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INDIA NON JUDICIAL

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Government of National Capital Territory of Delhi

₹100

e-Stamp

E-SUB REGISTRAR-II
04 FEB 2022
BASAIDARAPUR, NEW DELHI-27

Certificate No. : **IN-DL76564203172260U**
Certificate Issued Date : 12-Jan-2022 12:27 PM
Account Reference : IMPACC (IV)/ dl709603/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DLDL70960344226666317875U
Purchased by : INDIAN SCHOOL FINANCE COMPANY PRIVATE LIMITED
Description of Document : Article 4 Declaration
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : INDIAN SCHOOL FINANCE COMPANY PRIVATE LIMITED
Second Party : Not Applicable
Stamp Duty Paid By : INDIAN SCHOOL FINANCE COMPANY PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

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Read

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Please write or type below this line IN-DL76564203172260U

Ano 656809500019

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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DECLARATION OF GENERAL TERMS & CONDITIONS AS APPLICABLE TO INDIAN SCHOOL FINANCE COMPANY PRIVATE LIMITED

Indian School Finance Company Private Limited, a company registered under the Companies Act, 1956 and having its principal office of business at DSM 346-347,3rd Floor, DLF Towers, Shivaji Marg, Najafgarh Road, Motinagar, New Delhi – 110015. The Terms and Conditions (*defined below*) shall apply to all term loans granted/disbursed by the Lender (*defined below*) and shall govern all such matters arising out of it.

1. **Definitions**

1.1 **"Application Form"** means, as the context may permit, the credit facility application form including online application form submitted by the Borrower to the Lender for applying for the Facility, together with the preliminary credit appraisal and all other information clarifications and declarations, if any, furnished by the borrower or any other persons from time to time in connection with the Facility.

1.2 **"Availability Period"** means the period, as set out in the Sanction Letter, within which the Borrower may avail the Facility.

1.3 **"Borrower"** means and refers jointly and severally to the applicant(s) who has / have been sanctioned/granted the Facility by the Lender based on the duly filled in Application Form submitted by such applicant(s) to the Lender for availing of the Facility.

1.4 **"Delayed Payment Charges"** means the additional amounts/interest payable by the Borrower to the Lender on account of delay in the payment of Installment or any such payment due whatsoever as specified in the Facility Documents.

1.5 **"Drawdown Notice"** shall mean a notice substantially in the form prescribed by the Lender, issued by the Borrower for the purpose of availing the Facility, in one or more tranches.

1.6 **"Due Date"** means the date(s) on which any amounts in respect of the Dues including the principal amounts of the Facility, interest and/or any other monies in relation to the Facility, fall due as specified in the Sanction Letter.

1.7 **"Dues"** shall include, at any time, all amounts payable by the Borrower to the Lender pursuant to the Facility Documents including without limitation the principal amount of the facility, interest and additional interest thereon and all taxes, expenses, fees and charges in connection with the Facility.

1.8 **"Facility Documents"** includes online/offline Application Form, the Sanction Letter/loan term sheet, these Terms and Conditions, most important terms and conditions, all documents for or in relation to the Facility and all other agreements, instruments, undertakings, indentures, deeds, writings and other documents executed or entered into, or to be executed or entered into, by the Borrower, the Lender and/or any other person, in relation, or pertaining, to the Facility and the transactions contemplated under the Facility Documents, and includes all modifications and amendments thereto.

1.9 **"Instalments"** refers to any amount comprising of the principal amount and interest as per Sanction letter payable towards repayment of the Facility throughout the tenure of the Facility.

1.10 **"Facility"** means the principal amount of loan availed by the Borrower, in one or more tranches, together with the interest capitalized thereon.

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1.11 "**Lender**" means **Indian School Finance Company Private Limited**, a company registered under the Companies Act, 1956 and operating from its branch office atDSM 346-347,3rd Floor, DLF Towers, Shivaji Marg, Najafgarh Road, Motinagar, New Delhi – 110015..shall include its successors in interest and assigns.

1.12 "**Payment Instrument**(s)" or "**PI(s)**" shall mean any instrument / instruction, electronic or in writing, for transfer of funds and shall include, without limitation, post-dated cheques, inchoate cheques, instructions for direct debit from a bank account, a message for transfer of funds sent electronically, physically or through an image of instrument for transfer of funds sent electronically, an electronic file containing the details of the funds transfer sent by electronic media, payment through an electronic truncated cheque, various types of plastic cards, electronic clearing system (ECS), NACH, demand draft or such other instrument instruction/ clearing service as may be notified by Reserve Bank of India from time to time for transfer of funds and acceptable to the Lender.

