

LOAN AGREEMENT

This Loan Agreement (hereinafter referred to as “Agreement”) is made on the date as set out in Schedule 1 by and between:

Goldline Finance Private Limited, a Non-Banking Finance Company (NBFC) duly registered with the RBI, having its registered office at Unit-885, 8th Floor, Office Block-B High Street, Vegas Mall, Dwarka Sector 14 South West Delhi 110075 and its branch office at 8th Floor, Symbyont- Smart Spaces, Orbit, Plot No 30/C, Sy No 83/1, Hyderabad, Telangana 500019, hereinafter referred to as “Lender” (which expression shall, unless repugnant to the context or meaning thereof, mean and include its associates, affiliates, its successors, assigns and /or administrators), of the FIRST PART;

AND

The Borrower as detailed in Schedule 1, hereinafter referred to as the “Borrower” (which expression shall, unless repugnant to the context or meaning thereof, mean and include its associates, affiliates, its successors, assigns and /or administrators), of the SECOND PART.

The Lender and the Borrower are hereinafter, where the context so requires, collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS

1. The Lender is a Non-Banking Finance Company (NBFC) engaged inter alia, in the business of providing loans to its customers; and
2. The Borrower has applied for availing loan on the Platform from the Lender and the Lender has agreed to provide the loan on the terms and conditions and the purpose as contained in this

Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS

All capitalized words and expressions defined by inclusion in this Agreement shall have the meaning as ascribed to such words and expressions and following words and expressions shall have the meanings as set out hereunder:

"Access Code(s)" means any authentication mode as approved or specified for secure usage of the Platform including without limitation combination of username and password.

"Affiliate" means, a subsidiary, and/or holding company, and/or associate company, and/or a group company of the Lender, where the terms 'subsidiary company', 'holding company', and 'associate company' shall have the meanings ascribed to such terms in the Companies Act, 2013, or any other relevant statutes or regulations.

"Borrower" means each such person who has executed, or acceded to, the Agreement in the capacity of a borrower and is mentioned as such in Schedule 1.

"Business Day" means any day, excluding a Saturday, Sunday, and/ or any other day on which banks are allowed to be closed in the place where the branch office of the Lender, as mentioned

in the Schedule 1 is located, is open for business.

“Charges” means processing fee, late payment fee, and the like as specified in Schedule 1.

“Due Date” means such date(s) on which any payment becomes due and payable under the terms of this Agreement.

“GST” means Goods and Services Tax.

“KYC” shall mean all documents and information as may be provided by the Borrower to the Lender Including for the purpose of customer identification, whether required under law or otherwise.

“Law” includes all statutes, enactments, acts of the legislature in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, instrumentality of the government and/or regulator.

“Loan” means the unsecured loan/s or credit facilities sanctioned by the Lender to the Borrower for an amount as mentioned in Schedule 1 of this Agreement.

“Loan Documents” means, collectively (a) the application form submitted by the Borrower; (b) the Agreement; (c) the sanction letter (d) any other document executed from time to time pursuant to any of the foregoing to which the Borrower or the Lender is a party; and (e) any other agreement or document which the Lender designates as a Loan Document.

“Material Adverse Change” means a material impairment of the prospect of repayment of any portion of the Outstanding Amounts, in the opinion of the Lender.

“Installments”, means the amount payable in such frequency as specified by the Lender, every month, by the Borrower to the Lender and such amount shall comprise the principal amount of the Loan, interest, and other Outstanding Amounts, the details of which are set out in Schedule 1.

“NEFT” means National Electronic Fund Transfer in terms of the regulations and directions issued by RBI or any other competent authority.

“Outstanding Amount(s)” means, as on any given date, the total amount outstanding due and payable to the Lender in accordance with the terms of the Loan Documents, and, for avoidance of doubt, it shall always comprise the following:

- a) principal amount of the Loan outstanding on such date;
- b) the interest due and payable to the Lender;
- c) all Charges; and
- d) any other Outstanding Amount owing to the Lender in relation to the Loan Documents or otherwise as the Lender may claim from time to time.

“Platform” shall mean the website “www.capitalnow.in” or the mobile application “CapitalNow.in” owned and operated by Finxer Technologies Private Limited

“Purpose” means the purpose for which the Loan has been issued and sanctioned, the details of which are set out in Schedule 1.

“Repayment Modes” means the payment of the Installments and the Outstanding Amounts, as the case may be, by any of the following modes, in accordance with procedures set out in this Agreement.

- a) PAYMENT GATEWAY OF ANY SERVICE PROVIDER;

- b) INTERNET BANKING;
- c) Any other instrument suitable from time to time.

“RBI” means the Reserve Bank of India;

“Taxes” means any and all present and future income and other taxes, levies, GST, rates, imposts, duties, deductions, charges and withholdings whatsoever imposed by any governmental authority and all penalties, fines, surcharges, interest or other payments on or in respect thereof.

2. LOAN AND DISBURSEMENT

2.1 The Borrower hereby agrees to borrow from the Lender, and the Lender hereby agrees, to sanction and extend to the Borrower, the Loan, the details of which are specifically set out in Schedule 1, for the Purpose stated in Schedule 1 on the terms and conditions set out herein.

2.2 The Loan will be disbursed to the Borrower in one or more installments as set out in Schedule 1. If so required, the Borrower shall acknowledge receipt of each disbursement, in the form required by the Lender.

