ANNEXURE-1

SMFG INDIA CREDIT COMPANY LIMITED
(ALL-INDIA) GENERAL TERMS AND CONDITIONS
FOR FACILITIES FOR PURCHASE OF TWO-WHEELER

1. All capitalised terms used herein and not defined shall derive their meaning, including any interpretation of any terms used herein, from SMFG India Credit's Two Wheelers Loans Terms ("**T&Cs**") published on SMFG India Credit's website.

2. LOAN AND DISBURSEMENT

2.1 **Amount of Loan:** The principal amount of the Loan applied for/availed of by the Borrower(s) shall be the amount specified in the Key Facts Statement (KFS)/ Most Important Document (MID). The amount of the Loan may be enhanced for funding the insurance premium at the request of the Borrower on such terms as may be specified by SMFG India Credit in KFS/MID.

2.2 **Interest:** The Borrower(s) shall be liable to pay Interest on the Loan at the Rate of Interest as applicable to the Borrower from time to time and on the date(s) as specified in the MID/KFS or as amended by SMFG India Credit in writing from time to time. The Rate of Interest payable by the Borrower(s) shall be subject to changes based on guidelines / directives issued by RBI to banks and financial institutions from time to time. The Borrower(s) also note and acknowledge that SMFG India Credit is obliged to give prospective effect to any revision of interest rates, whether upwards or downwards, on all existing advances/financial assistances having regard to the RBI guidelines/directives, applicable regulations, conditions in the money market, cost of fund and availability of loanable funds at the relevant time. Disbursements under the Loan shall be deemed to be made on the date the funds are transferred by SMFG India Credit and in case of disbursement by cheque(s), the date of handover of the cheque to the Borrower or its representative. The quantum/amount of the Loan will be finally decided by SMFG India Credit and has not made any commitments to Borrowers regarding the same. Further, approval of the Loan application and disbursement of Loan is at sole discretion of SMFG India Credit.

The Borrower shall pay to the SMFG India Credit Interest on the principal amount of the Loan outstanding from time to time and other amounts due under or in respect of the Loan Terms at the applicable Rate of Interest (as reset from time to time) from the date of each disbursement.

Until the commencement of Instalment, the Borrower(s) shall make payment of Broken Period Interest (BPI) as applicable and such payment of BPI shall be at the Rate of Interest as specified in the KFS/MID or Loan Documents.

2.3 Details of Disbursement:

(a) The Borrower(s) shall, prior to and as a condition for disbursement of the Loan by SMFG India Credit, provide SMFG India Credit with documents evidencing the payment of Borrower(s)' contribution towards the purchase of the Asset, as specified in the Application Form/MID or as communicated by SMFG India Credit from time to time.

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(b) The Loan shall be disbursed in one lump sum or in such tranches or such other manner as may be decided by SMFG India Credit pursuant to the receipt of the Application Form and sanction of the Loan by SMFG India Credit. The disbursement shall be made by electronic money transfer mechanisms like National Electronic Funds Transfer (NEFT), Real Time Gross Settlement (RTGS), etc., or, by cheque(s) duly crossed and marked "A/C Payee only" in favour of the Borrower or such other person as requested by the Borrower(s) or by cash or by any other method as agreed between the parties. The Loan amount shall be disbursed to the Borrower net of all initial payments towards Fees etc. as and when the Loan is disbursed to the Borrower, the Borrower shall execute, MID/KFS pertaining to the Loan disbursed by SMFG India Credit to the Borrower. The Borrower agrees that where upon Borrower's request the Loan amount is disbursed by SMFG India Credit to any person other than the Borrower, then such disbursement shall be deemed to be made to the Borrower and shall not affect the obligations of the Borrower in relation to the Loan. For availing the Loan, the Borrower shall execute, MID/KFS pertaining to the Loan disbursed by SMFG India Credit to the Borrower. Each such MID/KFS and any other amendment thereof shall be deemed to form an integral part of the Loan Terms.

(c) Where any disbursement is made by SMFG India Credit and the delivery of the Product is not taken by the Borrower and Borrower fails in its repayment obligations as per Loan Terms, SMFG India Credit shall be entitled: (i) as agent/attorney of the Borrower(s), to cancel or rescind the Borrower(s)' order/booking for the Product(s) with the relevant manufacturer/seller/dealer and to collect the refund of the booking price (after any deductions that may be made by the manufacturer/dealer/seller) and adjust the same against the principal outstanding in terms of the Loan; and/or (ii) to cancel the Loan and the Borrower shall be liable to pay any amounts outstanding post adjustment made under sub-clause (i) above.

2.4 The Borrower(s) shall be solely liable to bear any increases in the price of the Product(s) and/or the costs of insuring or registering the Product(s).

2.5 The Loan shall, as per the request of the Borrower(s), be disbursed by SMFG India Credit to the Borrower(s) and/or to such Person(s) such as the manufacturer, dealer or the owner of the two-wheeler as specified/directed in the MID or as per the disbursement request provided by the Borrower(s); all such handing over of the amount of the Loan to such manufacturer/dealer/owner as may be, directed by the Borrower(s) shall be deemed to be disbursements made to the Borrower(s). If so required by SMFG India Credit, the Borrower(s) shall acknowledge the receipt of the disbursement of the Loan in the form and manner as required by SMFG India Credit.

3. PAYMENT, PREPAYMENT AND OTHER CHARGE:

3.1 The Borrower(s) shall repay the Loan to SMFG India Credit in such number of Instalments, and with such Instalment(s) being of such amounts and on the Instalment Due Date(s) as stipulated in the MID/KFS (time being of the essence of the contract). SMFG India Credit shall be entitled to vary/modify the Instalment(s) (including increases in the amount of one or more Instalment(s)) in the event of changes to the Rate of Interest rate on the Loan. The Loan shall be repayable forthwith on demand, and accordingly, notwithstanding a repayment schedule for the Loan, SMFG India Credit shall have the right to be paid forthwith on demand the entire amount outstanding under the Loan along with all other dues, including interest in respect of the Loan.

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3.2 The Borrower(s) shall repay the Loan and other monies in respect of the Loan through any one of the following modes - National Automated Clearing House ("NACH") mandate provided by the Borrower / UPI AutoPay ("UPI") mandate provided by the Borrower / the Electronic Clearing System (Debit Clearing) as notified by the RBI ('ECS method") / direct debit from the Borrower(s)' bank account with SMFG India Credit ("Direct Debit method") / by deduction from the Borrower(s)' salary ("Salary Debit method") / by directly paying amounts by cash or cheque/draft (issued in the name of "SMFG India Credit Company Limited ") when due to SMFG India Credit ("Direct Payment method") / by any other method, and as may be decided by the parties. SMFG India Credit may, in its sole discretion, require the Borrower(s) to adopt or switch to any alternate of mode of payment and the Borrower(s) shall comply with such request, without demur or delay. The method for payment as selected by the Borrower(s) in the MID or the mandates given by the Borrower(s) under any payment mode cannot be cancelled or revoked by the Borrower(s) without prior consent of SMFG India Credit. If the Borrower(s) cancels or revokes (or attempts to cancel or revoke) such mandates without the prior consent of SMFG India Credit, such acts of the Borrower(s) shall be deemed to have been committed with a criminal intent and SMFG India Credit shall be entitled to initiate appropriate criminal proceedings against the Borrower(s). The Borrower(s) acknowledges that ECS/NACH/UPI mandate mode of repayment is over and above the cheques issued (if any) in favour of SMFG India Credit.

3.3 The Borrower(s) shall, without any demur or delay, bear, pay/reimburse SMFG India Credit for all and any losses, damages, costs, charges, claims, expenses and liability of any kind or nature whatsoever, including but not limited to stamp duty, taxes and charges as applicable, suffered, sustained or incurred by SMFG India Credit or as may be levied from time to time by the Government or any other authority in connection with/on (a) the application for and the grant and repayment of the Loan. (b) the Application Form, Loan Terms and/or any other Loan Documents, (c) recovery and realization of the Borrower Dues, if and when the same is required to be paid according to the laws for the time being in force.

