

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 09/12/2019

Certificate No. G0I2019L2396



GRN No. 60683767



Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Divinevisioninfraretailpvt ltd

H.No/Floor : C165

Sector/Ward : 0

LandMark : Pushpanjali enclave

City/Village : Pitampura

District : New delhi

State : Delhi

Phone : 98*****91



Buyer / Second Party Detail

Name : Nicetel electronic pvt ltd

H.No/Floor : J0/32

Sector/Ward : 0

LandMark : Ground floor

City/Village : Rajori garden

District : New delhi

State : Delhi

Phone : 98*****90

Purpose : Agreement to Sell

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <http://egovernance.nic.in>

Loan Agreement

This Agreement is executed as of this 19/12/2019

By and between

M/s. Divine Vision Infra Retail Pvt. Ltd. a company Registered under the provisions of the Companies Act, 1956 having its Registered office at C-165, Pushpanjali Enclave, Pitampura, New Delhi-110034, through its authorized signatory Mr. Harish Kumar vide board Resolution dated 09/12/2019 hereinafter referred to as the "Borrower" which expression unless repugnant to the context shall mean and includes its legal representatives, assignee, nominee(s) and administrator;

And

M/s Nicetel Electronic Pvt Ltd a company Registered under the provisions of the Companies Act, 1956 having its Registered office at J-9/32 Ground Floor, Rajouri Garden, New Delhi-110027, PAN AABCN0753F through its authorized signatory Mr. Om Prakash Banga vide board Resolution dated....., hereinafter referred to as the "Lender" which expression unless repugnant to the context shall mean and includes its legal representatives, assignee, nominee(s) and administrator;

For DIVINE VISION INFRA-RETAIL PVT. LTD.

Auth.Sign./Director

For NICETEL ELECTRONIC PVT. LTD.

Director

WHEREAS at the request of the Borrower, the Lender has agreed to grant a loan on interest a sum of Rs. 4, 00, 00,000/- (Rs. Four Crore only) to the Borrower for a period of 8 months on terms and conditions hereinafter contained.

The parties agree as follows:

1. **Amount on Interest:** The Lender agrees to loan the Borrower the principal sum of Rs. 4, 00, 00,000/- (Rs. Four Crore only), on interest. And in accordance with the terms set forth below.
2. **Interest:** The Principal amount shall bear interest at the rate of 10% per Yearly, accruing Monthly. Notwithstanding, the total interest charged shall not exceed the maximum amount allowed by law and the Borrower shall not be obligated to pay any interest in excess of such amount.
3. **Repayment of Loan:** The Loan, together with accrued and unpaid interest and all other charges, costs and expenses, is due and payable on or before the due date 31/09/2020.
4. **Pre payment:** The Borrower has the right to prepay all or any part of the Loan, together with accrued and unpaid interest thereon, at any time without prepayment penalty or premium of any kind.
5. **Waiver:** The Borrower and all sureties, guarantors and endorsers here of, waive presentment, protest and demand, notice of protest, demand and dishonor and non payment of this Agreement.
6. **Successors and Assigns:** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the Lender and the Borrower.
7. **Amendment:** This Agreement may be amended or modified only by a written agreement, duly signed by both the Borrower and the Lender.
8. **No Waiver:** Lender shall not be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by Lender of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.
9. **Severability :** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
10. **Assignment:** Borrower shall not assign this Agreement, in whole or in part, without the written consent of Lender. Lender may assign all or any portion of this Agreement with written notice to Borrower.

For DIVINE VISION INFRA-RETAIL PVT. LTD.

Auth.Sgn./Director

For NICETEL ELECTRONIC PVT. LTD.

Director

11. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of NCT of Delhi, not including its conflicts of law provisions.

12. **Disputes:** Any dispute arising from this Agreement shall be resolved in the courts of the State of NCT of Delhi.

13. **Entire Agreement:** This Agreement contains the entire understanding between the parties and supersedes and cancels all prior agreements of the parties, whether oral or written, with respect to such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

SIGNATURES

Deep
B-97, Samik Vihar
Delhi-34

Neena
A 51 Rohini
Sector - 2.

Borrower's Signature

For DIVINE VISION INFRA-RETAIL PVT. LTD.

Harish Kumar Auth. Sign./Director

Lender's Signature

For NICETEL ELECTRONIC PVT. LTD.

Mr. Om Parkash Banga Director