1.13 "**Sanction Letter**" shall mean the sanction letter/note issued by the Lender to the Borrower in either the physical or digital form in connection with the sanction of the Facility, as amended from time to time.

1.14 "**Terms and Conditions**" means the Terms and Conditions as contained hereunder, including all covenants, representations and schedules.

1.15 "**Tenor**" means the tenor of the Facility as specified in the Sanction Letter.

2. Terms of the Facility

2.1 The Lender is hereby authorized to disburse the Facility directly to the Borrower or such other third party as provided for by the Borrower pursuant to a Drawdown Notice, which along with interest as mentioned in the Facility Documents hereunder shall be debt due by the Borrower to the Lender, to be repaid as per these Terms & Conditions. The Facility may be disbursed by the Lender after receipt of a Drawdown Notice from the Borrower. Disbursement pursuant to a Drawdown Notice shall be at the sole discretion of the Lender.

2.2 The Borrower shall utilize the Facility only for the specific purpose as stated in the Facility Documents, and for no other reason or purpose whatsoever.

2.3 The Borrower(s) undertakes and confirms that:

2.3.1 The Facility shall be repaid in Instalments in the manner as indicated in the Facility Documents .The Instalment amounts and all other amounts due and payable by the Borrower to the Lender from time to time shall be paid/repaid by the Borrower on the respective Due Dates in accordance repayment schedule ("**Repayment Schedule**")as set out in the Sanction Letter.

2.3.2 If the Due Date in respect of an Installment falls on a day which is not a business day at the place where the payment is to be made, the immediately preceding business day shall be the Due Date for such payment.

2.4 The Borrower(s) shall repay/pay the Facility and interest in accordance of the terms specified to the Facility Documents. The Borrower(s) confirms having perused, understood the Lender's method of calculating interest and Installmentas specified in the Facility Documents

2.5 The rate of interest payable by the Borrower shall be subject to changes based on the changes in the monetary policies of Reserve Bank of India ("RBI")and other factors impacting the liquidity in the economy. The Borrower also notes and acknowledges that the Lender is obliged to give effect to any revision of interest rates, whether upwards or downwards, on all existing advances/financial assistance. The Borrower understands that such increase or decrease of

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S No. 682 Date 04/02/2022 5:55:02PM

Deed Related Detail

Deed Name DECLARATION DECLARATION

Land Detail

Tehsil/Sub Tehsil SR II Basai Darapur

Village/City Moti Nagar Building Type

Place (Segment) Moti Nagar

Property Type Residential

Property Address House No.:, Road No.:, Moti Nagar

Area of Property 0.00 0.00 0.00

Money Related Detail

Consideraton Amount 0.00Rupees Stamp Duty Paid 100.00 Rupees

Value of Registration Fee 1,000.00 Rupees Pasting Fee 100.00 Ruppes

This document of DECLARATION DECLARATION

Presented by: Sh/Smt. S/o, W/o R/o

INDIAN SCHOOL FINANCE COMPANY SHYAM SINGH FLAT NO 28 DDA FLAT 9 PHASE 1 DWARKA NI

in the office of the Sub Registrar, Delhi this 04/02/2022 12:00:00AM day Friday between the hours of

Registrar/Sub Registrar
SR II Basai Darapur
Delhi/New Delhi

Signature of Presenter

Execution admitted by the said: Shri / Ms.

INDIAN SCHOOL FINANCE COMPANY PRIVATE LIMITED THRU ITS PRAVEEN BAWANSA

and Shri / Ms.

NA

Who is/are identified by Shri/Smt/Km. GIRRAJ KUMAR PAHADIA S/o W/o D/o NANAK RAM R/o H.NO D-35A UTTAM NAGAR ND-59

and Shri/Smt./Km ROHIT SHUKLA S/o W/o D/o HARIOM SHUKLA R/o 4 THIRD FLOOR HARSH VIHAR PITAMPURA ND

(Marginal Witness). Witness No. II is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct.
Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence.

Registrar/Sub Registrar
SR II Basai Darapur
Delhi/New Delhi

Date 04/02/2022 18:13:32

the rate of interest shall automatically form part of the Facility. The Installment shall automatically stand increased/ decreased by reason of increase/decrease in any rates, taxes, charges, imports, levies and monies whatsoever that are or may be levied on the Installment or the transaction contemplated hereunder or are or may become payable by the Lender. Such increase in rates, taxes, charges, imposts, levies and monies as stated above shall automatically form part of the Facility.

2.6 The Lender shall give notice to the Borrower(s) of any change in these Terms & Conditions including the disbursement schedule, interest rates, service charges, repayment charges etc. The Lender shall ensure that changes in interest rates and changes are effected only prospectively. The Borrower(s) shall be bound by the aforesaid change and shall not dispute the same. It is agreed that the Borrower alone is liable for all stamp duty payable on the Facility Documents.