3.4 The Borrower(s) shall pay in full the Instalments and other charges without any default and without claiming any set off or counterclaim on the respective dates on which the sums are due. No notice, intimation or reminder shall be given to the Borrower(s) regarding their obligation to pay the Instalments on Due Date.

3.5 All payments to be made by the Borrower(s) to SMFG India Credit shall be made free and clear of and without any deduction for or on account of any tax deduction. If the Borrower(s) is required to make such deduction, then, in such case, the sum payable to SMFG India Credit shall be increased to the extent necessary to ensure that, after making such deduction, SMFG India Credit received and retains (without any liability of such deduction), a sum equal to the sum which it would have received had such deduction not been made or required to be made.

3.6 The Borrower(s) shall at all times maintain sufficient funds in his/her/their bank account(s) to ensure that the repayment instrument, issued by the Borrower(s) are not dishonoured and the Instalments are received/realised by SMFG India Credit on or before the applicable Due Date(s).

3.7 Notwithstanding the mode of repayment/payment selected by the Borrower(s) in the MID, the Borrower(s) shall continue to remain at all times liable and responsible for ensuring the payment/repayment of all Instalments and all other monies in respect of

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the Loan to SMFG India Credit on or before the relevant Due Date(s) without any further notice/intimation being given by SMFG India Credit and all such amounts payable by the Borrower(s) to SMFG India Credit shall be paid, at such place(s) as SMFG India Credit may specify, without any deductions whatsoever so as to enable SMFG India Credit to fully realise the amounts due on or before the respective Due Date(s). Credit for payments by any method will be given only on realisation or on the relative Due Date(s) whichever is later. The acceptance by SMFG India Credit of any payment which is less than the full Instalment or other amounts due and owing at such time shall not constitute a waiver of SMFG India Credit's right to receive payment in full at such time or at any subsequent time or a waiver of any other rights whatsoever of SMFG India Credit under the Loan Terms.

3.8 The Borrower(s) shall not be entitled to cancel or issue stop-payment instructions with respect to the cheques/ECS/NACH mandate for so long as the Loan (or any part of the Borrower(s)' Dues) is outstanding and any such acts of the Borrower(s) shall be deemed to have been committed with an intention to cheat SMFG India Credit and avoid prosecution under the Negotiable Instruments Act, 1881 or the Payment and Settlement Systems Act, 2007, and SMFG India Credit shall be entitled to initiate appropriate proceedings against the Borrower(s).

3.9 The Borrower(s) shall promptly replace the repayment instrument and/or the mandates and/or other documents executed for payment of the Instalments and issue fresh repayment instrument , mandates and/or other documents in lieu thereof to the satisfaction of SMFG India Credit, if SMFG India Credit is facing any difficulty/inconvenience/impediment for any reason whatsoever in presenting such repayment instrument /issuing debit instructions or if required at any time by SMFG India Credit at its sole discretion.

3.10 The payment of the Instalments shall commence and continue as per the schedule specified in the Application Form/MID/KFS irrespective of any non-delivery/delayed-delivery of the Asset, and whether or not the Product(s) are defective or not working or under repair, and any dispute/difference whatsoever between any parties in relation to the Product(s) shall not entitle the Borrower(s) to withhold or delay payment of any Instalment or other sum.

3.11 The Borrower(s) shall bear all interest tax, tax on goods and services (GST), all other imposts, duties (including stamp duty and relevant registration and filing charges and taxes of any description whatsoever) as may be levied from time to time by the Government or other authority and all other costs and expenses whatsoever (including but not limited to any costs and expenses incurred by SMFG India Credit) in connection with/on: (a) the application for, and the grant and repayment of, the Loan; (b) the Application Form, T&Cs, MID, these General Terms and Conditions and/or any Loan Document; (c) recovery and realization of the Borrower(s)' Dues; (d) the creation, enforcement and realization of the security (including taking possession of, maintaining, storing and selling/transfer/encashment of the Asset(s); (e) repairing of the Assets(s) and clearance of arrears of all taxes and any other charges and levies payable to the Government in respect of the Asset(s); (f) inspections; (g) insuring the Asset(s); and (h) SMFG India Credit's advocate's fees and expenses for any of the above.

3.12 In the event of the Borrower(s) failing to pay the monies referred to above or in other Loan Documents, SMFG India Credit shall be at liberty (but shall not be obliged) to pay the same. The Borrower(s) shall reimburse all sums paid by SMFG India Credit and/or

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expenses incurred by SMFG India Credit (including by or on behalf of their representatives/consultants/appraiser) in relation to the Loan within seven (7) days from the date of notice of demand from SMFG India Credit. All such sums shall carry interest from the date of payment till such reimbursement at the rate of further interest specified in the KFS/MID.

3.13 Processing fee/ documentation fee, as deemed fit by SMFG India Credit, will be charged towards Loan Documents/ application.

3.14 Subject to Prepayment Charge/foreclosure conditions mentioned in T&Cs/KFS/MID, Prepayment Charges, as provided in KFS/MID will be charged towards Loan foreclosure before end of Loan tenor.

3.15 Other charges or such other amount as may be specified in KFS/MID or communicated by SMFG India Credit from time to time, plus applicable taxes and/or other statutory levies, would be applicable as mentioned in the Loan Terms and SMFG India Credit website and is subject to change as deemed fit by SMFG India Credit.

4. SECURITY

4.1 In consideration of the SMFG India Credit having granted/agreed to grant the Loan, the Borrower(s) hypothecate(s) and/or agrees to hypothecate, create(s) charges and/or agrees to create charges in favour of SMFG India Credit and by way of first and exclusive charge thereon, the vehicle purchased/acquired out of the Loan or the vehicle belonging to it whether now in possession or which will come into possession of the Borrower(s) ("Products/Assets") hereto as exclusive security for the due payment and repayment of monies including the Loan amount, Interest, Late Payment Charges in cases of default, costs, charges, expenses and other monies, whatsoever and howsoever due, owing and payable by the Borrower(s) to SMFG India Credit in respect of or in anywise concerning the Loan. Any additions, improvements or attachments to the Product(s) whether made and carried out by the Borrower(s) or otherwise and whether at the cost of the Borrower(s) or otherwise and whether with or without the approval of SMFG India Credit shall be deemed to constitute part of the Product(s) and shall be subject to these General Terms and Conditions, and T&Cs in the same manner and to the complete and total extent as the Product(s) prior to such addition/improvement or attachment.

4.2 The Borrower(s) shall keep the Product(s) as a continuing security for all other monies that may be due and payable by the Borrower(s) to SMFG India Credit on any account whatsoever, whether present or future, including the liability of the Borrower(s) as a surety or co-obligator either simply or along with any other person.

4.3 The Borrower(s) shall be solely and exclusively responsible for the quality, condition, fitness and performance of the Product(s) and for getting/ensuring delivery of the Product(s) from the manufacturer/dealer/seller, as the case may be, and SMFG India Credit shall not be liable or responsible for any delay in delivery (or non-delivery) of the Product(s) or any demurrage cost or for any defect or variation in the quality, condition or fitness or performance of the Product(s) or any guarantees or warrantees given by the manufacturer/dealer/seller in respect thereof. SMFG India Credit shall not be liable for, or bound by, any representations or warranties, whatsoever made by manufacturer/dealer/seller in respect of the Product(s) or any agent of such manufacturer/dealer/seller.

