

USER AGREEMENT SUMMARY

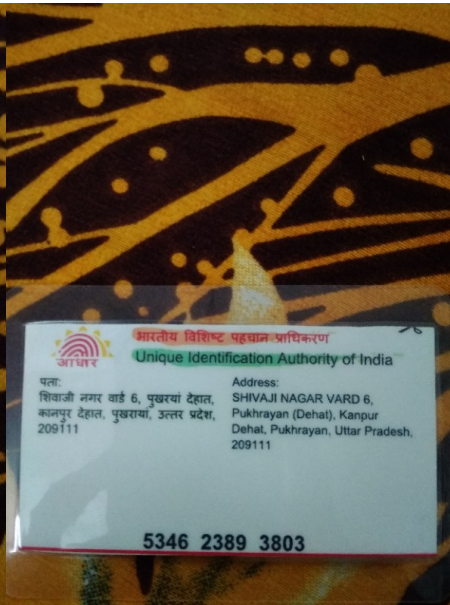
Customer Personal Information	
Full Name	shikha
DOB	1998-01-01T00:00:00
Gender	Female
Email	shikhakatiyar98@gmail.com
Mobile	+917903626271
Aadhar Number	534623893803
Referred By	20GYL
Document Identification	r58zvV9xLmd
Customer College Information	
College Name	LOVELY PROFESSIONAL UNIVERSITY - LPU JALANDAR, PHAGWARA, PUNJAB, INDIA
College Address	Jalandhar-Delhi G.T. Road, National Highway 1
Course	B.tech
Current Year	4
College Roll Number	11503458
Customer Residence Information	
Address Type	Hostel/PG
Building	room no 229,Gh 3 Lovely professional university
Locality	phagwara
Landmark	None
City	jalandhar
Pincode	144411
State	None

User Documents

Aadhar - side 1

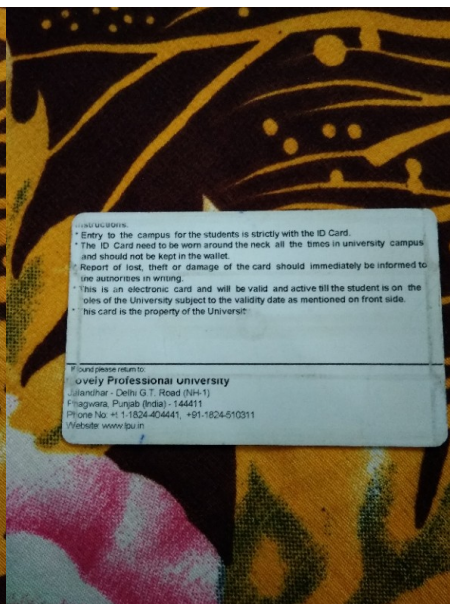
Aadhar - side 2

Selfie - side 1



Student ID - side 1

Student ID - side 2



:37:55.723178 between shikha (Mobile - +917903626271, Aadhar Number - 534623893803) and DMI Finance Pvt. Ltd using RedCarpet App.

SCHEDULE OF CHARGES *

Interest Rate	2% to 3% per month on total credit amount for EMI duration and credit profile.		
Processing Fee:	For Term Loan 2% per month on disbursement amount, subject to minimum of Rs100 + GST as applicable For Card Rs750 + GST as applicable	Reload Fees	Rs 60 + GST as applicable on every Rs 2000 of credit amount available on card.
Cash/Cheque Collection Fees	Rs 100 + GST as applicable per instance	Term / Validity	Upto 12 months for Term Loans. Card validity 1 year from date of issue
Payment Bounce Fees	Rs 200 + GST as applicable per instance	Late Payment Fees	2% per month on the overdue installment, subject to minimum of Rs 100 + GST as applicable
Overdue Recovery Fees	2% of outstanding principal amount, subject to minimum of Rs.500 + GST as applicable	Overlimit Fees	2% of amount over limit, subject to minimum of Rs. 200 + GST as applicable

* Charges applicable as on date. Charges are subject to change without any notice. Refer to <https://www.redcarpetup.com/legal> for updated schedule of charges.

