सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	:	**IN-DL57667679948378Y**
Certificate Issued Date	:	20-Jul-2026 12:29 PM
Account Reference	:	IMPACC (IV)/ dl952003/ DELHI/ DL-ESD
Unique Doc. Reference	:	SUBIN-DLDL95200321325497055975Y
Purchased by	:	BLACKSOIL CAPITAL PRIVATE LIMITED
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	BLACKSOIL CAPITAL PRIVATE LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	BLACKSOIL CAPITAL PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	300 (Three Hundred only)

Please write or type below this line

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Signed by: Blacksoil Capital Private Limited
Reason: Loan Agreement Signing – First Party by Blacksoil Capital Private Limited
eSigned using Aadhaar (digio.in)
Date: 2026-08-31 19:34:39 IST

Signed by: VIMALHEIGHTSCOOPERATIVE HOUSING SOCIETYLIMITED
Reason: Loan Agreement Signing – Applicant by Blacksoil Capital Private Limited
eSigned using Aadhaar (digio.in)
Date: 2026-08-30 15:22:15 IST

Stamp Reference#IN-DL57667679948378Y

blacksoil
CAPITAL PRIVATE LIMITED

Date: 30-08-2026

To,
Vimalheightscooperative Housing Societylimited
Wing Rwp & Liftvimalheightssector-3yashwantvivatownship
Maharashtra Sopara 401209,

Subject: Sanction letter/approval for Loan

Dear Ms. Vimalheightscooperative Housing Societylimited,
We, Blacksoil Capital Private Limited (Lender) are pleased to inform you that you are eligible for a loan facility from us as per the following terms :

Key Facts Statement (Borrower)

Part 1: Interest Rate and Fees/Charges

1	Loan proposal/account No.	osia0289436	Type of Loan	Secured Solar and Rooftop Solutions
2	Sanctioned Loan amount (in Rupees)	₹ 15,13,276.00 /- (Rupees Fifteen Lakh Thirteen Thousand Two Hundred and Seventy Six only)		

3 Disbursal Schedule

(i) Disbursement in stages or 100% upfront.	Tranche 1: 80 % Tranche 2: 20 % Tranche 3: %
(ii) If in stages, mention the clause of loan agreement having relevant details.	

4	Loan term (year/months/days)	48 months (from the date of disbursement)

5 Installment details

Type of installments	Number of EPIs	EPI (₹)	Commencement of repayment, post sanction
Monthly	48	42,747	5th of every month

6	(a)Interest rate (%) and type (fixed or floating or hybrid)	15.82 % / (Fixed)
	(b)Interest rate(%) and type	8.9 % / (Fixed)

7 Additional Information in case of Floating rate of interest

Reference Benchmark	Benchmark rate (%) (B)	Spread (%) (S)	Final rate (%) R = (B) + (S)	Reset periodicity (Months)		Impact of change in the reference benchmark (for 25 bps change in 'R', change in)	
				B	S	EPI (₹)	No. of EPIs
NA	NA	NA	NA	NA	NA	NA	NA

8 Fee/Charges

		Payable to the RE (A)		**Payable to a third party through RE (B)**	
		One-time/Recurring	Amount (in ₹) or Percentage (%)	One-time/Recurring	Amount (in ₹) or Percentage (%)
(i)	Processing fee (including GST)	One time	30,159	NA	NA
(ii)	Insurance charges (Premium Including GST)	NA	NA	NA	NA
(iii)	Valuation fees	NA	NA	NA	NA
(iv)	Any Other (please specify)	NA	NA	NA	NA
	a) Add on service charges (including GST)	NA	NA	NA	NA
	b) Legal document charges	NA	NA	One-time	418

9	Annual Percentage Rate (APR)	17.14 % reducing

10 Details of Contingent Charges (in ₹ or %, as applicable)

(i) Penal charges, if any, in case of delayed payment	24% p.a of the outstanding dues
(ii) Other penal charges, if any	Zero
(iii) Foreclosure charges	2%
(iv) Charges for switching of loans from floating to fixed rate and vice versa	Nil
(v) Any other charges	
(a) Late Payments /Cheque /ECS /NACH dishonoured charges	INR 590 per late payment OR dishonor of cheque/ECS/NACH per presentation. Two successive cheque bounces/ auto debit failure will lead to loan recall notice being issued
(b) Cheques & Cash Collection	We are collecting 2 undated cheques if required. One of Loan Amount & one of EMI Amount. Unused cheques will be shredded

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		~~at our end after successful repayment of the loan. Any cash collection would include additional Rs 400 per pick up.~~
	(c) Merchant Refunds & Loan Cancellations	In case of a return of a purchase to a merchant, a cancellation charge of 1.4% per month on outstanding principal would be payable.
11	KYC complied with RBI guidelines	

12	(a) Other term & condition as mentioned in Loan agreement. (b) Insurance: If the borrower has opted for insurance and not paid it upfront then the loan amount as mentioned in KFS will include applicable Insurance Premium and Service/Processing Fees as per agreed terms.	
13	Place and Date of Execution	Delhi and 30 August 2026
14	Security	Exclusive First charge by way of hypothecation of Equipment/System listed in Appendix – A and all receivables arising out of the hypothecated Equipment/System.
15	Important conditions	**(A) Subsidy Prepayment:** In the event the Borrower becomes eligible for and receives any subsidy, incentive, or financial assistance from the Central Government, State Government, or any other statutory or regulatory authority in relation to the solar project financed under this Agreement ("Subsidy"), the Borrower may utilize such Subsidy towards part prepayment of the Loan.Such part prepayment may be effected immediately upon receipt of the Subsidy or at any time thereafter, in accordance with the prepayment terms and conditions stipulated under this Agreement. Provided that where the Borrower applies the Subsidy amount towards part prepayment within seven (7) days from the date of receipt of the Subsidy, no prepayment charges shall be levied. Any part prepayment made after the said period shall be subject to applicable prepayment charges, as per the terms of this Agreement. Any amount so prepaid shall be appropriated towards reduction of the outstanding principal of the Loan, and shall result in a corresponding reduction in interest liability and/or Loan tenure, as determined by the Lender in accordance with its prevailing policies **(B) Pre-Part / Foreclosure:** 1. The Borrower shall be eligible to make a Pre-Part Payment or Foreclosure under this Agreement only after payment of at least one (1) EMI. 2. In the event the Borrower makes any Pre-Part Payment or Foreclosure before payment of the first EMI, the interest component of the first EMI shall first be deducted from the Pre-Part/Foreclosure amount, and only the remaining balance, if any, shall be adjusted towards the outstanding principal. 3. The minimum amount of any Pre-Part Payment shall not be less than the equivalent of two (2) EMIs. 4. Following any Pre-Part Payment, the Borrower shall be required to pay at least one (1) subsequent EMI before becoming eligible to make any further Pre-Part Payments. 5. All Pre-Part Payments and Foreclosures shall be subject to applicable charges, fees, or notice requirements as may be prescribed by the Lender from time to time.

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Part 2: Other Qualitative Information

1	Clause of Loan agreement relating to engagement of recovery agents	https://creditfair.in/collection_mechanism.pdf
2	Clause of Loan agreement which details grievance redressal mechanism	https://blacksoil-nbfc-docs.s3.ap-south-1.amazonaws.com/Policies/Grievance+Redressal+Mechanism+%26+Ombudsman+Policy_2025_V3_Dec%2725_Clean+2.pdf
3	Phone number and email ID of the nodal grievance redressal officer	Name: Harshita Jain Telephone: +022 6915 2200 E-mail ID.: grievanceredressal@blacksoil.co.in
4	Whether the loan is subject to transfer to other REs or securitization (Yes/No)	Yes
5	In case of lending under collaborative lending arrangements (e.g., co-lending/ outsourcing), following additional details may be furnished:	

Name of the originating RE, along with its funding proportion	Name of the partner RE along with its proportion of funding	Blended rate of interest
NA	NA	NA

6	In case of digital loans, following specific disclosures may be furnished:	
	(i) Cooling off/look-up period, in terms of RE's board approved policy, during which borrower shall not be charged any penalty on prepayment of loan	4 days
	(ii) Details of LSP acting as recovery agent and authorized to approach the borrower	https://creditfair.in/list-of-lsp
7	Details of Merchant (Seller)	Name: [OSIAN TECHNOLOGIES PRIVATE LIMITED] (OSIAN TECHNOLOGIES PRIVATE LIMITED) Address: Plot-15 Sn0-41, B-601 Meera Chs, Lk Rd Jogeshwari W Nr Osw Pl -stn, Mumbai, Mumbai, Maharashtra, 400102 Account Holder Name: OSIAN TECHNOLOGIES PRIVATE LIMITED Name Of Bank: ICICI BANK Branch: MUMBAI Account Number: 333805001207 IFSC Code: ICIC0003338
8	Declaration	I/We declare that all the particulars and information and details given are true, correct, complete and up to date in all respects and that I/We have not withheld any information whatsoever. I/We have understood the terms and conditions of the loan product of Blacksoil Capital Pvt. Ltd. and I/We agree to abide by them. I/We understand and authorize Blacksoil Capital Pvt. Ltd. to extract reports, exchange, share, part with all information relating to my loan details and repayment history information to/from other Banks/Financial institutions/ Credit Bureaus/Agencies as may be required and shall not hold Blacksoil Capital Pvt. Ltd. liable for use of this information. I/We understand and acknowledge that Blacksoil Capital Pvt. Ltd. shall have the absolute discretion without assigning any reason (unless required by applicable law) to reject my/our application and that Blacksoil Capital Pvt. Ltd 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. I/We understand and acknowledge that Blacksoil Capital Pvt. Ltd. shall not be liable for any costs, losses, damages or expenses, or other consequences, caused by such rejection of our application. I/We shall submit, sign and execute all such loan agreements and other documents as may be prescribed and required by Blacksoil Capital Pvt. Ltd. at any point of time and the applicable stamp duty shall be payable by me/us. I/We hereby authorize Blacksoil Capital Pvt Ltd to undertake the necessary Central Know Your Customer (CKYC) procedures and disclosures required for the purpose of verifying and maintaining my/our identity information as per regulatory guidelines. I/We hereby grant permission to Blacksoil Capital Pvt Ltd to conduct a CIBIL verification for the purpose of assessing my/our creditworthiness and eligibility for the financial transaction requested, in accordance with regulatory and legal requirements.
9	Customer Repayment modes directly to lender:	• Auto debit through registered NACH • Through Payment Gateway • Through online transaction (Write an email to payments@creditfair.in and we shall give you the link for repayment)
10	Purpose of Loan	For Buying/Installation of Solar Rooftop Panel.
11	Date & Place	30 August 2026 & Delhi
12	Security	Exclusive first charge by way of hypothecation of Equipment/System listed in Appendix - A and all receivables arising out of the hypothecated Equipment/System

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Computation of APR

Sr No	Parameter	Details
1	Sanctioned Loan Amount	₹ 15,13,276.00
2	Loan term (in months)	48 months
(a)	Number of installments for payment of principal, in case of non-equated periodic loans (months)	NA
(b)	Type of EPI / Amount of each EPI (in Rupees) / Nos. of EPIs	Monthly / 42,747 / 48
(c)	Number of installments for payment of capitalised interest, if any	NA
(d)	Commencement of repayments, post sanction	5th of every month
3	Interest rate type	Fixed
4	Rate of Interest	15.82 %
5	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date	₹ 538,594
6	Fee/Charges payable (Collected upfront)	₹ 30577
(a)	Payable to the RE	₹ 30159
(b)	Payable to third-party routed through RE	₹ 418
7	Net Disbursed Amount	₹ 1513276 /-
8	Total amount to be paid by the borrower	₹ 2,051,870 /-
9	Annual Percentage Rate - Effective annualized interest rate	17.14 %
10	Schedule of disbursement as per terms and conditions	Please refer to loan agreement for Disbursal schedule and other terms and conditions.
11	Due date of payment of Installment and interest	5th of every month (Also refer Repayment schedule in the welcome letter)

