

LOAN AGREEMENT

This Loan Agreement ("Agreement") is made on the date and place as set out in Schedule-I

BY AND BETWEEN

The person(s) named as a **Borrower** in **Schedule-II** hereof (hereinafter referred to as the "**Borrower**" which expression shall, unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the **FIRST PART**;

AND

The person(s) named as **Co-Borrower(s)**, if any, in **Schedule-II** hereof (hereinafter referred to as the "**Co-Borrower**" which expression shall, unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the **SECOND PART**;

AND

LENDINGKART FINANCE LIMITED, a company existing under the Companies Act, 2013, and a Non-Banking Financial Company having its registered office at Office 3 Connekt, 401/B, 4th Floor, Silver Utopia Cardinal Gracious Road, Andheri (East), Mumbai Suburban – 400 099, and amongst others a branch office at the place specified in **Schedule-II** hereof (hereinafter referred to as the "**Lender/LFL**", which expression shall, unless the context otherwise requires, include its successors and assigns).

Hereinafter, the Borrower and the Co-Borrower(s) shall be collectively referred as to the "**Borrower**" and the Borrower and the Lender shall be collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS

- A. The Borrower approached the Lender for grant/sanction of loan for the amount and the purpose as stated in Schedule-I hereto which the Lender, vide Sanction Letter, has agreed to grant/ extend the loan to the Borrower, subject to the terms and conditions of the Loan Documents;
- B. The Parties hereto are desirous of recording the terms and conditions in relation to the proposed loan to be made available by the Lender to the Borrower and certain other matters related thereto in the manner hereinafter contained.

NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1. In the Loan Documents, unless the context otherwise requires, the following terms wherever used, shall have the following meanings:
- (i) "**Agreement**" means this Agreement together with the annexure(s), schedules, etc. entered into between the Borrower and the Lender.
 - (ii) "**Applicable Law**" means all laws, regulations, guidelines, directions, circulars, and orders issued by any governmental, regulatory, or judicial authority in India, as amended from time to time, including those issued by the Reserve Bank of India.
 - (iii) "**Applicable Rate of Interest**" means the Fixed Rate of Interest applicable to the Loan and as mentioned in Schedule-I.
 - (iv) "**Annual Percentage Rate (APR)**" means the Applicable Rate of Interest, together with all fees and charges, as more particularly mentioned in the KFS.
 - (v) "**Availability Period**" means such period as mentioned in Schedule-I, during which the Borrower can request the Lender to disburse the Loan.
 - (vi) "**Borrower**" means the person(s) named as Borrower and Co-Borrower(s), if applicable, in Schedule-II and shall include, as applicable:
 - a) in case of an individual – his/ her heirs, executors, administrators and permitted assigns;
 - b) in case of a company or a society, its successors and permitted assigns;
 - c) in case of a partnership firm, all the partners and their respective heirs, representatives, executors, administrators and permitted assigns;
 - d) in case of proprietorship concern, the proprietor and their legal heirs, representatives, executors, administrators and permitted assigns;
 - e) in case of a HUF — the Karta of the HUF and any or each of the adult members/ coparceners of the HUF and their survivor(s) and their respective heirs, legal representatives, executors, administrators and permitted assigns.
 - (vii) "**Branch**" means the branch of the Lender at the place mentioned in Schedule – I and shall include any other branch where the loan account is maintained or transferred to at any time or from time to time at the sole discretion of the Lender.
 - (viii) "**Broken Period Interest (BPI)**" means interest amount payable by the Borrower, at the Applicable Rate of Interest, on the Loan from the date of disbursement of the Loan to the date immediately prior to the date of commencement of EMI.
 - (ix) "**Business Day**" means any day (other than a Sunday or public/ bank holiday) on which the Branch of the Lender (including its Ahmedabad office) is open for general business as well as for the purposes of payment, settlement and clearing. In case, any date for payment of any dues under this Agreement falls on a day that is not a Business Day, such payment shall be made on the preceding Business Day.
 - (x) "**Conversion Charges**" means the fee, as specified in the KFS and/or Schedule of Charges available on the Lender's website, payable by the Borrower for the purpose of switching the Applicable Rate of Interest from a Fixed Rate to a Floating Rate or vice versa, subject to the consent of the Lender.
 - (xi) "**Cooling-Off Period**" means such period as mentioned in the KFS.
 - (xii) "**Disbursement Request Form**" means a request letter provided by the Borrower requesting the Lender to disburse the Loan into such bank account as may be specified by the Borrower.
 - (xiii) "**Default**" means the occurrence of any Event of Default as specified in Clause 8 of this Agreement, and in particular non-payment of any amount that has become due and payable under the Loan Documents and is not paid by the Borrower.
 - (xiv) "**Due Date**" means the date(s) on which any amounts in respect of the Loan, fall due as specified Loan Documents.
 - (xv) "**Prime Lending Rate/ PLR**" means the internal benchmark rate of interest determined and announced by the Lender from time to time. The PLR may be revised by the Lender in accordance with its policies.

- (xvi) **"Equated Monthly Instalment (EMI) / Equated Periodic Instalment (EPI)"** means the amount of monthly payment consisting of principal and interest.
- (xvii) **"Fixed Rate of Interest"** means the specific rate of interest applicable on the Loan for specific tenure as mentioned in Schedule-I.
- (xviii) **"Floating Rate of Interest"** means the rate of interest applicable to the Loan, linked to the Lender's Prime Lending Rate (PLR) by a margin/spread as specified in the Schedule-I. Any revision in the PLR shall result in a corresponding change in the Floating Rate of Interest.
- (xix) **"Indebtedness"** means any indebtedness in respect of monies borrowed or liabilities contracted by the Borrower (including any indebtedness of an affiliate of the Borrower or a person or entity related to the Borrower) towards the Lender (including affiliates or assigns of the Lender).
- (xx) **"Key Facts Statement/ KFS"** means a statement of key facts of the Loan/ Agreement, provided to the Borrower in a standardised format.
- (xxi) **"Loan"** means the amount of financial assistance sanctioned under this Agreement for the purpose as mentioned in the Schedule-I.
- (xxii) **"Loan Account"** means an account in the name of the Borrower pursuant to the sanction of the Loan.
- (xxiii) **"Loan Documents"** means collectively this Agreement, the Security Document, the Power of Attorney, the Sanction Letter, KFS, DRF, undertakings, consents, application form and all other documents executed, accepted or submitted by the Borrower in connection with the Loan, as may be specified by the Lender from time to time.
- (xxiv) **"Material Adverse Effect"** shall mean the consequence of any event or circumstance which in the sole opinion of the Lender is or is likely to be: (i) adverse to the ability of the Borrower to perform or comply with its obligations under this Agreement and/or the other Loan Documents; or (ii) prejudicial to the businesses, operations or financial condition, properties, assets or prospects of the Borrower.
- (xxv) **"Penal Charges"** means charges levied by the Lender at the rate specified in the KFS/ Schedule-I (a) on delay in payment of the EMI or any other amounts due and payable by the Borrower on the Due Date and/or (b) upon occurrence of any Event of Default as set out in Clause 8 of the Agreement.
- (xxvi) **"Prepayment"** means any repayment by the Borrower ahead of its scheduled repayment.
- (xxvii) **"Property"** shall mean the property more specifically described in the Schedule-I with all the common areas/easements/privileges/ development rights/benefits/fixtures and fittings/buildings and structures, present and future, all tangible and/or intangible properties, all accretions, additions, accessories, fixtures and fittings, buildings, structures constructed or erected thereon, owned, acquired/occupied by the Borrower (whether financed by the Lender in whole or in part, or not and/or such property(ies) as may be substituted instead of or added to such property(ies) or both, with the Lender's consent.
- (xxviii) **"Sanction Letter"** means the letter containing the key terms of the Loan, issued by the Lender and accepted by the Borrower, which shall form an integral part of this Agreement and shall always be read in conjunction with the same.
- (xxix) **"Security"** means the security interest created or to be created by the Borrower in favour of the Lender, including:
 - a) an exclusive first-ranking mortgage (whether by deposit of title deeds/equitable mortgage or by registered mortgage) over the Property described in Schedule-I;
 - b) any other security as may be specified in Schedule-I or required by the Lender from time to time; and
 - c) all proceeds, benefits, accretions and substitutions in respect thereof.
- (xxx) **"Security Documents"** means the mortgage deed, power of attorney(s), undertakings, affidavits, as may be required to be executed by the Borrower for creation of the Security in favour of the Lender.
- (xxxi) **"Security Provider"** means such of the Borrower and/or the Co-Borrower who owns the Property and creates or agrees to create the Security in favour of the Lender under the Loan Documents, whether individually or jointly, and shall include their respective successors and permitted assigns.

