



## Key Fact Statement

Date: 01 May 2026, 11:15:43 pm

Loan No: CLN-10000865161

Dear Mr. TARUN KHARE,

This Loan Sanction Letter is made in reference to your Loan Application Number **CLN-10000865161** dated 01 May 2026, 11:15:43 pm. This Sanction Letter is based on the information provided by you in your loan request/application. We are pleased to inform you that your loan application has been approved with the following terms and conditions:

| Sr.No. | Parameter                                                                                                                                                                 | Details                             |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| i      | Loan amount (in Rupees)                                                                                                                                                   | 38500                               |
| ii     | Total interest charge during the entire tenure of the loan                                                                                                                | 11935                               |
| iii    | Other up-front charges                                                                                                                                                    | 0                                   |
| (a)    | Processing fees, if any                                                                                                                                                   | 3850                                |
| (b)    | Insurance charges, if any                                                                                                                                                 | 0                                   |
| (c)    | Others (GST)                                                                                                                                                              | 693                                 |
| (iv)   | Net disbursed amount ((i) - (iii)) (in Rupees)                                                                                                                            | 33957                               |
| (v)    | Total amount to be paid by the borrower (sum of (i), (ii) and (iii)) (in Rupees)                                                                                          | 54978                               |
| (vi)   | Annual Percentage Rate - Effective annualized interest rate (in percentage)                                                                                               | 571.40                              |
| (vii)  | Tenure of the Loan (in months/days)                                                                                                                                       | 31                                  |
| (viii) | Repayment frequency by the borrower                                                                                                                                       | Bullet                              |
| (ix)   | Number of instalments of repayment                                                                                                                                        | 1                                   |
| (x)    | Amount of each instalment of repayment (in Rupees)                                                                                                                        | 50435                               |
| (xi)   | Rate of daily penal charges in case of delayed payments                                                                                                                   | 0.5%                                |
| (xii)  | Rate of annualized other penal charges (if any)                                                                                                                           | 0%                                  |
| (xiii) | Cooling off/look-up period during which borrower shall not be charged any penalty on prepayment of loan                                                                   | 3 Days                              |
| (xiv)  | Details of LSP acting as recovery agent and authorized to approach the borrower                                                                                           | Growcap account aggregation pvt ltd |
| (xv)   | Name, designation, address and phone number of nodal grievance redressal officer designated specifically to deal with FinTech/ digital lending related complaints/ issues | Grievance officer                   |

Digitally signed by TARUN KHARE IP : 49.204.147.154

Date : 01 May 2026, 11:16:12 pm Latitude : 16.5033 , Longitude : 80.6465

## Loan Agreement Terms and Condition

### Terms & Condition:

1. Loan disbursement will be made to bank account provided in the loan agreement
2. Processing fees (including GST) will be deducted from Loan Amount before disbursement
3. This sanction can be revoked and / or cancelled on the sole discretion of the Company
4. Your repayment schedule shall be depending upon the actual date of disbursement of Loan
5. Your Installment will be deducted from your bank account in which mandate will be registered
6. You can also pay the installment from any other mode provided by the lender
7. **Penal Charges @0.5% per day will be charged, in case of repayment overdue on the principal due amount from the date of default**
8. You can make the pre-payment or foreclose the loan without any penalty/foreclosure charges anytime
9. You shall be required to bear and pay applicable stamp duty, charges levied by Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) and all other statutory /regulatory charges / statutory taxes that are presently applicable and as may be made applicable from time to time. Such charges shall be non-refundable.
10. Lender offers different interest rate based on loan amount, tenor, down payment, payment history ,credit score provided by credit information companies, borrower's age, income, type of documents provided by the applicant and any other information as may be required for the purpose of credit evaluation.
11. You understand and acknowledge that this loan has been granted with clear understanding that you hereby waive all rights including without limitation, immunity in respect of any repayment of loan by way of injunction or moratorium available to you in the capacity of borrower
12. You understand and acknowledge that the language of this Sanction letter is known to you and that you have read and understood in vernacular language, the features of the loan product and the terms and conditions mentioned herein and contained in any other loan documents and shall abide by them including any amendment thereto, with free will and volition
13. You understand and acknowledge the cost and charges associated with the loan and that once the disbursement is made in your bank account your loan cannot be withdrawn and reversed, apart from the closing the loan as per colling period guidelines
14. Please refer "Loan Application Terms & Conditions" and "Loan Agreement" for obtaining loans from M/s DSG Investments Private Limited Credit Portfolios Limited" for terms and conditions applicable to this loan, a copy of which has been provided to you and is also available at website of DSG Investments Private limited Credit, which is [www.dsginvestments.com](http://www.dsginvestments.com)

**TERMS AND CONDITIONS FOR OBTAINING LOANS FROM****DSG Investments Private Limited**

DSG Investments Private Limited, a private company limited by shares incorporated under the provisions of the Companies Act, 2013, as amended from time to time, which is duly registered NBFC with Reserve Bank of India (RBI) (hereinafter referred as "DSG CREDIT") may grant the Loan (as defined herein below) only after approval of the prescribed Loan Application submitted by the Borrower to DSG CREDIT. DSG CREDIT reserves its right to refuse or reject any Loan Application notwithstanding the applicants satisfying the Eligibility Criteria (as defined herein below), if any, set by DSG Investments Private Limited for the approval of the Loan. The Borrower, who intends to obtain a Loan from DSG Investments Private Limited either once or multiple times, agrees and abides by these terms and conditions as amended from time to time (hereinafter referred to as "T&C"). The Borrower further agrees to execute such necessary documents or provide such necessary consent (either orally or in writing), as may be deemed necessary by DSG Investments Private Limited CREDIT to give effect to the terms of this T&C. This T&C as agreed by the Borrower shall be applicable and binding on the Borrower in respect of any and all kinds of Loans approved/ disbursed by DSG Investments Private Limited in favour of the Borrower as amended from time to time under this T&C.