2.3 The Lender shall be entitled to cancel the sanction of the Loan or any balance thereof, at any time prior to the disbursal of the Loan, at its sole discretion, with notice to the Borrower.

2.4 At the request of the Borrower, the Lender may in its sole discretion agree to the Borrower for renewal of the Loan/ re-borrowing any amount(s) under this Agreement for such amounts and for such further periods as the Lender may deem fit in its sole discretion and/or in compliance with applicable laws and including, the Lender's discretion in revising any of the conditions for the Loan including, specifying additional conditions, which shall all be binding on the Borrower. The rate of interest/tenure, Charges and change in conditions shall be as intimated by the Lender to the Borrower. Notwithstanding this, upon any such request being made by the Borrower, the Borrower shall have deemed to have warranted and represented to the Lender that no Event of Default has occurred and/or is in existence or continuing.

3. INTEREST AND CHARGES

3.1 The Borrower shall pay the interest and Charges at the rate as set out in Schedule 1 herein, by the respective Due Date(s).

3.2 Subject to Schedule 1, the Lender shall have the right to revise the rate of interest and Charges from time to time, at its sole discretion, and such revised rate of interest and Charges shall be binding on the Borrower. The Parties hereby agree that the publication of the revised rate of interest and Charges on the Platform or on the notice board of a branch office of the Lender, or any other form of generally acceptable form of communication, shall constitute adequate notice in respect of the revisions made to the rate of interest and Charges. It is hereby agreed that any revision made to the rate of interest and Charges shall come into effect with prospective effect from the date on which such revisions are made applicable.

3.3 The Lender shall be under no obligation to serve any notice, reminder or intimation to the Borrower regarding their obligation to pay the interest and Charges on the respective Due Date(s) thereof and it shall be entirely the Borrower's responsibility to ensure prompt and regular payment thereof on the respective Due Date(s) and in the manner herein provided.

4. REPAYMENT AND PRE-PAYMENT OF THE LOAN

4.1 The Borrower shall repay the Loan on the Due Date(s), in accordance with the terms set out in Schedule 1. The Borrower may pay the Installments through any of the Repayment Mode(s) or as per the specific instructions of the Lender. The Borrower understands that his obligations under this Agreement shall be valid and binding until the complete repayment of Outstanding Amount(s) to the satisfaction of the Lender.

4.2 The Borrower shall pay each Installment on the Due Date(s) without any demur or protest or default and without claiming any set-off or counterclaim on respective dates on which the same are due or otherwise. The Lender shall be under no responsibility to provide notice, reminder or intimation to Borrower in relation to the payment of the Installment on the Due Date(s). The Borrower shall be responsible to ensure prompt and regular payment of the Installments on each Due Date(s).

4.3 The Borrower hereby unconditionally and irrevocably authorizes the Lender or any other enforcing agency to enforce the Repayment Mode(s) instruments towards payment of the Outstanding Amount(s). The Borrower shall ensure availability of funds in the account on which such Repayment Mode(s) instruments have been drawn and the Borrower shall not at any time close his/her account and/or issue any notice instructing the Lender not to present any such instruments for encashment or instruct his/her bank to stop payment on any such Repayment Mode(s) instruments.

4.4 Notwithstanding anything in the Loan Documents, in case of any delay or failure in the payment of the Installment or non-payment of any portion of the Outstanding Amount(s), the Lender shall have the right to charge the Borrower the default charges as provided in Schedule 1

above the agreed rate of interest, and such default charges shall be added to the Outstanding Amount(s) owing to the Lender and shall be deemed to form part of the Loan. The Lender shall have the right to continue charging the default charges until the payment of the Installment(s) or repayment of the Outstanding Amount(s), as the case may be, to the satisfaction of the Lender. It is hereby clarified that the rights of the Lender contained in this clause shall be without prejudice to the rights of the Lender in relation to an Event of Default.

4.5 The Lender is entitled to make changes in the components of repayment schedule as the Lender may deem fit basis Lender's credit assessment of the Borrower and any such change shall be binding on the Borrower prospectively.

4.6 Notwithstanding anything to the contrary contained in this Agreement, or any other Loan Documents, the Borrower hereby acknowledges and agrees that the Lender shall have the right to demand the repayment of the Outstanding Amount(s) at its sole discretion, without assigning any reason thereto, by providing the Borrower(s) with notice demanding such repayment within ten (10) Business Days.

4.7 At the request of the Borrower, the Lender may accept the prepayment of any or all of the Outstanding Amounts of the Loan before the Due Date(s) and foreclose the Loan as per the terms agreed herein.

4.8 Notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable law or anything contained in the Loan Documents, the amounts repaid by the Borrower shall be appropriated first towards cost, charges and expenses and other monies; secondly towards interest on the delayed payments; thirdly towards interest payable under the Loan Documents and lastly towards repayment of any principal amounts.

4.9 The Borrower will remain liable under/in respect of the Repayment Modes, even if partial payments have been made towards the Loan, from time to time, or the Loan amount has been revised. In case of death or insolvency of the Borrower, the Outstanding Amount(s) will be recovered from his/her legal heir/s, legal representative/s, executor/s, administrator/s.