1.2. **INTERPRETATIONS:**

- (i) All capitalised terms used but not defined in this Agreement shall have the respective meanings ascribed to them under the Schedule/relevant Annexure(s);
- (ii) Any term not defined in the Loan Documents but defined in the General Clauses Act, 1897, shall carry the same meaning;
- (iii) References to a "person" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
- (iv) The singular includes the plural (and vice versa).
- (v) Reference to the any gender includes all other genders.
- (vi) Unless the context requires or otherwise specifically mentioned, reference to the Borrower shall include Co- Borrower as well. The Co-Borrower shall be jointly and severally liable with the Borrower for all obligations under the Loan Documents.
- (vii) In the event of any disagreement or dispute between the Parties regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Lender as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Borrower.
- (viii) Where the Security is created by one or more of the Borrower and/or Co-Borrower (each a Security Provider), such Security Provider shall, in addition to being jointly and severally liable as Borrower, be specifically bound in its capacity as owner of the Property and mortgagor under the Security Documents.
- (ix) In the event of any inconsistency, ambiguity or conflict among the Loan Documents, the documents shall, to the maximum extent possible, be interpreted harmoniously so as to give effect to all provisions. If such inconsistency, ambiguity or conflict cannot be reconciled, then, subject to Applicable Law: (a) this Agreement shall prevail in respect of legal terms and conditions of the Loan; and (b) the Key Facts Statement / Schedule-I and the Sanction Letter shall prevail in respect of Loan-specific commercial terms expressly stated therein. Any ambiguity shall, to the maximum extent permitted by Applicable Law, be construed in a manner that preserves the validity and enforceability of the Loan Documents, the Security, the Lender's right to recover all outstanding amounts and the Lender's legitimate rights and remedies under the Loan Documents and Applicable Law.
- (x) The Lender shall be entitled to alter/vary/modify the terms and conditions of this Agreement or the Sanction Letter at any time by notice in writing to the Borrower or notifying the same on its website.
- (xi) If this Agreement or any Loan Document is translated, explained or made available in any vernacular or regional language, the English version shall prevail in case of any inconsistency, ambiguity or conflict, except to the extent prohibited by Applicable Law.

2. **LOAN, INTEREST, CHARGES, ETC.**

- 2.1. The Lender agrees to grant the Loan to the Borrower on the terms and conditions set out in the Loan Documents.

- 2.2. The Loan shall carry the Applicable Rate of Interest as specified in the Schedule-I. The Interest shall be calculated on the outstanding principal on such basis as specified in the Schedule - I. The Applicable Rate of Interest may be revised in accordance with the Lender's internal policies and applicable law, by providing prior notice to the Borrower.
- 2.3. Interest on the Loan shall begin to accrue from the date of the credit of the Loan in the bank account of the Borrower and/ or such account as specified by the Borrower in the DRF.
- 2.4. Interest shall accrue on the outstanding principal amount on a daily basis and shall be calculated on an actual/actual day-count basis, i.e. by multiplying the applicable rate of interest with the actual number of days elapsed and dividing the same by the actual number of days in the relevant year (365 days or 366 days in a leap year).
- 2.5. The fees and charges payable in connection with this Loan, including Processing Fees, Legal & Valuation Charges, CERSAI Charges, Administrative Charges, and other applicable charges, are set out in the KFS and the Schedule of Charges available on the Lender's website. The Borrower understands that the Schedule of Charges can be revised by the Lender as per its discretion, without the approval of the Borrower and the Borrower shall keep itself updated of any such changes.
- 2.6. The Borrower has agreed to pay the Lender the fees and charges as specified in the KFS/ Schedule-I to this Agreement, prior to or at the time of disbursement of the Loan, as applicable. All applicable taxes (including GST) shall be payable by the Borrower in addition to such fees and charges.
- 2.7. The Borrower acknowledges that the Processing Fees, stamp duty, and other statutory charges once paid, are non-refundable regardless of whether the Loan is disbursed or availed.
- 2.8. **Penal Charges: In case of delay in payment of any EMI or other amounts due, the Borrower shall be liable to pay Penal Charges on the overdue amount, calculated from the Due Date to the date of actual payment. Penal Charges shall not be added to the principal or compounded. No further interest shall be computed on Penal Charges. The Penal Charges are over and above the applicable interest rate and are not in the form of penal interest.**
- 2.9. The Borrower shall solely bear and pay all present and future taxes, duties, costs, expenses, stamp duty, registration fees, filing fees, CERSAI charges, ROC filing/ modification/ satisfaction charges, notarisation charges, adjudication fees, franking charges, e-stamping charges, taxes, duties, levies, penalties, interest, surcharge, cess and all other costs and expenses payable in connection with the execution, stamping, registration, filing, perfection, enforcement, amendment, supplement, renewal, extension, release or discharge of this Agreement, the Security Documents and any other Loan Document.
- 2.10. If at any time any Loan Document is found to be insufficiently stamped, inadequately registered, improperly filed or otherwise deficient under any Applicable Law, the Borrower shall immediately upon demand pay or reimburse all deficit stamp duty, registration fees, penalties, interest, adjudication charges, impounding charges, legal costs and all other amounts required to cure such deficiency, whether such deficiency is identified by the Lender, any authority, court, tribunal, registrar, sub-registrar, collector of stamps or any other person.
- 2.11. The Borrower shall indemnify and hold harmless the Lender against any loss, claim, delay, liability, penalty, cost or expense arising from or relating to any insufficiency or deficiency in stamping, registration, filing or payment of duties or charges in respect of any Loan Document.
- 2.12. In case of failure by the Borrower to pay any amount referred to in this Clause, the Lender may add such amount to the Loan Account, and the same shall be deemed part of the outstanding Loan.

3. DISBURSEMENT

- 3.1. Subject to the provisions of the Agreement, the Lender shall disburse the Loan in one or more tranches.
- 3.2. The Loan will be disbursed in such a bank account as may be specified by the Borrower in the **Disbursement Request Form ("DRF")**. In case of disbursement to a third party account upon request of the Borrower, upon disbursement it shall be deemed that the Loan is disbursed to the Borrower.

3.3. Conditions Precedent:

The Lender may disburse the Loan only upon satisfaction of the following conditions:

- (i) Execution and delivery of all the Loan Documents;
 - (ii) Completion of all KYC/CKYC requirements as prescribed under the Applicable Law;
 - (iii) Submission of NACH mandates / PDCs / SI / ECS instructions towards repayment of EMIs;
 - (iv) The Borrower shall have satisfied the Lender of the Borrower's clear and marketable title to the Property and shall provide such documents as may be required and in acceptable condition i.e. property title documents should not be laminated, torn, mutilated, etc.;
 - (v) Submission of business/ employment, income, financial documents of the Borrower;
 - (vi) Security interest created or to be created by the Borrower in favour of the Lender, including an exclusive first-ranking mortgage (whether by deposit of title deeds/equitable mortgage or by registered mortgage) over the Property described in Schedule-I
 - (vii) No Event of Default shall have occurred or is likely to occur;
 - (viii) The Borrower shall have assigned in favour of the Lender, the insurance policy(ies) as may be required by the Lender;
 - (ix) Any other document or writing as the Lender may require.
- 3.4. The Borrower acknowledges that the disbursement shall be deemed to have been made on the date on which the Lender disburses the Loan amount.
- 3.5. The Borrower agrees that in case the Loan is not availed during **Availability Period**, the Lender shall be entitled to withhold and/or cancel fully and absolutely any further disbursement under the Loan. The Availability Period may be extended by the Lender on its discretion.
- 3.6. Notwithstanding anything to the contrary contained herein, the Lender shall not in any event or circumstance be liable or be construed as being liable to disburse the Loan for any reason whatsoever.
- 3.7. Where the Loan or any part thereof is sanctioned for balance transfer, takeover, refinance or closure of an existing loan/ facility availed by the Borrower from another lender ("Existing Lender"), the Borrower irrevocably authorises the Lender to disburse such portion of the Loan directly to the Existing Lender or to such account as may be specified by the Existing Lender and approved by the Lender. Any amount disbursed by the Lender to the Existing Lender shall be deemed to have been disbursed to and for the benefit of the Borrower, and the Borrower shall be liable for interest, charges, repayment and all other obligations under the Loan Documents from the date of such disbursement, irrespective of any delay by the Existing Lender in appropriating the amount, closing the existing loan, issuing no-dues/ no-objection certificates, releasing original title deeds, filing charge satisfaction or releasing its security interest. The Borrower shall ensure that, within the

timeline stipulated by the Lender, the existing loan is fully closed, the Existing Lender releases all original title deeds and security documents, all prior charges/encumbrances are released or satisfied, and the Security in favour of the Lender is created, perfected and registered to the satisfaction of the Lender.