UNDERTAKING

- I/We hereby apply for a finance facility for the short term personal facility ("Credit Facility") mentioned in this application. I/We declare that all the particulars and information and details given/filled in this Application Form are true, correct, complete and up-to date in all respects and no information has been withheld. I/We understand that the information given in this application shall form the basis of any facility that RedCarpet Tech Pvt Ltd ("RedCarpet") or its lending partner DMI Finance Private Limited ("DMI") may decide to grant to me/us. I/We further confirm that I/we am/are aware of all terms and conditions of availing finance from RedCarpet and DMI. I/We authorize RedCarpet and/or DMI to make reference and inquire relating to information in this application which DMI considers necessary, including from the banks where I hold bank accounts. I/We authorize DMI or RedCarpet to procure my /our PAN No/copy of my/our PAN Card, other identity proof and Bank Account details from time to time, exchange, part with/share all information relating to my/our facility details and repayment history with other banks/financial institutions /CIBIL etc. and periodically obtain / generate CIBIL, Experian, Hunter and such other reports as may be required and shall not hold DMI or RedCarpet liable for use of this information. I/we also give consent and authorize RedCarpet to use all information available on my mobile device, including contacts, call logs and SMSs, once I/we download the RedCarpet mobile app, for the purpose of verification, processing, monitoring and collection of this Credit Facility as may be required and shall not hold DMI or RedCarpet liable for use of this information. I/we give consent and authorize RedCarpet or DMI to verify information in this application and to receive and exchange information about me, including Aadhaar demographic verification and requesting reports from my College, Bank, consumer credit or references. I/We confirm that there are no criminal or insolvency proceedings against me/us and. I/ We declare that RedCarpet, DMI or its employees/ representatives / agents/ service providers are not liable for any payment made by us to the person collecting this Application Form or with the Application Form.
- I/We, would like to know through telephonic calls, or SMS on my mobile number mentioned in the Application Form as well as in this undertaking, or through any other communication mode, transactional information, various facility offer schemes or facility promotional schemes or any other promotional schemes which may be provided by DMI or Redcarpet and hereby authorize DMI/ Redcarpet and their employee, agent, associate to do so. I confirm that laws in relation to the unsolicited communication referred in "National Do Not Call Registry" (the "NDNC Registry") as laid down by TELECOM REGULATORY AUTHORITY OF INDIA will not be applicable for such communication/calls/ SMSs received from DMI/ Redcarpet, its employees, agents and/or associates. I/We, acknowledge that Redcarpet and DMI are independent of each other and I/we will not have any claim against DMI for any facility or other facility arranged/ provided by Redcarpet which is not sanctioned/ disbursed by DMI. I acknowledge that DMI does not in any manner make any representation, promise, statement or endorsement in respect of any other product of services which may be provided by Redcarpet and will not be responsible or liable in any manner whatsoever for the same.
- I agree that I have read the Terms and Conditions of use, defined at website www.redcarpetup.com/legal and agree to be bound the same if and when the Facility is provided to me. I/we do hereby expressly and irrevocably authorize DMI / Redcarpet to collect, store, share, obtain, disclose and authenticate any aspect of my personal information / KYC either directly or through any of the authorized agencies. In this regard, I / we expressly and irrevocably authorize DMI/ Redcarpet to collect, use, verify and authenticate my / our personal identity information / KYC in any manner without any notice to me / us. authenticate any aspect of my personal information / KYC either directly or through any of the authorized agencies. In this regard, I / we expressly and irrevocably authorize DMI/ Redcarpet to collect, use, verify and authenticate my / our personal identity information / KYC in any manner without any notice to me / us.

GENERAL TERMS AND CONDITIONS OF LOAN

THESE GENERAL TERMS AND CONDITIONS OF LOAN ("GC") have been agreed between DMI Finance Private Limited, registered under the Companies Act 1956 and having its registered office at Express Building, Third Floor, 9-10, Bahadur Shah Zafar Marg, New Delhi – 110002 ('DMI Finance' which shall mean and include its successors and assigns) of the FIRST PART and the borrower/ co-borrowers as detailed in Schedule (collectively and individually "Borrower" which shall include his/her/their heirs, legal representatives, administrators and executors and in case of a Borrower which is a partnership, shall include its partners).

