”** shall mean the duration given to Borrower for exiting the Facility, in case the Borrower decides not to continue with the Facility. The cooling off period is provided under Schedule 2 to the Agreement.
- h. **“Drawdown”** shall mean each drawdown of the Facility within the Availability Period and as per the terms of the Financing Documents.
- i. **“Due Date”** in respect of any payment means the date on or before which any amount is payable by Borrower.
- j. **“Event of Default”** means any of the events as specifically mentioned in Clause 7 of the Agreement.
- k. **“Execution Date”** means the date as set out under Schedule 2 to this Agreement on which this Agreement is executed by the Parties.
- l. **“Facility/Loan”** means the Facility/Loan to be lent as in Schedule 2
- m. **“Interest”** shall mean interest as in Schedule 2
- n. **“Material Adverse Event”** means any event which in LiquiLoans’s opinion would have a material adverse effect on (i) Borrower's ability to pay the Borrower's Dues or (ii) recoverability of the Borrower's Dues.
- o. **“Overdue Interest Rate”** means the default interest rate as in Schedule 2 which is payable on all amounts which are not paid on their respective Due Dates.
- p. **“Purpose”** means the purpose of utilization of the Loan as per Schedule 2.
- q. **“Taxes”** means and includes any taxes including GST, Sales and/or Purchase Tax, stamp duty, registration fees, duties, cess, octroi, and/or other and/or any other taxes [excluding 'income tax' or other charges, whether similar or not collectively "taxes" if any, payable to any government, or to any other statutory body or authority, which may arise or accrue and/or be levied/demanded in respect of the transaction/s mentioned in this document.
- r. **“LSP”** shall mean the Lending Service Provider as approved and engaged by LiquiLoans.

INTERPRETATION

In this Agreement unless repugnant to the meaning or context thereof any reference to:

- a. Any law includes all subordinate legislation/rules thereunder (as amended, modified, re-enacted or consolidated) (whether before or after the date of this Agreement);
- b. The singular shall include the plural and vice-versa;
- c. The masculine, the feminine and the neuter shall include the other/s;
- d. Payment shall include repayment/adjustment/set-off;
- e. ‘Writing’ includes any communication by letter, fax, e-mail or WhatsApp or equivalent communication methods/platforms;
- f. Annexures form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include all annexures.

2. DISBURSEMENT

- a. The Borrower may at any time during the Availability Period request disbursement of any amount / Drawdown to the extent of the Available Facility Amount. LiquiLoans shall have the sole and absolute discretion to allow or reject Drawdown against such request. The Borrower may Drawdown only up to the Available Facility Amount.
- b. Notwithstanding anything to the contrary herein, LiquiLoans shall have the absolute right to cancel or refuse any Drawdown at LiquiLoans's sole discretion, including on account of any change in credit evaluation of the Borrower.
- c. Disbursement of any Drawdown directly to any vendor for the Purpose shall be treated as having been disbursed to the Borrower.

- d. The Borrower shall pay processing fee along with applicable tax thereof as set out Schedule 2. The Borrower will accordingly be liable for entire Drawdown including the amount towards the non- refundable processing fee, along with applicable tax thereof and Interest (if any) thereon.

