

Mortgage Loan Agreement

INDEX

Sr. No	Particulars	Stamp Duty (as per local laws)	No. of Signature	Page No.
1.	Loan Agreement		24	01 - 12
2.	Memorandum of Deposit of Title Deeds (only RCFPL employee to sign in case of equitable mortgage)		--	13 - 15
3.	Declaration cum Confirmation (only incase of equitable mortgage)		06	16 - 18
4.	Indenture of Mortgage (only incase of registered mortgage)		24	19 - 30
5.	Deed of Guarantee (only in case of guarantor)		06	31 - 36
6.	Power of Attorney		06	37 - 39
7.	Format of Board Resolution		--	40 - 40
8.	Format of Partnership Authority Letter		--	41 - 42
9.	Format of HUF Letter		--	43 - 43
10.	Promissory Note		02	44 - 44
11.	Letter of continuity for D.P. Note		02	45 - 45
12.	Declaration For Signing In Vernacular Language		02	46 - 46
13.	Cheque submission form		02	47 - 47

LOAN AGREEMENT

This LOAN AGREEMENT made at _____, on this [_____] day of [_____] , Two Thousand _____ [_____] by and between:

RELIANCE CONSUMER FINANCE PRIVATE LIMITED, a non banking company incorporated under the Companies Act, 1956 and having its registered office at 570, 3rd Floor, Rectifier House, Naigaum Cross Road, Wadala (W), Mumbai - 400 031 and one of the offices at _____, (hereinafter referred to as "the Lender" or "RCFPL" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, and permitted assigns) of the One part; and The Borrower whose name and address are stated in Schedule, hereinafter called "the Borrower" (which expression shall unless the context otherwise requires, include his heirs, executors, administrators, successors, assigns) of the Other Part.

1. DEFINITIONS AND INTERPRETATION

The following definitions apply throughout this Agreement unless otherwise stated:

- 1.1 The term "Agreement" means this agreement and any amendment made thereto from time to time by the parties hereto
- 1.2 The term "Account" means the account established by the Borrower with the bank approved by RCFPL for setting up of the Loan account limit.
- 1.3 The term "Additional Interest" means interest levied by RCFPL on delay in payment of the EMI or PEMII or any other amounts due and payable by the Borrower to the Lender.
- 1.4 The term "Borrower" means the Person/entity named as such in the Schedule attached hereto and includes Co-Borrower.
- 1.5 The term "Borrower's Dues" means and includes the outstanding Principal amount of the Loan, interest on the Loan, all other interest, all fees, costs, charges, expenses, stamp duty (including registration and filing charges and taxes of any description whatsoever as may be levied from time to time by the Government or other authority) and all other sums whatsoever payable by the Borrower to RCFPL in accordance with the Loan terms and Transaction Documents, as well as all other monies whatsoever stipulated in or payable by the Borrower/s under the Loan terms.
- 1.6 The term "Construction" means and includes modification or extension of the Property or house, flat/apartment or building situated/standing on the Property.
- 1.7 The term "Co-Borrower" means the Person/entity named as such in the Schedule attached hereto.
- 1.8 The term "Default Interest" means interest levied by RCFPL from the due date till payment on happening of any Event of Default as set out in Article 7 of this Agreement.
- 1.9 The term "Due Date" means the date(s) on which any amounts in respect of the Borrower's Dues including the Principal amounts of the Loan , interest and/or any other monies, fall due as specified in the Application Form and/ or the Loan Terms and the other Transaction Documents.
- 1.10 The term "Electronic Clearing System" hereinafter referred to as "ECS", shall be deemed to include transfer of funds electronically, either through a message for transfer of funds sent electronically or through image of instrument of transfer of funds sent electronically or through an electronic file containing the details of the funds transfer sent by electronic media or payment through an electronic cheque or where funds are transferred through various types of plastic cards or such other debit clearing service notified by Reserve Bank of India, participation in which has been consented to in writing by the Borrower for facilitating payment of Installments
- 1.11 The term "Effective Date" means the date on which the first disbursement is availed by the Borrower out of the Loan.
- 1.12 The term "Equated Monthly Installment (EMI)" means the amount of monthly payments required to be paid to the Lender to amortise the Loan with interest over the tenure of the Loan.

- 1.13 The term "Application Form"/"Loan Application" means as the context may permit or require, the credit facility application form submitted by the Borrower/s to RCFPL for applying for and availing of the Loan, together with the preliminary credit facility application form and all other information, particulars, clarifications and declarations, if any, furnished by the Borrower/s or any other person from time to time in connection with the Loan.
- 1.14 The term "Fixed Rate of Interest" means the rate of interest applicable on the Loan, which is subject to review by RCFPL after _____ months from the date of first disbursement.
- 1.15 The term "Floating Rate of Interest" shall mean RCFPL PLR applied by the Lender to the financial assistance granted by the Lender to the Borrower with a spread, if any, as may be decided by the Lender from time to time, pursuant to this Agreement.
- 1.16 The term "Interest" shall mean the rate of interest chargeable on the Loan at the rate specifically mentioned in Schedule attached hereto.
- 1.17 The term "Indebtedness" means any indebtedness whatsoever of the Borrower/s at any time for or in respect of monies borrowed, contracted or raised (whether or not for cash consideration) or liabilities contracted by whatever means (including under guarantees, indemnities credits, deposits, hire-purchase and leasing)
- 1.18 The term "Loan" means the amount disbursed by the Lender to the Borrower for the Purpose including but not limited to Construction, repair, acquisition, modification, etc of the Property and includes principal amount, interest, additional interest, Penal Interest, PEMII and any other amount due and payable by the Borrower to the Lender as per the terms and conditions of this Agreement.
- 1.19 The term "Pre Equated Monthly Installment Interest (PEMII)" means interest at the rate indicated in the Schedule attached hereto on the disbursed Loan amount from the date/respective dates of disbursement to the date of commencement of EMI.
- 1.20 The term "Person" shall include individual, partnership firm, company, association of persons, proprietary concern and co-operative society as mentioned & stipulated as per the relevant provisions of the Income Tax Act, 1961.
- 1.21 The term "Property" means residential/ commercial immovable property, described in the Loan Application, which is owned/jointly owned by the Borrower or sought to be purchased by the Borrower/or sought to be financed by RCFPL and shall be deemed to include any immovable property on the security of which the Lender has agreed to advance the Loan.
Without prejudice to the generality of the above "Property" shall also include: in the case of part of a building, the entire built-up area (and any additions thereto), the proportionate share in the common areas of the building and the proportionate undivided share in the land on which the said building is situated or is being built /will be built OR
in the case of a flat, the entire built-up area (and any additions thereto), the proportionate share in the common areas of the building in which such flat is/will be situated and the proportionate undivided share in the land on which the said building is situated or is being built /will be built OR
in the case of an independent structure, the structure and entire plot of land on which the structure is situated or is being built /will be built.
in the case of an individual house, the house and entire plot of land on which the house will be built.
- 1.22 The term "Post Dated Cheques" ("PDC") means the cheques issued by the Borrower in favour of the Lender for repayment of the Loan along with accrued interest.
- 1.23 The term "Purpose" means the purpose for which the Loan is availed by the Borrower more specifically mentioned in the Schedule attached hereto.
- 1.24 The term "Prepayment" means premature repayment of the Loan as per the terms and conditions laid down by the Lender in that behalf and as in force at the time of prepayment.
- 1.25 The term "RBI" means Reserve Bank of India.
- 1.26 The term "RCFPL PLR" means the rate of interest fixed by the Lender from time to time as its prime lending rate. RCFPL can have a right to increase the RCFPL PLR based on its internal factors and the same will be notified on the RCFPL website.
- 1.27 The term "Repayment" means the repayment of the principal amount of the Loan, interest thereon, commitment and other charges, premium, fees or other dues payable under this Agreement to the Lender.
- 1.28 The term "Sanction Letter" means the letter issued by the Lender sanctioning the Loan with the relevant particulars as mentioned in the letter.
- 1.29 The term "Schedule" means and includes the Schedule attached hereto and forming an integral part of the Agreement.
- 1.30 The term "Standing Instructions" hereinafter referred to as "(SI)" means written instructions given by the Borrower(s) to RCFPL to debit the account of the Borrower(s) maintained in a bank acceptable/ approved by RCFPL for the amount of the Installment, more particularly set out in Schedule attached hereto.
- 1.31 The term "Transaction Documents" includes all writings and other documents executed or entered into or to be executed or entered into, by the Borrowers or, as the case may be, any other person, in relation to, or pertaining to the Loan and each such transaction document as amended from time to time.
- 1.32 Any expression not defined in this Agreement but defined in the General Clauses Act, 1897 shall have the meaning thereof.
- 1.33 Reference to the masculine gender includes feminine gender and reference to singular includes plural and vice versa.