Borrower may seek from DMI Finance and DMI Finance may grant a revolving loan facility to the Borrower as per the terms of this GC and Loan Details Sheet executed between them..

THE PARTIES AGREE AS FOLLOWS:

#####1. DEFINITIONS

1.1 The terms and expressions contained in these GC and the Loan Application Form are defined as under:

"Availability Period" shall mean the period within which the Borrower can request a Drawdown from the Facility and is as detailed in the Loan Detail Sheet, but not exceeding 12 months from the date of executing of these GC by the Borrower

"Available Facility Amount" means at any point of time the undrawn amount of the Facility, including any amount of the Facility which becomes available pursuant to any repayment or prepayment of all or part of any previous Drawdown.

"Borrower's Dues" means all sums payable by the Borrower to DMI Finance, including outstanding Facility, Interest, all other charges, costs and expenses;

"Business Day" means normal working hours on a day on which scheduled banks are open for business in New Delhi.

"Drawdown" shall mean each drawdown of the Facility within the Availability Period and as per the terms of the Financing Documents, including drawdown of any amount becomes available against the Facility pursuant to prepayment/ repayment of any earlier Drawdown.

"Due Date" in respect of any payment means the date on which any amount is due from the Borrower to DMI Finance.

"EMI" means the equal monthly amount to be paid by the Borrower towards repayment of all outstanding Drawdowns and payment of Interest (if applicable) as per Financing Documents.

"Facility" means the maximum drawdown limit granted by DMI Finance to the Borrower as per Loan Details Sheet, which is available to the Borrower as a revolving credit.

"Financing Documents" means these GC, the Loan Application, the Loan Sheet, including the Annexures hereto and any documents executed by the Borrower or as required by DMI Finance, as amended from time to time;

"Loan Application" means the application in the prescribed form as submitted from time to time by the Borrower to the DMI Finance for seeking financing;

"Loan Details Sheet" means the Loan Details Sheet executed between DMI Finance and Borrower from time to time.

"Material Adverse Effect" means any event which in DMI Finance's opinion would have an adverse effect on (i) Borrower's ability to pay the Borrower's Dues or (ii) recoverability of the Borrower's Dues.

"Overdue Interest Rate" means the default interest as prescribed in the Loan Detail Sheet which is payable on all amounts which are not paid on their respective Due Dates;

"Product" means each product purchased by the Borrower from any Vendor utilizing the Facility or part thereof.

"Vendor" shall mean the vendors, including e-commerce website as approved by DMI from time to time in respect of which financing would be provided by DMI Finance for purchase of any products .

#####2. DISBURSEMENT

2.1 The Borrower may at any time during the Availability Period request disbursement of any amount to the extent of the Available Facility Amount. DMI shall have the sole and absolute discretion to allow or reject Drawdown against such request. The Facility is in the nature of a revolving credit and the Available Facility Amount may change during the Availability Period on account of prepayments/ repayments of earlier Drawdowns:

2.2 Notwithstanding anything contained in this GC, DMI Finance shall have the absolute right to cancel or refuse any further Drawdowns from the Facility at its sole discretion as it may deem fit, including on account of any change in credit evaluation of the Borrower.

2.3 Disbursement of any Drawdown directly to any Vendor / seller or its authorized person for any Product/service shall be treated as having been disbursed to the Borrower. A Drawdown shall be provided only for purchase of Products and shall be used only for such purpose.

2.4 The Borrower shall pay non-refundable processing charges as stated in the Loan Details Sheet, along with service tax thereof, which may be added as a deemed disbursement to the first Drawdown. The Borrower will accordingly be liable for entire Drawdown including the amount towards the non-refundable processing charges as stated in the Loan Details Sheet, along with service tax thereof and Interest (if any) thereon.

2.5 It is hereby clarified that in the event the Borrower does not request the first Drawdown of the Facility within 60 days of the execution of the Financing Documents, the Lender shall have the right to forthwith terminate all Financing Documents and cancel the grant of the Facility to the Borrower.

