

GENERAL TERMS & CONDITIONS FOR BUSINESS LOAN

The General Terms and conditions as defined under Clause 1.1 of the Business Loan Facility Agreement applicable to the Business Loan Facility, executed / proposed to be executed with ECLFL, the Lender herein. These “General Terms” are duly registered on 07th March 2018 with the Sub-Registrar of Assurance, Sub-Registrar Andheri No 1, Mumbai vide registration no. BDR-1/2694/2018 in book no. 01 Serial No. 2694, Registration Year 2018.

The General Terms shall be deemed to form integral part of this Business Loan Agreement and shall be read in conjunction and concurrently as if they are specifically incorporated therein.

ECL Finance Limited

CIN: U65990MH2005PLC154854

Regd. Off: Edelweiss House,
Off C.S.T. Road, Kalina,

Mumbai -400 098 Maharashtra

Tel: +91 22 4009 4400

322/2694

पावती

Original/Duplicate

Wednesday, March 07, 2018

नोंदणी क्र. :39म

12:58 PM

Regn.:39M

पावती क्र.: 3143 दिनांक: 07/03/2018

गावाचे नाव: कोलेकल्याण

दस्तऐवजाचा अनुक्रमांक: वदर1-2694-2018

दस्तऐवजाचा प्रकार : डिक्लरेशन

सादर करणाऱ्याचे नाव: इ सी एल फायनान्स लिमिटेड चे ऑथो सिग्नेटरी प्रफुल श्रीधर दळवी

नोंदणी फी

रु. 1000.00

दस्त हाताळणी फी

रु. 1040.00

पृष्ठांची संख्या: 52

एकूण:

रु. 2040.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

12:56 PM ह्या वेळेस मिळेल.

दुय्यम निबंधक, अंधेरी-1

बाजार मूल्य: रु.1/-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.1000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH011451054201718E दिनांक: 07/03/2018

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 1040/-

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

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REGISTERED ORIGINAL DOCUMENT

DELIVERED ON.....12/3/18



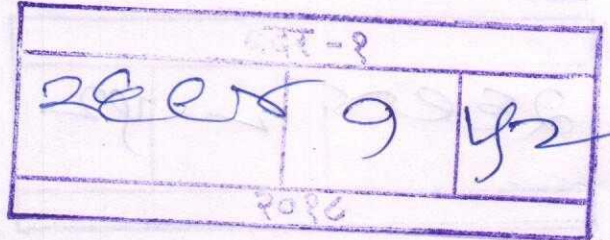
CHALLAN
MTR Form Number-6

GRN	MH011451054201718E	BARCODE	Date 07/03/2018-10:03:46		Form ID	25.2
Department		Inspector General Of Registration				
Type of Payment		Stamp Duty Registration Fee				
Office Name		BDR1_JT SUB REGISTRAR ANDHERI NO 1				
Location		MUMBAI				
Year		2017-2018 One Time				
Account Head Details		Amount In Rs.		Payer Details		
0030045501 Stamp Duty		500.00		TAX ID (If Any)		
0030063301 Registration Fee		1000.00		PAN No.(If Applicable)		
				Full Name		
				ECL FINANCE LIMITED		
				Flat/Block No.		
				Premises/Building		
				Road/Street		
				Area/Locality		
				Town/City/District		
				PIN		
				4 0 0 0 9 8		
				Remarks (If Any)		
				SecondPartyName=N A~		
				Amount In		
				One Thousand Five Hundred Rupees Only		
				Words		
				1,500.00		
Total		1,500.00				
Payment Details		BANK OF MAHARASHTRA				
Cheque-DD Details		Bank CIN Ref. No. 02800042048030726619 002283650				
Cheque/DD No.		Bank Date RBI Date 07/03/2018-10:04:27 Not Verified with RBI				
Name of Bank		Bank-Branch BANK OF MAHARASHTRA				
Name of Branch		Scroll No. , Date Not Verified with Scroll				



NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

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DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT I, Shri Praful Shridhar Dalvi Son of Shri Shridhar Dharmji Dalvi, resident of A/303, Satya-Deep Co-operative Housing Society Limited, Gut No. 239, Near Mahalaxmi Nagar, Village - Nere, Taluka - Panvel, District - Raigad, Maharashtra - 410 2016 being the authorised signatory of ECL Finance Limited, a Non-Banking Finance Company incorporated under the provisions of the Companies Act, 1956 having its registered office at Edelweiss House, Off. C.S.T. Road, Kalina, Mumbai - 400 098 (hereinafter referred to as "the said Company") and duly registered with the Reserve Bank of India ("RBI") vide Registration Number N-13.01831, have been duly authorised vide Board Resolution dated 28th February 2018, do hereby declare and state that I am making this Declaration on behalf of the said Company.



ARTICLE - 1

APPLICABILITY

The General Terms and Conditions (the "**General Terms**") set out herein shall be applicable to the Business Loan Facilities granted / provided by ECL Finance Limited (hereinafter referred to as "**ECLFL**" or "**Lender**") to the Borrower(s). The General Terms shall be read in conjunction with the Business Loan Agreement, relevant Schedule/s thereto and other related Transaction Documents.

All the provisions as contained in these General Terms shall have full force and effect till all monies due from the Borrower/s to the Lender under the Business Loan Agreement, relevant Schedule/s and other related Transaction Documents (hereinafter referred to as the "**Agreement**") and shall be binding on all Borrower(s) when avail of any kind of loan from ECLFL / Lender and are paid / repaid in full to the satisfaction of ECLFL / Lender.

[Handwritten signature and stamp]

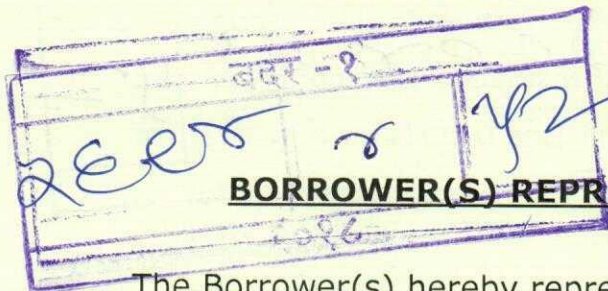
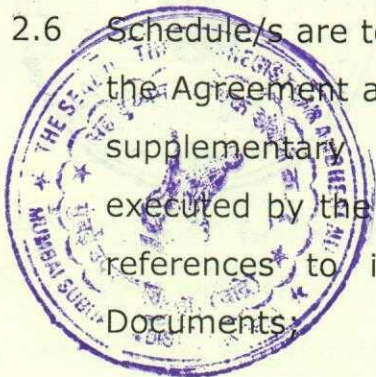
ARTICLE - 2

CONSTRUCTION

In this Agreement: -

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- 2.1 Any reference to the Lender shall include references to the Lender's nominee(s), Successor(s) and assign(s) as the context may require;
- 2.2 any reference to the Agreement and/or any other agreement or document(s) in these General Terms shall be construed, as a reference to the Business Loan Agreement, and such agreement(s) or document(s) as the same may have been amended, varied, supplemented or novated in writing at the relevant time;
- 2.3 A provision of law is a reference to that provision as amended or re-enacted;
- 2.4 A section or a Schedule is a reference to a section or a schedule to the Business Loan Agreement;
- 2.5 words importing the plural shall include the singular and vice-versa;
- 2.6 Schedule/s are to be construed as references to the Schedule/s of the Agreement and forms integral part of the Agreement and any supplementary or additional Schedule/s, from time-to-time executed by the parties and references to the Agreement include references to its Schedule/s and other related Transaction Documents;
- 2.7 A Person shall be construed as including references to an individual, firm, company or other body, whether incorporated or not;
- 2.8 Index and the headings in these General Terms are for convenience and are to be ignored in construing this Agreement.



ARTICLE - 3

BORROWER(S) REPRESENTATION & WARRANTIES

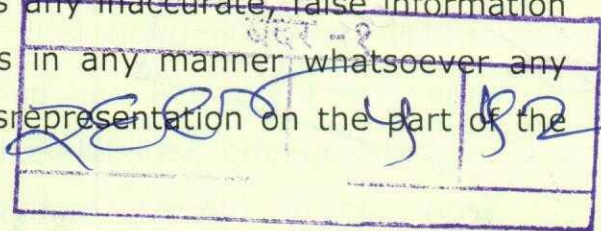
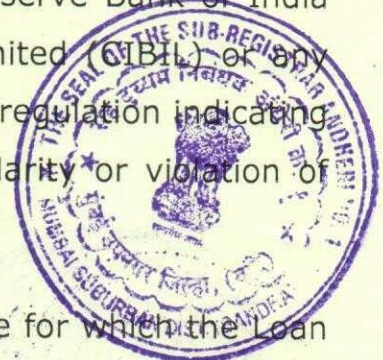
The Borrower(s) hereby represents, declares and warrants as follows: -

- 3.1 The Borrower(s) is a lawfully existing entity under Indian law conducting its business in compliance with the applicable laws

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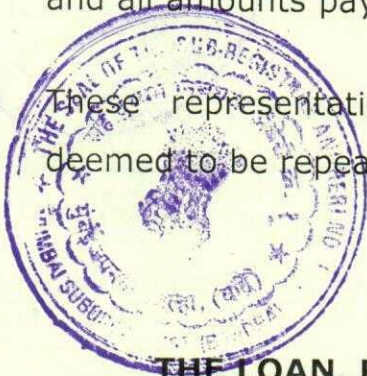
and regulations capable of entering into and discharging obligations under this Agreement;

- 3.2 The Borrower(s) is of good financial standing and in a position to meet its ongoing obligations and (a) has not been served with (or threatened with) a notice of insolvency or bankruptcy; (b) no petition has been filed or action initiated by the Borrower(s) or any of the Borrower's creditors or any outside party towards the Borrower's insolvency or winding-up or bankruptcy or for declaration or registration as a Sick Company under the provisions of the Insolvency & Bankruptcy Code, 2016 or any other similar legislations in force; (c) the Borrower's name is not included in a Defaulter List, published by Reserve Bank of India (RBI), Credit Information Bureau (India) Limited (CIBIL) or any other credit bureau or authority under law or regulation indicating persons in or connected with default, irregularity or violation of any kind;
- 3.3 The Borrower(s), its business and the purpose for which the Loan is to be utilized does not violate any Law, statute, order, decree, rule, regulation, bye-law, notification, policy or guideline of the Central or State Government or any authority applicable to the Borrower(s);
- 3.4 There has not been any claim which has been received by but not met with by the Borrower nor is the Borrower in default in respect of payment of any dues or meeting with any obligation;
- 3.5 The Borrower(s) declares that all information given in the application for the Loan and the supporting documents including KYC documents is absolutely correct, true and complete and no misrepresentation, either directly or otherwise, has been made. ECLFL shall be entitled to take such action as it deems fit in the event the Borrower(s) provides any inaccurate, false information to ECLFL and/or misrepresents in any manner whatsoever any inaccuracy or falsehood or misrepresentation on the part of the Borrower(s);



