



GENERAL TERMS AND CONDITIONS OF MSME LOAN

I/ We have accepted these general terms and conditions (“T&C”) in respect of the loan provided to me/ us by DMI Finance Private Limited, having its registered office at Express Building, Third Floor, 9-10, Bahadur Shah Zafar Marg, New Delhi – 110002 (“DMI”) which shall mean and include its successors and assigns by entering the one-time password (“OTP”) sent by DMI for acceptance of these T&C and that these shall be binding on me. A translated copy of this T&C in the relevant vernacular language as available on DMI’s website and also can be made available to me/ us on demand.

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

The terms and expressions contained in this T&C and the Loan Application are defined as under:

- (i) “**Availability Period**” means the period within which the Borrower can request a drawdown of Sanctioned Loan, as provided in the Key Fact Statement.
- (ii) “**Borrower**” means the borrower/ applicant as described in the Key Fact Statement and includes any legal heirs, successors in interest and permitted assignees (as applicable). For ease of reference, co-borrowers shall be, collectively also referred to as ‘Borrower’ herein.
- (iii) “**Borrower’s Dues**” means all sums payable by the Borrower to DMI, towards Sanctioned Loan, including without limitation, any outstanding principal amount, Interest, and any other charges, costs and expenses payable in respect thereof in accordance with the Financing Documents.
- (iv) “**Credit Bureau Agency**” means any RBI approved credit information companies including without limitation, TransUnion CIBIL Limited, Equifax, CRIF High Mark and Experian.
- (v) “**Cooling off Period**” means the period, as specified in the relevant Key Fact Statement, and given to Borrower for exiting from disbursed Sanctioned Loan in case a Borrower decides not to continue with such Sanctioned Loan.
- (vi) “**Due Date**” means in respect of any payment in respect of any Borrower’s Dues means the date on which any amount is due from the Borrower to DMI in respect of any Sanctioned Loan in accordance with the Financing Documents.
- (vii) “**EPI**” means the equated or fixed amount of repayments, consisting of both the principal and Interest (if applicable) components, to be paid by the Borrower towards repayment of the Sanctioned Loan at periodic intervals for a fixed number of intervals or as a single repayment installment towards the outstanding Sanctioned Loan (in each case as provided in the Key Facts Statement) along with the Interest (if applicable), which will in each case result in complete amortization of the Sanctioned Loan within the tenure of such Sanctioned Loan.
- (viii) “**Event of Default**” shall have the meaning ascribed to in Clause 6.1.
- (ix) “**Financing Documents**” mean this T&C, the Sanction Letter, the Loan Application, the Key Fact Statement, including the annexures hereto and any documents executed by the Borrower or as required by DMI, as amended from time to time.
- (x) “**Interest**” means the interest payable, if any, on the outstanding principal amount of such Sanctioned Loan at the rate and in the manner provided in the relevant Key Facts Statement.
- (xi) “**Key Fact Statement**” means a statement of key facts and terms of a Sanctioned Loan, in simple and easier to understand language, provided by DMI to the Borrower, from time to time, in a standardized



format as prescribed under applicable law, containing, apart from other necessary information, details of annual percentage rate, details of collection agency, if any, details of grievance redressal officer, Cooling off Period, etc.

- (xii) **“Late Payment Fees”** means bounce charges payable by the Borrower in case of occurrence of default by reason of dishonor of cheque or any Mandate as mentioned in the Key Facts Statement, for each event of such dishonour.
- (xiii) **“Loan Application”** means the application in the prescribed form as submitted by the Borrower to DMI for seeking the Sanctioned Loan.
- (xiv) **“Material Adverse Effect”** means any event which would have an adverse effect on (i) Borrower’s ability to pay the Borrower’s Dues; or (ii) DMI’s rights and remedies under the Financing Documents; or (iii) recoverability of the Borrower’s Dues. Any determination by DMI on whether an event should be treated Material Adverse Effect will be binding on the Borrower.
- (xv) **“Mandate”** meaning assigned in Clause 4.1 herein under.
- (xvi) **“Overdue Charges”** means the penal charges as prescribed in the relevant Key Fact Statement which is payable on all amounts which are not paid on their respective Due Dates. The Overdue Charges will not be capitalized by DMI i.e., no further interest computed on such Overdue Charges.
- (xvii) **“Privacy Policy”** means DMI’s privacy policy as available at <https://www.dmifinance.in/privacy-and-security/>.
- (xviii) **“Purpose”** means permitted utilization of the Sanctioned Loan as mentioned in the Key Fact Statement.
- (xix) **“RBI”** means Reserve Bank of India.
- (xx) **“Sanctioned Loan”** shall mean the amount which can be drawdown by the Borrower in accordance with the Financing Documents and the Key Facts Statement issued for such sanctioned loan.

1.2. Interpretation

In this T&C:

- (i) the singular includes the plural (and vice versa); and
- (ii) reference to a gender shall include references to the female, male and neutral genders, as applicable.