2.7 In the event in any judicial or other proceeding, any of the Facility Documents are found or held to be inadequately or inappropriately stamped or any plea to that effect is taken, the Borrower shall forthwith do the needful for ensuring that the adequate stamp duty is paid towards the document in question.

3. Repayment

3.1 The Borrower may repay/pay the monies in respect of Facility as per the Repayment Schedule stipulated in the Sanction Letter through any Payment Instrument. The Borrower hereby understands and confirms that the PI issued by the Borrower in respect of the Facility may also be used by the Lender for any other Facilities availed by the Borrower from the Lender and all the provisions hereof shall apply thereto. The Lender may, in its sole discretion, require the Borrower to adopt or switch to any alternate mode of payment and the Borrower irrevocably consents to the same and shall comply with such request, without tdemur or delay.

3.2 In the event, the Installment is not paid on the relevant date, the Borrower shall be liable to pay the Delayed Payment Charges as specified in the Facility Documents.

3.3 The payment/repayment of the Installment shall commence and continue as per the Facility Documents. The Borrower shall issue in favor of the Lender the PIas agreed with the Lender towards payment of the Installments. Wherever required, the Borrower shall issue irrevocable instructions (in a form and substance satisfactory to the Lender) to the Borrower's bankers to ensure periodic payment to the Lender pursuant to the PIs issued by the Borrower. The failure of the Borrower's bank for any reason to so transfer any such amounts to the Lender shall tantamount to a failure by the Borrower to pay the amounts. The Borrower agrees to provide to the Lender a confirmation (in a form and substance satisfactory to the Lender) of the acceptance by the Borrower's bank of the above instructions.

3.4 Save and except with the prior written consent of the Lender, the Borrower shall not under any circumstances,revoke or alter the instructions or cancel or issue stop-payment instructions with respect to the PIs issued or do or omit to do anything which may result in the Borrower's bank not transferring the amounts equal to the Installment/ amounts due under the Facility Documents to the bank account of the Lender on the relevant Due Date. In the event the Borrower, without prior written consent of the Lender, revokes, cancels or alters the instructions given to its bank(s) by it or issues stop payment instructions with respect to the PIs issued, and if the Lender does not receive the amounts, then the same shall be considered as an Event of Default. (as defined below). Further, such acts of the Borrower shall be deemed to have been committed with a criminal intent and the Lender shall be entitled to initiate appropriate criminal proceedings against the Borrower.

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3.5 The Borrower agrees that if any amounts (not being the principal amount of the Facility or interest thereon) are outstanding for payment by the Borrower either under the Facility Documents or on account of indebtedness of the Borrower to the Lender, the Lender shall be entitled to encash the PIs for the satisfaction of such outstanding amounts notwithstanding that PIs have been issued for repayment of the principal amount of the Facility and/or interest thereon, and the Borrower shall continue to be indebted to the Lender for the Facility and/or interest, as the case may be. Irrespective of the mode of payment/date of payment, selected by the Borrower in the Facility Documents, the Lender shall be entitled to require the payment and/or collection of the Installments and all other amounts comprising the Dues, by any the Borrower in favor of the Lender or utilizing any other mode or manner of payment or repayment of the Installments and all other PI, if any, issued by other amounts comprising the Dues.

3.6 Notwithstanding anything contained herein or the Facility Documents, and irrespective of the mode of payment selected by the Borrower in the Application Form, upon any occurrence of Event of Default (set out in 3.20 herein below) by the Borrower , the Lender shall be entitled, without prejudice to its other rights under the Facility Documents, to present and/or represent the PIs, if any, issued by the Borrower in favor of the Lender in connection with the Facility.Where the PIs are not sufficient to recover the Dues, Lender shall be entitled to declare all sums outstanding under the Facility , whether due or not, immediately repayable and upon the Borrower failing to make the said payments within 7 (seven) days thereof, the Lender may at its sole discretion (a)require the Borrower to pay additional interest as stipulated in the Sanction Letter from the date of such declaration till the date of payment and/or realization; and/or(b) Cancel the Facility; (c) Exercise any other right or remedy which may be available to the Lender under any applicable law.

3.7 In case of PDCs, the Borrower hereby agrees that PDCs/inchoate cheques issued by the Borrower in favor of the Lender are for the purpose of discharge of the Dues that may be due to the Lender under the Facility and that the same are not proposed to be issued as and by way of a security for any purpose whatsoever. The Borrower further agrees, acknowledges and confirms that the said PDCs/inchoate cheques are intended to be used at any time by the Lender as the Lender may consider fit and proper, to recover the Dues owed by the Borrower to the Lender, and the Borrower hereby unconditionally and irrevocably authorizes the Lender for the said purpose.