3. COVENANTS, TERMS AND CONDITIONS

- a. The Borrower is liable to repay the principal amount(s) and the interest (including default interest, if any) and any other costs, charges and expenses, as per repayment schedule.
- b. The Borrower shall at all times adhere to the terms and conditions set out in this Agreement and any amendments hereto.
- c. LiquiLoans shall have the right to appropriate the amounts paid by the Borrower in such manner, as the LiquiLoans and/or the Lender may, in its sole discretion deem fit and appropriate.
- d. The right of the LiquiLoans to recover the dues from the Borrower shall be exercised either by the Lender or by LiquiLoans or by their authorized representatives, or any collection agency appointed for the purpose, and the Borrower hereby agrees to the same.
- e. LiquiLoans shall be entitled to absolutely assign to / securitize its receivables from the Borrower, without the consent or any reference to the Borrower and the Borrower hereby consents to the Lender exercising such right.
- f. It is clearly understood by the Borrower that the whole or part of the Facility may be either granted by a single lender or by multiple lenders but this Agreement shall govern all such Facility granted by such lenders; and the Borrower shall be liable to each of such lender, in accordance with the terms of this Agreement, in respect of the number of Facility(s) granted by each such lender.
- g. It is clearly understood by the Borrower that the Borrower shall enjoy the Facility at the sole and absolute discretion of the Lender / LiquiLoans and that the Lender / LiquiLoans shall have the sole and absolute discretion to withdraw the Facility at any point in time, without any reference to the Borrower, under intimation to the Borrower. In the eventuality of withdrawal of the Facility, the Borrower shall not be able to utilise the unutilized portion of such Facility, immediately upon such withdrawal, unless agreed otherwise by the Lender.
- h. The Borrower agrees and understands that the term of the Facility shall automatically expire upon the completion of the term of the Facility, as stated in Schedule 2, unless such term is extended by the Lender /LiquiLoans, at their sole discretion, in which case the term of the Facility shall expire upon the completion of such extended term(s). In Borrower agrees and confirms that he/she shall furnish all the documents and details as may be required by the Lender/LiquiLoans for consideration of the extension of the term(s) of the Facility.
- i. Making all payments on time is the essence of this Agreement. The Borrower acknowledges having understood the method of computation of repayments and shall not dispute the same.
- j. The Borrower understands and agrees to ensure that he shall not borrow an amount exceeding a maximum of INR 10 Lakhs in aggregate across all peer-to-peer platforms within India.
- k. The borrower and lender both understand that the lender is earning up to 12% interest (APR) on this loan and the Lender, being the person who has agreed to grant the Loan to the Borrower through LiquiLoans.
- l. The Borrower and Lender both understand that the Lender is earning up to interest (APR) as mentioned in Schedule 2 on this loan and the Lender, being the person who has agreed to grant the Loan to the Borrower through LiquiLoans.
- m. Notwithstanding anything to the contrary in this Agreement, all Borrower's Dues, shall become payable by the Borrower to LiquiLoans/Lenders as and when demanded by LiquiLoans at its sole discretion and without requirement of any reason being assigned. The Borrower shall pay such amounts, without any delay or demur, as mentioned in Schedule 2 of such demand.
- n. LiquiLoans/Lender shall be entitled to revise the rate of Interest, if so, required under any applicable law. Any such change as intimated by LiquiLoans to the Borrower will be final and binding on the Borrower. In case of such revision, the Borrower shall have an option be entitled to prepay, within (30) days of such revision, the entire outstanding Facility along with accrued Interest (if applicable), without any prepayment penalty.
- o. In case of delayed payments, without prejudice to all other rights of LiquiLoans/Lender, Lender shall be entitled to Overdue Interest Rate from the Borrower for the period of delay.
- p. The Borrower may pre-pay any Drawdown but only with the prior approval of LiquiLoans and subject to such conditions and prepayment charges, as stipulated by LiquiLoans.
- q. The Borrower shall bear and pay all interest, tax, duties, cess duties and other forms of taxes including

- without limitation service tax, value added taxes, whether applicable now or in the future, payable under any law at any time - If these are incurred/paid by LiquiLoans, these shall be recoverable from the Borrower and will carry interest at the rate of Overdue Interest Rate from the date of payment till reimbursement/recovery.
- r. Notwithstanding anything to the contrary, the amounts repaid by the Borrower shall be appropriated firstly towards cost, charges, expenses and other monies; secondly towards Overdue Interest Rate, if any; thirdly towards Interest; and lastly towards repayment of principal.
 - s. The Borrower agrees to repay the relevant Borrower's Dues for each Drawdown by way of a bullet repayment on or before the relevant Due Date.
 - t. Interest (if applicable), Overdue Interest Rate and all other charges shall accrue from day to day and shall be computed on the basis of 365 days a year and the actual number of days elapsed.
 - u. If the Due Date for any payment is not a Business Day, the amount will be paid by Borrower on immediately succeeding Business Day.
 - v. All sums payable by the Borrower shall be paid without any deductions whatsoever. Taxes will be charged wherever applicable.
 - w. Borrower understands that the Facility shall be granted to the Borrower through LiquiLoan's lending service provider Epifi's mobile application and agrees that Epifi is only a service provider and does not bear any liability in respect of the Facility.
 - x. Borrower agrees that LiquiLoans shall retrieve/procure Borrower's KYC data during the journey through the Central KYC Registry in a manner as permitted under applicable law for the purposes of KYC due diligence. Borrower hereby provides Borrower's consent to LiquiLoans to do so.