2. SANCTION AND DISBURSEMENT

- 2.1. Basis the representations made by the Borrower in the Financing Documents, including the Loan Application, DMI has agreed to provide the Sanctioned Loan to the Borrower on the terms set out in the Financing Documents. DMI shall have the sole and absolute discretion to allow or reject such request. In the event, DMI approves such request, the same shall be made available as a Sanctioned Loan in accordance with the Financing Documents (including the Key Fact Statement issued in respect of such Sanctioned Loan).
- 2.2. The Borrower understands that (i) disbursement of the Sanctioned Loan is subject to completion of Borrower verification and checks by DMI to its satisfaction in accordance with its internal processes and in the event such verification is not satisfactory, DMI shall be entitled to cancel the Sanctioned Loan; (ii) the Sanctioned Loan, if not cancelled, shall be disbursed after completion of verification and checks by DMI to its satisfaction in accordance with its internal processes. The Borrower understands that the Sanctioned Loan provided to the Borrower is as per DMI’s internal criteria and sole discretion



and may be cancelled or revoked by DMI at any time at its sole and absolute discretion. Any cancellation of any Sanctioned Loan shall be duly intimated to the Borrower.

- 2.3. The Sanctioned Amount shall, as and when requested by the Borrower or as provided in the Key Facts Statement, be disbursed to the bank account of the Borrower. Provided that if the Sanctioned
- 2.4. The Borrower shall pay non-refundable processing charges as stated in the Key Fact Statement, along with Goods and Services tax thereon, which may be retained from the Sanctioned Loan disbursed and shall be deemed to have been disbursed to the Borrower and the Borrower will accordingly be liable for entire Sanctioned Loan.
- 2.5. The Borrower can view details of their Sanctioned Loan, outstanding dues and make repayments through DMI's mobile application as well.
- 2.6. The Borrower shall be given an option to exit the disbursed Sanctioned Loan by paying the principal and the proportionate APR, without any penalty, during the Cooling off Period. For Borrower continuing with the Sanctioned Loan even after look-up period, pre-payment shall be allowed only with the prior approval of DMI and subject to such conditions and prepayment charges, as stipulated by DMI in the Key Fact Statement.

3. INTEREST AND REPAYMENT

- 3.1. The Borrower will repay the outstanding Sanctioned Loan along with the Interest (if any) thereon by way of EPI on each Due Date during the tenure of the Sanctioned Loan as provided in Key Fact Statement. EPIs shall be as calculated by DMI as required for amortization of the Sanctioned Loan and Interest (if any) payable thereon within the specified tenure and not exceeding the maximum EPIs as provided in the Key Fact Statement. EPIs shall only be towards principal outstanding against the Sanctioned Loan and Interest (if any) thereon and does not include any penal charges/ Overdue Charges or any other charges payable by the Borrower pursuant to Financing Documents. The amount and date of the first EPI may change basis date of disbursement of the Sanctioned Loan and such revised date and amount will be intimated to the Borrower in advance of the Due Date for such payment. The Borrower shall also pay all other amounts and charges due as provided in Key Fact Statement. The Borrower's liability to DMI shall stand extinguished only when the outstanding in the loan account and all charges (as per the Key Facts Statement) have become nil.
- 3.2. In any event, in case the tenor of said loan is extended for whatever reasons beyond the original tenor, the Borrower shall be liable to pay the outstanding principal amount of the Sanctioned Loan along with Overdue Charges, Late Payment Fees and such other interest/ charges as are specified in the Key Facts Statement. The aforesaid is without prejudice to any other rights and remedies that DMI may have under this Agreement or under applicable law in respect of default by the Borrower in payment of Borrower's Dues on Due Dates.
- 3.3. The payment of each EPI on time is the essence of the contract. The Borrower acknowledges that s/he has understood the method of computation of EPI and shall not dispute the same.
- 3.4. **In the event any EPI is not paid on its Due Date, the Borrower shall pay Overdue Charges thereon for the period of delay, as provided in the Key Facts Statement.**
- 3.5. Notwithstanding anything stated elsewhere in the Financing Documents, all Borrower's Dues, including EPI, shall be payable by the Borrower to DMI as and when demanded by DMI, at its sole discretion and without requirement of any reason being assigned. The Borrower shall pay such amounts, without any delay or demur, within 15 (fifteen) days of such demand.
- 3.6. DMI shall be entitled to revise the rate of Interest/ any other charges and DMI may recompute EPI/the number of EPI for repayment of outstanding Sanctioned Loan and Interest. Any such change as intimated by DMI to Borrower, shall be applicable prospectively and will be final and binding on the



Borrower. In case of such revision the Borrower shall be entitled to prepay, within 30 (thirty) days of such revision, the entire outstanding Sanctioned Loan along with accrued Interest (if applicable), without any prepayment penalty.

- 3.7. The Borrower shall bear all duties, cess and other forms of taxes whether applicable now or in the future, payable under any law at any time in respect of any payments made to DMI under the Financing Documents. The Borrower shall be liable for all amounts due and all costs, duties, levies etc. incurred by DMI in enforcing the Financing Documents or in undertaking any recovery proceedings with respect to the Sanctioned Loans. The Borrower acknowledges that if any stamp duty is applicable to these T&C the Borrower shall be liable for the same. If any of the aforesaid duties, charges, taxes and costs are these are incurred by DMI, these shall be recoverable from the Borrower and will carry Overdue Charges from the date of payment till reimbursement.
- 3.8. Notwithstanding any terms and conditions to the contrary contained in the Financing Documents, the amounts repaid by the Borrower shall be appropriated firstly towards cost, charges, expenses and other monies; secondly towards Overdue Charges, if any; thirdly towards Interest; and lastly towards repayment of principal amount of the Sanctioned Loan.
- 3.9. Interest, Overdue Charges and all other charges shall accrue from day to day and shall be computed on the basis 30/360 day convention.
- 3.10. If the Due Date for any payment is not a business day, the amount will be paid by Borrower on immediately succeeding business day.
- 3.11. All sums payable by the Borrower to DMI shall be paid without any deductions whatsoever. Credit/discharge for payment will be given only on realization of amounts due.
- 3.12. The Borrower acknowledges that the rate of Interest, penal/ Overdue charges, service charges and other charges payable and or agreed to be paid by the Borrower under Financing Documents are reasonable and acceptable to him/ her.