2. LOAN AMOUNT, DISBURSEMENT, INTEREST, TAXES AND AMORTIZATION

2.1 LOAN :

- a) The Lender hereby agrees to make available to the Borrower and the Borrower hereby agrees to avail from the Lender, the Loan mentioned in Schedule, attached hereto in the manner and on the terms and conditions mentioned in this Agreement for the Purpose as described by the Borrower in the Loan Application.

- b) Once the Application Form submitted by the Borrower is accepted by RCFPL, the Borrower shall not be entitled to cancel the Loan or to refuse to accept disbursement of the Loan, except with the approval of RCFPL and payment to RCFPL of such cancellation or foreclosure charges as may be stipulated by RCFPL.

2.2 INTEREST

- a) The Borrower shall be charged interest from the date of disbursement of the Loan and as stated in the Schedule written hereunder. PROVIDED THAT in the event the Lender reduces or increases the interest rate prior to the disbursement of the full Loan the applicable rate of interest shall be varied on weighted average basis with reference to the branches disbursed/ to be disbursed.

The Lender shall be entitled to revise the rate of Interest at any time and from time to time as per its policy, market conditions and/or applicable laws and regulations, if any, during the tenor of the Loan at its sole discretion. The Lender shall inform the Borrower about the variation in the Interest / interest rate in due course.

The Borrower shall reimburse or pay to the Lender such amount as may have been paid or payable by the Lender to the Central or State Government on account of any tax levied on interest (and/or other charges) on the Loan by the Central or State Government. The Borrower shall make the reimbursement or payment as and when called upon to do so by the Lender.

The Borrower shall also bear all the tax, toll, duties levies, cess or any other tax as may be imposed by the central government, state government, judicial, quasi judicial or any municipal authorities, which may be chargeable on the Property and if required shall also be liable to reimburse all such taxes, tolls, duties, levies, cess, etc. to the Lender.

Without prejudice to the Lender's rights, Interest as aforesaid and the other amounts payable by the Borrower shall be charged/debited to the Borrower's Loan account on the respective Due Date thereof and shall be deemed to form part of the outstanding Loan. Such Interest and other amounts shall, accordingly attract Interest at the same rate as applicable to the Loan in terms of this Agreement until payment thereof.

Notwithstanding anything to the contrary, if the Borrower makes any excess payment in a particular month, the same will not be reduced from the total interest committed/payable by the Borrower.

2.3 COMPUTATION OF INTEREST

The EMI comprises of principal and interest calculated on the basis of rate of interest mentioned in Schedule attached hereto and is rounded off to the next rupee calculated on monthly rests and any other charges shall be computed on the basis of a year of three hundred and sixty (360) days. However, in the event of the Borrower intends to foreclose the Loan the interest would be calculated upto the date of actual foreclosure.

2.4 PAYMENT OF OTHER EXPENSES

The Borrower undertakes to pay forthwith on demand to the Lender all costs and expenses (including legal costs between legal counsel and clients) on a full indemnity basis incurred and or to be incurred by the Lender for investigation of title to any Property offered as security and for the preparation, execution, preservation, performance, enforcement and realization of the outstanding Loan amount, security documents and other instruments creating and/or evidencing the creation of any security for the Loan as also any other instruments required in connection with the Loan.

2.5 DETAILS OF DISBURSEMENT:

The Lender shall disburse the Loan in one lumpsum or in suitable installments having regard to the needs of the Borrower. The decision of the Lender in this regard shall be final, conclusive and binding on the Borrower. The Borrower shall acknowledge the receipt, in the form required by the Lender, of each amount so disbursed.

2.6 MODE OF DISBURSEMENT:

- a) Disbursement of the Loan may be made directly to the Borrower or to the builder/developer and in case of ready built Property to the vendor thereof and/or in such other manner as may be decided solely by the Lender.
- b) The Lender shall have the right to adjust PEMII or any other dues against undisbursed amount of the Loan.
- c) Disbursement shall be deemed to have been made to the Borrower on the date of the disbursement by way of cheque or pay order as the case may be or on the date of setting up of the Loan account limit.
- d) Interest on the Loan will begin to accrue in favour of the Lender as and from the date of disbursement of the Loan.
- e) The disbursement for the acquisition of the Property will be made after the Borrower's own contribution has been made for the same to the builder/developer/seller, and such proof is furnished to the Lender by the Borrower, as may be necessary or desired by the Lender. The disbursement towards construction/improvement of Property shall be made only after the Borrower commences the construction/improvement work on the Property, and such proof is furnished to the Lender by the Borrower, as may be necessary or desired by the Lender. The disbursement shall be in stages as per the progress of work as prescribed in terms of the internal guidelines / policy of the Lender, as applicable from time to time. The decision of the Lender in this regard shall be final, conclusive and binding on the Borrower. The Borrower shall acknowledge the receipt, in the form required by the Lender, of each amount so disbursed.