#####3. INTEREST AND REPAYMENT

3.1 The Borrower will pay Interest (if applicable) on each Drawdown made by the Borrower of the Facility and all other amounts due as provided in Loan Details Sheet which shall become payable upon the footing of compound interest with monthly rests. The Borrower acknowledges that in case of identified Products with identified Vendors, Drawdown may be allowed on zero interest basis and in such cases the return shall be made available to DMI Finance by way of one-time non-refundable upfront discount provided by Vendors on selected Products as mutually agreed between DMI Finance and Vendor / its authorized representative. The Borrower shall not have any objection to any such benefit/ discount made available to DMI Finance. The Borrower will continue to be liable for the entire Drawdown amount irrespective of such discount and shall pay the full amount for each Drawdown. However, in such cases, in the event the installment is not paid on the Due Date, all overdue amounts shall accrue Interest at the prescribed rate ("Overdue Interest Rate") which shall be computed from the respective due dates for payments and shall become payable upon the footing of compound interest with monthly rests.

3.2 The tenure of each Drawdown shall be as provided in the Loan Detail Sheet. EMI shall be as calculated by DMI Finance as required for amortization of Drawdowns within their respective tenure and Interest payable thereon and not exceeding the maximum EMI as provided in the Loan Detail Sheet provided that each EMI shall be payable in advance. EMI shall only be towards principal outstanding and Interest thereon and does not include any default interest or any other charges payable by the Borrower pursuant to Financing Documents.

3.3 The payment of each EMI on time is the essence of the contract. The Borrower acknowledges that s/he has understood the method of computation of EMI and shall not dispute the same.

3.4 Notwithstanding anything stated elsewhere the Financing Documents, all Borrower's Dues, including EMI, shall be payable by the Borrower to DMI Finance as and when demanded by DMI Finance, at its sole discretion and without requirement of any reason being assigned. The Borrower shall pay such amounts, without any delay or demur, within 15 days of such demand.

3.5 DMI Finance shall be entitled to revise the rate of Interest, if so required under any applicable law and DMI Finance may recompute the EMI /the number of EMI for repayment of outstanding Facility and interest. Any such change as intimated by DMI Finance to Borrower will be final and binding on the Borrower. In case of such revision the Borrower shall be entitled to prepay, within thirty days of such revision, the entire outstanding Facility along with accrued Interest (if applicable), without any prepayment penalty.

3.6 In case of delayed payments, without prejudice to all other rights of DMI Finance, DMI Finance shall be entitled to Overdue Interest Rate (as prescribed in Loan Details Sheet) from the Borrower for the period of delay.

3.7 The Borrower may pre-pay any Drawdown prior to its scheduled Tenure only with the prior approval of DMI Finance and subject to such conditions and prepayment charges, as stipulated by DMI Finance.

3.8 The Borrower shall bear 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 in respect of any payments made to DMI Finance under the Financing Documents. If these are incurred by DMI Finance, 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.

3.9 Notwithstanding any terms and conditions to the contrary contained in the Financing Documents, 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 amount of a Facility.

3.10 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.

3.11 If the due date for any payment is not a Business Day, the amount will be paid by Borrower on immediately succeeding Business Day.

3.12 All sums payable by the Borrower to DMI Finance shall be paid without any deductions whatsoever. Credit/ discharge for payment will be given only on realization of amounts due.

#####4. MODE OF PAYMENT, REPAYMENT AND PREPAYMENT

4.1 The Borrower shall make due payment of the EMI amounts by such mode of payments as may be acceptable to DMI. The Borrower as required by DMI Finance from time to time provide (i) postdated cheques ("PDCs") or (ii) Electronic Clearing System (Debit Clearing)/ any other electronic or other clearing mandate (collectively referred to as "ECS") as notified by the RBI against Borrower's bank account for payment of dues. Such PDCs/ECS shall be drawn from such bank and from such location as agreed to by DMI Finance. The Borrower/s shall honor all payments without fail on first presentation/ due dates. PDC/ECS provided by the Borrower(s) may be utilized by DMI Finance for realization of any Borrower's Dues. The Borrower hereby unconditionally and irrevocably authorizes DMI Finance to take all actions required for such realization. The Borrower shall promptly (and in any event within seven (7) days) replace the cheques and/or the ECS and/or other documents executed for payment of Borrower's Dues as may be required by DMI Finance from time to time at its sole discretion.