4. **MODE OF PAYMENT, REPAYMENT AND PREPAYMENT**

- 4.1. The Borrower shall, as required by DMI from time to time, provide ECS/ National Automated Clearing House (NACH) (Debit Clearing)/ any other electronic or other clearing mandate (collectively referred to as "**Mandate**") as notified by the RBI against Borrower's bank account for payment of dues. Such Mandate shall be drawn from such bank and from such account of the Borrower as is acceptable to DMI. The Borrower shall honor all payments without fail on Due Dates/ first presentation of the Mandate. Mandate provided by the Borrower may be utilized by DMI for realization of any Borrower's Dues. The Borrower hereby unconditionally and irrevocably authorizes DMI to take all actions required for such realization with or without advance intimation to the Borrower. The Borrower shall promptly (and in any event within 7 (seven) days) replace the Mandate and/ or other documents executed for payment of Borrower's Dues as may be required by DMI from time to time, at its sole discretion. In case of rejection of Mandate registration, the Borrower will also pay Mandate rejection charges as provided in the Key Fact Statement.
- 4.2. The Borrower shall, at all times maintain sufficient funds in his/her bank account/s for due payment of the Borrower's Dues on respective Due Dates. Borrower shall not close the bank account/s from which the Mandate have been issued or cancel or issues instructions to the bank or to DMI to stop or delay payment under the Mandate and DMI is not bound to take notice of any such communication. Any such instructions shall also be treated as an Event of Default.
- 4.3. The Mandate given by the Borrower shall be valid throughout the respective date of such Mandate and the Borrower shall not claim that the Mandate or such other mandate given by the Borrower is invalid due to any reason whatsoever.



- 4.4. The Borrower agrees and acknowledges that the Mandate have been issued voluntarily in discharge of the Borrower's Dues and not by way of a security for any purpose whatsoever. The Borrower also acknowledges that dishonor of any Mandate is a criminal offence under the Negotiable Instruments Act, 1881/The Payment and Settlements Act, 2007. The Borrower shall be liable to pay Late Payment Fees for each Mandate dishonour (as prescribed in Key Fact Statement).
- 4.5. Any dispute or difference of any nature whatsoever shall not entitle the Borrower to withhold or delay payment of any EPIs or other sum and DMI shall be entitled to present the Mandate on the Due Dates.
- 4.6. Notwithstanding the issuance of Mandate, the Borrower will be solely responsible to ensure timely payment of dues.
- 4.7. Additionally, DMI will also accept payment through cheque/ cash (in accordance with the applicable laws)/ NEFT/ RTGS/other electronic modes of payment and the Borrower can choose to avail such options when required to make payment towards the Borrower's Dues. However, the Borrower agrees and acknowledges that in the event of payment of dues through modes other than the Mandate any additional charges for transactions shall be borne by and shall be recoverable from the Borrower.

5. BORROWER'S COVENANTS, REPRESENTATION AND WARRANTIES

5.1. The Borrower shall:

- (i) observe and perform all its obligations under the Financing Documents;
- (ii) immediately deliver to DMI all documents, including bank account statements as may be required by DMI from time to time. The Borrower also authorizes DMI to communicate independently with (a) any bank where the Borrower maintains an account and to seek details and statement in respect of such account from the bank; and (b) with any supplier/ vendor/ customer of the Borrower as DMI may deem necessary, including for monitoring Borrower's creditworthiness;
- (iii) immediately notify DMI of any litigations or legal proceedings against any Borrower;
- (iv) notify DMI of any Material Adverse Effect or Event of Default;
- (v) notify DMI in writing of all changes in the location/ address of office /residence /place of business or any change / closure of business of the Borrower;
- (vi) in case of Borrower which is a sole proprietorship or partnership, the sole proprietor/ partner of the Borrower shall not leave India for employment or business or long term stay abroad without fully repaying the outstanding Sanctioned Loan then outstanding, together with Interest and other dues and charges;
- (vii) not use the Sanctioned Loan for any purpose other than the purpose permitted in the Key Fact Statement and in particular shall not use them for (a) any investments in capital markets, which includes stocks, bonds, and other financial securities (b) purchase of gold in any form including primary gold, gold bullion, gold jewellery, gold coins, units of exchange traded funds (ETF) and units of gold mutual fund or (c) any speculative investments or speculative purpose or (d) for any activity which is illegal or prohibited by law or in respect of which the use of loan funds is restricted by law;
- (viii) provide security, if any, as specified in Financing Documents or as may be required by DMI in case of any change in credit worthiness of any Borrower (as determined by DMI);
- (ix) ensure deposit of business proceeds in the account from which Mandates have been issued to DMI;
- (x) comply at all times with applicable laws, including, Prevention of Money Laundering Act, 2002;