**DEFINITIONS AND INTERPRETATION**

1. Unless otherwise stated under this T&C, the following definitions apply throughout –
1. "Alternate Payment Channel" means the payment mode/ channel either managed by DSG CREDIT, or by a third party duly authorised by DSG Investments Private Limited, to receive the Instalments and/ other dues from the Borrower in respect of the Loan.
2. "Applicable Law" shall mean any statute, regulation, notification, circular, ordinance, court order, decree, judgment, direction, guideline, or other binding action or requirement of an authority which has the force of law in India.
3. "APR" means effective annualized interest rate (in percentage) to be computed on net disbursed amount using IRR approach and reducing balance method.
4. "Automated Fund Transfer" shall mean and include transfer of funds through electronic clearing service (debit), direct debit, automated clearing house (debit) or any other permissible mode available from time to time for the purpose of debiting the bank account of a Person on the basis of instructions given by such Person either in writing or through any electronic media.
5. "Borrower" means the Person who applies for and/or obtains Loan from DSG Investments Private Limited (including but not limited to by using any of the Contact Options). The name and address of the Borrower shall be mentioned in the Loan Documents issued to the Borrower for each Loan from DSG Investments Private Limited. For the purpose of this T&C, the term 'Borrower' shall include the heirs, executors, administrators and legal representatives of such Person.
6. "Cooling off/ Look-up Period" means the time window mentioned in the Sanction Letter which shall be given to Borrower for exiting from Loans, in case Borrower decides not to continue with the Loan.
7. "Documentation Fee" means the non-refundable fee, if any, charged for preparing the Documents pertaining to the Loan of the Borrower, payment of applicable stamp duty and other legal charges associated with Loan of the Borrower and shall be paid by the Borrower at the time of disbursement of the Loan.
8. "Due Date" means the date on or before which the Instalment(s) of the respective Loan (s) become due and repayable by the Borrower to DSG Investments Private Limited. The Due Date for each Instalment of the Loan shall be specified in the Loan Documents.
9. "Effective Date" in respect of each Loan obtained by the Borrower means, unless specified otherwise, the respective date on which the Borrower consents (whether orally or in writing) to obtain disbursement of respective Loan from DSG Investments Private Limited.
10. "Eligibility Criteria" means the minimum eligibility criteria set forth by DSG Investments Private Limited to judge the credit worthiness of the Borrower, which is subject to change from time to time at the sole and absolute discretion of DSG Investments Private Limited.
11. "Interest Amount" means the amount paid/to be paid by the Borrower to DSG Investments Private Limited over and above the Loan amount excluding the amount paid as the penalty, fees, or any service charges/ fees of whatever nature under this T&C.
12. "Loan" refers to the amount of Personal Loan approved by DSG Investments Private Limited from time to time as stated in the Loan Documents on which interest is charged to the Borrower.
13. "Loan Application" means the application submitted by the Borrower digitally to DSG Investments Private Limited for applying for, and availing of, the Loan, together with all other information, particulars, clarifications and declarations, if any, furnished by the Borrower in connection with the Loan.
14. "Loan Document(s)" means this T&C, Loan Application, Sanction Letter, Disbursement Letter, Loan Agreement, Mandate and consent form (as the case may be) executed or accepted or agreed

- upon by the Borrower and all other documents, instruments, certificates, and agreements executed and/or delivered by the Borrower or any third party in connection with the Loan, including but not limited to electronic records of any and all of the aforesaid.
15. "Sanction Letter" means the terms of the Loan issued or communicated by way of any of the Contact Options by DSG Investments Private Limited to the Borrower confirming the grant of the Loan to the Borrower subject to the terms and conditions contained in this T&C, the Sanction Letter and other applicable Loan Documents.
  16. "Mandate" means the instructions given by the Borrower to debit his/her bank account to make the payment to DSG Investments Private Limited through Automated Fund Transfer for all the Loans availed by the Borrower from DSG Investments Private Limited from time to time.
  17. "Outstanding Balance" in respect of each Loan obtained by the Borrower means the balance of the respective Loan outstanding along with all amounts payable by the Borrower to DSG Investments Private Limited including principal amount, interest, fees, costs, charges, expenses etc.
  18. "Person" shall include any individual, Hindu Undivided Family (HUF), partnership firm, company, body corporate, association, society or any other legally recognized entity. The term "he, him and himself in this T & C includes she, her and herself when the borrower is a woman.
  19. "Personal Loan" shall mean the Loan, disbursed by DSG Investments Private Limited directly to the Borrower in the bank account of Borrower.
  20. "Processing Fee" means the fees charged by DSG Investments Private Limited to the Borrower as stated in the Loan Documents for processing the Loan Application of the Borrower that shall be paid by the Borrower at the time of disbursement of Loan.

## 2. LOAN AMOUNT

- a) DSG Investments Private Limited shall provide the Loan to the Borrower strictly in accordance with this T&C and other terms & conditions mentioned in other Loan Documents executed by and/or agreed upon by the Borrower. The amount of the Loan shall be mentioned in the Loan Document provided to the Borrower in case of each approved Loan.
- b) The Borrower hereby confirms and agrees that DSG Investments Private Limited may disburse the whole amount of the Loan or any part thereof, either in one lump sum or in such instalments as may be decided by DSG Investments Private Limited.
- c) DSG Investments Private Limited reserves the right to, and at its discretion shall be free to, recall the entire Loan and all monies due and payable by the Borrower in respect of the Loan including Interest Amount, fees, penalties etc., if any information supplied by the Borrower is found to be incorrect or false or if the Borrower commits any default under this T&C and/ or the other Loan Document (including the Sanction Letter) executed by and/ or agreed upon by the Borrower.

## 3. RATE OF INTEREST

- a) The rate of interest as applicable to each Loan obtained by the Borrower from time to time shall be communicated to the Borrower before the approval of such Loan(s) by DSG Investments Private Limited either orally or in writing.
- b) The Interest Amount on the Loan has been/ shall be calculated at reducing balance rate basis (referred to as "Reducing Interest Rate") and such Reducing Balance Interest Rate shall remain fixed during the period of Loan, unless revised in accordance with this T & C.
- c) The Reducing Balance Interest Rate as well as the Interest Amount applicable to each such Loan shall be expressly stated in the Loan Documents of such Loan. The APR as applicable shall be communicated to Borrower at the time of disbursement of Loan.
- d) The Borrower confirms that he has reviewed and understood the internal guiding principles and interest rate model of DSG Investments Private Limited as available on the website of DSG Investments Private Limited (Link) for the purpose of determining and calculating rate of interest.
- e) The Borrower understands that the Interest Amount is charged on the amount of the Loan as stated in Loan Document and is likely to vary for different Borrowers and/ or for different loans based on factors like cost of borrowed funds, cost of disbursements, market conditions, Applicable Laws, default risk, period of loan, purpose, advance paid by the Borrower and financial position disclosed by Borrower while submitting the Loan Application. The Borrower undertakes that he has agreed to pay the Interest Amount on the respective Loan(s) after considering such fact and shall not dispute the same in future.
- f) Interest Amount in respect of each Loan will start accruing in favour of DSG Investments

Private Limited on and from the respective Effective Date until the repayment of the Loan and all monies due and payable by the Borrower in respect of the Loan, including Interest Amount, fees, penalties etc., in full to the satisfaction of DSG Investments Private Limited. In case the Interest Amount,

if charged for the period commencing from the Effective Date until the actual disbursement of the Loan, shall be adjusted suitably by DSG Investments Private Limited.

g) Interest Amount shall be computed on the basis of a year comprising of three hundred and sixty days.