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4.4 The Borrower(s) shall, within seven (7) Business Days from the date of the Sanction Letter or delivery of the Product(s) (whichever is earlier), have such Product(s) registered with the appropriate registering Governmental Authority, and submit a certified copy of the registration certificate to SMFG India Credit within three (3) Business Days of receipt of the registration certificate from the concerned regional transport office (RTO). The registration of the Product's with the relevant Governmental Authority should also be made clearly indicating the fact that such Product(s) is/are exclusively charged in favour of "SMFG India Credit Company Limited". Wherever required/applicable (such as in the case of commercial vehicles/vehicles-for-hire), the Borrower(s) shall also obtain all necessary permissions/licences from the concerned Governmental Authorities for plying/using the Product(s) across/in the State or area in which such Product(s) is/are registered.

4.5 Where the Loan has been availed of for foreclosing an existing loan against any Asset and where the Asset needs to be registered with any Governmental Authority under the Motor Vehicles Act, 1988 or any law for the time being in force, then the Borrower(s) shall within seven (7) Business Days from disbursement of the Loan get the previous charge removed from the Product's' registration certificate and/or the records of the appropriate registering Governmental Authority and have the Product(s) re-registered with such registering Governmental Authority. In the event such Product's is offered as security to SMFG India Credit, the registration of the Product(s) with the relevant Governmental Authority should be made clearly indicating the fact that such Product(s) is/are exclusively charged in favour of SMFG India Credit. The Borrower(s) shall forthwith deliver a certified copy of the registration certificate (with necessary endorsement, as the case may be) to SMFG India Credit.

4.6 Where full details of the Product(s) (such as engine number/chassis number/serial number, registration number, etc., as required to be specified in the MID) is/are not available at the time of submitting the Application Form, the Borrower(s) shall furnish all such details of the Product(s) to SMFG India Credit, in such format as specified by SMFG India Credit, within three (3) days of delivery of the Product(s) or receipt of such details (such as the registration number of vehicles) from the appropriate Governmental Authority.

4.7 The Borrower's shall, if required by SMFG India Credit, affix a plate/sticker on the Product(s), indicating the fact of charge on the Product(s) in favour of SMFG India Credit, which such plate/sticker shall be constantly affixed on the Product(s) for as so long as any portion of the Borrower(s)' Dues remains outstanding from the Borrower(s) to SMFG India Credit.

4.8 The Product(s) shall, so long as the Loan of any part thereof is outstanding to SMFG India Credit, be subject to the charge/security created/to be created in favour of SMFG India Credit. The Borrower(s) shall duly use, operate and keep the Product(s) in sound working and repair condition under the Borrower(s) own possession and control and the Borrower(s) shall not enter into any arrangement whatsoever with any person, body or authority for the use, transfer or disposal of the Product(s). Wherever required by SMFG India Credit, the Borrower(s) shall arrange for/enter into annual maintenance contracts with the manufactures/suppliers of the Product(s) to the satisfaction of SMFG India Credit and shall keep such maintenance contracts renewed and subsisting for as long as any amounts remain due and payable to SMFG India Credit. The Borrower(s) will not part with the possession, give on hire, lease, leave and license or conduct any arrangement or otherwise deal with the Product(s) or any part thereof without prior consent of SMFG India Credit.

4.9 The Borrower(s) shall keep the Product(s) free from any and all liens, charges and encumbrances whatsoever, save and except for the first and exclusive charge created/to be created in favour of SMFG India Credit, and the Borrower(s) shall not hypothecate, mortgage, pledge, charge, encumber, sell, assign, transfer, hire, lease, let out or otherwise part with possession of the Product(s) in any manner whatsoever.

4.10 Any such direct or indirect arrangement, lien, charge, encumbrance, hire, lease, transfer or parting with possession of the Product(s), as referred to above, shall be deemed to be an act of criminal breach of trust and cheating by the Borrower(s) and SMFG India Credit shall be entitled in such circumstances, without any prejudice to the other rights of SMFG India Credit under law and/or the Loan Terms, to initiate appropriate proceedings against the Borrower(s).

4.11 The Borrower(s) shall take consent from SMFG India Credit if the Product(s) is/are proposed to be removed/taken outside the territorial borders of the State in which the Product(s) is registered or removed or taken out of the address/location as specified in the Application Form at/in which such Product(s) was to be kept as specified on a permanent basis or for a continuous period of more than sixty (60) days.

4.12 The Borrower(s) shall permit SMFG India Credit (and any of its representatives), at all times, to enter upon the premises, godowns or garages where the Product(s) is kept or lying and if necessary, to inspect, view and examine the state and condition of the Product(s) and/or the documents relating thereto. The Borrower(s) shall also, if required by SMFG India Credit, produce the Product(s) and/or the documents relating thereto for inspection to SMFG India Credit (and/or its representatives) at such place designated by SMFG India Credit (and/or its representatives) at the Borrower(s)' sole cost and expense. Wherever required or necessary in the opinion of SMFG India Credit, the Borrower(s) shall obtain all required permissions and consents as are required by SMFG India Credit (or any of its representatives) for entering into the place where Product(s) is/are kept or for inspecting the Product(s).

4.13 The Borrower(s) shall sign and execute various forms specified under the Motor Vehicle Rules ("Forms") for the sale and transfer of the Product(s) for speedy realization of Dues to SMFG India Credit under the said Loan. Upon occurrence of an Event of Default, SMFG India Credit and/or any of its officers or agents shall be entitled to fill in all the particulars/details in the said Forms, with the name of transferee/third party of SMFG India Credit's choice and use such Forms and apply before the concerned Regional Transport Authority for transfer and/or sale of the Product(s) in the name of the third party as if Borrower(s) had personally performed or executed the same. The Borrower(s), shall in such case ratify and confirm all and whatsoever SMFG India Credit shall do, cause to be done in or about the Products by virtue of these General Terms and Conditions and Loan Terms. The aforesaid authority granted to SMFG India Credit shall be irrevocable in nature till such time as any amounts remains due under the Loan.

4.14 The Borrower(s) shall not use either by himself or by his personnel, representatives or agents or allow a third party to use the Product/Asset for any unlawful and illegal activity including but not limited to smuggling of goods, articles, persons in contravention of any of the provisions of the Acts of Central and State Legislatures relating to Forest, Excise, Sales Tax, Customs, Prohibition, Opium, Gold Control etc.

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4.15 The Borrower(s) shall comply with all laws, rules and regulations (statutory or otherwise) relating to the Product(s) and its use and shall obtain, and keep effective at all times, all necessary insurance, licenses, registrations, permissions, approvals and consents for the storage, use and operation of the Product(s).

5. INSURANCE

5.1 The Borrower(s) shall, for so long as any portion of the Borrower(s)' Dues is/ are outstanding/payable to SMFG India Credit, fully insure, and keep the Product(s)/ Asset(s) so insured, at his/her/its/their own costs in the single/ joint name of the Borrower(s), in whose name the Vehicle is registered as per the applicable Laws for the time being in force, and assign the benefits of such policy(ies) in with the name of SMFG India Credit appropriately endorsed and recorded as 'Pledgee' / 'Mortgagee'/ 'Hypothecatee' / 'Beneficiary'(as the case may be) in such insurance policy/ies. Such insurance required to be taken by the Borrower(s) for the Product(s) / Asset(s) shall be standard comprehensive package policies covering (a) all comprehensive risks, including but not limited to riots, civil commotion, floods and such additional risks/liability to which the Product(s) / Asset(s) is/are normally exposed, and (b) unlimited third-party liability risks. The Borrower(s) shall forthwith upon taking/renewing any such insurance policies furnish true copies of such insurance policy/ies to SMFG India Credit, within three (3) Business Days of such policy issuance/renewal, to confirm having complied with this obligation.

5.2 In the event of any failure by the Borrower(s) to obtain such insurance policies and/or to furnish proof of the same to SMFG India Credit, SMFG India Credit may (but shall not be bound to) insure the Product(s) at the Borrower(s)' cost. If SMFG India Credit pays the insurance premium, or any other monies, for/towards the insurance of the Product(s), the Borrower(s) shall, upon demand, reimburse all such sums paid by SMFG India Credit.