5. BORROWER'S COVENANTS AND UNDERTAKINGS

5.1 The Borrower hereby covenants and undertakes as under:

- i. To not default or delay in the repayment of Outstanding Amount(s) beyond the respective Due Date(s).
- ii. To notify the Lender in writing if the Borrower becomes aware of any fact, matter or circumstance (whether existing on or before the date of this Agreement or arising afterwards) which would cause any of the representations and warranties of the Borrower under this Agreement or the other Loan Documents to become untrue or inaccurate or misleading in any respect.
- iii. To notify Lender in writing if the Borrower has committed any default or is in breach of any of his covenants under this Agreement or the other Loan Documents or if the Borrower becomes aware of any fact, matter or circumstance (whether existing on or before the date of this Agreement or arising afterwards) which may give rise to a possibility of any breach of their covenants under this Agreement or the other Loan Documents.
- iv. To notify Lender in writing if the Borrower becomes aware of any fact, matter or circumstance which may have any Material Adverse Change or may give rise to any Material Adverse Change.
- v. To notify Lender of any litigation, arbitration, administrative, insolvency, bankruptcy or other proceedings initiated or threatened against the Borrower or his assets.
- vi. To promptly notify the Lender through a written notice, of any change in the Borrower's mobile number, postal address or any other details provided in the application form.
- vii. To deliver to Lender any information or documents as may be reasonably required by Lender in relation to the Loan, from time to time.

- viii. To use the Loan only for the Purpose specified in Schedule 1.
- ix. To execute any and all documents, as the Lender may require, from time to time, for duly or more perfectly securing the repayment of the Loan.
- x. To utilize any money received under an insurance claim by the Borrower, including legal heirs, for the repayment of the Outstanding Amount(s).
- xi. To ensure that the Access Codes are not compromised or shared with any unauthorized users.
- xii. To have read and understood the terms applicable for usage of the Platform and be bound by such terms and conditions at all times during the tenure of such Loan.

5.2 Each of the aforesaid covenants shall be construed as a separate and independent covenant or undertaking, as the case may be, shall not be limited by the terms of any other covenant, save as expressly provided to the contrary therein.

5.3 The Borrower shall ensure that no actions are performed by the Borrower, which would result in any of the representations and warranties of the Borrower under this Agreement from being breached or rendered false, inaccurate or misleading.

5.4 The Borrower shall ensure that the obligations under the Loan Documents shall rank pari passu with all his unsecured and unsubordinated obligations.

5.5 The Borrower shall provide the Lender with any and all documents that evidence, to the sole satisfaction of the Lender, the deployment of the Loan/ the relevant portion of the Loan towards the Purpose.

6. REPRESENTATIONS AND WARRANTIES

6.1 The Borrower hereby represents and warrants to the Lender that:

i. The Borrower has the power to enter into, deliver and perform his obligations under this Agreement and the Loan Documents.

ii. The Loan Documents have been duly executed and delivered by him and constitute valid and legally binding obligations enforceable in accordance with its terms on the Borrower.

iii. Neither the execution and delivery by him of the Loan Documents nor the performance by the Borrower of his obligations under the Loan Documents conflict or will conflict with or result in any breach of any of the terms, conditions or provisions of, or violate or constitute a default or require any consent under any indenture, mortgage, agreement or other instrument or arrangement to which he is a party or by which he is bound or violates any of the terms or provisions of any authorization, judgment, decree or order or any statute, rule or regulation applicable to the Borrower.

iv. The Borrower has the legal right, power and authority to deliver and perform his obligations under this Agreement, Loan Documents and the Borrower represents that all consents, and actions of, filings with and notices to any governmental authority as may be required to be obtained by the Borrower in connection with the execution, delivery and performance by the Borrower of this Agreement and/or the Loan Documents have been obtained or granted and are in full force and effect.

v. All acts, conditions and things required to be done, fulfilled and performed in order: (a) to enable the Borrower to lawfully enter into, exercise his rights under and perform and comply with the obligations expressed to be assumed by him in the Loan Documents; (b) to ensure that the obligations expressed to be assumed by him in the Loan Documents are legal, valid and binding; and (c) to make the Loan Documents admissible as evidence in India, have been done, fulfilled and performed.

vi. The Borrower is in compliance with all applicable laws (including laws relating to Tax,

anti-corruption and anti-money laundering, anti-bribery).

vii. The loan application form, duly filled in, is true and accurate in all respects, is not misleading and does not omit any material fact, the omission of which would make any fact or statement therein misleading.

viii. 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 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.

ix. The Borrower has sufficient funds to repay the Outstanding Amounts.

x. There is no litigation pending or threatened against the Borrower which can impede the performance of the obligation of the Borrower under the Loan Documents.

6.2 The Borrower hereby represents and warrants that each of the representations and warranties contained herein is true, accurate, complete, and correct in every respect as on the date hereof, and as of the date of Loan disbursal and as of each Due Date(s) (except for any representation which expressly relates to an earlier date and is not repeating), and which representations and warranties shall survive the execution and delivery of this Agreement till the repayment of all Outstanding Amounts.

6.3 The representations and warranties above shall be deemed to be repeated by the Borrower on and as of each day from the date of this Agreement until all the Outstanding Amount(s) due or owing hereunder by the Borrower to the Lender have been repaid in full.

6.4 The Lender shall have no obligation to verify the authenticity of any transaction/instruction received or purported to have been received from the Borrower through the Platform or purporting to have been sent by the Borrower other than by means of verification of the Access Codes.

6.5 All the records of the Lender with respect to the online request for facility arising out of the use of the Platform shall be conclusive proof of the genuineness and accuracy of the transaction. While the Lender and its Affiliates shall endeavour to carry out the instructions promptly, they shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement of Law.