3.8 The Borrower hereby unconditionally and irrevocably authorizes the Lender to fill one or more of the PI's delivered to the Lender for an aggregate amount (including those pertaining to any other Facility availed by the Borrower) not exceeding the maximum amount due by the Borrower to the Lender under the terms of the Facility Documents without notice to Borrower in this behalf, The Borrower hereby acknowledges and confirms that the Facility has been granted to the Borrower on the condition that the Borrower has unconditionally and irrevocably given the Lender the authority to insert the date and amount in the aforesaid cheques and present the same for payment on the respective due dates. In the absence of such authority having been given by the Borrower to the Lender, it would not have granted the Facility to the Borrower. The Borrower hereby confirms that the Lender is entitled in its sole discretion, to use one or more of such cheques for the said purpose as it may deem fit and proper. In the event the PI's issued by the Borrower pursuant to terms hereunder stand exhausted, the Borrower undertakes to issue fresh PI's to the Lender.

3.9 The Borrower hereby further agrees that the authority given by the Borrower to the Lender under the Agreement to fill in the details of the inchoate cheques including the amounts payable is as permitted under the provisions of Section 20 of the Negotiable Instruments Act, 1881 and the same does not amount to a material alteration of the said cheque(s) by the Lender. The Borrower however agrees and confirms that in the event the acts of the Lender in filling the cheques as aforesaid are construed by any court, tribunal, authority or other person or forum, judicial, quasi-judicial, non-judicial, governmental, semi-governmental or non-governmental to be an alteration within the meaning of the Negotiable Instruments Act, 1881:

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3.9.1 The Borrower hereby expressly provides Borrower's consent for such an alteration and hereby confirms that by reason of such alteration, the cheques shall/ should not be construed to be void or otherwise unenforceable and the Borrower hereby unconditionally agrees and accepts to honor such cheques when presented for payment.

3.9.2 The Borrower hereby confirms that such alteration is made to record the common intention of the Lender and Borrower, which common intention is to fill in the cheque(s) with the amounts due by the Borrower to the Lender and to present the same for payment on such dates as the Lender may in its absolute and sole discretion decide.

3.10 If the Lender for any reason modifies the amount of the Installment, the Borrower shall issue fresh PIs/instructions to the Borrower's bank to ensure that the amount of the modified monthly installment is transferred to the Lender under PI and the Borrower shall provide the Lender with proof of these instructions and the acceptance thereof by the Borrower's bank. Failure to provide such fresh instructions shall be considered as an Event of Default by the Borrower.

3.11 In case of any failure to receive the Installments or any other amounts due, through the electronic clearing system (debit) for any reason whatsoever as specified by the Borrower, the Lender shall, irrespective of the mode of payment selected by the Borrower in the Application Form, be entitled to require the payment and/or collection of the installments/ other amounts, or the post-dated cheques, if any, submitted by the Borrower, by means of electronic clearing system (debit).The Lender may adopt the aforesaid process by itself or though such other person permitted for the same.

3.12 Credit for payments by any method will be given only on realization or on the relative Due Date(s) whichever is later.

3.13 The acceptance by the Lender of any payment which is less than the full Installment or other amounts due and owing at such time shall not constitute a waiver of the Lender's right to receive payment in full at such time or at any subsequent time or a waiver of any other right whatsoever of the Lender hereunder.

3.14 The Borrower shall promptly issue fresh PIs, as and when requested by the Lender, if the PIs submitted by the Borrower to the Lender are exhausted or about to exhaust or if the Lender is facing any difficulty / impediment for any reason whatsoever in presenting such PIs or if required at any time by the Lender at its sole discretion.

3.15 The Lender shall not in any way be responsible for delay, omission, or neglect in encashment, damage or loss of any PI for any reasons whatsoever and shall not be liable to pay the proceeds to be held by the Lender.

3.16 The Borrower may, subject to prior approval by the Lender, be permitted to swap/ exchange the PIs issued to the Lender with alternate PIs subject to payment to the Lender of the charges as set out in the Facility Documents. The Borrower shall not, without the prior written approval of the Lender (which approval may be given subject to such terms and conditions as may be stipulated by the Lender including payment of minimum prepayment amount, prepayment charges or discounted interest and/or any other charges, plus applicable interest tax or other statutory levy), prepay the outstanding principal amount of the Facility in full or in part, before the Due Date.

3.17 In the event of dishonour of any PIs issued by the Borrower, the Borrower shall be liable to a flat charge separately for each dishonour of PI so issued by the Borrower ("**Dishonour Charges**") as specified in the Facility Documents.