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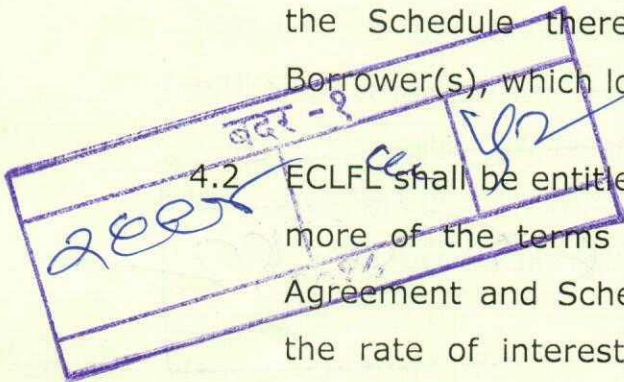
- 3.6 Except to the extent disclosed to ECLFL: - (a) all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arms lengths basis; (b) no director or a relative/ near relation (as specified by RBI) of a director of a finance company (including ECLFL) or a relative/ near relation (as specified by RBI) of a senior officer of the finance company (as specified by RBI) is: - a partner of the Borrower(s), or of a subsidiary of the Borrower(s), or a guarantor on behalf of/for/to the Borrower(s) or holds substantial interest, in the Borrower(s) or a subsidiary or the holding company of the Borrower(s);
- 3.7 The Borrower(s) shall pay all duties, levies, costs and other expenses incurred or suffered by ECLFL in the course of and/or for reason of providing the Loans and/or other sums to the Borrower(s) including the costs, expenses (including attorney's fees) for enforcing this Agreement or for recovery of the Loan and all amounts payable under this Agreement;
- 3.8 These representations, declarations and warranties shall be deemed to be repeated every day during the life of the Loan;



ARTICLE - 4

THE LOAN, REPAYMENT & CREDIT SHIELD

- 4.1 Relying on the representations, information, declarations and warranties made by the Borrower(s) hereinabove and in the Loan Application together with supporting documents including KYC documents thereof, ECLFL agrees to lend to the Borrower(s) the sum as specified in Schedule to the Agreement and subject to the terms and conditions contained herein and the Agreement and in the Schedule thereto for the business requirement of the Borrower(s), which loan is hereinafter referred to as the "**Loan**";
- 4.2 ECLFL shall be entitled, in its sole discretion, to amend any one or more of the terms and conditions of this General Terms, the Agreement and Schedule/s thereto (including but not limited to the rate of interest, method of computation of interest, pre-



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closure charges, cheque return charges etc.) and also cancel and withdraw the Loan in full or part, without there being any necessity to assign a reason or give a prior notice;

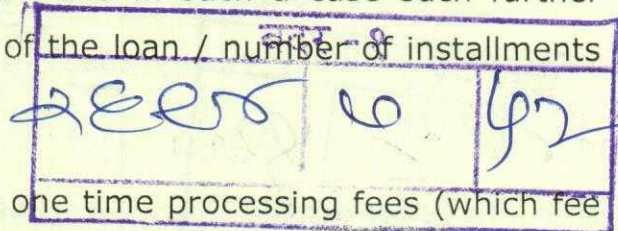
- 4.3 The Loan shall be disbursed by ECLFL in the manner as described in the Schedule to the Agreement and repayable by the Borrower(s) by way of monthly installments as stated in the Schedule.
- 4.4 Wherever the Borrower(s) has agreed to avail credit shield for the Loan (i.e. insurance on the life of an individual as Borrower for the benefit on it available to ECLFL towards repayment of the Loan in the event of the Borrower's death prior to repayment of the Loan or otherwise), the premium towards such insurance will be paid by ECLFL from the proceeds of the Loan amount as described in the Schedule to the Agreement.



ARTICLE – 5

INTEREST & COSTS

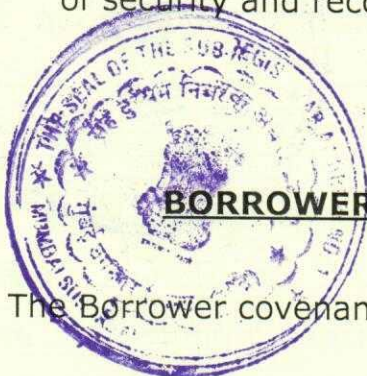
- 5.1 All amounts borrowed under the Loan and not due and payable (thus not in default) shall attract interest computed on daily outstanding and charged monthly at monthly rests at such rate as stated in the Schedule to the Agreement as may be amended or determined by ECLFL from time-to-time at ECLFL's sole discretion and payable by equated monthly installment (EMI) as stated in the said Schedule;
- 5.2 An amount due but not paid and outstanding (thus in default) shall attract interest at default interest rate as stated in the Schedule to the Agreement and charged in the same manner as for the amounts not in default and in such a case such further interest would be the tenure of the loan / number of installments will be readjusted;
- 5.3 The Loan shall further attract one time processing fees (which fee shall be deducted by ECLFL at the time of disbursement of the Loan or by collecting advance money from the Borrower as the case may be), pre-closure (i.e. pre payment or payment ahead of



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previously agreed repayment schedule) and other charges as specified in the Schedule to the Agreement as may be amended or determined by ECLFL from time-to-time at ECLFL's sole discretion;

- 5.4 The Loan shall further attract tax / levy as may become applicable in terms of relevant laws;
- 5.5 ECLFL shall be entitled to recover from the Borrower, without any notice, all amounts due but not paid by the Borrower to the debit of the Borrower's account with any branch of ECLFL;
- 5.6 ECLFL shall be entitled to recover from the Borrower all amounts demanded to ECLFL or incurred by ECLFL in relation to the Loan and documentation in relation to the Loan including but without limitation to the stamp duty and penalty and cost of enforcement of security and recovery of the amounts due under the Loan.

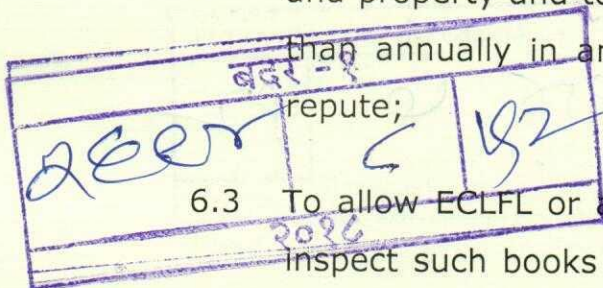


ARTICLE - 6

BORROWER's COVENANTS AND UNDERTAKINGS

The Borrower covenants and undertakes with ECLFL as follows:-

- 6.1 To conduct its business with honesty, integrity, diligence and efficiency in compliance with applicable laws and regulations and to keep ECLFL informed about major business developments as may occur from time-to-time;
- 6.2 To maintain books of accounts and other records relating to its business as statutorily required and in keeping with the customary practices in the line of the Borrower's business so as to reflect the true and correct position of the Borrower's business and property and to have its accounts periodically (but not longer than annually in any case) audited by chartered accountants of repute;
- 6.3 To allow ECLFL or any of its nominees, agent, representatives to inspect such books and records and furnish to ECLFL information as may be required by ECLFL from time-to-time;



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- 6.4 To utilize the Loan for the purpose for which it is granted as stated in the Agreement and shall warrants not to utilize the Loan for any antisocial, unlawful, or speculative purposes;
- 6.5 To observe the terms and conditions of the Agreement and any further document executed pursuant hereto and to notify ECLFL forthwith upon its knowledge about any Event of Default or any other breach or default in respect thereof.

ARTICLE - 7

EVENTS OF DEFAULT

At the option of ECLFL and without necessity of any demand upon or notice to the Borrower(s), all of which is hereby expressly waived by the Borrower(s) and notwithstanding anything contrary contained in the Agreement and the Schedule thereto or any other Loan Document, the entire Obligations including interest, costs, expenses etc., shall become payable immediately forthwith irrespective of any agreed maturity upon the happening of any of the following events (each such event is hereinafter referred to as "Event of Default"): -

- 7.1 The Borrower(s) fails to pay to ECLFL the Loan or any fee, charges or costs in the manner herein contained, when due and payable under the Agreement including but not limiting to any EMI or any other amount due hereunder or otherwise remains unpaid to ECLFL;
- 7.2 The Borrower(s) commits a default of any of the terms and conditions in respect of any other loan or facility provided by ECLFL and/or all the companies / entities / subsidiaries / affiliates thereof under ECLFL's group and the same is not remedied to the satisfaction of ECLFL within such time as ECLFL may in its absolute discretion specify;
- 7.3 The Borrower(s) fails to pay any amount or meet with any obligation when due to any person other than ECLFL including but not limited to any other bank(s) / financial institution(s) / society(ies) etc. or any event of default being constituted in relation to any of the Borrower's credit, borrowal or any other

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arrangement with any other person than ECLFL;

- 7.4 Any person other than ECLFL accelerating repayment (i.e. demanding repayment ahead of the previously agreed repayment schedule) due from the Borrower(s) to such other person under the Borrower's credit, borrowal or any other arrangement with that person;
- 7.5 The Borrower(s) commits breach of any covenants and undertakings or any other terms and conditions of the Agreement or any other agreement made pursuant hereto or any of the representation(s) or warranty(ies) of the Borrower(s) made herein being or becoming untrue or incorrect;
- 7.6 Any of the guarantee(s) provided by the Borrower(s) being or becoming invalid or unavailable;
- 7.7 The Borrower(s) fails to furnish any information or documents that may be required by ECLFL;
- 7.8 If a Electronic Clearance Service ("ECS")/ Standing Instruction(s) ("SI") in respect of any payment is not paid on the due date thereof;
- 7.9 In case the Borrower(s) revokes his consent to participate in the ECS/SI mode without obtaining the prior written consent of ECLFL;
- 7.10 There is any change in the constitution, management or existing ownership or control of management or of share capital of the Borrower(s);
- 7.11 The Borrower(s) being or becoming unable to carry on business for any reason;
- 7.12 Any steps for the liquidation, winding-up or appointment of a receiver of the Borrower's assets coming to ECLFL's notice;