4. MODE OF PAYMENT, REPAYMENT AND PREPAYMENT

- a. The Borrower shall, as required by LiquiLoans from time to time provide Electronic Clearing System (Debit Clearing)/ National Automated Clearing House ("NACH") or any other electronic or other clearing mandate (collectively referred to as "ECS") as notified by the RBI for payments. Such ECS shall be drawn from/issued to such bank and from such location as agreed to by LiquiLoans. The Borrower/s shall honor all payments without fail on first presentation/Due Dates. ECS provided by the Borrower/(s) may be utilized by LiquiLoans for realization of Borrower's Dues. The Borrower hereby unconditionally and irrevocably authorizes LiquiLoans to take all actions required for such realization of such dues. The Borrower shall promptly in any event within (07) days if directed by LiquiLoans, replace the cheques and/or the ECS and/or other documents executed for payment of Borrower's Dues as may be required by LiquiLoans its sole discretion and for reasons as specified by LiquiLoans from time to time.
- b. The Borrower shall at all times maintain sufficient funds in the concerned bank account/s for payment of the Borrower's Dues on respective Due Dates. Borrower shall not close the bank account/s from which the ECS have been issued or cancel or issues instructions to the bank or to LiquiLoans to stop or delay payment and LiquiLoans shall not be bound by any such communication.
- c. The Borrower agrees and acknowledges that the ECS have been issued voluntarily in discharge of the Borrower's Dues and not by way of a security for any purpose whatsoever. The Borrower also acknowledges that dishonor of any ECS is a criminal offence under the Negotiable Instruments Act, 1881/The Payment and Settlements Act, 2007. The Borrower/s shall be liable to pay dishonour charges for each ECS dishonour as stipulated in Schedule 2
- d. Any dispute or difference of any nature whatsoever shall not entitle the Borrower(s) to withhold or delay any payment and LiquiLoans shall be entitled to present the PDC/ ECS on the respective Due Dates.
- e. Notwithstanding the issuance of ECS, the Borrower will be solely responsible to ensure timely payment of dues.
- f. The Lender shall have the right and discretion to charge to the Borrower APR as specified in Schedule 2 for the Facility for a period of time as may be specified and communicated to the Lender, from time to time.
- g. The Borrower hereby confirms that it will not divert his income / inflow to any other bank account till such time the dues to the Lender/LiquiLoans are not paid in full.
- h. Any dispute or difference of any nature whatsoever shall not entitle the Borrower to withhold or delay payment of any EMI amount or other sum.
- i. In case, the Borrower fails to repay Outstanding Amount on the relevant Due Date, the Borrower's loan account shall be classified as Special Mention Account ("SMA") / Non-Performing Asset ("NPA"), in accordance with the extant RBI regulations. By way of an example, if the Due Date for the Credit Facility is March 31, 2023 and the Outstanding amounts are not received by the Lender by end of day on March 31, 2023, Borrower's loan account shall be classified as SMA as on March 31, 2023. If the said Borrower's loan account continues to

remain overdue for another 30 (thirty) continuous days, the said loan account shall be classified as SMA -1 on April 30, 2023. If the said loan account continues to remain overdue for another 30 (thirty) continuous days, on running day-end process on May 30, 2023, the loan account shall be classified as SMA - 2. If the said loan account continues to remain overdue for another 30 (thirty) continuous days, on running day-end process on June 29, 2023, the said loan account will be classified as NPA.