#### 4. LOAN REPAYMENT

- a) The Borrower undertakes to repay the amount of respective Loan(s) together with the Interest Amount in specified number of instalments of the equal amount throughout the tenure of each such Loan (hereinafter referred to as "Instalments"), if stated in the Loan Documents not later than the respective Due Dates. The amount of EMI shall be calculated by DSG Investments Private Limited on the basis of Reducing Balance Interest Rate, the amount of the Loan and tenure of the Loan and is rounded off to the next one rupee. The amount of Instalment shall be expressly communicated to the Borrower and the Borrower has agreed to the same after fully understanding the method of computation of the Instalment and the number of Instalment payable on the Loan (including Advance Instalment, if any, as specified in the Loan Document).
  - b) The Borrower may pay in advance such number of Instalments as agreed with DSG Investments Private Limited and specifically mentioned in the Sanction Letter and Loan Documents under any particular Loan (referred as "Advance Instalments" in this T&C). DSG Investments Private Limited shall adjust the Advance Instalments, if any paid by the Borrower, towards any Outstanding Balance in such manner and at such time as specifically described in the Loan Document.
  - c) The Borrower shall continue to pay the Instalments not later than on the respective Due Dates for each such Loan regardless of whether the purpose for which the Loan is obtained could not be achieved and/ or any other circumstance whatsoever, or any product purchased with the Loan is defective, returned, lost, damaged, under repair or not working or not delivered or the purchase contract with any dealer is terminated for any reason whatsoever.
  - d) Where any tax or other amount, including the interest thereon, is paid by DSG Investments Private Limited on behalf of the Borrower either to any government/tax or other public authority, or to any dealer, or to any other Person concerned, whether relating to the any product related to Loan or the Loan granted to the Borrower or pursuant to any legal proceedings, at any time before, or after, or during the Loan is in existence, the Borrower undertakes to reimburse the same to DSG Investments Private Limited along with interest thereon as set forth by the applicable law, or under an arrangement with any dealer, as the case may be immediately on demand and in the manner specified by DSG Investments Private Limited.
2. The Borrower agrees to pay the Instalment, penalties, fees and other sums due and payable by the Borrower to DSG Investments Private Limited by any of the following modes as approved by DSG Investments Private Limited considering the information provided by the Borrower:
- a) Payment mode available in the mobile application/Web Application/web application used by DSG Investments Private Limited.
  - b) Payment mode available in the mobile application/Web Application/web application used by DSG Investments Private Limited Partners.
  - c) Automated Fund Transfer
  - d) E Mandate/ Nach/UPI Mandate
  - e) Authorized Payment link shared by DSG Investments Private Limited Partner or DSG
  - f) Alternate Payment Channel as indicated on mobile application/Web Application used by DSG Investments Private Limited/ or the website of DSG Investments Private Limited or mobile application/Web Application of DSG Investments Private Limited Partners
  - g) Any other mode as may be approved by DSG Investments Private Limited in writing from time to time and informed through Contact Options.
3. DSG Investments Private Limited may, at its sole discretion, change the mode of payment adopted by the Borrower and require the Borrower to make the payment as per the changed mode:
- a) upon the request received from the Borrower and/ or as agreed with the Borrower, or
  - b) in the event of default in repayment of the Loan or any part of the Outstanding Balance by the Borrower, or



- 
- c) in case Mandate provided by the Borrower is found to be invalid or incomplete.
4. Where the payment by the Borrower is made through Automated Fund Transfer, the Borrower assures that
- a) The Borrower shall maintain sufficient balance in the bank account from which the payment shall be made.
  - b) The Borrower shall neither close the bank account nor give any direction to his bank to stop the payment to DSG Investments Private Limited without prior written consent of DSG Investments Private Limited. The Borrower shall be liable to solely bear and pay bounce fee /dishonour charges and late payment charges imposed by DSG Investments Private Limited without any protest. The Borrower shall immediately inform DSG Investments Private Limited of the said bank account is freezed by any authority and alternatively arrange for alternate bank account for making repayment on Due Date.
  - c) Mandate shall not be withdrawn or cancelled by the Borrower without prior written notice of at least 30 (thirty) days to DSG Investments Private Limited. In the event the Mandate is withdrawn or cancelled by the Borrower upon prior notice to DSG Investments Private Limited and the same is approved by DSG Investments Private Limited, the Borrower unconditionally agrees to ensure the payment through other channels and deliver to DSG Investments Private Limited all documents proving sufficiently such change or issue new Mandate with immediate effect.
  - d) Mandate given to DSG Investments Private Limited shall remain valid until the complete repayment of the Loan together with all Interest Amount, charges, penalties or any other amount due to DSG Investments Private Limited.
  - e) The Borrower shall immediately issue fresh Mandate when the Loan has been restructured, or the Mandate is incorrect/ lost/ misplaced, or any other circumstances have arisen that necessitate modification or change in the existing Mandate. Until then the Borrower shall continue to make payments through Alternate Payment Channels.
  - f) In the event of dishonour of transaction initiated through such Mandate, the Borrower hereby authorises DSG Investments Private Limited to present the Mandate again with the bank of the Borrower for clearance/ payment any time at the sole discretion of DSG Investments Private Limited without any prior intimation to Borrower.
  - g) DSG Investments Private Limited is hereby authorised to debit the bank account of the Borrower one business day before the respective Due Date(s) in the event such Due Date(s) falls on a bank holiday.
  - h) Where the Borrower agrees to make the payment through Alternate Payment Channel or any other mode approved by DSG Investments Private Limited, the Borrower undertakes that:
    1. Such payment shall be made only to the Person or agency duly authorized in writing by DSG Investments Private Limited.
    2. Any fee/ cost charged by such Persons or agencies authorised by DSG Investments Private Limited for receiving any amount payable by the Borrower under this T & C shall be solely borne by the Borrower.
  - i) DSG Investments Private Limited shall not be held responsible for delay or failure in payment of Instalments caused due to the loss or damage of the Mandate or due to any default of the collecting/ processing bank, or for any failure occurred in accepting and/ or crediting such payment in favour of DSG Investments Private Limited due to any discrepancy or non-functioning of the outlets/ kiosks of such Person / agency and the Borrower shall be liable to solely bear and pay late payment charges, as applicable, imposed by DSG Investments Private Limited. The Borrower understands and agrees that any such delay, non-performance, or default shall not affect the liability of the Borrower to repay the Loan along with the Interest Amount, fees and other charges. The Borrower shall be solely responsible to ensure that respective Instalments are remitted to DSG Investments Private Limited in time without any delay or default.
  - j) Notwithstanding anything contained under this T&C and/ or the other Loan Documents (including the Sanction Letter) executed by and/ or agreed upon by the Borrower, DSG Investments Private Limited shall have the right to increase the number of Instalments and/ or alter and/ or reschedule the Instalments and their amounts, resulting whether because of (i) change in stamp duty, or any levy of any direct/indirect tax duties, cesses or other charges by any government authority, or (ii) at the request of the Borrower received in writing. DSG Investments Private Limited shall have the absolute right to decide the manner and the extent of such increase/ alteration/ re-scheduling with prospective effect or, if decided so by the government authority in the respective change, with retrospective effect. The Borrower expressly confirms to issue fresh

Mandate, or make the payment through Alternate Payment Channel or any other mode approved by DSG Investments Private Limited, based upon such increase /alteration/rescheduling and, where such Instalments have been increased/ altered/ rescheduled at the request of the Borrower, to pay any applicable charges/ fees as communicated to the Borrower or indicated on website of DSG INVESTMENTS PRIVATE LIMITED.

- k) Unless otherwise decided by DSG INVESTMENTS PRIVATE LIMITED at its sole discretion, any amount paid, or

prepaid, by the Borrower, either as Instalment or otherwise, shall be adjusted first towards the penalties and charges, if any due and payable by the Borrower, then towards the overdue Instalment(s) and then towards balance of the Interest Amount and the Loan principal amount respectively

- l) The Borrower represents and undertakes to DSG Investments Private Limited that the Borrower shall be solely and absolutely liable for the repayment of the Outstanding Balance in respect of each Loan from time to time and he would repay/ pay the same without any requirement of any notice, demand or intimation by DSG Investments Private Limited and the Borrower further undertakes and confirms that he/she shall not withhold or be entitled to withhold the payments demanded by DSG Investments Private Limited and/or payment of any Instalment and/or any other amount payable under the present T&C by the Borrower to DSG Investments Private Limited, on any ground/dispute whatsoever, including but not limited to the existence of any dispute including any dispute relating to computation of Interest and/or Instalment.

