

#### PERSONAL LOAN AGREEMENT

THIS AGREEMENT is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_("Agreement")

#### **BETWEEN**

(hereinafter

referred to as "the Borrower") which expression shall unless the same be repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators, Successors, and assigns; of the ONE PART

#### AND

SBM Bank (India) Ltd. a company incorporated in India under the provisions of Companies Act 2013 and a Banking company incorporated in India under the Banking Regulations Act 1949 with CIN U65999MH2017FLC293229 having its Registered Office at 101, Raheja Centre,1st Floor Free Press Journal Marg, Nariman Point Mumbai 400021 and branch

(hereinafter referred to as "the Bank" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**.

WHEREAS the Bank has, at the request of the Borrower, agreed to grant / granted a credit facility by way of maximum principal term loan equivalent up to а amount in INR /(Rupees ) hereinafter called as ("Personal Loan"); inter-alia on the condition that the said Personal Loan will always be subject to the terms and conditions mentioned herein and as provided in the Annexures, and also those mentioned in the Bank's Sanction Letter \_ dated, addressed to the Borrower by the Bank and which will be issued to the Borrower in future from time to time (all such Sanction Letters are collectively referred to as "Sanction Letter");

#### IN CONSIDERATION HEREOF THIS AGREEMENT WITNESSETH THAT:

### 1. THE PERSONAL LOAN FACILITY:

The Borrower agrees to avail and borrow from the Bank and the Bank at the request of the Borrower agrees to grant and lend to the Borrower, the Personal Loan and in consideration of the Bank having agreed to grant/granted to the Borrower the Personal Loan, the Borrower irrevocably agrees undertakes and confirms to the Bank that the said Personal Loan will always be subject and in compliance and in accordance with the guidelines / notifications of the Reserve Bank of India ("RBI") as applicable from time to time and as mentioned below.

#### 2. DRAWDOWN AND CONDITIONS:

## 2.1 Drawdown:

The Personal Loan shall be available for drawdown within 30 (thirty) days from the date of Sanction Letter. An advance may on any Business Day during the Availability Period as mentioned in the Schedule 1 ("Availability Period"), be drawn under the Personal Loan Facility upon giving the Bank a notice of at least 15 (fifteen) business days as mentioned in the Schedule 1 ("Draw down Notice") specifying:

 $\begin{bmatrix} a \end{bmatrix}$ The drawdown date:

- [b] The currency and the amount of the advance, which shall be a minimum of INR /- (Rupees \_\_\_\_\_\_) or in multiples thereof or the equivalent thereof in any other alternate permitted currency.
- [c] Details of the account to be credited, if any.
- [d] The period of the Personal Loan which shall be an acceptable duration not exceeding the duration /term/tenor as mentioned in Schedule 1 (the "Term").
- [e] The Drawdown Notice specifies that no Event of Default (as mentioned hereunder) or potential Event of Default has occurred and/or is in existence or continuing; and
- [f] The additional conditions (if any) have been complied with.

On the performance by the Borrower of all conditions precedent as provided in the Sanction Letter and upon receipt of Drawdown Notice duly completed, the Bank may at its sole and absolute discretion disburse to the Borrower the amount in the currency set out in the Drawdown Notice and on the terms set out there in unless otherwise communicated by the Bank.

- 2.2 Mode of Disbursement:
  - [a] Disbursement of the Personal Loan may be made directly to the Borrower or in the operating account of the Borrower or in such other manner as may be decided solely by the Bank ("Account").
  - [b] The Bank shall have the right to adjust the said Dues (as defined hereinafter) or any other dues against undisbursed amount, if any.
  - [C] Disbursement shall be deemed to have been made to the Borrower on the date of the disbursement by cheque or pay order as the case may be or the date of crediting it in the Account.

# 3. INTEREST:

- 3.1 The Borrower shall pay to the Bank Interest on the said Dues in respect of the Personal Loan at the rate as mentioned in the Schedule 1 hereto ("Interest"). The Bank shall however, be entitled to revise upwards or downwards the rate of Interest from time to time having regard to applicable regulations/market conditions.
- 3.2 Calculation of Interest:

All Interest payable under this Agreement shall accrue on the basis and be calculated on the basis and in the manner and shall be payable by the Borrower with such rests and in such manner as mentioned in the Sanction Letter and Schedule 1hereto ("Interest Payment Date") to be addressed to the Borrower by the Bank from time to time and this Agreement shall be construed as if such terms were already mentioned in this Agreement.