5. COOLING – OFF PERIOD

The Borrower shall have the option to exit the Facility by paying the principal and the proportionate APR without any penalty during the Cooling off Period. Borrowers continuing with the Facility after Cooling off Period shall be required to pay the charges and fee as per Schedule 2 to the Agreement.

6. BORROWER'S COVENANTS, REPRESENTATION AND WARRANTIES

6.1 The Borrower shall:

- a. Observe and perform all its obligations under this Agreement.
- b. Immediately deliver to LiquiLoans all documents, including bank account statements as may be required by LiquiLoans from time to time.
- c. Immediately notify LiquiLoans of any litigations or legal proceedings against any Borrower or Borrowers' own or leased assets.
- d. Notify LiquiLoans of any Material Adverse Effect or Event of Default.
- e. Notify LiquiLoans in writing of all changes in the location / address of office / residence /place of business or any change / resignation / termination / closure of employment/ profession /business.
- f. Not leave India for employment or business or long term stay abroad or permanently without fully repaying all Borrower's Dues.
- g. Provide security, if any, as may be required by LiquiLoans in case of any change in credit worthiness of any Borrower (as determined by LiquiLoans).
- h. Ensure deposit of salary and / or business proceeds in the bank account from which ECS have been issued to LiquiLoans.
- i. Comply at all times with applicable laws, including, Prevention of Money Laundering Act, 2002.
- j. Utilize the Loan and each Drawdown only for the Purpose.

6.2 The Borrower authorizes LiquiLoans and/or its collection agency to communicate independently with any bank/financial company/institution where Borrower maintains account/s, now or in future and/or with any suppliers/ customers/ or any other parties/sources as LiquiLoans may deem necessary, to obtain details and copies of documents, statements etc., for determining and/or monitoring Borrower's creditworthiness.

6.3 The Borrower/s represent/s and warrant/s as under:

- a. All the information provided by Borrower whether or not relevant for the ascertaining the credit worthiness of the Borrower is true and correct and not misleading in any manner.
- b. The Borrower is capable of and bound to comply with and perform all obligations.
- c. That this Agreement is a valid, binding and enforceable in accordance with its terms.
- d. The Borrower is not prohibited by any law or order of any court / forum from entering into this Agreement and performing all obligations.
- e. No event has occurred which affects/shall prejudicially effect the interest of LiquiLoans/Lender or effect the financial conditions of Borrower or ability to perform all obligations.
- f. The Borrower is not in default of payment of any taxes or government dues.
- g. The Borrower will do all other acts, deeds and things, as required by LiquiLoans to further protect the interests of LiquiLoans/Lender.
- h. No bankruptcy or insolvency proceedings are pending in respect of the Borrower.

6.4 The Borrower expressly consents to LiquiLoans and/or its lending service provider and collection agencies to collect, disclose, store and share the information provided by the Borrower or otherwise procured by LiquiLoans in such manner if it deems fit.

6.5 The Borrower expressly consent to LiquiLoans to share and disclose Borrower's information with third-parties

only for the purpose of the Facility on a need-to-know basis.

7. EVENT OF DEFAULT

- A. The following acts/events shall each constitute an "Event of Default":
- i. Non-compliance/breach by the Borrower of any of the terms and conditions of this Agreement or any other document entered into in respect of the Facility(s) or any other financial assistance availed of by the Borrower from the Lender and LiquiLoans.
 - ii. Non adherence to the Repayment Schedule.
 - iii. Any filing for insolvency, bankruptcy, winding up, dissolution of the Borrower or inability of the Borrower to repay his/her debts.
 - iv. Concealment of any material document or information or event by the Borrower.
 - v. Submission of any forged document or any misrepresentation by the Borrower.
 - vi. Death, mental incapacity or permanent disability of the Borrower.
 - vii. Borrower utilizes the Drawdown for any purpose other than the Purpose.
 - viii. Occurrence of any events, conditions or circumstances (including any change in law) which in the sole and absolute opinion of LiquiLoans could have a Material Adverse Effect, including limitation of any proceedings or action for bankruptcy/liquidation/ insolvency of the Borrower or attachment / restraint of any of Borrower's assets.
 - ix. Any other event which in the sole and absolute opinion / discretion of the Lender would endanger the repayment of the Facility(s).
 - x. The decision of LiquiLoans as to whether or not an Event of Default has occurred shall be final and binding on the Borrower.

