

LOAN APPLICATION FORM

TYPE OF ACCOUNT : Individual Proprietorship Firm HUF
 Others

CLIENT'S PERSONAL DETAILS

Name Mr. /Mrs. /Ms. / M/s _____

DATE OF BIRTH Sex : Male / Female : Marital Status : Married /Unmarried

Father's / Husband's Name _____

Name of the Firm (In case of Proprietorship Firm/HUF): _____

Correspondence Address : _____

COLOURED
PHOTOGRAPH OF
INDIVIDUL WITH
SIGNATURE ACROSS
THE PHOTOGRAPH

City _____ Pin _____ State _____ Country _____

Nationality : Indian / Others

Phone(with STD Code):.....

Mobile..... Fax.....Email ID.....

Pan Number

Permanent Address

.....City.....

Pin..... State.....Country.....

EDUCATION DETAILS:

High School Graduate Post-Graduate Doctorate Professional Degree Under High School
Others Please Specify.....

OCCUPATIONAL DETALS

Service Central Govt. State Govt. Public / Private Sector Professional Business
Student Retired House Wife Others

Nature of Business (Products & Services Provided).....

Name of Employer / Establishment

Office Address

.....City.....Pin.....

State.....Country..... Phone (with STD code)..... Mobile.....

Fax..... Email..... Website.....

OTHERS BROKER’S / SUB-BROKER’S DETAILS

Whether registered with any other broker / sub-broker in India YES NO

If yes, Name of the broker

SEBI Registration No.

Name of the exchange

Client Code No.

Details of Sub-broker

Broker’s/ Sub-Broker’s Address.....

Broker’s/ Sub-Broker’s Phone No.....

Details of any action taken by SEBI/ Stock Exchange / any other authority against the constituent or its partners / /promoters/whole time Directors / Authorized person in charge of dealing in securities for violation of securities laws / other economy offence.

IDENTITY & ADDRESS PROOF DETAILS

PARTICULARS	NUMBER	DATE OF ISSUE	DATE OF EXPIRY	PLACE OF ISSUE
PAN CARD
PASSPORT
DRIVING LICENCE
RATION CARD
MAPIN ID
VOTER ID CARD

FINANCIAL DETAILS

Income Range (P.A.) Below Rs. 1 Lac Rs. 1-2 Lac RS. 2-5 Lac Above 5 Lacs

Sources of Funds :

INVESTMENT / TRADING EXPERIENCE

....No Prior Investment ExperienceYears in EquitiesYears in DerivativesYears in other Investment related to fields

EXPERIENCE IN LEVERAGES PRODUCTS

.....No Prior ExperienceLess than 1 YearLess than 3 YearsGreater than 3 Years

Any disputed statutory dues and unpaid dues / other pending dues :

(if, yes, please give details)

.....

.....

STOCK PROFILE DETAILS

... Nil < Rs. 5 Lac Rs. 5-25 Lac ... Rs. 25-50 Lac Rs. 50-1 Cr. Above 1 Crore

DETAILS OF LOAN

Existing **SHRI PARASRAM FINANCE PVT LTD**

Name of Lender (OTHER THAN SPFPL)

Sanctioned Amt.	Rs.	Sanctioned Amt.	Rs.
Outstanding Amt.	Rs.	Sanctioned Amt.	Rs.
Type of collateral	Rs.	Type of collateral	Rs.

Purpose of Fresh Loan	Buying and Selling of Securities	Loan Duration.....
Fresh Applied Amr	Rs.....	

BANK ACCOUNT DETAILS OF SOLE / FIRST HOLDER

Bank Name.....
 Account Number..... Branch.....
 Address.....

9-Digit Code Number of the Bank and Branch appearing on the MICR Cheque issued by the Bank.....

Account Type ...Saving Current NRE/NRO OTHERS

DEPOSITORY ACCOUNTS DETAILS WITH DESIGNATED BROKER:

Type of Depository : CDSL NSDL
 Name of Depository
 Beneficiary Name
 DP ID Beneficiary ID.....

WITH OTHER BROKER

Type of Depository : CDSL NSDL
 Name of Depository
 Beneficiary Name
 DP ID Beneficiary ID.....

DETAILS OF INTRODUCER

Introduced by Another Client Employee Others..... Specify..... Client ID of introducer
 Name of Introducer.....
 Correspondence Address
CityPin.....
 State.....Country.....Phone (With STD code).....
 Mobile.....E-mail.....PAN NO.....

Signature for the Introducer

Declaration

- 1) I/We have read and understood the relative terms and conditions. I/We also understand the risks involved in margin based trading I/We accept and agree to be bound by the said terms and conditions.
- 2) I/We confirm that I/We am/are a resident Indian and has neither been debarred by SEBI from trading nor am/are associated with any entity debarred by SEBI from trading
- 3) I/WE confirm that the funds will be used for my declared business and will not be used for any anti social purpose.
- 4) I/We confirm that the securities against which I/We am/are conferring a right of pledge and/or which I/We have offered as collateral, are held by me in my name(s) and not in my capacity as a trustee agent or guardian of another person.
- 5) I/We confirm that the securities, against which I am confirming a right of pledge and/or which I/We have offered as collateral, are not attached by any Government authority.
- 6) I/We understand the sanction of the loan/line of credit facility is at the sole discretion of Shri Parasram Finance Pvt. LTd. and I shall execute necessary security documentation as per the Shri Parasram Finance Pvt. LTd. requirements and to its satisfaction from time to time.
- 7) I/We understand that Shri Parasram Finance Pvt. LTd. has the right to recall the funds if they are not used for the stated purpose and/or without giving any reasons whatsoever during the pendency of the loans and the decision of Shri Parasram Finance Pvt. Ltd. to this effect shall be final.
- 8) I/We am no a policially exposed person (PEP) or none of my family members are PEPs.
- 9) I/We agree to inform immediately in writing to Shri Parasram Finance Pvt. LTd. in event of any change in the information provided by me.
- 10) I/We confirm that the information furnished above is true and correct in all respect to the best of my knowledge.

Name Signature:.....

ASSETS

1. Bank Deposits

Bank Name

Account No. Branch.....

Address.....

.....

Balance (Cr.) Rs.....

Account Type Saving Current NRE/NRO OTHERS..... Please Specify.....

2. Investments in Share / Stocks

DP ID DP Name..... Client ID.....

Market Value Rs.(Please enclose Demat Account Statement)

3. Investments In Immovable Property

Type of Property : Residential Commercial Agricultural

Location Address

.....

