

LOAN APPLICATION TERMS AND UNDERTAKING

Terms & Conditions

1. This Application Form shall not be construed to imply automatic approval of your loan by DMI Finance Private Limited (“DMI”). The sanction of the loan, loan amount and disbursal are at the sole discretion of DMI and no commitment has been given regarding the same.

2. The terms and conditions mentioned here are an indicative list of terms and conditions of our loan products. The final terms and conditions shall be as further described in other financing documents including the general terms and conditions of loan, key fact statement and other financing documents as may be accepted by the borrower from time to time and therefore should be read in conjunction with such financing documents.

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/>

UNDERTAKING

1. I/We hereby apply for a finance facility of loan (“Facility”) mentioned in this application. I/We declare that all the particulars and information and details given/filled in this Application Form are true, correct, complete and up-to date in all respects and no information has been withheld. I/We understand that the information given in this application shall form the basis of any loan that DMI may decide to grant to me/us and if at any stage of processing this application, it comes to the knowledge of DMI that, I/we have provided any incorrect or incomplete information, fabricated documents, or fake documents, they will be treated by DMI as having been manipulated by me/us and DMI shall have the right to forthwith reject this loan application, cancel / revoke any sanction or further drawdowns or recall any loan granted at any stage of processing the application, without assigning any reason whatsoever and DMI and its employees/ representatives/ agents / service providers/ shareholders/ directors shall not be responsible/liable in any manner whatsoever to me/us for such rejection or any delay in notifying me/us of such rejection (including for any payments which may have been made by me to any vendor/ service provider prior to cancellation).
2. I/ We declare that I/ We have not made any payment in cash, bearer’s cheques or by any other mode along with or in connection with this Application Form to the person collecting my/our Application Form. I/ We shall not hold DMI or its employees/representatives/agents/service providers liable for any such payment made by us to the person collecting this Application Form.
3. I/We hereby confirm and duly undertake that the loan shall be used only for the purpose for which it is sanctioned by DMI and in particular shall not be used by me/us 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.
4. I/We hereby confirm that no insolvency proceeding or suits for recovery of outstanding dues or monies whatsoever or for attachment of my/ our assets or properties, and/ or any criminal proceedings have been initiated and/ or are pending against me/ us and that I/We have never been adjudicated insolvent by any court or other authority nor has any receiver, administrator, administrative receiver, trustees or similar officer been appointed for my/our assets.
5. I/We understand and acknowledge that DMI shall have the absolute discretion, without assigning any reasons (unless required by applicable law), to reject my application and any costs, losses, damages or expenses, or other consequence caused by reason of such rejection, or any delay in notifying me/us of such rejection of our application.

6. I/We understand and am aware that the processing fees, if any, collected from me / us is for the purpose of DMI reviewing this application as per its own parameters and is not refundable to me / us under any circumstances whatsoever, irrespective of where DMI sanctions this loan or not.
7. I/We hereby confirm that I/we am/are competent and fully authorized to give declarations, undertaking etc/ execute and submit this application form and all other documents for the purpose of availing the loan, creation of security and for all the purposes mentioned/ required to be done for this.
8. I/We confirm that I/we shall cooperate with DMI and furnish additional documents and /or shall execute such other documents, if necessary, for DMI to comply with existing/ further directives of the statutory/regulatory authorities/any other authority acting under any law.
9. I/We understand that DMI will also be procuring personal information from other sources/agents and I/We have no objection for the same. I/We authorize DMI to make reference and inquire relating to information in this application which DMI considers necessary, including from the banks where I/we hold bank accounts.
10. I/We hereby consent to the Company to carry out the KYC and other requisite checks by such processes as may be permissible under law including authentication/ verification of documents or details submitted for KYC purpose, accessing, and procuring data from databases maintained by statutory or other authorities constituted by law, for the purpose of granting the Loan Facility referred in this form.
11. I/ We hereby consent to DMI for updating/furnishing my/our KYC data on the Centralized KYC Registry (CKYCR) or such other database or repository as may be prescribed from time to time as also access, download and procure data therefrom and rely upon the same for the purpose of KYC checks and it shall be my/our responsibility to ensure that the data is correct and updated and to immediately intimate in writing in case of any changes to the data. DMI may also verify the data in such manner as it deems fit and seek additional information or perform enhanced due diligence. I consent to receive information/intimation from the DMI/CKYCR through SMS/Email on the above registered number/email address notwithstanding my/our names and / or numbers appearing in the Do Not Call or Do Not Disturb registry.
12. I/We hereby provide our consent to DMI to obtain and/ or submit my/ our information from/ to Credit Information Company and/or information utility and/or such institution set up under the provisions of law from time to time, as and when required. I/We also authorize DMI to carry out multiple bureau checks wherever required.
13. I/We hereby give our consent to DMI to procure my /our Aadhaar details, PAN No./copy of my/our PAN Card, other identity proof and bank account details from time to time. I/ We further give my/ our consent to the DMI for verification of my/ our Aadhaar to establish the genuineness in such manner as permitted by UIDAI or under any law from time to time. I/We hereby declare and confirm that the mobile number(s) provided by me / us in this Application Form for availing the loan is / are linked with my / our Aadhaar.
14. I/We do hereby expressly and irrevocably authorize DMI to collect, store, share, obtain and authenticate any aspect of my/our personal information either directly or through any of the authorized agencies and disclose such information to its agents/ representatives/ employees/ contractors/service providers for grant of the loan in accordance with my/our consent and the privacy policy of DMI uploaded at on <https://www.dmifinance.in/investor-relations/policies/>.
15. I/we hereby give consent to DMI or its authorised agents and third party service providers to use the information / data provided by me/ us to contact me/us through any channel of communication including but not limited to email, telephone, sms,whatsapp etc. and further authorize the disclosure of the information contained herein to DMI's affiliates / group companies or their authorised agents and third party service providers in order to provide information on various loan offer schemes or loan promotional schemes or any other promotional schemes which may be provided by DMI notwithstanding my/our names and / or numbers appearing in the Do Not Call or Do Not Disturb registry.

16. I/We acknowledge that sourcing partner/ lending service provider, if any, and DMI are independent of each other, and I/we will not have any claim against DMI for any loan or other facility arranged/ provided by sourcing partner/ lending service provider which is not sanctioned/ disbursed by DMI. I acknowledge that DMI does not in any manner make any representation, promise, statement, or endorsement in respect of any other product or services which may be provided by sourcing partner/ lending service provider and will not be responsible or liable in any manner whatsoever for the same.
17. I/we understand that the I/we have an option of not providing the information as required in this application form or as may be required by DMI from time to time provided that on exercising such option DMI shall have the right to refuse or cancel the sanction or seek prepayment of the amounts due as per the general terms and conditions of loan.
18. **I/We hereby declare that my / our Gross household income is greater than 25000 per month** and therefore my borrowing under the loan does not qualify to be treated as a microfinance loan.**
19. I/We hereby declare that I am not holding any position at political organization.
20. **I/We confirm that I/We have understood the terms of the application form / undertaking in English. I/We also acknowledge that if requested specifically by me/ us, a version of this undertaking in the vernacular language understood by me/us shall also be provided. I/We further understand that I/We can access this undertaking in a vernacular language on DMI's website at <https://www.dmifinance.in/loan-application-undertaking/>.**

****Household means an individual family unit, i.e., husband, wife, and their unmarried children.**