8. CONSEQUENCES OF DEFAULT

- a. Upon occurrence of any Event of Default and at any time thereafter, LiquiLoans shall have the right, but not the obligation to declare all sums outstanding, whether due or not, immediately repayable and upon the Borrower failing to make the said payments within **number of days as per Schedule 2** thereof, LiquiLoans may at its sole discretion exercise any other right or remedy which may be available to LiquiLoans under law, including seeking any injunctive relief or attachment against the Borrower or Borrower's assets.
- b. The Borrower shall also be liable for payment of all legal and other costs and expenses resulting from the foregoing defaults or the exercise by LiquiLoans of any remedies.

9. TERM AND TERMINATION

- a. This Agreement shall become effective on execution and shall stand terminated on the date the Borrower has repaid the Facility in full along with interest, default interest, bank charges and any other costs, charges and expenses as mentioned herein, and fulfilled all other obligations under the Agreement to the satisfaction of the Lender.
- b. The Borrower does not have the right to terminate this Agreement in any situation except with the written consent of the Lender, by repaying the entire amounts due under this Agreement.

10. DISCLOSURES

- a. The Borrower acknowledges and authorizes LiquiLoans to disclose all information and data relating to Borrower, default if any, committed by Borrower to such third parties/agencies as LiquiLoans may deem appropriate and necessary to disclose and/or as authorized by the RBI or the credit information companies and to or any other equivalent/similar agency/bureau [collectively "Agencies"]. The Borrower/s also acknowledges and authorizes such information to be used, processed by LiquiLoans or these Agencies as they may deem fit. Further in the Event of Default, LiquiLoans and these agencies shall have unqualified right to disclose or publish the name of the Borrower /or its directors/ partners/co- applicants, as applicable, as 'defaulters' in such manner and through such medium as the LiquiLoans and these Agencies in their absolute discretion may think fit, including in newspapers, magazines, internet and social media.
- b. The Borrower undertakes and covenants that it shall provide all information, including information regarding other credit facilities enjoyed by the Borrower, as and when required by the Lender / LiquiLoans. The

Borrower declares that the information furnished to the LiquiLoans from time to time is and shall be true and correct.

- c. The Borrower shall not hold LiquiLoans responsible for sharing and/or disclosing the information now or in future and also for any consequences suffered by the Borrower by reason thereof including for usage of information by Agencies. The provisions of this clause shall survive termination of this Agreement and the repayment of the Borrower's Dues.
- d. The Borrower gives its consent to the LiquiLoans and/or RBI and/or credit information companies and/ or any other agency authorized in this behalf by RBI or applicable law to publish their names as defaulters in such manner and through such medium as the LiquiLoans/ RBI or credit information companies or any other agency authorized under applicable law or by RBI in their absolute discretion may think fit. The aforesaid right shall be available to LiquiLoans in addition to and not in derogation of any other rights available under this Agreement.