2.7 AMORTIZATION

- a) The Borrower will amortize the Loan as stipulated in the Schedule attached hereto, subject to any other changes in such amortization as communicated later in writing by the Lender to the Borrower. However, in the event of delay or advancement, for any reason whatsoever, in the disbursement of the Loan, the Due Date of payment of first EMI shall in such case be the corresponding day of the following months to the day currently stated in the Schedule attached hereto.
- b) The Borrower shall also pay to the Lender PEMII every month, until commencement of EMI.
- c) The Borrower agrees that the repayment of the amount of the Loan together with interest, additional interest and all such other sums due and payable by the Borrower to the Lender shall be payable at the place where the branch of the Lender is situated or such other notified by the Lender to the Borrower by way of PDC an/or SI and/or ECS, details whereof are mentioned in the Schedule attached hereto. The Borrower agrees that the amount shall be remitted to the Lender on the Due Date of EMI. In the event of any dishonour of PDC/SI/ECS instruction the Borrower agrees to pay a dishonour charge as mentioned in the Schedule attached hereto, in addition to any additional interest that may be levied by the Lender.

In the event of any variation in:

- i) the date of payment of EMIs or
- ii) the amount of interest, principal or EMIs or
- iii) the numbers thereof,

the Borrower agrees and undertakes to forthwith issue fresh PDCs/ ECS/SI instructions to the Lender as may be required by the Lender.

- d) Notwithstanding what is stated in this Agreement above and in the Schedule attached hereto, the Lender shall have the right at any time or from time to time to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof in such manner and to such extent as the Lender may in its sole discretion decide. In such event/s the Borrower shall repay the Loan or the outstanding amount thereof as per the revised Schedule as may be determined by the Lender in its sole discretion and communicated to the Borrower by the Lender in writing.
- e) In case if any amount is prepaid by the Borrower, the same shall be adjusted first towards the incidental charges, additional interest, EMI outstanding and balance towards the principal amount of the Loan.
- f) The Lender shall have the right to require the Borrower to furnish such information/documents concerning his employment, trade, business or profession at any time and the Borrower shall furnish such information/documents immediately.

2.8 DELAY/DEFAULT IN PAYMENT

- a) The Borrower shall pay in full the PEMII, EMI and all other amounts without any demur, protest or default and without claiming any set-off or counter claim on the respective Due Dates. No notice, reminder or intimation shall be given to the Borrower regarding his obligation and responsibility to ensure prompt and regular payment of interest, PEMII, EMI and all other amounts payable by the Borrower to the Lender on the respective Due Dates.
- b) On the happening of any Events of Default as set out in Article 7 of this Agreement such defaulted amount shall carry Default Interest at the rate of interest as mentioned in the Schedule hereto, computed from the respective due dates and shall be compounded on monthly basis.
- c) Without prejudice to the Lender's other rights, the delay in payment of EMI or PEMII by the Borrower, shall render the Borrower liable to pay additional Interest at the rate mentioned in the Schedule attached hereto ("Additional Interest") or at such higher rate as per the rules of the Lender in that behalf as in force from time to time and communicated to the Borrower by the Lender in writing. Such additional interest shall be charged/debited to the Borrower's Loan account on the respective Due Dates and shall be deemed to form part of the outstanding Loan. Such interest and other amounts shall accordingly attract Interest at the same rate as applicable to the Loan and as stated in Schedule attached hereto. In such event, the Borrower shall also be liable to pay incidental charges and costs to the Lender.

2.9 PRE-PAYMENT OF THE LOAN

- a) The Lender may, in its sole discretion and on such terms as to pre-payment fees, etc., as it may prescribe, permit pre-payment/acceleration of EMIs or pre-payment at the request of the Borrower subject that the Lender may specify, from time to time, the minimum amount of prepayment/amounts payable on account of acceleration of EMIs. If permitted by the Lender, the Borrower shall give prior written notice of his intention to pre-pay the full amount of Loan and pay to the Lender such pre-payment charges mentioned in the Schedule attached hereto, subject to change by the Lender from time to time.
- b) The Borrower agrees that no pre-payment shall be made during the first 6 (six) months from the Effective Date or till the Loan is fully disbursed, whichever is later. If the Borrower pre-pays only a part of the amount payable by the Borrower to the Lender, the Lender shall be entitled to adjust the amount pre-paid against the amount payable by the Borrower in such manner as the Lender thinks fit. 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 Lender before the Due Date the Lender shall be entitled to appropriate the same in such manner as it deems fit. And the Lender will give the Borrower credit for the same only on Due Date and not before.
- c) In the event the Lender permits any pre-payment, the Repayment schedule shall be altered by the Lender at the request of the Borrower and the Borrower agrees to adhere to the altered re-payment Schedule.

2.10 PROCESSING FEES

The Borrower acknowledges that processing fee as mentioned in the Schedule attached hereto has been paid by the Borrower.

2.11 TERMINAL DATE FOR DISBURSEMENT

The Lender may by notice to the Borrower suspend or cancel further disbursements of the Loan, if the Loan shall not have been fully drawn within _____ months from first date of disbursement of the Loan or such other period as may be decided by the Lender.

2.12 ALTERATION AND RE-SCHEDULING OF EMI

If the entire amount of the Loan is not fully drawn by the Borrower within a period of 36 months from the Effective Date, EMIs shall be altered and re-scheduled in such manner and to such extent as the Lender may, in its sole discretion, decide and the repayment shall thereupon be made as per the said alteration and re-scheduling notwithstanding anything stated in this Agreement.

2.14 LIABILITY OF THE BORROWER TO BE JOINT AND SEVERAL

Where the Loan is provided to more than one Borrower or where the payment obligations are secured by any guarantee, notwithstanding anything herein stated, the liability of the Borrower/s to repay the Loan together with interest, and all other amounts and to observe these terms and conditions and terms and conditions of any other agreement/s, document/s that may be executed by the Borrower with the Lender in respect of the Loan or any other loan, is joint and several.

2.15 CROSS DEFAULT

The Borrower agrees and acknowledges that any default by the Borrower under any credit facility agreement or arrangement entered into by the Borrower with the Lender, any bank and/or financial institution/non banking financial company and/or other creditors, shall constitute an event of default under this Agreement and vice-versa.