7. AUTHORIZATION AND DISCLOSURES

7.1 The Borrower authorizes and gives his express consent to the Lender to engage or appoint one or more person(s) to verify any fact or information concerning and pertaining to the Borrower and/or to collect any and all Borrower information or activities relating to the administration of the Loan including the rights and authority to collect and receive on behalf of the Lender all dues and unpaid installments and other amounts due from Borrower under this Agreement. The Borrower expressly accepts and authorizes the Lender (and/or any such third party as the Lender may appoint from time to time) to contact third parties (including the family members of the Borrower) and disclose all necessary or relevant information pertaining to the Borrower and the Loan.

7.2 The Borrower consents to receive information from the Lender, its Affiliates, or any other service provider regarding dues, marketing schemes, various financial and insurance products, etc. in any one or more of the following methods: (a) Telephone even if Borrower's name appears in Do Not Call Register; (b) E-mail; (c) SMS; (d) WhatsApp; (e) other communication channels under applicable Laws.

7.3 The Lender may collect, use, process, store, transfer the information or data, including any sensitive personal information or data for the purpose of data processing, statistical or risk analysis, conducting credit or KYC or anti-money laundering checks, credit risk management, or monitoring the Borrower's credit worthiness or of meeting the disclosure requirements of any

Law binding on the Lender.

7.4 The Borrower also authorizes the Lender or any third party (authorized by the Lender) to collect data from Credit Information Companies ("CICs").

7.5 The Borrower agrees, authorizes and consents to the Lender to disclose, from time to time, any information relating to the Borrower and/or the Loan to; (a) any employee or representative of the Lender or to third parties engaged by the Lender, from time to time for purposes of this Agreement; (b) the RBI, CICs and/or any other governmental authority, agency or body corporate, which may use, process, disclose and furnish the said information in any manner as it may deem fit; (c) to any group companies and/or to any of the Lender's service providers or professional advisers and/or credit rating agencies.

8. EVENT OF DEFAULT

8.1 The Borrower undertakes not to commit an Event of Default and to do all such acts, deeds, or things as may be necessary to prevent the happening of an Event of Default. Each of the events or circumstances set out hereunder shall be an "Event of Default":

- i. Failure by the Borrower to comply with any provision of the Loan Documents or breach of any undertaking or covenant under the Loan Documents.
- ii. Failure by the Borrower to pay any Installment or the Outstanding Amount(s) on or prior to the Due Date(s).
- iii. Where any Loan Document ceases to be in full force or any provision of a Loan Document:
 - (a) ceases to be in full force or in effect; or (b) become invalid, illegal, or unenforceable; or (c) is terminated, suspended, or repudiated by the Borrower; or (d) any person (other than the Lender) shall have repudiated or disavowed or taken any action to challenge the validity or

enforceability of any Loan Document.

iv. Any representation or warranty or statement confirmed or made or deemed to be made, by the Borrower in, or in connection with, any Loan Document or any other document that is delivered by or on behalf of the Borrower under, or in connection with, any Loan Document becomes false, misleading or otherwise incorrect.

v. Initiation of insolvency process with respect to the Borrower under applicable Law.

vi. The Borrower is or becomes a party to any litigation, arbitration, administrative or other action, investigation by any governmental entity, claim, suit or proceedings which would have a material adverse effect on the terms of this Agreement.

vii. Any clearance that was required to have been obtained by the Borrower in relation to the Loan is rescinded, terminated, withheld, modified, or suspended, or is otherwise determined to be invalid.

viii. The Borrower commits a breach of applicable Law.

ix. The Purpose of the Loan is rendered illegal or a change in applicable Law prohibits the Lender from issuing and sanctioning the Loan to the Borrower.

x. The Borrower (a) is unable to pay the debts when due, or (b) admits in writing his inability to pay the debts as they mature, or (c) stops, suspends, or threatens to stop or suspend payments of or any part of his debts, or (d) begins proceedings, negotiations, or other measures with the view to rescheduling or deferring all or any part of his debts (including a moratorium on the payment of indebtedness); or (e) otherwise proposes a composition or arrangement with, or for the benefit of, its creditors generally or any group or class thereof.

xi. Upon the occurrence of a Material Adverse Change, or the occurrence of any event or series of event, which, in the opinion of the Lender, is likely to have a Material Adverse Change.

xii. The Borrower fails to furnish any information or document that may be required by the

Lender from time to time.

xiii. The Borrower obstructs the administration of the Loan by the Lender, including the process of the recovery of the Outstanding Amount(s).

8.2 Upon the occurrence of an Event of Default, or upon the occurrence of one of more events, conditions, and/ or circumstances which may constitute Event of Default, the Borrower shall immediately provide written notice to the Lender.

9. CONSEQUENCES AND REMEDIES IN CASE OF AN EVENT OF DEFAULT

9.1 Upon, and any time after, the occurrence of an Event of Default, whether a notice has been delivered by the Borrower to the Lender or not, the Lender shall have the right, at its sole discretion, to undertake any or all of the following actions:

- i. terminate the Agreement and cancel any outstanding commitment of the Lender in relation to the Loan to the Borrower.
- ii. stop advancing monies for the Borrower's benefit under this Agreement or any other agreement between the Borrower and Lender.
- iii. without prejudice to the above rights of the Lender, accelerate or recall the Loan by declaring the Outstanding Amounts immediately due and repayable.
- iv. charge and recover all default charges as per Schedule 1.

v. enforce the security, in any available.

vi. exercise any other right that the Lender may have under the Loan Documents.

vii. exercise any or all rights that the Lender may have under any law or contract and initiate required actions including without limitation under Section 138 and/or Section 141 of the Negotiable Instruments Act, 1881 and under Section 25 of the Payment of Settlement System Act, 2007.