4. Movable Property

Description:	Market Value
(a).....	Rs.
(b).....	Rs.....
(c).....	Rs.....
(d).....	Rs.....

LIABILITIES

1. Loan from Bank

Bank Name

Address

..... Pin Code.....

Balance (Dr.) Rs. Rate of Intrest.....

2. Borrowing Form Other Sources

Details :

Balance (Dr.) Rs..... Rate of Intrest.....

3. Unpaid Statutory Liabilities (if Any)

Details :

Balance (Dr.) Rs..... Rate of Intrest.....

Total Liabilities (B) Rs.....

Net Worth (A-B) Rs.....

Name..... Signature

FOR OFFICE USE ONLY

Risk Profile (at the time of sanctioning of loan)

HIGHT

Medium

Employee Details

Employee Name

R M ID Date

Signature of RM

Approver Name

Date

Signature of Approver

Loan Details :

Approved

Not Approved

Amount

Tenure

KYC and AML Eligibility Checked By :

(As per RBI Circular No. RBI/2008-09/72 Dated July 1st 2008)

Name of Employee.....

Signature of Employee.....

Field Investigation of Address & Client Done By :

(As per RBI circular No. RBI/2008-09/72 Dated July 1st, 2008)

Name of Employee.....

Signature of Employee.....

Original Documents Checked By :

Name of Employee.....

Signature of Employee.....

Form Checked And Approved By :

Name of Employee.....

Signature of Employee.....

MASTER LOAN AGREEMENT

This Agreement entered into Between **Shri Parasram Finance Pvt. Ltd.**, a company incorporated under the Companies act 1956 and having Its Registered Office at **Gupta Chambers, B-7, Nimri Shopping Centre, Bharat Nagar, Delhi-110052** and having Corporate Office at **Gupta Chambers, B-7, Nimri Shopping Centre, Bharat Nagar, Delhi-110052** (hereinafter called- SPFPL) which term shall, wherever the context permits, mean and includes its, successors, administrators, and assigns.

AND

S/O _____

R/O _____

The Person hereinafter referred to as the "Borrower(s)", whose name and address appears in the Schedule hereunder (which expression shall, unless repugnant to the context or meaning thereof include, where the Borrower an individual or sole proprietary concern or an Hindu Undivided Family & his/her/its heir(s), successors, executors and Legal Representative(s), where the Borrower is a partnership firm, and all its partners and survivors of any deceased partner or their successors and where the Borrower is a company, a society or a trustee, its successors and administrators.

AND

S/O _____

R/O _____

The persons hereinafter referred to as the "Guarantor(s)", whose name and address appears in the schedule hereunder which expression shall include as above.

WHEREAS SPFPL is a Non-Banking Finance company that undertakes the business of lending and finance, and as part of its business, provides loans against securities or any other valuables and/or finance for purchase of securities either in primary and/or secondary market.

AND WHEREAS the Borrower is desirous of buying, from time to time, Securities (as defined hereunder) in physical or DEMAT form or being in need of funds to finance subscription to & or purchase of Securities in physical or DEMAT form through one of the brokers empanelled by SPFPL ("the Broker"), or to borrow funds for other purposes against Securities in physical or DEMAT form, the Borrower has approached SPFPL for a loan of the amount mentioned in the Schedule hereunder/ will approach SPFPL from time to time for loan(s) of the amounts mentioned in the respective loan applications and sanctions (hereinafter collectively referred to as "the Loan") & outstanding interest thereon.

AND WHEREAS the Borrower has submitted the signed Loan Application Form and financial details will submit signed Loan Application Form for each successive loan and has also agreed to pay the charges & interest agreed thereon.

AND WHEREAS the Guarantor has furnished the Guarantor's Details and has agreed to guarantee the repayment of the loan/ each successive loan as per the Loan Application Form and due performance of this Agreement by the Borrower as referred to herein.

AND WHEREAS the securities market by its nature is highly volatile and requires quick actions undertake to mitigate/ make the loss good

AND WHEREAS relying upon the representations and promises of the Borrower(s) and the Guarantor(s) SPFPL has agreed to provide to the Borrower(s) the loan facilities,

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

DEFINITIONS:

"Bank account" means the bank account opened by the Borrower with a bank acceptable to SPFPL.

"Designated DEMAT Account" means a DEMAT Account opened by the Borrower which shall be operated only by SPFPL on behalf of the Borrower(s) or a DEMAT Account in the name of SPFPL" wherein the Securities are held on behalf of the Borrower.

"Designated Broker" means a broker who is registered with Commodities Exchange and is designated by the mutual consent of the Borrower and SPFPL out of the panel maintained by SPFPL for the purpose.

"Document" includes information in electronic form.

"Exposure" means the maximum amount, as determined by SPFPL from time to time considering the Margin, outstanding loan together with the amount payable for Securities that the Borrower can buy through the Designated Broker.

"Exposure Limit" means the Exposure as reduced by the cumulative value of net purchases (Net Purchases= purchases less Sales confirmed by SPFPL and executed by the Borrower through the Designated Broker).

"Loan" means the amount(s) of Loan facility disbursed by SPFPL on the account of the Borrower from time to time.

"Loan Amount" means the outstanding amount of the Loan(s), interest and all other charges expenses on such out standings amount payable under this Agreement by the Borrower to SPFPL. 3

"Loan Facility" means facility, to borrow whether one time, or from time to time in accordance with this Agreement sanctioned by SPFPL to the Borrower.

"Margin" means the amount elusion which the Borrower agrees to keep with SPFPL to avail the Exposure limit or the Loan Facility. It may be by cash deposit and/or Securities held in the designated DEMAT Account or pledge/ transferred by the Borrower or transferred to SPFPL as collateral for the dues against the Borrower.

"Margin Available" means the aggregate market value of securities held as reduced by the outstanding loan.

"Margin Deficiency" means a situation or contingency where the value of aggregate available securities is as referred in here & above Margin Available is inadequate to meet the Margin Requirement

"Pay-in" means the delivery of the Securities sold and/ or payment of the purchase price of Securities to the Exchange in respect of the transactions relating to Securities affected in accordance with the procedures laid down by the Exchange in which the trading of the Securities has taken place.

"Pay out" means the payment of the sale price and/or delivery of Securities purchased by the Exchange in respect of the transaction relating to Securities effected in accordance with the procedures prescribed by the Exchange in which the trading of the Securities had taken place.

