

**RUPEE LOAN AGREEMENT**

**No. GF000**

**BETWEEN**

**BORROWER(S)**

**AND**

**GROMOR FINANCE PRIVATE LIMITED**

**("LENDER")**

**RUPEE LOAN AGREEMENT No.**

GF000

THIS Rupee Loan Agreement No. GF000  
between:

("Loan Agreement") is made and executed by and

**GROMOR FINANCE PRIVATE LIMITED**, a non-banking financial company incorporated under the provisions of the Act, having its Corporate Identity Number **U65990MH1997PTC110103** and having its Registered Office at **304, 3rd Floor, K L Accolade, 6th Road, Santacruz East, Mumbai - 400055** (hereinafter referred to as "**Lender**" which expression shall, unless repugnant to the subject or context thereof include its successors transferees, novatees and assigns) of the **FIRST PART**;

**AND**

**THE PERSON(S) SET FORTH IN SCHEDULE I HERETO**, (hereinafter referred to as the "**Borrower**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns) of the **SECOND PART**.

The expressions Borrower (as described in Schedule I) and "the Lender" shall individually be referred to as a "**Party**" and collectively be referred to as the "**Parties**".

**WHEREAS**

1) The Borrower requires funds for the Purpose (as defined in **Schedule II**) and has approached Lender for availing the Loan Facility

2) Based on the representations and assurances of the Obligors, the Lender has agreed to provide the Loan Facility to the Borrower and the Borrower has agreed to avail the Loan Facility from Lender on the terms and subject to the conditions contained in this Loan Agreement along with the Schedule hereto and the General Terms and Conditions (as defined hereinafter) as applicable to the Loan Facility.

**1. Definitions**

1.1 In this Loan Agreement, unless there is anything repugnant to the subject or context thereof, the expression listed below shall have the following meaning:

"**General Terms and Conditions**" shall mean the General Terms and Conditions as applicable with this Loan Agreement governing the Loan Facility, provided by the Lender herein and duly registered on 7th June 2018, with the Sub-Registrar of Assurance, Sub-Registrar Andheri-7, Mumbai vide registration no. BDR-18/6126/2018 in book no. 01 Serial No. 6126, Registration Year 2018, a copy of which is available on the website of the Lender namely, <https://gromor.in/downloads/general-terms-and-conditions-gfpl-bl.pdf>. The General Terms and Conditions shall be deemed to form an integral part of this Loan Agreement and shall be read in conjunction and concurrently as if they are specifically incorporated herein.

"**Invoice**" shall mean the genuine unpaid invoice uploaded by a Seller on the Platform which is raised on the Borrower and is duly accepted by the Borrower.

"**Last Disbursement Request Date**" shall mean, subject to the fulfilment of the conditions of this Loan Agreement, the last date of request for Disbursement, as provided in **Schedule II**;

"**Platform**" shall mean the mobile application of Minkspay through which the Facility shall be requested by the Borrower.

"**Seller**" means a seller of goods and/or services who is registered on the Platform.

1.2 All capitalized term used but not defined in this Loan Agreement shall have the respective meaning as assigned to it under the General Terms and Conditions.

**1.3 Interpretation**

In this Loan Agreement, save where the context otherwise requires would be interpreted as provided in the General Terms and Conditions.