

This Loan Agreement is executed on this 19<sup>th</sup> day of August, 2015; Between lender le (PAN No. ), s/o , Address: , hereinafter referred to as the Lender which expression unless repugnant to the context shall mean and includes its legal representatives, assignee and administrator; And shifali rathore (PAN No. ) s/o , Address: , hereinafter referred to as the Borrower which expression unless repugnant to the context shall mean and includes its legal representatives, assignee and administrator; Whereas at the request of the Borrower, the Lender has agreed to grant a loan not exceeding a sum of INR **120000** Thousand Only (INR **120000**) to the Borrower for a period of **12** Months on terms and conditions hereinafter contained.

1. The Lender agrees to lend to the Borrower a sum not exceeding INR 120000 Thousand Only (INR 120000 ) to the Borrower for a period of 12 (12 ) months at 0 % rate of interest, the borrower accepts the loan and agrees to repay the amount in accordance with the terms and conditions set out in this Agreement.

2. Both parties represent covenants and warrants to each other that:

a) that he / she has read all the terms and conditions, privacy policy,

and other material available at the website of Rosh Capital Advisory Private Limited and RupaiyaExchange.com and unconditionally agree to the same;

b) that the information and financial details submitted by him / her on the website of Rosh Capital Advisory Private Limited and RupaiyaExchange.com are true and correct;

c) that they understand that Rosh Capital Advisory Private Limited and RupaiyaExchange.com only facilitate meeting of lenders and borrowers and is not engaged or is responsible for either lending or ensuring that the borrower shall repay the borrowed amount on time; and

d) Rosh Capital Advisory Private Limited and RupaiyaExchange.com (or its Representatives including Directors or employees or other related parties) is in no manner responsible towards either loss of money or breach of privacy or leakage of any confidential information.

3. The Borrower agreed to pay interest and additional interest payable on the Loan as follows:

a) The Loan will carry interest at such rate as may be agreed in terms of Schedule I to this Loan Agreement.

b) The Borrower shall pay the interest along with the principle and

penal interest of penalties if any on 10th of every month starting from the month which follows the month in which the Loan is disbursed to the Borrower by the Lender. Such repayments of Loan shall continue until the date of complete repayment of loan.

c) Any default by the Borrower in payment for dues towards interest or principle would entail an additional interest charge of 24% on the entire Loan, levied from the date of the default without prejudice to Lenders other rights available as per this agreement and on default / failure of the Borrower to pay the same.

d) Provided also that the obligation to pay additional interest shall not entitle the Borrower to set up a defence that no event of default as mentioned hereunder has occurred.

4. The Loan shall be disbursed by the Lender to the Borrower within a period of 7 (seven) days from the date of execution of this Agreement. The execution of this Agreement is also an instruction to Lender that it shall transfer by electronic means a sum equal to INR 120000Thousand only (INR 120000) to the Borrower's account within 7 days. The details of account numbers and other details for transfer of funds are provided in Schedule II of this Agreement.

5. The Borrower will provide \_\_\_\_\_ postdated signed cheques to the Lender. The Borrower shall not close this bank account without

prior intimation to Lender and in case such an account is closed, the Borrower shall replace all cheques with fresh cheques. The Lender could present these cheques with the bank in case the Borrower is in default of payment of Equated Monthly Instalments.

6. The Borrower shall utilise the said Loan only for the purpose as stated in the registration and the loan shall not be utilised for any other purpose.

7. At the option of the Lender, and without necessity of any demand upon or notice to the Borrower all of which are hereby expressly waived by the Borrower and notwithstanding anything contained herein the said dues and all of the obligations of the Borrower to the Lender hereunder shall immediately become due and payable irrespective of any agreed maturity and the Lender shall be entitled to enforce its security, including presentation of cheques provided to the Lender upon the happening of any of the following events:

- a) If any representations or statements or particulars made in the Borrower's proposal / application are found to be incorrect; or
- b) the Borrower commits any breach of any term set out in this Agreement; or
- c) the Borrower fails to repay the loan amount on the designate date

on which the repayment of loan is due; or

d) If any attachment, distress execution or any other such process is initiated against the Borrower; or

e) If the Borrower ceases or threatens to cease or carry on its business or profession or declares itself bankrupt or insolvent.