"Pay-out-Date" means the date on which Pay-out is to be effected by all stock exchange in India (BSE/NSE) & all commodities exchange in India (e.g. MCX/ NCDEX/ NSEL) for the transaction in respect of Securities during the settlement period as provided in accordance with the procedures of the Stock Exchange in which the transaction was effected.

"Securities" means any security or commodity traded on a recognized exchange in India or in physical form. Securities means, in the case of commodities in DEMAT form, any security traded on a commodity exchange in India, which provides storage of physical commodity under the control of the Exchange and delivery of physical commodities to holders of securities on demand. Securities include, in the case of physical commodities, the documents of title like, invoice, delivery challan, warehouse receipt etc. which are, as per trade practice, considered to be evidence of ownership of the goods represented thereby and delivery of which constitutes the delivery of the relevant commodities or unconditionally authorizes the possessor to take delivery of the commodities. Without prejudice to the above securities includes securities as defined in the Securities Contracts (Regulation) Act, 1956.

"Tolerance Limit" means the percentage of Exposure as expressed in margin deficiency, fixed by SPFPL from time to time, beyond which Clause 4(b) of this Agreement shall be operative.

"Working day" means a day on which trading of securities takes place on the Exchange

(1) Rules of Interpretation:

Unless the context otherwise requires :

- (a) Any reference to the singular shall include plural and vice versa and words importing one gender shall include other genders.
- (b) The expressions month and year shall be construed as the calendar month or calendar year.
- (c) Any reference to an enactment, regulations, rules or any instrument (including any specific section, clause or article therein) shall be construed to refer to the same as amended or replaced, as the case may be;
- (d) Reference to days or dates which do not fall on a Working Day, shall be construed as references to the day or date falling on the immediately preceding subsequent Working Day.

(2) (a) Upon the request of the Borrower, SPFPL has agreed to lend and grant the Loan Facility to the Borrower upon the terms and subject to the conditions contained herein to enable the Borrower to purchase Securities, transact in the Securities through the Designated Broker or to borrow funds for other purposes against securities.

(b) In consideration of SPFPL, granting Loan Facility to the Borrower under this Agreement, the Guarantor unconditionally guarantee due and timely repayment of all Loan Amount according to its terms and compliance of all terms and condition of this Agreement by the Borrower and to pay on first demand and without demur all amounts due against the Borrower under this Agreement, whether on account of principal loan, interest, additional interest, costs, charges, loss on sale of securities or otherwise jointly and severally. Any statement of account by SPFPL to the Borrower shall be binding on the Guarantor. This Guarantee shall be a continuing guarantee and shall not be revocable till all the payments as above have been made. It shall not be necessary for SPFPL to either exhaust other remedies against the Borrower or recover from other securities before proceeding against the Guarantor or to implead the Borrower in any claim or proceeding against the Guarantor. In case any claim of SPFPL is not enforceable against the Borrower for any reason, the Guarantor shall be liable to meet it as the principal debtor. This guarantee shall not be discharged by any subsequent variation of the terms of this Agreement by SPFPL as reserved to it in this Agreement or by any grant of time or other forbearance by SPFPL to the Borrower or by death or change of constitution of the Borrower or the Guarantor.

(3) (a) For availing the loan, the Borrower shall furnish a Loan Application Form, a Promissory Note and loan processing fee, if any as applicable from time to time.

(b) After sanction of the loan, the Borrower shall, if not opened earlier, i) open a bank account with the designated bank with POA to SPFPL ii) open a DEMAT Account with the nominated depository with POA to SPFPL and iii) open a trading account with a designated broker.

(c) Before disbursement of the loan, The Borrower shall deposit the Margin money amount in the designated bank account or margin securities the designated DEMAT account or with the SPFPL and the loan shall be disbursed by pay-in to the Exchange for the purchase of securities which will remain pledged/ transfer d with SPFPL for due repayment of the loan.

(d) In case of fixed period loan,

- (i) The loan shall be repayable in such number of equated monthly Installments and due on such dates as mentioned in the relevant repayment schedule which will constitute part of this Agreement.
- (ii) The Borrower shall issue advance cheques/ ECS Instructions in favor of SPFPL for payment of each EMI and assures that each cheque/ ECS shall be honored by his bank when presented.
- (iii) The Borrower may, subject to prepayment/ pre-closure charges, prepay the loan at any time in part or in full. SPFPL may consider to return such securities for part thereof, if separable, subject to availability of adequate margin for the balance loan, if any and any guarantees made by the Borrower.
- (iv) The prepayment would invite prepayment charges as mentioned in the repayment schedule.
- (v) The pre-closure would invite pre-closure charges as mentioned in the repayment schedule.

(e) Where a circulating loan is granted or a fixed loan is agreed to be converted into circulating loan:

- i. The Borrower shall deposit the amount of the Margin prescribed by SPFPL from time to time in cash and/ or in securities acceptable to SPFPL. The Securities shall either be pledged/ transferred in favour