5.3 In the event of any loss or damage to the Product(s) due to any accident, the first claim on any insurance proceeds shall be that of SMFG India Credit, which proceeds shall be applied by SMFG India Credit towards the Borrower(s) Dues in terms hereof or such other manner as deemed fit by SMFG India Credit. Further and in the event of any total loss/damage to the Product(s), if the claim amount settled by the insurance company is less than the total Borrower(s)' Dues outstanding and payable by the Borrower(s), the Borrower(s) shall immediately pay all the balance outstanding amounts of the Borrower(s)' Dues to SMFG India Credit. SMFG India Credit is irrevocably authorised and entitled at its sole discretion to act on the Borrower(s)' behalf, at the Borrower(s) sole risk and cost, and to take all necessary steps, actions and proceedings as SMFG India Credit deems fit to safeguard its interests, i.e.: (i) to adjust, settle, compromise or refer to arbitration any dispute arising under or in connection with any insurance and such adjustment settlement, compromise and any award made on such arbitration shall be valid and binding on the Borrower(s). and (ii) to receive all monies payable under any such insurance or under any claim made thereunder and to give a valid receipt therefor, and apply such proceeds in accordance with the terms hereof or such other manner as deemed fit by SMFG India Credit.

5.4 The Borrower(s) shall not be entitled to raise any claim against SMFG India Credit in case SMFG India Credit chooses not to take any action in relation to the insurance claims or proceedings and/or on the grounds that a larger sum or amount of clams/settlement might or ought to have been received or be entitled to dispute the

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liability of the Borrower(s) for the balance amount of Borrower(s)' Dues remaining due after such adjustment.

6. REPRESENTATIONS AND WARRANTIES

The Borrower declares, represents and warrants to the SMFG India Credit on a continuing basis as under:

6.1 That all information, data and details furnished and to be furnished by it/them to SMFG India Credit in connection with the sanction of the Loan, is and will be true, correct and complete in all material respects as on date on which such information is dated or certified and no misrepresentation either directly or otherwise has been made and the Borrower agrees that SMFG India Credit shall be entitled to take such actions as if deems fit in the event of there being any inaccuracy or misrepresentation on part of the Borrower(s);

6.2 Where the Borrower is non-individual, the Borrower represents that it is duly incorporated under the laws of its incorporation and has the requisite corporate power and authority to execute this Loan;

6.3 The Borrower is competent to contract under law;

6.4 The Borrower shall utilize the entire Loan solely for the purpose stated in the Application Form/MID and shall not use the Loan for any illegal or speculative purposes. Further, it shall not assign its rights or obligations hereunder to anyone except with the prior written permission of SMFG India Credit;

6.5 That the Borrower has paid all taxes, duties and other statutory dues including but not limited to income tax until the date hereof and that as on date there are no arrears of such taxes. The Borrower(s) confirm that GST registration information and registration number provided is true and correct. Borrower(s) further understands that if his/her/their GST registration number is not provided or is incorrect, then GST Authority may not grant them/us GST Input Credit for GST on charges;

6.6 That the entry into, delivery and performance by the Borrower(s) of the transactions contemplated by the Loan Terms and the other Loan documents do not and shall not conflict with: (a) any law; (b) the constitutional documents, if any, of the Borrower(s); or (c) any document which is binding upon the Borrower(s) or on any of its/his/her/their assets;

6.7 That the Borrower(s)' Dues shall not be affected, impaired or discharged by winding up/ insolvency/ death / dissolution / merger or amalgamation / reconstruction or otherwise of the Borrower(s) or takeover of the management or nationalisation of the undertaking of the Borrower(s), as the case may be;

6 8 That except as disclosed to SMFG India Credit in writing or unless otherwise permitted by SMFG India Credit, there are no encumbrances subsisting or in existence on the Product(s);

6.9 That is not a wilful defaulter and where the Borrower is a company/limited liability partnership/society/partnership firm/body corporate, the Borrower shall ensure that none of the director/promoter/partner/ member/trustees/the persons in charge and responsible for the management of the affairs, as the case may be, of the Borrower(s) have been declared to be a defaulter/ wilful defaulter;

6.10 That no Event of Default or Potential Event of Default has occurred and/or is in existence or continuing;

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6.11 That the Borrower is not in default of any of the provisions of any agreement in relation to any Indebtedness of the Borrower.

6.12 That no action or administrative proceeding before any court, tribunal or agency has been initiated or, to the best of its knowledge and belief, threatened, which might, if determined adversely, cause or lead to any Material Adverse Effect.

6.13 That Loan Documents and all other documents required to be executed under and/or in relation to the Loan constitute/will constitute valid and binding obligations of the Borrower enforceable in accordance with their own terms, and the person(s) executing such document(s) on behalf of the Borrower have been duly authorised to do so.

6.14 That the execution and delivery of Loan Documents, and the performance of the Borrower's obligations in respect of the Loan facility granted by SMFG India Credit does not and will not (i) contravene any applicable Law, statute or regulation or any judgment or decree to which the Borrower and/or its assets, businesses and/or undertakings is subject, (ii) conflict with or result in any breach of, any of the terms of or constitute default of any covenants, conditions and stipulations under any existing agreement or contract or binding to which the Borrower is a party or subject, or (iii) where the Borrower is a company, conflict or contravene any provision of the Memorandum and the Articles of Association of the Borrower.

6.15 That there is no action, suit, proceeding or investigation pending and/or continuing or to the knowledge of the Borrower threatened by or against the Borrower or the property of the Borrower before any court of law, government authority or other competent authority which may have a Material Adverse Effect on the Borrower, or which may call into question the validity, enforceability or performance by the Borrower of Loan Documents or any of its terms and conditions.

7. ADDITIONAL COVENANTS

7.1 The Borrower(s) shall:

(i) Promptly notify SMFG India Credit of the occurrence of any event or the existence of any circumstances, which constitutes or results in any declarations, representation, warranty, covenant or condition under the Loan Terms and/or the other Loan documents being or becoming untrue or incorrect in any respect.

(ii) Promptly deliver to SMFG India Credit: (a) copies of all documents issued by the Borrower(s) to all its creditors (or any general class of them) at the same time as they are issued; (b) such statements / information / accounts records / reports / documents, financial or otherwise, as may be required by SMFG India Credit from time to time in relation to the Loan, the Borrower(s) business and operations, assets etc. within the period specified by SMFG India Credit.

(iii) Promptly notify SMFG India Credit of any material loss or damage to any of the Products(s), which the Borrower(s) may suffer due to any event, circumstance or Act of God.

(iv) Promptly notify SMFG India Credit of any action or steps taken or legal proceedings started by or against him/her/it in any court of law for its/his/her/their winding-up, dissolution, insolvency, bankruptcy, administration or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of/over the Borrower(s) or of/over any or his/her/their/its assets.

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(v) Promptly notify SMFG India Credit of any litigation, arbitration, administrative or other proceedings initiated or threatened against the Borrower(s) or his/her/their/its property or any of the Asset(s)/Product(s).

(vi) Promptly notify SMFG India Credit of any circumstances and conditions which have/may have a Material Adverse Effect.

(vii) Comply with all applicable Laws including but not limited to laws relating to protection of the environment.

(viii) Not undertake or permit any merger, de-merger, consolidation, reorganisation, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction including creation of any subsidiary or permit any company to become its subsidiary without prior consent of SMFG India Credit.

(ix) Continue to maintain its/their existence or constitution, corporate or otherwise, and right to carry on its/their business and operations and ensure that it/they has/have the right and is/are duly qualified to conduct its/their business and operations as it is conducted in all applicable jurisdictions and obtain and maintain all franchises and rights necessary and all authorisations, statutory or otherwise required for the conduct of its/their business and operations in such jurisdictions (including environmental / pollution control clearances).