#### 5. FEES, CHARGES AND OTHER PAYMENTS

- a) The Borrower confirms and undertakes that Processing Fee, Documentation Fee, if any, or any other charges as applicable to each such Loan applied and/ or obtained as requested by the Borrower from time to time shall be borne and paid by the Borrower duly on time as per the terms and conditions of the Loan Document.
- b) The Borrower confirms and undertakes that late payment charges/ default interest, direct debit bounce fee and other charges/ penalties, as applicable to each Loan obtained by the Borrower from time to time, shall be borne and paid by the Borrower duly on time as per the terms and conditions of the Loan Document. Further, the Borrower understands and agrees that DSG Investments Private Limited has the right to revise any such charges/ fees and penalties from time to time, the notice of which may be given to the Borrower by posting the same on the website of DSG Investments Private Limited or through such Contract Options as decided by DSG Investments Private Limited at its sole discretion.

#### 6. PRE-PAYMENT OF THE LOAN

- a) Upon disbursement of Loan, the Borrower shall have Cooling off/ Look-up Period of number of days as specified in Sanction Letter and other Loan Documents during which Borrower shall have option to cancel/exit from Loan by pre-paying the outstanding principal amount of loan, along with proportionate APR (if applicable), without any penalty. DSG Investments Private Limited shall at its sole discretion may levy / or waive levy of proportionate APR during Cooling off/Look-up Period. The terms and conditions for such prepayment during Cooling off/ Look- up period may be communicated by DSG Investments Private Limited separately to Borrower and Borrower hereby undertakes to comply with such terms and conditions.
- b) In case the Borrower intends to prepay all or any of the Loan(s) or any of their part before the expiry of respective loan period, the Borrower has to give a prior notice to DSG Investments Private Limited in writing of his intention to prepay the Loan.
- c) Except for Clause 6.1 above, for the purpose of pre-payment of the Loan, the Borrower shall pay to DSG Investments Private Limited the stipulated Instalments along with any applicable/due penalties and charges due to be paid by the Borrower up to the date of such prepayment as stated in the Loan Document or charged under this T&C and the Loan principal outstanding calculated as per Clause 3.1 above. Further, any prepayment of any of the Loan(s) by the Borrower shall be subject to expiry of the minimum moratorium period (i.e. period during which the loan cannot be terminated by Borrower) as stated in the Loan Document, if any and the payment of prepayment penalty as applicable to such Loan(s).
- d) Notwithstanding the repayment schedule or conditions of this T&C, the Loan is repayable on demand made by DSG Investments Private Limited and DSG Investments Private Limited shall have the right to be paid immediately by the Borrower on demand, the entire Outstanding Balance in the event the instruction or order to recall the Loan is

issued by the concerned regulatory authority or the court of law for any reason whatsoever. The Borrower shall make payment of the entire Outstanding Balance immediately on such demand being received from DSG Investments Private Limited. In such an event, DSG Investments Private Limited shall also be entitled to adjust any amount of the Borrower lying in any other form with DSG Investments Private Limited or any of its associates or branches towards the dues of the Borrower under the Loan.

#### 7. DEMAND PROMISSORY NOTE

- a) In case the Borrower has executed Demand Promissory Note, in the form as approved by DSG Investments Private Limited in favour of DSG Investments Private Limited, for the aggregate of the Loan amount and Interest Amount, the Borrower undertakes that DSG Investments Private Limited shall be entitled to negotiate the Demand Promissory Note. The Borrower waives presentment and notice of dishonour of the Demand Promissory Note.

#### 8. USE OF TELEPHONE/MOBILE, ONLINE, SMS, MOBILE APPLICATION/WEB APPLICATIONS AND OTHER CONTACT OPTIONS FOR LOAN(S) AND OTHER SERVICES

- a) This T&C also governs the use of any telephone (either through human interface or AVR), fax, e-mail, short messaging service (sms), mobile application/Web Applications, online customer portal and/ or other options as made available by DSG Investments Private Limited to its Borrowers from time to time for availing Loans(s)/ services from DSG Investments Private Limited (hereinafter all such options are referred as "Contact Options") and any consent provided, or agreement entered into, by the Borrower (including but not limited to the consent to the Sanction Letter and this T&C) by the use of any such Contact Options shall be valid and binding on the Borrower. DSG Investments Private Limited may, at its sole discretion, allow the Borrower to apply for and/ or obtain Loan(s) or avail various other services/ facilities from DSG Investments Private Limited from time to time over any of the aforesaid Contact Options. All such applications, or requests of the Borrower (including applications for Loan, acceptance of terms & conditions for Loan(s) and order for services) to DSG Investments Private Limited through any of the aforesaid Contact Options shall be valid and binding upon the Borrower and shall constitute a valid and binding contract between DSG Investments Private Limited and the Borrower if the same is also approved by DSG Investments Private Limited. The Borrower authorizes DSG Investments Private Limited to accept all the instructions/ applications/ requests made by Borrower through any of such Contact Options opted by the Borrower for the purposes of considering, granting, approving, or disbursing the Loan(s) by DSG Investments Private Limited, as the case may be, as per the terms and conditions of this T&C. Further, the Borrower agrees and confirms that all Loan Documents (including but not limited to the Sanction Letter, the loan agreement with the enclosures in respect of the Loan) sent by DSG Investments Private Limited to the Borrower over any of the Contact Options shall be valid and binding on the Borrower.
- b) By referring to or using any of the Contact Options, the Borrower confirms that the Borrower is doing such act for using the service for the purpose it is meant and no other malicious intent. The Borrower agrees that the phone number, e-mail address and other details provided by the Borrower, either in the Loan Application or otherwise, for availing Contact Options or for any call-back is owned by and belong to the Borrower only. The Borrower further confirms that the Sanction Letter, or other Loan Document, or any information pertaining to the Loan of the Borrower, shall be deemed to be received by the Borrower if sent by DSG Investments Private Limited to the address of the Borrower in physical form (through courier, post, or by hand) or if sent at the e-mail address, mobile number, online customer portal, fax number or other contacts as provided by the Borrower to DSG Investments Private Limited.
- c) The Borrower understands and agrees that accepting instructions, or approving the Loan, through any of the Contact Options shall at all times be subject to the sole discretion of DSG Investments Private Limited and that DSG Investments Private Limited may, at its sole discretion, refuse to act based on such instructions. The Borrower acknowledges that the range of services/ Loan(s) provided over the Contact Options may change from time to time. The Borrower agrees that DSG Investments Private Limited may add or discontinue anytime all or any of the Contact Options for granting Loan(s) and other related services by sending notice/ communication to the Borrower through e-mail/ sms/ phone call/ online customer portal or communicate it through its website. The Borrower confirms that DSG Investments Private Limited has the absolute right to make changes in the terms and conditions for availing all or any of the Contact Options. Borrower's use of these Contact Options or related services after the effective date of the



change/ amendment of the terms and conditions of the Contact Options will constitute Borrower's acceptance of and agreement to such change(s).

- d) The Borrower agrees that, in the case of telephone communications (including AVR, sms, mobile application/Web Applications etc.) or online customer portal, as the case may be, DSG Investments Private Limited may require the Borrower to use/ enter a password allotted by DSG Investments Private Limited to such Borrower or may ask the Borrower questions about himself/herself and about particulars of the Borrower's account(s) including a personal identification number in order to verify the Borrower's identity and/ or may require a call-back procedure, all as deemed appropriate by DSG INVESTMENTS PRIVATE LIMITED. The Borrower is obliged to keep any password and any identification number designated by or provided to him/her hereunder as

confidential, and he/she shall be responsible for any consequence that may arise from the use of such password by any other Person. DSG Investments Private Limited shall not be liable in any manner for access to the account of the Borrower by use of the user password by any Person whomsoever. The Borrower irrevocably and unconditionally consents to DSG Investments Private Limited recording of all the Borrower's electronic communication (e.g. telephone calls, electronic mail, sms, mobile application/Web Application or other) and storage of electronic media by DSG Investments Private Limited and accepts such recordings and electronic media as evidence with regard to acceptance of all the terms of the Loan(s) including, but not limited to, the grant of the Loan, levy of any fee/ charges, Interest Amount over each such Loan (s), rate of Interest applicable on each such Loan, period for each such Loan borrowed by Borrower and the number/ amount of Monthly Instalment Borrower has to pay to DSG Investments Private Limited for each such Loan). The Borrower further accepts that such record may be used by DSG Investments Private Limited as evidence in a court of law or any legal proceeding.