- of SPFPL by marking a pledge /transfer on the securities or transferred to the Designated DEMAT Account.
- ii The Exposure Unit of the Borrower shall be arrived at and may be Intimated to the Designated Broker from time to time.
- (f) In case of loan against physical commodities-
- i. The Borrower shall pledge/ transfer the physical securities created 'with the finance by making a transfer with delivery to SPFPL.
 - ii. The Borrower shall not exercise the power to transfer the Securities given as Margin or held In the Designated DEMAT Account without prior approval of SPFPL.
 - iii. The Borrower shall execute in favour of SPFPL, an irrevocable and unconditional power of attorney in form and substance agreeable to SPFPL, authorizing SPFPL to, inter-alia, operate the Designated Bank Account as well as to do all acts, deeds and things as are necessary, In the opinion of SPFPL to safeguard Its Interest, Including without limitation, the power to transfer funds from Designated Bank Account to SPFPL's own accounts as collateral.
 - iv. The borrower authorizes SPFPL to obtain any Information that may be required by SPFPL from time to time and the borrower further declares that he has instructed the Designated Broker to give the mentioned Information to SPFPL on demand. The Borrower further authorizes. SPFPL to give such Information as may be needed to the Designated Broker from time to time.
 - v. Receipt of all funds pursuant to sale of Securities, Pay Out and Payment of all amounts pursuant to purchase of Securities shall be routed through the designated bank account. Pay-in shall be received only into and paid from the Bank Account. The amount funded by SPFPL out of the Exposure limit available to the Borrower shall be disbursed by SPFPL by way of credit to the Bank Account of the Borrower. The Borrower agrees that, the Pay Out proceeds received by the borrower In the Bank Account shall be first utilized for the purpose of repayment of the Loan Amount to SPFPL, unless otherwise permitted in writing by SPFPL to the Borrower.
 - vi. On repayment of the loan the right of the Borrower is to receive from SPFPL the securities as pledge/ transferred.
- (g) In case of loan against DEMAT commodities*
- i. The Borrower understands, declares and acknowledges that the subject matter of the loan is not a physical commodity but an exchange traded security, which by the rules and procedures of and subject to conditions and charges laid down by the exchange can be converted Into physical commodity.
 - ii. The Borrower shall create pledge/transfer on the Securities either by transferring the securities to the DEMAT account of SPFPL or by getting a pledge/ transfer registered with the Depository as per the Depositories Act.
 - iii. The Borrower shall irrevocably Instruct Designated Broker to credit the Securities on the relevant Pay-out Date holly and exclusively to the Designated DEMAT Account. The borrower shall give Irrevocable power of attorney to SPFPL to create pledge/ transfer on the Securities the Designated DEMAT Account or to transfer the securities into SPFPL's own beneficiary account as collateral, any and or all securities lying in the Designated DEMAT Account. The Borrower shall not create any charge. Or encumbrance or lien or any other adverse right, whatsoever on the securities that would be received from the Payout and/or available in the Designated DEMAT Account from time to time, other than in favour of SPFPL as aforesaid.
 - iv. The Borrower shall execute in favour of SPFPL, an irrevocable and unconditional power of attorney in form and substance agreeable to SPFPL, authorizing SPFPL to, inter-alia, operate the Designated DEMAT Account and the Bank Account as well as to do all acts, deeds and things as are necessary, In the opinion of SPFPL to safeguard its interest. Including without limitation, the power to create and/or close the pledge/ transfer on Securities lying to the credit of the Designated DEMAT Account or the power to transfer the securities/funds from Designated DEMAT and or Bank Account to SPFPL's own accounts as collateral. The Borrower shall execute and agree to execute such transfer instruction slip and/or other instrument of pledge/ transfer as may be required by SPFPL so as to enable SPFPL to transfer the Securities in its own name at any time; If SPFPL needs to cover any deficiency in the margin requirement to Borrower or to recover any amount due by the Borrower.
 - v. On repayment of the loan the right of the Borrower is to receive from SPFPL the securities any sale of the securities shall be on the exchange. The conversion of securities into physical commodity is outside this loan agreement and will be exclusively between the Borrower and the exchange. Any charges for such conversion and taking delivery of physical commodity shall be payable by the Borrower.
- (h) In case of loan against shares, except where a fixed loan is agreed to be granted by SPFPL against the Borrower's securities:
- i. The Borrower shall deposit the amount of the margin prescribed by SPFPL from time to time In case and/or In Securities acceptable to SPFPL. The Securities shall either be pledge/ transferred In favour of SPFPL by marking a pledge/ transfer on the securities or transferred to the Designated DEMAT Account opened for the purpose. The acceptability and method of valuation of securities shall be the exclusive decision of SPFPL and shall be binding on the Borrower.
 - ii. The daily Exposure limit of the Borrower shall be arrived at and may be intimated to the Designated Broker from time to time.
 - iii. The Borrower shall irrevocably instruct Designated Broker to credit the Securities on the relevant Pay-out Date holly and exclusively to the Designated DEMAT Account. The Borrower shall give irrevocable power of attorney to SPFPL to create pledge/ transfer on the Securities in the Designated DEMAT Account or to transfer the securities into SPFPL's on beneficiary account as collateral or to pledge/ transfer in favour of SPFPL or transfer into SPFPL's own beneficiary account as collateral, any and or all securities lying In the Designated DEMAT Account The Borrower shall not create any charge or encumbrance or lien or any other adverse right whatsoever on the securities that would be received from the Payout and/or available In the Designated DEMAT Account from time to time, other than In favour of SPFPL as aforesaid. The Borrower shall not exercise the power to transfer the Securities given as Margin or held In the Designated DEMAT Account without prior approval of SPFPL.
 - iv. The Borrower undertakes that only Notified Securities shall be transacted by the Designated Broker. The Borrower may also sell any Securities, which have been purchased pending receipt on Payout only if the Pay-in-Date for such sale succeeds the payout date for the purchase.

v. In the event of any cancellation/bad delivery / non-delivery in respect of any trade, SPFPL shall be entitled to re-compute the Exposure limit based on value of the balance Securities available and/or close the trade through any other broker at the Borrower's risk and shall be entitled to invoke the provisions of clause 4 hereunder.

vi. The Borrower shall execute in favor of SPFPL, an Irrevocable and unconditional power of attorney in form and substance agreeable to SPFPL, authorizing SPFPL to, inter-alia, operate the Designated DEMAT Account and the Bank Account as well as to do all acts, deeds and things as are necessary, in the opinion of SPFPL to safeguard its interest, including without limitations, the power to create and/or close the pledge/ transfer on Securities lying to the credit of the Designated DEMAT Account of the power to transfer the securities /funds from Designated DEMAT and or Bank Account to SPFPL's own accounts as collateral. The Borrower shall execute and agree to execute such transfer Instruction slip end/or other Instrument of pledge/ transfer as may be required by SPFPL so as to enable SPFPL to transfer the Securities in Its own name at any time; if SPFPL needs to cover any deficiency In the margin requirement to Borrower or to recover any amount due by the Borrower.

vii. Without prejudice to the foregoing, the Borrower authorizes SPFPL to obtain the following reports information from the Designated Broker:

- a. list of Securities purchased/Sold by the Borrower in each Exchange on a daily.
- b. list of Securities purchased/Sold by the Borrower in each Exchange on a settlement
- c. Pay-in /pay-out obligation of the Borrower for a settlement period in each Exchange settlement basis.
- d. Details of securities actually received In Payout or delivered in Pay-in by the Designated Broker on behalf of the Borrower.
- e. Any other Information that may be required by SPFPL from time to time.
- f. The Borrower further declares that he has instructed the Designated Broker to give the above mentioned information to SPFPL on demand or on pre-agreed time interval, as the case may be.
- g. The Borrower further authorizes the SPFPL to give such Information as may be needed to the Designated Broker from time to time.

