

STANDARD TERMS

1. The Borrower may apply for a loan by submitting the duly completed Application Form(s) and Lender may agree to grant such loan (has applied a "Loan") subject to these terms and conditions ("Standard Terms"). I accept that the acceptance of application places no obligation on the Lender to approve the Loan.
2. Definitions: "**Account**" means the bank account/any other relevant account where the Loan disbursement is requested and more specifically provided under the Application Form; "**Application Form**" means the loan application form submitted by the Borrower to the Lender for applying for this loan, together with all other information, particulars, clarifications and declarations, if any, furnished by the Borrower in connection with this loan and sanctioned by the lender.; "**Due Date**" means such date on which loan repayment becomes due and payable under the terms of the Transaction Documents as specified by the Lender; "**Loan**" means disbursement made under this Loan Agreement; "**Tax**" means any tax, Goods and Service Tax ("GST"), levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying the same); and Capitalized terms not defined herein, shall have the meaning ascribed to such terms under the Application Form; Loan Application Form, Standard Term, MITC is together referred as "**Transaction Document**".
3. The Lender at its sole discretion may agree to grant the Loan to the Borrower on the basis of the Application Form, KYC, Credit Reports and Transaction Documents.
4. The Lender shall not be obliged to provide any written acceptance to Loan Application of the Borrower and may do so orally or by disbursement of a Loan (or a part thereof). Grant of the Loan and acceptance of the Borrower's request shall be at the absolute discretion of the Lender and the Lender shall not be required to notify any rejection of the Application Form to the Borrower.
5. In case of an Event of Default, Borrower will, to the extent permitted by law, be required to pay interest (before as well as after judgment/award) on the overdue amount to the other party on demand, for the period from (and including) the original Due Date for payment to (but excluding) the date of actual payment, at the Additional Rate of Interest.
6. The Borrower acknowledges and agrees that the rates of interest specified in the Transaction Documents are reasonable and that they represent genuine pre-estimates of the loss expected to be incurred by the Lender in the event of non-payment by the Borrower; and the rate of interest payable by the Borrower shall be subject to change prospectively based on the monetary policies as may be changed by the Reserve Bank of India ("RBI") and other factors impacting the interest rates. The Borrower shall bear all Taxes in connection with the Transaction Documents (as applicable). If any such cost is incurred or paid by the Lender, Borrower shall forthwith reimburse the same. In the event of the Borrower failing to pay the monies referred to above, the Lender shall be at liberty (but

shall not be obliged) to pay the same by directly debiting the account of the Borrower or otherwise subject to reimbursement of all costs incurred by the Lender.

7. The Borrower shall make payment as per Due Date. The Borrower shall not prepay the outstanding principal amounts of any of the Loan(s) in full or in part, before the Due Dates, except with the prior written consent of the Lender and subject to payment of pre-payment charges as specified in the Transaction Documents or by the Lender., All payments shall be made in freely transferable funds without any set off, counter claim or any deduction (except to the extent that the Borrower is required by law to make payment subject to any Tax deduction at source under the applicable law). In case any such deductions are made the Borrower agrees to deliver to the Lender, within the statutory time frame prescribed under the law or 20 (twenty) days of the payment being made, whichever is earlier, satisfactory evidence that the Tax has been deducted at source and duly remitted to the appropriate authority.
8. Notwithstanding anything to the contrary, the Lender may at any time, recall any portion of the disbursed Loan on demand in its sole discretion, whether during an Event of Default or otherwise. Upon such recall, the Loan and other amounts stipulated by the Lender shall be payable forth with.
9. The Borrower makes the representations and warranties here under to the Lender for the entire tenure of the Loan, repeated on each day until the arrangement is active, (i)The Borrower has the competence to enter into and perform under the Transaction Documents and to carry on its business and operations as it is being or is proposed to be conducted; (ii) The Loan once granted by the Lender under Transaction Documents constitutes legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms; (iii) The Borrower is in compliance with all laws (including laws relating to environment, social and labor, Tax, anti-corruption and anti-money laundering, anti-bribery) applicable to the Parties; (v) The Transaction Documents, do not and will not conflict with any law; or (b) with any document which is binding upon the Borrower or any of its asset; (vi)The Borrower has a valid agreement with the Portal has not blacklisted/ delisted/ suspended or otherwise terminated such arrangement; (vii) Except to the extent disclosed to the Lender, no litigation, arbitration, administrative or other proceedings nor has the Borrower been declared to be a willful defaulter or a non-cooperative Borrower (vii) All information communicated to or supplied by or on behalf of the Borrower to the Lender, are true and fair and correct and complete in all respects as on the date on which it was communicated or supplied; and (b) Nothing has occurred since the date of communication or supply of any information to the Lender which renders such information untrue or misleading in any respect. (viii) The Borrower shall provide and complete payment mandates, as and when requested by the Lender, to the Lender or to the Delegate (ix) The Borrower shall not use the fund for purchase of gold in any form or bribe any person and (x) The Borrower shall ensure that the obligations under the Transaction Documents shall at least rank pari passu with all its personal and unsubordinated obligations.
10. The Lender may also delegate to such person(s) the right and authority to perform and execute all such acts, deeds, matters and things connected herewith, or incidental thereto, as the Lender may deem fit. The Borrower recognizes, accepts and consents to such delegation. The Borrower shall

ensure that all payment mandates including, electronic clearing service (ECS) or national automated clearing house (NACH) mandate or Auto-Debit using Payment Gateway, if any, provided to the Lender or to the Delegate, are honored at all times and such mandates are not altered or amended without prior permission of the Lender.