- e) The Borrower understands and agrees that for the purposes of on-boarding/or Know Your Customer (KYC) process, DSG Investments Private Limited shall require access for camera, microphone, location or any other facility of Borrower's mobile phone used for applying for Loan, as necessary for the purpose of on-boarding/ KYC process. The Borrower shall provide such access to DSG Investments Private Limited or its service provider/ agents so to complete such on- boarding/ KYC process.
- f) The Borrower understands and agrees that for the purpose of capturing economic profile for evaluating credit worthiness of the Borrower or for any other process for credit appraisal for Loan, DSG Investments Private Limited shall require information of Borrower through Contact Options and the Borrower shall provide access of same as per Applicable Law.
- g) It is also understood and agreed to by the Borrower that only the Borrower shall communicate instructions over the Contact Options. DSG Investments Private Limited does not have to accept telephone/ mobile/ sms/e- mail instructions by a nominee of the Borrower, and the Borrower will not allow anyone other than the Borrower to make telephone/ mobile/ sms/e-mail/ online customer portal instructions on his/her behalf.
- h) The Borrower confirms that he/she is fully aware of and consents to the risks associated with transmitting instructions/data for obtaining Loan(s)/ funds transfer via Contact Options, or any other mobile facility. The Borrower agrees that confirmation of the Borrower's identity, by the Borrower's submission of the personal details required by DSG INVESTMENTS PRIVATE LIMITED, will be sufficient evidence for DSG Investments Private Limited to identify the Borrower and to act upon the Borrower's instructions. The Borrower authorizes DSG Investments Private Limited and directs DSG Investments Private Limited to act upon instructions for funds transfer given via such Contact Options purportedly issued by, believed by DSG Investments Private Limited to be issued by or originated from the Borrower as identified in the Loan Application or related Documents.
- i) The Borrower agrees that DSG Investments Private Limited records (be they electronic, written or otherwise) pertaining to each of the Loan obtained from DSG Investments Private Limited will be final and binding and that the Borrower shall not deny the validity of the transactions made in relation to the Loan(s).
- j) Before using any of the Contact Options, the Borrower is required to read and electronically agree to ("sign") related terms and conditions and/or disclosures.
- k) DSG Investments Private Limited may allot a user password for the Borrower and the Borrower agrees as follows:
- l) The user password may be communicated to the Borrower in such manner as may be deemed fit by DSG Investments Private Limited at the risk of the Borrower.
- m) The Borrower shall not disclose the user password to any Person and shall further prevent discovery of the same by any Person.

- n) DSG Investments Private Limited, may at its discretion allow the Borrower at any time to access the details of the Loan and verify the statements and position based on the user password issued.
- o) In case of loss, theft and disclosure of the user password, the Borrower shall communicate the same to DSG Investments Private Limited and in any event not later than 48 hours.

**9. ASSIGNMENT AND SUB-CONTRACTING**

- a) DSG Investments Private Limited shall be entitled to sell, transfer, assign, or securitize any of its right and obligations hereunder to any Person without the consent of the Borrower. Any such sale, assignment, securitization or transfer shall conclusively bind the Borrower. The Borrower shall be bound to fulfil and perform all his/her obligations to such transferee/ assignee, including the payment of Outstanding Balance. The Borrower confirms and agrees that transferee/assignee shall be entitled to collect the due amounts in respect of a Loan from the Borrower.
- b) DSG Investments Private Limited shall also have the right to share all information and documents relating to the Borrower and/or the Loan amount availed by the Borrower and/ or the default committed by the Borrower with the Person to whom DSG Investments Private Limited has sold, assigned, securitised or transferred in any other manner, all or any of the rights/ obligations of DSG Investments Private Limited as per this T&C and the Borrower confirms he/she has no objection if such details, information and documents relating to the Borrower are so shared.
- c) The Borrower expressly recognises and consents to the right of DSG Investments Private Limited to appoint and authorise one or more Persons, who may or may not be the employee or officer of DSG Investments Private Limited, to exercise any or all the rights/ powers of DSG Investments Private Limited provided under this T&C, whether relating to the administration, processing, collection, recovery of the Outstanding Balance on behalf of DSG Investments Private Limited, and to provide such Persons all or part of the information/ data relating to the Borrower and/or the Loan availed by the Borrower and/ or the default committed by the Borrower.
- d) The Borrower shall not assign or sub-contract its rights and obligations under this T&C to any other Person without the prior consent in writing of DSG Investments Private Limited.

**10. EVENTS OF DEFAULT**

- a) The Borrower shall be deemed to have committed default if the Borrower fails to comply with this T&C or any other Loan Document. The events of default shall include, but not limited to, following circumstances:
  - 1. Any misrepresentation made, or wrong information provided, by the Borrower to DSG Investments Private Limited either orally or in writing in any of the Loan Documents provided to DSG Investments Private Limited or Borrower fails to furnish any information required by DSG Investments Private Limited under the Loan Documents; or
  - 2. If the Loan is, directly or indirectly utilized for any illegal, anti-social or speculative purpose, or for any purpose not permitted by the concerned government authority; or
  - 3. If the Borrower fails to comply with any of the covenants mentioned in this T&C or any other Loan Document or as may be agreed upon with DSG Investments Private Limited from time to time, or any representation and/or warranty of the Borrower proves to be illegal, invalid, misleading or untrue, or
  - 4. If the Borrower takes any steps, or any steps are taken with a view to the appointment of a receiver, trustee or similar officer of any of his/her assets; or the Borrower commits an act of insolvency or makes an application for declaring himself/herself an insolvent or an insolvency notice is served on the Borrower, or an order is passed against the Borrower declaring him/her an insolvent/ insane; or
  - 5. If the Borrower is prosecuted in respect of any offence; or
  - 6. If the Borrower fails to pay the Instalment, Interest Amount, penal charges, or any other amount or any part thereof due to DSG Investments Private Limited on the respective Due Dates as required under this T&C or under any other agreement/ arrangement for Loan taken from DSG Investments Private Limited; or

7. If any security created for the Loan becomes infructuous or is challenged by the Borrower or any other Person, or
8. If any other event has occurred which in the opinion of DSG Investments Private Limited jeopardizes its interest and would make it difficult for DSG Investments Private Limited to recover the Outstanding Balance.