4.2 Borrower shall not close the bank account/s from which the cheques /ECS have been issued or cancel or issues instructions to the bank or to DMI Finance to stop or delay payment under the PDC / ECS and DMI Finance is not bound to take notice of any such communication.

4.3 The Borrower agrees and acknowledges that the PDC/ 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 PDC/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 PDC/ECS dishonour (as prescribed in Loan Detail Sheet).

4.4 Any dispute or difference of any nature whatsoever shall not entitle the Borrower(s) to withhold or delay payment of any EMIs or other sum and DMI Finance shall be entitled to present the PDC/ ECS on the respective due dates.

4.5 Notwithstanding the issuance of cheques / ECS, the Borrower will be solely responsible to ensure timely payment of dues by such payments methods as may be mutually agreed between the Parties.

#####5. BORROWER'S COVENANTS, REPRESENTATION AND WARRANTIES

5.1 The Borrower shall:

- (i) observe and perform all its obligations under the Financing Documents.
- (ii) immediately deliver to DMI Finance all documents, including bank account statements as may be required by DMI Finance from time to time. The Borrower also authorizes DMI Finance to communicate independently with (i) any bank where the Borrower maintains an account and to seek details and statement in respect of such account from the bank and (ii) with any employer of any Borrower as DMI Finance may deem necessary, including for monitoring Borrower's creditworthiness.
- (iii) immediately notify DMI Finance of any litigations or legal proceedings against any Borrower.
- (iv) notify DMI Finance of any Material Adverse Effect or Event of Default.
- (v) notify DMI Finance 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.
- (vi) Not leave India for employment or business or long term stay abroad without fully repaying the Facility then outstanding together with interest and other dues and charges.
- (vii) provide security, if any, as specified in Financing Documents or as may be required by DMI Finance in case of any change in credit worthiness of any Borrower (as determined by DMI Finance).
- (viii) Ensure deposit of salary and / or business proceeds in the account from which PDCs/ECS have been issued to DMI Finance.
- (ix) comply at all times with applicable laws, including, Prevention of Money Laundering Act, 2002.

5.2 Each Borrower undertakes that he/she shall:

- (i) Not part possession or ownership of the Product or create any third party rights thereon without consent of DMI Finance, wherever applicable.
- (ii) Not use or permit the use of Product for any purpose not permitted by the terms of the insurance policy, if any, and not do or permit to be done any act or thing which might render the insurance invalid.
- (iii) Not use the Product for unlawful or antisocial purposes and will use the same only for its own use and not for resale, barter or exchange or the like

5.3 Each Borrower represents and warrants to DMI Finance as under:

- (i) All the information provided by Borrower in the Loan Application and any other document whether or not relevant for the ascertaining the credit worthiness of the Borrower is true and correct and not misleading in any manner.
- (ii) The Borrower is capable of and entitled under all applicable laws to execute and perform the Financing Documents and the transactions thereunder;
- (iii) The Borrower declare that they are not prohibited by any law from availing this loan.
- (iv) No event has occurred which shall prejudicially affect the interest of DMI Finance or effect the financial conditions of Borrower or affect his/her liability to perform all or any of their obligations under the Financing Documents.
- (v) Borrower is not in default of payment of any taxes or government dues.

5.4 In the event the loan is for purchase of any Product, the Borrower also undertake and covenant as below:

- (i) Borrower shall not be entitled to any increase in the Facility amount by reason of any increase in the purchase price of any Product. However, in the event of any decrease in the purchase price, DMI Finance may in its discretion reduce the principal amount of the sanctioned Facility.
- (ii) The Vendor shall be exclusively responsible for delivery of the Product and DMI Finance shall not be liable

for any delay in delivery or non-delivery of the Product and/or with respect to the quality, condition, fitness, suitability or otherwise whatsoever of the said Product.