4. REPAYMENT OF LOAN

4.1. The Loan, together with the interest, fees, charges, taxes, levies or other dues payable by the Borrower to the Lender under the Loan Documents, shall be paid by the Borrower to the Lender by way of standing instruction and/or electronic clearing system or in any other manner as the Lender may specify from time to time in writing.

4.2. Appropriations:

Any amount received by the Lender shall be appropriated in following order:

- (i) costs, charges, expenses and other monies;
- (ii) overdue and penal charges;
- (iii) interest; and
- (iv) principal amount of the Loan.

Notwithstanding the above, the Lender shall have the right to appropriate in accordance with its policies.

- 4.3. The Borrower shall ensure timely payment of all amounts due under the Loan Documents. The Lender is not obligated to send reminders or intimation prior to any due date.
- 4.4. The Borrower shall submit NACH/e-NACH mandates and/or PDCs and/or SI/ECS instructions as required by the Lender. Submission of such instruments constitutes an unconditional and irrevocable authority to the Lender to debit the Borrower's account or present the instrument on the respective Due Dates.
- 4.5. The Borrower shall maintain adequate funds in the linked account to honour all payment instructions. Dishonour charges shall be as specified in the KFS, in addition to any Penal Charges that may be levied.
- 4.6. The Borrower shall not close or freeze the account linked to the repayment instruments, or change the authorized signatories (where the Borrower is a company or partnership), without the prior written consent of the Lender.
- 4.7. Notwithstanding the primary mode of repayment selected, upon any default in payment, the Lender shall be entitled to present or re-present any NACH/e-NACH mandates/PDC issued by the Borrower.
- 4.8. If the Borrower wishes to replace any NACH/e-NACH mandates/PDC, swap charges as specified in the Schedule of Charges shall apply. Replacement is subject to the Lender's discretion. If any repayment instrument is cancelled, dishonoured, invalid, expired, suspended, rejected or otherwise unavailable, the Borrower shall immediately provide replacement instruments acceptable to the Lender.
- 4.9. All payments shall be made without any deduction or withholding. If any deduction or withholding is required under applicable law, the Borrower shall gross up the payment such that the Lender receives the full amount as if no deduction had been made.
- 4.10. If any amount is erroneously credited or omitted to be recovered by the Lender, the Borrower shall, notwithstanding any no-objection or discharge issued, repay such amount on demand.
- 4.11. EMIs may be either Fixed or Step up or Step down. In case of Step up EMIs, the EMIs shall increase after the payment of mutually agreed EMIs as specified in Schedule hereto. The indicated EMI shall be the EMI for the first repayment. In case of Step down EMIs, the EMIs shall decrease after payment of mutually agreed EMIs as specified in Schedule hereto.

4.12. Pre-Payment:

- (i) Subject to the applicable laws and if permitted by the Lender, the Borrower shall be entitled to prepay a part or the entire Loan, in accordance with the terms of this Agreement and Lender's policies and pay to the Lender such charges as mentioned in the Schedule of Charges, as amended from time to time.
- (ii) Subject to above, if the Borrower pre-pays only a part of the Loan, the Lender shall be entitled to adjust the amount prepaid against the amount payable by the Borrower in such manner as specified in the policy of the Lender. In such an event the Lender shall be entitled to reschedule the repayment schedule and the Borrower agrees to adhere to such altered re-payment schedule.
- (iii) The Borrower may during the Cooling-Off Period prepay the entire / cancel the Loan together with proportionate APR, without any prepayment penalty or foreclosure charges. Processing Fee, Statutory dues including stamp duty and GST paid in connection with the Loan shall not be refunded upon exercise of this right.

4.13. Recall of the Loan:

The Borrower agrees that the Lender shall be entitled to, at any time, in its discretion, recall the Loan by giving to the Borrower notice in writing.

5. SECURITY

- 5.1. The due repayment and discharge of the Loan, together with interest, fees, charges, costs and expenses and all other amounts payable under the Loan Documents shall be secured by:
 - (i) an exclusive first ranking charge by way of mortgage over the Property by the Security Provider in favour of the Lender; and/or
 - (ii) such security as specified in the Schedule-I or as may be specified anytime by the Lender.
- 5.2. The Security Provider shall execute Security Documents, in the manner as required by the Lender to create, perfect, register and enforce the Security.
- 5.3. The Security Provider represents and warrants that:
 - (a) it is the absolute and lawful owner of the Property; (b) the Property is free from encumbrances except those disclosed; (c) no acquisition, attachment or litigation affecting the Property is pending or threatened; (d) no tenancy, license or third-party rights exist except as disclosed; (e) creation of the Security does not violate any law, agreement or order.

- 5.4. The Lender shall be entitled to call upon the Borrower and the Borrower shall be liable to furnish to the Lender additional security as decided by the Lender in the event of the dues being more than the market value of the Security or otherwise required by the Lender.
- 5.5. The Security Provider shall not sell, charge, lease, surrender, assign, transfer, let, further encumber or otherwise howsoever alienate, transfer, create interest in favour of any other person or deal with/in the Property/Security or any part thereof or during the continuation of the obligations under this Agreement, without the prior written consent of the Lender.

6. INSURANCE

- 6.1. The Security Provider, at its own cost, (i) shall insure and keep insured the Property throughout the tenure of the Loan with a reputable insurance company against loss or damage to the Property including fire, earthquake, flood, and other standard perils, and (ii) may obtain insurance cover against the risk of death and injury to the Security Provider, for an amount not less than the outstanding Loan amount. The Lender shall be noted as the mortgagee and loss payee in the insurance policy. The Security Provider shall submit the original insurance policy and premium payment receipts to the Lender annually and ensure timely payment of all premiums.
- 6.2. **Premium Payment:** If the Lender pays the insurance premium on behalf of the Security Provider, if opted-in by the Borrower, such premium amount may be deducted upfront from the disbursement amount or be added to the principal outstanding and shall be repaid by the Borrower as part of the EMIs.
- 6.3. **Lender's Non-Liability:** The insurance contract is between the Security Provider and the insurer. The Lender shall not be responsible for any claim rejection, settlement delay, or any other matter relating to the insurance contract. The Borrower shall remain liable for all dues under this Agreement regardless of any insurance claim outcome. If the risk is not accepted by the insurer, the premium paid by the Lender shall be returned to the Lender and adjusted in the Loan account.
- 6.4. **Application of Insurance Proceeds:** In the event of any loss or damage to the Property, all insurance proceeds shall be applied first towards reinstatement or repair of the Property (if feasible) or towards repayment of the outstanding Loan amount, at the Lender's discretion.
- 6.5. **Continuing Security:** The Security created under this Agreement shall operate as a continuing security for all present and future Indebtedness of the Borrower to the Lender and its group entities. The Security shall not be discharged until all such Indebtedness is fully repaid to the satisfaction of the Lender.
- 6.6. **Enforcement:** The Lender shall be entitled to enforce the Security in accordance with the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act), the Recovery of Debts Due to Banks and Financial Institutions Act, 1993, and other applicable laws.
- 6.7. **Release of Security and Property related documents:** Upon full repayment/ settlement of all outstanding amounts under the Loan Documents and discharge of all obligations of the Borrower to the satisfaction of the Lender, the Lender shall release the Security and return the original title deeds / property documents held by it in accordance with Applicable Law and the Lender's policy. The Borrower shall execute all documents and complete all formalities reasonably required by the Lender for release, satisfaction, discharge or filing with CERSAI, sub-registrar, ROC or any other authority, as applicable. Any release of Security shall be subject to there being no outstanding dues, claims, cross-default, continuing security obligation, lien, set-off right or other Indebtedness secured by the Property. The original title documents may be collected from the branch where the Loan account was serviced or such other branch as may be permitted by the Lender.