#### 11. REMEDIES IN CASE OF DEFAULT

1. The Borrower acknowledges following rights of DSG Investments Private Limited, arising either under this T&C or provided under the Applicable Law, against one or more defaults made by the Borrower, whereas these rights of DSG Investments Private Limited shall become enforceable immediately on the occurrence of any default—
  - a) Where the complete Instalment or any other Borrower's dues are not paid to DSG Investments Private Limited on or before the respective Due Dates, DSG Investments Private Limited may demand and collect the penal charges and other charges on such delayed payment computed from the respective Due Dates as stated in the Loan Document, for each of the default.
  - b) To recall the entire Outstanding Balance and recover immediately the Outstanding Balance in respect of each of the default.
  - c) Not to release the charge/ hypothecation created over the security, if any, in case the Borrower has defaulted in repayment of any Loan of whatever nature obtained from DSG Investments Private Limited, until the repayment of entire Outstanding Balance and to enforce such charge/ hypothecation so created for the purpose of recovery of the Outstanding Balance.
  - d) DSG Investments Private Limited shall have a paramount lien and right of set off on/ against (a) all insurance proceeds whatsoever from the Security as and when created, (b) any money to be paid/ refunded by DSG Investments Private Limited to the Borrower arising out of any other agreement/ arrangement as well as (c) all other monies, securities, deposits of any kind and nature and all other assets and properties belonging to the Borrower or standing to the Borrower's credit (whether held singly or jointly with any other Person), which are deposited with/under the control of DSG Investments Private Limited whether by way of security or otherwise pursuant to any contract entered/to be entered into by the Borrower in any capacity and DSG Investments Private Limited shall be entitled and authorized to exercise such right of lien & set off against all such amounts and assets for settlement of the Borrower's dues with or without any further notice to the Borrower.
  - e) To initiate appropriate legal proceedings before the arbitrator appointed under clause 16 of this Agreement or before Court of Law, as case may be, for taking recourse to the legal remedies provided in Applicable Law in force from time to time. The Borrower shall be liable to immediately reimburse the entire cost to DSG Investments Private Limited in respect of all legal/ arbitration proceedings, including but not limited to, the fees of lawyers, court fees, legal notices, reminder notices, letters, legal summons etc. without any dispute/ protest.
  - f) DSG Investments Private Limited shall be entitled to exercise such other rights as may be available to it under this T&C and/ or the other Loan Documents (including the Sanction Letter) executed by and/ or agreed upon by the Borrower and/ or under Applicable Law.
2. DSG Investments Private Limited may, apart from exercising all or any of the aforesaid rights in case of default(s) caused by the Borrower, enforce following rights with respect to any security/ hypothecation, if any, created in favour of DSG Investments Private Limited –
  - a) To send the notice in writing to the Borrower informing about such default and/ or calling upon the Borrower to make payments of all the dues in respect of the Loan and, if the Borrower fails to comply with such notice, DSG Investments Private Limited shall have right to take possession of the security if the dues remain unpaid within seven days from the date of such notice.
  - b) If Borrower fails to comply with the demand of DSG Investments Private Limited to hand over the security to the representative of DSG Investments Private Limited, DSG Investments Private Limited shall have right as per the Applicable Law to enter into any place or premises where such security is situated or kept or stored, and for the purpose of such entry, to do all acts, deeds or things as are deemed necessary by DSG Investments Private Limited or its representatives and to take charge and/or to seize, recover, receive and/or take possession of all or any of the security.
  - c) Upon taking possession of the security, DSG Investments Private Limited may call upon the Borrower to repay and close the entire Loan amount with Interest Amount and all

applicable charges, fees, costs and penalties as per the Loan Document, including expenses incurred for taking and/ or storing the possession of the security (i.e. yard charges) before the sale/auction of the security within the time specified by DSG Investments Private Limited in such notice and if the Borrower honours and makes the payment of the entire Loan amount with Interest Amount, fees, penalties, costs and other applicable charges in accordance with such notice, DSG Investments shall handover the subject of the Security to the Borrower provided this does not bar DSG INVESTMENTS PRIVATE LIMITED rights to take such similar action for any future defaults made by the Borrower.

- d) In case the Borrower fails to comply with such requisitions and demand made by DSG INVESTMENTS PRIVATE LIMITED as mentioned in this Clause 11, DSG INVESTMENTS PRIVATE LIMITED shall be at liberty to forthwith or at any time, either by public auction or tender or private contract, to sell and dispose off all or any part of the Security to any third party in such manner as DSG INVESTMENTS PRIVATE LIMITED shall think fit without any further notice or intimation to the Borrower. After selling/ disposing off the said security, if the sale proceeds thereof is less than the total Outstanding Balance as on the date of such sale/ disposal, the Borrower shall be liable to pay such shortfall to DSG INVESTMENTS PRIVATE LIMITED within the time period specified by DSG INVESTMENTS PRIVATE LIMITED. If Borrower fails to pay the Outstanding Balance amount within the given time period, DSG INVESTMENTS PRIVATE LIMITED would be duly entitled to recover the Outstanding Balance amount along with Interest Amount and other charges from the Borrower as per law. It is hereby clarified that

DSG INVESTMENTS PRIVATE LIMITED would also be duly entitled to initiate proceedings for recovery of the Outstanding Balance on the Loan even without first repossessing the security. The Borrower undertakes and confirms that security repossessed by DSG INVESTMENTS PRIVATE LIMITED shall be sold by DSG INVESTMENTS PRIVATE LIMITED on behalf of the Borrower and the transfer of ownership in the security would be directly from the Borrower to the new buyer. Any liability on account of value added tax, GST, sales tax, or any other tax/ duty levied or imposed on such sale and paid by DSG INVESTMENTS PRIVATE LIMITED shall be recovered by DSG INVESTMENTS PRIVATE LIMITED from Borrower either from the sale proceeds of the security or in any other manner whatsoever.

3. In case the Borrower commits default in the repayment of any sum owing under any such Loan (including the payment of interest thereon) on the Due Date(s), DSG INVESTMENTS PRIVATE LIMITED and/or the Reserve Bank of India will have an unqualified right to disclose or publish the information and data relating to the Borrower and/or the Loan availed by the Borrower and/ or the default committed by the Borrower to other banks, financial institutions, the Credit Information Companies or any other authorised agency in such manner and through such medium as DSG INVESTMENTS PRIVATE LIMITED or Reserve Bank of India in their absolute discretion may think fit in accordance with the Applicable Law and the Borrower agrees and gives consent for the disclosure, processing, or use of such information/ data by DSG INVESTMENTS PRIVATE LIMITED/ Reserve Bank of India/ Credit Information Companies.
4. DSG INVESTMENTS PRIVATE LIMITED or its officers, agents or nominees shall not be in any way responsible for any loss, damage, limitation, or depreciation that the Borrower and/ or Security (if created) may suffer or sustain on any account whatsoever in respect of Loan or whilst the Security is in the possession of DSG INVESTMENTS PRIVATE LIMITED, its officers, agents or nominees or because of exercise or non-exercise of the rights, powers, or remedies available to the DSG INVESTMENTS PRIVATE LIMITED or its officers, agents or nominees and all such loss, damage or depreciation shall be debited to the account of the Borrower howsoever the same may have been caused. Neither DSG INVESTMENTS PRIVATE LIMITED nor its agents, officers or nominees shall be in any way responsible and liable and the Borrower hereby agrees not to make DSG INVESTMENTS PRIVATE LIMITED or its officers, agents or any nominees liable for any loss, damage, limitation or otherwise for any belongings and articles that may be kept or lying in the Security at the time of taking charge and/ or possession, or seizure of the Security.

## 12. NOTICE

- a) The Borrower agrees and confirms that where any document, notice, intimation, information, communication and/ or demand is required to be provided/ made by DSG INVESTMENTS PRIVATE LIMITED to the Borrower under this T&C and/ or the other Documents and/ or Applicable Law, such document, notice, intimation, information, communication and/ or demand shall be deemed to have been provided/ made and shall be binding of the Borrower if the same is rendered or made available by DSG



INVESTMENTS PRIVATE LIMITED by using any of the Contact Options.

