

DEFINITIONS AND INTERPRETATION:

'**Agreement**' means and includes this Agreement, together with all the schedules, exhibits, addendums, attachments and appendices annexed hereto and all amendments/supplements hereto and restatements hereof;

'**Applicable Law**' means the 'Indian Law' as per the General Clauses Act, 1897;

'**Application Form**' means the Loan application, in the form and manner prescribed and acceptable to the Lender together with such documents and information as may be required by the Lender, filled in and submitted by the Borrower to the Lender in relation to the Loan electronically or physically;

'**Bounce Charges**' means an amount payable by the Borrower to the Lender as a penalty where PDCs issued by the Borrower is not honoured by the bank, ECS, NACH or any other Repayment Mode is returned or not honored;

'**Business Day**' means a day on which the Lender and banks are open for business in Delhi, Uttar Pradesh, Haryana, Pune and Mumbai and location of the drawee bank on which the Repayment Mode is drawn;

'**Due Date**' means in respect of:

- The Monthly Installment and/or Outstanding Dues, the respective Repayment Dates.
- The interest on the Outstanding Dues, the Interest Payment Date.
- Costs, charges and expenses incurred or paid by the Lender under the Loan Documents, within seven (7) Business Days from the date on which the Borrower has received notice from the Lender providing details of such costs, charges and expenses; and
- Any other amount payable under the Loan Documents, the date on which such amount falls due in terms of the Loan Documents, or on demand if the due date is not specified in such Loan Document;

'**Electronic Clearing System or ECS**' or **NACH**, means the debit clearing schemes, notified by RBI from time to time, being mode(s) of electronic funds transfer from one bank account to another bank account using the services of a clearing house or any other platform or mechanism duly authorized in this regard including without limitation the National Electronic Clearing Service.

Interest:

The Borrower(s) will be required to pay interest on the Loan as stipulated in the Loan Agreement that will be executed by and between the Borrower(s) and the Lender. Interest accrues and is calculated on a daily basis on the total outstanding balance on that day, and is compounded and will be payable monthly, as on the due dates set in the Payment Schedule provided by the Lender. Interest in the normal course will form a part of the Equated Monthly Installments (EMIs) or Pre-EMIs payable by the Borrower(s). Default Interest, additional interest and interest on interest (as payable in accordance with the terms of the Loan Agreement) will be required to be paid by the Borrower additionally, that is to say, the same would not be covered as part of the EMIs or Pre-EMIs.

Rate of Interest/Type of Interest and change in Rate of Interest:

The Rate of Interest is the rate at which the Lender will compute and apply interest on the Loan.

Fees and Charges Applicable:

All fees and charges applicable to the Borrower(s) may be found in the Schedule of Charges attached to the Loan Application Form and/or on the official website of the Lender.

Please note that the applicable fees and charges may change from time to time. Such changes will be updated on the official website of the Lender from time to time.

The Borrower shall indemnify, save, defend and hold harmless the Lender and its officers, directors, employees, from and against all, direct and indirect, claims, damages, losses, costs and expenses, including attorneys' fees arising out of any action, omission, breach or default by the Borrower and/or its employees or agents under or in the course of performing the Loan Agreement and/or otherwise incurred by the Lender as a result of granting the Loan to the Borrower or in the course of performance of its obligations under the Loan Agreement

Default Interest:

In the event of payment defaults, the Borrower shall pay to the Lender interest on any overdue amounts i.e. any amounts, in relation to which payment has not been made on the relevant Due Date, and in case of the occurrence of any other Event(s) of Default (not for non-payment), the Borrower agrees to pay to the Lender interest on the total Outstanding Balance, at the rate mentioned specified in the Loan Agreement/Schedule of Charges over and above the applicable Interest Rate. Default interest shall be calculated daily based on the actual number of days in the year. Without prejudice to the foregoing, and for clarity, if the Lender recalls the Loan or any part thereof, the Borrower shall have to pay Default Interest on all outstanding principal, interest and other money(s) due and owing to the Lender from the date of recall until the date of full payment to the Lender.

Repayment: means the payment of the monthly installments and Outstanding Dues, as the case may be by any of the following modes:

- ECS/Nach
- NETT
- PDCS
- RTGS
- Standing instructions at the bank.
- Any other instrument suitable from time to time.