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3.18 The Borrower shall bear all interest tax, service tax, all other imposts, duties (including stamp duty and relevant registration and filing charges and taxes ofany description whatsoever) as may be levied from time to time by the Government or other authority and all other costs and expenses whatsoever(including but not limited to any costs and expenses incurred by the Lender and its representatives and consultant(s) in connection with the Facility Documents.

3.19 The Lender shall be entitled to adjust the advance Installment and/or security deposit/initial payment made by the Borrower and as more specifically described in Facility Documents hereunder towards any outstanding amount in such manner and at such time as the Lender may determine in its sole discretion.

3.20 In case of death of Borrower (if the Borrower is an individual), the demand promissory note given by the Borrower will be invoked against his/her/its legal heir/successor/s.

3.21 Apart from the events stated in hereinabove, an Event of Default shall be deemed to have occurred under these Terms and Conditions, if: (a) The Borrower commits a breach or fails or neglects to perform, keep or observe any of the conditions set forth herein; (b) Any covenant, representation and/or warranty of the Borrower are found/proved to be incomplete, false or incorrect; (c) If the Borrower/s fails to deliver/issue PIs for the installments(d) Any PI issued by the Borrower/s in favour of the Lender is dishonored by the Borrower's bank; (e) Borrower fails in payment of one or more Installments on the Due Date pertaining to the Facility or any non-realization of the Installments on the Due Date;(f) Any material information supplied by the Borrower in any application form or any other Facility Document is found to be untrue, false or incorrect; (g) The Borrower has admitted to any person in writing that the Borrower is unable to pay the debts and that the Borrower is willing to be adjudged bankrupt; (h) If the Borrower commits any act of bankruptcy or makes assignment for the benefit of creditors or consents to the appointment of a trustee or receiver or insolvency proceedings, whether voluntary or otherwise, are instituted against the Borrower; (i) Receiver is appointed in respect of the assets or properties of the Borrower; (j) Business operations of the Borrower is suspended and such suspension continues for more than three months; (k) carrying on of the Borrower's business becomes illegal or contrary to any law, rules & regulations notified or enforced by any competent authority; (l) The Borrower, being an individual, has an insolvency notice is served on him or is declared insane or is convicted of any offence; (m) Any of the PI delivered or to be delivered by the Borrower to the Lender in accordance hereof, are not encashed / acted upon or dishonored for any reason whatsoever, on presentation being made; (n) Any instruction is given by the Borrower/s to stop payment on any of the PI; (o) If the Borrower commits a default under any other agreement executed with the Lender or any of its affiliates or group companies, or under any other agreement with the other creditors or in the performance of any covenant, term or undertaking thereunder, or any indebtedness of the Borrower not being paid; (p)Death, lunacy or any other permanent disability of the Borrower if the Borrower is an individual (q) If any other event has occurred which in the opinion of the Lender jeopardizes its interest or would make it difficult for the Lender to recover the Facility, if timely action is not taken.

4. Borrower's Representation and Warranties

4.1 The Borrower/s on availing the Facility represents, warrants and covenants to the Lender on a continuing basis as under: (a) That these Terms and Conditions and all documents hereunder, as required, will constitute valid, binding and enforceable obligations of the Borrower. (b) That the Borrower does not violate any covenants, conditions and stipulations under any existing agreement entered into by the Borrower with any third party, by availing the Facility from the Lender. (c) That there is no action, suit, proceeding or investigation pending or to the knowledge of the Borrower threatened by or against the Borrower or the property of the Borrower before any court of law or government authority or any other competent authority which might have a material effect on the financial and other affairs of the Borrower/s or which might put into question the validity, enforceability or performance of these Terms and Conditions or any of the terms and conditions contained in any of the Facility Documents. (d) The Borrower shall give PI for the complete repayment of the Facility being fully aware of the fact that dishonor of any PI is a criminal offence under the Negotiable Instruments Act, 1881/The Payment and Settlements Act, 2007 (as may be applicable). No notice reminder or intimation will be given regarding the presentation of the PIs by the Lender. Such PI shall be drawn from such bank and such location as agreed to by the Lender. (f) The Borrower shall at all times abide by the laws in

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India, and in particular, provisions of the Prevention of Money Laundering Act, 2002. (g) It is fully competent to avail the Facility and the borrowing is in consonance with the provisions of its constitution documents and that there is no statutory bar upon it to borrow. (g) If the Borrower is an individual, the Borrower is above 18 years of age (h) No suit is pending in the municipal magistrate's court or any other court of law against the Borrower nor has the Borrower been served with any notice for infringing the provisions of the municipal act or any act relating to local bodies or gram panchayats or local authorities or with any other process under any of these statutes (i) the Borrower has paid all public demands such as Income Tax and all the other taxes and revenues payable to the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.

