

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

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.

2. Acknowledgement

The Obligors confirms, represents and acknowledges having received a copy of the General Terms and Conditions and that the Obligors have read and understood the terms referred therein and agrees to abide by the terms, conditions, covenants and undertaking contained in the General Terms and Conditions.

3. Disbursement of Loan Facility and Application of Proceeds

Lender, at the request and representations of the Obligors, agrees to provide to the Borrower and the Borrower agrees to avail from Lender, the Loan Facility for the Purpose, on and subject to the fulfilment of the terms, conditions and covenants contained in this Loan Agreement, the other Financing Documents and the Schedules written hereunder.

4. Effective date of the Loan Agreement

This Loan Agreement, General Terms and Conditions and other Financing Documents are binding on the parties hereto on and from the date of this Loan Agreement and shall be in force and effect till the Final Settlement Date, unless terminated in accordance with the provisions of the Agreement.

5. Terms and Conditions

The Loan Facility shall be governed by the terms and conditions mentioned in Schedule II and written hereunder. The details of the cost and charges and incidence of such charges are provided in Schedule III.

6. Insolvency & Bankruptcy

The Obligors shall not undertake any insolvency resolution process or voluntary winding up (if applicable) or file for insolvency under the applicable law without the prior written consent of the Lender. Further, regardless of whether the insolvency resolution process is voluntary or involuntary, any resolution plan proposed by the Obligors or any of its directors including its managing directors/promoters to the resolution professional will need to have the prior written consent, permission and no objection from the Lender. Towards this end, the Obligors shall procure necessary undertaking from its directors including its managing directors and promoters to act in compliance with this clause. In the event upon obtaining the approval of the Lender, the Borrower initiates a voluntary insolvency/liquidation under the Insolvency and Bankruptcy Code 2016 ("IBC"), as amended from time to time, it shall appoint the resolution professional in consultation with the Lender.

7. Re-borrowing

7.1. Till the Last Disbursement Request Date, the Borrower shall be entitled to request for Disbursement of any amount of the Loan Facility which has been repaid in accordance with this Loan Agreement, provided that –

- (a) no Event of Default exists;
- (b) no Material Adverse Effect or default has occurred and is continuing; and
- (c) the Disbursement requested along with the outstanding Loan Facility shall not have exceeded the Loan Facility.

7.2 All the terms of conditions of this Loan Agreement and General Terms and Conditions shall apply to there-borrowing mentioned in Clause 7.1.

7.3 Notwithstanding anything contained herein above, any Disbursement from the Loan Facility which has been repaid shall be at the sole discretion of the Lender.

IN WITNESS WHEREOF the Parties have caused this Loan Agreement to be executed and acknowledged by their respective authorized officials or representatives hereunto duly authorized, as hereinafter appearing on the day, month and year written herein below

Parties	Signatory Name	Authorization Date	Authorization	Signature
Lender	Bhupesh Namdeo Morye	22.03.2017	Authorized Signatory of the Lender, pursuant to the resolution of its Board passed in that regard on AuthorizationDate who has signed these presents in token thereof	B.N. Morye
Borrower			Authorized Signatory of the Borrower, pursuant to the minutes of its meeting, passed in that regard on AuthorizationDate who has signed these presents in Token thereof	
		Not Applicable	Borrower represented by its Proprietor	