9.2 Without prejudice to the aforesaid, it is hereby clarified that it shall be the responsibility of the Borrower to repay all Outstanding Amount(s) to the Lender immediately upon the occurrence of an Event of Default, unless such requirement is specifically waived by the Lender. Such amount payable by the Borrower to the Lender shall be paid forthwith and the payment of such amounts to the Borrower shall be made in the form and manner requested by the Lender at its sole discretion._

9.3 Upon the occurrence of an Event of Default, the Borrower will not be eligible to post further listings and his access to the Platform will be restricted and his registration on the Platform may be suspended/ terminated. In the event of suspension/ termination of his registration on the Platform, any Borrower listings which are not funded shall be cancelled and will be removed from the Platform immediately. However, the Borrower's obligations will subsist for the Loans funded prior to the effective date of suspension/ termination of his registration on the Platform.

9.4 The Borrower agrees that the payment of all the Outstanding Amount(s) to Lender under this Agreement can always be enforced against the Borrowers estate and assets and this Agreement shall be binding upon his heirs, executors, legal representatives and administrators of the Borrowers.

9.5 Notwithstanding any other rights available to the Lender under this Agreement, the Lender shall be entitled to initiate criminal proceeding or any other appropriate actions against the Borrower if at any time the Lender at its sole discretion has sufficient grounds to believe that the Borrower has made any misrepresentations and / or submitted any forged documents or fabricated data to the Lender. In case the Borrower is not traceable, the Lender reserves the right to approach the family members, referees or friends of the Borrower to know the whereabouts of the Borrower.

9.6 At the request of the Borrower, the Lender may, at its sole discretion, upon an independent review of the facts, conditions, and circumstances in relation to the Event of Default, allow the Borrower seven (7) days from the date of the notice delivered to the Lender or the date on which the Event of Default occurred, whichever is later, to cure the Event of Default. For avoidance of doubt, it is hereby clarified that nothing contained herein shall be construed in a manner as to require the Lender to mandatorily provide the Borrower with the opportunity to cure the Event of Default, unless required under applicable Law.

9.7 Notwithstanding anything contained herein, the Borrower acknowledges, confirms, and agrees that all expenses incurred by the Lender in relation to, and in connection with, an Event of Default shall be borne by the Borrower and the Lender shall be entitled to charge the Borrower for such expenses. For the purposes of the Loan Documents, any and all expenses incurred in relation to, and in connection with, an Event of Default shall be deemed to be an Outstanding Amount owing to the Lender.

9.8 Recovery Mechanism: In the event of any default in payment of any outstanding amount and payable by the borrower(s) in relation to the loan, the borrower(s) may be reminded or given notice of demand to pay the overdue amounts by making telephone call(s), sending written communications by letters and/or electronic communications or by making personal visits. The Lender may also initiate skip tracing activities either directly or through agencies or its authorised agents to enable recovery of delayed payments. Skip tracing is a method of determining the whereabouts of the Borrower and verifying information pertaining to the Borrower by accessing public records, such as CIBIL records, and contacting social connections,

etc. Personal visits may be to the workplace and/or residence of the borrower/s as per their preference and in case such preference is not communicated/ascertained, obligors will be contacted only at their residence/identified place of stay and if unavailable at residence, at the place of business/occupation. LSP may utilize the services of collection agents for collection of amounts in relation to the loan of delinquent cases only. All the practices adopted for follow-up and recovery of dues and enforcement of security will be inconsonance with the law. In addition to the foregoing, the loan may be recalled, and recovery proceedings may be initiated in accordance with the terms and conditions governing the loan.

10. INDEMNIFICATION

10.1 The Borrower shall indemnify and keep indemnified, the Lender and its Affiliates, and their respective directors, officers and employees and agents at all times hereafter from and against any and all costs, claims, charges, expenses, losses or damages (including reasonable attorney's fees) that may have been suffered or incurred by the Lender and/or its Affiliates by reason of any act by the Borrower or owing to an Event of Default.

11. EXCLUSION OF CONSEQUENTIAL DAMAGES

11.1 Borrower expressly understands and acknowledges that the Lender shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if the Lender has been advised of the possibility of such damages.

12. FORCE MAJEURE

12.1 If either Party hereto is prevented in the performance of any act required hereunder by reason of act of God, fire, flood, or other natural disaster, strikes, lock-outs, or other labour troubles, riots, insurrection, war or other reason of like nature which is not the fault of the Party in performing under this Agreement, the performance of such act shall be excused for both the Parties. The Party claiming an event of force majeure shall promptly notify the other Party in writing, and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder with the utmost dispatch when such cause is removed.

13. ASSIGNMENT

13.1 The Borrower shall not have any right to assign this Agreement and/or any right or obligation hereunder or part hereof. The Lender may assign its rights under this Agreement and notify the Borrower accordingly of such an assignment.