viii. Receipt of all funds pursuant to sale of Securities, Pay Out, dividend, distribution or other amounts and Payment of all amounts pursuant to purchase of Securities, Pay-In shall be received only Into and paid from the Bank Account. The amount funded by SPFPL out of the Exposure limit available to the Borrower shall be disbursed by SPFPL by way of credit to the Bank Account of the Borrower. The Borrower agrees that, the Pay Out proceeds received by the Borrower In the Bank Account shall be first utilized for the purpose of repayment of the loan Amount to SPFPL, unless otherwise permitted In writing by SPFPL to the Borrower.

ix. The Borrower agrees and acknowledges that:

- a) SPFPL may notify from time to time the Securities in which the Borrower may trade. Alternatively, SPFPL may also specify the list of securities In which the Borrower shall not trade.
- b) SPFPL shall have the right to fix limit of trading volume/value for each individual or group of Securities.
- c) SPFPL shall have the right to restrain the Borrower from utilizing the loan facility for trading for a specified period
- d) SPFPL shall be entitled to seek from and impart to Credit Information Bureau (India) Ltd. or any other similar agency regarding credit information as to the Borrower and Guarantor and any default by them including under this Agreement.
- e) SPFPL shall have the right, by giving 3(Three) working days notice, to seek any Information about the Borrower that may, In the opinion of SPFPL, be necessary for the purpose of securing its rights and review the loan.
- f) The Borrower shall maintain sufficient balance in his bank account to honour cheque to given to SPFPL on whatever account. In case cheque is being dishonored by the bank for any reason, SPFPL, without prejudice to any other rights, be entitled to debit cheque bouncing charges as shown in the schedule at the end.
- g) The Borrower, having obtained professional legal advice, acknowledges and agrees that the restriction on the right to sell and deal In Securities contained in this Agreement are reasonable and conscionable to protect the interests of SPFPL In respect of repayment of the Loan Amount having regard to the inherent risks associated with the Securities and their market prices. Any action taken by SPFPL in terms of this Agreement shall not be capable of being challenged by the Borrower, and SPFPL shall not be liable to the Borrower for any loss or damage which may be caused to the Borrower as result.

- i) All payments (excluding margin) by the borrower shall be appropriated in the following descending order
- first towards expenses
 - then towards interest and overdue interest
 - balance towards principal

(4) SPFPL shall, on a regular basis, value the Securities pledge/ transferred and/or available In the Designated DEMAT account. Based on this, SPFPL has right to revise the exposure limit of the Borrower immediately which shall be binding on the Borrower. If at any time the value of the Securities falls or in the commercial opinion of SPFPL, is anticipated to fall, whether on account of any exceptional event or circumstance or otherwise, so as to create a Margin Deficiency, or otherwise jeopardize the lenders interests of SPFPL or expose SPFPL to any financial loss or damage in settlement or recovery of the loan Amount then:

(a) The Borrower shall, on the same working day of the Notice or at the discretion of SPFPL within the next working day, deposit such further Margin as may be demanded by SPFPL or repay the corresponding quantum of the loan Amount, failing which SPFPL reserves the right to stop all further exposure and to sell without further notice or recourse to the Borrower any or all Securities available in the Designated DEMAT Account and/or lying as collateral with SPFPL and/or Invoke the pledge/ transfer subsisting on Securities so as to adjust the proceeds towards the then out standings.

(b) However, If the margin Deficiency exceeds the Tolerance Limit, SPFPL reserves further right to immediately sell the securities on the exchange without prior notice to the Borrower without being liable for any loss or damage or diminution in value sustained by the Borrower and to have access to the Securities pledge/transferee d and the Securities available in the Designated Demat Account and to credit the proceeds

toward repayment, in part or full, of its out standings against the Borrower. SPFPL shall however intimate the Borrower within next (one) working day of such sale/ transaction.

(c) The Borrower agrees that it shall be sufficient for SPFPL to communicate / advise the method of calculation of margin or the security requirements as rate(s)/percentage(s) of dealings by any one or more methods and on such communication /advice the Borrower shall self monitor his dealings, margin deposits and margin requirements etc.

(d) The Borrower on his own shall keep himself updated about market rates of the securities, which are widely quoted through the media and the internet and /or from any other available sources shall avoid any possible margin deficiency by making shortfall of margin, The Borrower shall take all remedial or corrective actions measures before the margin deficiency touches the Tolerance Limit.

(e) The Borrower acknowledge and declares that the right of SPFPL to sell as provided hereinabove in this clause is by no way an obligation of SPFPL to sell and in the event SPFPL is unable to sell or in its wisdom retains the security to wait the market to improve, the Borrower shall not be entitled challenge such action of SPFPL and shall bear all consequences thereof unless the same is directly contrary to any valid instruction issued by the Borrower to SPFPL. Is directly contrary to any valid instruction issued by the Borrower to SPFPL.

(5) The Borrower agrees and acknowledges that:

(h) SPFPL shall be entitled to seek from and impart to Credit Information Bureau (India) Ltd. or any other similar agency regarding credit information as to the Borrower and Guarantor and any default by them including under this Agreement.

(i) SPFPL shall have the right, by giving 3(three) working days notice, to seek any information about the Borrower that may, in the opinion of SPFPL, be necessary for the purpose of securing its rights and review the Loan.

(j) The Borrower shall maintain sufficient balance in his bank account to honour EMI cheques /ECS and other cheques given to SPFPL on whatever account. In case any cheque being dishonoured by the bank for any reason, SPFPL, without prejudice to exercise any other rights, be entitled to debit cheque bouncing charges as shown in the Schedule as & when due.

(k) The Borrower, having obtained professional legal advice, acknowledges and agrees that the restriction on the right to sell and deal in Securities contained in this Agreement are reasonable and conscionable to protect the interests of SPFPL in respect of repayment of the Loan Amount having regard to the inherent risks associated with the Securities and their market prices, Any action taken by SPFPL in terms of this Agreement shall not be capable of being challenged by the Borrower, and SPFPL shall not be liable to the Borrower for any loss or damage which may be caused to the Borrower as result thereof.