11. MISCELLANEOUS

- a. The entries made in records of LiquiLoans shall be conclusive evidence of existence and of the amount of Borrower's Dues and any statement of dues furnished by LiquiLoans shall be accepted by and be binding on the Borrower.
- b. The Borrower's liability for repayment of the Borrower's Dues shall, in case where more than one Borrower have jointly applied for any Facility, be joint and several.
- c. The Borrower shall execute all documents and amendments and shall co-operate with LiquiLoans as required by LiquiLoans (i) to comply with any RBI guidelines/directives or (ii) for giving LiquiLoans full benefit of rights under this Agreement. Without prejudice to the aforesaid the Borrower hereby irrevocably consents that on its failure to do so, such changes shall be deemed to be incorporated in this Agreement and shall be binding on the Borrower.
- d. Notwithstanding any suspension or termination of any Facility, all right and remedies of LiquiLoans shall continue to survive until the receipt by LiquiLoans of the Borrower's Dues in full.
- e. The Borrower acknowledge that the rate of interest, penal charges, service charges and other charges payable and or agreed to be paid by the Borrower are reasonable and acceptable.
- f. The Borrower expressly recognizes and accepts that LiquiLoans shall without prejudice to its rights to perform such activities by itself acting through its officers or employees be entitled and has full power and authority so to appoint one or more third parties (hereinafter referred to as "**Service Providers**") as LiquiLoans may select and to delegate to such party all or any of its functions, rights and power under this Agreement relating to the sourcing, administration, monitoring of the Facility and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices contacting Borrower, receiving Cash/Cheques/Drafts/ Mandates from the Borrower in favour of LiquiLoans.
- g. The Borrower acknowledge that this financing transaction is a relationship of debtor and creditor as between Borrower and LiquiLoans and is not in respect of any service rendered/to be rendered by LiquiLoans. Accordingly, the provisions of the Consumer Protection Act, 1986 shall not apply to this transaction.
- h. The Borrower hereby authorizes LiquiLoans to verify all information and documents including, income, address proof and identity documents and other such documents containing any and all information as are submitted for obtaining the Facility and also to retention of the same by LiquiLoans.
- i. The Borrower acknowledges and authorizes LiquiLoans to procure Borrower's Income Tax PAN No./copy of Pan Card, other identity proof and Bank Account details, from time to time and to also generate / obtain CIBIL, Experian, Hunter reports and such other reports as and when LiquiLoans may deem fit.
- j. In the event of any disagreement or dispute between LiquiLoans and Borrower regarding the materiality of any matter including of any event occurrence, circumstance, change, fact information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of LiquiLoans as to the materiality of any of the foregoing shall be final and binding on the Borrower.

12. UNDERWRITING/DECLARATION

The Borrower understands and agrees to limit his/her obligations to a maximum of INR 10,00,000/-across all peer-to-peer platforms within India.

The Borrower has not availed any loans through any other peer to peer lending platforms and any such loans will be

availed with the prior written consent of the Lender.

13. SEVERABILITY

The Borrower(s) acknowledges that each obligation under this Agreement is independent and severable from the rest. If any obligation is found not enforceable by an arbitrator or court of law, for any reason, the Borrower shall continue to remain bound by the other obligations. Each of the provision, if prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions of this Agreement.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and construed in accordance with the substantive laws of India and the Parties hereto submit to the exclusive jurisdiction of the Courts situate at Mumbai. The Parties irrevocably waive any objection now or in future, to the laying of the venue of any proceedings in the courts and tribunals at Mumbai. Nothing contained in this Clause 14 shall limit any right of the LiquiLoans/Lender to take proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not and the Parties irrevocably submit to and accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Parties irrevocably waive any objection they may have now or in the future to the laying of the venue of any proceedings and any claim that any such proceedings have been brought in an inconvenient forum.

15. NOTICE

Any notice or other communication to be given under or in connection with this Agreement ("Notice") shall be in the English language in writing and signed by or on behalf of the Party giving it. A Notice may be delivered personally or sent by email, pre-paid recorded delivery or international courier to the address or facsimile number provided in this Clause 15. (Notices) Notice shall be deemed to have been received:

- a. at the time of delivery if delivered personally;
- b. at the time of transmission if sent by email without any delivery failure notification (provided the sender also sends physical copies of such notices to such addresses of the recipient Party);
- c. 2 (two) Business Days after the time and date of posting if sent by pre-paid registered post with delivery acknowledged.

provided that if receipt of any notice occurs after 6.00 p.m. or is not on a Business Day, deemed receipt of the Notice shall be 9.00 a.m. on the next Business Day. References to time in this Clause 15 (Notices) are to local time in the country of the addressee.