- (xi) will do all acts, deeds and things, as required by DMI to give effect to the terms of this T&C;
- 5.2. The Borrower shall not, until repayment of Borrower's Dues, be eligible without the prior written consent of DMI, to avail or incur any debt (including any further loans or borrowings) or grant any corporate guarantee. **A breach of this clause shall result into levying of a penal charge of 3% (three per cent) per annum on outstanding amount of any Sanctioned Loan disbursed to the Borrower for the period during which such breach continues.**
- 5.3. The Borrower hereby further agrees and authorizes DMI and/or its regulator(s) or any third parties appointed by DMI and/or its regulator(s) to inspect the Borrower's premises and/ or books of accounts. The Borrower shall reimburse all costs and expenses incurred by DMI, its regulator(s), third parties appointed by DMI, or its regulator(s) for such purposes.
- 5.4. The Borrower represents and warrants to DMI as under:
- (i) All the information provided by Borrower in the Loan Application and any other document, whether or not relevant for the ascertaining the credit worthiness of the Borrower, is true and correct and not misleading in any manner.
 - (ii) The Borrower is capable of and entitled under all applicable laws to execute and perform the Financing Documents and the transactions thereunder.
 - (iii) Where the Borrower is an individual or a sole proprietorship, the Borrower/ sole proprietor is above 18 years of age and this T&C is a legal, valid and binding obligation on him/her, enforceable against him/her in accordance with its terms.
 - (iv) The Borrower has the full capacity, power and authority to enter into this T&C and the T&C, so executed and delivered will be legally binding on the Borrower.
 - (v) The Borrower is a duly organized and a validly established as per applicable laws and is entitled to undertake its business, as declared by it under the Financing Documents.
 - (vi) Neither the execution and delivery of the Financing Documents by the Borrower nor the performance or observance of any of obligations of the Borrower shall conflict with or result in any breach of law, statute, rule, order, trust, agreement or other instruments, arrangement, obligation or duty by which the Borrower are bound. The Borrower has complied and shall continue to comply with all applicable laws and has obtained all necessary licenses/ authorizations from all concerned authorities as are required under applicable laws for performance of the terms of the Financing Documents and continuing to undertake its business.
 - (vii) The Borrower declares that he/she/ it is not prohibited by any law from availing the Sanctioned Loan.
 - (viii) The Borrower declares that he/she/ it understands and has consented to avail the Sanctioned Loan as per the Key Fact Statement and the Financing Documents out his/her free will and without any coercion/influence/pressure from a third party.
 - (ix) No event has occurred which shall prejudicially affect the interest of DMI or affect the financial conditions of Borrower or affect his/her/ its liability to perform all or any of their obligations under the Financing Documents.
 - (x) The Borrower is not in default of payment of any taxes or government dues.
 - (xi) There are no litigation/proceedings pending or threatened against the Borrower and the Borrower are not at present aware of any facts likely to give rise to such litigation/proceedings or to material claims.
 - (xii) There are no commencement of any bankruptcy or insolvency proceedings against the Borrower.



- (xiii) The Borrower has not been included in any list of defaulters by any regulatory/statutory authority and/or banks and/or financial institutions and/or non-banking financial companies etc.
- (xiv) No Event of Default has occurred and/or is in existence or continuing.

5.5. The Borrower acknowledges that he/ she/ it has read DMI Privacy Policy at <https://www.dmifinance.in/privacy-and-security/>, has given its/ her/ his/its consent to the same. The Borrower acknowledges and gives his/her/ its consent to DMI to use, store and process the information provided by the Borrower or otherwise procured by DMI for the purposes of providing and monitoring the Sanctioned Loan, its repayment and compliance with the terms of the Financing Documents, and for DMI's business requirements and any other purposes as detailed in the Privacy Policy or for which the Borrower has provided its consent in any other manner. The Borrower understands and agrees that DMI may, subject to applicable law, disclose such information to its contractors, agents and any other third parties on a need based basis or as provided in DMI Privacy Policy or as may be required pursuant to any statutory/ regulatory requirement.

6. EVENTS OF DEFAULT

6.1. The following acts/events, shall each constitute an Event of Default by the Borrower for the purposes of each Sanctioned Loan:

- (i) The Borrower fails to make payment of any Borrower's Dues on Due Date;
- (ii) Breach of any terms, covenants, representation, warranty, declaration or confirmation under the Financing Documents;
- (iii) Any fraud or misrepresentation or misstatement or concealment of material information by Borrower which could have affected decision of DMI to grant any Facility;
- (iv) Death, lunacy or any other permanent disability of the Borrower;
- (v) Borrower utilises the Drawdown for any purpose other than the Purpose or breaches the end use restrictions set out in the Financing Documents;
- (vi) Occurrence of any events, conditions or circumstances (including any change in law) which in the sole and absolute opinion of DMI could have a Material Adverse Effect, including limitation of any proceedings or action for bankruptcy/ liquidation/ insolvency of the Borrower or attachment / restraint of any of its assets;

6.2. The decision of DMI as to whether or not an Event of Default has occurred shall be binding upon the Borrower.

7. CONSEQUENCES OF DEFAULT

7.1. Upon occurrence of any of the Events of Default and at any time thereafter, DMI shall have the right but not the obligation to stop all disbursements against any Sanctioned Loan, declare all sums outstanding in respect of the Sanctioned Loan, whether due or not, immediately repayable and upon the Borrower failing to make the said payments within 15 (fifteen) days thereof, DMI may at its sole discretion exercise any other right or remedy which may be available to DMI under any applicable law, including seeking any injunctive relief or attachment against the Borrower or their assets. Notwithstanding the aforesaid, in the event of the Borrower failing to make the payment of the Borrower's Dues within 90 (ninety) days from the Due Date of such payment, DMI shall, inter alia, have the right to classify the same as a non-performing asset (NPA) and report it accordingly to the Credit Bureau Agencies.