3.3 Additional Interest:

The Bank reserves the right to impose Additional Interest at the rate as mentioned in the Schedule ("Additional Interest") on the breach of any covenant(s) of the Personal Loan or on happening of an Event of Default. Such obligation to pay the Additional / default Interest shall arise without the need for any notice thereof or demand, therefore. Provided also that the obligation to pay this default interest shall not entitle the Borrower to set up a defense that no Event of Default as mentioned hereunder has occurred.

3.4 Increased Cost:

The Borrower agrees to pay to the Bank the amount of any cost incurred by the Bank or any of its Affiliates as a result of:

- [a] The introduction of, or any change in, or any change in the interpretation, administration or application of, any law or regulation; or
- [b] compliance with any law or regulation made effective after the date of Sanction Letter.
- [c] solicitors and Lawyer's fees, stamp duty, registration charges and other incidental expenses incurred in connection with Personal Loan The terms "law" and "regulation" in this clause shall include, without limitation, any law or regulation, circular or notification concerning capital adequacy, prudential limits, liquidity, reserve assets or tax.

### 4. REPAYMENT / PREPAYMENT:

4.1 Dues:

The principal amounts of the Personal Loan may, if repayment is not demanded earlier by the Bank as mentioned in terms of this Agreement, be repaid by the Borrower to the Bank within the period of 60 months, starting from one month from the date of disbursement i.e. as stipulated in respect of each Personal Loan under the relevant/concerned Sanction Letter of the Bank ("the Due Date") by one bullet repayment of the entire principal amount together with all Interest and commission thereon and all actual legal and other costs, increased cost as mentioned in clause 3.4, charges, payments, re-imbursements and expenses relating thereto and payable hereunder and incidental to the Personal Loan, as on the Due Date (hereinafter collectively referred to as "said Dues") or by instalments payable as detailed in the Repayment Schedule attached hereto.

Provided however that the Bank will be entitled to demand immediate repayment of the Personal Loan amount if it becomes unlawful in any applicable jurisdiction for the Bank to perform any of its obligations as contemplated herein or to fund or maintain or continue the Personal Loan.

Provided further, that on the Due Date / Interest Payment Date if the Borrower does not repay the Personal Loan / Interest, then the same together with Interest at the rate aforesaid and all other charges, cost etc. as aforesaid i.e. the said Dues, shall be crystallised and shall be debited to the operating account (current /overdraft/Cash Credit) of the Borrower at any of its branches in India and in which case the operating account will carry/attract Interest on such debits at the rate applicable to such operating account. Provided further that in such event the provisions of this Agreement shall apply and extend to cover the said Dues debited to the operating account as aforesaid and the Borrower shall not be and not to be deemed as released and discharged in respect of any of its obligations hereunder and / or for the purpose of the securities created to secure the said Dues as mentioned below.

4.2 Intimation to Borrower:

No notice, reminder or intimation shall be given to the Borrower regarding its obligation to pay the amount payable hereunder on the Due Date and it shall be entirely the Borrower's responsibility to ensure prompt and regular payment of the amount payable by the Borrower to the Bank on the Due Date and in the manner herein provided.

4.3 Payment by Borrower free from restriction:

All sums payable by the Borrower under this Agreement shall be paid free of any restriction or condition and free and clear of and without any counter claim, set off, deduction or withholding, whether on account of tax or otherwise. If the Borrower is obliged by law to make any deduction or withholding from any such sum, then the sum payable by the Borrower shall be increased to the extent necessary to ensure that, after making the deduction or withholding, the Bank receives and retains (free from any liability except for tax on overall net income) a net sum equal to what the Bank would have received and so retained if no such deduction or withholding had been required or made.

- 4.4 Prepayment:
- [a] The Bank may, in its sole discretion and on such terms as to pre-payment fees, etc., as it may prescribe, permit pre-payment / acceleration of Equated Monthly Instalments (EMIs) or pre-payment at the request of the Borrower subject that the Bank may specify, from time to time, the minimum amount of prepayment/amounts payable on account of acceleration of EMIs. If permitted by the Bank, the Borrower shall give prior written notice of his intention to pre-pay the full amount of Personal Loan and pay to the Bank such pre-payment charges mentioned in the Schedule attached hereto, subject to change by the Bank from time to time.
- [b] The Borrower agrees that no pre-payment shall be made during the first 6 (six) months from the date of first disbursement or from the time, the Personal Loan is fully disbursed, whichever is later. Any pre-payment of any part of the Personal Loan has to be made in accordance with Schedule I and subject to applicable prepayment charges which shall be levied on the Borrower by the Bank. Save and except as mentioned above, the Borrower shall not be entitled to make any pre-payment. Notwithstanding the above, if the Borrower pays any amount to the Bank before the Due Date the Bank shall be entitled to appropriate the same in such manner as it deems fit and the Bank will give the Borrower credit for the same only on Due Date and not before.
- [c] In the event the Bank permits any pre-payment, the Repayment schedule may be altered by the Bank at its sole discretion and the Borrower agrees to adhere to the altered re-payment schedule.