7. BORROWER'S REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS

7.1. Representations and Warranties

The Borrower represents and warrants to the Lender that:

- (i) all information, documents and statements furnished to the Lender in connection with the Loan are true, correct and complete in all material respects;
 - (ii) all consents, approvals, permissions and authorisations required for execution of this Agreement and creation and enforcement of the Security have been duly obtained and remain valid;
 - (iii) no event has occurred which has or is likely to have a material adverse effect on the financial condition of the Borrower or its ability to perform its obligations under this Agreement;
 - (iv) there are no pending or threatened litigations, claims or proceedings affecting the Property or the Security, except as disclosed to the Lender;
 - (v) the Borrower has valid and marketable title to the Property and the Property is free from encumbrances other than those disclosed to the Lender;
 - (vi) the Loan shall be utilised strictly for the Purpose.
- 7.2. The Borrower covenants that it shall:
- (i) permit inspection of the Property by the Lender or its authorised representatives;
 - (ii) not sell, transfer, lease, license, encumber or otherwise create any third-party interest in the Property or Security without the prior written consent of the Lender;
 - (iii) maintain the Property in good and habitable condition and pay all applicable taxes, charges and outgoings in respect thereof;
 - (iv) ensure that any third-party occupation or usage of the Property, if permitted, shall be subject to the Security created in favour of the Lender;
 - (v) promptly intimate the Lender of any event likely to delay construction, acquisition or modification of the Property.
- 7.3. The Borrower shall insure and keep insured the Property and, where applicable, the life of the Borrower, in accordance with the requirements of the Lender, and shall ensure continuity of such insurance until all dues under this Agreement are fully discharged.
- 7.4. The Borrower shall furnish to the Lender such financial statements, income details, tax returns and other information relating to employment, business or profession as the Lender may reasonably require from time to time and shall promptly notify the Lender of any material change therein, including retirement or superannuation, where applicable.
- 7.5. The Borrower confirms that:
- (i) all funds contributed towards the Property and the Security are from legitimate sources and do not violate any anti-money laundering or tax laws;
 - (ii) the Borrower has complied with applicable reporting requirements under the Income-tax Act, FATCA, CRS and other applicable laws and shall continue to do so;
 - (iii) the Borrower shall promptly disclose any change in information provided to the Lender and indemnify the Lender against any loss arising from incorrect or incomplete disclosure.
- 7.6. Where there is more than one Borrower, all Borrowers shall be jointly and severally liable for repayment of the Loan and performance of obligations under this Agreement.
- 7.7. Where applicable:

- (i) a company Borrower shall not change its ownership, control, constitutional documents, declare dividends, or undertake any merger or restructuring without prior written consent of the Lender;
 - (ii) a partnership or LLP Borrower shall not change its constitution, partners or LLP agreement without prior written consent of the Lender.
- 7.8.** The Borrower confirms that neither it nor its promoters, directors or partners have been declared wilful defaulters and undertakes to promptly remove any such person if so declared during the tenure of the Loan.
- 7.9.** The Borrower shall not create any further charge over the Property or avail any loan secured by the Property without prior written consent of the Lender. The Security shall operate as continuing security for all present and future obligations of the Borrower to the Lender and its group entities.
- 7.10.** The Borrower acknowledges that the interest rate, fees, charges and taxes applicable to the Loan are reasonable and understood. All present and future taxes, duties, enforcement costs and expenses shall be borne by the Borrower. Any dispute regarding computation shall not entitle the Borrower to withhold payment, and the Borrower's repayment obligations shall be absolute and unconditional.
- 7.11.** The Loan may be recalled, cancelled or repudiated by the Lender, in whole or in part, at its discretion.
- 7.12.** The Borrower undertakes:
- (i) Notifying the Lender in writing within 30 (thirty) days of any change in KYC documents or information (including change of address, PAN, Aadhaar, authorized signatories, directors, partners, or beneficial ownership); and
 - (ii) Submitting updated KYC documents to the Lender within 30 (thirty) days of any such change or within 30 days of any request by the Lender.

8. EVENT OF DEFAULT:

- 8.1.** The Lender may, by a written notice to the Borrower, declare all sums outstanding under the Loan to become due and payable forthwith and/or enforce the Security upon the occurrence (in the sole decision of the Lender) of any one or more of the following ("Event of Default"):
- (i) The Borrower fails to pay to the Lender any amount when due and payable under this Agreement;
 - (ii) The Borrower breaches any term or condition of the Loan Documents;
 - (iii) Any representation, warranty, or information provided by the Borrower is found to be incorrect, misleading, or becomes untrue;
 - (iv) A default occurs under any other agreement or document relating to any indebtedness of the Borrower with whom the Borrower has entered into agreements for financial assistance or any part thereof;
 - (v) The Borrower opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever;
 - (vi) The death, insolvency, failure in business, commission of an act of bankruptcy or winding-up, general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors or threatens to do so, filing of any petition in bankruptcy by or against the Borrower;
 - (vii) Any person other than the Lender commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commit act of insolvency;
 - (viii) If the Borrower fails to create the Security as provided herein or if the Property is destroyed, sold, disposed of, charged, encumbered, alienated, attached or restrained in any manner or if the value of the Property or any Security created or tendered by the Borrower, in the sole discretion and decision of the Lender, depreciates entitling the Lender to call for further security and the Borrower fails to give additional security;
 - (ix) Any other event, which in the Lender's sole opinion is likely to have a materially adverse effect on the ability of the Borrower to make payments under this Agreement;
 - (x) If any consent, authorisation, approval or license of or registration with or declaration to governmental or public registration with or declaration to governmental or public bodies or authorities required by the Borrower in connection with the execution, delivery, validity, enforceability or admissibility in evidence of this Agreement or the performance by the Borrower of its obligations hereunder is modified in a manner unacceptable to the Lender or is not granted or revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect;
 - (xi) If, in any balance transfer/ takeover/ refinance case, the existing loan is not closed, the original title deeds are not released and delivered to the Lender, prior charges are not released / satisfied, or the Security in favour of the Lender is not created, perfected or registered within the timeline stipulated by the Lender;
 - (xii) any proceedings are initiated, threatened or admitted under the Insolvency and Bankruptcy Code, 2016 or any other insolvency, bankruptcy, winding-up, restructuring or debt recovery law against the Borrower;
 - (xiii) any attachment, distress, execution, restraint, injunction, acquisition, demolition, sealing, confiscation or similar process is initiated against the Property or any material assets of the Borrower;
 - (xiv) the Borrower is classified as a wilful defaulter, fraud account, non-cooperative borrower, absconding borrower or similar category by any bank, financial institution, credit information company, statutory authority or court;
 - (xv) any material deterioration occurs in the value, condition, title, possession, use, marketability or enforceability of the Property or Security.

8.2. Consequences of Event of Default:

Upon the occurrence of an Event of Default as mentioned in Clause 8.1 above, the Lender shall without prejudice to any other rights, have the rights:

- (i) To recall the Loan and declare all outstanding amounts due immediately;
 - (ii) To suspend/ cancel any withdrawal of undrawn/ unutilized portion of the Loan;
 - (iii) To enforce the Security, including taking possession of the Security whether by itself or through any of the recovery agents or attorneys as may be appointed by the Lender and alienate sell, transfer the same;
 - (iv) To take any other action as it may deem fit for recovery of its dues and enforcement of the Securities.
 - (v) To communicate in any manner it may deem fit, to or with any person or persons including guarantors, person giving reference to loan, with a view to procure assistance of such person or persons in recovering the defaulted amounts including but not limited to visiting the property and/or any place of work of the Borrower;
 - (vi) To require the employer of the Borrower to make deductions from the salary/wages payable by the employer to the Borrower and remit the same to the Lender until the entire outstanding dues of the Borrower under this Agreement are completely discharged.
- 8.3.** On happening of any Event of Default as set out in Clause 8 of this Agreement:

- (i) Such defaulted amount shall carry Penal Charges; and
- (ii) The Borrower shall at its own cost create additional security interest in such form and manner as may be required by the Lender.

8.4. Set Off and Appropriation

The Lender shall be entitled to:

- (i) **Set-off:** Apply any credit balance standing to the account of the Borrower (whether held singly or jointly with any other person) with the Lender or any of its subsidiaries or affiliates, towards satisfaction of any amounts outstanding under this Agreement or any other indebtedness of the Borrower; and
- (ii) **Cross-appropriation:** Appropriate any payment made by the Borrower under this Agreement towards repayment of dues under any other loan agreement or transaction between the Borrower and the Lender, and vice versa; and
- (iii) **Security proceeds:** Apply any surplus sale proceeds of the Security remaining after satisfaction of dues under this Agreement towards any other indebtedness of the Borrower to the Lender.

Any such set-off, appropriation, or application shall be at the Lender's sole discretion, shall be final and binding on the Borrower, and shall be without prejudice to any other rights or remedies available to the Lender under this Agreement or applicable law. The rights of the Lender under this Clause are cumulative and in addition to any general lien or other rights available to the Lender by law or contract.

All payments by the Borrower under the Loan Documents shall be made in full, without any deduction, withholding, set-off, counterclaim, protest, demur, defence or condition of any nature, except as required by Applicable Law. Any dispute regarding computation, charges, security, service issue, insurance claim or any other matter shall not entitle the Borrower to withhold or delay payment of any amount due to the Lender.