LOAN:

- The Borrower agrees to borrow from the Lender and the Lender agrees to make available and extend to the Borrower, at its sole and absolute discretion, the Loan, for an amount as mentioned in the Application Form and Schedule I, for the purpose as mentioned in the Application Form, on the terms and conditions contained in this Agreement and in other Loan Documents.
- The disbursement of the Loan may be made directly to the Borrower in one lump sum or in such Installments as per the details provided under the Application Form and Schedule I, subject to the terms and conditions contained herein.
- The disbursement of the Loan shall be made in accordance with the RTGS business hours as notified by the RBI from time to time. The Lender shall not in any event or circumstance be liable or be construed as being liable in case there is any delay(s) in disbursement of the Loan on account of any technical or system errors, etc.
- The Lender shall be entitled to revise the Interest Rate at any time and from time to time as per its policy, if any, during the Loan Tenure, at its sole discretion or due to change in the regulatory requirements including any guidelines/regulations issued by RBI and such revised Interest Rate shall be deemed to form part of the Loan and the Borrower shall also be liable to pay such revised amount of interest on the Loan in such manner and within such period as may be determined by the Lender in its sole discretion. Any revision in the Interest Rate shall be effective from a prospective date and the Lender shall notify the Borrower in advance to this effect and the same would be binding upon the Borrower. The Lender shall also notify any change in the Interest Rate by updating the same on its Website.
- The Borrower agrees to repay the Monthly Installments and the Outstanding Dues to the Lender on or before the Repayment Date using the Repayment Modes as set out in Schedule I, or in such manner and at such place, as may be agreed between the Borrower and Lender, from time to time during the course of this Agreement. The instructions for the ECS / NACH /E-mandate as provided by the Borrower shall be open ended and will cover the maximum principal amount under the Loan and other Outstanding Dues thereon
- Notwithstanding anything contained in this Agreement, the Lender may at any time in its sole discretion and without assigning any reason whatsoever, call upon the Borrower to pay the Outstanding Dues and thereupon the Borrower shall within 15 (fifteen) days of being so called upon pay the whole of the Outstanding Dues to the Lender without any delay or demur. The liability of the Borrower to the Lender shall not be discharged until and unless the Borrower has paid or discharged the Outstanding Dues owed to the Lender under this Agreement.
- The Monthly Installments shall automatically change by reason of change in any rates, taxes, charges, imposts, levies and monies whatsoever that are or may be levied on the Monthly Installments or the transaction contemplated hereunder or may become payable by the Borrower by virtue of this Agreement. Such change in the

Monthly Installments due to change in the rates, taxes, charges, imposts, levies and monies as stated above shall be effected only prospectively and the same shall automatically form part of the Loan.

- Any dispute or difference of any nature whatsoever shall not entitle the Borrower to with hold or delay payment of any Monthly Installments or other sum and the Lender shall be entitled to present the PDCs/ECS to the bank of the Borrower on the Due Dates.
- The Borrower understands, confirms and agrees that the Lender shall at its sole discretion, at multiple occasions and on different dates, present in the Borrower's bank account, the ECS/NACH mandate or any other electronic or other cleaning mandate (given by the Borrower in favour of the Lender covering all the Outstanding Dues) which returns unpaid, for recovering the Outstanding Dues from the Borrower and until realization of all Outstanding Dues. The Borrower agrees and undertakes that the Borrower shall not dispute, complain or object to such presentations by the Lender. Further, the Borrower understands and agrees that return of PDCs or ECS/NACH mandate or any other electronic or other clearing mandate, will result in Bounce Charges being added to the Outstanding Dues.
- The Borrower hereby irrevocably authorises the Lender to destroy PDC(s) (if any) in the possession of the Lender upon repayment of the Loan together with all costs, charges and expenses, by the Borrower to the satisfaction of the Lender.
- Notwithstanding anything contained herein, the Lender shall be entitled to adjust any advance Monthly Installment and/or security deposit/initial payment made by the Borrower towards any Outstanding Dues in such manner and at such time as the Lender may determine in its sole discretion.
- All sums payable by the Borrower to the Lender shall be paid without any deductions whatsoever at such place as the Lender may specify and shall be so paid so as to enable the Lender to realize the sum on or before the Due Date. Credits/discharge for payments will be given only on realisation of amounts due.
- In the event of the Borrower committing a default in the payment of any sum payable hereunder and/or in relation to the Loan or the Borrower committing any breach or default of any other condition of this Agreement or under any other instrument in respect of the Loan, the Borrower shall, in respect of the Outstanding Dues and in respect of the Monthly Installments or other amount in default, pay the Penal Interest, from the date of default till the date of realisation by the Lender. The payment of the Penal Interest shall not absolve the Borrower of the other obligations in respect of such breach or default or affect the rights of the Lender in respect of the breach or default.
- Any sums received by the Lender from the Borrower shall be appropriated in the following manner:
 - (1). Firstly, against interest payment.**
 - (2). Secondly against overdue Monthly Installments.**
 - (3). Thirdly against Bounce Charges.**

(4). Fourthly against any other penal charges or any other claim of the Lender on the Borrower under the Loan Documents.