- 7.13 Proceedings by any authority, court of law or professional body or association, for any misconduct or breach/violation of any law or regulations or code of conduct, etc., are taken against the Borrower(s);

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- 7.14 Where the Borrower(s), or where the Loan has been provided to more than one Borrower, any of the Borrowers (s), is dies (applicable in case of an individual);
- 7.15 There exists any other circumstance or event, which, in the sole opinion of ECLFL, jeopardizes ECLFL's interests.
- 7.16 In the event of the Borrower(s) committing any act of default and/or on the occurrence of any Event of Default as aforesaid, then notwithstanding anything to the contrary herein contained and without prejudice to ECLFL's right, or in any other agreement, document or instrument between the Borrower(s) and ECLFL shall be entitled at its absolute discretion to *inter-alia*:

- (i) ECLFL shall be entitled to cancel and / or withdraw the Loan and Call upon the Borrower(s) to pay forthwith the entire amount outstanding of the Loan together with interest, outstanding interest, costs, expenses etc. and all sums payable by the Borrower(s) to ECLFL under this Agreement and/or any other agreements, documents or instruments between the Borrower(s) and ECLFL;
- (ii) To adopt criminal and/or civil proceedings against the Borrower(s) / Guarantor, including but not limited to for dishonour of cheques under Section 138 of Negotiable Instruments Act, 1881 (as amended) or under Section 25 of Payment and Settlement System Act, 2007 and / or to invoke guarantee;
- (iii) Without any prior or further notice to the Borrower(s), disclose to the RBI or any other authority or any other third person or agency such as CIBIL, the name / identity of the Borrower(s) and the fact of the Borrower(s) having committed the act of default with full details thereof;
- (iv) Exercise ECLFL's right of lien and set-off all monies and accounts standing in the Borrower's name in the records/ books of ECLFL;

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- (v) Without prejudice to the above, ECLFL shall have the right to proceed against the Borrower(s) independent of any right of lien/set-off to recover the outstanding dues from the Borrower(s);
- (vi) It is clarified that the rights and remedies of ECLFL are cumulative in nature and the decision of ECLFL shall be conclusive and binding upon the Borrower(s) on the question whether any of the events of Default happened.

ARTICLE – 8

REPAYMENT / PRE-PAYMENT BY BORROWER

8.1 The Loan (including but not limited to the principal, interest thereon) shall be repayable by the Borrower(s) to ECLFL by way of Equated Monthly Installment ("EMI") as mentioned in the Schedule to the Agreement or any other mode at the Branch (or at any other branch of ECLFL or at any other place notified by ECLFL at the sole discretion of ECLFL;

8.2 by separate repayments in case where: -

- i) towards repayment of Penal interest, premium, fees, charges, taxes, levies, duties, claims, costs and expenses charged to the Loan account; or
- ii) towards repayment of interest tax as may be notified by ECLFL to the Borrower(s).

8.3 The Borrower(s) shall also provide to ECLFL, such number of post-dated cheques, drawn in the name of ECLFL towards pre EMI / EMI, repayment of facility amount, in the manner and form as ECLFL may intimate to the Borrower(s) while providing the Loan. However, if the Loan is prepaid the Post Dated Cheque(s) ("PDC or PDCs") will be cancelled and returned to the Borrower(s);

8.4 The Borrower(s) may if he / she / it / they so choose(s), with the previous written permission of ECLFL, issue SI or authorize payment to ECLFL through the Electronic Clearing System [ECS] approved by the Reserve Bank of India [RBI] to ECLFL in which

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the Borrower(s) has/have an account, to debit the account of the Borrower(s) every month or such period as the case may be agreed mutually by the parties and credit such account as directed by ECLFL, for value of the EMI due;

- 8.5 In case there is change in interest rates ECLFL may, at its sole discretion: - (i) change the tenure of the Loan and EMI would remain constant; or (ii) EMI amount would change and tenure would remain unchanged; or (iii) change in both the tenure of the loan and EMI;
- 8.6 In such event the old PDCs would be returned to the Borrower(s) and the Borrower(s) would be obliged / bound to submit new / fresh PDCs to ECLFL. Similarly, in the mode of repayment by SI / ECS, the Borrower(s) shall be obliged / bound to submit new / fresh mandate for SI / ECS from his / her / their respective Banks authorizing the payment to ECLFL;
- 8.7 No notice, reminder or intimation will be given to the Borrower(s) regarding his / her / their obligation to pay the EMI regularly on each due date. It shall entirely be his / her / their responsibility to ensure prompt and timely payment to ECLFL. Any delay or default in payment of any EMI shall make the Borrower(s) liable to pay to ECLFL, Interest at the Penal Interest Rate (for the period of such default) as mentioned in the Schedule to the Agreement, besides constituting a default thereby making all sums under the Agreement due and payable to ECLFL forthwith. The payment shall be deemed to have been made only on realization and credit for payments shall be given only on realization;
- 8.8 All repayments of principal and payment of interest and all other amounts by way of EMI shall be given effect to in the Loan account (only upon realization of cheques / demand drafts or receipt of credit under SI / ECS instructions) in accordance with the method of effecting payment as stated in the Schedule or as adopted by ECLFL from time-to-time;
- 8.9 Prepayment: - The Borrower (s) shall be entitled to prepay the Loan, either partly or fully, any time during tenure as per the rules

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of ECLFL and prevailing governing norms, including as to payment of prepayment charges, calculated on the part prepayment on the amount being partly prepaid or on full prepayment amount, for the time being in force in that regard. The Borrower(s) shall liable to pay the Prepayment charges, @ 4% or any other rate which may be applicable at that time as per the Lending policy of ECLFL. The Borrower(s) shall also liable to pay the Prepayment charges, on the amount prepaid during of past 12 (twelve) months immediately preceding the date on which the entire amount is prepaid;

- 8.10 Notwithstanding anything contrary contained in the Agreement and / or Scheduler thereto, it is clearly agreed and understood between the Parties that Loan granted under the Agreement is a loan on call and may be recalled by ECLFL at any time without assigning any reason by making demand in writing upon the Borrower(s) and the Borrower(s) shall be liable and bound to repay / pay entire Loan outstanding immediately on demand;



ARTICLE - 9

BORROWER(S) COVENANTS, ACCEPTANCE AND ACKNOWLEDGEMENT

The Borrower further covenants, accepts, agrees and acknowledges that: -

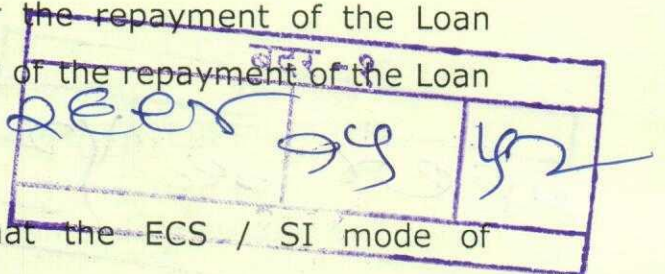
- 9.1 Notwithstanding anything contrary contained in the Agreement and / or Schedule thereto, the Borrower(s) expressly agreed that ECLFL shall have the right to recall the Loan at any time at its discretion, without assigning any reasons for such recall, and upon such recall, the Loan and all other amounts stipulated by ECLFL shall become due and payable forthwith;

- 9.2 Without prejudice to the aforesaid, ECLFL, in its absolute discretion, permits the Borrower(s) to repay the Loan, and the interest payable thereon, in monthly installments as per the repayment schedule specified in the Schedule to the Agreement,

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which installments are hereinafter referred to as "The Equated Monthly Installments" or "EMI".

- 9.3 The repayment schedule to the Agreement for the Loan is without prejudice to the rights of ECLFL to re-compute the interest in case of variation of the same, and on such re-computation payments shall be made by the Borrower(s) in accordance with such amended repayment schedule as may be intimated by ECLFL to the Borrower(s).
- 9.4 The Borrower(s) shall reimburse or pay to ECLFL, on demand, the amount paid or payable by it to any Governmental authority or any other regulatory agency, on account of any interest tax or other tax, levies, charges etc. levied by such Government authority or agency on the interest or any other amount / service(s) (and/or other charges) payable to ECLFL,
- 9.5 The due date for the repayment of EMIs shall be 5th of every month following the month of disbursement in respect of the Loan. Payment instructions shall be presented starting the 1st of every month, however the Loan of the Borrower(s) shall not be considered past due or attract past due charges / penalty charges / bounce charges, if the payment is received by the 5th of the respective month. Strict compliance with the repayment Schedule is an essential condition for the grant and continuance of the Loan. Any delay in the payment of an EMI shall entail an additional interest as specified in the Schedule to the Agreement without prejudice to the other rights of ECLFL in respect of such default.
- 9.6 The Borrower(s) agrees to issue ECS and SIs (hereinafter referred to as 'Repayment Instructions') for the repayment of the Loan and is fully cognizant that dishonor of the repayment of the Loan is a criminal offence under the law;
- 9.7 The Borrower(s) acknowledges that the ECS / SI mode of repayment is issued in favor of ECLFL in advance for the payment of the EMIs and ECLFL may at any time at its sole discretion with prior notice to the Borrower(s) make a demand for the repayment



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to be made by issue of. The Borrower(s) undertakes that the Borrower(s) shall not revoke the ECS / SI mode for payment of the EMIs during the tenure of this Agreement except with the prior approval of the ECLFL;

9.8 In case the Borrower(s) revokes his / her / their consent to participate in the ECS/SI mode without obtaining the prior written consent of ECLFL, the same shall be deemed to be an Event of Default as mentioned in Article – 7 above of this General Terms and without prejudice to other rights and remedies available to ECLFL under the Agreement and/or under any other applicable law in force, ECLFL shall have the right to forthwith recall the Loan without giving any notice to the Borrower(s). Notwithstanding anything contained herein ECLFL shall have the right to initiate criminal action under the laws applicable for the time being in force against the Borrower(s);