9. APPOINTMENT OF THE LENDER AS THE BORROWER'S ATTORNEY

The Borrower hereby irrevocably appoints the Lender as its true and lawful attorney to do and execute for and in the name and on behalf of the Borrower and where the Borrower is more than one individual, jointly and severally, all or any of the acts, deeds and things for the purpose of enforcing the Security. The powers so vested in the Lender shall subsist in favour of the Lender till all dues of the Borrower to the Lender are fully satisfied to the satisfaction of the Lender. The Borrower shall execute a Power of Attorney in favour of the Lender.

10. ASSIGNMENT AND TRANSFER

The Lender shall have a right to sell, assign, transfer or securitize whole or part of the Loan or any other rights under the Loan Documents to any person in a manner or under or under such terms and conditions as the Lender may decide in its sole discretion, without any requirement of obtaining consent from the Borrower. The Borrower shall not transfer or assign the rights under this Agreement without previous written consent of the Lender.

11. DISCLOSURE/ SHARING OF INFORMATION

- 11.1. The Borrower consents to the Lender collecting, using, storing, and sharing any information relating to the Borrower (including KYC documents, identity and address details, financial statements, loan account details, repayment history, and credit information) with credit information companies, the Central KYC Registry (CKYCR), CERSAI, the Reserve Bank of India, other statutory and regulatory authorities, courts, tribunals, law enforcement agencies, authorised agents, service providers, collection agents, assignees, group companies, auditors, and any other person where such sharing is required or permitted under applicable law, or is necessary for the administration, monitoring, servicing, enforcement, or recovery of the Loan.
- 11.2. The list of third-party service providers engaged by the Lender is available on the Lender's website at <https://www.lendingkart.com/thirdparties/>.
- 11.3. The Borrower's consent under this Clause shall survive termination or full repayment of this Agreement to the extent required by applicable law or regulatory directions.
- 11.4. The Lender may obtain credit reports, verification reports, and any other information relating to the Borrower from credit bureaus, banks, financial institutions, and/or third parties, as the Lender may require at any time during the subsistence of the Loan.
- 11.5. **Publication of Default:** The Borrower agrees that if the Borrower commits any breach of any provision of this Agreement or any default or delay in the repayment of the Loan or any amount payable under this Agreement whatsoever which the Borrowers is liable to pay, the Lender shall have the unqualified right to disclose or publish the Borrower's name and particulars (including photographs and particulars of accounts), as a defaulter in such manner as the Lender may deem fit.
- 11.6. The Lender may use the Borrower's personal or financial information for marketing, product recommendations, or cross-selling without a separate, specific consent from the Borrower. Such consent may be withdrawn at any time by written notice to the Lender.
- 11.7. **Data Protection:** The Borrower's personal data shall be processed in accordance with the Applicable Laws, Digital Personal Data Protection Act, 2023 (up to the extent applicable) and the Lender's Privacy Policy available at <https://www.lendingkart.com/legal-compliance/privacy-policy/>. The Borrower may exercise data rights available under applicable law by contacting the Lender at <https://www.lendingkart.com/>. The Borrower confirms that it has read and understood the Privacy Policy of the Lender.

11.8. Force Majeure

The Borrower shall be liable to perform or fulfil its obligations at all point of time and shall not delay/postpone performance, its obligations in whole or in part, even on the ground of any force majeure event such as acts of God, floods, cyclones, earthquakes, fires, wars, riots, strikes, orders of governmental or other statutory authorities.

If the Property is damaged or destroyed by force majeure, insurance proceeds shall first be applied towards outstanding Loan amounts.

11.9. Notice

All notices, requests, demands, waivers or other communications (including Customer Copy of this Agreement, KFS, etc., under or in connection with this Agreement shall be given in writing by mail, e-mail, as mentioned under the Schedule. Any such notice or other communication will be deemed to have been duly given if: (a) delivered personally; (b) sent by registered mail with postage prepaid; (c) sent by next-day or overnight mail/courier or delivery; or (d) sent by email/facsimile. Borrower confirms that all risks shall be fully borne by him and he assumes full responsibility for the same. The Borrower agrees to immediately intimate the Lender of any change in the postal address, email ID and acknowledges that the Lender shall not be liable for any loss or damage that may be caused to the Borrower owing to change in address.

11.10. Severability

Every provision contained in this Agreement shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

11.11. Indemnity

The Borrower shall indemnify, defend and hold harmless the Lender, its directors, officers, employees, representatives, agents, service providers, successors, assigns and transferees from and against all claims, actions, proceedings, losses, damages, liabilities, penalties, costs and expenses, including legal costs, arising out of or in connection with: (a) any breach of the Loan Documents; (b) any misrepresentation, incorrect statement, suppression or omission by the Borrower, Co-Borrower, Security Provider or guarantor; (c) defect in title, possession, value, marketability or enforceability of the Property or Security; (d) non-compliance with Applicable Law; (e) misuse or diversion of Loan proceeds; or (f) enforcement, preservation, protection or recovery of the Loan or Security. This indemnity shall survive repayment, cancellation, assignment, transfer, enforcement and termination of the Loan Documents.

11.12. APPOINTMENT OF THIRD PARTIES BY THE LENDER

- (i) The Lender may appoint agents, service providers or third parties for administration, monitoring or recovery of the Loan and may delegate to them such functions as it deems necessary.
- (ii) The Lender may share relevant Borrower information with such persons for the aforesaid purposes.
- (iii) The list of the third parties engaged by the Lender is available on the website of the Lender - <https://www.lendingkart.com/thirdparties>.

11.13. Further Assurances

The Borrower shall, on demand by the Lender, execute, deliver, update, renew or re-execute such documents, declarations, undertakings, confirmations, mandates, security documents, supplementary agreements, KYC documents, title documents, valuation documents, insurance documents and filings as the Lender may require for the purpose of disbursement, monitoring, servicing, perfection, preservation, enforcement, assignment, securitisation or release of the Loan or Security.

11.14. Waiver

No failure or delay by the Lender in exercising any right shall operate as a waiver. The Lender's rights are cumulative and not exclusive.

11.15. Governing Law, Jurisdiction and Arbitration

This Agreement and the Loan Documents shall be governed by the laws of India.

Subject to the Lender's rights under Applicable Law, the courts and tribunals at Ahmedabad, Gujarat shall have non-exclusive jurisdiction in respect of disputes arising out of or in connection with this Agreement and the Loan Documents.

The Lender may, to the extent permitted by Applicable Law, initiate or continue proceedings before any court, tribunal, forum or authority having jurisdiction over the Borrower and/or the Property and/or the Security.

Nothing in this Agreement shall restrict the Lender from exercising any statutory or other remedy available under Applicable Law, including remedies under SARFAESI, the Recovery of Debts and Bankruptcy Act, 1993, and/or the Insolvency and Bankruptcy Code, 2016.

Subject to the foregoing, any arbitrable dispute arising out of or in connection with this Agreement or the Loan Documents may be referred to arbitration under the Arbitration and Conciliation Act, 1996. The tribunal shall consist of a sole arbitrator to be appointed by the Lender in accordance with the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Ahmedabad, Gujarat. The language shall be English.

11.16. FAIR PRACTICES CODE, CUSTOMER SERVICE & GRIEVANCE REDRESSAL

The Fair Practices Code of the Lender is available on the website at <https://www.lendingkart.com/investors/policies-codes/>, in various vernacular languages which sets the standards for fair business and corporate practices, borrower interactions and service to the borrower.

The Borrower can contact the Lender through any of the communication modes as mentioned on the website at: www.lendingkart.com/regulatory-digital-lending.

11.17. CKYC, CERSAI & AML CLAUSE:

- (i) The Borrower agrees to cooperate fully with the Lender for the purposes of compliance of all the Applicable Laws, including with the Prevention of Money Laundering Act, 2002 (PMLA), Prevention of Money Laundering (Maintenance of Records) Rules, 2005, and RBI Know Your Customer (KYC) Master Direction, 2016 (as amended).
- (ii) The Borrower shall: (i) promptly complete CKYC registration with the Central KYC Registry (CKYCR) if not already done; (ii) notify the Lender of any change in KYC documents or information within 30 days of such change; (iii) submit updated KYC documents within 30 days of any request by the Lender.
- (iii) The Borrower authorises and directs the Lender to register the security interest created under this Agreement with the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) within 30 days of creation of the mortgage, in accordance with Section 23 of the SARFAESI Act, 2002. All costs of CERSAI registration shall be borne by the Borrower.
- (iv) The Borrower confirms that the funds used for repayment of this Loan are from legitimate sources and do not violate PMLA or any other applicable law.

11.18. Record Retention

The Borrower agrees that the Lender may retain documents, information, photographs, KYC records, transaction data, and repayment instruments (including NACH mandates and PDCs) submitted by the Borrower for the period required under Applicable Law or the Lender's policy, whichever is longer. Upon expiry of such period, the records shall be deleted or destroyed in accordance with Applicable Law and/or the Lender's policy.