8. The Borrower hereby agrees and gives consent for the disclosures by the Lender of all or any such

a) Information and data relation to it;

b) The information or data relating to any credit facility availed of / to be availed by it;

c) Default if any committed by it in discharge of such obligation, as the Lender may deem appropriate and necessary to disclose and furnish to Credit Information Agencies and any other agency authorized in this behalf by RBI; and

d) The Borrower declares that the information and data furnished by it to the Lender are true and correct.

9. The Borrower undertakes that:

a) the Credit Information Agencies and any other agency so authorized may use the said information and data disclosed by the Lender in the manner as deemed fit by them; and

b) the Credit Information Agencies and any other agency authorized may furnish, for consideration, the processed information and data or products thereof prepared by them to Banks / financial institutions and other credit grantors or registered users as may be specified by the Reserve Bank in this behalf.

10. The Borrower shall indemnify and hold the Lender harmless from and against any and all loss, damage or other consequences which may arise or result from giving the Loan to the Borrower and shall reimburse the Lender upon demand all such sums and shall upon request appear and defend at the Borrower's own cost and expenses any action which may be brought against the Lender in connection therewith. The Borrower and the Lender acknowledge that Rosh Capital Advisory Private Limited and RupaiyaExchange.com (or its Representatives) is not obligated to perform any obligation for them and that it is only a service provider to them that facilitates the transaction between them. In case of any loss or damage to Rosh Capital Advisory Private Limited and RupaiyaExchange.com (or its Representatives) due to their action or inaction, the Lender and the Borrower shall indemnify the Rosh Capital Advisory Private Limited and RupaiyaExchange.com (or its Representatives).

11. The Borrower shall reimburse and pay to the Lender all costs, charges and expenses, including stamp duty and legal costs on actual basis and other charges and expenses which may be incurred in preparation of these presents and related to and or incidental documents and enforcement of the rights of the Lender there under or any other document security created / executed by the Borrower in favor of the Lender.

12. The Borrower agrees to accept the statement of account sent by the Lender or by any other authorized representative of the Lender as conclusive proof of the correctness of any such claim to be due from him.

13. Any notice or demand hereunder shall be in writing signed by any Lender's Officers and may be made by emailing the same or sending it through the post addressed to the Borrower at the address specified above or the address last known to the Lender; and a notice or demand so given or made shall be deemed to be given or made on the day it was so left or, as the case may be, two business days following that on which it was so posted, and shall be effectual notwithstanding that the same may be returned undelivered and notwithstanding the Borrower's change of address.

14. If any provision of this agreement is illegal, invalid or unenforceable for any reason, it will be severed from the remaining provisions when will remain unaffected.

15. In the event of any dispute, difference or question arising between the parties hereto in relation to or in connection with anything to be done under this agreement and the same remains unresolved for a period of one (1) month, despite the mediation of the respective parties authorized persons, it shall be referred to arbitration before the arbitrator appointed by the Rosh Capital Advisory Private Limited and RupaiyaExchange.com in accordance with the Indian Arbitration and Conciliation Act, 1996 and the rules framed there-under. The award given under the said process shall be final and binding on the parties. The venue of arbitration proceedings shall be New Delhi. The Courts at New Delhi alone shall have exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this Agreement. Cost of arbitration shall be borne by the Borrower. The parties shall bear their own legal costs. The arbitrator shall have the authority to pass appropriate orders as to costs.

16. This Agreement shall be governed by and construed in all respect with the Indian Laws and any matter or issues arising



hereunder or any dispute hereunder shall be subject to the jurisdiction of the Courts of the City of Delhi in India.

17. The lender is advised to astutely assess all apparent risks and expected benefits before investing. Rosh Capital Advisory Private Limited and RupaiyaExchange.com is a marketplace that carefully assesses and lists borrower(s) profiles for all types of investor(s) with varying risk appetites. Rosh Capital Advisory Private Limited and RupaiyaExchange.com highlights all relevant facts at its disposal for every borrower, however, decision of investment solely rests with the lender.

For \_\_\_\_\_ For \_\_\_\_\_ Borrower Lender Witness 1 2 Schedule  
I : EMI Amortization Schedule Schedule II Lender's Details lender le  
(PAN No. ) s/o Address: Bank Account Details: Name: lender le  
Account Number:147852369789 Bank Name:13 Bank  
Address:147852369789 IFSC Code:12256DCB -----

----- Borrower's  
Details shifali rathore (PAN No. ) s/o Address: Bank Account Details:  
Name: shifali rathore Account Number:78944561234789 Bank  
Name:12 Bank Address:sector 62 noida IFSC Code:MNDIO456