(x) Allow SMFG India Credit, its officers, employees, agents or any person authorized by SMFG India Credit or external auditors appointed by SMFG India Credit to have access to the premises of the Borrower at all reasonable times for the purpose of inspection/audit Borrower's financial statements, accounts, books/ records, assets and properties and the Borrower(s) undertake to fully cooperate with and provide all information, documents or records to SMFG India Credit or such external auditors for the purpose of completion of the inspection/audit.

(xi) Not induct a person to its board/managing committee/similar bodies who is a director/partner/member/trustees/ in charge and responsible for the management of the affairs of an entity identified as defaulter/wilful defaulter. In the event such a person is found to be a director/partner/member/trustees/person in charge and responsible for the management of the affairs of an entity identified as defaulter/wilful defaulter, the Borrower(s) shall take expeditious and effective steps for removal of such person within thirty (30) days of such fact coming to the notice of the Borrower for removal of the person from the board/managing committee/similar bodies. The Borrower hereby understand and explicitly agrees that under no circumstances shall SMFG India Credit renew/ enhance/ provide fresh facility(ies) or restructure existing facility(ies) provided to the Borrower, so long as the Borrower's name and/or any promoter/director/partner/member/trustee/ person in charge and responsible for the management of the affairs of the Borrower entity remains in the list of wilful defaulters.

(xii) Provide SMFG India Credit with such other information, data, details including financial information as SMFG India Credit may require from time to time.

7.2 The Borrowers agree that the credit facilities shall be used specifically for the purpose mentioned in the Sanction Letter issued by SMFG India Credit or agreed in any other

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Loan Documents and the same have not been diverted/siphoned off. In this context the Borrowers agree to provide the necessary end-use certificates, further documents and proof as requested by SMFG India Credit from time to time so as to enable SMFG India Credit to independently confirm the end use. Also, the Borrowers specifically permit SMFG India Credit to visit their premises and conduct audit or surprise visit and access their records to verify the end use. The Borrowers further agree that SMFG India Credit at its sole discretion shall be entitled to engage at the costs and expense of the Borrowers, a third-party auditor/professional to obtain a certification as to whether the Borrowers have engaged in diversion or siphoning of funds sanctioned by SMFG India Credit and to rely on the certificates issued by such auditor/professional. Where SMFG India Credit reasonably determines that the Borrower(s) have provided incorrect certifications/declarations or have misrepresented the facts or have diverted/siphoned off the funds, SMFG India Credit shall, without prejudice to any remedy available under law or contract, be entitled to initiate appropriate proceedings, civil and/or criminal, against the Borrower(s).

8. EVENTS OF DEFAULTS

8.1 On occurrence of the events specified hereunder, all or parts of the Loan along with any Interest, Late Payment Charges, other charges and all other amounts accrued or outstanding under this Loan Terms shall become immediately due and payable; and/or declare that all or part of the Loan and all other amount accrued and outstanding be payable on demand, whereupon they shall immediately become due and payable irrespective of any agreed date of payment, and SMFG India Credit shall be entitled to enforce any right or remedy available to it under contract or applicable Law or enforce SMFG India Credit's security over the Asset, upon the happening of any of the following events or events similar thereto, shall each constitute an event of default ("**Events of Default**"):

i. Default (including, but not limited to, any payment default) has occurred in the performance of any covenant, condition, obligation or arrangement on the part of the Borrower(s) under the Loan Terms or on the part of any other person.

ii. Breach of any representation, warranty, declaration or confirmation under the Loan Terms or any other Loan Document has occurred / been committed and/or the Borrower's has/have committed any fraud/ failed to submit any material information as required under the Application Form/ MID.

iii. The Borrower's has failed to get the Product(s) registered with the appropriate registering authority within seven (7) Business Days from the date of the Sanction Letter or delivery of the Product(s) (whichever is earlier) in the manner mentioned in clause 4.4 and/or failure to submit a certified copy of the registration certificate to SMFG India Credit within three (3) Business Days of receipt of the same from concerned RTO.

iv. The Borrower(s) has, or there is a reasonable apprehension that the Borrower(s) has or would, voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law, or is voluntarily or involuntarily dissolved, becomes bankrupt or insolvent or if the Borrower(s) has taken or suffered to be taken any action for his/her/their/its reorganisation, liquidation or dissolution or insolvency or bankruptcy or if a receiver or liquidator has been appointed or allowed to be appointed of/over all or any part of the Product(s) and/or any other properties of the Borrower(s) or if an attachment has been

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levied on the Product(s) or the Borrower(s)' other assets or any part thereof or certificate proceedings have been taken or commenced for recovery of any dues from the Borrower(s) or if one or more judgments or decrees have been rendered or entered against the Borrower(s).

v. Any covenant or representation or warranty of the Borrower is found or proven to be incorrect or false or any information provided by the Borrower in any of the Loan Documents is misleading or incorrect in a material respect or any material information is suppressed or withheld by the Borrower.

vi. Death of the Borrower(s) or any one of them or if the Borrower(s) ceases or threatens to cease to carry on any of its businesses or gives notice of its intention to do so or if all or any part of the assets of the Borrower(s) required or essential for its business or operations are damaged or destroyed or there occurs any change from the date of submission of the Application Form in the general nature or scope of the business, operations, management or ownership of the Borrower(s), which could have a Material Adverse Effect.

vii. The Product(s) is/are (or is/are sought to be) confiscated, attached, taken into custody by any official, authority or any other person, or made the subject of any execution proceedings.

viii. The Product(s) is/are endangered/stolen or suffered total loss/damage due to any accident.

ix. If the Product(s) is in jeopardy or ceases to have effect or becomes illegal, invalid, unenforceable or otherwise fails or ceases to be in effect.

x. Any government, Governmental Authority, agency, official or entity takes or threatens any action: (a) for dissolution of the Borrower(s), or any action which deprives or threatens to deprive the Borrower(s) : (1) from conducting any of its businesses or carrying out its operations in the manner it is being conducted or carried out, or (2) of the use of any of its assets; (b) to revoke or terminate or to refuse to provide or renew any authorisation or to impose onerous conditions on or on the grant or renewal of any authorisation; (c) with a view to regulate, administer, or limit, or assert any form of administrative control over the rates applied, prices charged or rates of return achievable, by the Borrower(s) in connection with its business, which in each case could have a Material Adverse Effect.

xi. It is or becomes unlawful for the Borrower(s) or any person (including SMFG India Credit) to perform any of their respective obligations under the Loan Terms and/or any other Loan Document.

xii. The Borrower(s) is unable or has admitted in writing its inability to pay any of its Indebtedness as they mature or when due.

xiii. The Borrower(s) commit(s) any default under any other document with SMFG India Credit or any of its group companies.

xiv. An event of default howsoever described (or any event which with the giving of notice, lapse of time, determination of materiality or fulfilment of any other applicable condition or any combination of the foregoing would constitute an event of default) occurs under any arrangement or document relating to any Indebtedness of the Borrower(s) or if any other lenders of the Borrower(s)

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including financial institutions or banks with whom the Borrower(s) has entered into arrangements for financial assistance have recalled its/their assistance or any part thereof.

xv. The Borrower(s) fails to produce the Product(s) for inspection or verification or valuation by SMFG India Credit.

xvi. One or more events, conditions or circumstances (including any change in law) occur or exist, which in the sole opinion of SMFG India Credit, could have a Material Adverse Effect.

xvii. There occurs any event or situation, such as and including but not limited to any Material Adverse Effect as determined solely by SMFG India Credit in the business, financial, operations or other conditions or prospects of the Borrower(s), which in the sole opinion of SMFG India Credit is prejudicial to the interests of SMFG India Credit or in the sole opinion of SMFG India Credit is likely to classified as Material Adverse Effect and/or shall materially affect the financial condition of the Borrower(s) and/or its ability to perform all or any of its obligations under this Loan Terms and/or otherwise in respect of the Loan and to comply with any of the terms of this Loan Terms and/or for the Loan

xviii. Where Borrower is non-individual, there is any material change in the ownership or management of the Borrower which in the opinion of SMFG India Credit would prejudicially affect the interest of SMFG India Credit;

xix. If, in the opinion of SMFG India Credit, any extraordinary circumstances have occurred which make it improbable for the Borrower to fulfil its obligations under the Loan Documents

8.2 The Borrower(s) shall promptly notify SMFG India Credit in writing upon becoming aware of any default and any event which constitutes (or, with the giving of notice, lapse of time, determination of materiality or satisfaction of other conditions, would be likely to constitute) an Event of Default and the steps, if any, being taken to remedy it. The decision of SMFG India Credit as to whether or not an Event of Default has occurred shall be final and binding upon the Borrower(s).