(6) a. The Borrower and the Guarantor confirms and warrants that all securities that are or may be given from time to time whether in Margin or as collateral or pledge/transfer d are free from all defects, attachment, prohibitory orders, disputes, charges, tax dues, and encumbrances whatsoever and that the Borrower is the true and rightful owner of the same and that he has full title and /or authority to transfer/pledge/ transfer the same to SPFPL.

b. The Borrower and the Guarantor agrees to create an exclusive pledge/transfer/transfer in favour of SPFPL on securities belonging to the Borrower including but not limited to securities held in the Designated Demat Account free from any third party charge, lien or other encumbrances and to do all such acts, deeds and things and execute all such documents, declarations and forms as may be required re record/create the pledge/transfer under the depository system as per the provisions of the Depositories Act, 1996 and the regulations framed by the Forward Markets Commission (FMC) and /or effective pledge/transfer of the Securities in favour of SPFPL as acceptable to it including delivery of possession or transfer to its own DEMAT account.

c. The Borrower and the Guarantor hereby unconditionally and irrevocably appoints and constitutes SPFPL acting through any of its nominees, and/or employees as its Constituted Attorney to inter alia create the pledge/transfer over the securities as per Clause (6b) above and if SPFPL, so requires, the Borrower agrees to execute a separate power to attorney in this behalf. Provided however that the absence of such separate power attorney shall not in any way affect the power and authority hereby conferred.

(7) In respect of the Securities given at any time to SPFPL as collateral the Borrower agrees that SPFPL:

a. has the right to liquidate collaterals received from the Borrower without any prior intimation to the Borrower.

b. has the right to pledge/ transfer to a lender of its choice securities received as collateral from the Borrower, Has a full right and power to create a pledge or transfer or assign the securities hereby agreed to be pledged / transferred, to secure the Lender's borrowing from any bank or NBFC or any other lender by way of refinance or otherwise and in that connection the Lender may delegate its powers and authorities under the power of attorney granted under and / or pursuant to clause 6.c above, to and in favour of such bank, NBFC or any other lender.

c. has a right to call upon the Borrower to repay the loan or replace the collateral within the time limit prescribed by SPFPL. In case of a defect arising or coming to notice in respect of such Securities. In event of Borrower failing to comply with SPFPL instructions within the prescribed time limit SPFPL has the power to liquidate such Securities and appropriate the proceed towards settlement of the Loan Amount without any prior intimation to the Borrower.

d. has the right to return different securities of equivalent value to the Borrower on repayment of the loan/outstanding amount

(8) The loan is repayable unconditionally in full on demand at SPFPL absolute discretion and without giving any reason whatsoever, SPFPL would, however, give, in normal circumstances, 3 (three) working days' notice to the Borrower to repay the loan due together with interest accrued and all other amounts due till the date actual of realization.

(9) (i) Without prejudice to the provisions, of clause (8) the Loan Facility will be available for a period mentioned in the repayment schedule and the Borrower shall repay the same on or before the expiry of the said period calculated from the date of execution of this Agreement. SPFPL may, at its absolute discretion and subject to the Borrower being regular in payment of interest, renew the Loan Facility on the terms and conditions prevalent at the time of renewal. If and upon such renewal this Agreement shall apply to the renewed loan Facility, subject only to the modification so made. Accordingly, the Borrower and the Guarantor hereby agree and accept that the Securities, Promissory Note and/ or this Agreement and other documents and writings executed by the Borrower and/ or the Guarantor including pledge/ transfer or other security interest created by the Guarantor

shall be valid and shall be continuing security by way of an exclusive Charge of SPFPL for all monies which are due from the Borrower.

(ii) This agreement shall continue to be in force till all loans from SPFPL to the Borrower are repaid in full to the satisfaction of SPFPL and SPFPL issues a clearance certificate. However, the agreement shall continue to be operative for any loan granted during the continuance of the agreement and shall revive for any loan sanctioned within one year of the last full repayment.

- (10) The Loan shall carry interest at the rate mentioned in the repayment schedule calculated on daily basis. SPFPL may determine the rate of Interest from time to time with prior notice. Interest shall be calculated from the date of the disbursement of funds. The credit for receipt of funds shall be given on the next Working Day of realization of the funds in the bank account of SPFPL. SPFPL shall not be responsible for any delay on the part of the Borrower and/ or the bank to collect and/ or deposit the cheque or otherwise.
- (11) (a) In consideration of SPFPL agreeing to provide and/ or lend and advance the Loan Facility, the Securities available in the Designated DEMAT Account of the Borrower together with Securities that are to be received on Pay-outs from the Exchange and the Margin available as Cash or securities pledge/ transferred to SPFPL as collateral by the Borrower or the Guarantor from time to time, shall remain with SPFPL as an exclusive first charge for repayment of the loan, interest, costs and any other charges etc, due to SPFPL Without prejudice to the foregoing, SPFPL shall also be entitled to have recourse against assets of the Borrower specified in the application form and related documents. If on the expiry or non renewal of the Loan Facility, the net sum realized by the sale of securities and enforcement of other security is insufficient to cover the full amount of the loan Amount, the Borrower agrees to pay to SPFPL forthwith on demand such amount as will make up the shortfall good.
- (b) The Borrower and the Guarantor agree that the lender may in its turn place any of the securities placed by him/ her/ it as Margin by way of pledge/ transfer/sell/ assign or hypothecate for margin on his behalf with exchanges, banks or lending institutions to meet its own obligations, as the Lender may deem fit. The Borrower authorizes the lender to do all such acts, deeds and things as may be necessary and expedient for the above purpose.
- (c) The Borrower and / or Guarantor shall not have any right to proceed In any manner against the exchanges, banks or other lending institutions in respect of the securities pledged or transferred by the Lender In the matter of any dispute between the Borrower and the Lender, which may or may not concern securities provided by the Borrower.
- (12) Upon any default in payment of dues and/ or default in rectifying the deficiencies in Margin as mentioned In Clause 4 of this agreement the Borrower shall be liable to pay an additional Interest at such rata as mentioned in the repayment schedule on the entire loan amount payable from the date of the default till the date of payment of the loan amount/ rectification of Margin without prejudice to SPFPL' other rights under this Agreement and in law.
- (13) In consideration of SPFPL granting Loan Facility to the Borrower under this Agreement, the Guarantor unconditionally guarantee due and timely repayment of all Loan Amount according to its terms and compliance of all terms and conditions of this Agreement by the Borrower and to pay on first demand and without demur all amounts due against the Borrower under this Agreement, whether on account of principal loan, interest, additional interest, costs, charges, loss on sale of securities or otherwise jointly and severally. Any statement of account by SPFPL to the Borrower shall be binding on the Guarantor. This Guarantee shall be a continuing guarantee and shall not be revocable till all the payments as above have been made. It shall not be necessary for SPFPL to either exhaust other remedies against the Borrower or recover from other securities before proceeding against the Guarantor or to implead the Borrower in any claim or proceeding against the Guarantor. In case of any claim of SPFPL Is not enforceable against the Borrower for any reason, the Guarantor shall be liable to meet it as the principal debtor. This guarantee shall not be discharged by any subsequent variation of the terms of this Agreement by SPFPL as reserved to it this Agreement or by any grant of time or other forbearance by SPFPL to the Borrower or by death or change of constitution of the Borrower or the Guarantor.
- (14) Any notice or demand or any other communication required to be given herein by SPFPL to the Borrower and/ or the Guarantor shall be made at the address, email, fax or telephone number given by the Borrower/ Guarantor mentioned in the Schedule to this Agreement and may be given by one or more of these modes. In the event of any change in the address or other particulars of the Borrower/ Guarantor, the Borrower/ Guarantor shall forthwith intimate the same to SPFPL, failing which service of notice or correspondence to the address given by the Borrower/Guarantor shall be deemed to have been served sufficiently sent at that address and it would be deemed to have been delivered in the normal course to the Borrower/ Guarantor. The receipt issued by the Post office, Courier acceptance note and/or fax /email confirmation shall be construed to be conclusive proof of SPFPL having sent such notice. The term -Courier acceptance note- means the document issued by the courier company confirming delivery of the notice by SPFPL to the courier.
- (15) The statement of account sent by SPFPL shall be treated as conclusive proof of the correctness of any sum claimed to be due from the Borrower unless the Borrower reverts to SPFPL within a period of 3 (three) working days from the date of communication of the statement of account
- (16) a. SPFPL shall be entitled to sell, assign or transfer its rights and obligations under this Agreement to any person(s) of SPFPL choice in whole or in part and In such manner and on such terms as SPFPL may decide and deem fit. Any such sale, assignment or transfer shall conclusively bind the Borrower. The Borrower undertakes to execute any additional documentation or agreement including novation agreement for this purpose. The Borrower shall not be entitled to directly or indirectly assign the benefits or obligations accruing to the Borrower under this Agreement.
- b. SPFPL shall be entitled to raise refinance, loan or other financial accommodation from any bank, financial institution or other non-banking financial company or otherwise and for this purpose transfer the security interest created hereunder and /or to create pledge/ transfer of or transfer or assign the securities pledge/ transfer or to be pledged/ transferred by the Borrower and in that connection the Lender may delegate any of the powers and authorities conferred by the Borrower upon SPFPL under the power of attorney, to and in favour of such bank, financial institution or NBFC.