4.2 The Borrower hereby covenants that (i) it shall observe and perform all its obligations under the Facility Documents; (ii) immediately deliver to the Lender all documents/information, including bank account statements as may be required by the Lender from time to time. The Borrower also authorizes the Lender to communicate independently with his bank and / or employer and/or debtors and/or creditors of Borrower. (iii) immediately notify the Lender of any litigations or legal proceedings against any Borrower; (iv) notify the Lenders of any Event of Default; (v) notify the Lender 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) ensure deposit of salary and / or business proceeds in the account from which PDCs/NACH have been issued to the Lender; (viii) it shall be the Borrower's obligation to keep being acquainted with the rules of the Lender, in force from time to time; and (ix) to make regular payments to the Lender.

4.3 The Borrower shall promptly upon the request of the Lender provide, or ensure submission of, such documentation and other evidence as is reasonably requested by the Lender or any person designated by the Lender to conduct any KYC requirement under applicable laws and regulations or under the Lender's policies, at any time during the currency of the Facility .

4.4 The Borrower/s shall ensure that no part of the Facility shall be utilized for any illegal purposes and/or immoral activities, gambling, lottery, races and activities speculative in nature and/or such other activities of similar nature.

5. Foreclosure of Facility

Atthe request of the Borrower(s) the Lender may foreclose the Facility. If the Borrower, seeks foreclosure anytime after disbursement of the Facility Lender shall chargesuch foreclosure charges as specified under the Sanction Letter.

6. Tele-calling to the Borrower

The Borrower expressly authorises/consents the Lender/its recovery service providers to contact the Borrower telephonically even if the name of the Borrower appears in the "Do Not Call" Register to inform the Borrower about his/her Dues under the Facility granted under these Terms and Conditions. The Borrower also expressly declares that such telephonic calls from the Lender\'s tele-callers or recovery service provider will not cause any inconvenience to him/her and/or their family. The Borrower hereby also authorizes and consents to the Lender contacting the Borrower to offer other products which the Lender offers and which the Lender has ascertained that the Borrower has the relevant eligibility criteria to avail.

7. Records of Facility

The Lender shall maintain or cause to be maintained in accordance with its usual practice, electronic/computerized accounting systems at any of their offices in India , records evidencing the amounts disbursed and due under these Terms and Conditions from time to time and such computer generated certificate / statement from the Lender\'s electronic terminals shall be deemed as conclusive evidence of existence of the debt and the shall not be contested by the Borrower in any circumstances whatsoever including but not limited to in any legal action or proceeding arising out of or in connection with these Terms and Conditions. In any legal action or proceeding arising out of or in connection

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with these Terms and Conditions, the entries made in the computer generated and maintained accounts shall be prima facie evidence of the existence and amounts therein recorded and amount of realization recovered and expended.

8. .Co-Lending Arrangement

8.1 The Borrower agrees and confirms that, without prejudice to anything contained in these Terms and Conditions, the Lender shall have right to enter into a co-lending arrangement (**"Arrangement"**) in pursuance to and subject to applicable guidelines/circular/notification issued by the RBI, from time to time, with any financial institution of its choice with which the Lender may enter into a formal agreement for co-lending of the Facility(ies) (**"Lender 2"**), therefore a part of the disbursed Facility amount might be taken over by the concerned Lender 2in its books as per the agreed terms of Arrangement by and between the Lender and the Lender 2.

8.2 If the Lender 2 and the Lender enter into an Arrangement with respect to Facility then subsequent to Lender 2 taking its share of Facility amount in its books, the Lender 2 for all technical, legal and operational purposes shall become a co-creditor of the Borrower in form of a co-lending partner of Lender. It is clarified that subject to the terms of the Arrangement all the duties, obligations, rights, benefits and entitlements of the Lender as contained in these Terms and Conditions, and other Facility Documents, in addition to Lender, shall also inure to benefit of the Lender 2, and the extent, manner and form of exercising such duties, obligations, rights, benefits and entitlements of the Bank shall depend upon the understanding between the Lender and the Lender 2 as maybe contained in the Arrangement. The Borrower also acknowledges all the other probable implications of such co-lending arrangement on the Facility provided herein and Borrower's responsibilities thereof.

8.3 In the event, the Lender and the Lender 2 enter into an Arrangement, the right to take recovery/legal action or initiate appropriate legal proceedings against the Borrower on the default by the Borrower under these Terms and Conditions or other Facility Documents and all the remedies available can be exercised jointly or severally by Lender and/or Lender 2, as the case may be depending upon the terms of Arrangement. The remedies available to the Lender and the Lender 2 under the law, this Terms and Condition s or equity shall be in addition to each other or cumulative. The manner, form and time of exercising the rights or remedies will be as per the discretion the Lender and/or the Lender 2 under the instructions of the Lender and the Lender 2 (as the case maybe).