3. CONDITIONS PRECEDENT

3.1 The following shall be conditions precedent for disbursement of the Loan or any tranche thereof

- a) The Borrower meets the Lender's requirement of creditworthiness. The Lender shall be entitled to make or cause to be made inquiries of such nature as the Lender may deem fit of the creditworthiness of the Borrower. The Lender shall be further entitled to call for such credentials from the Borrower as may be required to prove the creditworthiness of the Borrower.
- b) The Borrower shall, prior to receiving the disbursement of the Loan, have utilised his own contribution, i.e. the cost of purchase of the Property or plot of land less loan availed / to be availed from the Lender unless specified by the Lender.
- c) The Borrower shall have an absolute, clear and marketable title to the Property and that the Property is absolutely unencumbered and free from any liability and prior charges whatsoever.
- d) No Event of Default / Cross-default shall have occurred.
- e) Any disbursement of the Loan and/or tranche thereof shall, at the time of request therefor, be required immediately by the Borrower for the sole and exclusive Purpose of the Borrower as stated in the Loan Application, and the Borrower shall produce such evidence of the proposed utilization of the proceeds of the disbursement of the Loan or any tranche thereof as is satisfactory to the Lender as and when required by the Lender.
- f) No extraordinary or other circumstances shall have occurred which shall make it improbable for the Borrower to fulfill his/its obligations under this Agreement.
- g) The Borrower shall have executed and delivered a money bond or a demand promissory note in favour of Lender for the amount of the Loan.
- h) The Borrower shall have satisfied the Lender to the effect that there is no action, suit, proceedings or investigation pending or to the knowledge of the Borrower, or is threatened by or against the Borrower, before any Court of Law or Government authority or any other competent authority which might have a material effect on the financial and other affairs of the Borrower or which might put into question the validity or performance of this Agreement and/or other security documents executed by the Borrower in favour of the Lender.
- i) The Borrower shall have satisfied the Lender about the utilization by the Borrower of the proceeds of any prior disbursements.

4. SECURITY

4.1 SECURITY: The Borrower agrees to create security interest in such form and manner as may be required by the Lender to secure the principal amount of the Loan together with Interest, additional Interest, costs, charges, expenses etc. due and payable by the Borrower to the Lender.

4.2 ADDITIONAL SECURITY: In the event of the security furnished by the Borrower is found to be insufficient/incorrect in value the Borrower shall be directed to furnish additional security as may be required by the Lender. Notwithstanding the above, in the event the security furnished by the Borrower is subsequently found to be of inferior value to that as declared by the Borrower in the Loan Application, the Loan may be recalled / repayment of the Loan may be accelerated by the Lender with immediate effect.

4.3 CONTINUING SECURITY:

- a) All security furnished by the Borrower to the Lender in connection with the Loan shall remain a continuing security to the Lender and the same shall be binding upon the Borrower.
- b) The Borrower agrees that the security shall not be discharged/released by intermediate payment by the Borrower or any settlement of accounts by the Borrower till such time all the dues in respect of the Loan are fully paid to the satisfaction of the Lender and the Lender consents to give a discharge/release in respect of the security in writing to the Borrower.
- c) The security shall be in addition to and not in derogation of any other security, which the Lender may at any time hold in respect of the Borrower's dues and shall be available to the Lender until all accounts between the Lender and the Borrower in respect of the Loan are ultimately settled.

4.4 CROSS LIABILITY:

- a) The Borrower further agrees that the security created shall also be security for (a) all other monies that may be due and payable by the Borrower to RCFPL, on any account whatsoever, whether present or future, including any liability of the Borrower as a surety or co-obligator either singly or along with any other person (b) Loan granted / continued to the group companies/ associate of the Borrower as declared from time to time.
- b) The Borrower agrees with, and undertakes that RCFPL, shall have an exclusive charge over the security created and that the Borrower shall not create any other encumbrance, charge or security interest in the security so created or any of them in favour of any other person or body, except with the prior written consent of RCFPL. The charge/security created by the Borrower under this Agreement shall continue and remain in force till such time all other dues under this Agreement and in respect of all other loan/facility obtained /to be obtained by the Borrower from RCFPL, and group companies are fully discharged and RCFPL/group companies issue a certificate of discharge. The security created under this Agreement and the liability of the Borrower shall not be affected, impaired or discharged by winding up (voluntary or otherwise) or by any merger or amalgamation, reconstruction, takeover of the management, dissolution or nationalization (as the case may be) of the Borrower. The Borrower covenants that the security provided by the Borrower shall remain valid for the balance due RCFPL, or any other financial benefits obtained by the Borrower from any of the group companies.

5. COVENANTS

5.1 PARTICULAR AFFIRMATIVE COVENANTS: The Borrower covenants with the Lender that during the tenor of the Loan:

- a) Utilization of Loan: The Borrower shall ensure that the entire Loan will be utilized for the Purpose as stated by the Borrower in the Loan Application form and for no other purpose whatsoever.
- b) Construction: The Property will be acquired /Construction will be completed on the land comprising the Property as indicated in the Loan Application and in accordance with the sanctioned plan and the Borrower will obtain and produce to the Lender a certified true copy of occupation/ completion certificate issued by the concerned Municipal and/or other concerned authority.
- c) The Lender shall promptly be notified of any event or circumstances which might cause a delay in the commencement or completion of the Construction of the Property or delay in the acquisition of the Property.