9. CONSEQUENCES OF EVENTS OF DEFAULT

9.1 On the happening of any of the Events of Default, SMFG India Credit shall have the right, but not the obligation to recall the entire Loan and demand payments outstanding on the date of such demand made in respect of the Loan together with further interest from the date of the Event of Default till the date of payment in full or realization of the total amounts due and payable and upon the Borrower failing to make the said payment within such stipulated timeline as provided by SMFG India Credit from the date of such demand, the SMFG India Credit may, at its sole discretion by a notice in writing to the Borrower(s) and without prejudice to the rights and remedies available to SMFG India Credit under the Loan Terms or any other Loan Document or otherwise declare the security created in terms of/pursuant to the Loan Terms and / or the other Loan documents to be enforceable, and SMFG India Credit, its representatives and/or such other person in favour of whom such security or any part thereof is created shall have, inter alia, the following rights (notwithstanding anything to the contrary in the Loan Terms and/or the other Loan documents and irrespective of whether the entire Loan or Borrower(s)' Dues has/ have been recalled) namely:

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i. in the event the Loan is being disbursed by SMFG India Credit in various disbursements, suspend further drawings of the outstanding commitment of SMFG India Credit;

ii. to enter upon and take possession of the Product(s) in accordance with the provisions of the Loan Terms; and/or

iii. to transfer or deal with the Product(s) by way of sale or otherwise after giving prior notice of seven (7) Business Days to the Borrower(s) in informing its intention to dispose of the Product(s) and giving a final opportunity to repay the Loan amount.

9.2 In the event of the Borrower(s) failing to comply to the above notice, SMFG India Credit may proceed to take all necessary steps under due process of law as fully and effectively as the Borrower could take to dispose of the Product(s), by way of sale by public auction or private contract or otherwise dispose of the said Product(s) including any material thereon at the risk and costs of the Borrower(s) in all respects. SMFG India Credit shall have the power to rescind or vary any contract for sale without being bound or answerable for any loss or diminution in value and without being bound to exercise any of the powers hereby conferred or being liable for any loss occasioned by the exercise of any such power and to give effectual receipts and discharge for the purchase money and to do all such other acts and things for completing the sale as SMFG India Credit or the receiver, shall think proper. The Borrower(s) shall not raise any objection to the regularity of any sale or other disposition made by SMFG India Credit nor shall SMFG India Credit be responsible for any loss that may arise from any act or default on the part of any broker or auctioneer or other person or body employed by SMFG India Credit or the receiver for the purpose of the sale or disposition of the Product(s).

9.3 SMFG India Credit shall be entitled, at the sole risk and cost of the Borrower(s), to engage one or more person(s) to collect the Borrower(s)' Dues and/or to enforce any security provided by the Borrower(s), and SMFG India Credit may (for such purposes) furnish to such person(s) such information, facts and figures pertaining to the Borrower(s), the security and/or the Product(s) as SMFG India Credit deems fit. SMFG India Credit may also delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith, or incidental thereto, as SMFG India Credit deems fit.

9.4 The Borrower(s) agree and acknowledge that in case of any default by the Borrower(s) in repayment of the Loan or a part thereof on the due date and such default continues for a period of fifteen (15) days, SMFG India Credit shall have the right to recall the entire Loan including all interest, costs, charges, expenses and any other amount outstanding in relation to the Loan and also to possess the products by giving the Borrower(s) a written notice of seven (7) days. If the Borrower fail to repay the outstanding dues to SMFG India Credit, SMFG India Credit shall be entitled to take possession of the Products from the Borrower(s) from wheresoever it may be lying. It shall be lawful for SMFG India Credit or SMFG India Credit's authorized representatives, servants, officers and agents to enter upon the premises, or garage or godown where the Products shall be lying or kept and to take possession or recover or receive the same. Any damage to the land or building caused by the removal of the Asset(s) shall be the sole responsibility of the Borrower(s). The Borrower(s) hereby authorize SMFG India Credit or their respective agents to enter the premises or precincts where the Products is located or believed to be located and the Borrower(s)

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agree not to make any claim against SMFG India Credit or their respective agents for trespass or take action under any law against SMFG India Credit or their respective agents in connection with the aforesaid actions. The Borrower(s) further agree that the requirement for SMFG India Credit to issue such notice of recall of the Loan and possession of the Products shall stand waived under circumstances where SMFG India Credit believes that there is a strong possibility of alienation or misappropriation of the Products.

9.5 The Borrower(s) agree that pursuant to SMFG India Credit taking possession of the Products, as aforesaid, SMFG India Credit shall give the Borrower(s) prior notice of seven (7) days informing of its intention to dispose of the Products and giving the Borrower(s) a final opportunity to repay the entire Loan amount due as per the terms of the Loan and take back the possession of the Products. The Borrower(s) further agree that in the event of failing to comply to the final notice, SMFG India Credit may proceed to take all necessary steps under due process of law as fully and effectively as the Borrower(s) could take to dispose of the said Products, by way of sale by public auction or private contract or otherwise dispose of the said Products including any material thereon at our risk and cost in all respects. A final opportunity shall be provided to the Borrower(s) to pay Borrower's Dues to the satisfaction of SMFG India Credit and take possession of the Asset, failing which SMFG India Credit shall take appropriate steps to dispose of the Asset in such manner as specified in the Loan Terms. SMFG India Credit shall have the power to rescind or vary any contract for sale without being bound or answerable for any loss or diminution in value and without being bound to exercise any of the powers hereby conferred or being liable for any loss occasioned by the exercise of any such power and to give effectual receipts and discharge for the purchase money and to do all such other acts and things for completing the sale as SMFG India Credit or the receiver, shall think proper. The Borrower(s) shall not raise any objection to the regularity of any sale or other disposition made by SMFG India Credit nor shall SMFG India Credit be responsible for any loss that may arise from any act or default on the part of any broker or auctioneer or other person or body employed by SMFG India Credit or the receiver for the purpose of the sale or disposition of the Products.

9.6 The Borrower(s) further agree that in the event of there being a surplus available in the hands of SMFG India Credit after payment in full of the balance due to SMFG India Credit, it shall be lawful for SMFG India Credit to retain and apply the said surplus together with any money or monies belonging the Borrower(s) for the time being in the hands of SMFG India Credit in or under whatever account as far as the same shall extend against in or towards liquidation of any and all monies that shall be or may become due from the Borrower(s) to SMFG India Credit, whether solely or jointly.

9.7 SMFG India Credit shall not in any way be liable/responsible, notwithstanding anything to the contrary under any applicable Laws, for any loss, deterioration of or damage to, the Asset(s) on any account whatsoever whilst the same are in the possession of SMFG India Credit or by reason of exercise or non-exercise of any rights and remedies available to SMFG India Credit as aforesaid.