13.2 The Lender shall be entitled to dispose off, assign, securitize or transfer, Lender's rights and obligations hereunder including any security created by the Borrower for securing any of the obligations hereunder (including without limitation, any interest that the Lender may have in any underlying asset that is the subject of this Agreement), to any bank/financial institution/entity of the Lender's choice in whole or in part and in such manner and on such terms as the Lender may decide (including reserving the right of the Lender to retain its power hereunder to proceed against the Borrower on behalf of the purchaser, assignee or transferee) and the consent of the Borrower to such disposal, assignment, securitization or transfer is hereby given and any notice in this regard to the Borrower is hereby waived by the Borrower. Any such disposal, assignment, securitization or transfer shall conclusively bind the Borrower.

13.3 Both the Parties understand and agree that the bank/financial institution/entity may agree to the aforesaid assignment, securitization or transfer inter alia on the following conditions:

- i. that the Installments payable under the Agreement shall be paid by the Borrower directly to the bank/financial institution/entity if so, required by the bank/financial institution/entity and this should be treated as a valid discharge of the obligations of the Borrower under the Agreement.
- ii. that in the event of the Borrower failing to do so, the bank/financial institution/entity shall have against the Borrower, all the rights, which the Lender has against the Borrower including right to institute proceedings, recover Outstanding Amount(s) as enumerated herein.
- iii. that the bank/financial institution/entity shall have the right of collecting and enforcing payment of all the Outstanding Amount(s) due from the Borrower in whatever manner, in its absolute discretion, it may consider necessary and prudent. The Lender shall, if so required by the bank/financial institution/entity, lend its name as plaintiff or co-plaintiff to any proceedings that the bank/financial institution/entity may institute against the Borrower.
- iv. that the Borrower shall allow the bank/financial institution/entity or any of their duly authorized representatives, to carry out any further due diligence on the Borrower at all times till the Borrower has not discharged all his financial obligations under the Agreement.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 This Agreement and the other Loan Documents shall be governed by and construed in accordance with the Laws of India.

14.2 This Agreement shall be interpreted in accordance with the laws of India and any dispute arising out of or in relation to this Agreement shall be subject to the jurisdiction of courts at Hyderabad, India

15. MISCELLANEOUS

15.1 Conclusive Evidence: In the absence of any gross error on the face of the record, any statement of account furnished by the Lender in relation to the Outstanding Amount or any other sum owing to the Lender under the Loan Documents shall be accepted by, and be binding on the Borrower, and such document shall be conclusive evidence of the existence of a debt and of the liability of the Borrower to repay the amount(s) stated therein.

15.2 No Right of Termination: The Borrower shall not have the right to terminate this Agreement or any other Loan Document without fully settling all Outstanding Amounts due and owing to the Lender and any other amounts due and owing to the Lender.

15.3 Right of Set-off: The Lender shall have a right of set-off to be exercised in relation to the amounts deposited with the Lender or any of its Affiliates. The Lender shall provide the Borrower with notice with full particulars of the Outstanding Amounts (or any other dues) and shall further set out the rights of the Lender to exercise such right of set-off till all claims are fully and finally settled between the Parties.

15.4 Waiver: Any delay or failure on the part of any Party to exercise any right or remedy under this Agreement will not operate as a waiver thereof, nor shall any waiver by either Party of any breach of this Agreement operate as a waiver of or in relation to any subsequent breach of it. A provision of this Agreement shall stand waived by the Lender if, and only if, such waiver is in writing and has been duly signed by the Lender. For avoidance of doubt, it is hereby clarified that where a provision of this Agreement is not applicable to a Borrower by virtue of the nature of such provision, no express waiver of the Lender shall be required.

15.5 Amendment: A provision of this Agreement shall stand amended if, and only if, the Lender amends such provision in writing (including via electronic means). Without prejudice to the immediately foregoing sentence, it is hereby clarified that, and the Parties agree that, the terms of this Agreement shall stand automatically modified and/or amended on and from the date on which any Law, directive(s) of a governmental authority, or an RBI directive, having the effect of modifying or amending this Agreement, are made applicable hereto or to the Lender. The Lender shall provide the Borrower with a notice informing the Borrower of the modifications/amendments arising out of such regulatory changes.

15.6 Provision of Services: The Borrower hereby agrees that the Lender may avail the services of any person to assist or provide the Loan facilities. The Parties hereby agree that the Lender may have the right to assign, outsource any services in relation to the grant of the Loan and such person may collect information from the Borrower.

15.7 Headings: Section headings contained in this Agreement are for convenience only and do not define, limit or enlarge the scope of the provisions of this Agreement and shall not be considered in the interpretation or enforcement of this Agreement.

15.8 Notice: Unless otherwise provided herein, all communications shall be by way of written notices (including electronic means). All notices to the Lender shall be delivered at the relevant addressee details set out in Schedule 1. All notices to the Borrower shall be delivered at the relevant addressee details set out in Schedule 1.

15.9 Survival: All covenants, representations, warranties of the Borrower under this Agreement shall continue in full force and effect until all his obligations have been satisfied. Any Provisions of this Agreement that by their content or expressly stated, are intended to survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

15.10 Time is of Essence: Time is of the essence for the performance of all obligations in this Agreement and the other Loan Documents.

15.11 Severability: Any provision in this Agreement, which is or may become prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in the same or any other jurisdiction. Without prejudice to the foregoing, the Parties will immediately negotiate in good faith to replace such provision with a proviso, which is not prohibited or unenforceable and has, as far as possible, the same commercial effect as that which it replaces.

15.12 Good Faith: The Parties are entering into this Agreement on the basis of the commercial good faith of the Parties and each Party shall conduct their affairs in a manner that upholds such good faith.