(5). Lastly against principal amount of the Loan.

DEFAULT:

The Borrower shall be deemed to have committed an act of default if the Borrower does not comply with his/her obligations as mentioned in this Agreement and also on the happening of any one or more of the following events, (each an 'Event of Default' and collectively 'Events of Default'):

- The Borrower fails to pay any Monthly Installments or the Outstanding Dues under this Agreement on or before the Due Date or commits breach of any of the terms, covenants or conditions contained in the Agreement.
- It is found that the Borrower commits a default of any of the terms and conditions in respect of any other loan or facility provided by the Lender and/or any Affiliates of the Lender.
- There exists any circumstances which in the opinion of the Lender prejudicially affects or may affect the Lender's interest or the Borrower's ability to repay the Loan.
- Demise of the Borrower or if the Borrower compounds with his/her creditors or permits any attachment or sequestrations or other processes against any of his/her assets or properties.
- If the Borrower commits an act of insolvency or if the Borrower is declared insolvent or bankrupt or if a receiver or official assignee is appointed in respect of any property or estate of the Borrower or if the Borrower asks for any application for declaring himself an insolvent or if an application for declaring the Borrower as insolvent is made or any order is passed by any competent court or authority for taking the Borrower into insolvency.
- If any proceedings are pending or threatened against the Borrower by any government agency or authority for any misconduct or breach/violation of any law or regulations or code of conduct, etc.

GENERAL TERMS:

The Lender reserves the right to levy such fees and/or charges, from time to time, as specified in the Loan Documents. The fees and charges levied by the Lender in pursuance to the Loan Documents shall be non-refundable and non-transferable. The Lender may during the Loan Tenure and at its sole discretion, with or without any prior notice to the Borrower, amend / revise any of the terms and conditions contained in the Agreement including the repayment schedule, Interest Rate and/or any other fee or charge such as Penal Interest, processing fees, Bounce Charges, Outstation Collection Charges, Pre-payment Charges, Service charges, other charges etc. and the Borrower acknowledges and agrees to be bound by such revised terms and

conditions including repayment schedule, Interest Rate and/or such fee or charges mentioned above. The Lender shall give notice to the Borrower of any such amendment/revision/ addition and shall ensure those changes in Interest Rate and other fee or charges are effected only prospectively. The Lender shall notify the Borrower of such changes by updating the same on the Website or through other modes of communication. The Borrower hereby agrees to keep himself/herself abreast with all notifications on the Website in this regard and shall be bound by the aforesaid change and agrees not to dispute the same.

Any statement of account furnished by the Lender regarding the Outstanding Dues payable by the Borrower under this Agreement shall be accepted by and be binding on the Borrower and shall be a conclusive proof of the correctness of the amount mentioned therein. Without prejudice to what is stated above, if the Borrower desire to question any statement or any part thereof, the Borrower shall furnish to the Lender full details of the same within 10 (ten) Business Days from the receipt of the statement by the Borrower and the Lender may consider the same and the Borrower shall not be entitled to object to the same thereafter on any ground whatsoever. It is however clarified that the Borrower shall not be entitled to default or delay the payment of Monthly Installments on the ground of the statement of account furnished by the Lender being inaccurate or any other ground whatsoever.

Wherever the Borrower has given demand promissory note(s) to the Lender for the amount of the Loan, in case of a default, the Borrower will still be liable to repay to the Lender the Loan amount along with the interest at the Interest Rate hereto from the date of default till actual payment.