- b) Any such notice by DSG INVESTMENTS PRIVATE LIMITED will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, two days after being deposited with the courier and if sent by e- mail/ sms/ fax or posted on online customer portal, immediately upon the same being sent by DSG INVESTMENTS PRIVATE LIMITED.
- c) Without prejudice, DSG INVESTMENTS PRIVATE LIMITED may also send any notice to the Borrower on any additional address (s), which come to its knowledge. In case DSG INVESTMENTS PRIVATE LIMITED intimates its change of address to the Borrower, the Borrower shall also send the notice to that address also. Any notice by Borrower shall be sent either by personal delivery, or by registered post, and shall be deemed to be delivered only when it is actually received by DSG INVESTMENTS PRIVATE LIMITED.

### 13. UTILISATION OF LOAN

- a) The Borrower ensures that no part of the Loan shall be utilized for any illegal purposes and/or immoral activities, categorically prohibited activities, gambling, lottery, races and activities speculative in nature and/or such other activities of similar nature or under influence, voracity or coercive action from DSG INVESTMENTS PRIVATE LIMITED. The Borrower further confirms that DSG INVESTMENTS PRIVATE LIMITED has neither represented the Borrower that it is the dealer/ manufacturer of any product nor has given any assurance on the quality of any product.
- b) The Borrower shall not utilize Loan for any activity which is hazardous for the environment and safety of general public or for any project which is illegal or against any Applicable Law.
- c) The Borrower shall not utilize Loan for any for any child, or forced labour. The Borrower will not employ children in any manner that is economically exploitative, or is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Borrower will identify the presence of all persons under the age of 18. Where national laws have provisions for the employment of minors, the Borrower will follow those laws applicable to the Borrower. Children under the age of 18 will not be employed by Borrower in hazardous work. All work of persons under the age of 18 will be subject to an appropriate risk assessment and regular monitoring of health, working conditions, and hours of work.
- d) The Borrower shall not use the proceeds of the Loan in a manner or for a purpose that would violate applicable anti-corruption laws.

### 14. DECLARATIONS BY THE BORROWER- The Borrower makes the following representations and warranties to DSG INVESTMENTS PRIVATE LIMITED as of the date of this T&C and such representations and warranties shall be repeated on each day until the repayment of the entire Outstanding Balance in full to the satisfaction of DSG INVESTMENTS PRIVATE LIMITED:

- a) That this T&C and all Documents, hereunder as required, will be valid and binding obligations of the Borrower and enforceable in accordance with their respective terms until DSG INVESTMENTS PRIVATE LIMITED has issued a certificate in writing to the Borrower stating that Borrower has discharged all his/ her liabilities towards DSG INVESTMENTS PRIVATE LIMITED under all the Loans to the satisfaction of DSG INVESTMENTS PRIVATE LIMITED.
- 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 Loan from DSG INVESTMENTS PRIVATE LIMITED.
- c) The Borrower hereby declares that all the information provided by the Borrower, either verbally or in writing or by way of any of the Contact Options, and documents submitted before or at the time of submitting Loan Application, or before or at the time of execution of this T&C are true, genuine and correct and the Borrower further assures that any information demanded by DSG INVESTMENTS PRIVATE LIMITED in the future shall be immediately provided by the Borrower with complete accuracy.
- d) The Borrower hereby confirms that the Borrower shall not have any right to terminate this T&C until the whole of the Outstanding Balance is repaid in the manner directed by DSG INVESTMENTS PRIVATE LIMITED.
- e) The Borrower hereby consents that DSG INVESTMENTS PRIVATE LIMITED and/ or his/her authorised representative may communicate with the Borrower either by phone calls, sms, electronic mails or through any other mode of communication available for the purpose of discussing the current status of his
- f) /her Loan(s) or reminder/ collection of any dues in respect of any Loan or for any matter related to the Loan(s) and such phone calls, sms, etc., shall not be covered under the



purview of "Do Not Disturb" policy of the Telecom Regulatory Authority of India (TRAI). For this purpose, Borrower hereby grants permission to DSG INVESTMENTS PRIVATE LIMITED to contact him/her any time between 0800 hours to 1900 hours from Monday to Sunday. The Borrower may inform DSG INVESTMENTS PRIVATE LIMITED if some other time is convenient for the Borrower by calling the customer care department/ recovery department/ or any other authorized representatives of DSG INVESTMENTS PRIVATE LIMITED.

- g) The Borrower agrees, consents and permits DSG INVESTMENTS PRIVATE LIMITED to disclose to the Borrower's family members (i.e. parents, spouse, children, sisters and brothers) or other Persons whose details have been provided by the Borrower either in Loan Application or otherwise from time to time, all necessary or relevant particulars/information relating to the Borrower and the Loan for any legal purpose required by DSG INVESTMENTS PRIVATE LIMITED.
- h) The Borrower confirms that neither Borrower nor Borrowers' family members is citizen or reside in any country which is not Financial Action Task Force (FATF) compliant or from any country which is enemy country of India.
- i) The Borrower undertakes to pay each of the Monthly Instalments on or before the respective Due Dates without any default.
- j) The Borrower undertakes to inform DSG INVESTMENTS PRIVATE LIMITED within 07 days of any change in his/her residential address, employment, telephone numbers, or change in any of the details provided to DSG INVESTMENTS PRIVATE LIMITED in writing or by using any Contact Options as made available by DSG INVESTMENTS PRIVATE LIMITED.
- k) The Borrower confirms that there is no action, suit, proceedings or investigation pending or, to the knowledge of the Borrower, is threatened, by or against the Borrower before any Court of Law or any government authority which might have a material adverse effect on the financial and other affairs of the Borrower or which might put into question the validity or performance of this T&C.
- l) The Borrower shall intimate DSG INVESTMENTS PRIVATE LIMITED promptly of any dispute which might arise between the Borrower and any Person or any government authority thereby affecting the ability of the Borrower to repay the Loan in the manner stipulated hereunder.
- m) The Borrower shall at all times abide by the laws in India, and in particular, provisions of the Prevention of Money Laundering Act, 2002.
- n) The Borrower by availing the Loan shall have deemed to have warranted and undertaken to the DSG INVESTMENTS PRIVATE LIMITED as follows: (a) Due Payment of public and other demands
- o) i.e. the Borrower has/have 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. (b) It shall be the Borrower's obligation to keep being acquainted with the rules of DSG INVESTMENTS PRIVATE LIMITED, in force from time to time. (c) To make regular payments to the DSG INVESTMENTS PRIVATE LIMITED.
- p) The Borrower is of sound mind and has not hidden any material fact from DSG INVESTMENTS PRIVATE LIMITED which may hamper /adversely affect the performance of obligation by Borrower under Loan Documents.
- q) The Borrower hereby warrants shall not do any act/omission in order to avoid payment of Loan on Due Dates including giving threatening communications through any Contact option or misbehave with representative , customer management of DSG Investments Private Limited .
- r) The Borrower hereby warrants that the Borrower shall not make any wrong statement publicly against DSG INVESTMENTS PRIVATE LIMITED (including posting false/ abusive messages in social media platforms) with motive to avoid repayment of Loan.