(iii) In the case Product cancellation, DMI Finance will treat the relevant Facility repaid only if the Vendor refunds the amount to DMI Finance upon compliance by the Borrower with the refund policy of the Vendor. In case of such refund, DMI Finance shall refund the EMI, if any, paid by the Borrower, less Interest if any for the period between purchase and refund, and treat the loan as fully discharged. The processing fees will not be reimbursed and will be adjusted against the refund, if any.

#####6.EVENTS OF DEFAULTS

6.1 The following acts/events, as set out below, shall each constitute an "Event of Default" by the Borrower for the purposes of each Facility:

- (i) The Borrower fails to make payment of any Borrower's Dues on Due Date;
- (ii) Breach of any terms, covenants, representation, warranty, declaration or confirmation under the Financing Documents;
- (iii) Any fraud or misrepresentation or concealment of material information by Borrower which could have affected decision of DMI Finance to grant any Facility.
- (iv) Death, lunacy or any other permanent disability of the Borrower;
- (v) Occurrence of any events, conditions or circumstances (including any change in law) which in the sole and absolute opinion of DMI Finance 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 its assets.

6.2 The decision of DMI Finance as to whether or not an Event of Default has occurred shall be binding upon the Borrower.

#####7.CONSEQUENCES OF DEFAULT

7.1 Upon occurrence of any of the Events of Default and at any time thereafter, DMI Finance shall have the right, but not the obligation to declare all sums outstanding in respect of the Facility, whether due or not, immediately repayable and upon the Borrower failing to make the said payments within 15 (fifteen) days thereof, DMI Finance may at its sole discretion exercise any other right or remedy which may be available to DMI Finance under any applicable law, including seeking any injunctive relief or attachment against the Borrower or their assets.

7.2 The Borrower shall also be liable for payment of all legal and other costs and expenses resulting from the foregoing defaults or the exercise of DMI Finance's remedies.

#####8.DISCLOSURES

8.1 The Borrower acknowledges and authorizes DMI Finance to disclose all information and data relating to Borrower, the Facility, Drawdowns, default if any, committed by Borrower to such third parties/ agencies as DMI Finance may deem appropriate and necessary to disclose or as authorized by Reserve Bank of India (RBI), including the Credit Information Bureau (India) Limited (CIBIL). The Borrower/s also acknowledges and authorizes such information to be used, processed by DMI Finance/ third parties/ CIBIL / RBI as they may deem fit and in accordance with applicable laws. Further in Event of Default, DMI Finance and such agencies shall have an 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 DMI Finance / CIBIL/ the Reserve Bank of India/ other authorized agency in their absolute discretion may think fit, including in newspapers, magazines and social media.

#####9.MISCELLANEOUS

9.1 The entries made in records of DMI Finance shall be conclusive evidence of existence and of the amount Borrower's Dues and any statement of dues furnished by DMI Finance shall be accepted by and be binding on the Borrower.

9.2 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.

9.3 Borrower shall execute all documents and amendments and shall co-operate with DMI Finance as required by DMI Finance (i) to comply with any RBI guidelines / directives or (ii) for giving DMI Finance full benefit of rights under the Financing Documents. 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 the Financing Documents and shall be binding on the Borrower.

9.4 Notwithstanding any suspension or termination of any Facility, all right and remedies of DMI Finance as per Financing Documents shall continue to survive until the receipt by DMI Finance of the Borrower's Dues in full.

9.5 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 under Financing Documents are reasonable and acceptable to him/ her.

9.6 The Borrower expressly recognize and accepts that DMI Finance shall without prejudice to its rights to perform such activities itself or through its office employees be entitled and has full power and authority so to do to appoint one or more third parties (hereinafter referred to as "Service Providers") as DMI Finance may select and to delegate to such party all or any of its functions, rights and power under Financing Documents 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 DMI Finance.

9.7 The Borrower acknowledge that the financing transaction hereunder gives rise to a relationship of debtor and creditor as between him and DMI Finance and not in respect of any service rendered/to be rendered by DMI Finance. Accordingly, the provisions of the Consumer Protection Act, 1986 shall not apply to the transaction hereunder.