9.8 If any one (or more) Events of Default shall have occurred, then SMFG India Credit shall, in addition to the various rights and remedies of SMFG India Credit referred to in the paragraphs above and/or under T&Cs and/or Loan Documents, be irrevocably entitled and authorised to contact and require the Borrower(s) employers to make deduction(s) from the salary/wages payable by the employer to the Borrower(s) and to

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remit the same to SMFG India Credit until all of the Borrowers' Dues outstanding from the Borrowers to SMFG India Credit stare completely discharged. The deductions shall be of such amounts, and to such extent, as SMFG India Credit may communicate to (and instruct) the Borrower(s)' employers. The Borrower(s) shall not have, or raise/create, any objections to such deductions. No law or contract governing the Borrower(s) and/or the Borrower(s)' employer prevents or restricts in any manner the aforesaid right of SMFG India Credit to require such deduction and payment by the Borrower(s)' employer to SMFG India Credit. Provided however that in the event the said amounts so deducted are insufficient to repay the outstanding Borrower(s)' Dues to SMFG India Credit in full the unpaid amounts remaining due to SMFG India Credit shall be paid by the Borrowers in such manner as SMFG India Credit may in its sole discretion decide and the payment shall be made by the Borrower(s) accordingly.

9.9 In addition to SMFG India Credit's various rights as specified in the preceding provisions above, SMFG India Credit shall also be entitled to appoint: (i) any person engaged in technical, management or any other consultancy business to inspect and examine the working of the Borrower(s) and /or the assets including its premises, factories, plants and units and to report to SMFG India Credit: (ii) any Chartered Accountants/ Cost Accountants as auditors for carrying out any specific assignments or to examine the financial or cost accounting system and procedures adopted by the Borrower(s) for its working or as concurrent or internal auditors, or for conducting a special audit of the Borrower(s).

9.10 In the event the amounts realised from the Product(s), or otherwise in accordance with the Loan Terms and the other Loan documents, are insufficient to repay the total outstanding Borrower(s)' dues to SMFG India Credit in full, the unpaid amounts remaining due to SMFG India Credit shall be immediately payable by the Borrower(s) in such manner as SMFG India Credit may in its sole discretion decide and such payment shall be made by the Borrower(s) accordingly.

9.11 Notwithstanding any suspension or termination of the Loan, all rights and remedies of SMFG India Credit as per the Loan Terms and other Loan documents shall continue to survive until the receipt by SMFG India Credit of the Borrower(s)' Dues in full.

9.12 Notwithstanding the abovementioned rights of SMFG India Credit, SMFG India Credit shall be entitled to exercise any right, power or remedy permitted to it by law, including by suit, in equity, or by action at law, or both, or otherwise, whether for specific performance of any covenant, condition or term contained in these General Terms and Conditions or for an injunction against a violation of any of the terms and conditions of these General Terms and Conditions and/or Loan Documents. The rights and remedies provided to SMFG India Credit in these General Terms and Conditions and/or Loan Documents are cumulative and not exclusive of any rights or remedies provided by law.

10. SET OFF AND LIEN

Without prejudice to any rights of SMFG India Credit, SMFG India Credit shall have a paramount lien and right of set-off against all monies of the Borrower(s) whether or not due or standing to the credit of the Borrower(s) in any account(s) of the Borrower(s) with SMFG India Credit (including any Fixed Deposit) and the Borrower(s) authorizes SMFG India Credit to debit the account(s) of the Borrower(s) with SMFG India Credit or to apply any credit balance to which the Borrower(s) is entitled on any account of the Borrower(s) with SMFG India Credit in satisfaction of any sum, whether for principal

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or interest or otherwise due and payable by the Borrower(s) to SMFG India Credit under the Loan Terms, Loan documents and any other document in relation to the Loan and to recover at any time from the Borrower(s) by suit or otherwise the balance remaining payable to SMFG India Credit under the said Loan account(s) or otherwise notwithstanding that all or any of the securities may be outstanding and or may not have been realised.

11. CROSS COLLATERAL

The Borrower(s) acknowledges that in the event of repayment by the Borrower(s) of the Loan, if there being any outstanding by the Borrower(s) under any other financial facility availed by the Borrower(s) from SMFG India Credit, then in such event SMFG India Credit shall not be obliged to release the security created over the Asset(s) by the Borrower(s) where such other financial facility is also secured by the said Asset.

12. REVIVAL OF LOAN TERMS

In the event of SMFG India Credit possessing the Asset(s), the Borrower(s) may request SMFG India Credit to revive the Loan and apply for redelivery of the Asset(s) in as is where is condition and such request may be entertained by SMFG India Credit at its discretion and upon such terms and conditions as it may think fit and proper in the circumstances and only after collecting the instalments in full including Late Payment Charges, legal and other costs, possession expenses and the like. Any decision taken by SMFG India Credit not to revive the Loan shall be final and binding on the Borrower(s) and shall not be challenged by the Borrower(s).

13. TERMINATION

13.1 Notwithstanding anything to the contrary contained in Loan Terms, SMFG India Credit may at its sole and absolute discretion at any time, terminate, cancel, recall or withdraw the Loan or any part thereof without any liability and without any obligations to give any reason whatsoever, whereupon all principal monies, interest thereon, and all other costs, charges, expenses and other monies outstanding shall become due and payable to SMFG India Credit forthwith upon demand from SMFG India Credit.

13.2 At the option of SMFG India Credit and notwithstanding anything contained herein or in any documents executed by / to be executed by the Borrower(s) in SMFG India Credit's favour, SMFG India Credit may cancel the undisbursed portion of the Loan (i) if the Borrower(s) fail to avail disbursements in accordance with MID/KFS and/or (ii) for any reason whatsoever at its own discretion, whereupon the undisbursed portion of the Loan shall immediately be cancelled; and SMFG India Credit may declare that all or parts of the Loan along with any Interest, Late Payment Charges, other charges and all other amounts accrued or outstanding under the Loan Terms be due and payable within the timeline specified as per applicable Law from time to time.

13.3 Notwithstanding anything to the contrary, SMFG India Credit shall have the right to unconditionally cancel its un-disbursed commitments at any time during the currency of the Loan without a prior notice to the Borrower(s).

14. MISCELLANEOUS

14.1 The Borrower(s)' Dues or the Security, created in favour of SMFG India Credit, shall not be revoked or cancelled or affected by the death, dissolution, insolvency or winding up of the Borrower(s) or any third party, and SMFG India Credit shall, so long as the whole (or any part) of the Borrower(s)' Dues remains outstanding/payable to SMFG

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India Credit, be entitled to take possession of, and sell, lease, hire, transfer and/or to otherwise act/deal with respect to the Asset(s) and to act upon and enforce all of its rights pursuant to, and in accordance with, the Loan Terms and the Loan documents executed by the Borrower(s) and/or any other persons to/in favour of SMFG India Credit.

14.2 The entries made in the accounts / account books / records of SMFG India Credit maintained in accordance with its usual practice and in compliance with the statutory requirements and/or any statement signed by a designated officer of SMFG India Credit with respect to the Borrower's' Dues, shall be final and binding on the Borrower(s). Such entries and/or statements shall be conclusive evidence of the existence and amount of outstanding obligations of the Borrower(s) as therein recorded in respect of the Loan and the Borrower(s)' Dues. Any unbanked / unused cheques of the Borrower(s) as issued in favour of SMFG India Credit with regard to the Loan and in custody of SMFG India Credit will be cancelled and/or destroyed immediately after closure of the Loan either by way of maturity or prepayment of loan and/or otherwise, without any further notice.

14.3 In case SMFG India Credit takes possession of the Product(s) or recalls the Loan upon/after the occurrence of an Event of Default, and the Borrower(s) requests SMFG India Credit to accept part payment(s) of the Borrower(s)' Dues and to permit the Borrower(s) to continue repaying the instalments in future and to take redelivery of the Product(s) from SMFG India Credit's (or its representatives), SMFG India Credit may entertain/accept such requests upon such further terms and conditions as SMFG India Credit may think fit and proper in its sole discretion. Any decision taken by SMFG India Credit not to allow such request(s) of the Borrower(s) shall be final and binding on the Borrower(s).