- (17) In consideration of the loan sanctioned for financing, the Borrower and Guarantor unconditionally and irrevocably agree to indemnify reimburse and hold SPFPL and the Designated broker free and harmless against all Liabilities, obligations, losses, damages, penalties, suits, costs, expenses, disbursements, claims, actions, proceedings In the event of any act of omission or commission by SPFPL in connection with this Agreement pursuant to the aforesaid loan;
- (18) All costs (Including Legal costs). Charges, expenses, taxes. Duties (Including stamp duties) In relation to this Agreement and any document executed pursuant here .to and In relation to the creation. Enforcement, realization and attempted realization of any Security shall be borne and paid by the Borrower. In the event the exchange or depository Imposes any charges or levies on the securities or the transactions therein, the same shall be payable exclusively by the Borrower.
- (19) Subject to other provisions of this Agreement SPFPL, may by giving 7 (seven) working days' notice. change any and/or all terms of this Agreement Inter alia with respect to the charges Including rate of Interest etc., margin requirement, notice period for rectifying margin, repayment of loan or any other terms, which It may deem fit In the event of non-acceptance of any such change by the Borrower, the Loan Amount shall become immediately payable end SPFPL shall be entitled '0 dose the loan Facility by liquidating the collaterals.
- (20) The Borrower agrees that this Agreement, the Promissory note. the Power of Attorney, Transfer instruction Slips and other documents and writings executed by the Borrower shall be irrevocable and shall not be revoked or be deemed cancelled by the death/dissolution/ winding up. the Borrower and SPFPL may, notwithstanding the death /dissolution/winding up of the Borrower, enforce and sell any or all the Securities and/or cause any and all the Securities to be sold or transferred and /or otherwise act pursuant to the said Power of Attorney or any other deeds documents and writing executed by the Borrower and all such acts of SPFPL shall be binding on his legal heirs, administrators and successors.
- (21) (1) Without prejudice to what is stated hereinabove and other rights and remedies of SPFPL, SPFPL shall be entitled to forthwith recall the Loan Amount and enforce Its right under this Agreement, If any of the following events ("Events of Recall") occurs, that is to say .if there is any-
- (a) Default by the Borrower in repaying the loan amount recalled or in payment of any interest. costs, charges and other amounts within 3 (three) working days from the date when due or when demanded;
 - (b) failure of the Borrower to maintain the Margin on the Loan Amount;
 - (c) breach of any of the terms and conditions of this Agreement;
 - (d) utilization of the Loan for any anti-social business or for purposes other than those specified In the application form;
 - (e) default by the Borrower under any other loan/facility provided by SPFPL
 - (f) bouncing of cheque & or failure of ECS issued by the Borrower to SPFPL towards EMI or other liability;
 - (g) any extraordinary situation or circumstances come to notice which In the opinion of SPFPL may make it impossible for the Borrower to fulfill his obligations or repay the Loan;
 - (h) Any information furnished by the Borrower or Guarantor to SPFPL in the application form or during the currency of the Loan 'a found to be misleading or incorrect or material feet is concealed In any materiel respect.
 - (i) SPFPL is It any time of the opinion feels/ realizes, that It is against its business interest or reputation to continue to deal with the Borrower.
 - (j) Transfer of business of the Borrower or reconstitution which involves change in the owners/partners/directors or management control or key personnel.
 - (k) The Borrower becomes the subject of proceedings under any bankruptcy or Insolvency law or being a company, goes into liquidation or has a receiver appointed in reaped of its assets. or itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking.
 - (l) the death/lunacy or other disability or disappearance of the Borrower
 - (m) Commencement of any legal proceeding against the Borrower under any criminal law In force
 - (n) Default in payment under any other loan/facility by SPFPL under the guarantee of the Borrower.
- (2) In the Event of Recall SPFPL may, without giving notice/ obtaining consent of the Borrower, be entitled (but not bound) to sell or otherwise dispose off, in any manner all or any of the Securities which are pledge/ transferred and/or Securities available In the Designated DEMAT Account or the Borrower by public auction or private contract in such manner and upon such terms and subject to such conditions as SPFPL may think fit, and the proceeds of such sale or disposal shall be applied first in payment of all costs, charges, and expenses of and incidental to such sale or disposal and or enforcement of the pledge/ transfer secondly in repaying the Borrower's dues and In respect of all outstanding due to SPFPL in respect of interest and thereafter for repayment of the Loan. Provided that the decision of SPFPL on the happening of an Event of Recall the number/ amount of Securities and the identification of Securities which are to be so sold or disposed of shall be final, conclusive and binding on the Borrower. Instead of making a market sale of securities, SPFPL shall also have the right to purchase such of the securities under sale, as it may think fit, and transfer the same from Borrower's Designated DEMAT Account to its own DEMAT account if required and give credit to the Borrower to the extent of value of securities calculated at the dosing Price of the said securities on the concerned Exchange. Provided that in the case of death of the Borrower who is an individual, SPFPL may in its discretion may not recall the loan, if prior to the recall the legal heirs or successors of the Borrower execute such agreements, documents and authorizations and/ or provide such further assurances and securities as the lender may require.
- (3) SPFPL shall not in any way be liable for any loss in course of realization or disposal as provided hereinabove.
- (4) In case, the proceeds of the sale or disposal of the securities are not sufficient to pay /repay the dues of SPFPL the Borrower binds himself and undertakes to make good the deficit immediately on request from SPFPL.
- (5) In the event the Borrower (and the Guarantor as the case may be) do not clear the account on demand, SPFPL shall, without prejudice to or effect on its other rights and remedies, be entitled and the Borrower and the Guarantor hereby authorize SPFPL to publish the default In press or other audio visual media for public notice.