The Borrower confirms that if a demand promissory note is issued by him/her, the same shall operate as continuing security to the Lender to be enforceable for the repayment of the Outstanding Dues and/or all sums remaining unpaid under the Loan now or hereafter, including all interest to become payable in respect of/under the Loan or which may in future be advanced and that the Borrower will remain liable under/in respect of the demand promissory note notwithstanding payment made into the account of the Loan from time to time or the Loan being reduced or extinguished from time to time or even if the balance in the account of the Loan may be in credit. In case of death of the Borrower, the demand promissory note(s) given by the Borrower will be invoked against his/ her legal heir/s, legal representative/s, executor/s, administrator/s and permitted assign/s.

Any promotional scheme and/or contest being initiated by the Lender for its customers is independent of this Agreement and the Loan and such promotional schemes and/or contests do not constitute any kind of solicitation by the Lender. Such promotional schemes and/ or contests shall be governed by the terms and conditions in relation thereto, which shall be carefully read by the Borrower in case the Borrower decides to participate in such schemes/contests. Further, the Borrower agrees and confirms that the Lender shall have the right to withdraw any of the promotional schemes at its sole discretion.

The Borrower hereby agrees and confirms that the Lender shall have the right to cross sell its other products and services (like insurance) and the products and services of its Affiliates, to the Borrower along with the Loan.

In case, Borrower has chosen an insurance cover and is a member of 'Group Insurance Policy' taken by the Lender, the Lender shall have the right to appropriate insurance claim paid there under towards the Outstanding Dues. If after such appropriation, there be any surplus leftover, it shall be paid to the Borrower. If there is any deficit, then the Borrower shall be liable to pay entire deficit forthwith.

At the request of the Borrower, the Lender may at its own discretion also finance the insurance premium of an insurance policy insuring the Borrower against various risks including without limitation the risks of personal accident, accidental hospitalization, Outstanding Dues to the Lender and/or critical illness provided that such insurance policy has been taken out by the Lender on behalf of the Borrower from an insurance company approved by the Lender with a specific instruction and authority by the Borrower to such insurance company that in case of any loss, the loss will be paid to the Lender by such insurance company. Such insurance premium paid by the Lender on behalf of the Borrower shall be added as the principal amount to the Loan granted herein and shall form part of the Loan. The Borrower shall pay to the Lender the amounts towards insurance premium as mentioned above which may be loaded to the installments. The insurance premium being a part of Loan may be disbursed by the Lender directly to such an insurance company approved by the Lender and such disbursement shall be deemed to be disbursement to the Borrower. Wherever the Borrower agrees for the insurance coverage, all expenses, charges, fees, and taxes etc. as applicable shall be incurred and paid by the Borrower. In the event the said charges are paid by the Lender on Borrower's behalf the Borrower shall reimburse the same to the Lender within 24 (twenty-four) hours of the Lender's demand.

The Borrower shall pay any and all stamp duty, stamp duty penalties, registration fees and similar taxes and duties which are or may become payable in connection with the entry into, performance or enforcement of this Agreement and/or Loan Documents whether at the time of execution or thereafter. The Borrower hereby agrees that in case the Lender is required to make any payments such as stamp duty, stamp duty penalty, registration charges and/or any other charges and/or duties on and in relation to this Agreement and/or Loan Documents or any other underlying/associated documents, whether at the time of the execution or thereafter then the Lender shall be entitled/authorised to recover the same from the Borrower.

The Borrower shall provide to the Lender the correct Goods and Service Tax ('GST') registration number ('GSTIN') of the Borrower and the Lender shall not be responsible for verification of the same. In the event, the Borrower fails to furnish the GSTIN to the Lender, the Borrower shall be treated as unregistered for the purpose of GST.

The Lender shall raise an invoice on the Borrower in respect to the fees, charges and/or penal interest levied as per the Loan Documents. In the event the Lender issues a credit note towards adjustment of any discrepancy in the value of invoice raised by the Lender and if Borrower has failed to adjust the excessive input tax credit claimed by the Borrower on account of such discrepancy, the Borrower shall pay to the Lender the differential input tax credit, within a period of 30 (thirty) days from the date such issue is raised by the Lender. In the event the said amount is not paid by the Borrower to the Lender, the same shall be a debt due from the Borrower and shall be payable forthwith to the Lender together with any interest thereon. The Lender shall not be liable for any loss of credit arising on account of incomplete, erroneous or wrong details mentioned in the invoice.

Any provision of this Agreement which is prohibited or unenforceable including without limitation due to any notification, guidelines, circular issued by RBI from time to time, in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or un-enforceability but that shall not invalidate or affect the remaining provisions of this Agreement nor affect such provision in any other jurisdiction.