14.4 All notices or other communications under or in connection with the Borrower(s)' Dues and/or the Loan Terms shall be given in writing and, unless otherwise stated may be made by (a) letter delivered personally or by post or courier or such other means permitted under applicable Laws/regulations, to the address of the Borrower(s) as per SMFG India Credit's records; or (b) by facsimile transmission. Any such notice or other communication will be deemed to be effective: (i) if sent by letter, when delivered personally or if dispatched by post or courier, when received or three (3) business days after the same is dispatched; and (ii) if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number). Certain communication may also be sent by way SMS/E-mail on the registered mobile number/Email ID of the Borrower. Provided, however, that no notice or communication to SMFG India Credit shall be effective unless actually received and acknowledged by SMFG India Credit. Notices or communication may be made to: (i) the Borrower(s)' address or facsimile number to which notices are to be sent (as specified in the Application Form), and (ii) SMFG India Credit's zonal / regional /branch office address or facsimile number (as specified in the Application Form), or to such other address or facsimile number as may be designated by the Borrower(s) and SMFG India Credit in writing to each other. In the event of any failure by the Borrower(s) to notify SMFG India Credit in writing of any changes in his/her/their contact address or details, service of a notice/ correspondence to the address specified in the Application Form/MID or last given by the Borrower(s) shall be deemed to be proper and sufficient service on the Borrower(s) irrespective of whether or not such notice shall be returned "unserved" to SMFG India Credit.

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14.5 The Borrower(s) shall not assign or transfer all or any of its rights, benefits or obligations under the Loan Terms without the approval of SMFG India Credit. SMFG India Credit may, at any time, assign or transfer all or any of its rights, benefits and obligations under the Loan Terms and the other Loan documents. Notwithstanding any such assignment or transfer, the Borrower(s) shall, unless otherwise notified by SMFG India Credit, continue to make all payments under the Loan Terms to SMFG India Credit and all such payments when made to SMFG India Credit shall constitute a full discharge to the Borrower(s) from all its liabilities in respect of such payments. SMFG India Credit may, at any time, without any consent of or reference to the Borrower(s) be entitled to sell, assign, securitize, novate or transfer all or any of its rights, benefits and obligations under this Loan Terms to any person in whole or in parts and in such manner and such terms and conditions as SMFG India Credit may decide any such sale, assignment or transfer shall conclusively bind the Borrower(s). Upon an assignment in favour of any assignee, such assignee shall be entitled to take any action, including initiation of legal proceedings, against the Borrower in its own name without making SMFG India Credit a party thereto. Upon part assignment or transfer or other disposition of the Loan and corresponding rights and obligations (if any) to such assignee, SMFG India Credit or the assignee will be entitled to take any action for that portion of the Borrower(s)' Dues owing to it, including initiation of legal proceedings, against the Borrower in its own name without making SMFG India Credit a party thereto.

14.6 Any provision of the Loan Terms or any other Loan Document, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of the prohibition or unenforceability but that shall not invalidate the remaining provisions of the Loan Terms or such other Loan Document or affect such provision in any other jurisdiction.

14.7 No delay in exercising or omission to exercise any right, power or remedy accruing to SMFG India Credit upon any default or otherwise under the Loan Terms or the other Loan Documents shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of SMFG India Credit in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of SMFG India Credit in respect of any other default. The rights of SMFG India Credit under the Loan Terms and the other Loan Documents may be exercised as often as necessary are cumulative and not exclusive of their rights under the general law and may be waived only in writing and specifically and at SMFG India Credit's sole discretion.

14.8 The Borrower(s) expressly recognize(s) and accepts that SMFG India Credit shall, without prejudice to its rights to perform such activities either itself or through its officers or servants be absolutely entitled and have full power and authority to appoint one or more third parties of SMFG India Credit's choice and to transfer or delegate to such third parties the right and authority to take all acts/steps as are necessary for SMFG India Credit to take in order to monitor the Loan and the Borrower(s)' Dues and/or to recover/receive amounts due to SMFG India Credit or collect on behalf of SMFG India Credit all unpaid amounts under the Loan Terms and to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto including attending the office or residence of the Borrower(s), receiving the amounts due and generally performing all lawful acts as the third party may consider appropriate for such purpose and that SMFG India Credit shall be at all times, be entitled to share with any such third

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party/ other person that may thus be appointed by SMFG India Credit, all documents, statements of accounts and other information of whatsoever nature pertaining to the Borrower and/or the Loan.

14.9 Subject to applicable Laws, in case the Borrower(s) commits any default in payment or repayment of principal amount of the Loan or interest/charges due thereon, SMFG India Credit and/or RBI will have an unqualified right to disclose or publish the details of such default along with the name of the Borrower(s) and/or its directors/partners/co-applicants, as applicable, as defaulters in such manner and through such media as SMFG India Credit and/or RBI may, in their absolute discretion, think fit.

14.10 The Borrower(s)' liability for repayment of the Borrower(s)' Dues shall, in cases where more than one Borrower have jointly applied for the Loan, be joint and several irrespective of whether or not the Product(s) is/are jointly registered in the names of all the Borrower(s). Where the Borrower(s) is an individual doing business as a sole proprietary concern, the Borrower(s) shall be solely responsible for the liabilities of the aforesaid concern and will be personally liable for making repayment / payments of all amounts in respect of the Loan to SMFG India Credit. The Borrower(s) declare that all the particulars and details given /filled in the Application Form and documents submitted in relation to the Loan are true, correct, complete and up to date in all respect and no material detail has been concealed which would have an impact on the decision of grant of the Loan.

14.11 SMFG India Credit has the absolute discretion to amend or supplement any of the Loan Terms at any time and will endeavour to give prior reasonable notice to the Borrower or put up on the website as the case may be for such changes wherever feasible and such amended terms and conditions will thereupon apply to and be binding on the Borrower. Further, the Loan Terms shall also be subject to the changes based on guidelines / directives issued by the RBI to banks and financial institutions from time to time.

14.12 The Borrower unconditionally agrees, undertakes and acknowledges that SMFG India Credit has an unconditional right to cancel the outstanding un-drawn commitments under the Loan documents at any time during the currency of the Loan: (i) if the Borrower(s) fail to avail disbursements in accordance with the MID and/or (ii) for any reason whatsoever and that SMFG India Credit shall endeavour to provide prior intimation of the same to the Borrower. SMFG India Credit may declare that all or parts of the Loan along with any other charges interest, Late Payment Charges and all other amounts accrued or outstanding under this Loan Terms be due and payable within the timeline specified as per applicable Law from time to time.

14.13 In case of any inconsistencies between the English version and the vernacular version of these General Terms and Conditions, the English version shall prevail.

14.14 **Insurance or Third-Party Products**: The Borrower understand and has agreed that the insurance and / or any third-party products are not mandatory for the purpose of the Application and disbursement of Loan hereunder. It shall be our/my sole discretion to avail such insurance and/or any third-party products sourced along with the Loan Application and there shall be no responsibility or liability of SMFG India Credit in relation to such third-party products.

14.15 Documents/ photographs will not be returned, under any circumstances, once submitted to SMFG India Credit.

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For SMFG INDIA CREDIT COMPANY LIMITED

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14.16 To the extent permissible under applicable Laws & regulations, the Borrower(s) hereby acknowledge, agree and consent that SMFG India Credit shall be entitled to, without any reference, intimation or notice to the Borrower, participate in any default risk guarantee backed scheme with any third party in respect to Borrower's Loan account in such manner and on such terms as SMFG India Credit may deem fit and make such disclosures in relation to the Borrower(s) or the Loan including details of any default, as may be required for such purposes.

14.17 In the event of any conflict, inconsistency or ambiguity between any term or provision set forth in these General Terms and Conditions and the T&Cs, such term or provision of the T&Cs shall control and supersede such conflict, inconsistency or ambiguity.

Signed and Delivered by SMFG India Credit Company Limited
through its Authorised signatory

SMFG India Credit Company Limited

For SMFG INDIA CREDIT COMPANY LIMITED

N. [signature]

Authorised Signatory

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Kundrathur

THE SEAL OF THE SUB-REGISTRAR OF KUNDRATHUR