- d) The Borrower shall maintain the Property when purchased/completed in good order and condition and all necessary repairs, additions and improvements thereto will be made during the currency of the Loan and that the Borrower will ensure that the value of the Property does not diminish.
- e) The Borrower shall notify the Lender of any change in the Borrower's employment, business or profession. In the event the Borrower is self-employed, the Borrower hereby undertakes to keep the Lender informed about the financials of his business on a regular basis as may be notified to him by the Lender. In the event the Borrower is a company, partnership or sole proprietary, the Borrower shall provide the Lender such information and/or documents as may be required by the Lender.
- f) The Borrower shall notify the Lender of any change in its residential status within 15 (fifteen) days of such change.
- g) The Borrower shall duly and punctually comply with all the terms and conditions of holding the Property and all the rules, regulations, bye-laws, etc., of the concerned Co-operative Society, Association, Company or any other Competent Authority, and pay such maintenance and other charges for the upkeep of the Property as also any other dues, etc., as may be payable in respect of the Property and/or of the use thereof.
- h) The Borrower shall ensure that the Property is insured against fire, earthquake, flood, storm, tempest or typhoon and other hazards, as may be required by the Lender, with the Lender being made the sole beneficiary under the policy/ies, for a value as required by the Lender and produce evidence thereof to the Lender from time to time and wherever called upon to do so.
- i) That until any moneys are due or outstanding under this Agreement, the Borrower shall ensure that the insurance policy/ies wherein the Lender is the sole beneficiary are valid, subsisting and operative by complying with the terms of issue of such insurance policy/ies including the timely payment of the premium for such policy/ies and agree to produce the necessary proof/receipts of such validity/subsistence/operativeness to the Lender whenever required.
- j) The Borrower shall promptly inform the Lender of any loss or damage to Property due to any act of God or damage or other risks against which the Property may not have been insured.
- k) The Borrower shall pay all municipal taxes, ground rent and such other municipal and local charges in accordance with the municipal laws and regulations.
- l) The Borrower shall allow any person authorized by the Lender to have free access to the Property for the purpose of inspection.
- m) The Borrower shall promptly give written notice to the Lender of (i) any dispute which might arise between the Borrower and any person or any governmental body or authority relating to or concerning the Property.
 - i) any distress or execution being levied against the Property
 - ii) any material circumstances affecting the ability of the Borrower to repay the Loan in the manner stipulated hereunder.
- n) The Lender will be informed at regular intervals of the progress of Construction of the dwelling unit/Property.
- o) The Lender will be given written notice on completion of Construction. The Borrower will obtain certificate of occupation and certificate of completion, if any, from the relevant authorities and furnish certified true copy thereof to the Lender.
- p) The Borrower shall on the Lender's request do, perform and execute such acts, deeds, matters and things as the Lender may consider necessary either to perfect the security provided for or to carry out the intent of this Agreement.
- q) The Borrower shall confirm that the true copies of the document submitted for the purpose of the Loan are genuine. The Lender may at any time, call for or require verification of originals of any/all such copies. Any such copy in possession of the Lender shall be deemed to have been given only by the Borrower.
- r) The Borrower confirms that there is no action, suit, proceedings or investigation pending or to the knowledge of the Borrower, threatened, by or against 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 or performance of this Agreement or any of its terms and conditions.
- s) The Borrower agrees, confirms and acknowledges that the Borrower has exercised due care and caution (including, where necessary, obtaining of advise of tax /legal /accounting/ financial/ other professionals) prior to taking of the decision, acting or omitting to act, in respect of financing and/or the Property and further agrees , confirms and acknowledges that the Lender is not responsible for any delay in construction/giving of possession /completion of the Property including where the Lender may have approached /sanctioned or otherwise provided by the Borrower any information in respect of the builder/developer/seller of the Property.
- t) The Borrower agrees, confirms and acknowledges that the documents pertaining to acquisition of Property as entered into by the Borrower or executed for and on behalf of the Borrower which is the subject matter of the Loan are valid and subsisting during the tenure of the Loan, subject to the terms of this Agreement, and the legal and beneficial ownership of the Property shall continue being in the name of the Borrower during the tenure of the Loan subject to the terms of this Agreement.
- u) If the Borrower is a company, register the charge created in favour of the Lender in proper form with the Registrar of Companies within a period of 30 days from the date of creation of charge.
- v) The Borrower confirms that the Borrower has a clear and marketable title to the Property offered or to be offered as security, and the same is free from all reasonable doubts and encumbrances.
- w) If the Borrower is a Person other than an individual, promptly inform the Lender of change in location of its office/registered office, name, main business activity of the Borrower.
- x) The Borrower shall bear all costs of making good any deficit in stamp duty on the documents executed by the Borrower in relation to the Loan and/or security created by the Borrower in favour of the Lender.
- y) The Borrower agrees that any security provided by the Borrower to the Lender under any other credit facility shall be available to the Lender under this Loan Agreement upon the occurrence of an event of default under this Loan Agreement and vice versa.
- z) The Borrower agrees to furnish such number of PDCs to the Lender as may be required by the Lender.

5.2 NEGATIVE COVENANTS:

5.2.1 The Borrower further covenants with the Lender that unless, the Lender otherwise previously approve in writing, the Borrower shall not:

- a) Use the Loan for any speculative purpose or a purpose other than that stated with Loan Application.

- b) Let out or give on leave or licence or otherwise howsoever part with the possession of the Property or any part thereof.
- c) Sell, mortgage, lease, surrender or otherwise howsoever alienate, encumber or create any third party interest in the Property or any part thereof.
- d) Make and/or allow to be made any material alterations and/or additions in the Property.
- e) Enter into any Agreement or Arrangement with any person, institution or local or Government body for the use, occupation or disposal of the Property or any part thereof.
- f) Change use of the Property provided that if the Property is used for any purpose other than residential/commercial purpose stated therein, in addition to any other action which the Lender might take, the Lender shall be entitled to charge, in its sole discretion, such higher rate of interest as it might fix in the circumstances of the case.
- g) Amalgamate or merge the Property or any of his other property with any other adjacent property nor shall the Borrower create any right of way or any other easement on the Property.
- h) Stand surety for anybody or guarantee the repayment of any loan or the purchase price of any asset.
- i) Execute any document, such as Power of Attorney, or any other similar or other deed, in favour of any person to deal with the Property in any manner.
- j) Effect any oral or other partition of the Property or enter into any family arrangement or use it for the purpose of business.
- k) Borrow from any source or charge any property until the Borrower's dues are paid in full.
- l) If the Borrower is a company make any change in the constitution, management or existing ownership or control or share capital of the Borrower;
- m) If the Borrower is a partnership firm, dissolve or admit new partners in the partnership;
- n) If the Borrower is a company or a partnership firm, enter into a reconstruction or arrangement or merge or amalgamate with any other company or body corporate or enter into any partnership
- o) Leave India for employment or business or for long term stay abroad without fully repaying the Loan amount together with interest and other dues and charges including prepayment charges as contained in the Schedule herein. If the Borrower becomes a Non Resident Indian, the Borrower agrees to repay the Loan in accordance with the rules, regulations, guidelines and norms of the Reserve Bank of India.
- p) Enter into any agreement for cancellation of/cancel the Sale deed/Agreement to Sell entered into by the Borrower for the purchase of the Property.

5.2.2 The Borrower further covenants with the Lender that the Borrower shall not use the Loan for any anti-social purpose.

6. REPRESENTATION AND WARRANTIES

The Borrower warrants and undertakes to the Lender as under:

The Borrower assures the Lender that the Borrower has absolute clear and marketable title to the Property and that the Property and that the Property is absolutely unencumbered and free from any liability whatsoever.