The liabilities of the Borrower and the Co-Borrowers, if any, under this Agreement shall be joint and several.

Any delay in exercising or omission to exercise any right, power or remedy accruing to the Lender under this Agreement or any other agreement or document shall not impair any such right, power or remedy and shall not be construed to be waiver thereof or any acquiescence in any default, nor shall the action or inaction of the Lender in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the Lender in respect of any other default.

Any notice to be given to the Borrower in respect of this Agreement shall be deemed to have been validly given if served on the Borrower or sent by courier or left at the address of the Borrower stated in Schedule I hereto or at the Borrower's existing or last known business or private address. Any such notice sent by courier shall be deemed to have been received by the Borrower within 48 (forty-eight) hours from the time of its posting.

Without prejudice to all other rights as the Lender or any of the third parties appointed by the Lender may have under this Agreement and under law, on the occurrence of an Event of Default, the Lender, its authorised representatives, agents, and third parties as appointed by the Lender are authorised to use the contact details provided by the Borrower to get in touch with the Borrower (including the authorised signatory(ies)/ representative(s), guarantor(s) (if any) and third parties including the family members of the Borrower) whose information the Borrower has provided to the Lender. Also, the Borrower may be sent reminders from time to

time for settlement of any Outstanding Dues by post, fax, telephone, email, SMS text messaging via mobile phone.

Upon the occurrence and continuation of an Event of Default, the Lender is authorised at any time, without presentment, demand, protest or other notice of any kind to the Borrower, any such notice being expressly waived, to set off and to appropriate and apply any and all monies lying or deposited or held by the Lender. The Borrower agrees, declares and confirms that, notwithstanding any of the provisions of the Indian Contract Act, 1872 or Applicable Law, or any terms and conditions to the contrary contained in this Agreement, the Lender may, at its absolute discretion, appropriate any payments made by the Borrower under this Agreement or any amounts realised by the Lender by enforcement of security or otherwise, towards the dues payable by the Borrower to the Lender under this Agreement and/or other agreements entered into between the Borrower and the Lender and in any manner whatsoever.

ASSIGNMENT OF RIGHTS

The Lender shall at any time, without any consent of or notice to the Borrower be entitled to securitise, sell, assign, discount or transfer all or any part of the Lender's right and obligations under this Agreement or other Loan Documents, to any person(s) and in such manner and on such terms as the Lender may decide. The Borrower shall not be entitled to directly or indirectly assign or in any manner transfer, whether in whole or part, any rights or obligation under this Agreement and other Loan Documents.

DISCLOSURE

The Borrower agrees and understands that as a pre-condition relating to the grant of the Loan to the Borrower, the Lender requires the Borrower's consent for the disclosure by the Lender of information and data relating to the Borrower, of the Loan availed of/ to be availed by the Borrower, obligations assured/ to be assured by the Borrower in relation thereto, default, if any, committed by the Borrower in discharge thereof and any other information made available by the Borrower to the Lender.

Accordingly, the Borrower agrees and gives consent for the disclosure by the Lender, if required under the Applicable Law, of all or any such:

- Information and data relating to the Borrower.
- The information or data relating to Loan availed of/to be availed by the Borrower
- Default, if any, committed by the Borrower in discharge of such obligation as the Lender may deem appropriate and necessary to disclose and furnish to all the credit bureaus approved by RBI and any other agency authorised in this behalf by RBI. The Borrower further declares that the information and data furnished by the Borrower to the Lender is true and correct.

In the event of the Borrower committing a default in the repayment of Outstanding Dues on the Due Dates, the Lender shall have an unqualified right to disclose the name of the Borrower to RBI, RBI approved Credit Bureaus and any other agency authorised in this behalf by RBI. The Borrower gives its consent to the Lender and/or RBI and/ or RBI approved Credit Bureaus to publish their name as defaulters in such manner and through such medium as the Lender/RBI and/or RBI approved Credit Bureau in their absolute discretion may think fit.

The aforesaid right shall be available to the Lender in addition to and not in derogation of any other rights available under the Agreement.

Borrower further agrees and understands that:

- RBI Approved Credit Bureaus and any other agency so authorized may use and/or process the said information and data disclosed by the Lender in the manner as deemed fit by them
- RBI Approved Credit Bureaus and any other agency so authorised may furnish for consideration the processed information and data or products thereof prepared by them, to the Lender/financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf.