The Borrower unconditionally accepts and acknowledges that it shall abide/comply by/with the instructions which might be issued by the Lender with respect to the Facility upon Arrangement taking place between Lender and the Lender 2. The Borrower also unconditionally accepts and acknowledges that Lender may change/modify any of the terms contained in the Sanction Lender by way of an intimation through a letter of notice thereof and the Borrower shall duly comply with such letter or notice without any delay or demur.

9. <u>Miscellaneous</u>

9.1 The Dues, shall not be revoked or cancelled or affected by the death or insolvency of the Borrower, and the Lender shall so long as the whole (or any part)of the Dues remain outstanding/payable to the Lender, be entitled to act upon and enforce all of its rights against the legal heirs, executors of the deceased Borrower, pursuant to, and in accordance with, these Terms and Conditions and the Facility Documents executed by the Borrower and/or any other persons to/in favor of the Lender.

9.2 In case the Lender recalls the Facility upon/after the occurrence of an Event of Default, and the Borrower's requests the Lender to accept part payment/sof the Dues and to permit the Borrower to continue repaying the Installments in future, the Lender may entertain/accept such requests upon such further terms and conditions as the Lender may think

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fit and proper in its sole discretion. Any decision taken by the Lender not to allow such request/s of the Borrower shall be final and binding on the Borrower.

9.3 Delay in exercising or omission to exercise any right, power or remedy accruing to the Lender upon any default or otherwise under these Terms and Conditions or any other Facility Documents shall not impair any such right, power or remedy or shall not be construed to be a waiver thereof or acquiescence in such default, nor shall the action or inaction of the Lender in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the Lender in respect of any other default.The rights of the Lender under these Terms and Conditions and the other Facility Documents may be exercised as often as necessary and are cumulative and not exclusive of their rights under the general law and may be waived only in writing at the Lender's sole discretion.

9.4 The Borrower(s) undertakes that each of his obligations under this Terms and Conditions 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.

9.5 The Borrower acknowledges that the rate of interest, additional interest, service charges and other charges payable and or agreed to be paid by the Borrower under this Terms and Conditions are reasonable and acceptable to him.

9.6 Notices. Any notice or request to be given or made by Lender to the Borrower(s)/ shall be in writing. and shall be deemed to have been duly received by such persons if it is given or made at the mailing address/postal address last known to the Lender and/or the address as stated in the Sanction Letter. All notices sent by Lender to the Borrower(shall be deemed to have been received by all the party to whom it is addressed: (a) if given by post (including by ordinary or registered post with acknowledgement due) on the expiration of 3 (Three) days after the same shall have been delivered to the post office; (b) if given by courier on the expiration of 2 (Two) days after the same shall have been handed-over to the courier agency; (c) if delivered personally, when left at the address of the Borrower(s) as aforesaid, and a certificate by an officer of the Lender who sent such notice or communication that the same was so given or made shall be final and conclusive; (d) if given by SMS message or email or Whats App, on the mobile number and/or email provided by the Borrower(s) to the Lender, and upon receipt of delivery status as indicated by the communication company; (e) Any notice to be sent to the Lender by the Borrower(s)shall be sent in writing to the registered office of the Lender or any such designated office notified by the Lender to the Borrower. Any notice addressed to the Lender shall be deemed to be received by the Lender when the Lender shall have received it.

9.7 The Borrower hereby agrees that his or her Personal Data will be collected, used, disclosed and/or processed by the Lender and its affiliates for one or more of the following purposes:

(i) administering and/or managing the relationship and/or account(s) with the Lender;

(ii) carrying out due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or risk management procedures (including but not limited to those designed to combat financial crime, "know-your customer", anti-money laundering, counter-terrorist financing or anti-bribery), that may be required by law or that may have been put in place by the Lender;

(iii) dealing in any matters relating to the services and mailing of correspondence, statements, invoices, confirmations, information, reports or notices, which could involve disclosure of certain Personal Data about you to bring about delivery of the same;

(iv) the recovery of any and all amounts owed to the Lender;

(v) the process of reviewing and approving credit/financing and approving the account(s), and the conduct of initial and anticipatory credit/financing checks and assessments, relevant checks, ongoing assessment and verification of ongoing credit/financing worthiness and standing;

(vi) to check the eligibility of the Borrower towards other loan products of the Lender

(vii) preventing, detecting and investigating fraud, misconduct, any unlawful action or omission, whether relating to the application or any other matter relating to the account(s) of yourself; and/or

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(viii) managing the Lender's infrastructure and business operations, and complying with policies and procedures that may be required by law or that may have been put in place by the Lender, including those relating to auditing, finance and accounting, billing and collections IT systems (together referred as "Purposes").