Signed and delivered by the within named Borrower:

Date: _____

1. _____

Borrower Name: _____ — Signature of the Borrower

2. _____

Co-Borrower Name: — Signature of the Co-Borrower

Signed, and Delivered by the within named Lender,

Lendingkart Finance Limited

through its authorized official.

Employee Name : _____

Employee ID No.: _____

Employee Signature : _____

Key Terms Explained

- i. **Dues** shall mean the principal/interest/any charges levied on the loan account which are payable within the period stipulated as per the terms of sanction of the credit facility.
- ii. **Overdue** shall mean the principal/interest/any charges levied on the loan account which are payable, but have not been paid within the period stipulated as per the terms of sanction of the credit facility. In other words, any amount due to the Lender under any credit facility is 'overdue' if it is not paid on the due date fixed by the Lender.
- iii. **Non-Performing Asset (NPA)** - is a loan or an advance where the interest and /or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan.
- iv. **"First In First Out" (FIFO) –**
The relevance of 'First in First Out'(FIFO) is in appropriation of payments into the borrower account. The Principle of FIFO i.e., 'First In First Out accounting method is relevant to arrive at the No of days of overdue for determining the SMA/NPA status. The FIFO principle assumes that, the oldest outstanding dues in the loan account needs to be cleared first. The FIFO method thus requires that what is due first must be paid by the borrower first.
For example:- If in any loan account as on 01.02.2021 there are no overdues and an amount of Rs. X is due for payment towards principal instalment/interest/charges any payment being credited on or after 01.02.2021 in the loan account will be used to payoff the dues outstanding on 01.02.2021. Assuming that nothing is paid/or there is partial payment (Rs Y) of dues during the month of February, the overdue as on 01.03.2021 will be Rs. X-Y.
Additionally, an amount of Rs Z becomes due as on 01.03.2021. Now any payment partial payment into the account on or after 01.03.2021 will be first utilized to payoff the partial due of 01.02.2021(RsX-RsY). If there is more recovery that the Rs. X- Rs. Y then after recovering dues of 01.02.201, the remaining amount will be treated as recovery towards due of 01.03.2021.
- v. **Age of Oldest Dues –**
The age of oldest dues is reckoned in days from the date on which the oldest payment is due and continues to remain unpaid. In the aforesaid illustration, if the Dues relating to 1st February 2021 remain unpaid till 01.03.2021, the age of the oldest dues is reckoned as 29 days on 02.03.2021
- vi. **Out of Order -**
An account shall be treated as "out of order" if
- the outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit /drawing power for 90 days or
 - the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the precious 90 power but credits are not enough to cover the interest debited during the previous 90 days period.
- vii. **Classification as Special Mention Account (SMA) and Non- Performing Asset (NPA)**
Lending institutions will recognize the incipient stress in loan accounts, immediately on Default, by classifying them as Special Mention Accounts (SMA) The basis of classification of SMA /NPA Category shall be as follows:

Loans other than revolving facilities		Loans in the nature of revolving facilities like cash credit/overdraft	
SMA Sub-categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA-0	upto 30 days	SMA-0	upto 30 days
SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days

viii. Amortization Schedule / Repayment Schedule:

The Amortization Schedule shall be provided separately after the disbursement of loan and shall consist details pertaining to exact due dates for repayment of loan, breakup between principal and interest, in case of loan facilities with moratorium on payment of principal and or interest, the exact date of commencement of repayment etc., shall also be specified in the said amortization schedule.

Illustrative movement of an account to SMA category to NPA category based on delay in on-payment of dues and subsequent upgradation to Standard category at day end process (Annexure to point vi. under dd above):

Due date of Payment	Payment Date	Payment Covers	Age of Oldest dues in days	SMA / NPA Categorization	SMA since Date / SMA class date	NPA Categorization	NPA Date
01.01.2022	01.01.2022	Entire dues upto 01.01.2022	0	NIL	NA	NA	NA

01.02.2022	01.02.2022	Partly paid dues of 01.02.2022	1	SMA - 0	01.02.2022	NA	NA
01.02.2022	02.02.2022	Partly paid dues of 01.02.2022	2	SMA - 0	01.02.2022	NA	NA
01.03.2022		Dues of 01.02.2022 not fully paid 01.03.2022 is also due at EOD 01.03.2022	29	SMA - 0	01.02.2022	NA	NA
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA - 0	01.03.2022	NA	NA
		No payment of full dues of 01.02.2022 and 01.03.2022 at EOD 03.03.2022	31	SMA - 1	01.02.2022/ 03.03.2022	NA	NA
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not fully paid at EOD 1.03.2022	1	SMA - 0	01.03.2022	NA	NA
01.04.2022		No payment of dues of 01.02.2022, 01.03.2022 and amount due on 01.4.2022 at EOD 01.04.2022	60	SMA - 1	01.02.2022/ 03.03.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.04.22 at EOD 02.04.2022	61	SMA - 2	01.02.2022/ 02.04.2022	NA	NA
01.05.2022		No payment of dues of 01.02.2022 till 01.05.22 at EOD 01.05.2022	90	SMA - 2	01.02.2022/ 02.04.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022	91	NPA	NA	NPA	02.05.2022
01.06.2022	01.06.2022	Fully Paid dues of 01.02.2022 at EOD 01.06.2022	93	NPA	NA	NPA	02.05.2022
01.07.2022	01.07.2022	Paid entire dues of 01.03.2022 & 01.04.2022 at EOD 01.07.2022	62	NPA	NA	NPA	02.05.2022
01.08.2022	01.08.2022	Paid entire dues of 01.05.2022 & 01.06.2022 at EOD 01.08.2022	32	NPA	NA	NPA	02.05.2022
01.09.2022	01.09.2022	Paid entire dues of 01.07.2022 & 01.08.2022 at EOD 01.09.2022	1	NPA	NA	NPA	02.05.2022
01.10.2022	01.10.2022	Paid entire dues of 01.09.2022 & 01.10.2022	0	Standard Account with No Overdues	NA	NA	STD from 01.10.2022

Note - Examples are illustrative and not exhaustive in nature covering common scenarios and that the IRACP norms and clarifications provided by RBI on the subject will prevail. The Borrower confirms that it has read and understood the classification of loan account as SMA and NPA, as available on the website (<https://lendingkart.com>).

SCHEDULE – I

Loan Sanction Terms

Particulars	Details																								
Loan Application Number																									
Date of Sanction Letter																									
Date of Loan Agreement																									
Place of Execution of Loan Agreement																									
Branch of the Lender																									
Type of Loan																									
Purpose																									
Sanctioned Loan Amount																									
Disbursement Amount	 The Disbursement Amount is subject to change based on the applicable fees and charges, and third-party products, if any, opted by the borrower, to be deducted upfront from the Sanctioned Loan Amount.																								
Disbursement Schedule (Disbursement in stages or 100% upfront)																									
Availability Period																									
Loan Tenure	 months																								
Rate of Interest	 % per annum, calculated on a monthly reducing balance basis Note: The approach for the gradations of risk and the rationale for charging different rate of interest to different categories of borrowers is available in the Lendingkart's Policy on Interest Rate, Penalties and Other Charges which is available at https://www.lendingkart.com/legal-compliance/regulatory/																								
Type of Rate of Interest	 Rate of Interest																								
Repayment Details	Instalment Amount: each Number of Instalments: Payable: Please refer to Annexure 1 : Part 4: of this Agreement: "Indicative Repayment Schedule". The final repayment schedule may vary depending on the date of disbursement. The final repayment schedule will be shared upon disbursement of the Loan.																								
Estimated Total Interest Payable	Total estimated interest payable over the Loan Tenure is (Note: The Estimated Total Interest Payable does not comprise of the Broken Period Interest (BPI) and BPI applicable is a one-time charge, to be paid along with first instalment)																								
Primary Repayment Mode	NACH																								
Secondary Repayment Mode																									
Security Details	Name/s of Security Provider/ Mortgagor(s): Mode of creation of Security: Details and description of the Security:																								
Fees/ Charges (will be deducted out of the Sanctioned Loan Amount – one time charges)	As per Key Facts Statement mentioned below																								
Broken Period Interest (BPI) (a one-time charge, to be collected along with first instalment)	 + GST @ % (The interest amount payable by the Borrower at the Rate of Interest on the Sanctioned Loan Amount, from the date of disbursement of the Loan by the Lender, up to the date immediately prior to the date of commencement of instalment.)																								
Insurance: (In case of opting-in, insurance fees/ charges except for property insurance will be deducted upfront from the Sanctioned Loan Amount and shall be paid by Lendingkart on behalf of the Borrower to the respective third party / insurance provider)	The Borrower has an option to purchase/ avail Insurance. Insurance is an optional product(s) which is provided by third parties. By opting for Insurance, the below mentioned terms will be applicable: 1. Insurance: <table><thead><tr><th>Insurance Product</th><th>Insurance Provider</th><th>Coverage/ Benefits/ Features</th><th>Charges (including GST)</th></tr></thead><tbody><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td colspan="3">Total Premium</td><td></td></tr><tr><td colspan="4">Manner of computation of Total Premium amount - Illustration</td></tr></tbody></table>	Insurance Product	Insurance Provider	Coverage/ Benefits/ Features	Charges (including GST)													Total Premium				Manner of computation of Total Premium amount - Illustration			
Insurance Product	Insurance Provider	Coverage/ Benefits/ Features	Charges (including GST)																						
Total Premium																									
Manner of computation of Total Premium amount - Illustration																									