9.9 The Borrower(s) shall be liable to pay a charge not exceeding Rs. 500/- or such other amount as may be stipulated by ECLFL from time-to-time, for dishonor of any Repayment Instruction on the first presentation of the Repayment Instruction and a further charge not exceeding Rs.1,000/- or such other amount as may be stipulated by ECLFL from time-to-time, on dishonor on the second presentation of the Repayment Instruction. This would be without prejudice to the rights of ECLFL under the Negotiable Instruments Act, 1881 (as amended) or Payment and Settlement Systems Act, 2007 and other rights of ECLFL under this Agreement or otherwise;

9.10 Any dispute, including about the interest computation, shall not entitle the Borrower(s) to withhold payment demanded by ECLFL and/or payment of any EMI;

9.11 The Borrower(s) shall be liable for all amounts due and all costs etc. incurred for any recovery proceedings in respect of the Loan;

9.12 The records maintained by ECLFL shall be conclusive proof of the amounts outstanding from and due by the Borrower(s). A certificate in writing signed by an officer of ECLFL stating the

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amount due at any particular time shall be conclusive evidence as against the Borrower(s). However, nothing herein shall prejudice ECLFL's interests or rights if there is any clerical or arithmetical error in the interest calculations due and payable by the Borrower;

- 9.13 The Borrower(s) agree and authorize ECLFL to provide his / her / their monthly/quarterly Statement(s) of Loan Account, including services such as enquiry about the outstanding balances in his / her / their account(s), transfer of funds or any other services and communications, as ECLFL may decide, *via* e-mail, to the e-mail address(s) provided by the Borrower(s). The Borrower(s) understand that that it is his / her / their responsibility to review all statement of account(s) and other communications and all information contained therein shall be binding on the Borrower, if he / she / they fail to intimate objections, if any, within 24 hours after such documents are available to him / her / them.

The Borrower(s) further agrees that ECLFL may provide such services either directly or through its associates or contracted service providers. The Borrower(s) further understands that it is his / her / their sole responsibility to intimate ECLFL about change in email address, if any. The Borrower(s) agrees and admits that non receipt of bounced mail notification by ECLFL shall amount to delivery of the documents at the email ID of the Borrower(s). The Borrower(s) agrees to take all the necessary steps to ensure confidentiality and secrecy of his / her / their password and login name ID;

- 9.14 All notices, requests, demands, letters, waivers and other communications and documents shall be sent by ECLFL to the Borrower(s) at the last intimated address of the Borrower(s) and shall be deemed to have been duly delivered if (a) delivered personally; (b) mailed, certified or registered mail with postage prepaid; (c) sent by next day or overnight mail/courier or delivery; or (d) sent by telecopy/fax or telegram. All writings from the Borrower(s) to ECLFL must be received from the Borrower(s) by ECLFL at the address specified in the Schedule;

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9.15 The Borrower(s) shall notify ECLFL in writing of any change in the Borrower's address within a week of the said change;

9.16 The Borrower(s) expressly recognizes and accepts that ECLFL shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled and have full power and authority to appoint one or more third parties as ECLFL may select and to delegate to such third party all or any of its functions, rights and powers under the Agreement relating to administration of the Loan including the right and authority to collect and receive on behalf of ECLFL from the Borrower(s) any payments and other amounts due by the Borrower under this Agreement and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, attending the residence or office of the Borrower or otherwise contacting the Borrower(s) (including the authorized signatory(ies) / representative(s), Guarantor(s) of the Borrower(s)), receiving cash/ cheques, drafts / mandates from the Borrower(s) (including the authorized signatory(ies) / representative(s), Guarantor(s) of the Borrower) and giving valid and effectual receipts and discharge to the Borrower(s). For the purpose aforesaid, ECLFL shall be entitled to disclose to any such third parties (including the authorized signatory(ies) / representative(s), Guarantor(s) of the Borrower(s)) all necessary or relevant information pertaining to the Borrower(s) and the Loan and the Borrower(s) hereby consents to such disclosure by ECLFL;

9.17 Notwithstanding the above, in the event of the Borrower(s) committing any act of default and/or the occurrence of any Event of Default, the Borrower(s) expressly accepts and authorizes ECLFL and/or any such third party as ECLFL may select to contact any third party(ies) (including the authorized signatory(ies), representative(s), Guarantor(s), the adult family members, secretary, accountants etc. of the Borrower(s)) and disclose all necessary or relevant information pertaining to the

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Borrower(s) and the Loan and the Borrower(s) hereby consents to such disclosure by ECLFL (and/or any such third party as ECLFL may select). The Borrower(s) further expressly authorizes ECLFL (and/or any such third party as ECLFL may select) to receive payments or such other security as may be offered by such third parties (including authorized signatory (ies), representative(s), Guarantor(s), the adult family members, secretary, accountants etc. of the Borrower(s)) towards discharge of the Loan;

9.18 The Borrower(s) hereby agrees that the occurrence of any Event of Default hereunder shall also be treated as an event of default under any other loan facility being availed by the Borrower(s) from ECLFL and/or all the companies/ entities / subsidiaries / affiliates of ECLFL and ECLFL is hereby authorized by the Borrower(s) to retain and to continue to hold and / or set off / realize / sell any assets and Securities (including but not limited to fixed deposits and/ or all monies and/or accounts standing in the Borrower's name) of the Borrower(s) held by ECLFL as a security and/or otherwise and adjust the proceeds thereof towards repayment of the Loan including any interest and other charges due and payable by the Borrower(s) to ECLFL and/or all the companies / entities / subsidiaries / affiliates of ECLFL;

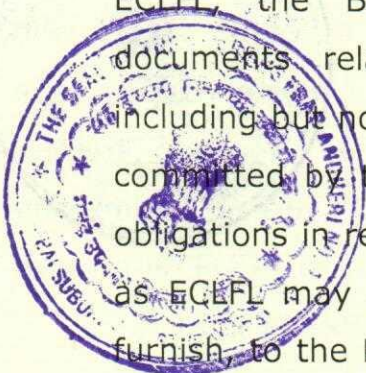
9.19 The Borrower(s) expressly recognizes and accepts that ECLFL shall, without reference to or intimation to the Borrower(s), be absolutely entitled and have full power and authority, to sell and /or assign to any third party or person as ECLFL may decide the Loan and all outstanding dues under this Agreement in any manner, in whole or in part including security if any, created in its favour, and/or any other rights under this Agreement and on such terms as ECLFL may decide including reserving to ECLFL the power to proceed against the Borrower(s), on behalf of the assignee or transferee, in the event of default in payment of any amounts due by the Borrower(s) under the Agreement. Any such sale or assignment shall bind the Borrower(s) and the Borrower(s) shall accept the third party as its sole creditor or creditor jointly with ECLFL, as the case may be, and in such event the Borrower(s) shall pay to ECLFL or such creditor or as

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ECLFL may direct the outstanding amounts due from the Borrower(s) under the Agreement;

9.20 The Borrower(s) does hereby indemnify and agree to keep indemnified ECLFL from time-to-time and at all times hereafter against all claims, costs, losses and expenses that may be incurred by ECLFL by reason of any act or default on the part of the Borrower(s) in respect of the Loan and/or for the recovery of the outstanding dues (including legal / attorney fee) and/or on account of failure of the Borrower(s) of any of the terms and conditions herein or any act of omission or commission by the Borrower(s) in connection with this Agreement;

9.21 The Borrower accepts, confirms and consents for the disclosure and sharing by ECLFL of all or any information and data relating to the Borrower, its directors, partners as the case may be, the Loan Facilities, any other transactions that the Borrower has with ECLFL, the Borrower's account, and the agreements and documents related to the Loan Facilities and transactions, including but not limited to information relating to default, if any, committed by the Borrower, in the discharge of the Borrower's obligations in relation to the Loan Facilities or other transactions, as ECLFL may deem appropriate and necessary to disclose and furnish, to the Reserve Bank of India ("RBI") and/or to the Credit Information Bureau (India) Ltd (CIBIL) and/or to any other agency or body as authorized in this behalf by RBI, to other ECLFL's including assignees and potential assignees, to its professional advisers and consultants and to its service providers instructed by it in relation to the loan Facilities, and/or as required under law or any applicable regulation, at the order of a court of law, or at the request or order of any statutory, regulatory or supervisory authority with whom it customarily complies. The Borrower undertakes and covenants that it shall provide all information, including information regarding other credit facilities enjoyed by the Borrower, as and when required by ECLFL. The Borrower declares that the information furnished to ECLFL from time-to-time is and shall be true and correct. The Borrower: - (a) accepts that the RBI or CIBIL and any other



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agency so authorized, any statutory, regulatory or supervisory authority or other lenders, may use, process, disseminate the said information and data disclosed by ECLFL in such manner as deemed fit by them in any particular circumstances; and (b) shall not hold ECLFL at all responsible or liable in this regard;

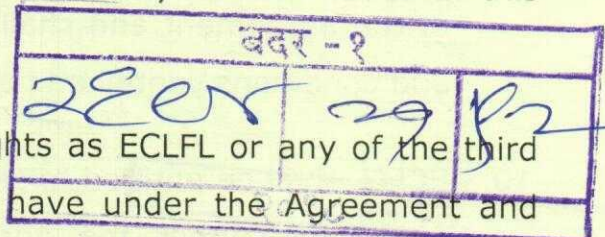
9.22 The Borrower(s) hereby undertakes to keep ECLFL informed and authorizes ECLFL to update any change in the Borrower's e-mail ID, Telephone number, Mobile number and Address that ECLFL may be informed of or be available with ECLFL and/or any of ECLFL's subsidiaries/ affiliates/ associates and / or all the companies / entities / subsidiaries / associates of ECLFL and hereby authorizes ECLFL to contact the Borrower(s), by post, fax, telephone, e-mail, SMS/ text messaging. The Borrower(s) hereby expressly authorizes ECLFL, its authorized representatives, agents, servants and third parties as appointed under the provisions of Clause 9.15 and 9.16 above to use the information provided by the Borrower to get in touch with the Borrower(s) (including the authorized signatory(ies)/ representative(s), Guarantor(s) and third parties including the family members of the Borrower(s)) whose information the Borrower(s) has provided to ECLFL;