The Borrower agrees and understands that the Lender may also disclose any information/documents relating to the Borrower to any third party including Lender's Affiliates for promotional purposes or any other purpose as Lender may deem fit.

INDEMNITY

The Borrower shall indemnify the Lender (and its Affiliates) at all times hereafter from and against any and all claims, damages, costs, losses, expenses, suits, proceedings, actions, liabilities, etc., that may have been suffered by the Lender and/or its Affiliates by reason of any act by the Borrower or default on the part of the Borrower under this Agreement/in respect of the Loan and/or for the recovery of the Outstanding Dues (including legal/ attorney fee).

The Borrower further agrees to indemnify and keep indemnified the Lender and/or its Affiliates from time to time and at all times hereafter and against any and all claims, duties, damages, costs, losses expenses, suits, proceedings, actions, liabilities etc., for/under which the Lender and/or its Affiliates may be liable:

- On account of destruction of PDCs of the Borrower in accordance with Clause 2.23; and
- At any point of time whether at the time of execution of this Agreement or any time thereafter.

The Borrower further agrees to indemnify and keep indemnified the Lender and/or its Affiliates from time to time and at all times hereafter from and against any and all claims, damages, costs, losses, expenses, suits,

proceedings, actions, liabilities, etc., whatsoever arising in connection with or relating to any Communications (as defined below) provided/received by the Lender and/or its Affiliates by Electronic Media (as defined below).

ELECTRONIC MEDIA:

The Borrower hereby confirms, acknowledges and agrees that the online acceptance of this Agreement including any addendums hereto through the Website or such other internet or web based means results in a binding contract between the Parties.

The Borrower is aware that transmission of this Agreement, addendums to this Agreement, terms and conditions, instructions, acceptances and communications ('Communications') through electronic means such as email, facsimile, SMS text messaging, websites, online acceptance, etc. ('Electronic Media') involves a number of risks including fraudulent alterations and incorrect transmissions and absence of confidentiality. However, the Borrower is desirous of receiving Communications from and providing Communications to the Lender through the Electronic Media for various matters under this Agreement including in relation to the Loan and the operation thereof.

In consideration of the Lender permitting the same, the Borrower hereby irrevocably, confirms and undertakes to the Lender as under:

- The Lender shall be entitled (without being bound to do so) to rely upon the Communications provided through the Electronic Media (and believe the same to be genuine), for their requirements. In case of any question as to what were the Communications provided or received, the records of the Electronic Media received by the Lender shall be treated as final, conclusive and binding.
- The Borrower has ensured and shall ensure that the Communications provided through the Electronic Media to the Lender are provided by the Borrower and hereby agrees and confirms that the Lender shall not be responsible for conducting any verification whatsoever in this regard.
- The Borrower confirms that the Lender shall not be bound to act in accordance with whole or any part of the communications as it may appear in the Communications so conveyed and the same shall be at the sole risk of the Borrower.
- The Lender shall not be liable for the consequences of any act or any refusal or omission to act or deferment of action by the Lender on basis of the Communications through the Electronic Media.
- The Lender shall not be required to await receipt of the Communications in writing before taking any action in connection with the Communications provided through any Electronic Media and the non-delivery and non-

conformity of such Communications in writing shall not in any manner prejudice the Lender's rights under this Agreement or otherwise.

- The Lender may at any time whatsoever without assigning any reason withdraw or modify or add the facility/ies provided to the Borrower in relation to the Communications through Electronic Media.
- The Borrower is aware and confirms that the Lender is agreeing to act on any Communications provided through Electronic Media only by reason of, and relying upon the undertaking and indemnities contained in this Clause.

DISPUTE RESOLUTION:

Any dispute arising out of or in relation to the Loan, including this Agreement and/or Loan Documents shall be referred for arbitration to the sole arbitrator appointed by the Lender. The Parties agree and confirm that the arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the rules applicable thereto. The venue of the arbitration shall be at Delhi, India of the state where the Borrower resides, at the sole discretion of the Lender and the arbitration proceeding shall be conducted in English language. The decision of the Arbitrator shall be final and binding on the Parties. Pending the passing of final award, the Borrower shall be liable to perform all its obligations under this Agreement.

GOVERNING LAW:

The validity, interpretation, implementation and resolution of disputes arising out of or in connection with this Agreement shall be governed by Indian law. The Parties agree that all matters arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts or tribunals (as the case may be) at Delhi only.