SCHEDULE I

DETAILS OF THE BORROWER

SCHEDULE II**TERMS AND CONDITIONS OF THE LOAN FACILITY**

Sl.No.	Particulars	Details
1	Place of Agreement	
2	Date of Agreement	
3	Place of Occupation of Borrower	
4	Purpose of Loan	Towards payment of the Invoice(s) raised by
5	Loan Facility	Not exceeding INR () Only) (Overall limit)
6	Last Disbursement Request Date	
7a	Upfront Fees	NIL
7b	Insurance Premium	NIL
8	Tenure	(a) Maximum of 30 days from each of the Disbursements (b) Any part of the Loan Facility outstanding after repayment in accordance with (a) above, shall be repaid before the expiry 12 months from the Initial Disbursement Date.
9	Loan Servicing and Repayment of Principal and Interest	As would be intimated and acknowledged on each of the Disbursement Date(s) which, in no case shall exceed the Tenure provided in (b) above.
10	Interest Rate	
11	Penal Interest	6.00% p.a. (over and above the Interest Rate plus applicable taxes)
12	Foreclosure	Anytime, before the Final Settlement Date, the Obligors shall have the right to foreclose the entire Loan Facility together with Interest and other monies till the date of such Foreclosure by paying a Foreclosure Charge along with applicable taxes. Such right of Foreclosure can be exercised by giving 10 (Ten) Business Days prior written notice (“ Notice Period ”) to the Lender and making the Foreclosure within 15 (Fifteen) days from the date of expiry of the Notice Period. [Plz check the applicability]
14	Condition Precedent	In addition to the Condition Precedent mentioned in the General Terms and Conditions, the Disbursement shall be subject to the receipt of the Invoice by the Lender.
15	Other Conditions	The Borrower shall not obtain financing or financial assistance and/or discount any of the Invoices presented to the Lender under this Agreement.

SCHEDULE III

COST AND CHARGES

In addition to the Impost, Cost, Charges and Taxes mentioned in the General Terms and Conditions, the following charges shall apply in respect of the events specified herein till the Final Settlement Date

	Heads of Charges	Charges
1	Charges per Failure of ECS/NACH execution/ Dishonor of Cheque	INR 500/- (Rupees Five Hundred Only plus applicable taxes)
2	Late Payment Fees on Non-Payment on Due Dates	INR 500/- (Rupees Five Hundred Only), along with applicable taxes
3	Foreclosure Charges	NIL
4	Charges on miscellaneous request(s) such as, change in servicing date, changes in loan servicing bank account, replacement of security/servicing cheques etc	INR 500/- per instance (Rupees Five Hundred Only plus applicable taxes)
5	Charges on miscellaneous requests for documents, letters, certificates, etc.	INR 500/- per instance (Rupees Five Hundred Only plus applicable taxes)
6	Instrument Swap Charges/ change of servicing accounts	INR 500/- per instance (Rupees Five Hundred Only plus applicable taxes)
7	Cash Collection Charges	INR 100/- per instance (Rupees Hundred Only plus applicable taxes)
8	Change in EMI date	INR 500/- per instance (Rupees Five Hundred Only plus applicable taxes)
9	Mandate Rejection Charge (NACH registration rejection due to non-technical reason)	INR 100/- per instance (Rupees Hundred Only plus applicable taxes)

SCHEDULE IV

SECURITY

The Obligations of the Obligors shall be secured by way of:

- a) Demand Promissory Note for the principal and the Interest payments/ repayment and other monies in relation to the Loan Facility;
- b) Cheque(s) issued by the Obligors for amounts equivalent to the Loan Facility and interest payment/ repayment of the Loan Facility.

(The security specified in this Schedule is referred to as the "**Security**" which shall include any further or additional Security Interest that may be created in favour of the Lender).

Date:

Ref.No: GF000

Attention:

Sub: Sanction of Credit Facility
Ref: Application Number -GF000

Dear Sir,

We refer to various discussions we have had with your good-self, regarding your proposal seeking debt facility of INR _____ Only).

In this regard, we are pleased to inform you that we have considered your request for sanction of an amount of INR _____ Only) on the terms mentioned in the Annexure here to.

Please have this letter duly signed by your authorized signatory as acknowledgement of your acceptance of the sanction.

Thanking You, Yours
faithfully,

AGREED AND ACCEPTED

For Gromor Finance Private Limited

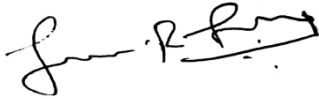
For

By:



Name: Bhupesh Namdeo Morje
Title: Director

Name:
Title:



Name: Santosh Raghu
Shetty Title: Director

Gromor Finance Private Limited

Registered Office: 304, 3rd Floor, KL Accolade, 6th Road, Santacruz East, Mumbai-400055