9.23 The Borrower(s) further acknowledges that ECLFL shall also be entitled to disclose all aforesaid information / documents etc. pursuant to the order / direction of the Court of law / Tribunal / Arbitrator, as and when required;

9.24 ECLFL shall be entitled to exercise this right of disclosure without being required to inform and/or issue any further notice in this respect to the Borrower(s);

9.25 Without prejudice to all other rights as ECLFL or any of the third parties appointed by ECLFL may have under the Agreement and under law, on the occurrence of an Event of Default, the Borrower(s) may be sent reminders from time-to-time for settlement of any outstanding under the Loan Facility, by post,

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fax, telephone, e-mail, SMS text messaging via mobile phone or any other mode of communication at the relevant time;

9.26 Subject to the Borrower(s) paying the EMIs in the manner provided in the Agreement, and at the request of the Borrower(s) in this regard, ECLFL may at its sole discretion and subject to the applicable terms and conditions therefore, allow the Borrower(s) to avail of a loan facility of an amount and tenor as is mutually agreed to between ECLFL and the Borrower(s). Such loan facility amount shall be sanctioned by way of exchange of letters and / or execution of additional Agreement or any other documents on terms and conditions mentioned therein which will form part and parcel of the Agreement and the amount will be disbursed to the Borrower(s);

9.27 Anything which is being asked by ECLFL from the Borrower (s) has / have to be done within a reasonable time line which is defined by ECLFL.



ARTICLE – 10

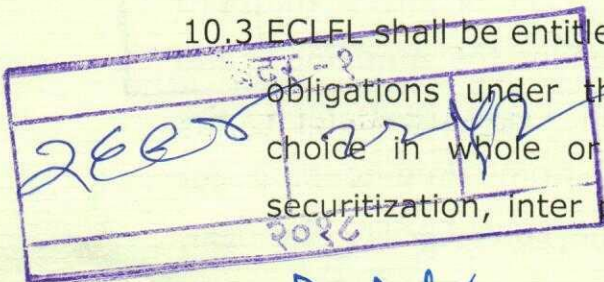
GENERAL

10.1 ECLFL shall have a right to appropriate the payments received from the Borrower(s) in the following order: -

- (a) Firstly, towards costs, charges, expenses and other moneys payable to ECLFL;
- (b) Secondly, towards interest payable to ECLFL; and
- (c) Lastly, towards the principal sums due and payable to ECLFL.

10.2 The Schedule attached to the Agreement shall be an integral part of the agreement and shall be read in conjunction with the terms and conditions contained herein;

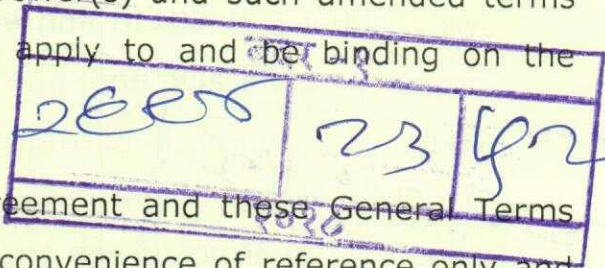
10.3 ECLFL shall be entitled to sell, assign or transfer ECLFL's rights and obligations under the Agreement to any person(s) of ECLFL's choice in whole or in part and in such manner (by way of securitization, inter participation or otherwise) and on such terms



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as ECLFL may decide. Any such arrangement shall conclusively bind the Borrower(s);

- 10.4 The Borrower(s) shall not be entitled to directly or indirectly assign the benefit or obligation of the Agreement without the prior written permission of ECLFL;
- 10.5 Any delay in exercising or omission to exercise any right, power or remedy accruing to ECLFL under the Agreement or any other Agreement or document shall not impair any such right, power or remedy and shall not be construed to be waiver thereof or any acquiescence in any default; nor shall the action or inaction of ECLFL in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of ECLFL in respect of any other default;
- 10.6 ECLFL may at any time and without notice to the Borrower(s) combine or consolidate all or any of the accounts held in the Borrower's name or any other account(s) of which the Borrower(s) is the (sole) beneficial owner whether in its own name or in the name of a commercial entity of which the Borrower(s) is the sole proprietor, with any Branch or Branches of ECLFL irrespective of the title of any such account or the currency in which any such account may be denominated.
- 10.7 Any provision of the Agreement or General Terms hereof being or becoming illegal or unenforceable for any reason shall not affect the legality and enforceability of the remainder of the provisions of the Agreement or these General Terms;
- 10.8 ECLFL may amend the above terms and conditions, at any time without prior notice to the Borrower(s) and such amended terms and conditions will thereupon apply to and be binding on the Borrower(s);
- 10.9 All clause headings in the Agreement and these General Terms hereof have been inserted for convenience of reference only and shall not affect the interpretation of the provisions of the Agreement or General Terms hereof.

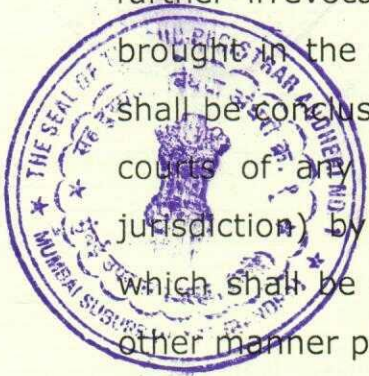


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10.10 The Agreement and these General Terms shall be governed by the laws of India and in all matters arising out of the Agreement and General Terms hereof the Borrower(s) hereto, Borrower(s) agrees that the courts and tribunals where the branch is situated, shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Agreement and these General Terms and that accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of or in connection with the Agreement and these General Terms may be brought in such courts or the tribunals and the Parties irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts or tribunals;

10.11 The Borrower(s) irrevocably waives any objection now or in future, to the laying of the venue of any Proceedings in the courts and tribunals where the branch is situated and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgement in any Proceedings brought in the courts and tribunals where the branch is situated shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgement, a certified copy of which shall be conclusive evidence of such judgement, or in any other manner provided by law;

10.12 Nothing contained in this Section, shall limit any right of ECLFL to take Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction whether concurrently or not and the Borrower(s) irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Borrower(s) irrevocably waives any objection it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum;



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10.13 Settlement of Disputes: - Any differences or disputes arising out of or touching the terms and conditions of the Agreement or these General Terms shall be settled amicably in the first instance. Unresolved disputes or differences shall be referred to a sole Arbitrator, who shall be appointed by ECLFL only and the Borrower(s) shall have no objection to the same. The Arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The award of the Arbitrator shall be final, conclusive and binding on the parties. The venue of such arbitration proceedings shall be in Mumbai and shall be conducted in the English language only;

10.14 The Agreement and General Terms hereof shall come to an end upon ECLFL having, to its satisfaction, received all dues and outstanding, and payments, required to be made by the Borrower(s) to ECLFL.

IN WITNESS WHEREOF, I have executed this Declaration at Mumbai on this 7th day of March 2018, in the presence of the following witnesses.

WITNESSES: -

For ECL Finance Limited

P.S. Dalvi

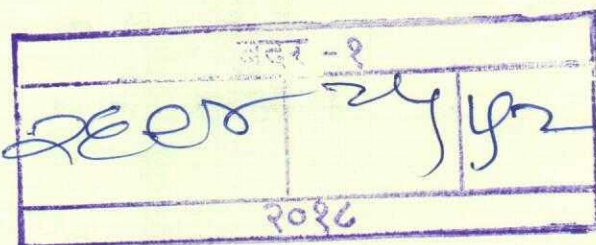
Authorized signatory

1) **Ashish Gupta**

Ashish Gupta

2) **Moumita Chakravarty**

Moumita





28/11/2012

FORM 18

[Pursuant to section 146 of the Companies Act, 1956]

Notice of situation or change of situation of registered office

Form Language

☒ English

☐ हिन्दी

Note - All fields marked in * are to be mandatorily filled.

1. * This form is for ☐ New company ☒ Existing company

2. (a) * Form 1A reference number (Service request number (SRN) of Form 1A) or corporate identity number (CIN) of company

U65990MH2005PLC154854

(b) Global location number (GLN) of company

Pre-Fill

3.(a) Name of the company

ECL FINANCE LIMITED

(b) Address of the registered office of the company

14TH FLOOR, EXPRESS TOWERS,
NARIMAN POINT,
MUMBAI
Maharashtra
INDIA
400021

(c) Name of office of existing Registrar of Companies(RoC)

Registrar of Companies, Mumbai

(d) Purpose of the form

- ☒ Change within local limits of city, town or village
☐ Change outside local limits of city, town or village
☐ Change in office of RoC within same state
☐ Change in state within office of same RoC
☐ Change in state outside office of existing RoC

4. Notice is hereby given that

(a) The address of the registered office of the company with effect from

☒ 15/04/2011 (DD/MM/YYYY) is

☐ The date of incorporation of the company is

*Address Line I Edelweiss House, Off. C.S.T Road, Kalina,

Line II

* City

Mumbai

* District

Mumbai City

* State

Maharashtra-MH

Country

INDIA

* Pin code

400098

* e-mail ID

cs@edelcap.com

(b) * Name of office of proposed RoC or new RoC

Registrar of Companies, Mumbai

(c) The full address of the police station under whose jurisdiction the registered office of the company is situated

* Name

Bandra - Kurla Complex Police Station

* Address Line I

MMRDA Marg, Opp. ICICI Bank,

Line II

Bandra-Kurla Complex, Bandra (E),

* City

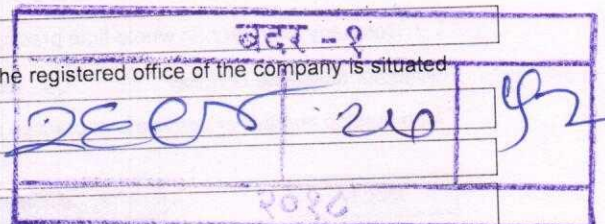
Mumbai

* State

Maharashtra-MH

* Pin code

400051



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5.(a) SRN of Form23

(b) SRN of relevant form

(Mention the SRN of related Form 1AD, 21; if applicable)

6.(a) Date of order of company law board (CLB) or any other competent authority

(DD/MM/YYYY)

(b) Petition number

Attachments

List of attachments

1. Optional attachment(s) - if any

Attach

Verification

Remove Attachment

To the best of my knowledge and belief, the information given in this form and its attachments is correct and complete.