7.2. The Borrower shall also be liable for payment of all legal and other costs and expenses resulting from the foregoing defaults or the exercise of DMI remedies.

8. DISCLOSURES

8.1. The Borrower acknowledges and authorizes DMI to disclose all information and data relating to Borrower, the Sanctioned Loan, default if any, committed by Borrower to such third parties/ agencies as DMI may deem appropriate and necessary to disclose for exercise of its rights and remedies in respect of the Sanctioned Loan and/or as authorized by RBI, including the Credit Bureau Agency. The Borrower also acknowledges and authorizes such information to be used, processed by DMI/ third parties/ Credit Bureau Agency/ RBI as they may deem fit and in accordance with applicable laws. Further in Event of Default, DMI and such agencies shall have an unqualified right to disclose or publish the name of the Borrower/or its directors/ partners/ co-applicants, as applicable, as 'defaulters' in such manner and through such medium as DMI/ Credit Bureau Agency/ RBI/ other authorized agency in their absolute discretion may think fit, including in newspapers, magazines and social media. The Borrower shall not hold DMI responsible for sharing and/or disclosing the information now or in future and also for any consequences suffered by the Borrower and/or other by reason thereof. The provisions of this clause 8 shall survive termination of the T&C and the repayment of the Borrower's Dues.

9. MISCELLANEOUS

9.1. The entries made in records of DMI shall be conclusive evidence of existence and of the amount Borrower's Dues and any statement of dues furnished by DMI shall be accepted by and be binding on the Borrower.

9.2. The Borrower's liability for repayment of the Borrower's Dues shall, in case where more than one Borrower have jointly applied for any Sanctioned Facility, be joint and several

9.3. The Borrower shall execute all documents and amendments and shall co-operate with DMI as required by DMI: (i) to comply with any RBI guidelines/ directives; or (ii) for giving DMI full benefit of rights under the Financing Documents. Without prejudice to the aforesaid the Borrower hereby irrevocably consents that on its failure to do so, such changes shall be deemed to be incorporated in the Financing Documents and shall be binding on the Borrower.

9.4. Notwithstanding any suspension or termination of any Sanctioned Loan, all right and remedies of DMI as per Financing Documents shall continue to survive until the receipt by DMI of the Borrower's Dues in full.

9.5. The Borrower expressly recognizes and accepts that DMI shall, without prejudice to its rights to perform such activities itself or through its office employees, be entitled and has full power and authority so to appoint one or more third parties, subject to applicable laws (hereinafter referred to as "Service Providers") as DMI may select and to delegate to such party all or any of its functions, rights and power under Financing Documents relating to the sourcing, identity and verification of information pertaining to the Borrower administration, monitoring of the Sanctioned Loan and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, contacting Borrower, receiving cash / cheques/ drafts / Mandates from the Borrower in favour of DMI. The Service Provider can also be appointed by DMI as the recovery/ collection agent/ agency for any outstanding amounts due from the Borrower and details of such recovery agent/ agency shall be provided in the Key Fact Statement or intimated to the Borrower in writing as and when changed or updated by DMI.

9.6. The Borrower acknowledges that the financing transaction hereunder gives rise to a relationship of debtor and creditor as between him/ her/ it and DMI and not in respect of any service rendered/ to be rendered by DMI. Accordingly, the provisions of the Consumer Protection Act, 1986 shall not apply to the transaction hereunder.



- 9.7. The Borrower acknowledges and authorizes DMI to procure Borrower's PAN/copy of PAN card, other identity proof and Bank Account details, from time to time and to also generate / obtain reports from Credit Bureau Agency and such other reports as and when DMI may deem fit. The Borrower also hereby gives consent and authorizes DMI to undertake its KYC verification by Aadhar e-KYC or otherwise and undertake all such actions as may be required on its behalf or otherwise to duly complete the process of such verification including by way of Aadhar e-KYC and verification of the business of the Borrower and share such information with any authority and store such information in a manner it deems fit, subject to applicable laws.
- 9.8. The Borrower hereby authorizes DMI to verify all information and documents including, income proof documents, residence and registered office/ other business-related address proof documents, address proof documents, identity documents and other such documents containing personal and financial information as are submitted by them for obtaining any Sanctioned Loan and that they also consent to subsequent retention of the same by DMI.
- 9.9. In the event of any disagreement or dispute between DMI and the Borrower regarding the materiality of any matter including of any event occurrence, circumstance, change, fact information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of DMI as to the materiality of any of the foregoing shall be final and binding on the Borrower.
10. **SEVERABILITY**
- 10.1. The Borrower acknowledges that each of the Borrower's obligations under these Financing Documents is independent and severable from the rest.
11. **GOVERNING LAW AND JURISDICTION**
- 11.1. All Sanctioned Facility and the Financing Documents shall be governed by and construed in accordance with the laws of India.
- 11.2. All disputes, differences and/ or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the right and liabilities of the parties under the Financing Documents shall be decided by sole arbitrator appointed in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof or any statute enacted for replacement thereof. The place of arbitration shall be Delhi and proceeding shall be under fast track procedure as laid down in Section 29(B) of the Act. The awards including interim awards of the arbitration shall be final and binding on all parties concerned. The arbitrator may pass the award without stating any reasons in such award.
- 11.3. Further, the present clause shall survive the termination of Financing Documents. The Courts at Delhi, India shall have exclusive jurisdiction (subject to the arbitration proceedings which are to be also conducted in Delhi, India) over any or all disputes arising out of the Financing Documents.
12. **NOTICES**
- 12.1. Any notice to be given to the Borrower in respect of Financing Documents shall be deemed to have been validly given if served on the Borrower or sent by registered post to or left at the address of the Borrower existing or last known business or private address. Any such notice sent by registered post shall be deemed to have been received by the Borrower within 48 hours from the time of its posting. Any notice to DMI shall be deemed to have been valid only if received by DMI at its above stated address.
- 12.2. For any grievances that the Borrower may have in relation to the Sanctioned Facility, it may contact DMI through the details mentioned in the Key Fact Statement.