11. The Borrower shall, within three (3) Business Days of demand by the Lender, pay the amount of any Increased Costs incurred by the Lender as a result of (i) the introduction of or any change in any law or regulation; (ii) compliance with any law or regulation made before or after the date of relevant Loan or (iii) in the event of the Lender being called upon to pay any additional amount by its lending agency in terms of their respective financing agreements) or (iv) on account of factors beyond the control of the Lender.
12. The Borrower shall, indemnify and keep the Lender harmless against any cost, loss, damages, expenses, liability (including without limitation, liability under Tax laws whether in form of Tax, interest, penalty or otherwise or third-party claims (including legal fees) incurred by the Lender arising out of or in connection with this loan and /or due to any breach under the Transaction Documents. The Borrower shall promptly notify the Lender of any breach of any representations, warranties, covenants, undertakings or any other terms of these Standard Terms together with the steps taken to remedy it. Upon the breach being reported, the Lender may, without prejudice to any of its rights under law or contract, in its sole discretion recommend implementation of corrective measures to remedy such breach in a form, manner and time as may be necessary or desirable to the Lender.
13. Notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable law or anything contained in the Transaction Documents, the amounts repaid by the Borrower shall be appropriated first towards cost, charges and expenses and other monies; secondly towards interest on cost charges and expenses and other monies; thirdly towards interest on the delayed payments; fourthly towards interest payable under the Transaction Documents and lastly towards repayment of any principal amounts. The Borrower shall from time to time, if required by the Lender, provide security, in a form and manner satisfactory to the Lender.
14. The Lender reserves the unconditional right to cancel the loan sanctioned without giving any prior notice to the Borrower. The Parties further agree that The Lender shall have the right to disclose or publish any information regarding the Borrower or guarantor(s) (if any) and any information and documents that they might possess to: (a) any of its branches or with other banks, financial institutions, Credit Information Bureau of India Limited, credit reference or rating agencies/bureaus or other individuals/entities either in response to their credit inquiries directed to the Lender or in the event of the Borrower not complying with any terms and conditions herein or otherwise and (b) the Reserve Bank of India and/or any other statutory authority or official of the Government of India or that of any other state.

15. Events of Default: The Borrower shall be deemed to have committed an act of default on the occurrence of inter- alia but not limited to, any one or more of the following events (hereinafter referred to as "Event of Default"): (i) Default has occurred in the payment of any monies in respect of this Loan on the due date (whether at stated Due Date, by acceleration or otherwise) under the terms of the Transaction Documents (ii) Default (other than a payment default) has occurred in the performance of any covenant, condition, agreement or obligation on the part of the Borrower under the Transaction Documents and such default has continued for a period of 10 (ten) days after notice in writing thereof has been given to the Borrower or as the case may be, to such other person, by the Lender (except where the Lender is of the opinion that such default is incapable of remedy, in which event, no notice shall be required). (iii) Breach of any representation, warranty, declaration or confirmation made or deemed to be made under the Transaction Documents; (iv) Death of the Borrower or termination of the agreement between the Borrower and the Portal or blacklisting from the Portal or the Security provided by the Borrower hereunder is under jeopardy. (v) The Borrower has, or there is a reasonable apprehension that the Borrower would, voluntarily or involuntarily become the subject of proceedings under insolvency law; (vi) Borrower is unable or has admitted in writing its inability to pay any of its indebtedness as and when they mature or become due upon becoming aware of the default the steps (vii) An event of default howsoever described occurs under any agreement or any indebtedness of the Borrower becomes, or becomes capable at such time of being declared, due and payable under such agreements before it would otherwise have been due and payable.
16. The Lender reserves the unconditional right to transfer the loan account to other parties / NBRC / ARC / third parties if it deems necessary.
17. Upon occurrence of any Event of Default the Lender shall be entitled at its absolute discretion to inter alia call upon the Borrower to pay forthwith the outstanding balance of this Loan together with interest and all sums payable by the Borrower to the Lender; and call upon the Borrower to pay all claims, costs, losses and expenses that may be incurred by the Lender because of any act or default on the part of the Borrower under the Transaction Documents.
18. In the event, where the Borrower fails to provide necessary GST related details, the Lender shall consider the Borrower as unregistered under the provisions of GST act and proceed accordingly. If there are any changes or modifications in GST related details of the Borrower, the Borrower shall intimate to the Lender of such changes. On the date of receipt of such request, the Lender shall give a prospective effect to such request for changes made by the Borrower. The Lender shall not be held responsible for any non-receipt/short receipt of GST credit if the Borrower or any person on behalf of the Borrower. In the event the Lender issues a credit note in relation to charges levied, the Borrower shall reverse the GST input Tax credit availed, if any, within the month in which the discrepancy is communicated. If the same is not rectified (for any reasons whatsoever), which results in any additional liability (whether in form of Tax, interest, penalty or otherwise) for the Lender, the Borrower shall promptly pay and/or reimburse such amount to the Lender.