## 5. **REPRESENTATION AND WARRANTIES:**

The Borrower hereby represents and warrants to the Bank on a continuing basis as under:

- [a] That there is no action, suit, proceeding or investigation pending or to the knowledge of the Borrower threatened by or against the Borrower or the property of the Borrower before any Court of Law or Government authority or any other competent authority which might have a material adverse effect on the financial and other affairs of the Borrower or which might put into question the validity, enforceability or performance of this Agreement or any of its terms and conditions;
- [b] No Event of Default or potential Event of Default has occurred and/or is in existence or continuing.
- [c] All factual and other information provided to the Bank was true and accurate as at a date no earlier than the date on which it was provided.
- [d] That the entry in and performance by the Borrower of the transactions under the Personal Loan will not /do not violate any covenants, conditions and stipulations under any existing agreement entered into by the Borrower or any law or regulation or Borrower's own constitutional documents.
- [e] That each of these representations will remain correct and complied with so long as the Personal Loan and/or any sum there under remain outstanding.

# 6. COVENANTS:

6.1 Affirmative Covenants:

The Borrower covenants with the Bank as under:

- [a] To maintain and preserve its corporate existence and all rights and privileges enjoyed, to conduct to the best of its ability its business in an orderly, efficient and customary manner.
- [b] To promptly give written notice to the Bank of:
  - i. All litigation /dispute / action from/against the Borrower from anyone (including any Governmental or regulatory authority) materially affecting the Borrowers.
  - ii. Any proposal by any public authority to acquire the assets or business of the Borrowers or to engage in competitive activities with the Borrower.
  - iii. Any Event of Default under the terms of this Agreement or of any document provided for herein.
- [c] The Borrower shall also furnish upon demand all/any security in such form and value as may be required by the Bank from time to time in amounts and values sufficient at all time in the opinion of the Bank to secure the repayment of the Personal Loan to the Bank.
- [d] to furnish to the Bank on a regular basis: insurance policy duly endorsed in Bank's favour, covering the value of security, hypothecated / mortgaged to the Bank.
- [e] That this Agreement shall operate as a continuing security to the Bank, to be enforceable for the repayment of the ultimate balance and/or all sums remaining unpaid under and in respect of the Personal Loan including all Interest and the said Dues.
- [f] The Borrower shall at the Bank's instructions ensure that the Borrower and the Borrower's auditors provide the requisite certifications to the Bank to enable the Bank to monitor the end use of the Personal Loan. Notwithstanding the same, the Bank shall have the right to monitor and verify the end use of the Personal Loan through its statutory auditors or independent auditors as deemed requisite by the Bank.
- [g] The Borrower shall provide a declaration to the Bank in respect of the credit facilities enjoyed by it from other banks as per RBI guidelines issued from time to time.
- [h] The Borrower shall provide regular certification by a company secretary/ chartered accountant, regarding compliance of various statutory prescriptions as per RBI guidelines issued from time to time.
- [i] The Borrower expressly recognizes and accepts that the Bank may, without prejudice to its rights to perform such activities itself or through its officials, be absolutely entitled and have full power and authority to appoint one or more parties of Bank's choice as its collection agent. Further Bank shall have power to transfer and delegate such authority to the said party, the right and authority to collect on its behalf unpaid dues and to perform and execute necessary acts, deeds, matters and things connected therewith or incidental thereto including sending notices and demand, receiving the outstanding (in cash/draft/ cheques) from the Borrower, entering into compromise with the Borrower giving the valid receipt and granting effectual discharge to the Borrower and generally performing all lawful acts as a third party may consider appropriate for the purpose.
  - 6.2 Negative Covenants: For so long as any of the said Dues are still outstanding, the Borrower shall not without the prior written consent of the Bank create, assume or incur any further indebtedness of a long-term nature whether for borrowed money or otherwise.