9.8 The Borrower hereby authorize DMI Finance to verify all information and documents including, income proof documents, residence documents, address proof documents, identity documents and other such documents containing personal and financial information as are submitted by them for obtaining any Facility and that they also consent to subsequent retention of the same by DMI Finance.

9.9 The Borrower acknowledges and authorizes DMI Finance to procure Borrower's 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 DMI Finance may deem fit.

9.10 In the event of any disagreement or dispute between DMI Finance and the 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 DMI Finance as to the materiality of any of the foregoing shall be final and binding on the Borrower.

9.11 The Borrower and DMI Finance may mutually agree on grant of a fresh facility on the terms and conditions of the GC and by execution of such further letter/undertaking by the Borrower as may be required by DMI Finance.

#####10. SEVERABILITY

The Borrower(s) acknowledges that each of his/her obligations under these the Financing Documents is independent and severable from the rest. If any obligation is found not enforceable by a court of law, for any reason, the Borrower shall continue to remain bound by the other obligations stipulated herein. Each of the provision of the Financing Documents, if prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provision of

the Financing Documents.

#####11. GOVERNING LAW AND JURISDICTION

11.1 All Facility and the Financing Documents shall be governed by and construed in accordance with the laws of India.

11.2 All disputes, differences and / or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the right and liabilities of the parties under the Financing Documents shall be settled by arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof or any statute enacted for replacement thereof and shall be referred to the sole Arbitration of a person to be appointed by DMI Finance. The place of arbitration shall be Delhi. The Arbitrator may lay down from time to time the procedure to be followed by him in conducting arbitration proceedings and shall conduct arbitration proceedings in such manner as he considers appropriate and is hereby specifically authorized to adopt such summary / fast track procedure for conduct of the proceedings as she/he may deem fit, including dispensing with oral hearings and issue the award within six (6) months from the date the arbitral tribunal enters upon reference. The awards including interim awards of the arbitration shall be final and binding on all parties concerned. The arbitrator may pass the award without stating any reasons in such award.

11.3 Further, the present clause shall survive the termination of Financing Documents. The Courts at Delhi, India shall have exclusive jurisdiction (subject to the arbitration proceedings which are to be also conducted in Delhi India) over any or all disputes arising out of the Financing Documents.

#####12. NOTICES

12.1 Any notice to be given to the Borrower in respect of Financing Documents shall be deemed to have been validly given if served on the Borrower(s) or sent by registered post to or left at the address of the Borrower existing or last known business or private address. Any such notice sent by registered post shall be deemed to have been received by the Borrower(s) within 48 hours from the time of its posting. Any notice to the DMI Finance shall be deemed to have been valid only if received by DMI Finance at its abovestated address.

#####13. ASSIGNMENT

13.1 The Borrower shall not be entitled to jointly or severally transfer or assign all or any of their right or obligation, obligations or duties under the Financing Documents to any person directly or indirectly or create any third party interest in favour of any person without the prior written consent of DMI Finance.

13.2 DMI Finance 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 Financing Documents, without the prior written consent of, or intimation to the Borrower in such manner and such terms as DMI Finance may decide. In the event of such transfer, assignment or securitization, the Borrower shall perform and be liable to perform their obligation under Financing Documents to such assignee or transferee. In such event, the Borrower shall substitute the remaining PDCs/ECS in favour of the transferee/ assignee if called upon to do so by DMI Finance. 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 DMI Finance, or as creditor exclusively with the right to DMI Finance to continue to exercise all powers hereunder on behalf of such third party and pay over such outstandings and dues to such third party and/or to DMI Finance as DMI Finance may direct.

#####14. WAIVER

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

#####15. INDEMNITY

The Borrower hereby indemnifies, defends and holds DMI Finance, 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 the Financing Documents or Event of Default or the exercise of any of the rights by DMI Finance under the Financing Documents, including for any enforcement of security or recovery of Borrower's Dues.

A copy of these GC is being delivered to the Borrower(s) and the Borrower(s) affirm the receipt of the same.

IN WITNESS WHEREOF, the Borrower has signed these General Terms and Conditions of Loan on the day, month and year here in above written and DMI Finance has caused the same to be executed by the hands of its authorised officials as hereinafter appearing.