19. Notice: Any notice or request to be given or made by a party to the other shall be in writing and email communication.
20. The Lender may also delegate to such person(s) the right and authority to perform and execute all such acts, deeds, matters and things connected herewith, or incidental thereto, as the Lender may deem fit. The Borrower recognizes, accepts and consents to such delegation. The Borrower, (for its ease of operation and convenience) requests to the Lender that below mentioned functions may be performed through the Delegate (whether through its technology solutions or otherwise), which the Lender may in its sole discretion choose to allow: (i) transmission of the Drawdown Request from the Borrower to the Lender (ii) collection of certain deeds, documents, instrument or information and (iii) collection towards repayments in a form and manner agreeable by the Lender. The Parties further agree that Borrower shall promptly provide upon request of the Lender any further document/information as may be required by the Lender, including but not limited to the end user certificate and shall only use the Facility for the Purpose.
21. The Borrower shall not assign or transfer all or any of its rights, benefits or obligations under the Transaction Documents provided however that the Lender may, at any time, assign or transfer all or any of its rights, benefits and obligations under the Transaction Documents.
22. In case of default committed by the Borrower, the Lender may also disclose and publish the information about the Borrower and its default with the Lender in the public domain including through social media or share the same with any government or regulatory authority or the credit rating agencies within India.
23. Any additional payment made by Borrower shall be refunded back within 30 to 45 days post the reconciliation of the accounts has been completed by Lendplus India platform. Once the loan agreement has been executed and funds have been transferred to Borrower's verified bank account, the loan request cannot be cancelled. However, you can repay the loan early paying the applicable Interest Fee, Service Fee, and applicable GST on Service Fee
24. The Borrower acknowledges that any contract or arrangement between the Lender and any third parties are independent of these Standard Terms.
25. The Lender reserves the right to amend the terms of these Standard Terms (except amendment to Rate of Interest) by intimating the same to the Borrower.
26. Borrower hereby acknowledges that the use of Borrower's Aadhaar number to establish Borrower's identity or to execute any documents, by authentication or offline verification are voluntary and in compliance with "The Aadhaar and other Laws (Amendment) Ordinance,2019".
27. Borrower further understands that upon acceptance of Loan Agreement using OTP generated at your registered contact details (Registered Mobile Number or/and Registered Email Id), will be treated as

a legal and binding agreement created between us under the Indian Contract Act, 1972 read with Information Technology Act, 2000

28. By registering on www.Lendplus.in Website or Mobile Application, I hereby expressly authorize Lender to send me communications regarding various financial products offered by or from Lender, its group companies and / or its Service Partners and / or third parties through telephone calls / SMS / emails / post etc. including but not limited to promotional communications. And confirm that I shall not challenge receipt of such communications as unsolicited communication, defined under TRAI Regulations on Unsolicited Commercial Communications under the Do Not Call Registry.

Additionally, please note,

1. Daily Interest Rate will only be charged during the term of the loan as agreed at the time of loan origination.
2. Daily Service Fee will only be charged during the term of the loan as agreed at the time of loan origination.
3. Service Fee will be assessed in a block of 10 Days. For example,
 - a. If loan is paid off on 8th Day of loan tenure, then 10 Days of Service fee plus applicable GST will be charged.
 - b. If loan is paid off on 15th Day of loan tenure, then 20 Days of Service fee plus applicable GST will be charged.
 - c. If loan is paid off on 29th Day of loan tenure, then 30 Days of Service fee plus applicable GST will be charged.
4. If the customer is unable to pay the loan for any reason on the due date, the customer will not be assessed any Service Fee past the due date of the loan repayment date as agreed in the loan agreement. No Interest amount or Service Fee would be assessed to the customer after the due date of the loan.
5. Late Payment Fee will only be charged on the Principal Outstanding as of Loan repayment date.
6. If the customer is unable to make the payment on due date, customer would be given 2 days of grace period to make the payment, post which customer would be charged Late Payment fee daily for a maximum of 30 days post the grace period expires.
7. No Late Payment Fee will be charged during the Grace period.

8. If the customer makes the payment on the dues date or does not make the payment on the due date, necessary reporting of loan status will be done to all applicable Credit Bureaus as per the True status of the loan.

9. Principal and Interest paid by the customer on the loan originated, is paid to Navin Bros. Pvt. Ltd.

10. Service Fee (plus applicable GST), Late Payment Fee (plus applicable GST) if applicable and Auto-Debit Bounce Fee (plus applicable GST) if applicable, paid on the loan by customer, is paid to NAVIN BROS PVT. LTD.