13. ASSIGNMENT

- 13.1. The Borrower shall not be entitled to jointly or severally transfer or assign all or any of their right or obligation or duties under the Financing Documents to any person directly or indirectly or create any third-party interest in favour of any person without the prior written consent of DMI.
- 13.2. DMI shall be entitled to sell, transfer, assign or securitise in any manner whatsoever (in whole or in part and including through grant of participation rights) all or any of its benefits, right, obligation, duties and / or liabilities under Financing Documents, without the prior written consent of, or intimation to the Borrower in such manner and such terms as DMI may decide. In the event of such transfer, assignment or securitization, the Borrower shall perform and be liable to perform their obligation under the Financing Documents to such assignee or transferor. In such event, the Borrower shall substitute the remaining Mandate in favour of the transferee/ assignee if called upon to do so by DMI.

14. INDEMNITY

- 14.1. The Borrower hereby indemnifies, defends and holds DMI, its employees, representatives, directors, and consultants harmless from time to time and at all times against any liability, claim, loss, judgment, damage, cost or expense (including, without limitation, reasonable attorney’s fees and expenses) as a result of or arising out of any failure by the Borrower to observe or perform any of the terms and conditions and obligations contained in the Financing Documents or Event of Default or the exercise of any of the rights by DMI under the Financing Documents, including for any enforcement of security or recovery of Borrower’s Dues.

15. ASSET CLASSIFICATION

- 15.1. **Lender notifies the Borrower that, pursuant to Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances – Clarifications dated November 12, 2021 issued by RBI as may be amended from time to time, DMI shall recognize incipient stress in borrower accounts, immediately on default, by classifying them as Special Mention Accounts (“SMA”) as per below mentioned basis of classification:**
- 15.2. **“Date of overdue”** means date on which Borrower accounts shall be flagged as overdue as part of the day end process.
- 15.3. Example: If the due date of loan account is 15-Mar-22 of the month and the full dues are not received before DMI runs the day-end process for this date, the borrower will be classified as under –

EPI Due date	15-Mar-22	Days Past Due (DPD)	-
EPI overdue	15-Mar-22	0-30	SMA0
EPI remains overdue (not received till day end process)	14-Apr-22	31-60	SMA1
EPI remains overdue	14-May-22	61-90	SMA2
EPI remains overdue	13-Jun-22	91 and above	NPA

The loan accounts classified as NPAs may be upgraded as ‘Standard’ asset only if entire arrears of interest and principal are paid by the Borrower.

**Example:**

Particulars	Scenario 1*	Scenario 2
Loan Classification	NPA	NPA
EPI Amount	5,000	5,000
Overdue EPI	15,000	15,000
Payment Received	5,000	15,000
Balance Overdue EPI	10,000	-
Loan Classification	The Borrower will continue to be reported as NPA till the entire overdue amount is paid	Standard

In reference to RBI circular no. RBI/2021-2022/158 DOR.STR.REC.85/21.04.048/2021-22 dated Feb 15, 2022, the Scenario 1 (classified as NPAs may be **upgraded as 'standard' asset only if entire arrears of interest and principal are paid) will be applicable from Oct 01, 2022.*

Note

- i. The reporting of NPA accounts will now be done on daily basis.
- ii. In case of Borrower having more than one loan from DMI, loan accounts shall be upgraded from NPA to standard asset category only upon repayment of entire arrears of interest and principal pertaining to all the loans.
- iii. The classification of an account as an NPA can have a corresponding effect on the credit scores maintained by the credit bureaus. DMI, therefore, urges all Borrower to make their EPI payments as per the Due Date mentioned in the loan repayment schedule/ Key Fact Statement. This enables an improvement in the credit score, avoidance of penalties, and improved eligibility for a top-up loan/offer.
- iv. We encourage all the Borrower to log in to the <https://portal.dmifinance.in/> to pay the EPIs.

16. ACCEPTANCE:

I/WE AM/ ARE AWARE THAT DMI SHALL AGREE TO BECOME A PARTY TO THIS T&C ONLY AFTER SATISFYING ITSELF WITH REGARD TO ALL CONDITIONS AND DETAILS FILLED BY ME/US IN THE T&C AND OTHER FINANCING DOCUMENTS IN CONSONANCE WITH DMI POLICY. I/WE AGREE THAT THIS T&C SHALL BECOME LEGALLY BINDING ON DMI SIGNING IT DIGITALLY OR ON THE DATE OF FIRST DISBURSEMENT OF THE SANCTIONED LOAN (AS APPLICABLE), WHICHEVER IS EARLIER.

IN RESPECT OF SANCTIONED LOANS PROVIDED FOR THE PURPOSE OF PURCHASE OF ANY GOODS OR PRODUCTS (AS IDENTIFIED IN THE KEY FACTS STATEMENT), I HEREBY HYPOTHECATE THE FINANCED PRODUCT AS A CONTINUING SECURITY IN FAVOUR OF DMI FOR SECURING ALL BORROWER DUES IN RESPECT OF THE SANCTIONED LOAN.