The Borrower shall continue to remain in occupation/ possession of the Property and shall not part with the possession thereof either partly or wholly until the entire Loan with interest has been repaid to the Lender.

The information given in the Loan Application form and end use of funds letter and any prior or subsequent information provided or explanation furnished to the Lender in this behalf are true, complete and accurate in every respect.

The purpose for which the Loan is taken is not illegal, speculative or nefarious.

The Borrower assures that subsequent to the application there has been no material change, which would affect the acquisition of the Property/construction of a dwelling unit on the land comprising the Property or the grant/provision of Loan by the Lender to the Borrower.

The Borrower is not aware of any document, judgement or legal process or other charges or of any latent or patent defect affecting the title of the Property or of any material defect in the Property which has remained undisclosed and/or which may affect the Lender prejudicially.

The Property is not included in or affected by any of the schemes of Central/State Government or of the improvement trust or any other public body or local authority or by any alignment, widening or construction of road under any scheme of the Central/State Government or of any Corporation, Municipal Committee, Gram Panchayat etc.

The Borrower has paid and will pay when due, all public demands such as Income Tax, Property Taxes and all the other taxes and revenues payable to the government of India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.

The Borrower has disclosed/ furnished all facts/information to the Lender in respect of the Loan and all information in the Loan Application or in any supporting documents or otherwise howsoever is absolutely true, correct and complete in all respects and that no fact or information necessary to be furnished by the Borrower has been omitted to stated in order to induce the Lender to provide the Loan.

That the contract for sale with the vendor is valid and subsisting.

The Borrower does not violate any covenant, conditions or stipulations under any existing Agreements entered into by the Borrower with any party, by availing the Loan from the Lender.

The Borrower assures that all the necessary approvals for availing the Loan and creating the security/securities have been obtained or shall be obtained.

The Borrower is entitled and empowered to borrow the Loan, provide the security documents, execute the promissory notes if any and all other documents and papers in connection with and upon execution of the same will create legal and binding obligations on the Borrower and shall be enforceable in accordance with their respective terms.

The Borrower shall keep himself acquainted with the rules prescribed by the Lender in force from time to time.

The Borrower assures that no suit is pending in the Municipality, Magistrate's Court or any Court of Law in respect of the Property nor has the Borrower been served with any notice for infringing the provisions of the Municipal Act or any other Act relating to local bodies or Gram Panchayats or Local authorities or with any other process under any of these Acts.

The Borrower confirms that the representations and warranties contained herein shall be deemed to be repeated by the Borrower on and as of each day from the date of this Agreement until all sums due or owing hereunder by the Borrower to the Lender have been paid in full, as if made with reference to the facts and circumstances existing on such day.

7. EVENTS OF DEFAULT

The following events shall be considered as "Events of Default": -

- a) If any default shall have occurred in payment of Interest and/or EMIs or any part thereof and/or in payment of any other amounts due and payable to the Lender in terms of this Agreement and/or in terms of any other agreement(s) / document(s) which may be subsisting or which may be executed between the Borrower and the Lender hereafter;
- b) If default shall have occurred in the performance of any other covenants, conditions or agreements on the part of the Borrower under this Agreement or any other agreement(s) between the Borrower and the Lender in respect of the Loan or any other loan;
- c) If any information given by the Borrower to the Lender in the Loan Application form or otherwise is found to be misleading or incorrect in any material respect or any representation or warranty referred to in Article 6 is found to be incorrect;
- d) If any Property on which the security for the Loan is created depreciates in value to such an extent that in the opinion of the Lender further security should be given and such security is not given on written demand;
- e) If the Property or any part thereof is let out, given on leave and license, sold, disposed off, charged, encumbered or otherwise alienated in any manner whatsoever without written approval of the Lender;
- f) If an attachment or distraint is levied on the Property or any part thereof and/or proceedings are taken or commenced for recovery of any dues from the Borrower against the Property;
- g) If the Borrower fails to furnish any information or documents required by the Lender;
- h) If the Borrower fails to inform the Lender of the occurrence of any Event of Default or any event which after the notice or lapse of time, or both, would become an Event of Default;
- i) If a cheque in respect of any monthly payment is not paid on the date thereof or where any such Cheque is renewed before the date of its payment; or if a cheque in respect of any payment including but not limited to EMI is dishonoured.
- j) If the Borrower fails to deliver post dated cheques in accordance with the terms of the Loan or as and when demanded by the Lender;
- k) If any security for the Loan becomes infructuous or is challenged by the Borrower or any other person;
- l) Where the Borrower or where the Loan has been provided to more than one Borrower, any one of the Borrowers is divorced or dies and the other surviving borrower is incapable of securing the Loan in the sole opinion of the Lender;
- m) Where any payment made by the Borrower to the Lender falls short of payment required to be made by the Borrower with respect to the amount due from the Borrower to the Lender.
- n) If the Borrower/s dies.
- o) If the Borrower fails to furnish to the Lender detailed end use statement of the Loan as and when so required by the Lender within 10 (ten) days of receiving such request from the Lender;
- p) There is any change in the constitution, management or existing ownership or control of share capital of the Borrower (in case the Borrower is a company or partnership firm);
- q) Where the Borrower is an individual, if the Borrower commits an act of insolvency or makes an application for declaring himself an insolvent or an order is passed against the Borrower declaring him an insolvent/ Where the Borrower is a partnership firm, if the Borrower, it is dissolved or a notice of dissolution is given to it or any of its partners or if the Borrower or any of its partners commits an act of insolvency or makes an application for being declared insolvent or an order is passed declaring it or them or any of them an insolvent/ Where the Borrower is a company, if the Borrower is unable to pay its debts within the meaning of section 434 of the Companies Act, 1956 or a resolution for winding-up of the Borrower is passed or any petition for its winding-up filed or any order for winding-up is made against the Borrower or if a liquidator is appointed in respect of any property or estate of the Borrower.
- r) If any permission, authorization, issued by the competent authority(ies) with respect to construction and/or legality of the Property is withdrawn or cancelled or withheld for any reason whatsoever.
- s) If the Borrower makes any default under any credit facility agreement or arrangement entered into by the Borrower with the Lender, its subsidiaries, affiliates or any bank, financial institution / non banking financial company and/or other creditors.
- t) If the Borrower fails to sign and deliver to the Lender the balance confirmation of the Loan as and when so required by the Lender in the absence of any manifest error in calculation of such statement pointed out by the Borrower within days after receiving the balance confirmation statement from the Lender.