	Insurance Product	Insurance Provider	Coverage/ Benefits/ Features	Charges (including GST)
	Age	Age + 1	Total Premium	
	The Insurance product, the insurer, premium, are subject to change based on the sanction amount, loan tenure, actual age of the Borrower/Co-borrower on the date of disbursement. Please visit https://www.lendingkart.com/legal-compliance/general-terms-and-conditions/, for other terms and conditions, product features, and details regarding other insurance companies and their products. The Borrower may reach out to the Lender in case the Borrower wishes to avail the Insurance through any of the insurance company. Other terms and conditions: a. Insurance will be subject to its terms and conditions. b. The Borrower will be contacted by the insurance provider. c. Insurance provider will provide requisite information to the Borrower, for e.g. insurance details, commencement date of the insurance, validity period of the insurance, etc. d. Insurance cover will come into effect from the date of disbursement or such other date when the insurance company notifies the same to the Borrower, whichever is later. e. Any queries/ complaints regarding third party products shall be addressed/ resolved by the respective insurance company. Lendingkart will facilitate the Borrower in resolving the query/ complaint thereto.			
List of Collection Agencies	The list of the collection/ recovery agencies of Lendingkart is available at: https://www.lendingkart.com/regulatory-digital-lending			
Nodal Grievance Redressal Officer	Grievance Redressal Officer (GRO): Name: Ketan Sali Designation: Senior Manager – Customer Service Contact Number: +91 – 6358874622 (10:30 am to 6:00 pm from Monday to Friday except on public holidays) Email ID: grievance.redressal@lendingkart.com Lendingkart’s Grievance Redressal Machinery will also deal with the issue relating to services provided by the outsourced agency. Principal Nodal Officer (PNO): Name: Sayanendu Chatterjee Designation: Senior Director Contact Number: +91 – 7069087586 (10:30 am to 6:00 pm from Monday to Friday except on public holidays) Email ID: nodalofficer@lendingkart.com			

SCHEDULE II

Details of the Borrower, the Co-borrower (if any), the Security Provider(s)

Borrower

Name of the Borrower	
Is the Borrower also a Security Provider	
Constitution	
Registered Address	
Principal Place of Business	
Contact No.	
Email Id.	
Business	

Co-borrower

Name of the Co-Borrower	Is the Co-Borrower also a Security Provider	Date of Birth	Permanent Account Number	Address	Contact No.	Email Id.

LENDINGKART

Annexure – I
Key Facts Statement
(Secured Business Loan)

Part 1: Interest rate, fees and charges

1	Loan Proposal/Account No.		Type of Loan	Secured Business Loan (Term Loan)		
2	Sanctioned Loan amount (in Rupees)					
3	Disbursal schedule (i) Disbursement in stages or 100% upfront.					
	(ii) If it is stage wise, mention the clause of loan agreement having relevant details		Please refer to the clause " Disbursement" of Loan Agreement			
4	Loan term (months)					
5	Instalment details					
	Type of instalments	Number of EPIs/ EMIs	EPI/EMI (₹)	Commencement of repayment, post sanction		
	Monthly			, post disbursal		
6	Interest rate (%) and type		%	Fixed		
7	Fee/ Charges (Excluding of taxes such as GST)					
			Payable to the Lender (A)		Payable to a third party through Lender (B)	
			One-time/ Recurring	Amount (in ₹)	One-time/Recurring	Amount (in ₹)
	(i)	Login Fees	One-time			
	(ii)	Processing fees	One-time			
	(iii)	Insurance charges (if opted-in)			One-time	
	(iv)	*Administrative Charges (Non-Refundable)	One-time	-		
	(v)	Legal & Valuation Charges	One-time	-		
	(vi)	CERSAI Charges	One-time	-		
8	Annual Percentage Rate (APR)		% per annum inclusive of GST <i>(The Annual Percentage Rate (APR) is the effective annualized interest rate (in percentage) charged to a borrower. It represents the total annual cost of borrowing. In addition to the interest rate, it includes processing fees, login fees/Initial Money Deposit (IMD) and charges related to insurance/other cross-sell product offered, as applicable. (computed on net disbursed amount using IRR approach and reducing balance method)</i>			
9	Details of Contingent Charges (in ₹ or %, as applicable)- exclusive of taxes/ other statutory levies that may be charged to the Borrower if applicable as per Government/ RBI directives					
	Type of Charge/Fees	Applicable Charges		GST Application		
(i)	Penal charges, if any, in case of delayed payment	0.1% (zero-point one percent) per day or 36% (thirty six percent) per annum on the overdue EMI (i.e. principal and interest) for the period between the Due Date till the receipt of the entire overdue amount		Exclusive		
(ii)	Foreclosure / Prepayment Charges (applicable on Fixed-rate loan)	<=1 Year: 5% of Principal Outstanding >1 Year & <=2 Years: 4% of Principal Outstanding >2 Years & <=3 Years: 3% of Principal Outstanding >3 Years: 2% of Principal Outstanding		Exclusive		

(iii)	Part Payment Charges (applicable on Fixed-rate loan)	25% of outstanding loan (o/s. balance) can be paid in a financial year without any prepayment charges Any prepayment over and above-mentioned threshold, the Borrower shall be required to pay prepayment charges of 3% of the principal prepaid	Exclusive
(iv)	Other Charges (as applicable)		
	Login Fees	INR 5,900 /- One-time (non-refundable)	Inclusive
	Stamp Paper charges on Loan Documents	Waived	NA
	EMI Bounce Charges	INR 1,180 /- per instance	Inclusive
	Repayment Mode Swap Changes	INR 1,180 /- per swap per instance	Inclusive
	EMI/Tenure Change Charges	INR 2,950 /- per instance	Inclusive
	Duplicate Interest Certificate (Provisional/Actual) Issuance Charges	INR 590 /- per instance	Inclusive
	Duplicate NOC (No Objection Certificate)/ No Due Certificate	INR 1,180 /- per instance	Inclusive
	Loan cancellation/Rebooking	INR 5,000/- + interest charges up to cancellation date	Exclusive
	Charges for List of Document	INR 1,180 /- per instance	Inclusive
	Documents Retrieval / Issuance of Photocopies of Property Documents	INR 2,950 /- per instance	Inclusive
	Other Statutory / Mortgage creation charges e.g. Stamp duty, MODTD (Memorandum of Deposit of Title Deeds), RM (Registered Mortgage), etc.	At Actuals	As per actuals
	Legal, Repossession & Incidental Charges	At Actuals	As per actuals
	Property Swap Charges	INR 5,900 /- per instance	Inclusive
	NACH registration or activation	INR 30/- per instance	Inclusive
	Field Collection Charges	INR 0/- per instance	Inclusive

Applicable GST, Tax, other government taxes and levies as applicable will be levied on all fees and charges. The stipulated Schedule of Charges is subject to be revised from time to time by the Lender as will be updated on the official website of the Lender at <https://www.lendingkart.com/legal-compliance/schedule-of-charges/>

Annexure I: Part 2: Other Qualitative Information

1	Clause of Loan agreement relating to engagement of recovery agents	Please refer to the clause "Consequences of default" & "Appointment of Recovery Agent by the Lender" of Loan Agreement
2	Clause of Loan agreement which details grievance redressal mechanism	Please refer to the clause "Customer Service & Grievance Redressal" of Loan Agreement
3	Phone number and email id of the nodal grievance redressal officer	Grievance Redressal Officer (GRO): Name: Ketan Sali Designation: Senior Manager – Customer Service Contact Number: +91 – 6358874622 (10:30 am to 6:00 pm from Monday to Friday except on public holidays) Email ID: grievance.redressal@lendingkart.com Lendingkart's Grievance Redressal Machinery will also deal with the issue relating to services provided by the outsourced agency. Principal Nodal Officer (PNO): Name: Sayanendu Chatterjee Designation: Senior Director Contact Number: +91 – 7069087586 (10:30 am to 6:00 pm from Monday to Friday except on public holidays) Email ID: nodalofficer@lendingkart.com
4	Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/ No)	Yes
5	In case of digital loans, following specific disclosures may be furnished:	