☒ I have been authorised by the Board of directors' resolution number 6 to sign and submit this form

dated 14/10/2006

(DD/MM/YYYY)

☐ I am authorised to sign and submit this form.

To be digitally signed by

Managing director or director or manager or secretary of the company

RAJEEV DEVI
PRASAD
MUMBAI
K37092

* Designation

Director

* Director identification number of the director or Managing Director; or Income-tax permanent account number (income-tax PAN) of the manager; or Membership number, if applicable or income-tax PAN of the secretary (secretary of a company who is not a member of ICSI, may quote his/ her income-tax PAN)

00198137

Certificate

It is hereby certified that I have verified the above particulars (including attachment(s)) from the records of

ECL FINANCE LIMITED

and found them to be true and correct. I further certify that all required attachment(s) have been completely attached to this form.

☒ Chartered accountant (in whole-time practice) or ☐ Cost accountant (in whole-time practice) or ☐ Company secretary (in whole-time practice)

RAM
PRASAD
RAMSWAR
OOP SONE

* Whether associate or fellow

☐ Associate

☒ Fellow

* Membership number or certificate of practice number

104796

Modify

Check Form

Prescrutiny

Submit

For office use only:

Affix filing details

eForm Service request number (SRN)

eForm filing date

(DD/MM/YYYY)

Digital signature of the authorising officer

This e-Form is hereby registered

Confirm submission

Date of signing

(DD/MM/YYYY)

भारतीय रिज़र्व बैंक

गैर-बैंकिंग पर्यवेक्षण विभाग
मुंबई क्षेत्रीय कार्यालय

RESERVE BANK OF INDIA
DEPARTMENT OF NON-BANKING SUPERVISION
MUMBAI REGIONAL OFFICE



पंजीकरण प्रमाण पत्र CERTIFICATE OF REGISTRATION

(जनता की जमा राशियां स्वीकार करने के लिए वैध नहीं)
(Not valid for accepting Public Deposits)

संख्या-13.01831

No.

भारतीय रिज़र्व बैंक अधिनियम, 1934 की धारा 45 झ क के द्वारा भारतीय रिज़र्व बैंक को प्रदत्त शक्तियों का प्रयोग करते हुए

ईसीएल फिनान्स लिमिटेड

दूसरी तरफ दी गयी शर्तों पर जनता से जमा राशियां स्वीकार किये बिना गैर-बैंकिंग वित्तीय संस्था का कारोबार प्रारंभ करने / करते रहने के लिए यह



पंजीकरण प्रमाण पत्र

जारी किया गया।

In exercise of the powers conferred on the Reserve Bank of India by Section 45 IA of the Reserve Bank of India Act, 1934

ECL FINANCE LIMITED

is hereby granted

Certificate of Registration

to commence / carry on the business of non-banking financial institution without accepting public deposits subject to the conditions given on the reverse.

Certified True Copy
For ECL Finance Limited
[Signature]
Company Secretary

मेरे हस्ताक्षर के अधीन एप्रिल

दो हजार छः

को चौबीस तारीख को जारी किया गया।

this twenty fourth day of

Given under my hand at

Mumbai

April Two Thousand SIX



(P.C.Sahoo)

(महा प्रबंधक / डी. पी. प्रबंधक)

General Manager / Deputy General Manager

1. पंजीकरण प्रमाणपत्र अथवा उसकी प्रमाणित प्रतिलिपि आपकी कंपनी के पंजीकृत कार्यालय में तथा अन्य कार्यालयों, शाखाओं में, यदि कोई हों, प्रदर्शित की जायेगी।	1. The Certificate of Registration or a certified copy thereof shall be kept displayed at the Registered Office and other offices, branches, if any, of your company.
2. आपकी कंपनी को पंजीकरण प्रमाणपत्र भारतीय रिजर्व बैंक अधिनियम, 1934 के अध्याय III बी के अंतर्गत निर्धारित समस्त शर्तों तथा मानदंडों का निरंतर पालन किये जाने की शर्त के अधीन जारी किया जा रहा है।	2. The Certificate of Registration is issued to your company subject to your continued adherence to all the conditions and parameters stipulated under Chapter III B of the Reserve Bank of India Act, 1934.
3. आपकी कंपनी को बैंक द्वारा जारी तथा उस पर यथालागू निर्देशों, दिशानिर्देशों / अनुदेशों, आदि की अपेक्षाओं का पालन करना होगा।	3. Your company shall be required to comply with all the requirements of the Directions, guidelines / instructions, etc. issued by the Bank and as applicable to it.
4. यदि आपकी कंपनी प्रत्यक्ष या परोक्ष रूप से विज्ञापनों आदि में यह दर्शाना चाहती है कि उसके पास भारतीय रिजर्व बैंक द्वारा जारी किया गया पंजीकरण प्रमाण पत्र है तो इस तरह के विज्ञापन में निम्नानुसार विवरण अनिवार्य रूप से शामिल किया जाना चाहिये :- "कंपनी के पास भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 45 डा क के अंतर्गत भारतीय रिजर्व बैंक द्वारा जारी दिनांक _____ का वैध पंजीकरण प्रमाण पत्र है। तथापि भारतीय रिजर्व बैंक कंपनी की वित्तीय सुदृढ़ता की वर्तमान स्थिति अथवा कंपनी द्वारा दिये गये किसी विवरण अथवा प्रतिवेदन अथवा व्यक्त की गयी किसी राय की सत्यता के लिए और कंपनी द्वारा जमा राशियों की अदायगी / देयताओं के उन्मोचन के लिए कोई जिम्मेदारी अथवा गारंटी स्वीकार नहीं करता।"	4. If your company desires to indicate directly or indirectly in any advertisement, etc. that the company is having a Certificate of Registration issued by the Reserve Bank of India, such advertisement should invariably contain a statement as under : "The company is having a valid Certificate of Registration dated <u>April 24, 2006</u> issued by the Reserve Bank of India under Section 45 IA of the Reserve Bank of India Act, 1934. However, the RBI does not accept any responsibility or guarantee about the present position as to the financial soundness of the company or for the correctness of any of the statements or representations made or opinions expressed by the company and for repayment of deposits / discharge of liabilities by the company."
5. आपकी कंपनी को जनता की जमा राशियां स्वीकार करने / रखने में अनुमति नहीं है।	5@. Your company is not allowed to accept / hold public deposits.
6. आपकी कंपनी को जनता से क्रेडिटॉल कोई भी जमा राशि स्वीकार नहीं करनी चाहिए। दो वर्ष की अवधि तक परिचालन में रहने के बाद यदि कंपनी जनता से जमा राशियां जुटाना चाहे तो वह दो वर्ष के लेखा परीक्षित वार्षिक पत्र और किसी मान्यता प्राप्त साख निर्धारण एजेंसी से मीयादी जमा राशियों के लिए साख निर्धारण (क्रेडिट रेटिंग) के साथ बैंक से अनुरोध कर सकती है। आपकी कंपनी हमसे विशिष्ट अनुमोदन प्राप्त करने के बाद ही जनता की जमा राशि स्वीकार करेगी।	6*. Your company must not accept any public deposits for the time being. After the company has been in operation for a period of two years, if it intends to raise public deposits, it may approach the Bank with the audited Balance Sheets for two years and a credit rating for fixed deposits from one of the recognised rating agencies. Your company will accept public deposits only after obtaining specific approval from us.
7. गैर बैंकिंग वित्तीय कंपनी के रूप में कारोबार प्रारंभ करने की तारीख से बैंक को अवगत कराया जाये।	7. The date when your company has commenced business as a non-banking financial institution may be advised to the Bank.
@ उन कंपनियों पर लागू, जिन्हें उनके बोर्ड के इस संकल्प के आधार पर पंजीकरण प्रमाणपत्र जारी किया गया है कि वे भारतीय रिजर्व बैंक की लिखित पूर्वानुमति के बिना जनता की जमा राशियां स्वीकार नहीं करें। * जनवरी 9, 1997 को या उसके बाद निर्गमित नयी कंपनियों पर लागू।	@ Applicable to companies, to whom Certificate of Registration has been issued on the basis of their Board Resolution not to accept public deposits without prior written permission of RBI. * Applicable to new companies incorporated on or after January 9, 1997

INCOME TAX PAN SERVICES UNIT

(Managed by National Securities Depository Limited)

3rd Floor, Sapphire Chambers, Near Baner Telephone Exchange,

Paper Price: 411-945



Dear Sir / Madam,

PAN AABCE4916D

Your request for change in details in PAN data has been processed as per change / correction form submitted by you.

We wish to inform you that quoting of PAN on return of income tax and challans for payment of taxes is necessary to ensure accurate credit of taxes paid by you and faster processing of return of income. Please quote PAN on all communications with the department as it helps to improve taxpayer service.

Income Tax Department maintains a website : www.incometaxindia.gov.in for providing information and services to citizens. This site also contains detailed information of PAN.



PKG ID : PLC10741701 / 48 / 131 / 13/08/2011 / EXP



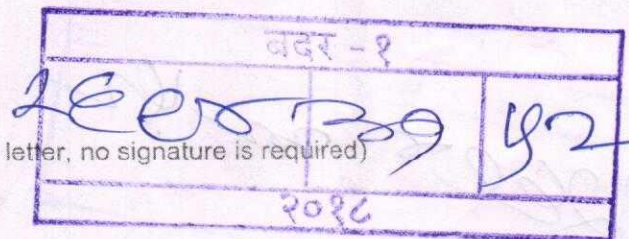
MUM / 331 / 617001006561543161 / 57978057

ECL FINANCE LIMITED

ECL FINANCE LIMITED
OFFICE 294/3
EDELWEISS HOUSE
VIDYA NAGARI MARG
UNIVERSITY ROAD KALINA SANTACR
MUMBAI
MAHARASHTRA - 400098
TEL. NO.: 22 40885816

Certified True Copy
For ECL Finance Limited

Company Secretary



(This being a computer-generated letter, no signature is required)

INCOME TAX PAN SERVICES UNIT

Ministry of Revenue, Government of India

Income Tax Department, New Delhi

Section 139A

Form No. 139A

Income Tax Department

Page No.