# 7. UTILISATION OF THE PERSONAL LOAN FOR THE PURPOSE:

The Borrower shall utilize the Loan only for the purposes as mentioned in the Sanction Letter of the Bank.

### 8. EVENTS OF DEFAULT:

At the option of the Bank, 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 or

in any security documents executed by / to be executed by the Borrower in the Bank's favour, the said Personal Loan and all of the obligations of the Borrower to the Bank hereunder, shall become due and payable irrespective of any agreed maturity, and the Bank shall be entitled to enforce its security, upon the happening of any of the following events ( "Events of Default"):

- [a] If any representations or statements or particulars made in the proposal of the Borrower are found to be incorrect or the Borrower commits or threatens to commit any breach or default in performance or observance of these presents or fails to keep or perform any of the terms or provisions of any other agreement between the Bank and Borrower in respect of the Personal Loan.
- [b] If the Borrower fails to pay either partly or fully any payment of principal or Interest on the said Dues or any obligation of the Borrower to the Bank under this Agreement or any other facility for a continuous period of 30 days after the same is due and payable.
- [c] If any attachment, distress, execution or other process against the Borrower, or any of the said securities or any part thereof, is enforced or levied upon or a receiver is appointed in respect property /assets of the Borrower or said securities or any part thereof.
- [d] If there is a failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors or threatens to do so, any petition in bankruptcy of by, or against the Borrower is filed or any petition for winding up of the Borrower is filed and not withdrawn within 30 days of being filed or the petition is admitted;
- [e] If the Borrower ceases or threatens to cease or carry on its Business.
- [f] If any circumstance or event occurs which in the opinion of the Bank is prejudicial to or impairs or imperils or jeopardizes or is likely to prejudice, impair, imperil, or jeopardise any other security given by the Borrower, or any part thereof or adversely affect in any manner the ability/ capacity of the Borrower to perform or comply with its obligations to hereunder to repay the Personal Loan.
- [g] If the Personal Loan or any part thereof is utilized for any purpose other than the purpose for which it sanctioned by the Bank.
- [h] If any of the foregoing events occur in relation to any third party which now or hereafter has guaranteed or provided security for or given any indemnity in respect of any money obligation or liability hereby secured or such third party if individual shall commit an act of bankruptcy or die or become incompetent to contract.
- [i] Any event, notified by the Bank, which is likely to constitute material adverse change. Material adverse change that shall have occurred (i) in the condition, financial or otherwise, prospect or operations of the Borrower; or (ii) which may, in the sole opinion of the Bank adversely affect the repayment of the Personal Loan amount.
- [j] If the Borrower being a partner of the partnership firm which is under process of dissolution; and
- [k] If the Borrower fails to provide additional cash covers/ securities for any or all the facilities / Loan, when called upon to do so by the Bank.

On the question whether any of the above events/circumstances has occurred/ happened, the decision of the Bank shall be final, conclusive and binding on the Borrower.

## 8(A) ACCELERATIONS

(i) The Bank shall have the right, at its absolute discretion, upon providing a notice in writing, to cancel all undrawn portions of the Personal Loan and demand repayment of all the said dues.

Upon receipt of such notice by the Borrower, all the said Dues along with all accrued Interest and other charges shall become immediately due and payable.

(ii) In the event of delay on the part of the Borrower in repaying the principal amount of any sum borrowed in a currency other than Indian Rupees, the Bank shall have the option to convert all the said Dues in the currency (other than Indian Rupees) into Indian Rupees at the rate of exchange prevailing on the date of conversion.

# 9. LIEN / SET OFF /RIGHT TO DEBIT:

- 9.1 The rights, powers and remedies given to the Bank by this Agreement shall be in addition to all rights powers and remedies given to the Bank by virtue of any other security, statute, or rule of law. The Bank may exercise a banker's lien or right of set-off against, all monies, securities and other property of the Borrower now or hereafter in the possession of or on deposit with the Bank, whether held in a general or special account or deposit, or for safe keeping or otherwise; and every such lien and right of set off may be exercised without demand upon or notice to the Borrower with respect to any obligation of the Borrower to the Bank in the same manner as if the obligation were unsecured and shall have a lien on all property / credit balance in any other account of the Borrower or securities of the Borrower in the Bank's possession or custody whether for safe-keeping or otherwise. If upon demand by the Bank the said Dues in the Account and Interest is not repaid within the prescribed time, then credit balance in any account of customer may be adjusted towards dues under the Account. In case of any deficit, the deficit amount may be recovered by the Bank from the Borrower.
- 9.2 The said securities shall continue to secure the deficit without prejudice to the right of the Bank to demand immediate repayment of the said Dues from time to time under the Personal Loan in terms of this Agreement, if any Interest remains unpaid on the date it is due and payable as mentioned above and in the Sanction Letter of the Bank from time to time, then all unpaid Interest on Due Date, at the option of the Bank shall be debited on the Due Date from the account of the Borrower at any of its branches in India. Any debit balance arising out of the Personal Loan / Account will attract /carry Additional Interest Rate as specified in the Schedule.