The details of the Parties for the service of Notices are given below:

If to the LSP:

Address: Salarpuria Sattva Knowledge Court, Survey No. 77, Plot no.9, 06th Floor, Doddenakundi, KR Puram Hobli Bangalore East Taluk Bangalore KA 560048 IN

Email: help@fi.care

Attention: Epifi Technologies Private Limited

If to the NDX P2P Private Limited (LiquiLoans):

Address: First Floor, 104- B Wing, The Qube, M.V. Road, Hasan Pada Rd, Mittal Industrial Estate, Marol Andheri (East), Mumbai, Maharashtra 400059

Email: customercare@liquiloans.com

Attention: V. Balamurugan

d. Party shall notify the other Parties of any change to its details in Clause 15 (Notices) in accordance with the provisions, provided that such notification shall only be effective on the later of the date specified in the notification and 5 (five) Business Days after deemed receipt.

16. ASSIGNMENT

The Borrower shall not be entitled to transfer or assign all or any right or obligation, obligations or duties under this Agreement to any person directly or indirectly or create any third-party interest in favour of any person without the prior written consent of LiquiLoans and subject to proposed assignee complying with LiquiLoans's requirements.

LiquiLoans shall be entitled to sell, transfer, assign or securitise in any manner whatsoever (in whole or in part and including through grant of participation rights) all or any of its benefits, right, obligation, duties and / or liabilities under this Agreement, without the prior written consent of, or intimation to the Borrower in such manner and such terms as LiquiLoans may decide. In the event of such transfer, assignment or securitization, the Borrower shall perform and be liable to perform their obligation under this Agreement to such assignee or transferor. In such event, the Borrower shall substitute the remaining ECS in favour of the proposed transferee/ assignee if called upon to do so by LiquiLoans. 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 LiquiLoans, or as creditor exclusively with the right to LiquiLoans to continue to exercise all powers hereunder on behalf of such third party and pay over such outstanding and dues to such third party and/or to LiquiLoans as LiquiLoans may direct.

17. WAIVER

Any omission or delay on the part of LiquiLoans in exercising any of its rights, powers or remedy, upon failure by the Borrower in the due and punctual fulfilment of the obligations of the Borrower hereunder, shall not be deemed to constitute a waiver by LiquiLoans of any of its rights to require such due, punctual and full performance by the Borrower.

18. INDEMNITY

The Borrower hereby indemnifies, defends and holds LiquiLoans, its employees, representatives and consultants harmless from time to time and at all times against any liability, claim, loss, judgment, damage, cost or expense (including, without limitation, reasonable attorney's fees and expenses) as a result of or arising out of any failure by the Borrower to observe or perform any of the terms and conditions and obligations contained in this Agreement or Event of Default or the exercise of any of the rights by LiquiLoans under this Agreement, including for any enforcement of security or recovery of Borrower's Dues.

19. AUTHORIZATION

The persons signing this Agreement on behalf of the Parties represent and covenant that they have the requisite authority to so sign and execute this Agreement on behalf of the Parties for whom they are signing.

20. ENTIRE AGREEMENT

This Agreement, together with the documents executed / exchanged by the Parties in relation to the Facility, supersede all prior discussions and agreements (whether oral or written, including all correspondence) between the Parties with respect to, or in relation to the Facility, and this Agreement, along with the Schedules hereto, together with the documents executed / exchanged by the Parties in relation to the Facility, contains the sole and entire agreement between the Parties with respect to the Facility.

IN WITNESS HEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE

EXECUTED ON THE DATE AND PLACE HEREIN ABOVE MENTIONED AND THE BORROWER HAS AGREED TO THIS AGREEMENT BY CLICKING ON 'I agree to all the details' BUTTON

SCHEDULE 1

Borrower/s' Details

<i>SN</i>	Description	Particular
1	Name	Shaik Khaja Pasa
2	Aadhar Number	ABC
3	PAN Number	LXSX29346M
4	Mobile Number	8897724011
5	Alternate Mobile Number	
6	Email Address	shaikkhajapasha2022000@gmle.com
7	Residential Address	2-3-603/20,PATEL NAGAR HYDERABAD AMBERPET,Other,500013,Other,ANDHRA PRADESH
8	Office Address	NA
9	Nature of activities engaged in	Salaried
10	Particulars for Notice	Name of Contact Person: Shaik Khaja Pasa Address: C-234, LSJD Colony Decca Road, Bangalore - 560021 Phone Number: 8897724011 Fax Number: Email id: shaikkhajapasha2022000@gmle.com
11	Details of the Bank Account	Account Number: 55550110850623 Account Name: SHAIK KHAJA PASHA Bank Name: FEDERAL BANK Bank Branch: EPIFI FEDERAL NEO BANKING IFSC code: FDRL0005555
12	Date of Agreement	01 June, 2023