#### 15. OTHER CONDITIONS

- a) Where any part or provision of this T&C or any Document becomes illegal, invalid or unenforceable under the law, the remaining part or provisions of the T&C or such Document shall remain valid and enforceable so far as they are not affected by the part or provision that become illegal, invalid or unenforceable.
- b) DSG INVESTMENTS PRIVATE LIMITED shall be entitled to amend any of this T&C or any other Document at any time at its sole discretion. Any such amendment shall have prospective effect. The Borrower shall be informed about any such amendment by posting such amendment on the website of DSG INVESTMENTS PRIVATE LIMITED or

through any Contact Options as decided by DSG INVESTMENTS PRIVATE LIMITED at its sole discretion. Any such amendment made to the T&C by DSG INVESTMENTS PRIVATE LIMITED shall be binding upon and enforceable against the Borrower. The Borrower shall have the option to repay the Outstanding Balance to DSG INVESTMENTS PRIVATE LIMITED within the time period specified by DSG INVESTMENTS PRIVATE LIMITED on the website or as agreed with DSG INVESTMENTS PRIVATE LIMITED in case the Borrower does not agree to the amendment of any of the terms & conditions of this T&C or any other Document.

- c) DSG INVESTMENTS PRIVATE LIMITED shall have the absolute discretion to opt and exercise all or any of the aforesaid rights available to DSG INVESTMENTS PRIVATE LIMITED, however, where DSG INVESTMENTS PRIVATE LIMITED chooses to exercise one right over the other, DSG INVESTMENTS PRIVATE LIMITED shall not be deemed to have waived off the option of exercising that other right in future.
- d) The Borrower agrees to comply with all Applicable Laws from time to time in force including any amendments, modification or change thereof which may be attracted and the Borrower shall indemnify DSG INVESTMENTS PRIVATE LIMITED in respect of any loss, claim or expense to DSG INVESTMENTS PRIVATE LIMITED as a result of non-compliance of any such Applicable Laws.
- e) In case of discrepancies, if any, between T&C and the Sanction Letter and Loan Documents, the terms and conditions mentioned in the Loan Documents shall prevail.
- f) Where the T&C or any other Document has been executed or referred in any language along with or other than English Language, the copy of T&C or such other Document executed or referred in English language shall be considered correct and final in case of any dispute arising due to interpretation of any word, sentence or any clause in other languages.

#### 16. DISPUTE RESOLUTION AND JURISDICTION

- a) Every dispute, difference, or question which may at any time arise between DSG INVESTMENTS PRIVATE LIMITED and the Borrower in respect of the Loan or any Person claiming under them, touching or arising out of or in respect of this T&C or any other Document or the subject matter thereof and/ or any Loan shall be referred to a Sole Arbitrator to be appointed by

DSG INVESTMENTS PRIVATE LIMITED for Arbitration. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 with such modification and amendments as may be time being in force and the decision of the arbitrator shall be final and binding on the parties. The Borrower hereby agrees and confirms that the arbitration agreement contained in this T&C would constitute a valid and binding arbitration agreement between the Borrower and DSG INVESTMENTS PRIVATE LIMITED even if this T&C is accepted and agreed upon by the Borrower through any of the Contact Options provided by DSG INVESTMENTS PRIVATE LIMITED. The place for holding such arbitration proceedings shall be Gurugram, Haryana (India) and the language for such proceedings shall be English only.

- b) This Agreement governed by and construed in all respects with the Indian Laws and the Parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall, at the option/discretion of DSG INVESTMENTS PRIVATE LIMITED, be subject to the exclusive jurisdiction of the courts of Gurugram, Haryana, India.

#### 17. DISCLAIMER

- a) DSG INVESTMENTS PRIVATE LIMITED is having a valid Certificate of Registration dated 29th May 2003 issued by the Reserve Bank of India (RBI) under section 45-IA of the Reserve Bank of India Act, 1934. However, the Reserve Bank of India does not accept any responsibility or guarantee about the present position as to the financial soundness of the company or for the correctness of any of the statements or representations made or opinions expressed by the company and for repayment of deposits/discharge of the liabilities by the company.

#### 18. CONFIDENTIALITY AND CONSENT FOR DISCLOSURE:

- a) DSG INVESTMENTS PRIVATE LIMITED shall exercise care while handling any confidential information. However, the Borrower acknowledges and accepts that the DSG INVESTMENTS PRIVATE LIMITED shall, in accordance with Applicable Law, be entitled to disclose information (i) to the DSG INVESTMENTS PRIVATE LIMITED's affiliates, sub-contractors, agents, service providers, partners, lenders, investors, research agencies (ii) to prospective transferees or purchasers of any interest in the Loan, (iii) as required by law or any government order or direction including disclosure as maybe necessary to perform or fulfill any requirement specified by the RBI, (iv) as deemed necessary by the

DSG INVESTMENTS PRIVATE LIMITED while exercising its remedies under the Loan Documents. the DSG INVESTMENTS PRIVATE LIMITED shall also be entitled to disclosure without any notice to the Borrower/s all or any information/documents or the data including but not limited

- (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) default, if any, committed by the Borrower, for protecting its interests to income tax authorities, credit rating agencies or any other Government or any other Regulatory Authorities
- b) /Bodies/ Departments/authorities as and when so demanded.
- c) The Borrower understand that as a pre-condition relating to grant of Loan to the Borrower, DSG INVESTMENTS PRIVATE LIMITED requires the consent of the Borrower for disclosure by DSG INVESTMENTS PRIVATE LIMITED of information and data relating to Borrower, of the Loan availed/be availed of by Borrower/s, obligations assumed/to be assumed by Borrower in relation thereto and
- d) /or default if any, committed by Borrower, in discharge thereof.
- e) Accordingly, the Borrower has/have no objection to the disclosure by DSG INVESTMENTS PRIVATE LIMITED of all or any such, (a) information and data relating to Borrower; (b) information or data relating to Loan, or any credit facility availed/to be availed by Borrower; (c) information and data relating to obligations assumed by Borrower in relation to the Loan/credit facility(ies) granted/to be granted by DSG INVESTMENTS PRIVATE LIMITED ; and (d) information and data relating to default, if any committed by Borrower in the discharge of such obligation, as the DSG INVESTMENTS PRIVATE LIMITED may deem appropriate and necessary to disclose and furnish to any agency as the DSG INVESTMENTS PRIVATE LIMITED feels appropriate and proper or as authorized by RBI.
- f) The Borrower declare/s that the information and data furnished by him/her to the DSG INVESTMENTS PRIVATE LIMITED is true and correct.

#### 19. ACCEPTANCE

- a) THE BORROWER CONFIRMS HAVING PERUSED, UNDERSTOOD AND AGREED TO THIS ENTIRE T&C CONSTITUTING OF ABOVE CLAUSES INCLUDING THE LOAN AND OTHER PRODUCT DETAILS, DSG INVESTMENTS PRIVATE LIMITED'S METHOD OF CALCULATING INSTALMENT AND APPLICABLE CHARGES. THE AFOREMENTIONED T&C AND OTHER DOCUMENTS HAVE BEEN EXPLAINED TO THE BORROWER IN THE LANGUAGE UNDERSTOOD BY THE BORROWER AND THE BORROWER HAS UNDERSTOOD THE ENTIRE MEANING OF THE

VARIOUS CLAUSES STATED IN THIS T&C.THE BORROWER IS AWARE THAT DSG INVESTMENTS PRIVATE LIMITED HAS AGREED TO GRANT LOAN TO BORROWER ONLY ON THE BASIS OF THE REPRESENTATIONS AND WARRANTIES/ DECLARATIONS MADE BY THE BORROWER AND THE UNDERTAKING PROVIDED BY THE BORROWER TO ABIDE BY THE TERMS OF THIS T&C.