15.13 Legally Binding: This Agreement shall be legally binding on both the Parties.

15.14 Entire Agreement: This Agreement, its schedule(s) and application form submitted by the Borrower hereto embody the complete agreement and understanding among the Parties with respect to the matters covered therein and supersede and preempt any prior understandings, agreements or representation by or among the Parties, written or oral, which may have related to such matters.

15.15 Interpretation: In this Agreement unless the context requires otherwise:

- a) person includes any firm and any entity having legal capacity;
- b) any term importing gender includes both genders;
- c) any term importing the singular includes the plural and vice versa;
- d) the capitalised terms shall have the meaning as defined in this Agreement;
- e) any reference to any clause or schedule or annexure is a reference to such clause or schedule or annexure of or to this Agreement; and
- f) any reference to any enactment includes any statutory consolidation, re-enactment, amendment or replacement of it and any subordinate legislation under it.

15.16 Grievance Redressal Mechanism: Borrowers may reach out to the nodal grievance officers, details of whom are provided below in this Clause 15.16 (Grievance Redressal Mechanism), for any FinTech/ digital lending related complaints or issues. Details of the nodal grievance redressal officers of the Lender may be updated from time to time.

Grievance Redressal Officer:
Name - Akshitha Shetty
Email - support@capitalnow.in

Nodal Officer:
Name - Neha Pallav
Email - grievance@goldlinefinance.in

This Agreement has been executed by means of electronic signatures as recognized under applicable Law.

Borrower: Tarun Khare	Lender: Goldline Finance Private Limited
Date of execution: 08-04-2026	Date of execution: 08-04-2026

Key Facts Statement

Part 1 (Interest rate and fees/charges)

1	Loan proposal/ account No.	CNL01430466	Type of Loan	Personal Loan
2	Sanctioned Loan amount (in Rupees)		Rs. 60000.00	
3	Disbursal schedule (i) Disbursement in stages or 100% upfront.		100% upfront	
4	Loan term (months)		3 Months	
5	Installment details			
	Type of installments	Number of EPIs	EPI (₹)	Commencement of repayment, post sanction
	Monthly	N/A	N/A	01/05/2026
6	Interest rate (%) and type (fixed or floating or hybrid)		36% per annum Fixed	
7	Additional Information in case of Floating rate of interest		N/A	
8	Fee/ Charges			
		Payable to the RE (A)		Payable to a third party through RE (B)
		One-time/ Recurring	Amount (in ₹) or Percentage (%) as applicable	One-time/Recurring
				Amount (in ₹) or Percentage (%) as applicable
(i)	Processing fees	One-time	Rs. 7080	N/A
(ii)	Insurance charges	N/A	N/A	N/A
(iii)	Valuation fees	N/A	N/A	N/A
(iv)	Any other (please specify)	N/A	N/A	N/A
9	Discount (INR)		N/A	
10	Annual Percentage Rate (APR) (%)		81.52	
11	Details of Contingent Charges (in ₹ or %, as applicable)			
(i)	Penal charges, if any, in case of delayed payment		"D" being Due Date; From D+3, Rs 10 or 0.15% on the Principal (EMI) amount (whichever is higher) will be charged per day as Penal Charges until the repayment is done or D+365 (whichever is earlier)	
(ii)	Other penal charges, if any		On D+7, one-time late fee of Rs 250 or 1% on the Principal (EMI) amount (whichever is higher) will be charged along with the penal charges.	
(iii)	Foreclosure charges, if applicable		No foreclosure charges Refer Foreclosure Interest Benefit Table	
(iv)	Charges for switching loans from floating to fixed rate and vice versa		N/A	
(v)	Any other charges (please specify)		N/A	

Part 2 (Other qualitative information)

#	Details		Information
1	Clause of Loan agreement engagement of recovery agents relating to		Please refer to Clause 9.8 of the Agreement
2	Clause of Loan agreement grievance redressal mechanism which details		Please refer to Clause 15.6 of the Agreement
3	Phone number and email id grievance redressal officer of the nodal		Ms. Neha Pallav Email: grievance@goldlinefinance.in Phone: 7386103096
4	Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/ No)		Yes
5	In case of lending under collaborative lending arrangements (e.g., co-lending/ outsourcing), following additional details may be furnished:		
	Name of the originating RE, along with its funding proportion	Name of the partner RE along with its proportion of funding	Blended rate of interest
	N/A	N/A	N/A
6	In case of digital loans, following specific disclosures may be furnished:		
	(i) Cooling off/look-up period, in terms of RE's board approved policy, during which borrower shall not be charged any penalty on prepayment of loan		After loan disbursement, borrower can exit the digital loan within a 3- day cooling-off period by repaying the principal and proportionate APR, penalty-free.
	(ii) Details of LSP acting as recovery agent and authorized to approach the borrower		Please refer: Collection Agencies

APR Computation Sheet

Parameters	Fields
Sanctioned Loan amount (in Rupees)	Rs. 60000.00
Loan Term (months)	3 Months
No. of installments for payment of principal, in case of non-equated periodic loans	3
Type of EPI	N/A
Amount of each EPI (in Rupees)	N/A
Nos. of EPIs (e.g., no. of EMIs in case of monthly installments)	N/A
No. of installments for payment of capitalized interest, if any	N/A
Commencement of repayments, post sanction	01/05/2026
Interest rate type (fixed or floating or hybrid)	Fixed
Rate of Interest	36% per annum
Total Interest Amount to be paid during the entire tenure of the loan (in Rupees)	4980
Fee/ Charges payable (in Rupees)	7080
Payable to the RE	7080
Payable to third-party routed through RE	N/A
Net disbursed amount (in Rupees)	Rs. 52920.00
Discount Amount (INR)	N/A
Total amount to be paid by the borrower (in Rupees)	Rs. 64980
Annual Percentage rate- Effective annualized interest rate (in percentage)	81.52
Schedule of disbursement as per terms and conditions	100% upfront
Due date of payment of installment and interest	01/05/2026