### 10. INDEMNITY:

The Borrower shall indemnify and hold the Bank and its directors, officers, employees, agents and affiliates and their respective directors, officers and employees (each an "Indemnified Party") harmless from and against any and all loss, damage or other consequences which may arise or result from giving the Personal Loan to the Borrower or performing any service to the Borrower thereunder and shall reimburse the Bank upon demand for any payment, loss and damage which the Bank may make, suffer or sustain by reason or on account thereof and shall upon request appear and defend at the Borrower's own cost and expense any action which may be brought against the Bank in connection therewith.

## 11. MISCELLANEOUS:

### 11.1 Business Day

Business Day shall mean a day on which the Mumbai branch of the Bank as mentioned in the Schedule is open for business during normal banking hours.

#### 11.2 Statement of Account:

The Borrower agrees to accept the statement of account sent by the Bank or by any other authorized representative of the Bank as conclusive proof of the correctness of any sum claimed to be due from him.

### 11.3 Rights and Powers under Security Documents:

Nothing contained in these presents shall be deemed to limit or affect prejudicially the rights and powers of the Bank under the security documents to be executed pursuant hereto, or letters of guarantee or any of them or under any law.

### 11.4 Grievance Redressal Mechanism:

In case of any grievances related to the Personal Loan, the Borrower can contact the below phone number and email id:

+91 22 4007 1500

nodal.officer@sbmbank.co.in

### 12. NOTICE:

Any notice or demand hereunder shall be in writing, signed by any of the Bank's officers and may be made by leaving the same or sending it through the post addressed to the Borrower at the address specified in schedule 1 or the address last known to the Bank; 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.

# 13. SEVERABILITY:

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

## 14. WAIVER:

Any forbearance or failure or delay by any party in exercising any right, power or remedy hereunder shall not be deemed to be waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof and every right and remedy of any party shall continue in full force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by such party.

### 15. ASSIGN / TRANSFER:

The Borrower shall not assign or transfer any of its rights and/or obligations under this Agreement except with the prior written permission of the Bank. However, the Bank reserves the right to assign, transfer, sell, novate or otherwise securitize the Loan with or without security in any manner the Bank deems fit whether with or without recourse to the Bank and without any reference or notice to the Borrower , in any matter whatsoever and such assignment, transfer, sale, novation can be in favour of any Company, association of persons, firm or trust whether located/placed in India or outside India subject to the laws and regulations applicable to the parties and, the rights and obligations of the Borrower and / or the Bank/Assignee/Transfere / Purchaser will remain unchanged.

# 16. LAWS AND JURISDICTION:

This Agreement shall be governed by and construed in all respects with the Indian Laws and Courts in India shall have exclusive jurisdiction.

# 17. SANCTION LETTER:

The Borrower agrees and confirms the terms and conditions of the Sanction Letter of the Bank should be in addition and be read in conjunction with this Agreement.

## 18. DISCLOSURE:

- 18.1 The Borrower hereby accepts and confirms that as a pre-condition to the grant of the Personal Loan by the Bank to the Borrower, the Bank, requires consent of the Borrower to make certain disclosures in relation to the Borrower including information and data relating to the Borrower and any Personal Loan availed of or to be availed of by the Borrower, obligations assumed or to be assumed by the Borrower in relation thereto and default, if any, committed by the Borrower in discharge thereof. Accordingly, the Borrower hereby agrees and gives consent to the disclosure by the Bank of all or any such:
- [a] information and data relating to the Borrower.
- [b] the information or data relating to any credit facilities including, the Personal Loan availed of or to be availed of by the Borrower from the Bank and the Borrower's obligations in any Personal Loan granted / to be granted, by the Bank; and
- [c] default, if any, committed by the Borrower in discharge of such obligation.

as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. and / or other banks or financial institutions or lenders and any other agency authorized in this behalf by RBI or any other regulatory authority.