I ALSO DECLARE THAT I SHALL NOT USE THE SANCTIONED LOAN FOR ANY PURPOSE OTHER THAN THE PURPOSE PERMITTED IN THE KEY FACT STATEMENT AND IN PARTICULAR SHALL NOT USE THEM FOR: (A) ANY INVESTMENTS IN CAPITAL MARKETS, WHICH INCLUDES STOCKS, BONDS, AND OTHER FINANCIAL SECURITIES (B) PURCHASE OF GOLD IN ANY FORM INCLUDING PRIMARY GOLD, GOLD BULLION, GOLD JEWELLERY, GOLD COINS, UNITS OF EXCHANGE TRADED FUNDS (ETF) AND UNITS OF GOLD MUTUAL FUND OR (C) ANY SPECULATIVE INVESTMENTS OR SPECULATIVE PURPOSE OR (D) FOR ANY ACTIVITY WHICH IS ILLEGAL OR PROHIBITED BY LAW OR IN RESPECT OF WHICH THE USE OF LOAN FUNDS IS RESTRICTED BY LAW .

BY SIGNING OR BY CLICKING "I ACCEPT"/ E-SIGNING, THE BORROWER ELECTRONICALLY SIGNS THESE T&C AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS. THE BORROWER'S ACCEPTANCE OF THESE T&C SHALL CONSTITUTE: (I) THE BORROWER'S AGREEMENT TO IRREVOCABLY ACCEPT AND TO BE UNCONDITIONALLY BOUND BY ALL THE TERMS AND CONDITIONS SET OUT IN THESE T&C; AND (II) THE BORROWER'S ACKNOWLEDGEMENT AND CONFIRMATION THAT THESE T&C (ALONG WITH THE FINANCING DOCUMENTS) HAVE BEEN DULY READ AND FULLY UNDERSTOOD BY THE BORROWER.

**Key Fact Statement****Date:****Name of the Regulated entity**
DMI Finance Private Limited

Loan Reference Number

Applicant Name:**Co-Borrower 1:****Co- Borrower 2:**

Sr. No.	Parameter	Details
1	Type of Loan & Purpose The Loan shall be used only for the purpose as set out in this Key Facts Statement and in particular shall not be utilized for the following: (a) any investments in capital markets, which includes stocks, bonds, and other financial securities; or (b) purchase of gold in any form including primary gold, gold bullion, gold jewellery, gold coins, units of exchange traded funds (ETF) and units of gold mutual fund; or (c) any speculative investments or speculative purpose; or (d) for any activity which is illegal or prohibited by law or in respect of which the use of loan funds is restricted by law.	Business loan
2	Sanctioned Facility (As applicable)	
3	Sanctioned Loan (As applicable)	
4	Disbursal schedule (i) Disbursement in stages or 100% upfront. (ii) If it is stage wise, mention the clause of loan agreement having relevant details	100% Upfront
5	Loan term (year/months/days)	[●] Months
6	Instalment details	
A	Type of instalment	Monthly
B	Number of EPIs	
C	EPI Amount	
D	Commencement of repayment, post sanction	
7	Interest Rate % and type (fixed on reducing balance)	% per annum
8	Total interest charged during the entire tenor of the loan (in Rupees)	
9	Fees/Charges , (if any) (break-up of each component to be given below) (in Rupees)	A+B+C
A	Processing fees (including GST), if any (in Rupees) (one time)	
B	Insurance (including GST) (in Rupees) (one time)	
C	Any other charges (including GST) (if any) (in Rupees) (one time)	
10	Net disbursed amount (in Rupees)	
11	Total amount to be paid by the borrower (in Rupees)	
12	Annual Percentage Rate (APR) %	%
13	Mode of Loan Payment	Mandate
14	Opted for Sanctioned Facility	
15	Sanctioned Facility availability Period	60 Months



Details about Contingent Charges (in ₹ or %, as applicable)		
16	Late Payment Fees -	
17	Pre-closure charges: % + GST on principal prepaid.	
18	OVERDUE CHARGES <i>non-payment of EPI on its Due Date</i> <i>Not until repayment of Borrower's Dues, be eligible without the prior written consent of DMI, to avail or incur any debt (including any further loans or borrowings) or grant any corporate guarantee.</i>	
19	Other Charges (Applicable for Alternate Modes/Non-Nach)- Up to Rs 30 + GST	
20	NACH Rejection Charges - INR 500+GST	
21	In case of digital loans, following specific disclosures may be furnished:	
(a)	Cooling off/ look-up period, in terms of DMI's board approved policy, during which borrower shall not be charged any penalty on prepayment of loan	5 days
(b)	Details of LSP acting as recovery agent and authorized to approach the borrower	[•]
(c)	Name of LSP/Sourcing Partner/Channel providing lending related services other than recovery (i.e. sourcing, marketing etc.)	
22	Clause of loan agreement/ general terms and conditions relating to engagement of recovery agents	Clause 9.5
23	Clause of loan agreement/ general terms and conditions which details grievance redressal mechanism	Clause 12.2
24	Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation - (Yes/ No)	Yes
25	Privacy Policy - https://www.dmifinance.in/privacy-and-security/	
26	Phone Number and email ID of the nodal grievance redressal officer Grievance Redressal Officer Name- Ashish Sarin Designation- Senior Vice President - Customer Success Email Address: head.services@dmifinance.in/ grievance@dmifinance.in Address: Express Building, 3rd Floor, 9-10, Bahadur Shah Zafar Marg, New Delhi-110002 Contact No.: 011-41204444 https://www.dmifinance.in/fair-practice/	

* Contingent charges can be changed depending on policy of the company

Disbursement Details (Account to which Disbursement to be made)

Amount	Name of Bank
Account Name	IFSC Code
Account No.	