Foreclosure Interest Benefit Table

The table below shows the interest rates for various repayment periods post-loan disbursement when No Installments are paid:

Foreclosure Timeline	Interest Rate
Repay on 0 day	0.00 %
Repay within 1-2 days	0.10-0.20 %
Repay within 3-5 days	0.30-0.50 %
Repay within 6-10 days	0.60-1.00 %
Repay within 11-15 days	1.10-1.50 %
Repay within 16-20 days	1.60-2.00 %
Repay within 21-25 days	2.10-2.50 %
Repay within 26-30 days	2.60-3.00 %
Repay within 31-40 days	3.10-4.00 %
Repay within 41-50 days	4.10-5.00 %
Repay within 51-60 days	5.10-6.00 %
Repay within 61-70 days	6.10-7.00 %
Repay within 71-80 days	7.10-8.00 %
Repay within 81-90 days	8.10-9.00 %
Repay within 91-100 days	9.10-10.00 %

The table below shows the interest rates for various repayment periods post-loan disbursement when the First Installment is already paid:

Foreclosure Timeline	Interest Rate
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Repay on 0-15 day	0.00 %
Repay within 16-20 days	0.10-0.50 %
Repay within 21-25 days	0.60-1.00 %
Repay within 26-30 days	1.10-1.50 %
Repay within 31-40 days	1.60-2.50 %
Repay within 41-50 days	2.60-3.50 %
Repay within 51-60 days	3.60-4.50 %
Repay within 61-70 days	4.60-5.50 %
Repay within 71-74 days	5.60-5.90 %

The table below shows the interest rates for various repayment periods post-loan disbursement when the Second Installment is already paid:

Foreclosure Timeline	Interest Rate
Repay on 0 day	0.00 %
Repay within 1-2 days	0.20-0.40 %
Repay within 3-5 days	0.60-1.00 %
Repay within 6-10 days	1.20-2.00 %
Repay within 11-15 days	2.20-3.00 %
Repay within 16-20 days	3.20-4.00 %
Repay within 21-25 days	4.20-5.00 %
Repay within 26-30 days	5.20-6.00 %
Repay within 31-37 days	6.20-7.40 %

The table below shows the interest rates for various repayment periods post-loan disbursement when the Third Installment is already paid:

Foreclosure Timeline	Interest Rate
Repay on 0 day	0.00 %
Repay within 1-2 days	0.20-0.40 %
Repay within 3-5 days	0.60-1.00 %
Repay within 6-10 days	1.20-2.00 %
Repay within 11-15 days	2.20-3.00 %
Repay within 16-20 days	3.20-4.00 %
Repay within 21-25 days	4.20-5.00 %
Repay within 26-30 days	5.20-6.00 %
Repay within 31-37 days	6.20-7.40 %

The table below shows the interest rates for various repayment periods post loan disbursement when First & Second Installments are already paid:

Foreclosure Timeline	Interest Rate
Repay on 0-25 day	0.00 %
Repay within 26-30 days	0.10-0.50 %
Repay within 31-40 days	0.60-1.50 %
Repay within 41-50 days	1.60-2.50 %
Repay within 51-54 days	2.60-2.90 %

The table below shows the interest rates for various repayment periods post loan disbursement when the Second & Third Installments are already paid:

Foreclosure Timeline	Interest Rate
Repay on 0 day	0.00 %
Repay within 1-2 days	0.20-0.40 %
Repay within 3-5 days	0.60-1.00 %
Repay within 6-10 days	1.20-2.00 %
Repay within 11-15 days	2.20-3.00 %
Repay within 16-20 days	3.20-4.00 %

The table below shows the interest rates for various repayment periods post loan disbursement when the First & Third Installments are already paid:

Foreclosure Timeline	Interest Rate
Repay on 0-10 day	0.00 %
Repay within 11-15 days	0.10-0.50 %
Repay within 16-20 days	0.60-1.00 %
Repay within 21-25 days	1.60-2.00 %
Repay within 26-30 days	2.10-2.50 %
Repay within 31-34 days	2.60-2.90 %

Note: The foreclosure interest rate is capped at the total interest payable at the end of the loan tenure. In case of loan foreclosure, the payable amount will be the lower of the amounts with or without promotional discounts, including any applicable penal charges.

Detailed Repayment Schedule (Illustrative)

Installment No.	Outstanding Principal (In Rupees)	Principal (In Rupees)	Interest (In Rupees)	Installment (In Rupees)
1.	60000	27000	1380	28380
2.	33000	18000	1800	19800
3.	15000	15000	1800	16800

Acceptance:

The Key Fact Statement (including APR Computation Sheet and Repayment Schedule) mentioned herein has been read by me/us in my/our vernacular language and have been understood by me/us. I/ We hereby accept all the terms and conditions mentioned in the Key Fact Statement (including APR Computation Sheet and Repayment Schedule).