Exclusive of GST(*)

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INDICATIVE REPAYMENT SCHEDULE UNDER EQUATED PERIODIC INSTALMENT

(Final/revised repayment schedule will be shared with welcome letter)

Installment No.	Outstanding Principal (in Rupees)	Principal (in Rupees)	Interest (in Rupees)	Installment (in Rupees)
1	₹1,510,128.21	₹22,797.27	₹19,950.02	₹42,747.00
2	₹1,486,725.89	₹23,097.81	₹19,649.48	₹42,747.00
3	₹1,463,015.05	₹23,402.32	₹19,344.97	₹42,747.00
4	₹1,438,991.63	₹23,710.84	₹19,036.45	₹42,747.00
5	₹1,414,651.49	₹24,023.43	₹18,723.86	₹42,747.00
6	₹1,389,990.47	₹24,340.14	₹18,407.15	₹42,747.00
7	₹1,365,004.34	₹24,661.02	₹18,086.27	₹42,747.00
8	₹1,339,688.80	₹24,986.13	₹17,761.16	₹42,747.00
9	₹1,314,039.52	₹25,315.53	₹17,431.76	₹42,747.00
10	₹1,288,052.10	₹25,649.28	₹17,098.01	₹42,747.00
11	₹1,261,722.08	₹25,987.42	₹16,759.87	₹42,747.00
12	₹1,235,044.94	₹26,330.02	₹16,417.27	₹42,747.00
13	₹1,208,016.11	₹26,677.14	₹16,070.15	₹42,747.00
14	₹1,180,630.95	₹27,028.83	₹15,718.46	₹42,747.00
15	₹1,152,884.76	₹27,385.16	₹15,362.13	₹42,747.00
16	₹1,124,772.78	₹27,746.19	₹15,001.10	₹42,747.00
17	₹1,096,290.19	₹28,111.98	₹14,635.31	₹42,747.00
18	₹1,067,432.11	₹28,482.59	₹14,264.70	₹42,747.00
19	₹1,038,193.58	₹28,858.08	₹13,889.21	₹42,747.00
20	₹1,008,569.59	₹29,238.53	₹13,508.76	₹42,747.00
21	₹978,555.06	₹29,623.99	₹13,123.30	₹42,747.00
22	₹948,144.84	₹30,014.53	₹12,732.76	₹42,747.00
23	₹917,333.70	₹30,410.22	₹12,337.07	₹42,747.00
24	₹886,116.38	₹30,811.13	₹11,936.16	₹42,747.00
25	₹854,487.50	₹31,217.33	₹11,529.96	₹42,747.00
26	₹822,441.66	₹31,628.87	₹11,118.42	₹42,747.00
27	₹789,973.34	₹32,045.85	₹10,701.44	₹42,747.00
28	₹757,076.98	₹32,468.32	₹10,278.97	₹42,747.00
29	₹723,746.93	₹32,896.36	₹9,850.93	₹42,747.00
30	₹689,977.49	₹33,330.04	₹9,417.25	₹42,747.00
31	₹655,762.85	₹33,769.44	₹8,977.85	₹42,747.00
32	₹621,097.15	₹34,214.64	₹8,532.65	₹42,747.00
33	₹585,974.44	₹34,665.70	₹8,081.59	₹42,747.00
34	₹550,388.69	₹35,122.71	₹7,624.58	₹42,747.00
35	₹514,333.81	₹35,585.75	₹7,161.54	₹42,747.00
36	₹477,803.60	₹36,054.88	₹6,692.41	₹42,747.00
37	₹440,791.80	₹36,530.21	₹6,217.08	₹42,747.00

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38	₹403,292.07	₹37,011.80	₹5,735.49	₹42,747.00
39	₹365,297.96	₹37,499.74	₹5,247.55	₹42,747.00
40	₹326,802.96	₹37,994.11	₹4,753.18	₹42,747.00
41	₹287,800.47	₹38,495.00	₹4,252.29	₹42,747.00
42	₹248,283.80	₹39,002.49	₹3,744.80	₹42,747.00
43	₹208,246.16	₹39,516.67	₹3,230.62	₹42,747.00
44	₹167,680.70	₹40,037.63	₹2,709.66	₹42,747.00
45	₹126,580.45	₹40,565.46	₹2,181.83	₹42,747.00
46	₹84,938.36	₹41,100.25	₹1,647.04	₹42,747.00
47	₹42,747.29	₹41,642.09	₹1,105.20	₹42,747.00
48	₹0.00	₹42,204.70	₹556.22	₹42,761.00
Total		₹1,513,289.63	₹538,593.92	₹2,051,870.00

Each of the Borrowers hereby confirms that the contents of this Agreement/terms and conditions were read out and explained to them and they have understood the same.
IN WITNESS WHEREOF, the Parties hereto have executed these presents at the place and on the day, month, and year mentioned hereinabove.
This sanction letter will only be a letter of offer and shall stand revoked and cancelled, if there are any material changes in the proposal for which the Loan is sanctioned or; If any event occurs which, in our sole opinion is prejudicial to our interest or is likely to affect the financial condition of the Borrowers or his / her/ their ability to perform any obligations under the loan or; any statement made in the loan application or representation made is found to be incorrect or untrue or material fact has concealed or; upon completion of the validity period of 3 days of this offer unless extended by us in writing.

Subsidy Prepayment

In cases where the Borrower receives a government subsidy for the solar project, the Borrower shall be obligated to prepay an amount equivalent to the subsidy to the Lender immediately upon receipt or within seven (7) days from the date of receipt, whichever is earlier. Such prepayment shall be applied towards the outstanding principal, and the Borrower shall be eligible for a corresponding interest benefit on the prepaid amount, in accordance with the applicable terms and conditions of the loan agreement as per the 3(3.4) of Subsidy Prepayment Clause. A penalty of 2% per month will be applied on the subsidy amount if the subsidy payment is not made within 7 days from the date of receipt of the same.

Best Regards,
BlackSoil Capital Private Limited

blacksoil
CAPITAL PRIVATE LIMITED

BlackSoil Capital Private Limited
Non Banking Finance Company . CIN No. U67120MH1995PTC084946
Tower A, 502, Peninsula Corporate Park, Senapati Bapat Marg, Lower Parel (W), Mumbai – 400 013, Maharashtra

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CONSENT LETTER FOR SOLAR ROOFTOP CUSTODY

To,
BlackSoil Capital Private Limited
Address: 1203, Lodha Supremus, Senapati Bapat Marg, Lower Parel (W), Mumbai – 400 013, Maharashtra

Sub: Consent for Custody of Solar Rooftop Asset upon Event of Default

Dear Sir/Madam,

I/We, Vimalheightscooperative Housing Societylimited, residing at / having registered office at Wing Rwp & Liftvimalheightssector-3yashwantvivatownship Maharashtra Sopara 401209, do hereby acknowledge and confirm that I/we have availed a loan facility ("Loan") from BlackSoil Capital Private Limited ("Lender") for the purpose of installation of a solar rooftop system ("Asset/Equipment") at the premises located at Wing Rwp & Liftvimalheightssector-3yashwantvivatownship Maharashtra Sopara 401209.

In consideration of the Loan granted, and in accordance with the terms and conditions of the Loan Agreement executed between the Lender and the undersigned Borrower(s), I/we hereby irrevocably and unconditionally give my/our full, informed, and express consent to the Lender to take custody and possession of the aforesaid Solar Rooftop Asset/Equipment in the event of any default in payment of EMIs or any other dues under the Loan.

In the event of default in payment, without the requirement of any court intervention, order or decree, I/we grant the Lender the full right, title, and authority to enter the premises, access the Asset/Equipment, and take custody, possession, and control of the Asset/Equipment until such time as the outstanding dues are fully paid or settled.

I/We further confirm and agree that:

a. The decision of the Lender on whether an Event of Default has occurred shall be final, binding, and conclusive on the Borrower(s).
b. Upon taking custody of the Solar Rooftop Asset/Equipment due to a default, the Lender shall have the full right to sell or dispose of the said Asset/Equipment in any commercially reasonable manner for the purpose of recovery of outstanding dues, without the need for court intervention or order.
c. After custody of the Asset/Equipment is taken, a Loan Settlement Letter will be issued to the Borrower within 8 to 10 working days, and the said loan will be reported as 'Settled' in the CIBIL Credit Bureau.
d. Any amount paid towards down payment, advance payment, or EMIs shall not be refunded to the Borrower at the time of custody or thereafter.
e. In the unfortunate event of the death of the Borrower, the legal heirs/family members shall be liable to clear the outstanding dues, and they shall not raise any objection to the Lender taking custody or possession of the solar rooftop system.
f. This Consent shall remain valid and binding throughout the tenure of the Loan and until full and final settlement of all dues.
g. I/We shall render full cooperation and not obstruct, interfere with, or object to such recovery action or custody by the Lender or its authorized representative(s).

This Consent Letter forms an integral part of the Loan documentation and shall be read in conjunction with the Loan Agreement and other related documents.

Thanking you,

Yours faithfully,

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दिनांक: 30-08-2026

सौर रूफटॉप की कस्टडी के लिए सहमति पत्र

प्रति,
ब्लैकसॉइल कैपिटल प्राइवेट लिमिटेड
पता: 1203, लोढ़ा सुप्रीमस, सेनापति बापट मार्ग, लोअर परेल (W), मुंबई – 400 013, महाराष्ट्र

विषय: भुगतान में डिफ़ॉल्ट होने की स्थिति में सौर रूफटॉप संपत्ति की कस्टडी के लिए सहमति

महोदय/महोदया,

मैं/हम, Vimalheightscooperative Housing Societylimited, निवासी / कार्यालय का पता Wing Rwp & Liftvimalheightssector-3yashwantvivatownship Maharashtra Sopara 401209, यह प्रमाणित करते हैं कि मैंने/हमने ब्लैकसॉइल कैपिटल प्राइवेट लिमिटेड (जिसे आगे "ऋणदाता" कहा गया है) से ऋण सुविधा (Loan) प्राप्त की है, जो कि मेरे/हमारे स्थान Wing Rwp & Liftvimalheightssector-3yashwantvivatownship Maharashtra Sopara 401209 पर सौर रूफटॉप सिस्टम ("संपत्ति/उपकरण") की स्थापना के लिए ली गई है।

ऋण समझौते की शर्तों के अनुसार, मैं/हम बिना किसी शर्त और स्थायी रूप से इस बात की पूरी सहमति देते हैं कि यदि किस्तों या किसी अन्य बकाया राशि के भुगतान में कोई डिफ़ॉल्ट होता है, तो ऋणदाता को उपरोक्त सौर रूफटॉप सिस्टम/उपकरण की कस्टडी और कब्जा लेने का पूरा अधिकार होगा।

ऐसी स्थिति में, मैं/हम ऋणदाता को यह अधिकार देते हैं कि वह मेरी/हमारी संपत्ति पर जाकर, सौर सिस्टम/उपकरण को देख सके, कब्जे में ले सके और तब तक अपने पास रख सके जब तक कि सभी बकाया राशि पूरी तरह से चुका नहीं दी जाती।

मैं/हम आगे यह पुष्टि करते हैं और सहमत हैं कि:

a. डिफ़ॉल्ट (बकाया चुकाने में चूक) की घटना हुई है या नहीं, इस बारे में ऋणदाता का निर्णय अंतिम, बाध्यकारी और निर्णायक होगा।
b. डिफ़ॉल्ट की स्थिति में सोलर रूफटॉप संपत्ति/उपकरण की कस्टडी लेने के पश्चात, ऋणदाता को उक्त संपत्ति/उपकरण को किसी भी व्यावसायिक रूप से उचित तरीके से बेचने या निपटाने का पूरा अधिकार होगा, बकाया राशि की वसूली के उद्देश्य से, और इसके लिए किसी न्यायालय की अनुमति या आदेश की आवश्यकता नहीं होगी।
c. कस्टडी लिए जाने के बाद, 8 से 10 कार्यदिवसों के भीतर ऋणकर्ता को एक "ऋण निपटान पत्र" (Loan Settlement Letter) जारी किया जाएगा, और संबंधित ऋण को CIBIL क्रेडिट ब्यूरो में 'सेटल्ड' (Settled) के रूप में रिपोर्ट किया जाएगा।
d. डाउन पेमेंट, अग्रिम भुगतान या ईएमआई के रूप में दिया गया कोई भी भुगतान कस्टडी के समय या उसके बाद ऋणकर्ता को वापस नहीं किया जाएगा।
e. यदि दुर्भाग्यवश ऋणकर्ता की मृत्यु हो जाती है, तो कानूनी उत्तराधिकारी/परिवार के सदस्य बकाया राशि चुकाने के लिए उत्तरदायी होंगे और सोलर रूफटॉप सिस्टम की कस्टडी लेने या कब्जे को लेकर किसी प्रकार की आपत्ति नहीं करेंगे।
f. यह सहमति-पत्र ऋण की पूरी अवधि के दौरान और सभी बकाया राशि के पूर्ण और अंतिम निपटान तक वैध और बाध्यकारी रहेगा।
g. मैं/हम पूर्ण सहयोग प्रदान करेंगे और ऋणदाता या उसके अधिकृत प्रतिनिधियों द्वारा की गई वसूली कार्रवाई या कस्टडी प्रक्रिया में किसी प्रकार की बाधा, हस्तक्षेप या आपत्ति नहीं करेंगे।

यह सहमति पत्र ऋण दस्तावेज़ों का एक आवश्यक हिस्सा है और इसे ऋण समझौते एवं अन्य संबंधित दस्तावेज़ों के साथ पढ़ा जाना चाहिए।

आपका धन्यवाद।

आपका विश्वासपात्र,

Signed by: Blacksoil Capital Private Limited
Reason: Loan Agreement Signing – First Party by Blacksoil Capital Private Limited
eSigned using Aadhaar (digio.in)
Date: 2026-08-31 19:34:39 IST

Signed by: VIMALHEIGHTSCOOPERATIVE HOUSING SOCIETYLIMITED
Reason: Loan Agreement Signing – Applicant by Blacksoil Capital Private Limited
eSigned using Aadhaar (digio.in)
Date: 2026-08-30 15:22:15 IST

LOAN CUM HYPOTHECATION AGREEMENT

THIS LOAN CUM HYPOTHECATION AGREEMENT (hereinafter the **"Agreement"**) is made and executed at place and date mentioned in Key Facts Statement – I hereof between Person(s) named in Key Facts Statement hereof (hereinafter referred to as the "Borrower(s)", which expression shall, unless it be repugnant to the subject or context hereof, include its successors and permitted assigns) of the ONE PART AND BLACKSOIL CAPITAL PRIVATE LIMITED, a company incorporated under the Companies Act, 2013 CIN _U67120MH1995PTC084946_ and registered as a non-banking financial services company within the meaning of the Reserve Bank of India ("RBI") Act, 1934 having its registered office address at 1203, Lodha Supremus, Senapati Bapat Marg, Lower Parel (W), Mumbai – 400 013, Maharashtra and Corporate Office Address at Innov8 Coworking, Pride Plaza Hotels, Asset 5-A Hospitality District, New Delhi, Delhi 110037 (hereinafter referred to as "Lender", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the OTHER PART. The Borrower(s) and the Lender where the context so requires, are hereinafter, collectively referred to as the "Parties" and individually as a "Party".

WHEREAS

A. The Borrower(s) has/have approached the Lender with a request to avail the Loan to be extended to the Borrower(s) for purchase and installation of Equipment/System listed pursuant to Key Facts Statement.
B. Pursuant to those mentioned above, the Lender has agreed to grant the Loan requested for, upon the terms and conditions of this Agreement, Sanction Letter (as defined below), other Loan Documents and upon acceptance and adherence by the Borrower(s) such other terms and conditions as may be deemed necessary and notified from time to time by the Lender.
C. The Parties herein agree that the Sanction Letter (as defined below), key facts statement and its annexures/appendices duly accepted by the Lender will form an integral part of this Loan Agreement. In case of any inconsistency, the terms of the Sanction Letter, key facts statement and its annexures/appendices will prevail unless provided otherwise provided in such documents.
D. The Parties herein are desirous of executing this Agreement as below which sets out the general terms and conditions of the Loan.

NOW, THEREFORE, in consideration of the preceding and the mutual covenants and agreements outlined in this Agreement and based on the representations, warranties, covenants, agreements and indemnities offered by the Borrower(s), the Parties hereby agree as follows.

1. DEFINITIONS AND INTERPRETATION

1.1 For this Agreement, the following words and expressions shall, unless the context otherwise requires, have the meaning set out below.

a. **"Affiliate"** means, in relation to any Person which is a body corporate, a subsidiary of that person or a holding company of that person or any other subsidiary or a holding company and in relation to any person which is an individual, the Relatives (as defined in the Companies Act, 2013) of such Person (as defined below).
b. **"Agreement"** means this Agreement entered hereto and as amended from time to time and shall include the Sanction Letter, Key Facts Statement, Annexures, Appendices duly accepted by the Parties.
c. **"Applicable Law"** shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or decision or determination by any statutory or regulatory authority whether in effect as of the date of this Agreement or thereafter and in each case as amended from time to time.
d. **"Application Form"** means the application form as prescribed by the Lender from time to time and filled and submitted to the Lender by the Borrower(s) to avail Loan from the Lender.
e. **"Borrower(s)"** means the Person(s) (defined below) who is/are the applicant(s) for the Loan and includes the Person(s) named in Key Facts Statement below. Each Borrower shall be jointly and severally liable to discharge all Obligations (defined below) to the Lender as per the terms of this Agreement and other Loan Documents.
f. **"Business Day"** means normal working day but does not include a day on which the Lender is closed or a public holiday or holiday announced by any regulatory body or a Saturday or Sunday.
g. **"Charges"** shall mean and include processing charges, service charges, pre-payment charges, cheques bounce charges, collection and recovery charges, legal cost to be paid to the Lender by the Borrower(s).
h. **"Default Rate"** shall mean the additional amount calculated as per the Sanction Letter and payable by the Borrower(s) to the Lender on account of any delay in payment of any Equated Monthly Instalment or breach of terms of the Loan Documents as the case may be applicable.
i. **"Due Date"** means each of the dates in every month on which the Equated Monthly Instalments and Interest together with any other costs, charges and expenses, if any, are due and repayable by the Borrower(s) to the Lender.
j. **"EMI" or "Equated Monthly Instalment(s)"** means the instalments of the equal amounts, payable on a monthly basis as the case may be, towards repayment of the Loan amount.
k. **"Encumbrance"** shall mean any lien, equitable interest, assignment by way of security, conditional sales contract, Hypothecation, right of other Persons, claim, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any Agreement (for the purpose of, or which has the effect of, granting security), or any other Security Interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.
l. **" Equipment/System"** means the Equipment/System more particularly described under Appendix A of this Agreement, the acquisition/ purchase whereof is being financed by the Lender.
m. **"Hypothecation"** means a charge in or over any movable property including but not limited to fixed deposits or bank accounts of the Borrower, Equipment whether tangible or intangible, present or future, created by a borrower without delivery of possession of the property, whether actual or constructive, as a security for financial assistance and includes floating charge and crystallization of such charge into fixed charge on movable property but does not include pledge of movables as defined in Section 172 of the Indian Contract Act, 1872.
n. **"Interest Rate"** shall mean the rate referred to Key Facts Statement, which is agreed by the Borrower(s).
o. **"Loan"** means the amount as set out in Key Facts Statement annexed hereto and shall include all interests, costs, charges, expenses etc. and the aggregate principal amount outstanding for the time being and from time to time under this Agreement (as may be applicable).
p. **"Loan Documents"** means this Agreement, Sanction Letter, any and all demand promissory note executed by the Borrower(s) in favour of the Lender and all other documents, instruments, certificates, and agreements executed by the Borrower(s) or any third party in connection with the Loan amount and duly executed

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and accepted by the Lender.

q. **“Material Adverse Change”** means to include any changes which in the opinion of the Lender constitute the following or may lead to the following. (a) any delay in the perfection of Lender's charge on the Security. (b) any impairment in the value of such Security. (b) any change in the business, operations or condition (financial or otherwise) of Borrower(s). (c) any impairment of the prospect of repayment of any portion of the Obligations. (d) any change in the Applicable Law which adversely affect the legal capacity of the Borrower(s) and/or ability to make repayment or discharge towards any Obligation. (e) if the Lender determines, based on its reasonable judgment, that there is reasonable likelihood that Borrower(s) shall fail to comply with one or more of the covenants, undertaking or warranties are given by the Borrower(s) as per Agreement or other Loan Documents.

r. **“Obligations”** are Borrower’s responsibility and liability towards the Lender under the terms of the Sanction Letter, this Agreement and other Loan Documents which includes but is not limited to pay, amounts when due, pay any debts, principal, interest, expenses and other amounts which the Borrower(s) owes to the Lender now or later, whether under this Agreement, the Loan Documents or such other undertaking or documents, agreement executed by the Borrower(s) to avail this Loan or other loan from the Lender.

s. **“Person”** shall include individual, partnership firm, company, association of persons, society as mentioned & stipulated as per the 2(31) of Income Tax Act, 1961.

t. **“Prepayment”** means premature repayment of the Loan by the Borrower(s) as per the terms of this Agreement and as per conditions laid down by the Lender in that behalf and as in force at the time of Prepayment. The pre-payment charges presently applicable are mentioned in Key Facts Statement .

u. **“Purpose”** means the lawful purpose for which the Loan is granted/agreed to be granted, and shall include, the purpose described in Key Facts Statement.

v. **“RBI”** shall mean the Reserve Bank of India, established under the Reserve Bank of India Act, 1934.

w. **“Repayment Instrument”** means instruments inter alia Post Dated Cheques (“PDC”), Undated Cheques (“UDC”), Whole Amount Cheques (“WAC”), (collectively “Cheques”) or Electronic Clearing Service (“ECS”) mandates or Standing Instructions (“SI”) or National Automated Clearing House Mandate (“NACH”) on such other instruments as may be prescribed by the Lender and issued by the Borrower(s) for facilitating repayments during the currency of this Agreement.

x. **“Rupee(s)” or “Rs” or “INR”** shall mean the lawful currency of India for the time being in force.

y. **“Sanction Letter”** means the letter issued by the Lender sanctioning the Loan to the Borrower(s), the details of which are referred in Key Facts Statement of this Agreement or as may be amended and informed by the Lender to the Borrower(s). Each of such amendment will form part and parcel of this Agreement and shall be binding on the Borrower(s) prospectively.

z. **“Security”** shall have the meaning set out in this Agreement and is detailed in Key Facts Statement

aa. **“Security Interest”** shall mean right, title and interest of any kind whatsoever upon property, created in favor of any secured creditor such as the Lender herein and includes any charge of mortgage, pledge, Hypothecation, assignment, deposit arrangement, Encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever including, without limitation. (i) any conditional sale or other title retention agreement, any financing or similar statement or notice filed under any recording or notice statute and (ii) any designation of loss payees or beneficiaries or any similar arrangement under any insurance contract.

ab. **“Tax” or “Taxes”** shall mean any and all present and future taxes, including without limitation, taxes pertaining to gross receipts, sales, turn- over, value-added, use consumption, property, income, franchise, capital, occupational, license, excise and documentary stamps, Good and Services Tax (“GST”), customs and other duties, assessments, or fees, however, imposed, withheld, levied, or assessed by any country or Governmental Authority in the country or abroad.

1.2 Interpretation. (a) Any expression not defined herein but defined in the General Clauses Act, 1897 shall have the meaning assigned there. (b) The singular includes the plural (and vice versa). (c) Reference to any gender includes all genders. (d) In the event of any disagreement or dispute between the Lender and the Borrower(s) regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Lender as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Borrower(s). (e) In the case of any conflict of provision, or difference in interpretation between the Sanction Letter and this Agreement, the provisions of the Sanction Letter shall prevail.

2. LOAN

2.1 Purpose. Subject to the terms and conditions outlined in this Agreement, the Lender shall extend to the Borrower(s) the Loan to an amount specified in Key Facts Statement hereunder. The Loan shall be utilised by the Borrower(s) only for the Purpose specified in Key Facts Statement and for no other reason or purpose whatsoever.

2.2 Payment of processing fee. The Borrower(s) agrees that upon execution of this Agreement, the processing fee as mentioned in Key Facts Statement shall duly accrue in favour of the Lender and the Borrower(s) shall be liable to pay the same together with execution of the Agreement. The Borrower(s) shall be liable to pay the same. Subject to the aforesaid, no Loan amount shall be permitted to be drawn without payment of the same.

2.3 Documentation charges. The Borrower(s) agree/s to reimburse the Lender the documentation charges as mentioned in Key Facts Statement prior to seeking any disbursement of Loan amount. The Borrower(s) shall be liable to pay the same. Subject to the aforesaid, no Loan amount shall be permitted to be drawn without payment of the same.

2.4 Disbursement of the Loan. The Borrower hereby unconditionally and irrevocably authorises and consents that the Loan shall be disbursed to the Merchants account number details of which shall be provided by the Borrower /merchant for the benefit of the Borrower or as mentioned in Key Facts Statement.

2.5 Availability. The Loan shall be available for disbursement during the availability period only. On the expiry of the availability period, any unutilised portion of the Loan, which may be made available by the Lender, shall immediately and automatically stand reduced to zero. Notwithstanding any cancellation, all the provisions of this Agreement for the benefit or protection of the Lender and its interests shall continue to be in full force and effect as specifically provided in this Agreement and the other Loan Documents

2.6 Default Rate. The Borrower(s) specifically agree/s that in the event any monies remain due and payable by the Borrower(s) to the Lender, which have not been paid by the Borrower(s) on the respective Due Date, such due and unpaid amounts shall carry further interest at the Default Rate mentioned in Key Facts Statement. Default Rate will be computed from the respective Due Date and shall become payable to the Lender with monthly rests, or such other rests as may be prescribed by the Lender from time to time, and shall be payable on the Due Dates. Further in the event that the Borrower(s) fail/s to comply with any of the terms of Sanction Letter or this Agreement, the Borrower(s) shall thereafter make payments of all overdue amounts at such rate mentioned in Key Facts Statement of this Agreement. Provided, however, the levy of Default Rate under this section shall not prejudice the exercise of any rights and remedies available to the Lender as per

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Applicable Law.

2.7 Authority to Charge. The Borrower(s) hereby unconditionally and irrevocably authorise/s the Lender to charge from the Loan amount, the amount due to it from the Borrower(s) under the following heads (as may be applicable as per terms of the Sanction Letter). (a) Processing Fee; (b) documentation charges; (c) Stamp duty, legal expenses and collection charges; (d) Default Rate; and/or (e) Prepayment charges. Upon the Lender charging the same from the Loan amount, the charges shall form as an admitted liability of the Borrower(s).

2.8 Tenure. Subject to the terms of this Agreement and other Loan Documents the Loan amount shall be fully repaid by Borrower(s) within the period mentioned in Key Facts Statement hereof.

2.9 The Borrower confirms that all particulars, information and details provided by him/her are true, correct, complete and up to date in all respects and that he/she has not withheld any information whatsoever. The Borrower acknowledges that he/she has understood the terms and conditions of the loan product of Blacksoil Capital Pvt. Ltd. and agrees to abide by the same. The Borrower further authorizes Blacksoil Capital Pvt. Ltd. to obtain, extract, exchange, share and disclose all information relating to his/her loan details and repayment history to and from other banks, financial institutions, credit bureaus and agencies, as may be required, and shall not hold Blacksoil Capital Pvt. Ltd. liable for use of such information. The Borrower acknowledges that Blacksoil Capital Pvt. Ltd. shall have the absolute discretion, without assigning any reason (unless required under applicable law), to reject the loan application and shall not be responsible or liable in any manner whatsoever for such rejection or for any delay in notifying the Borrower of such rejection. The Borrower further agrees that Blacksoil Capital Pvt. Ltd. shall not be liable for any costs, losses, damages, expenses or other consequences arising from such rejection of the application. The Borrower agrees to submit, sign and execute all such loan agreements, undertakings and other documents as may be prescribed or required by Blacksoil Capital Pvt. Ltd. from time to time, and all applicable stamp duty, charges and levies in relation thereto shall be borne and paid by the Borrower. The Borrower hereby authorizes Blacksoil Capital Pvt. Ltd. to undertake the necessary Central Know Your Customer (CKYC) procedures and disclosures for the purpose of verifying and maintaining the Borrower's identity information in accordance with applicable regulatory guidelines. The Borrower further expressly consents to Blacksoil Capital Pvt. Ltd. obtaining credit information reports, including a CIBIL verification, for the purpose of assessing the Borrower's creditworthiness and eligibility for the financial transaction requested, in accordance with applicable legal and regulatory requirements.

3. PAYMENTS

3.1 Repayment. The Loan shall be repayable (in part or full) as per the repayment schedule as mentioned in Appendix- B, notwithstanding anything contained in this Agreement or any other Loan Documents. Subject to the aforesaid, the Borrower(s) agree/s to pay the Loan together with Interest Rate accrued as per terms hereof. The Borrower(s) shall repay the Loan on the respective Due Dates, in accordance with the terms set out in Key Facts Statement hereof. If the Due Date is a non-Business Day, the Borrower(s) shall be liable to make the payment or discharge such other Obligations on the previous working day. The Borrower(s) agree/s that the amounts mentioned in Key Facts Statement, may be varied at the Lender's sole discretion. The Borrower(s) agree/s that the repayment shall commence as per the repayment schedule irrespective of the delivery of the Equipment/System or any failure or defect in the Equipment/System. The Borrower(s) shall honour all payments without fail on first presentation of Repayment Instrument/ Due Dates. The Borrower(s) also agree that they shall not dispute Lender’s method of calculating EMI.

3.2 Repayment Instruments. The Borrower(s) shall submit Repayment Instruments as defined above or as may be required by the Lender from time to time. The Borrower(s) agree/s that no notice, reminder or intimation shall be required to be given by the Lender to the Borrower(s) before the presentation of any of the Repayment Instruments and insurance premia cheques to the respective drawee banks for encashment thereof. Each of the Repayment Instrument shall be deemed to have been drawn on the date that shall appear on each of such Repayment Instrument. The Lender shall be entitled to present the appropriate Repayment Instruments in respect of an EMI at any time on or after the Due Date of such EMI or for any payment due. In the event the Lender does not for any reason deposit the Repayment Instruments before the expiry of the validity of the Repayment Instruments, the Borrower(s) shall deliver to the Lender within seven (7) days of a request by the Lender in this regard, a new Repayment Instruments of a like amount. The Borrower(s) confirm/s to the Lender that the Borrower(s) shall not instruct their bankers to stop payment of the Repayment Instruments / countermand the Repayment Instruments. The Borrower(s) shall also not instruct the Lender to withhold depositing the Repayment Instruments. Any non- presentation/delayed presentation of the Repayment Instruments due to any reason will not affect the liability of the Borrower(s) to pay the instalments on time. The Borrower(s) shall replace the Repayment Instruments / issue fresh Repayment Instruments, if so, required by the Lender. If the Borrower(s) wish to swap/interchange the Repayment Instruments issued by him/her/them, the Borrower(s) may do so on paying the Lender swap charges stipulated by the Lender from time to time. Any costs including applicable Taxes, incurred in this regard shall be borne by the Borrower(s). The Borrower(s) shall be liable to pay dishonour charges for the bounce of each Repayment Instrument. In addition to replacing the bounced Repayment Instruments by a demand draft or paying cash in lieu of the bounced Repayment Instruments, the Borrower(s) shall also be liable for Default Rates on the outstanding amount from the Due Date of the EMI till the date of receipt and/or realization of payment and shall also be liable to reimburse the Lender costs and expenses, including legal fees, and other collection expenses as per actuals. Nothing contained in this clause shall prejudice the other rights of the Lender in law or otherwise. If any of the Repayment Instruments issued by the Borrower(s) bounces and the Borrower(s) issue/s another Repayment Instruments in lieu of the bounced Repayment Instruments or deposits the amount in cash in respect of the bounced Repayment Instruments, the Lender shall have the right to retain the bounced Repayment Instruments in its record and/or destroy the same as the Lender may deem fit and proper. The Borrower(s) shall not insist and/or demand the return of the said bounced Repayment Instruments under any circumstances. In the event of foreclosure or closure of the Loan, the Lender shall return the Repayment Instrument, if any, lying with the Lender to the Borrower(s) within sixty (60) days’ time to be calculated from the date when the Lender receives the request from the Borrower(s). If the Borrower(s) does/do not collect the unutilized Repayment Instruments from the Lender within the said period, the Lender shall have the right to destroy the same, as it may deem fit and proper. The Borrower(s) shall not have any right to demand the return of the said Repayment Instruments after the expiry of the said period. The Borrower(s) may issue stop payment instructions for all the unutilized Repayment Instruments.

3.3 Prepayment. The Borrower may within such period as stipulated in the KFS (“Cooling-Off Period/Look-up Period”) repay the facility without the requirement to pay any prepayment charges. After the Cooling Off Period, the Borrower(s) will have the option to prepay the outstanding Loan amount or any part thereof with pre-payment charges specified in Key Facts Statement and upon giving the Lender at least 7 (seven) days prior written notice intimating the same. Any such notice of Prepayment, once given, shall be irrevocable, and the Borrower(s) shall be bound to make the Prepayment of the amount(s) specified therein.

3.4 Subsidy Prepayment. In cases where the Borrower receives a government subsidy for the solar project, the Borrower shall be obligated to prepay an amount equivalent to the subsidy to the Lender immediately upon receipt or within seven (7) days from the date of receipt, whichever is earlier. Such prepayment shall be applied towards the outstanding principal, and the Borrower shall be eligible for a corresponding interest benefit on the prepaid amount, in accordance with the applicable terms and conditions of the loan agreement. A penalty of 2% per month will be applied on the subsidy amount if the subsidy payment is not made within 7 days from the date of receipt of the same.

Terms and Conditions:

3.4.1 The Borrower shall be eligible to make a Pre-Part Payment or Foreclosure only after payment of at least one (1) EMI.

3.4.2 In the event the Borrower makes a Pre-Part Payment or Foreclosure prior to the payment of the first EMI, the Lender shall be entitled to deduct the interest component of the first EMI from such payment, and the balance amount shall be adjusted against the outstanding principal.

3.4.3 The minimum amount of any Pre-Part Payment shall not be less than the equivalent of two (2) EMIs.

3.4.4 After making any Pre-Part Payment, the Borrower shall make payment of at least one (1) subsequent EMI before making any further Pre-Part Payment.

3.4.5 Any Pre-Part Payment or Foreclosure shall be subject to applicable prepayment/foreclosure charges, taxes, and procedural requirements as specified by the Lender.

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Reason: Loan Agreement Signing – First Party by Blacksoil Capital Private Limited
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Reason: Loan Agreement Signing – Applicant by Blacksoil Capital Private Limited
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3.4.6 Upon any Pre-Part Payment, the Lender shall have the discretion to either (a) reduce the EMI amount while keeping the loan tenure unchanged, or (b) reduce the loan tenure while keeping the EMI amount unchanged.

4. SECURITY – HYPOTHECATION OF EQUIPMENT/SYSTEM

4.1 Hypothecation of Equipment/System. In consideration of the Lender having granted or agreed to grant to the Borrower(s) the Loan the Borrower(s) hereby hypothecates to and charges in favour of the Lender (i) the Equipment/System mentioned in Key Facts Statement; (ii) bank account of the Borrower and/or fixed deposit maintained by the Borrower as mentioned in Key Facts Statement together with other securities mentioned in Key Facts Statement (collectively referred to as the "Security"). The Borrower(s) confirms that the Security carries no prior lien and it is free from any Encumbrances. Provided that if the Equipment/System (to be acquired) has not been delivered to the Borrower(s) at the time of the signing of this Agreement, the particulars of the Equipment/System shall be submitted to the Lender in writing by the Borrower and the same shall form part and parcel hereof. The Borrower(s) hereby expressly and irrevocably agree/s that they shall be estopped in law from taking the plea that the date on which the Agreement was signed the exact details of the Equipment/System were not available. The charge created by the Borrower(s) in this clause shall stand as security for the repayment of the Obligations by the Borrower(s) The charge herein created shall also continue unless and until the Lender shall issue a certificate discharging the Security created herein and shall not affect, impair or discharge the liability of the Borrower(s) by winding up (voluntary or otherwise) or by any merger or amalgamation, reconstruction, takeover of the management, dissolution or nationalization (as the case may be) of the Borrower(s). Further, the charge hereunder created shall remain in full force so long as all the repayments and payments mentioned in this Agreement are not made. The Hypothecation shall be deemed to take place immediately on the signing of this Agreement or delivery of the Equipment/System or disbursement of Loan, as the case may be, whichever is earlier.

4.2 The Borrower(s) hereby expressly and irrevocably agree/s and covenants that during the period of this Agreement, the Borrower(s) shall.

a. Keep the Equipment/System specifically appropriated to the Security herein. The Borrower(s) agree/s and undertakes to keep and maintain in a good and marketable condition of the said Equipment/System at its own expense and replace all such parts whether broken or damaged, as is the usual practice adopted for the maintenance of Equipment/System. The Borrower(s) agree/s to engage repairmen, dealers, and service facilities expressly authorised by the manufacturer of the Equipment/System to affect repairs and to service the Equipment/System.
b. Pay all rates, assessments, Taxes and other outgoings which are now or hereafter may be assessed, imposed, or payable for the Equipment/System by the Government, Municipal Corporation, or other authority and on-demand produce to the Lender every receipt of the charges, Taxes, assessments or other outgoings.
c. Allow inspection of the Security and all documents relating to it for verification thereof or carrying out an evaluation by (i) the Lender or (ii) its officers, auditors, technical experts, management consultants, valuers or any other persons authorised for the Purpose by the Lender.
d. Not to sell, encumber, transfer or otherwise dispose of or suffer or allow to suffer any attachment or distress to the Security or any parts thereof or allow anything that may prejudice or endanger the Security herein without the express consent in writing of the Lender.
e. Make and/or allow to be made any material alterations and /or additions to the Security without the written consent of the Lender.
f. The Lender shall have the right to share details to the bureau in case of default in repayment by the Borrower(s).
g. Seek prior written approval from the Lender for any change in place of installation of the Equipment/System.
h. The Borrower(s) undertake/s that any direct or indirect transfer of the Equipment/System without prior written approval of the Lender to any third party would be deemed to be criminal breach of trust and cheating entitling the Lender to file/pursue first information report or a criminal complaint against the Borrower(s) without prejudice to the Lender's other rights and remedies in law. The Equipment/System will remain in the custody of the Borrower(s) in their capacity as bailees of the Lender.
i. The Borrower shall take a prior written consent of the Lender before leasing/renting out the Equipment/System (as applicable) to any third parties.
j. Sign and deliver the necessary forms that may be required to record the charge of Hypothecation on the said Equipment/System, created or to be created in favour of the Lender.
k. Submit to the Lender a true certified copy of the documents relevant to the Equipment/System for which the Loan has been taken.; and
l. Punctually pay all the sums referred to in this Agreement.
m. The borrower shall submit the invoice of the installed equipment to the Lender within 30 days from the date of disbursement of the loan amount to the Merchant.

4.3 Insurance.The lender has informed the borrower about the availability of Solar Asset Insurance, which is optional for the borrower. The borrower will indicate their choice on the application form. In the event of a claim, the lender will be designated as the Beneficiary of the insurance policy. Upon approval of the claim, the lender will transfer the payout directly to the Merchant responsible for repairing the damaged solar asset once the repair has been done. It is important to note that the borrower will continue to be responsible for making Equated Monthly Installments (EMI) payments, regardless of the insurance claim status or the repair process. The lender shall not be liable for handling insurance claims or the repair process beyond the authorized transfer of funds to the Merchant. The Borrower(s) shall at its own expense and without any obligation/liability on the Lender (whether provided herein or otherwise), during the continuance of the Security Interest, herein keep the Security covered under comprehensive risks, including riot, civil commotion risks, fire, theft, unlimited third party risk and other hazards as stipulated from time to time with such insurance company as may be required by the Lender by timely payment of all premia in respect of such insurance and produce and deliver (if so required by the Lender) any insurance policy, cover note or receipt on demand by the Lender for its inspection and verification. The insurance policy to be taken out hereunder shall be in the name of the Borrower(s), and the Lender shall be described as loss payee under such insurance. If the Borrower(s) fail/s to comply with any of the terms mentioned above in this clause, the Lender may without prejudice to its rights and remedies under this Agreement and in law take such steps as it may deem fit to keep and maintain the Security or insure or renew such insurance at the Borrower(s) costs, charges and expenses which shall be reimbursed by the Borrower(s) on demand by the Lender. Further, in order to safeguard the Security for the Loan and to ensure that the Lender's lien is marked on the insurance, the Lender may at its sole discretion get the insurance done on behalf of the Borrower(s), by being a facilitator and making the premium payment to the approved insurance company through the Borrower(s) Repayment Instruments/ pay orders/ any other payment instructions. The first claim on any insurance proceeds shall be that of the Lender with respect to the insurance policy and its renewal as stipulated from time to time. The Borrower(s) also agree/s that the Lender, at its discretion, shall be entitled to adjust, settle or compromise in any manner whatsoever at the Borrower(s) cost any dispute arising under or in connection with any such policy of insurance and such adjustment, settlement and compromise shall be valid and binding on the Borrower(s). The Lender will, at its discretion have the right to appropriate any monies received from the insurance company towards the Borrower(s) Obligations to the Lender. The Borrower(s) also accepts that the primary responsibility to obtain insurance for the Security shall be on them and the Lender shall not be liable for any loss on account of non-renewal of insurance of the Security and/or delay/non-payment by the insurance company/or any settlement claim by the Borrower(s) and that Lender shall also have the right to present insurance premia cheques or pay insurance premium to the insurance company to the debit of the Loan account of the Borrower(s), on behalf of the Borrower(s).

5. REPRESENTATIONS AND WARRANTIES BY THE BORROWER(S)

5.1 The Borrower(s) jointly and severally represents and warrants to the Lender the following.

a. The Borrower(s) is/are an eligible Borrower(s) and has full power and authority to execute, deliver and perform Obligations under this Agreement.
b. The Borrower(s) has/have obtained and done all that is necessary to give effect to all authorization, approvals, consents, licenses and permissions required in or by the laws of India in relation to this Agreement, security documents and the Security.
c. The Borrower(s) has/have obtained all due approvals from discom, Municipality, Government for subsidy etc. for installation of the Equipment /System.

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Reason: Loan Agreement Signing – Applicant by Blacksoil Capital Private Limited
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d. The Borrower(s) assure/s that after the application for grant of the Loan there has been no material change, which would affect the acquisition of the Security.
e. The Borrower(s) has/have disclosed /furnished all facts /information to the Lender through the Loan Application or otherwise in respect of the Loan and all information in this Agreement or any supporting documents or otherwise howsoever is absolutely true, correct and complete in all respects and that no fact or information necessary to be furnished by the Borrower(s) has/have been omitted in order to induce the Lender to provide the Loan.
f. The Borrower(s) shall take due care, follow all safety rules and accompanying instructions with respect to the operation of the Equipment/System, and use the Equipment/System only for the purpose for which it was designed.
g. The Borrower(s) shall ensure that, at their cost and without any obligation on the Lender, the Equipment/System is to be adequately serviced/maintained through authorized persons through annual maintenance contracts or at such earlier instances with services from authorized persons if any maintenance or complaints of the equipment/systems are to be resolved so that value of the equipment/system is adequately maintained.
h. The Borrower(s) has/have not violated any covenants conditions or stipulations under any existing Agreements entered into by the Borrower(s) with any party, by availing the Loan from the Lender.
i. The Borrower(s) shall ensure that there is no Material Adverse Change during the tenure of the Loan.
j. The borrower shall submit the invoice of the installed equipment to the Lender within 30 days from the date of disbursement of the loan amount to the Merchant.

5.2 The Loan amount disbursed by as provided in this Agreement shall be deemed to be disbursement to the Borrower(s) directly.
5.3 The Borrower(s) confirm/s that the representations, warranties and covenants contained herein and as per other provisions of this Agreement shall be deemed to be repeated by the Borrower(s) on and as of each day from the date of this Agreement until all sums due or owing hereunder by the Borrower(s) to the Lender have been paid in full, as if made reference to the facts and circumstances existing on such day.

6. COVENANTS

6.1 The Borrower(s) jointly and severally agree as follows.
a. Perform all Obligations to Lender as agreed herein and on a timely basis as mentioned in herein as per terms of other Loan Documents.
b. Obtain and do all that is necessary to maintain in full force and effect all authorizations, approvals, consents, insurances, licenses, permissions and renewals required in or by the laws of India in relation to this Agreement, each of the Security Documents, maintenance of the Equipment/System and the performance of Obligations hereunder.
c. Immediately inform the Lender in writing of any theft or damage to the Equipment/System, lodging of any claim whatever with any insurance company in respect of the Equipment/System.
d. Immediately inform the Lender of any loss, destruction or misplacement of the insurance policy relating to the Equipment/System
e. The Borrower(s) shall facilitate and permit inspection at the place of installation by the Lender and persons assigned by the Lender to verify the use, status function of the equipment/system.

6.2 It shall be the Borrower(s) obligation to keep himself/herself/itself acquainted with the rules of the Lender from time to time.
6.3 The Borrower(s) shall utilise the entire Loan for the purchase of the Equipment/System for the Purpose and no other purpose whatsoever.
6.4 The Borrower(s) shall take due care, follow all safety rules and accompanying instructions with respect to the operation of the Equipment/System and use the Equipment/System only for the purpose for which it was designed.
6.5 The Borrower(s) agree/s hereby to pay the Instalment/s and other dues etc. to the Lender under this Agreement for the finance of the aforesaid Equipment/System irrespective of whether or not the Equipment/System is in use by the Borrower(s) and/or even if the Equipment/System is not in use due to damage and repair. The Borrower(s) warrant/s that he/she/it/they shall have and maintain sufficient balance in the account of the drawee bank for payment of Repayment Instruments.
6.2 The Borrower(s) shall also keep the Equipment/System insured and deposit with the Lender a copy of such insurance policy when received and shall pay all premia and other amounts due under the said Policy punctually as and when they become due and shall take all steps necessary to maintain the insurance policy in full force and effect and shall abstain from doing any acts whereby the said policy may or likely to be vitiated.
Key Fact Statement **(“KFS”)**
a. The Lender shall provide Key Fact Statement to the Borrower before the execution of this Agreement in standardized format for all digital lending products.
b. The Lender shall share the copy of the documents executed digitally between the Lender and the Borrower including Key Fact Statement, summary of products, Sanction Letter, terms and conditions, account statements etc. to the Borrower’s registered/verified email address/SMS to the registered mobile number of the Borrower, upon execution of the documents.

7. EVENTS OF DEFAULT

The Borrower(s) expressly, irrevocably, jointly and severally agree with the Lender that in the Events of Default means to include the following (“Event of Default”):
a. The Borrower(s) fail/s to pay any sum due from him herein; or
b. The Borrower(s) fail/s duly to perform any obligation or commits any breach of any of the terms, representations, warranties, covenants and conditions herein contained or has made any misrepresentations to the Lender; or
c. The Borrower(s) takes any action or starts legal proceedings for winding-up, dissolution, re-organisation or for the appointment of a receiver, trustee or similar officer on its assets particularly on the Equipment/System; or
d. The Borrower(s) (in case of an individual) dies or takes any steps, or any steps are taken with a view to him being made insolvent in any jurisdiction or with a view to appointing a receiver, trustee or similar officer of any of his assets; or
e. The Borrower(s) fail/s to pay any insurance premium for the Equipment/System or cheque bounce charges in terms and conditions hereof; or
f. The Equipment/System is confiscated, attached, taken into custody by any authority or subject to any execution proceeding; or
g. The Equipment/System is under distraint, endangered or damaged due to any accident or any other reason whatever causing the same to be a total loss in the opinion of the Lender or caused bodily injury to any person due to any accident or otherwise; or
h. The Borrower(s) fail/s to pay any Tax or duty imposed or other imposition or comply with any other formalities required for the Equipment/System under the law from time to time; or
i. The Equipment/System is stolen or untraceable for even a single day; or
j. Any of the Repayment Instrument delivered or to be delivered by the Borrower(s) to the Lender in terms and conditions hereof are not encashed for any reason whatsoever on presentation; or
k. The Borrower(s) issue/s instructions to stop payment of Repayment Instrument for any reason whatsoever; or
l. The Borrower(s) fail/s to supply a true certified copy of the registration certificate within the time frames specified in this Agreement; or
m. The Equipment/System is destroyed for any reason whatsoever or if the repairs and due care of the Equipment/System is not proper and satisfactory to the Lender; or
n. Any change in Place of Installation without prior written approval of the Lender; or
o. The Borrower(s) failing to file the particulars of the Equipment/System in the prescribed form of the Lender; or
p. Any information was given by the Borrower(s) in the Loan application to the Lender for financial assistance is found to be misleading or incorrect in any material respect or any representation or any warranty referred in this Agreement is found to be incorrect; or
q. The Equipment/System has been used or alleged to have been used for any illegal Purposes or activity; or
r. If there arise any Material Adverse Change on the Borrower(s); or
s. Any circumstances arise which gives reasonable grounds in the opinion of the Lender that it is likely to prejudice or endanger the Equipment/System.
t. Any default by the Borrower(s) under any other agreement between the Borrower(s) any creditor or any other agreement or indebtedness of the Borrower(s) or the performance of any covenant, term or undertaking there under or any indebtedness of any of the Borrower(s) is not paid when due or any creditor of the Borrower(s) become/s entitled to declare any such indebtedness due and payable prior to the date on which it would otherwise have become due or any guarantee or indemnity given by the Borrower(s) is not honored, when due and called upon.

7.2 Then in any case of an Event of Default, without prejudice to the other rights and remedies of the Lender, the Lender may (but shall not be bound to do so), without the specific intervention of a court or any court order, by written notices to the Borrower(s) declare the Loan to be immediately due and payable, whereupon the same shall become payable together with accrued Interest Rate thereon and any other sums then owned by the Borrower(s) herein. On the question, whether any of the above events/circumstances has/have occurred/happened, the decision of the Lender shall be final, conclusive and binding on the Borrower(s).

8. ENVIRONMENTAL, SOCIAL, AND GOVERNANCE

8.1 The Borrower shall at all times comply with the environmental, health, safety and social (EHSS) requirements, all the environmental laws, permissions and clearances issued there under and maintenance of documents to be able to demonstrate compliance with the same to the Lender.

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Reason: Loan Agreement Signing – First Party by Blacksoil Capital Private Limited
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8.2 The Borrower shall comply with the following general environment and social conditions, which shall be monitored during the tenure of the Agreement and Lender shall have right to annual audit of the compliance of these conditions:

1. The Borrower shall ensure that the workforce engaged by it, can work safely, avoiding any workplace safety incidents and/or avoid impact to safety of local communities.
2. The Borrower shall ensure that the workforce engaged by it, its contractors and sub-contractors, are regularly paid with due wages and provided with committed benefits, in compliance with applicable laws including labour welfare.
3. The Borrower shall ensure that emergency response preparedness to accidents is periodically tested through mock drills.
4. The Borrower shall provide sufficient details to the Lender to evaluate the environmental & social performance of the project/business.
5. The Borrower shall intimate Lender at the earliest of any incidents (resulting in fatalities / serious injuries to workers or nearby communities, asset damage) due to project activities or extreme weather conditions experienced in project area.
6. The Borrower hereby undertakes that he/she/ it shall not be engaged directly or indirectly in any activity which could endanger or adversely impact the social and economic environment of the country.
7. The Borrower shall not indulge and/or have to do with any act/incidence of bribery or fraudulent activity in their dealings with any person/ entity /government or other stakeholders related to business of Lender.

9. ENFORCEMENT

9.1 If the Borrower(s) fail/s to perform any of the Obligations herein and the same (if capable of remedy) is not remedied to the satisfaction of the Lender within the period to be specified by the Lender or any of the "Event of Default" as per this Agreement arise (whether demand for repayment is actually made or not) then and in such case and at any time thereafter, the Lender through its officers, agents or nominees shall have the right to take any one or more than one of the following actions without the specific intervention of a court or any court order.

1. To enter any place where any of the Hypothecated Assets may be and inspect and value them at any point of time;
2. To take possession of all or any of the Hypothecated Assets and/or the documents relating thereto from whomsoever they may be in possession of including the contents thereof and to dispose them of immediately if they are dangerous and perishable in nature;
3. To get the financed solar system to switch off or suspend operations of the Hypothecated Assets as the Lender may deem fit, without prior notice to the Borrower, in case of default in repayment of EMI exceeding 30 days and further regularization, without any prior intimation. This right will remain in force until such time as the default is remedied and the loan account is regularized. The Borrower acknowledges and agrees that the Lender shall not be held liable for any damages or losses incurred by the Borrower in respect of this sub-clause;
4. To assign, sell, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing to vary, terminate or accept surrenders of leases, licenses or otherwise dispose of any or part of Hypothecated Assets in such manner and on such terms and conditions as the Lender may deem fit and to carry any such transactions into effect in the name of and on behalf of the Borrower;
5. To sell, dispose of any of the Security for and on behalf of the Borrower and at the risk of the Borrower in all respects and to realise full or any part or portion of the sale proceeds thereof and sign and execute all contracts, declarations and instruments as may be necessary or expedient for giving delivery thereof;
6. To take all such steps as may be required for the recovery of any of the Security, including the institution of any claim, suit, petition or other legal process and the signing and execution of all necessary vakalatnamas and documents for the said purpose and the compromising or settlement of such suit or action;
7. To sign all papers, correspondence, vouchers, forms, applications, petitions, receipts, documents, deeds, indentures and writings that the Borrower would be bound to do under or in pursuance of these presents and/or the Loan for and behalf of the Borrower and to attend before any authority and admit execution thereof;
8. To do, perform and execute all acts, deeds, matters and things relating to concerning these presents as fully and effectually as if Borrower had personally performed or executed the same;
9. To ratify and confirm all and whatsoever the Lender shall do cause to be done to the Security by virtue of these presents;
10. That the aforesaid powers have been granted for valuable consideration and as such shall be irrevocable in nature till such time as any amounts remain due owing or payable under or in respect of or in pursuance of the Loan and/or these presents;
11. As attorney for and in the name of the Borrower or otherwise to recover and receive and/or appoint Receiver of the Security or any part thereof, give notices and demands to debtors and third parties liable therefor and sue for, recover, receive and give receipts for the same and to sell or realize by public auction or private contract or otherwise dispose off or deal with all or any part of such debts and enforce, settle, compromise, or deal in any manner with the Security or any part thereof, and to apply the net proceeds thereof in the manner and for the purposes mentioned herein for the application of insurance money. If, however the net proceeds realized from the Security are insufficient to cover the indebtedness of the Borrower to the Lender then the Borrower shall forthwith pay to the Lender the deficiency;
12. Shall be at liberty from time to time or at any time at its discretion but at the risk and on account of the Borrower to enter into all contracts in India or elsewhere for the protection of its Interest as it shall think fit and the Borrower shall pay to the Lender any monies which may become payable under or by virtue of such hedge forward or other contracts;
13. To appoint any Receiver, agent, manager or other person to exercise all or any of the powers hereby vested in the Lender, to the Security hereby created and shall be entitled to recover and receive from the Borrower the remuneration and/or charges of such Receiver, agent, manager or other person as aforesaid.

9.2 The Borrower(s) hereby agree/s and authorise/s the officers, agents and nominees of the Lender to do and exercise any one or more than one of the acts and powers mentioned in this Agreement.

9.3 Notwithstanding anything to the contrary expressed or implied.

a. The Lender shall not be bound to exercise any of the powers mentioned in this Agreement or any Security Documents; or
b. If the Lender exercises any one or more powers mentioned in this Agreement the same shall be without prejudice to the Lender's rights and remedies of any suit or any legal proceeding either pending or that may be initiated against the Borrower(s) in law; or
c. The Lender or its officers, agents or nominees shall not be in any way responsible for any loss, damage, limitation or depreciation that the Equipment/System may suffer or sustain on any account whatsoever whilst the same is in possession of the Lender, its officers, agents or nominees or because of exercise or non-exercise of the rights, powers, or remedies available to the Lender or its officers, agents or nominees and all such loss, damage or depreciation shall be charged to the account of the Borrower(s) howsoever the same may have been caused; or,
d. Neither the Lender nor its agents, officers or nominees shall be in any way responsible and liable, and the Borrower(s) hereby agree/s not to make the Lender or its officers, agents or any nominees liable for any loss, damage, limitation or otherwise for any belongings and articles that may be kept or lying in the Equipment/System at the time of taking charge and or possession, seizure of the Equipment/System pursuant to the terms of this Agreement.

Signed by: Blacksoil Capital Private Limited
Reason: Loan Agreement Signing – First Party by Blacksoil Capital Private Limited
eSigned using Aadhaar (digio.in)
Date: 2026-08-31 19:34:39 IST

Signed by: VIMALHEIGHTSCOOPERATIVE HOUSING SOCIETYLIMITED
Reason: Loan Agreement Signing – Applicant by Blacksoil Capital Private Limited
eSigned using Aadhaar (digio.in)
Date: 2026-08-30 15:22:15 IST

10. OTHER TERMS

10.1 Amendments, Etc. An amendment or waiver of any provision of this Agreement and other Loan Documents, or a consent to any departure by the Borrower(s) therefrom, shall be effective against the Lender only if, it shall be in writing and signed by the Lender, and then such a waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

10.2 Appropriation. Unless otherwise agreed to by the Lender, any payments due and payable under this Agreement and made by the Borrower(s) shall be appropriated towards such dues in the following order, viz., (a) Interest on costs (if any), fee/commission, charges, expenses and other monies; (b) Costs, charges, expenses and other monies; (c) Further interest and liquidated damages on defaulted amounts; (d) Interest including additional interest, payable in terms of this Agreement; (e) Premium on Prepayment; (f) Repayment of principal/ instalments of principal due and payable under this Agreement.

10.3 Assignments/Securitization/Participation. The Lender reserves the right to assign/sell/securitize the Loan or any advance forming part of the Loan with or without security, in any manner, by transferring and/or assigning or otherwise all its right, title and interest which the Lender deems appropriate and the Borrower(s) hereby expressly agree/s that in that event, the Lender is not required to obtain any permission or give the Borrower(s) any notice. The Borrower(s) shall be bound to accept any such securitization and any such sale, assignment or transfer and the Borrower(s) shall accept such other party/ies as creditors exclusively or as a joint creditor with the Lender, or as a creditor exclusively with the right of the Lender to continue to exercise all powers hereunder on behalf of any such other party. Any cost in this behalf, whether on account of such sale, assignment or transfer or enforcement of rights and recovery of outstanding dues shall be to the account of the Borrower(s). The Lender may sell risk participations to one or more persons in all or a portion of its rights and obligations under the Agreement and other Loan Documents with the consent of the Borrower(s). The Borrower(s) shall duly execute such other documents as may be requested by the Lender and the risk participating person. The Borrower(s) shall not assign, transfer or novate any interest in its rights and/or Obligations under this Agreement (including the Key Facts Statement, annexures and appendices hereto), without the prior written consent of the Lender.

10.4 Binding Effect. The Loan Documents shall be binding upon and inure to the benefit of the Borrower(s) and the Lender (as may be applicable) and their respective successors and assigns, except that the Borrower(s) shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lender.

10.5 Costs and Expenses; Indemnity. Borrower(s) shall pay all stamp duty, registration cost, fees and out-of-pocket expenses incurred by it in connection with the preparation, execution and delivery of the Loan Documents and the other documents to be delivered hereunder. The Borrower(s) agree/s to indemnify and hold harmless the Lender from and against any and all claims, damages, liabilities and expenses (including fees of counsel) which may be incurred by or asserted against the Lender in connection with or arising out of any, investigation, litigation, or proceeding (whether or not the lender is party thereto) related to any use or proposed use of the proceeds of the debt by the Borrower(s). The Borrower(s) shall indemnify the Lender and keep the Lender indemnified in respect of any actions, claims, costs, damages, demands, expenses, losses and liabilities made against, suffered or incurred by the Lender arising directly or indirectly from or in connection with. (i) Any failure by the Borrower(s) to comply with the provisions of this Agreement and other Loan Documents. and/or (ii) Any liability including third-party liability that may arise out of the sale of Equipment/Systems. and/or (iii) Any claims, losses, demands, actions, costs, expenses and liabilities incurred or suffered by the Lender because of the representations and warranties are given by the Borrower(s) being false or untrue in a material respect. and/or (iv) Any claims, losses, demands, actions, costs, expenses and liabilities incurred or suffered by the Lender because of the Receivables or the Security not being free from Encumbrance and/or any previous charge. and/or (v) The Borrower(s) shall keep the Lender informed of all developments regarding such actions, claims, costs, damages, demands, expenses, losses and liabilities and shall not dispute, compromise or otherwise deal with the same subject to the consent given by the Lender. The Lender shall, however, be under no obligation and/or liability to the Borrower(s) to provide any assistance that the Borrower(s) may require in connection with any such claim.

10.6 Disclosure. The Lender will take best endeavour to maintain the confidentiality imposed on it by applicable law. The Borrower(s) acknowledge/s, accept/s and consent/s that the Lender shall be entitled to disclose information. (i) (a) to third parties for the Purposes of credit reference checks, verification, etc., disclose any information/documents relating to the Borrower(s) under this Agreement or to Lender’s affiliates or to prospective transferees or purchasers of any interest in the Loan or as required by law or any government order or direction including disclosure as may be necessary to perform or fulfil any requirement specified by the Reserve Bank of India or as deemed necessary by the Lender while exercising its remedies under this Agreement or the other Loan Documents. (ii) (a) Information and data relating to the Borrower(s), (b) the information or data relating to any credit facility availed of/to be availed by the Borrower(s), (c) default, if any, committed by the Borrower(s), for protecting its interests to Income Tax authorities, Credit Rating Agencies or Credit Information Companies or any other Government or any other regulatory Authorities/Bodies/ Departments/authorities as and when so demanded. The Borrower(s) hereby waive/s the privilege of privacy and defamation explicitly. The Borrower(s) further agree/s and give/s specific consent to the Lender for disclosing / submitting the ‘financial information’ as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 (‘Code’ for brief) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit/ Financial facilities availed from the Bank/ Lender, from time to time, to any ‘Information Utility’ (‘IU’ for brief) as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the financial information submitted by the Lender, as and when requested by the concerned ‘IU’ .

10.7 Distribution of Realisation. The net proceeds of sale, realisation, and recovery and or insurance claim proceeds relating to the Equipment/System herein, on receipt to the Equipment/System herein, on receipt by the Lender shall be applied at its absolute discretion towards repayment of the amount due to the Lender. The Borrower(s) shall continue to be liable for any deficiency in the amount due to the Lender by the Borrower(s) after adjustment of the net proceeds of sale, realisation, recovery and insurance claim as above.

10.8 Effective date. This Agreement shall become binding on the Borrower(s) and the Lender on and from the date of execution hereof. It shall be in full force till the Loan is fully repaid and any other monies due and payable to the Lender under this Agreement as well as all other agreements, documents which may be subsisting/ executed between the Borrower(s) and the Lender is fully paid.

10.9 Evidence of Debt. The Lender shall maintain in accordance with its usual practice, accounts in its books evidencing the amounts from time to time owing to it therein. A certificate in writing signed by an officer of the Lender stating the amount at any particular time due shall be conclusive and binding on the Borrower(s).

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The Borrower(s) hereby agree/s to accept the Lender's accounts of sales, realization and recovery of the Equipment/System as sufficient proof of amounts realized and related expenses. In any legal action or proceeding arising out of or in connection with this Agreement, the entries made in the accounts maintained pursuant to this Agreement shall be prima facie evidence of the existence and amounts of the Obligations of the Borrower(s) therein recorded and amount of realization, recovered and expended. The Borrower(s) hereby agree on/s to accept the Lender's accounts for any amounts due under this Agreement, insurance, costs, charges and expenses as sufficient proof of the amounts being spent by the Lender.

10.10 Execution in Counterparts. The Loan Documents may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

10.11 Governing Law. The Loan Documents shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of courts in Gurgaon/Mumbai.

10.12 Inspection. The Borrower(s) shall permit the Lender to inspect all its books of accounts and other records and premises and the Place of Installation of the Equipment/Systems.

10.13 Joint and several obligations. The Borrower(s) agree/s that each of the Borrower shall have a joint and several liability and responsibility to discharge all and any Obligations towards the Lender as per terms of this Agreement and other Loan Documents.

10.14 No Damages. The grant of the Loan by the Lender shall not vest in the Borrower(s) or any other person a right to claim any damages from the Lender, for any reason whatsoever.

10.15 Notices, Etc. All notices and other communications provided for hereunder or under the Loan Documents shall be in writing and mailed by mail, courier, email, telefaxed or otherwise electronically transmitted, if to the Borrower(s), As per details are given in Key Facts Statement if to the Lender, at BLACKSOIL CAPITAL PRIVATE LIMITED, having its registered office address at 1203, Lodha Supremus, Senapati Bapat Marg, Lower Parel (W), Mumbai – 400 013, Maharashtra and Corporate Office Address at Innov8 Coworking, Pride Plaza Hotels, Asset 5-A Hospitality District, New Delhi, Delhi 110037. Marked to the attention of. Director and, as to each party, at such other address as shall be designated by such party in a written notice to the other parties. Each Borrower confirm/s that they shall act as agent of the other and any notice to a Borrower shall be deemed to be notice to the other Borrower as well.

10.16 No Waiver; Remedies. No failure on the part of the Lender to exercise, and no delay in exercising, any right hereunder or under the Sanction Letter, the Loan Agreement and other Loan Documents shall operate as a waiver thereof. Nor shall any single or partial exercise of any right hereunder or under the Loan Documents preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

10.17 Receipt of copy of Loan Documents. The Borrower(s) confirm/s that they have received copy of the Loan Documents.

10.18 Right of Set-off. The Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Lender to or for the credit or the account of the Borrower(s) against any and all of the Obligations of the Borrower(s) now or hereafter existing under the Loan Documents held by the Lender, irrespective of whether or not the Lender shall have made any demand under the Loan Documents and although such Obligations may not be matured. The Lender agrees promptly to notify the Borrower(s) after any such set-off and application made by the Lender, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Lender under this Section are in addition to other rights and remedies (including other rights of set-off) which the Lender may have.

10.19 Severability. Any provision of the Loan Documents, which is or may become prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Loan Documents or affecting the validity or enforceability of such provision in the same or any other jurisdiction.

10.20 Survival. All covenants, representations, warranties of the Borrower(s) under the Loan Documents shall continue in full force and effect until all Obligations have been satisfied. The indemnification Obligations of the Borrower(s) shall also survive termination of the Loan Documents and shall be deemed to be continuing and in full force and effect, subject to applicable laws. Further, all clauses of the Loan Documents, which are expressly stated as surviving termination of the Loan Documents, shall survive the termination of the Loan Documents.

10.21 Third Party Agents. The Borrower(s) expressly recognize/s and accept/s that the Lender shall, without prejudice to its right to perform such activities by itself or through its officers or servants, be absolutely entitled and have full powers and authority to appoint one or more third parties of the Lender's choice and to transfer and delegate to such third parties the right and authority to collect on behalf of the Lender all unpaid repayment instalment/s and to perform, execute all acts, deeds, matters and things connected therewith or incidental thereto including sending notices of demand, attending the residence or office of the Borrower(s) or otherwise contacting the Borrower(s), receiving the Instalment/s in cash/ draft/ cheque whether in the name of the Lender or in the name of the third party from the Borrower(s), entering into a compromise with the Borrower(s), giving a valid receipt and granting effectual discharge to the Borrower(s) and generally performing all lawful acts as the third parties may consider appropriate.