Particulars

Income Tax Department

Income Tax Department

Income Tax Department

Income Tax Department

Income Tax Department

Income Tax Department

Income Tax Department



For ECL Finance Limited

Company Secretary

2005	2006	2007
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Certified true extract of the resolution passed by the Operations Committee of ECL Finance Limited at its meeting held on February 28, 2018

"RESOLVED that in supersession of the Resolution passed by the Committee at its meeting held on December 19, 2017, the following persons be and are hereby severally authorised on behalf of the Company to sign and execute the documents including but not limited to Loan agreement(s), Indenture of Mortgage, Mortgage Deed and to accept the title deeds/documents for the purpose of creation of mortgage by way of deposit of title deeds, Standard Terms and Conditions Document(s) forming part of Loan agreement(s) and / or General Terms and Conditions Document(s) forming part of the Loan agreement(s) or otherwise and all other deeds and documents with the Borrower(s) in connection with the loans provided by the Company, to appear before the office of the Sub - Registrar of Assurances and to submit any deed(s) or document(s) and to take all such steps, as may be necessary for the purpose of registration of such documents and to sign affidavit(s), declaration(s), undertaking(s), document(s) and other necessary papers and to do all such acts, matters deeds and things, as may be necessary for giving effect to this Resolution: -

Mr. Mayank Soti
Mr. Kulbir Singh Rana
Mr. Umesh Wadhwa
Mr. Akhil Mangla
Mr. Sanjeev Rastogi
Ms. Hina Kamra
Mr. Hari Ram Misra
Mr. Randhir Singh
Mr. Puskal Goel
Mr. Rahul Mahipal
Mr. Nilesh Kumar Jain
Mr. Deepak Maheshwari
Mr. Shishir Kumar
Mr. Vikesh Agrawal
Mr. Sanjeev Pandey
Mr. Mahesh Dubey
Mr. Chirayush Agrawal
Mr. Sourabh Agrawal
Ms. Gouri Puri
Mr. Sheen Paul
Mr. Akshay Kumar
Mr. Sagar Sawarkar
Mr. Sreekumar K.
Mr. Gaurav Kale
Mr. Siddharth Purandare
Mr. Amit Chandak



ECL Finance Limited

Corporate Identity Number : U65990MH2005PLC154854

Registered Office : Edelweiss House, Off CST Road, Kalina, Mumbai 400098 ☎ +91 22 4009 4400 www.edelweissfin.com

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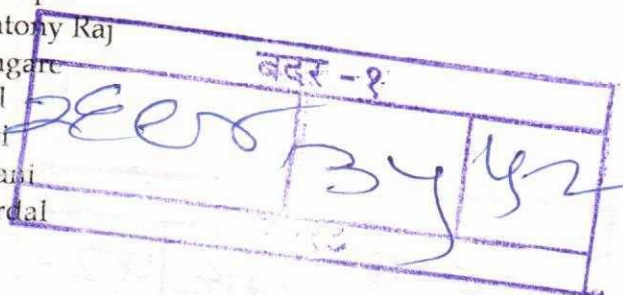
22/11/2022



Edelweiss
Ideas create, values protect

ECL
Finance Ltd.

Mr. Sanjay Kakra
Mr. Avinash Dutta
Mr. Hardik Desai
Mr. Dinesh Agarwal
Mr. Darshak Zatakia
Mr. Aniket Bagve
Mr. Kundan Singh
Ms. Vasudha Chaudhry
Mr. Saurabh Shah
Mr. Padmanabhan Shetty
Mr. Apurva Shah
Mr. Deepinder Gogna
Mr. Himanshu Shah
Mr. Suresh Kumar
Mr. Pratik Doshi
Mr. Avdhesh Kumar
Ms. Aditi Aggarwal
Mr. Vijay Mandhayan
Mr. Praful Dalvi
Mr. Anupam G. Agrawal
Mr. Sandesh Shejwal
Mr. Yogesh Teli
Mr. Shreyas Kulkarni
Mr. Divyang Ranka
Ms. Shalini Vijayvargiya
Mr. Rohan Desai
Mr. Rochak Jain
Mr. Aliasghar Attarwala
Mr. Dev Sharma
Ms. Sapna Kotian
Mr. Sarvesh Patil
Mr. Saahil Dugar
Mr. Abhay Kumar Sinha
Mr. Gaurav Mishra
Mr. Ramesh Prajapati
Mr. Atul Prajapati
Ms. Nisha Ramakrishnan
Mr. Rakesh Haridasan
Ms. Sheetal Chhatpar
Mr. Johnson Antony Raj
Mr. Pranav Dongare
Mr. Hitesh Patel
Mr. Arun Tiwari
Mr. Anil Bakhtiani
Mr. Sachin Khurdal



ECL Finance Limited

Corporate Identity Number : U65990MH2005PLC154854

Registered Office : Edelweiss House, Off CST Road, Kalina, Mumbai 400098 ☎ +91 22 4009 4400 www.edelweissfin.com

THE SECRETARY TO THE BOARD OF DIRECTORS
MUMBAI

Dear Sir,
Reference is made to your letter dated 10.12.2018 regarding the above subject.
The Board of Directors has considered the matter and has decided to grant the request.
The same is being forwarded to you for your information and necessary action.
Yours faithfully,
The Secretary to the Board of Directors



2018 12/12



Edelweiss
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ECL
Finance Ltd.

Mr. Yashwant C.
Ms. Komal Vaddadi
Mr. Lakshmikanth S.
Mr. Apurva Sharma
Mr. Hitesh Solanki
Mr. Aman Sharma
Mr. Nilang Jain
Ms. Shaifali Wadhwa
Mr. Mukesh Lakhotia
Mr. Shagun Dhingra
Mr. Avinash Meena
Mr. Shourya Suhag.
Mr. Jagannath Bisoyi
Mr. Satyavir Singh
Mr. Ambesh Singh
Mr. Vivek Mishra
Mr. Amit Mishra
Mr. Mithilesh B
Mr. Rakesh Patel
Mr. Jitendra Kamble
Mr. Avinash Khare
Mr. Manoj Mehra
Mr. Madanlal Pandey
Mr. Rajan Jha
Mr. Anil Baktiani
Mr. Chandan Singh
Mr. Aman Srivastava
Mr. Gaurank Kolte
Mr. Sumit Sharma
Mr. Tikam Sachdev
Mr. Ashish Vadera
Mr. Prasad Aadav
Mr. Ravindra Bandarkar
Mr. Vipin Zinzar
Mr. Prathmesh Chinkate
Ms. Chhaya Sawant
Ms. Linette Gonsalves
Mr. Mahesh Jadhav
Mr. Amol Sawant
Mr. Akshay Jain
Ms. Shwethashri Shetty
Mr. Sudesh Laxman Kashelkar
Mr. Rahul Rajat
Mr. Rahul Ashok
Mr. Rajneesh Baid



नंबर - १		
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ECL Finance Limited

Corporate Identity Number : U65990MH2005PLC154854

Registered Office : Edelweiss House, Off CST Road, Kalina, Mumbai 400098 ☎ +91 22 4009 4400 www.edelweissfin.com

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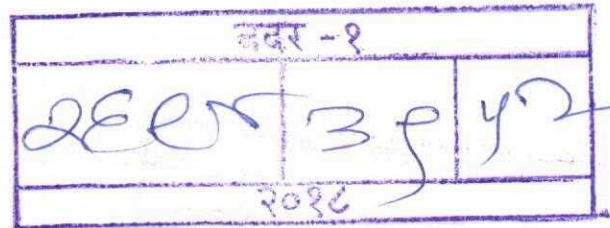
Edelweiss
Ideas create, values protect

ECL
Finance Ltd.

Mr. Sumit S. Sharma
Mr. Koutuk Badagavi
Mr. Prithvi Saraswat
Mr. E Balu
Mr. Jigar P Thakkar
Mr. Tarun Joshi
Mr. Ankit Goyal
Mr. Bopanna K
Mr. Chandrakanth Tiwari
Ms. Prathyusha Mittla
Ms. Richa Goenka
Ms. Vidhi Mehta
Mr. Manash Sinha
Mr. Sanket K Shah
Mr. Debojyoti Roy
Mr. Kaustubh Patil
Mr. Prabhakaran G
Mr. Suman Dasgupta
Ms. Sarika Samant
Mr. Jatin Shukla
Ms. Seema Naik
Mr. Amit Dang
Mr. Ankit S Sharma
Mr. Suman Pal"

For ECL Finance Limited


Shekhar Prabhudesai
Company Secretary



ECL Finance Limited

Corporate Identity Number : U65990MH2005PLC154854

Registered Office : Edelweiss House, Off CST Road, Kalina, Mumbai 400098 @ +91 22 4009 4400 www.edelweissfin.com

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2005 100 1/2



भारत सरकार
GOVERNMENT OF INDIA



प्रफुल्ल श्रीधर दळवी
Praful Shridhar Dalvi
जन्म तारीख / DOB: 26/04/1959
पुरुष / MALE
Mobile No.: 9323737601



8176 9210 9513

माझी आधार, माझी ओळख

P.S. Dalvi



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address:
C/O, A-303 Satya Deep C H
S, Near Mahalaxmi Nagar,
Gut Number 239, Nere
Village, Nere, Raigarh,
Maharashtra - 410206

पता:
ए-303 सत्या डीप सी एच एस, महालक्ष्मी
नगर जवळ, गुट नंबर 239, नरे ब्राग,
नरे, रायगड,
महाराष्ट्र - 410206

Generation Date: 24/10/2017

Download Date: 31/10/2017



1947
1800 300 1947

help@uidai.gov.in

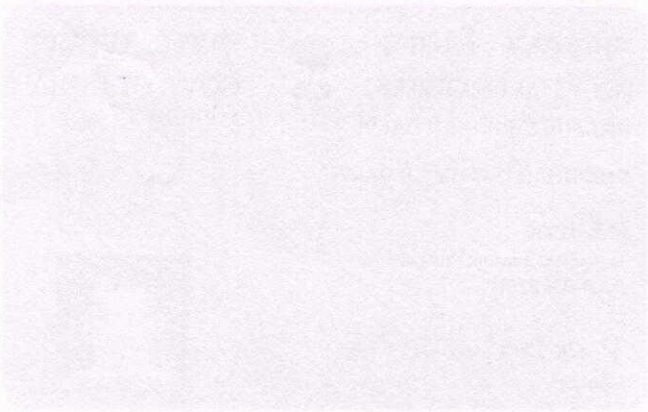
www.uidai.gov.in

P.O. Box No. 1947
Bengaluru-560 001

P.S. Dalvi

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A rectangular box containing handwritten text. On the left, the year '2005' is written in a cursive script. On the right, the date '20/12' is written in a similar cursive script. The box is outlined with a thin black border.



