

**LOAN AGREEMENT**

This **LOAN AGREEMENT** ("**Agreement**") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, at MUMBAI, by and between

**SBM Bank (India) Limited**, a company incorporated in India under the provisions of Companies Act 2013 and a banking company under the Banking Regulations Act 1949 and who is licensed to carry on its business of banking by the Reserve Bank of India and having its Registered Office at 101, Raheja Centre, 1st Floor Free Press Journal Marg, Nariman Point Mumbai, Maharashtra 400021 (hereinafter referred to as "**SBM Bank**" or "**Bank**" which expression shall unless it be repugnant to the context or meaning thereof include its successors-in-interest and assigns), of the One Part

AND

\_\_\_\_\_, having its office at - \_\_\_\_\_ (Herein after referred to as

"**Borrower**", which expression shall unless repugnant to the subject or context shall mean and include its successors and assigns) of the Other Part

The "**Borrower**" and the "**Bank**" shall together be referred to as '**Parties**' and individually as 'Party'.

WHEREAS the Borrower is in need of funds and hence has approached the Bank to grant him/her \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) only) for a period of \_\_\_\_\_ year ("**Unsecured Business Loan**");

AND WHEREAS the Bank has agreed to grant a loan to the Borrower, with interest, as the Bank and the Borrower have known each other for several years and on the basis of the promises made by the Borrower to the Bank.

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of this loan in writing.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as under: -

1. The Borrower hereto, requiring money, has requested the Lender to give him/her Unsecured Business Loan @ \_\_\_\_\_% p.a. to enable him/her to \_\_\_\_\_, to which the Lender has agreed.
2. The said Unsecured Business Loan is required by the Borrower for a period of \_\_\_\_\_ year, commencing from \_\_\_\_\_ and terminating on \_\_\_\_\_.
3. The Borrower hereby agrees and undertakes to return the Unsecured Business Loan, within the aforesaid period Of 3 year and, gives his personal guarantee for the same.
4. The terms and conditions of this Agreement are arrived at by the mutual consent of the parties hereto.
5. The Borrower has acknowledged the terms and conditions of the sanction letter dated \_\_\_\_\_ ("**Sanction Letter**"). Further, the Borrower has accepted the general terms and conditions dated \_\_\_\_\_ ("**General T&C**") and also accepted the most important terms and conditions dated \_\_\_\_\_ ("**Important T&C**").
6. The terms and conditions of the Sanction Letter, General MITC and Important T&C shall apply *mutatis mutandis* to this Agreement.
7. That the borrower is known to the Lender as a business personnel who wishes to use the amount of Unsecured Business Loan for the business best known to the Borrower
8. As security against the amount provided as per abovementioned details the Borrower without any pressure and out of his own will has provided following:
  - (a) Blank cheque vide Cheque no. \_\_\_\_\_ of \_\_\_\_\_ Bank which is presently dated as \_\_\_\_\_. This may be used as per the agreed between the Parties. The Borrower undertakes along with this that he will never complain to the Bank, police or other authority that these cheques were lost or fraudulent. The Borrower legally undertakes that the signature is correct, and the Borrower will not change the bank signature and if the Borrower does so then he/she will provide the Bank with valid replacement cheques immediately.

All the above information provided is true and verified by both the Parties and for the truthfulness, the Borrower will be responsible.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED, SEALED and DELIVERED by, for and on behalf of <b>SBM Bank (India) Limited</b>  Witness: 1. 2.	SIGNED, SEALED and DELIVERED by _____, the Borrower  Witness: 1. 2.
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