- 18.2 The Borrower further declares that the information and data furnished by the Borrower to the Bank is/shall be true and correct and further undertakes and declares that:
  - [a] the Credit Information Bureau (India) Ltd. and / or other banks or financial institutions or lenders and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
  - [b] the Credit Information Bureau (India) Ltd. and / or other banks or financial institutions or lenders and any other agency so 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 RBI in this behalf.
- 18.3 The Bank shall also be entitled to disclose to or share with or make available to, its head office and any branch, related company, associate agent or representative of the Bank, any information concerning the Borrower, the names of its Directors including financial position as also the details of account relationship with the Bank and this Personal Loan for the Bank's and their use and purposes in connection with providing services or any Personal Loan facilities to Bank; and also to the extent required by law, to any regulatory, statutory or governmental authority.

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and the year first hereinabove written,

# a) SIGNED AND DELIVERED

# by the within named Borrower(s)

INDIVIDUAL(S)	AS BORROWER
Name	Signature

Place: \_\_\_\_\_

Date: \_\_\_\_\_

# a) SIGNED AND DELIVERED by the within named Bank

SBM BANK (INDIA) LIMITED AS BANK		
Name of the Authorized Signatory	Signature	

Place: \_\_\_\_\_

Date: \_\_\_\_\_

### **SCHEDULE 1**

1.	Loan Application Date	
2.	Details of Borrower and Co Borrower(s) The Borrower and Co-Borrower(s) are collectively referred as the "Borrower"	
3.	Loan amount sanctioned	Fresh loan Sanctioned INR
4.	Purpose	
5.	Availability period	Months
6.	Term/Tenor	Months
7.	Drawdown	Monthly EMI based
8.	Repayment (Monthly EMI)	INR
9.	Rate of interest (Fixed)	% p.a.
10.	Interest Payment Frequency	Monthly
11.	Reset Rate of Interest	The Lender shall have the right to reset the Rate of Interest at any time based on the Lender's internal policy and such revised interest rate shall be communicated to the Borrower.
12.	Part-Prepayment	Not Permitted
13.	Charges for Pre-Closure/ Full Prepayment post clearance of 12 EMIs	4% of Amount Outstanding + Applicable Taxes (Not allowed before clearance of 12 EMIs)
14.	Penal Charges in case of Default or Delay in payment and/or Breach of Material Terms & Conditions:	2% p.a. + Applicable Taxes from the date of default till the facility is regularized/paid off. Charged on defaulted amount only.
15.	Cheque/PDC/NACH/ECS/SI/Auto Debit Bounce Charges	Rs. 500 + Applicable Taxes
16.	Other charges	<ul> <li>Insurance premium, stamp duty, legal expense, documentation charges, taxes and other incidental expenses incurred in connection with the loan shall be borne by the Borrower. Borrower shall also indemnify the Lender against all litigation costs, claims and damages with respect to the loan.</li> <li>Loan Rescheduling Charges: Rs 500 + Applicable Taxes per instance</li> <li>Repayment mode /PDC Swap charges: Rs. 500 + Applicable Taxes per request</li> <li>Disbursement cheque cancellation charges post disbursement: Rs. 3000 + Applicable Taxes</li> </ul>

17.	Documentation	<ul> <li>Submit to the Lender the following:</li> <li>1. Loan application.</li> <li>2. Acceptance of sanction.</li> <li>3. D.P. Note and Delivery letter.</li> <li>4. 3 Security Cheques.</li> <li>5. Personal Loan Agreement / Most Important Terms &amp; Conditions</li> <li>6. Undertaking for direct deduction from SBM Account or NACH mandate form (whichever is applicable)</li> <li>7. PDC Covering Letter</li> </ul>
18.	Loan disbursement	Post completion of the required/necessary documentation, the Borrower is eligible for the loan disbursement.
19.	Jurisdiction	

# SCHEDULE-2 Repayment Schedule:

Monthly EMI of INR \_\_\_\_\_/- for \_\_\_\_\_ Years/Month

Key Fact Statement (Annexure 1 - Part 1 & 2 and Annexure - 2 and Annexure - 3) acknowledged by Borrower/s to be mandatorily attached at the end of this Agreement which shall form an integral part of the Loan Agreement and shall be read along with the terms of the Agreement