- (22) The Borrower and / or the Guarantor and the Lender hereby agree and confirm that all rights, liabilities and obligations pertaining to the pledged/ transferred securities shall be subject to the right of the exchanges, banks or other lending institutions, in whose favour a pledge has been created by the Lender. The Borrower hereby further agrees and confirms that the pledge created in favour of the exchanges, banks or lending Institutions by the Lender shall not be released or discharged until repayment of the loan availed by the Lender from exchanges, banks or lending institutions. The Borrower shall raise no objection to any action taken by the exchanges, bank, or other lending Institutions against the Lender pursuant to the pledge or transferred.
- (23) Any delay in exercise or omission to exercise any right, power or remedy accruing to SPFPL hereunder shall not impair or abridge any such right, power or remedy nor shall it be construed to be waiver thereof;
- (24) The rights and remedies under this agreement are cumulative and not exclusive any rights or remedies provided by law.
- (25) If any provision of this Agreement is held Invalid, void, illegal or unenforceable by any court of competent jurisdiction, it shall in no way affect or invalidate this agreement or any other provision contained herein. If such provision is held Invalid in its scope or breadth, it shall be deemed valid to the extent of the scope and breadth permitted by law. All mailers under this Agreement shall be subject to the exclusive jurisdiction of the Courts at NCT of Delhi.
- (26) Any dispute or difference under or in connection with this Agreement, or any breach thereof, which cannot be settled by mutual negotiation between the Parties, shall be finally settled by arbitration conducted in accordance with the Arbitration and Conciliation Act, 1996 by a sole arbitrator. The Chairman of SPFPL shall nominate any reputed person conversant with stock market and financing as the Sole Arbitrator. In the event the person so nominated refuses or is unable to act as Arbitrator the Chairman of SPFPL shall nominate another person as the sale arbitrator and so on. The venue of the arbitration proceeding shall be NCT of Delhi.
- (27) This agreement shall come into effect and commence only on acceptance by SPFPL and execution by its authorized signatory at Delhi.

SCHEDULE

Name and address of the Borrower: _____

Name and address of the Guarantor: _____

IN WITNESS WHEREOF the parties hereto have signed this Agreement in acceptance of all terms and conditions stated above.

Shri Parasram Finance Pvt. Ltd.

Name: _____

Signature: _____

BORROWER

Signature: _____

GUARANTOR

Signature: _____

Witnesses:

Signature: _____

Signature: _____

Name: _____

Name: _____

Address: _____

Address: _____

Date:

To,

The Manager,
Shri Parasram Finance Pvt Ltd.
Delhi.

Dear Sir,

Reg: Disbursement of loan for subscription in IPO/MFs/Primary Market.

With regards to above, you are requested to finance the subscription of the following issues and issue cheques accordingly being part disbursement of loan sanctioned by you on my request and loan documents. I am enclosing herewith my Cheque / funds in your favor being my margin money for the same. I assure you that my margin amount, whether by ay of Cheque or otherwise, will stand credited to your account positively before the closure of the respective IPO. You have all the discretionary power to reject my application / request or withdraw the approval at any time. I will keep you indemnified against any claims, losses or proceedings related to this. I absolve you form all liability in respect of non/late furnishing of the subscription application(s) or its rejection by the issuer company(s) for any reason whatsoever.

Company Name / MF Scheme	Number of Shares/ units	Application Number	Amount (Rs.)

Signature of the Client:

Name:

Encl:

Chq. No.:

Drawn on:

PROMISSORY NOTE

Place:

Date:

Rs.....

ON DEMAND I/we.....unconditionally promise to pay Shri Parasram Finance Pvt Ltd. having their registered office at Parasram House, B-7 Nimri Shopping Centre, Bharat Nagar, Delhi – 110052 and a business office..... (Branch) or order, the sum of Rs..... (Rupees only) with interest there on @ % per annual with rest and/or any other rates Shri Parasram Finance Pvt Ltd. may fix from time to time for value received. Presentment for payment and nothing and protest of this note are hereby unconditionally and irrevocably waived.

Borrower Signature

Borrower Name.....

Borrower Address.....



I/we hereby deliver to you the above promissory note duly signed by me/us as securities for the repayment of Loan Facility.

Borrower Signature.....

LETTER OF CONTINUITY

To,

Shri Parasram Finance Pvt Ltd.
Parasram House,
B-7 Nimri Shopping Centre,
Bharat Nagar, Delhi – 110052

Dear Sir/s,

I/we enclose my/our Promissory Note for Rs..... (Rupees
.....only) payable on demand which is given to you as
securities for the payment by me/us to Shri Parasram Finance Pvt Ltd., of any sum now
due or which may hereafter be or become due by me/us to Shri Parasram Finance Pvt
Ltd. under the Master Loan Agreement executed with you whether by way of principal
loan, interest or any other amount notwithstanding the fact that the Loan Amount may,
from time to time, be reduced or extinguished, the intention being that the security shall
be continuing security to Shri Parasram Finance Pvt Ltd. for any borrowing by me/us at
any time or from time to time.

Yours faithfully,

Borrower Signature.....

Place.....

Date.....