9.8

10. Governing law and jurisdiction

10.1 The Facility, these Terms & Conditions and the other Facility Documents shall (unless otherwise specified in the FacilityDocuments) shall be governed by and construed in accordance with the laws of India.

10.2 All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the parties hereunder shall be settled by arbitration to be held at Mumbai as per the discretion of the Lender, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof or any statute enacted for replacement therefore and shall be referred to the sole arbitration of a person to be appointed by the Lender.

10.3 The courts of Mumbai shall have the exclusive jurisdiction to entertain and try all matters arising from and out of the Facility Documents.

11. Consent to Disclosure

The Lender shall exercise care while handling any confidential information. However, the Borrower acknowledges and accepts that the Lender shall be entitled to disclose information to: (a) third parties for credit reference checks, verification, etc., disclose any information/documents relating to the Borrower under these Terms and Conditions; (b) the Lender's affiliates or group companies or persons in which the Lender or its investors have beneficial interest or to persons with whom Lender have a business arrangement and such persons are bound by confidentiality norms; (c) to prospective transferees or purchasers of any interest in the Facility and to their representatives; (d) as required by law or any government order or direction including disclosure as may be necessary to perform or fulfill any requirements specified by the RBI or any regulators; (e) to accountants, auditors, lawyers of the Lender; (f) with agencies storing data or information or documents in physical or digital form; (g) KYC reporting to CERSAI or any authority or agency as may be prescribed by law or as decided by the Lender from time to time; (h) as deemed necessary by the Lender while exercising its remedies under the Facility Documents. The Lender shall also be entitled to disclosure without any notice to the Borrower all or any information/documents or the data including but not limited to: (a) information and data relating to the Borrower; (b) the information or data relating to any credit facility availed of/to be availed by the Borrower; (c) details of default, if any, committed by the Borrower, for protecting its interests to Income Tax authorities, Credit Information Companies, Credit Rating Agencies or any other government or any other regulatory authorities/bodies/departments/authorities; (d) information utilities as defined under the Insolvency and Bankruptcy Code, 2016 (if applicable) as and when so demanded. The Borrower hereby specifically waives the privilege of privacy and defamation.

12. The Borrower(s) acknowledges that the contents of the Terms & Conditions have been fully understood by him in vernacular language at the time of availing the Facility.

13. A copy of these Terms & conditions is being delivered to the Borrower(s) and the Borrower(s) affirm the receipt of the same.

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This indenture of Declaration is made at Delhi on 04th day of February, 2022.

For

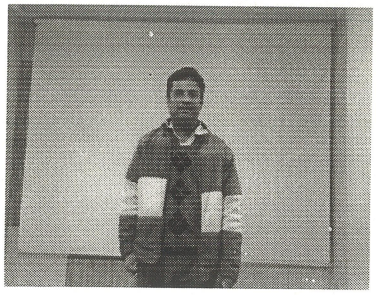
Mr/Ms.
Praveen Bawanpuri _____ and Authorised Signatory,
Indian School Finance Company Private Limited,

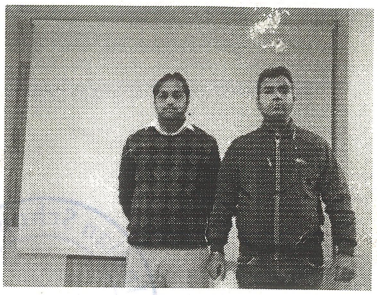
WITNESSES:

1.
Giraraj Kumar Pahadia
S/o Nanak Ram
R/o H.No. D-35A, Vishwas Park
Vikas Nagar N.D.-59
Ph. 3420178834 64

2.
Rohit Shukla
Rohit Shukla
S/o Hariom Shukla
R/o 4, 3rd Floor, Marth Vihar
Pitam Pura Delhi
Ph. 2519302120 86

Reg. No.	Reg. Year	Book No.
91	2022-2023	4





Ist Party IInd Party Witness

Ist Party INDIAN SCHOOL FINANCE COMPANY PRIVATE LIMITED THRU ITS PRAVEEN BAWANSA

IInd Party NA

Witness GIRRAJ KUMAR PAHADIA, ROHIT SHUKLA

Certificate (Section 60)

Registration No.91 in Book No.4 Vol No 13,749
on page 1 to 12 on this date **04/02/2022 7:25:44PM** day Friday
and left thumb impressions has/have been taken in my presence.

Govt. Of NCT Of Delhi

Sub Registrar
SR II Basai Darapur
New Delhi/Delhi

Date 07/02/2022 11:22:51

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WEST DISTT. DELHI

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