8. REMEDIES OF THE LENDER

- 8.1 If one or more of the Events of Defaults shall have occurred, then, the Lender, by a written notice to the Borrower may declare the principal and all accrued interest and charges on the Loan which may be payable by the Borrower under or in terms of this Agreement and/or any other agreements, documents subsisting between the Borrower and the Lender, as well as all other charges and dues to be due and upon such declaration the same shall become due and payable forthwith and the security in relation to the Loan and any other loans shall become enforceable, notwithstanding anything to the contrary in this Agreement or any other agreement/s or documents.
- 8.2 If any Event of Default or any event, which, after the notice or lapse of time or both, would constitute an Event of Default shall have happened, the Borrower shall forthwith give to the Lender notice thereof in writing specifying such Event of Default, or such event.
- 8.3 All reasonable costs incurred by Lender after an Event of Default has occurred in connection with:
 - i) Preservation of the Borrower's Property (whether now or hereafter existing); or
 - ii) Collection of amounts due under this Agreement may be charged to the Borrower and reimbursed, as the Lender shall specify.

8.4 The Lender may issue any certificate as regards payment of any amounts paid by the Borrower to Lender in terms of this Agreement only if the Borrower has paid all amounts due under this Agreement to the Lender and the Borrower has complied with all the terms of this Agreement.

8.5 In the Event of Default, the Lender shall be entitled to communicate, in any manner it may deem fit, to or with any person or persons with a view to receiving assistance of such person or persons in recovering the defaulted amounts including but not limited to visiting the Property and/or any place of work of the Borrower.

9. WAIVER

No delay in exercising or omission to exercise, any right, power or remedy accruing to the Lender upon any default under this Agreement, mortgage deed or any other agreement or document, shall impair any right, power or remedy or shall be construed as a waiver thereof or any acquiescence in such default affect or impair any right, power or remedy of the Lender in respect of any other default.

10. EFFECTIVE DATE OF TERMS AND CONDITIONS

This Agreement shall become binding on the Borrower and the Lender on and from the date of execution hereof. It shall be in full force till the Loan is fully Amortized/repaid and any other moneys due and payable to the Lender under this Agreement as well as all other agreements, documents which may be subsisting/ executed between the Borrower and the Lender is fully paid.

11. INSPECTION, ASSIGNMENT

a) The Borrower shall permit inspection of all books of accounts and other records maintained by him in respect of the Loan to officers of the Lender. The Borrower shall also permit similar inspection by officers of such other companies, banks, institutions or bodies as Lender may approve and intimate to the Borrower.

b) The Lender shall have the right to create charge over the Property in favour of any bank, institution or body by way of security for any refinance facility or any loan availed of by Lender from such bank, institution or body. The Lender shall also have the right to transfer or assign the mortgage over the Property in favour of any bank, institution or body in connection with any sale or transfer of the Loan by Lender to them.

c) The Lender shall have the authority to make available any information contained in the Loan Application and/or any document or paper or statement submitted to the Lender by or on behalf of the Borrower and/or pertaining or relating to the Borrower and/or the Loan including as to its repayment, conduct, to any rating or other agency or institution or body as Lender in its sole discretion may deem fit. The Lender shall also have the authority to seek and/or receive any information as it may deem fit in connection with the Loan and/or the Borrower from any source or person or entity to whom the Borrower hereby authorizes to furnish such information.

12. DISCLOSURE

12.1 The Borrower hereby agrees as a pre-condition of the Loan given to the Borrower by the Lender that, in case the Borrower commits default in the repayment of the Loan or in the repayment of interest thereon or any of the agreed installment of the Loan on Due Date(s), the Lender and/or the Reserve Bank of India will have an unqualified right to disclose or publish the Borrower's name as defaulter in such manner and through such medium as the Lender or Reserve Bank of India in their absolute discretion may think fit. Accordingly, the Lender shall have the right to furnish and publish the name of the Borrower as defaulter to the Reserve Bank of India or other regulatory authority. Notwithstanding the above the Borrower understands that as a pre-condition relating to grant of the Loan to the Borrower the Lender requires the Borrower's consent for the disclosure by the Lender of information and data relating to the Borrower, of the credit facility availed of/ to be availed by the Borrower, obligations assumed/ 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 for the disclosure by the Lender of all or any such

a) information and data relating to the Borrower;

b) the information or data relating to any credit facility availed of/to be availed by the Borrower; and

c) default, if any, committed by the Borrower in discharge of such obligation as the Lender may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Limited and any other agency authorized in this behalf by Reserve Bank of India.

12.2 The Borrower further declares that the information and data furnished by the Borrower to the Lender are true and correct.

12.3 The Borrower also understands and agrees that:

a) the Credit Information Bureau (India) Limited and any other agency so authorized may use, process the said information and data disclosed by the Lender in the manner as deemed fit by them; and

b) the Credit Information Bureau (India) Limited 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 Reserve Bank of India in this behalf.

12.4 The Lender may disclose to a potential assignee or to any person who may otherwise enter into contractual relations with the Lender in relation to this Agreement such information about the Borrower, as the Lender may deem appropriate.

12.5 The Borrower confirms that the Lender may for the purposes of credit reference checks, verification, etc., disclose any information/ documents relating to the Borrower under this Agreement to any third party.

12.6 The Borrower further authorizes the Lender to disclose such information/documents to Reserve Bank of India, Income Tax Authorities, Credit Bureau, third parties, Credit Rating Agencies, Databanks, corporates, other banks, financial institutions or any other Government or Regulatory Authorities, statutory authorities, quasi judicial authorities.

13. SECURITIZATION

a) The Lender reserves the right to assign/sell/securitize the Loan with or without security, if any, in any manner by transferring and/or assigning or otherwise all its right, title and interest which the Lender deems appropriate and the Borrower hereby expressly agrees that in that event, Lender is not required to obtain any permission or put the Borrower to any notice.

- b) The Borrower shall be bound to accept any such securitization and any such sale, assignment, or transfer and the Borrower shall accept such other party (s) as creditors exclusively or as a joint creditor with the Lender, or as a creditor exclusively with the right of Lender to continue to exercise all powers hereunder on behalf of any such other party.
- c) Any cost in this behalf, whether on account of such sale, assignment or transfer or enforcement of rights and recovery of outstanding and dues shall be to the account of the Borrower. The Borrower undertakes to pay to third parties the difference between the Loan outstanding and the amount received by the Lender in the event of transfer of the portfolio to a third party.

14. INDEMNIFICATION

The Borrower undertakes to indemnify and keep Lender and its officers/employees fully indemnified and harmless from and against all the consequences of breach of any of the terms, condition, statements, undertakings representations and warranties of this Agreement as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs (hereinafter referred to as "Claims") faced, suffered or incurred by the Lender. Borrower hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts and omissions on the part of the warranties and/or representations of the Borrower. Similarly, In the event of any claims being made on Lender, on account of any breach of warranty, representations, non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made by Borrower or its employees, agents, being false, the Borrower undertakes to pay on first demand made by Lender of any amount on this account without any demur, reservation, contest, protest whatsoever within 7 working days of the demand being made.