P.2.D.29



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P.2.D.29



भारत सरकार



आशिष गुप्ता

Ashish Gupta

जन्म तारीख/ DOB: 16/01/1976

पुरुष / MALE

3766 2747 1628



माझे आधार, माझी ओळख



भारतीय निविष्ट पहचान प्राधिकरण

भारतीय निविष्ट पहचान प्राधिकरण

पत्ता:

Address

वडिलाचे/आईचे नांव: अरुण
कुमार गुप्ता, फ्लॅट
नं.7, कल्पतरू अपार्टमेंट,
हलीस्कार मार्ग, प्रभादेवी,
मुंबई, मुंबई,
महाराष्ट्र - 400025

S/O: Arun Kumar Gupta,
Flat No.7, Kalpataru
Apartment, Hatiskar Marg,
Prabhadevi, Mumbai,
Mumbai,
Maharashtra - 400025



1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No.1947,
Bengaluru-560 001



Ashish Gupta

बंदर - १		
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2-755		
बंद-3		
2608	04	82
1086		



भारतीय विशिष्ट ओळख प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

नोंदणी क्रमांक / Enrolment No.: 0000/00474/47348

To
मौमिता जयंत चक्रवर्ती
Moumita Jayant Chakravarty
C/O Jayant Chakravarty
A-502, Magnum Mahavir Majestik C H S
L B S Marg
Kanjurmarg (west)
Next To Toyo House, Behind D Mart
Mumbai
Bhandup West
Mumbai Suburban Maharashtra - 400078
9819996335

Download Date: 13/11/2017

Generation Date: 02/11/2017

Signature valid

Digitally signed by Moumita Jayant Chakravarty
Unique Identification Authority of India
Date: 2017.11.03 08:51:17
IST



आपला आधार क्रमांक / Your Aadhaar No. :

9465 6414 9921

माझे आधार, माझी ओळख



भारत सरकार
Government of India



मौमिता जयंत चक्रवर्ती
Moumita Jayant Chakravarty
जन्म तारीख/DOB: 31/07/1990
महिला/ FEMALE



9465 6414 9921

माझे आधार, माझी ओळख



Government of India



सूचना

- आधार ओळखीचे प्रमाण आहे, नागरीकत्वेचे नाही।
- ओळखीचे प्रमाण ऑनलाईन ऑथेंटिकेशन द्वारा प्राप्त करा।
- हे इलेक्ट्रॉनिक प्रक्रिये द्वारा तयार झालेले एक पत्र आहे।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- आधारला देशभरात मान्यता आहे.
- आधार भविष्यात सरकारी व खाजगी सेवांचे फायदे मिळविण्यास उपयुक्त आहे.
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



Address:

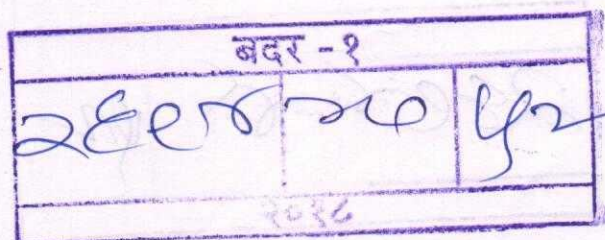
C/O Jayant Chakravarty
Magnum Mahavir Majestik C H S
B S Marg, Kanjurmarg (west)
To Toyo House, Behind D Mart,
Mumbai, Mumbai Suburban,
Maharashtra - 400078

पत्ता:

जयंत चक्रवर्ती, ए-५०२, ग्रेटमॅग्नुम महावीर
मॅग्नेटिक कॉमप्लेक्स रोसावली, प्लॉट नं.
ए-५०२, कान्जूरमार्ग (वेस्ट), टॉयो हाउस
शेजारे, डी मार्ट नॉन, मुंबई, मुंबई
उपनगर,
महाराष्ट्र - ४०००७८

9465 6414 9921

Moumita





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Handwritten signature or initials.



बदर - १		
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२०१६		

322/2694

बुधवार, 07 मार्च 2018 12:58 म.नं.

दस्त गोषवारा भाग-1

वदर1

दस्त क्रमांक: 2694/2018

दस्त क्रमांक: वदर1 /2694/2018

बाजार मूल्य: रु. 01/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

दु. नि. सह. दु. नि. वदर1 यांचे कार्यालयात

अ. क्र. 2694 वर दि.07-03-2018

रोजी 12:35 म.नं. वा. हजर केला.

पावती:3143

पावती दिनांक: 07/03/2018

सादरकरणाराचे नाव: इ सी एल फायनान्स लिमिटेड चे ऑथो सिग्नेटरी प्रफुल श्रीधर दळवी

नोंदणी फी

रु. 1000.00

दस्त हाताळणी फी

रु. 1040.00

पृष्ठांची संख्या: 52

एकुण: 2040.00

P. S. Dalvi

दस्त हजर करणाऱ्याची सही:

सह. दुय्यम निबंधक, अंधेरी क्र. १

सह. दुय्यम निबंधक, अंधेरी क्र. १

दस्तावेज प्रकार: डिक्लरेशन

मुद्रांक शुल्क: प्रतिजालेख

शिक्षा क्र. 1 07 / 03 / 2018 12 : 35 : 45 PM ची वेळ: (सादरीकरण)

शिक्षा क्र. 2 07 / 03 / 2018 12 : 36 : 22 PM ची वेळ: (फी)

वदर - १		
2694	199	42
२०१८		





07/03/2018 1 02:23 PM

दस्त क्रमांक : वदर1/2694/2018

दस्ताचा प्रकार :- डिक्लरेशन

दस्त गोपवारा भाग-2

वदर1

दस्त क्रमांक:2694/2018

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव: इ सी एल फायनान्स लिमिटेड चे ऑथो सिग्रेटरी
प्रफुल श्रीधर दळवी
पत्ता: प्लॉट नं: ऑफिस, माळा नं: -, इमारतीचे नाव:
इडेलवाईज हाऊस, ब्लॉक नं: कलिना, सांताक्रुझ पूर्व
मुंबई, रोड नं: ऑफ सी.एस.टी. रोड, महाराष्ट्र, मुम्बई.
पिन नंबर: AABCE4916D

पक्षकाराचा प्रकार

लिहून देणार
वय :- 58
स्वाक्षरी:-

P.S. Dalvi

छायाचित्र



अंगठ्याचा ठसा



वरील दस्तऐवज करून देणार तथाकथित डिक्लरेशन चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ: 07 / 03 / 2018 12 : 37 : 16 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव: आशिष - गुप्ता
वय: 42
पत्ता: सदनिका 7 कल्पतरू अपार्टमेंट हातिसकर मार्ग प्रभादेवी
मुंबई
पिन कोड: 400025

Ashish Gupta

स्वाक्षरी

छायाचित्र



अंगठ्याचा ठसा



2 नाव: मौमिता जयंत चक्रवर्ती
वय: 27

पत्ता: ए-502 मॅगनम मॅजेटिक महावीर मॅजेटिक को-ऑप हौ सो
लि बी एस मार्ग कांजूरमार्ग पश्चिम मुंबई
पिन कोड: 400078

Moumita

स्वाक्षरी



शिक्का क्र.4 ची वेळ: 07 / 03 / 2018 12 : 40 : 05 PM

सह. दुय्यम निबंधक अंधेरी क्र. १

EPayment Details.

वदर - १		
2694	492	42
२०१८		

sr. Epayment Number
1 MH011451054201718E

Defacement Number
0006268329201718

2694 /2018

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प्रमाणित करणेत येते की, या ५२ पाने आहेत.
दस्तामळे एकूण.....
पुस्तक क्र. १/वदर-१/क्रमांक २६९४ २०१८
बर नोंदला, दिनांक ७ MAR 2018

सह. दुय्यम निबंधक अंधेरी क्र. १
मुंबई उपनगर जिल्हा



08/03/2018

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 1

दस्त क्रमांक : 2694/2018

नोदणी :

Regn:63m

गावाचे नाव : 1) कोलेकल्याण

(1)विलेखाचा प्रकार	डिक्लरेशन
(2)मोबदला	0
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :, इतर माहिती: दस्तात नमुद केल्याप्रमाणे ((C.T.S. Number : - ;))
(5) क्षेत्रफळ	1) 0 NA
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-इ सी एल फायनान्स लिमिटेड चे ऑथो सिग्रेटरी प्रफुल श्रीधर दळवी वय:-58; पत्ता:-प्लॉट नं: ऑफिस, माळा नं: -, इमारतीचे नाव: इडेलवाईज हाऊस, ब्लॉक नं: कलिता, सांताक्रुझ पूर्व मुंबई, रोड नं: ऑफ सी.एस.टी.रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400098 पॅन नं:-AABCE4916D
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	
(9) दस्तऐवज करून दिल्याचा दिनांक	07/03/2018
(10)दस्त नोंदणी केल्याचा दिनांक	07/03/2018
(11)अनुक्रमांक,खंड व पृष्ठ	2694/2018
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	500
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	1000
(14)शेरा	
मुल्यांकनासाठी विचारात घेतलेला तपशील:-:	मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारानुसार आवश्यक नाही
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :	Affidavit

DECLARATION

Seema
11.11
8/3/18

GENERAL TERMS AND CONDITIONS

OF

ECL FINANCE LIMITED

DATED THIS DAY OF MARCH 2018

M/s. Dua Associates
Advocates & Solicitors,
116, Free Press House, 11th Floor,
215, Backbay Reclamation-III,
Nariman Point, Mumbai - 400 021