Note

For understanding DMI's approach for gradations of risk and rationale for charging different rate of interest to different categories of borrowers, please refer to DMI's Policy on Interest Rate and Charges available on <https://www.dmifinance.in/investor-relations/policies/>



Acceptance:

I/ We (the "Borrower") confirm the receipt of this Key Fact Statement and confirm my/ our acceptance and state that the Sanctioned Loan granted by DMI on the above terms will be governed by the General Terms and Conditions of Loan, this Key Fact Statement, the Loan Application including the annexures thereto and any documents executed by the me / us or as required by DMI in respect of the Sanctioned Loan, as amended from time to time ("Financing Documents").

I/ We agree to be legally bound by the terms of the Financing Documents. I/ We understand that my / our acceptance shall constitute: (i) my / our agreement to irrevocably accept and to be unconditionally bound by all the terms and conditions set out in the Financing Documents; and (ii) the Borrower's acknowledgement and confirmation that this Key Fact Statement (along with the other Financing Documents) have been duly read and fully understood by me/us in the vernacular language or a language as understood by me/ us.

I/ We also declare that I/ we shall not use the Sanctioned Loan for any purpose other than the purpose permitted in this Key Fact Statement and in particular shall not use them for: (a) any investments in capital markets, which includes stocks, bonds, and other financial securities; or (b) purchase of gold in any form , including primary gold, gold bullion, gold jewellery, gold coins, units of exchange traded funds (ETF) and units of gold mutual fund; or (c) any speculative investments or speculative purpose; or (d) for any activity which is illegal or prohibited by law or in respect of which the use of loan funds is restricted by law



Illustration for computation of APR for MSME Loans

Sr. No.	Parameter	Details
1	Sanctioned Loan amount (in Rupees) (Serial no. 3 of the KFS template - Annexure A)	20,000
2	Loan Term (in months) (Serial No.5 of the KFS template - Annexure A)	24
a)	No. of instalments for payment of principal, in case of non- equated periodic loans	-
b)	Type of EPI (Repayment frequency of the borrower) Amount of each EPI (in Rupees) and nos. of EPIs (e.g., no. of EPIs in case of monthly instalments) (Serial No. 6A, 6B, 6C of the KFS template - Annexure A)	Monthly 970 24
c)	No. of instalments for payment of capitalized interest, if any	-
d)	Commencement of repayments, post sanction (Serial No. 6D of the KFS template - Annexure A)	DDMMYYYY
3	Interest rate type (Serial No. 7 of the KFS template - Annexure A)	Fixed on Reducing balance
4	Rate of Interest (Serial No. 7 of the KFS template - Annexure A)	15 %
5	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in Rupees) (Serial No. 8 of the KFS template - Annexure A)	3,274
6	Fee/ Charges payable (in Rupees)	240
A	Payable to the RE (Serial No.9A, 9B & 9C of the KFS template- Annexure A)	240
B	Payable to third-party routed through RE	0
7	Net disbursed amount (3-9 of Annexure A) (in Rupees)	19,600
8	Total amount to be paid by the borrower (sum of 3 and 8 of Annexure A) (in Rupees)	23,274
9	Annual Percentage rate- Effective annualized interest rate (in percentage) (Serial No.12 of the KFS template-Annexure A)	17.07%
10	Schedule of disbursement as per terms and conditions	100% upfront
11	Due date of payment of instalment and interest	5 th of every month

- The difference (if any) in repayment amount calculated from the total of instalments given under the detailed repayment schedule vis-à-vis the amount mentioned above may be due to rounding off the instalment amount under the detailed repayment schedule and amortization model.
- APR is computed on net disbursed amount using IRR approach and reducing balance method.
- Charges & Deductions applicable to this Loan Facility are as mentioned in the application form and have been duly explained to me.



Annex C

**Illustrative Repayment Schedule under Equated Periodic Instalment for the
hypothetical loan illustrated in Annex B**



End-use letter undertaking

To,

DMI Finance Private Limited

Loan reference number:

Subject: End use of loan availed from DMI Finance Pvt Ltd

Dear Sir/ Madam,

I/ We hereby represent, warrant and confirm that in furtherance to the loan facility availed by us from you, DMI Finance Private Limited (“DMI”) having the above mentioned loan reference number, the purpose of utilization of loan availed is for our general business purpose only as permitted under the loan agreement / approved by DMI in writing and is not for speculation, illegal activities, investment in capital markets/ real estate or any other nefarious activities or for any such purposes specifically disallowed by any applicable law/ regulatory authority.

I/ We further agree, confirm and undertake that the purpose of use of funds availed under the loan agreement shall not be changed/ has not been changed in any manner during the tenure of the loan facility, or that such changes in purpose shall take place only with prior written permission of DMI.

I / We agree and confirm that DMI shall have the right to seek any further confirmations as may be required by it, for the utilisation of the loan availed by me / us and I / We undertake to provide such further documents / information, as may be required by DMI from time to time during the tenure of the loan facility.

I/ We agree that any breach or default in complying with all or any of the aforesaid undertaking(s) will constitute an event of default under the loan agreement.

Thanking you, Yours

sincerely,