(i)	Cooling off period, in terms of RE's board approved policy, during which borrower shall not be charged any penalty on prepayment of loan	The Borrower can prepay the entire loan / cancel the Loan by paying the entire principal amount and the proportionate APR without any penalty during the 'cooling-off period' as stated below: 1. In case of Non-BT (Balance Transfer) cases, maximum of 5 calendar days, from the date of the disbursement of the Loan by the Lender. 2. In case of BT (Balance Transfer) cases, maximum of 15 calendar days, from the date of the disbursement of the Loan by the Lender. <i>Note:</i> Login Fee and Processing Fee are non-refundable.
(ii)	Details of LSP acting as recovery agent and authorized to approach the borrower	The list of the collection/ recovery agencies of Lendingkart is available at: https://www.lendingkart.com/thirdparties/

Annexure I: Part 3: Computation Annual percentage rate (APR)

Illustration for computation of APR for retail and MSME loans		ANNEXURE B
Sr. No.	Parameter	Details
1	Sanctioned Loan amount (in Rupees)	
2	Loan Term (in years/ months/ days)	 months
a)	No. of instalments for payment of principal, in case of non-equated periodic loans	NA
b)	Type of EPI/EMI	Monthly
	Amount of each EPI (in Rupees)	
	Nos. of EPIs	
c)	No. of instalments for payment of capitalized interest, if any	NA
d)	Commencement of repayments, post sanction	, post disbursal
3	Interest rate type (fixed or floating or hybrid)	Fixed
4	Rate of Interest	 %
5	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in Rupees)	
6	Fee/ Charges payable (in Rupees)	
	A Payable to the Lender	
	B Payable to third-party routed through Lender	
7	Net disbursed amount (in Rupees)	
8	Total amount to be paid by the borrower (sum of 1 and 5) (in Rupees)	
9	Annual Percentage rate- Effective annualized interest rate (in percentage)	 %
10	Schedule of disbursement as per terms and conditions	
11	Due date of payment of instalment and interest	, post disbursal

Annexure I: Part 4: Indicative Repayment Schedule

The indicative repayment schedule is separately shared with the Borrower, based on the assumption that Facility is fully disbursed. In the event there is a difference in the disbursal dates/ amounts, the Repayment Schedule is subject to change. The repayment schedule will be shared after (each) loan disbursal.

Annexure I: Part 5: Description of Loan/Facility

Sr. No.	Particulars	Details
1.	Place of Agreement	
2.	Date of Agreement	
3.	Address of the Branch Office of LFL and for the purpose of service of Notices	
4.	Type of Facility	Secured Business Loan (Term Loan)
5.	Purpose	

6.	Details of Sanction Letter	Dated: _____ Ref no: _____
7.	Security - Details of Property and its description (details and description of immovable property)	1. Mortgage over- Property Address: Property Type: Mortgage Type: Area in sq.ft. of the property: Value of Property:
8.	Other Conditions	—
9.	Loan to Value Ratio	
10.	Disbursement	
	Mode and Manner of Disbursement of the Facility	
11.	Repayment	
	Mode and Manner of Repayment	
12.	Insurance Premium (if applicable)	
13.	Date on which annual outstanding balance statement will be issued	On demand by the Borrower
14.	Jurisdiction (Please insert the place of disbursement)	

End Use Declaration:

I/We refer to the Loan Application as mentioned above under 'Schedule – I - Loan Sanction Terms' submitted by us to Lendingkart Finance Limited ("Lender") for availing a Business Loan from the Lender.

We hereby declare that the Loan shall be used only for the purpose of _____ and shall not be used for any other purpose whatsoever, without the prior written consent of the Lender.

The purpose mentioned above is legal, valid, and not speculative.

We acknowledge and agree that the Lender has the absolute right to monitor, verify, and inspect the end-use of Loan funds, including requesting supporting documents and conducting physical verification. We shall fully cooperate with the Lender in any end-use monitoring or verification exercise and shall promptly provide all information, documents, records, explanations, access, and assistance reasonably requested by the Lender for such purpose, including facilitating site visits and physical inspections.

We understand that any breach of this Declaration shall constitute an Event of Default under the Loan Documents executed/ to be executed with the Lender, and the Lender shall have all the rights as mentioned in the Loan Documents, including to recall the loan, enforce the security, etc. We shall indemnify and hold harmless the Lender from all claims, losses, penalties, or legal action arising from our misuse of the Loan or breach of this Declaration.

Borrower:	
Company: The common Seal of _____ Pvt. Ltd. The Borrower within named has been affixed hereunto in the presence of: Mr./Ms. _____ Mr./Ms. _____ Mr./Ms. _____ Mr./Ms. _____ Mr./Ms. _____ Directors of the Borrower in pursuance of the Board Resolution dated _____ and they have signed below the Seal to confirm that the Seal was affixed in their presence <i>Note: Common Seal to be affixed hereunto if required in accordance with applicable law and the constituent documents of the executing party.</i>	Limited Liability Partnership: Mr./Ms. _____ Mr./Ms. _____ Mr./Ms. _____ Mr./Ms. _____ Mr./Ms. _____ All partners of M/s. _____ the Borrower within-named both in their individual capacity and as partners of the firm
SIGNED AND DELIVERED BY	
Sole Proprietary Firm: Mr./Ms. _____ Sole Proprietor/Proprietress of M/s. _____ the Borrower within-named both in individual capacity and as proprietor of the firm. Individual: Mr./Ms. _____ the Borrower within-named	Partnership Firm: Mr./Ms. _____ Mr./Ms. _____ Mr./Ms. _____ Mr./Ms. _____ Mr./Ms. _____ All partners of M/s. _____ the Borrower within-named both in their individual capacity and as partners of the firm

Co-Borrower 1:**Company:**

The common Seal of _____ Pvt. Ltd. The **Borrower** within named has been affixed hereunto in the presence of:

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Directors of the **Borrower** in pursuance of the Board Resolution dated _____ and they have signed below the Seal to confirm that the Seal was affixed in their presence

Note: Common Seal to be affixed hereunto if required in accordance with applicable law and the constituent documents of the executing party.

Limited Liability Partnership:

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

All partners of M/s. _____

the **Borrower** within-named both in their individual capacity and as partners of the firm

SIGNED AND DELIVERED BY**Sole Proprietary Firm:**

Mr./Ms. _____

Sole Proprietor/Proprietress of M/s. _____

the **Borrower** within-named both in individual capacity and as proprietor of the firm.

Individual:

Mr./Ms. _____

the **Borrower** within-named

Partnership Firm:

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

All partners of M/s. _____

the **Borrower** within-named both in their individual capacity and as partners of the firm

Post Disbursal Document (PDD) Submission Declaration

Date:

To,
Lendingkart Finance Limited
Branch

Dear Sir / Madam,

Subject- Submission of post disbursement documents for Loan Application No.

This is with reference to financial assistance in the nature of Secured Business Loan (Term Loan) not exceeding (the "Facility") sanctioned by Lendingkart Finance Limited (the "Lender") to (the "Borrower(s)") on the terms and conditions stipulated under the facility agreement dated (the "Loan/Facility Agreement") and other transaction documents ("Transaction Documents").

I / We am / are required to submit the following documents ("Document(s)") as per the due dates mentioned below at the nearest LFL Branch.

Sr No	Document Name	Due Date for submission
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

I hereby agree that any breach or default in complying with the aforesaid conditions shall constitute an event of default under the terms and conditions of the Transaction Documents and the Lender may, in its sole discretion levy charges / recall / cancel the Facility for non-submission of Document(s).

Signature

CUSTOMER DECLARATION

(Not required if the language understood is English)

The contents of below mentioned documents have been read over and translated into and explained to below mentioned (Borrower/Co-Borrower) and he/she/they having understood the contents thereof.

List of Documents:

1. Loan Agreement
2. Key Fact Statement
3. Repayment Schedule
4. Memorandum of Deposit of Title Deeds/Deed of Simple Mortgage
5. Affidavit Cum Undertaking
6. Declarations & Power of Attorney, if applicable
7. Post Disbursal Document Submission Declaration
8. Please mention other documents, if any:

Name of Borrower:

Name of Co-Borrower 1:

Declarant's Name & Address. Signature of Declarant (Not required if the language understood is English)	Signature & Stamp of LFL Date: Place:
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Accepted by Borrower:

Name of Borrower: Signature:

Name of Co-Borrower 1: Signature: