

Registered Address: Bk 673, Sai Baba colony, Opp Rajram Furniturewala, Ulhasnagar 421 003 Thane, Maharashtra,

## LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated this 02nd day of October, 2025,

### BETWEEN:

**Mrs. Narmadaben Parmar, W/o Bhupendrabhai Pharmer Shakti Society,  
Vankarvas, Cholada, Ahmedabad, Gujrat - 382 260**

(the "Lender")

### OF THE FIRST PART:

AND

**Mr Santosh Maruti Shendkar Of Bk 673, Sai Baba colony, Opp Rajram  
Furniturewala, Ulhasnagar 421 003, Thane, Maharashtra, india**

(the "Borrower")

### OF THE SECOND PART

IN CONSIDERATION OF the Lender loaning certain monies (the "Loan" to the Borrower and the Borrower repaying the Loan to the Lender, the parties agree to keep perform and fulfill the promises and conditions set out in this Agreement:

#### Loan Amount & Interest

The Lender agrees to advance a sum of ₹1,00,000/- (Rupees TwoLakh Only) to the Borrower. The Borrower agrees and undertakes to repay the said principal amount to the Lender along with interest, in the following manner:

1. The Borrower shall pay to the Lender a sum of ₹25,000/- (Rupees Twenty five Thousand Only) every month.  
Except 1st month payout is for only 28 days payout of ₹ 22,500 (Rupees Twenty Two Thousand Five Hundred Only)
2. Payments shall be made on a monthly basis, commencing from 03rd October, 2025, and thereafter on the 30th day of each succeeding month.



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**3. . The repayment schedule shall continue for a period of 12 (twelve) month only**

**4. Interest shall be calculated on a monthly basis, not in advance.**

**Upon completion of the twelfth (12th) month, the entire principal amount of the loan shall become due and payable, and the Borrower shall refund the full capital amount in the thirteenth (13th) month.**

**The repayment of interest and principal as stated herein shall constitute the full and final settlement of the loan, and upon such payment, no further dues shall remain outstanding between the Borrower and the Lender in respect of this agreement.**

**4. Interest shall be calculated on a monthly basis, not in advance.**

## **Payment & Pre-Withdrawals**

**2. The Loan shall be repaid in 12 consecutive monthly installments, each comprising:**

- (a) a fixed return of 2% per month on the principal amount, and
- (b) any additional performance-based contribution, which shall be entirely voluntary and at the sole discretion of the Borrower, depending on the Borrower's financial performance.

**2a. The principal amount (capital) shall be refunded in the 13th month upon completion of the 12-month return payment period. Repayments shall consist of the fixed monthly return and any voluntary performance-based contribution as described in Clause 2. All payments shall be made via bank transfer (NEFT/IMPS) to the Lender's designated account, unless otherwise updated in writing by the Lender.**

Following are the Account for repayment

Bank Name : **Bank of Baroda**  
Account holder name: **Mrs Narmadaben Bhupendrabhai Parmar**  
Account No : **85190100008330**  
IFSC Code : **BARB0DBCHAL**  
Branch : **CHALODA**

**Funds OF 1,00,000 has been received from the lender as an Investment in full via reference id., (REF No: Axis bank - 527585806531 Dt 02nd of Oct, 2025. 11:45 AM)**

**2c As security for the Loan, the Borrower has post-dated cheques (PDCs) drawn on MRS. NARMADABEN PARMAR for the principal amount of ₹ (One Lakh Rupees Only). The said cheques shall be enforceable only in the event of continuous non-payment for a period exceeding 90 (ninety) days from any scheduled repayment date, and subject to the provisions of this Agreement and Annexure B**



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Bank Name	:	SURYODAY SMALL FINANCE BANK
BANK Account holder name	:	Santosh Maruti Shendkar
Account No	:	251002737089
IFSC Code	:	SURY0000026
Branch	:	Yewalewadi Branch

Pdc cheque no's : Suryodaya Bank "000063, 000064, 000065"

## 2.1 Monthly Return Structure

The Borrower shall pay the Lender a fixed contractual return of **two percent (2%) per month on the principal amount** for the duration of this Agreement. In addition, the Borrower may, at its sole discretion, provide a **voluntary performance-based return**, which shall be variable in nature and not guaranteed.

## 2.2 Payment Mode & Schedule

Monthly payouts shall be credited to the Lender's designated bank account/UPI by the 10th working day of each month, unless otherwise agreed in writing.

## 2.3 Capital Repayment

The principal amount is contractually due in the **13th month** from the date of disbursement. The Borrower reserves a **grace period of up to ninety (90) days** for repayment of the principal, during which no default shall be deemed to occur.

## 2.4 Premature Withdrawal

In the event the Lender opts for premature withdrawal of funds before completion of the term, all returns shall be recalculated at a fixed rate of **two percent (1.5%) per month on the principal amount** for the actual lending period. Any excess sums already paid to the Lender above such recalculated return shall be adjusted towards the principal repayment. The balance principal, if any, shall be refunded within **Ninety(90) working days** from the date of such request.

## 2.5 Illustration (For Clarity Only)

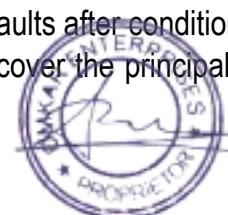
For example, if a Lender invests ₹2,00,000 and has received ₹1,80,000 in payouts over three months under a voluntary higher return scenario, such amount shall be recalculated at 1.5% per month (i.e., ₹9,000 total). The excess ₹1,71,000 already paid shall be treated as part-repayment of principal. The outstanding principal shall accordingly stand reduced, and the net balance payable shall be adjusted.

## 2.6 Finality

The Parties agree that this repayment and return structure represents the complete understanding with respect to financial terms under this Agreement. Any conflicting statements or schedules shall be deemed illustrative only.

## Default

3.) Notwithstanding anything to the contrary in this Agreement, If the Borrower defaults after conditions or in the performance of any obligation under this Agreement, then the Lender may recover the principal amount as per the conditions Payments & Pre withdrawal



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3b).Owing under this Agreement and interest will not be applicable post initiated withdrawal of the investment.

In case of **Condition 2e of agreement** borrower also have rights to **terminate the agreement**

### **Governing Law**

4. This Agreement will be construed in accordance with and governed by the laws of the State of Maharashtra

### **Costs**

5. Each Party shall bear its own legal and enforcement costs, expenses, and fees incurred in connection with this Agreement, unless otherwise directed by a competent court or arbitral tribunal.

### **Binding Effect**

6. This Agreement will not pass to binding upon the respective heirs, executors, administrators, successors and emitted assign of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

### **Amendments**

7. This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lender.

### **Severability**

8. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any terms, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

### **General Provisions**

9. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement, Words in the singular mean and include the plural and vice versa, Words in the masculine mean and include the feminine and vice versa.

### **Entire Agreement**

10. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.



### **Total Repayments**

11. The Total repayment in 12 months will be Rupees 3,97,500 (Three Lakh Ninety Seven Thousand Only).

**OE**

Omkar Enterprises

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**IN WITNESS WHEREOF**, the parties have duly affixed their signatures on this 02nd October, 2025

**SIGNED, SEALED, AND DELIVERED.**

02nd Day of Oct, 2025

**MRS. NARMADABEN PARMAR**



**SIGNED, SEALED, AND DELIVERED.**

02nd Day of Oct, 2025

**SANTOSH MARUTI SHENDKAR**

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**ADHAAR CARD IS ATTACHED as id**





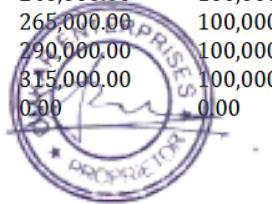
Omkar Enterprises

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#### AMORTIZATION SCHEDULE

Loan Amount: in Rs **100,000.00**  
 Loan Start Date: **02nd Oct, 2025**  
 Loan End Date: **30th Sep, 2026**  
 Total amount Payable (including funding amount) **397,500.00**

Interest Rate:	180 % Annually	25% Monthly			
Date	Payment in Rs	Interest to be Paid in Rs	Principal Paid in Rs	Interest Paid	Capital balance after repayment
1st - 7th Nov, 2025	22,500.00	40,000.00	0.00	40,000.00	100,000.00
1st - 7th Dec, 2025	25,000.00	25,000.00	0.00	65,000.00	100,000.00
1st - 7th Jan, 2026	25,000.00	25,000.00	0.00	90,000.00	100,000.00
1st - 7th Feb, 2026	25,000.00	25,000.00	0.00	115,000.00	100,000.00
1st - 7th Mar, 2026	25,000.00	25,000.00	0.00	140,000.00	100,000.00
1st - 7th Apr, 2026	25,000.00	25,000.00	0.00	165,000.00	100,000.00
1st - 7th May, 2026	25,000.00	25,000.00	0.00	190,000.00	100,000.00
1st - 7th Jun, 2026	25,000.00	25,000.00	0.00	215,000.00	100,000.00
1st - 7th Jul, 2026	25,000.00	25,000.00	0.00	240,000.00	100,000.00
1st - 7th Aug, 2026	25,000.00	25,000.00	0.00	265,000.00	100,000.00
1st - 7th Sep, 2026	25,000.00	25,000.00	0.00	290,000.00	100,000.00
1st - 7th Oct, 2026	25,000.00	25,000.00	0.00	315,000.00	100,000.00
1st - 7th Nov, 2026	0.00	0.00	100,000.00	0.00	0.00



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## ANNEXURE B – TERMS & CONDITIONS

1. Nature of Transaction – This is a private business-to-business funding arrangement linked to market-based investments, not a public deposit, NBFC activity, or fixed deposit scheme.
2. The Borrower shall pay the Lender a fixed return of 2% per month on the principal amount under this Agreement. In addition, the Borrower may, at its discretion and subject to business performance, provide an additional voluntary performance-based return of up to 18.00% per month. Such voluntary performance-based return shall not be construed as a contractual obligation, guarantee, or assured return, but rather a goodwill sharing by the Borrower, subject to availability of surplus funds.
3. Performance-Based Return – Up to 23.00% per month may be paid voluntarily by the Borrower based on business performance. This is not legally enforceable.
4. Principal Repayment – Full principal will be repaid in the 13th month from the loan date.
5. Lock-in Period & Pre-Withdrawal –  
The Lender agrees to a minimum lock-in period of eight (8) months from the date of loan disbursement. No withdrawal of the loan amount is permitted during this period except through mutual written consent.
6. If the Lender requests pre-withdrawal after the lock-in period but before completion of the loan term, no penalty shall apply. However, no returns (guaranteed or performance-based) shall be payable on the withdrawn capital for that month.
7. Any payments already made for that month shall be adjusted, and the pending capital amount shall be calculated and repaid in the next monthly cycle only.
8. Payment Method – All payments via NEFT/IMPS/RTGS only.
9. Security – Borrower to issue 1 Post-Dated Cheques (PDCs) encashable only after 3 consecutive months of guaranteed payment default.
10. Delay in Payment – Delay beyond 30 days in guaranteed return of 2% attracts ₹50/day penalty; no penalty on performance-based portion.
11. The Borrower shall endeavor to make all repayments, including principal and monthly returns, on the scheduled dates as per this Agreement. However, the Borrower shall be entitled to a grace period of up to ninety (90) days from the due date to complete such repayment, without such delay being deemed a default or breach of this Agreement. The Lender expressly acknowledges and agrees that both monthly return payouts and principal repayment is subject to this grace period.”.
12. Risk Acknowledgement & Legal Advice Confirmation – The Lender confirms that they have read and understood all terms of this Agreement, including the risks of investment and payment delays. The Lender acknowledges that they had the opportunity to seek independent legal, financial, or tax advice prior to signing and enters into this arrangement voluntarily, without coercion or misrepresentation.
13. Confidentiality – Both parties shall maintain confidentiality of all terms and related information.  
Non-Harassment & Professional Recovery – Recovery only via written communication or legal/arbitration channels; no threats, visits, or public defamation.
14. Goodwill & Reputation Protection – Lender shall not damage Borrower's personal or business image; breach allows Borrower to claim damages.
15. Non-Criminal Clause – Disputes are civil in nature; no criminal proceedings unless proven fraud in civil court.
16. No Director / Family Liability – No claims against personal assets, family, or unrelated businesses of Borrower or directors.
17. Cheque Usage Restriction – PDCs to be used strictly per this Agreement; misuse will lead to legal action.



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18. Suicide / Personal Acts Disclaimer – Personal acts of the Lender, including self-harm, are unrelated to this Agreement; no liability on Borrower.
19. Private Arrangement Disclaimer – Not regulated under Banning of Unregulated Deposit Schemes Act, 2019 or RBI NBFC guidelines.
20. Written Communication Only – All official communication must be via registered post, official email, or signed acknowledgement; verbal/WhatsApp messages not binding.
21. Recovery Costs – Each party bears its own legal costs unless ordered otherwise by a competent court.
22. No Third-Party Assignment – Rights under this Agreement cannot be transferred without Borrower's written consent.
23. Asset Protection Clause – No claim over Borrower's assets beyond agreed repayments.
24. Limitation of Liability – Borrower's total liability is limited to principal + guaranteed returns only.
25. Withdrawal of Legal Action – Upon settlement, Lender must withdraw all legal/complaint actions immediately.
26. Data Privacy – Personal data kept confidential; disclosure only as required by law.
27. Regulatory Reporting – Borrower may share Agreement details with tax/regulatory authorities if required.
28. Termination – Agreement ends when both parties fulfill all obligations.
29. Waiver Clause – Failure to enforce any term does not waive that right.
30. Representation of Funds – Lender confirms funds are lawful and free from criminal activity.
31. No Joint Venture / Partnership – Agreement does not create a partnership or employment relationship.
32. Evidence Priority – Bank transfer proofs, signed receipts, and this Agreement are primary evidence
33. Dispute Resolution – All disputes resolved by arbitration in Pune, Maharashtra, under the Arbitration and Conciliation Act, 1996; award is final and binding .



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## LENDER DECLARATION FORM

Lender Declaration & Undertaking  
(Annexure to Loan Agreement)

This Declaration is executed on the 02nd day of Oct, 2022, by the undersigned (the "Investor/Lender").

### 1. Personal Details of Investor

Name: **MRS. NARMADABEN PARMAR**

Address: **Shakti Society, Vankarvas, Cholada, Ahmedabad, Gujarat - 382 260**

PAN: **EPZPP9141H** Aadhaar: **529782024077**

Phone/Email: [narmadaparmar1501@gmail.com](mailto:narmadaparmar1501@gmail.com)

Loan Amount Provided: ₹ 1,00,000

### 2. Source of Funds Declaration

I hereby declare that:

- The funds provided to Omkar Enterprises are from lawful sources, free of any encumbrances or criminal activity.
- The investment is made using my own funds, not borrowed or third-party money, unless disclosed in writing.

### 3. Understanding of Transaction

- I confirm that this is a private loan arrangement and does not constitute a public deposit, bank FD, NBFC activity, or collective investment scheme.

- I have read and understood the Loan Agreement and Terms & Conditions attached.
- I understand that returns are linked to the performance of the Borrower's business and may be subject to delays or adjustments as per the Agreement.

### 4. Risk Acknowledgement

- I understand that there may be risks of repayment delays due to market, business, or regulatory factors.

- I agree that my remedies are civil in nature and disputes will be resolved only via arbitration/legal processes as specified.

- I acknowledge that no director, officer, employee, or family member of the Borrower is personally liable. My claim is only against the Company.

### 5. Voluntary Consent

- I am entering this arrangement voluntarily, without coercion, force, or misrepresentation.

- I had the opportunity to seek independent financial, tax, and legal advice before signing.

- I accept that all communication must be in written form (email/post). WhatsApp or verbal messages will not be binding.

### 6. Tax Responsibility

- I understand that all returns received are taxable income in my hands.

- I shall declare such income in my tax filings as per the Income Tax Act, 1961.

I, the undersigned lender, hereby declare my acceptance of the terms and conditions of this opportunity.

My reply via e-mail to this declaration shall be treated as my **valid signature and binding acceptance** of the agreement.

Signed & Declared by Lender

Name: **MRS. NARMADABEN PARMAR**

Date: \_02nd Day of Oct, 2025