15. APPROPRIATION OF PAYMENTS

Unless otherwise agreed to by the Lender, any payment due and payable under this Agreement and made by the Borrower will be appropriated towards such dues in the order, namely:

- a) Principal amount of the Loan
- b) Additional Interest and/or Default Interest
- c) Delayed payment / cheque bounce charges
- d) Service fees;
- e) Costs, charges, expenses, incidental charges and other moneys that may have been expended by Lender in connection with the recovery;

16. SERVICE OF NOTICE

Any notice or request required or permitted to be given or made under this Agreement to Lender or to the Borrower shall be given in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail or telegram to the party to which it is required or permitted to be given or made at such party's address specified below or at such other address as such party shall have designated by notice to the party giving such notice or making such request.

To the Lender: At the address of the Lender mentioned in the Schedule.

To the Borrower: residential address stated in serial no. _____ of the Schedule or the Property address described in the Schedule hereunder.

17. ARBITRATION

In the event of any dispute or differences arising under this Agreement including any dispute as to any amount outstanding, the real meaning or purport hereof ("Dispute"), such Dispute shall be finally resolved by arbitration. Such arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any amendment or reenactment thereof by a single arbitrator to be appointed by the Lender. The venue of arbitration shall be Mumbai and the arbitration shall be conducted in English language.

18. SEVERABILITY

The Articles of the Agreement and the clauses contained in each Article are severable and any illegality, invalidity or irregularity, inconsistency or repugnancy of any Article or any clause in Article shall not in any way affect the legality, validity or regularity of any other Article or clause of the Article.

19. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in all respects with the Laws in India and the Borrower and Lender hereby mutually agree that any matter or issues arising hereunder or any dispute hereunder shall, at the option/discretion of the Lender, be subject to the exclusive jurisdiction of the Courts of the City of _____, India. This shall not however limit the rights of the Lender to file/take proceedings in any other Court of Law or Tribunal of Competent Jurisdiction

The Borrower agrees / confirms as follows:

- a) To keep alive the insurance policy/policies assigned in favour of Lender by paying on time the premium as they fall due and produce the receipts to Lender whenever required.
- b) Lender shall have the right to receive and adjust any payment that it may receive in connection with any insurance policy/policies against the Loan and alter the amortization schedule as set out in Schedule hereunder in any manner as it may deem fit notwithstanding anything to the contrary contained in this Agreement or any other document or paper.
- c) That the terms and conditions and all the covenants and details of the Schedule hereunder shall be read and construed as part and parcel of these presents.
- d) That the terms and conditions of this Agreement shall be binding on the legal representatives, heirs, executors, administrators, successors and assigns of the Borrower and the successors and assigns of the Lender.

That the Borrower has read and understood this Agreement and in the event that the Borrower is illiterate and/or cannot read English language, the terms and conditions of this agreement have been read over, translated and explained in detail in the vernacular language to the Borrower.

SCHEDULE

A] Customer details

S.No.	Particulars	Details
i) Description of the Borrower:		
Name : _____		
Address : _____		
Constitution : _____		
ii) Description of the Co-borrower:		
Name : _____		
Address : _____		
Constitution : _____		

B] Loan/facility details

S.No.	Particulars	Details
i)	Loan a) Loan amount b) No. of tranches Single/Multiple c) Amount of each tranche d) Date of disbursal of each tranche	Rs. _____ Rs. _____
ii)	Purpose	
iii)	Rate of Interest:	_____ % p.a / monthly reducing (Fixed/Floating)
iv)	Additional Interest	
v)	Default Interest	
vi)	Amortization of Loan: a) Tenure of Loan b) Number of EMIs c) Amount of each EMI d) Amount of PEMII e) Date of commencement of the Monthly Installment: f) Due Date of payment of first Monthly Installment: g) Mode of Repayment: h) Prepayment Charges i) Part Prepayment Charges j) Processing charges	_____% _____%

C] Details of Property, Security and other charges

S.No.	Particulars	Details
i)	Description of Property	
ii)	Description of original title documents	
iii)	Security	i) a first charge by way of hypothecation in favour of the Lender of _____. ii) Demand Promissory Note; iii) an irrevocable and unconditional guarantee from _____ in favour of the Lender. No guarantee commission shall be payable by the Borrower to the guarantors. iv) pledge of shares of.....

iv)	Details of Guarantor/Co-borrower	Name: _____ Residential Address: _____ _____ PAN Number _____ Personal Assets _____ _____ Legal heirs _____
v)	ECS/PDC Dishonour Charges	
vi)	Inward cheque dishonour charge	
vii)	Renewal fees and other charges	

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

SIGNED AND DELIVERED]
by the withinnamed Borrower]
Shri _____]
Shri _____]
as Sole Proprietor/Proprietress of M/s _____]

[To be used in case the Borrower is a Proprietorship Concern]

SIGNED AND DELIVERED]
by the withinnamed Borrower]
Shri _____]
Shri _____]

[To be used in case the Borrower is an Individual]

SIGNED AND DELIVERED]
By the withinnamed Borrower _____]
in his capacity as karta of _____ HUF]

[To be used in case the Borrower is a Karta of HUF]

SIGNED AND DELIVERED]
by the withinnamed Borrower]
1) _____]
2) _____]
carrying on the business in the firm name and style of]
M/s _____]

[To be used in case the Borrower is an Partnership firm]

THE COMMON SEAL of the _____ Ltd.,]
abovementioned Borrower has been hereunto affixed pursuant to the]
Resolution of its Board of Directors passed in that behalf on]
the _____ day of _____ 200__ in the presence of]
1) _____]
2) _____]

Director(s), who have signed these presents and Authorised Person/
Secretary of the Company who has signed/countersigned these presents]
in token thereof]

[To be used in case the Borrower is a Company]

SIGNED, SEALED AND DELIVERED]
by the withinnamed Borrower _____]
through its authorized signatory _____]
Shri. _____]
pursuant to the Resolution passed at its Meeting held on _____]
In the presence of Shri. _____]
1) _____]
2) _____]

who have executed THESE PRESENTS]

[To be used in case the Borrower is a Society]

SIGNED SEALED AND DELIVERED BY]
The Lender Reliance Consumer Finance Private Limited]
Through its authorized signatory]
Shri. _____]

[Authorized Signatory for Reliance Consumer Finance Private Limited]