10.22 Time is of Essence. Time is of the essence for the performance of all Obligations under the Loan Documents.

10.23 IRAC NORMS

Notwithstanding any other provisions of this Agreement and any rights available to the Lender under the Applicable Laws, the Lender shall, in compliance with RBI’s Clarification on Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances dated November 12, 2021 as amended from time to time and /or as required/ directed by RBI (“RBI IRACP Norms”), classify and notify the Loan as an overdue account under day-end processes on the due date as per Lender’s internal processes.

a. Additionally, and subject to the RBI IRACP Norms and Applicable Laws, the Lender shall classify the Loan as SMA or NPA on the relevant due date in accordance

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with the day-end process followed by the Lender. The SMA or NPA classification date and asset classification status of the Loan shall be as on the date of the Lender's day-end process for the said Loan.

b. For the purpose of clarity stating below an example: If the due date of a loan account is March 31, 2021, and full dues are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running the day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021. Similarly, if the account continues to remain overdue, it shall get tagged as SMA- 2 upon running day-end process on May 30, 2021 and if it continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021.

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Stamp Reference#IN-DL57667679948378Y

Appendix _A

All Assets used in rooftop solar Installation including solar panels, Inverter, cables & strcuture financed

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APPENDIX– B
REPAYMENT
SCHEDULE

INDICATIVE REPAYMENT SCHEDULE

(Final/revised repayment schedule will be shared with welcome letter)

Signed by: Blacksoil Capital Private Limited
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Installment No.	Outstanding Principal (in Rupees)	Principal (in Rupees)	Interest (in Rupees)	Installment (in Rupees)
1	₹15,10,128.00	₹22,797.00	₹19,950.00	₹42,747.00
2	₹14,86,726.00	₹23,098.00	₹19,649.00	₹42,747.00
3	₹14,63,015.00	₹23,402.00	₹19,345.00	₹42,747.00
4	₹14,38,992.00	₹23,711.00	₹19,036.00	₹42,747.00
5	₹14,14,651.00	₹24,023.00	₹18,724.00	₹42,747.00
6	₹13,89,990.00	₹24,340.00	₹18,407.00	₹42,747.00
7	₹13,65,004.00	₹24,661.00	₹18,086.00	₹42,747.00
8	₹13,39,689.00	₹24,986.00	₹17,761.00	₹42,747.00
9	₹13,14,040.00	₹25,316.00	₹17,432.00	₹42,747.00
10	₹12,88,052.00	₹25,649.00	₹17,098.00	₹42,747.00
11	₹12,61,722.00	₹25,987.00	₹16,760.00	₹42,747.00
12	₹12,35,045.00	₹26,330.00	₹16,417.00	₹42,747.00
13	₹12,08,016.00	₹26,677.00	₹16,070.00	₹42,747.00
14	₹11,80,631.00	₹27,029.00	₹15,718.00	₹42,747.00
15	₹11,52,885.00	₹27,385.00	₹15,362.00	₹42,747.00
16	₹11,24,773.00	₹27,746.00	₹15,001.00	₹42,747.00
17	₹10,96,290.00	₹28,112.00	₹14,635.00	₹42,747.00
18	₹10,67,432.00	₹28,483.00	₹14,265.00	₹42,747.00
19	₹10,38,194.00	₹28,858.00	₹13,889.00	₹42,747.00
20	₹10,08,570.00	₹29,239.00	₹13,509.00	₹42,747.00
21	₹9,78,555.00	₹29,624.00	₹13,123.00	₹42,747.00
22	₹9,48,145.00	₹30,015.00	₹12,733.00	₹42,747.00
23	₹9,17,334.00	₹30,410.00	₹12,337.00	₹42,747.00
24	₹8,86,116.00	₹30,811.00	₹11,936.00	₹42,747.00
25	₹8,54,488.00	₹31,217.00	₹11,530.00	₹42,747.00
26	₹8,22,442.00	₹31,629.00	₹11,118.00	₹42,747.00
27	₹7,89,973.00	₹32,046.00	₹10,701.00	₹42,747.00
28	₹7,57,077.00	₹32,468.00	₹10,279.00	₹42,747.00
29	₹7,23,747.00	₹32,896.00	₹9,851.00	₹42,747.00
30	₹6,89,977.00	₹33,330.00	₹9,417.00	₹42,747.00
31	₹6,55,763.00	₹33,769.00	₹8,978.00	₹42,747.00
32	₹6,21,097.00	₹34,215.00	₹8,533.00	₹42,747.00
33	₹5,85,974.00	₹34,666.00	₹8,082.00	₹42,747.00
34	₹5,50,389.00	₹35,123.00	₹7,625.00	₹42,747.00
35	₹5,14,334.00	₹35,586.00	₹7,162.00	₹42,747.00
36	₹4,77,804.00	₹36,055.00	₹6,692.00	₹42,747.00
37	₹4,40,792.00	₹36,530.00	₹6,217.00	₹42,747.00
38	₹4,03,292.00	₹37,012.00	₹5,735.00	₹42,747.00
39	₹3,65,298.00	₹37,500.00	₹5,248.00	₹42,747.00
40	₹3,26,803.00	₹37,994.00	₹4,753.00	₹42,747.00
41	₹2,87,800.00	₹38,495.00	₹4,252.00	₹42,747.00
42	₹2,48,284.00	₹39,002.00	₹3,745.00	₹42,747.00
43	₹2,08,246.00	₹39,517.00	₹3,231.00	₹42,747.00
44	₹1,67,681.00	₹40,038.00	₹2,710.00	₹42,747.00
45	₹1,26,580.00	₹40,565.00	₹2,182.00	₹42,747.00
46	₹84,938.00	₹41,100.00	₹1,647.00	₹42,747.00
47	₹42,747.00	₹41,642.00	₹1,105.00	₹42,747.00
48	₹0.00	₹42,205.00	₹556.00	₹42,761.00
Total				

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IN WITNESS WHEREOF, the parties hereto have caused this Master Agreement to be executed by their respective officers thereunto duly authorised, as of the date first above written.

SIGNED AND DELIVERED by

1) [Vimalheightscooperative Housing Societylimited]

SIGNED AND DELIVERED by BlackSoil Capital Private Limited the within named "Lender."

Signed by: Blacksoil Capital Private Limited
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APPENDIX– C

SUBSIDY CONFIRMATION LETTER

To,

BlackSoil Capital Private Limited

Subject: Consent Letter for subsidy confirmation under the obligations of Loan Agreement/Application No.

Dear Sir/ Madam,

We hereby request you to please be informed about our consent for the captioned subject: -

1. I/We, Vimalheightscooperative Housing Societylimited, {"Borrowers", [including Co-borrower(s)] and Guarantor(s)]}, do hereby give my/our consent for retrieval for honouring the terms of the captioned Loan and ancillary documents ("Loan Documents") made and executed by BLACKSOIL CAPITAL PRIVATE LIMITED, in respect of loan facility granted to us for purchase and for installation of Solar Rooftop facility (Solar Plant).

2. I/We hereby confirm and agree, that I/We shall transfer the subsidy amount within 7 days of receiving from the government, by me/us, to the Lenders in the below given account;

Sr. No.	**Particulars**	**Details**
1.	Lender's Bank Account Holding Name	BlackSoil Capital Private Limited
2.	Lender's Bank's Name	INDUSIND Bank
3.	Lender's Bank Account No.	201029798985
4.	Lender's Bank's Branch Name	Banjara Hills
5.	Lender's Bank's IFSC	INDB0000504

Regards,

Vimalheightscooperative Housing Societylimited

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APPENDIX– D

CONSENT LETTER FOR CARBON CREDIT

To,

BlackSoil Capital Private Limited

Subject: Consent Letter for Carbon Credit for Loan Agreement/Application No.

Dear Sir/Madam,

We hereby request you to please be informed about our consent for the captioned subject:

1. I/We, Vimalheightscooperative Housing Societylimited, { "Borrowers", [including Co-borrower(s)] and Guarantor(s)}, do hereby give my/our consent for Carbon Credits for the Loan and ancillary documents ("Loan Documents") made and executed by BLACKSOIL CAPITAL PRIVATE LIMITED, in respect of grant of loan facility to us for purchase of rooftopsolar asset as mentioned in the Loan cum Hypothecation agreement.

2. I/We acknowledge and agree that Lenders, shall have the sole rights on all environmental attributes/Green Certificate/Carbon Credits, or any other similar benefits generated by the product.

Regards,

Vimalheightscooperative Housing Societylimited

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Reason: Loan Agreement Signing – First Party by Blacksoil Capital Private Limited
eSigned using Aadhaar (digio.in)
Date: 2026-08-31 19:34:39 IST

Signed by: VIMALHEIGHTSCOOPERATIVE HOUSING SOCIETYLIMITED
Reason: Loan Agreement Signing – Applicant by Blacksoil Capital Private Limited
eSigned using Aadhaar (digio.in)
Date: 2026-08-30 15:22:15 IST

Stamp Reference#IN-DL57667679948378Y

IMPORTANCE OF FOLLOWING REPAYMENT SCHEDULE

The repayment schedule/payment advice that you receive while taking a loan from K.M. Glob Credit Private Limited is a document that helps you to know the dates when you are required to pa interest, principal and other charges if any, to K.M. Global Credit Private Limited for the loan availe and helps you to manage your loan account efficiently and meet the obligations in a timely manne

Here's what happens to your loan account if you **miss paying your dues on time.**

Basis the number of days your dues (dues means instalment of principal, interest and other charge any) remain unpaid and overdue, your loan account gets classified into various categories. These categories influence your Credit Bureau Score, which may further affect your borrowing capacity in future.

Example

Suppose Mr Sanjay has taken a loan of Rs.10 lakhs for 36 months and the due date to pay is 5th of eve month and say his next due date for payment is April 05, 2021.



On April 5th, 2021

If **Mr Sanjay** fails to payhis dues on the **5th of April 2021** before the end of day, then his loan account is tagged as overdue and Special Mention Account **(SMA) 0** on the same day.

On May 5th, 2021

If **Mr Sanjay**does not pay the dues in the **next 30 days**, his loan account continues to remain overdue and gets tagged as **SMA-1** upon completion of 30 days of being continuously overdue.

On June 4th, 2021

If **Mr Sanjay** fails to pay the dues for another **30 days**, then his loan account gets tagged as **SMA-2** upon completion of 60 days of being continuously overdue.

On July 4th, 2021

Bythe90th day, if **MrSanjay** still doesn't clear the dues, his loan account gets classified as **Non-Performing Asset (NPA)** upon completion of 90 days of being continuously overdue.

The above illustration is also applicable for revolving facilities where either outstanding balar remains continuously in excess of the sanctioned limit /drawing power whichever is less or inter is overdue and not paid on due dates.

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Source:

RBI circular no. RBI/2021-2022/125 DOR.STR.REC.68/21.04.048/2021-22 on ‘Prudential norms Income Recognition, Asset Classification and Provisioning, pertaining to Advances – Clarificatic dated 12th November, 2021. Here’s a comprehensive table explaining the Special Mention Acco (SMA) and Non-Performing Asset (NPA) classification.

Loans other than revolving facilities		Loans in the nature of revolving facilities like cash credit/overdra	
SMA Sub-categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA-0	Upto 30 days		
SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days
NPA	More than 90 days	NPA	More than 90 days

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