By agreeing to initiate the process for availing the Credit Facility(s) through LiquiLoans, the Borrower hereby explicitly provides its consents to LiquiLoans to access the Borrower's credit information from the relevant agencies / authorities.

SCHEDULE 2

KEY FACT STATEMENT

TERMS OF THE CREDIT LINE FACILITY

<i>Date</i>	NDX P2P Private Limited (LiquiLoans)	Borrower Name: Shaik Khaja Pasa
S. No.	Parameter	Details
(i)	Purpose of the Facility	Personal
(ii)	Loan amount (amount disbursed to the borrower) (in INR)	42000
(iii)	Total interest charge during the entire tenure of the loan (Interest to be paid as a part of EMIs) (in INR)	0
(iv)	Other up-front charges (break-up of each component to be given below)(in Rupees)	1734.6
	a) Processing fees (in INR)	234.5
	b) Insurance charges (in INR)	0
	c) Broken Period Interest (BPI) (in INR)	0
	d) Payment Bounce charges (in INR)	0
	e) Transaction Fees (in INR)	0
	f) Documentation Charges (in INR)	0
	g) Others (if any) (in INR)	0
(v)	Net disbursed amount ((i)-(iii)) (in INR)	40000
(vi)	Total amount to be paid by the borrower (sum of (i), (ii) and (iii)) (in INR)	42000
(vii)	Annual Percentage Rate (APR) - Effective annualized interest rate (in percentage) (computed on net disbursed amount using IRR approach and reducing balance method)	12%
(viii)	Tenure of the Loan (in months)	1

(ix)	Repayment frequency by the Borrower	1
(x)	Number of installments of repayment	1
(xi)	Amount of each installment of repayment (in INR)	42000
DETAILS OF THE CONTINGENT CHARGES		
(xii)	Prepayment charges, if any (Not applicable for MFI)	0
(xiii)	Rate of annualized penal charges in case of delayed payments (if any)	0
(xiv)	Rate of annualized other penal charges (if any); (details to be provided)	0
(xv)	NACH registration failure charges (in INR)	0
(xvi)	NACH/e-mandate bounce charges (in INR)	0
(xvii)	SOA charges, if applicable (in INR)	0
OTHER DISCLOSURES		
(xviii)	Cooling-off/look-off period (The Borrower can within the cooling-off/lookup period exits the loan by paying the principal and the proportionate APR without any penalty.)	3 days
(xix)	Date of Disbursement	01 June, 2023
(xx)	Details of Lending Service Provider (LSP) acting as recovery agent and authorized to approach the borrower	Epifi Technologies Private Limited

(xxi)	Name, designation, address and phone number of nodal grievance redressal officer designated specifically to deal with FinTech/ Digital Lending Related Complaints/ Issue	<p>For Lending Service Provider</p> <p>Grievance Officer: Mr. Saurabh S Email: grievanceofficer@ficare Contact: 399939933993</p> <p>For NDX P2P Private Limited (LiquiLoans)</p> <p>Nodal grievance redressal officer of NDX P2P Pvt Ltd Shweta Jain, Chief Operating Officer Contact: +91-022-489-04685 Email ID: customercare@liquiloans.com Address: 1st Floor, B-104, "The Qube" C.T.S. No. 1498, A/2,M.V. Road, Hasan Pada Rd, Mittal Industrial Estate, Marol Andheri (East), Mumbai, Maharashtra 400059</p> <p>Grievances portal: https://www.liquiloans.com/customer-grievances-redressal-mechanism</p>
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DETAILED REPAYMENT SCHEDULE

Installment No.	Installment (in Rupees)
1	42000
2	43332