GSTN No. 27AAGCS3928Q2ZL

CIN: U65990MH1997PTC110103

Tel: 022-61344779/080-49652288

Email: info@gromor.in

ANNEXURE - I

Sl. No.	Particulars	Details
1	Purpose of Loan	Towards payment of the Invoice(s) raised by
2	Sanctioned Loan Facility	Not exceeding /- (Only)
3	Processing Fees	NIL
4	One-time Aggregate Loan Insurance Premium	NIL
5	Tenure	Maximum of 30 days from each of the Disbursements The Loan Facility shall be repaid before the expiry 12 months from the Initial Disbursement Date, door-to-door
6	Minimum drawdown amount	No Minimum amount
7	Loan Servicing and Repayment of Principal and Interest	As would be acknowledged on each of the Disbursement Date(s)
8	Interest Rate	
9	Penal Interest	6% p.a. (over and above the Interest Rate plus applicable taxes)
10	Prepayment Charges	NIL
11	Condition(s) Precedent	In addition to the Condition Precedent mentioned in the General Terms and Conditions, the Disbursement shall be subject to the receipt of the Invoice by the Lender.
12	Other Conditions	The Borrower shall not obtain financing or financial assistance and/or discount any of the Invoices presented to the Lender under this Agreement.

B.N. (Signature)

(Signature)

Gromor Finance Private Limited

Registered Office: 304, 3rd Floor, KL Accolade, 6th Road, Santacruz East, Mumbai-400055

GSTIN No. 27AAGCS3928Q2ZL

CIN: U65990MH1997PTC110103

Tel: 022-61344779/080-49652288

Email: info@gromor.in

Paste Photo and Sign Across

Borrower/Proprietor

Application Details - GF000					
Amount : INR		FirmName :		Firm Website :	
Tenure :		FirmType :		GSTN :	
Purpose :WorkingCapital		Year of Incorporation :			
Applicants Details					
Role	Name	Email Id	Mobile No	POI	POA
Proprietor					
Addresses					
Corporate :					
Operational :					
Registered :					
Bank Statement(s)					
Account	Bank Account Number			Bank IFSC	

I/We declare that all particulars and information given in the application form are true, correct and complete and that they shall form the basis of any loan Grom or Finance Private Limited may decide to grant tome/us

Represented by its

Gromor Finance Private Limited

RegisteredOffice:304,3rdFloor,KLAccolade,6thRoad,SantacruzEast,Mumbai-400055

GSTN No.27AAGCS3928Q2ZL

CIN:U65990MH1997PTC110103

Tel: 022-61344779/080-49652288

Email:info@gromor.in

VERNACULAR DECLARATION

Date :

**To,
Gromor Finance Private Limited
304, 3rd Floor, K L Accolade, 6th Road,
Santacruz East, Mumbai - 400055**

Ref: Application Number - GF000

Dear Sir/Ma'am,

We, the Obligors, do hereby solemnly affirm and declare as under:

The details of the Financing Documents have been read over and explained to us in Hindi Language and We have understood the contents thereof. We further agree to and accept the terms which too have been explained to me by

Signatory Name	Role	Agreed, Understood and Accepted
	Proprietor	

Date:

To,
Gromor Finance Private Limited
304, 3rd Floor, K L Accolade, 6th
Road, Santacruz East, Mumbai -
400055

**Sub: Declaration of End use of
Funds Ref: Application Number -
GF000**

Dear Sir/Ma'am,

I/we have been sanctioned a Loan Facility of **INR** Only) by your organization.

As stated in the application form the said loan is for the Purpose of Working Capital. I/We hereby represent, warrant and confirm that the aforesaid Purpose is a valid purpose and is not speculative or illegal / antisocial in any manner. Furthermore, proceeds from the Loan Facility, shall not be used for capital market purposes.

I/We further agree, confirm and undertake that the Purpose of use of funds shall not be changed in any manner during the tenure of the Loan Facility.

I/We agree that any breach of default in complying with all or any aforesaid undertaking(s) shall constitute an Event of Default under the Agreements.

(Capitalized term not defined hereunder shall have the same meaning as ascribed to under the Agreements)

Thanking
You,
Yours
Faithfully



For