# **BUTTER MONEY HOME LOAN AGREEMENT**

## **LOAN AGREEMENT**

This Loan Agreement ("Agreement") is made and entered into on {{AGREEMENT\_DATE}} (the "Effective Date"), by and between:

## **PARTIES**

1. **LENDER**: {{BANK\_NAME}}, a banking institution registered under the Banking Regulation Act, 1949, having its registered office at {{BANK\_ADDRESS}} (hereinafter referred to as the "Lender").
2. **BORROWER**: {{BORROWER\_NAME}}, an individual residing at {{BORROWER\_ADDRESS}}, with PAN: {{BORROWER\_PAN}} and Aadhaar: {{BORROWER\_AADHAAR}} (hereinafter referred to as the "Borrower").
3. **FACILITATOR**: Butter Money Fintech Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at {{BUTTER\_MONEY\_ADDRESS}} (hereinafter referred to as "Butter Money" or the "Facilitator").

## **WHEREAS**

A. The Lender is in the business of providing financial services, including home loans.

B. The Borrower has applied for a home loan for the purpose of {{LOAN\_PURPOSE}} through the Butter Money platform.

C. Butter Money has facilitated this loan agreement between the Lender and the Borrower.

D. The Lender has agreed to provide the loan to the Borrower subject to the terms and conditions set forth in this Agreement.

## **NOW, THEREFORE**

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **1. DEFINITIONS**

1.1. **"Agreement"** means this Loan Agreement and all schedules, annexures, and amendments hereto.

1.2. **"Borrower"** means the individual(s) named as the Borrower in this Agreement.

1.3. **"Business Day"** means a day (other than a Saturday, Sunday, or public holiday) on which banks are open for general business in India.

1.4. **"EMI"** means the equated monthly installment payable by the Borrower to the Lender towards repayment of the Loan along with interest.

1.5. **"Loan"** means the principal amount of ₹{{LOAN\_AMOUNT}} (Rupees {{LOAN\_AMOUNT\_IN\_WORDS}} only) lent by the Lender to the Borrower under this Agreement.

1.6. **"Property"** means the immovable property described in Schedule I, which is being purchased/constructed/renovated with the help of the Loan amount.

1.7. **"Term"** means the period of {{LOAN\_TERM\_YEARS}} years commencing from the date of disbursement of the Loan.

## **2. LOAN AMOUNT AND DISBURSEMENT**

2.1. The Lender hereby agrees to provide to the Borrower, upon the terms and conditions set forth in this Agreement, a loan in the principal amount of ₹{{LOAN\_AMOUNT}} (Rupees {{LOAN\_AMOUNT\_IN\_WORDS}} only) (the "Loan").

2.2. The disbursement of the Loan shall be made in accordance with the disbursement schedule set forth in Schedule II, subject to the satisfaction of the conditions precedent specified in Clause 3 below.

2.3. The Loan shall be disbursed directly to the vendor/builder/seller of the Property or as instructed by the Borrower in writing, with the approval of the Lender.

2.4. The Borrower hereby authorizes the Lender to disburse the Loan as per the above terms.

## **3. CONDITIONS PRECEDENT**

3.1. The obligation of the Lender to disburse the Loan is subject to the fulfillment of the following conditions:

a) The Borrower has provided all KYC documents as required by the Lender and Butter Money;

b) The Borrower has paid the processing fee of ₹{{PROCESSING\_FEE}} (Rupees {{PROCESSING\_FEE\_IN\_WORDS}} only);

c) The Borrower has contributed a minimum of {{DOWN\_PAYMENT\_PERCENTAGE}}% of the cost of the Property from their own sources;

d) The title to the Property is clear, marketable, and free from all encumbrances;

e) The Borrower has submitted all necessary approvals and permits related to the Property;

f) The Borrower has provided adequate security for the Loan as specified in Clause 5;

g) The Borrower has opened a bank account with the Lender or a bank acceptable to the Lender for the purpose of repayment of the Loan;

h) The Borrower has executed all security documents as required by the Lender.

## **4. INTEREST AND REPAYMENT**

4.1. The Loan shall bear interest at the rate of {{INTEREST\_RATE}}% per annum, calculated on a reducing balance basis.

4.2. The Borrower shall repay the Loan and interest thereon in equated monthly installments (EMIs) of ₹{{EMI\_AMOUNT}} (Rupees {{EMI\_AMOUNT\_IN\_WORDS}} only) for a period of {{LOAN\_TERM\_YEARS}} years ({{LOAN\_TERM\_MONTHS}} months).

4.3. The first EMI shall be due on the {{EMI\_START\_DATE}}.

4.4. All EMIs shall be paid on or before the {{EMI\_DUE\_DATE}} of each month.

4.5. The Borrower shall repay the EMIs through:  
 a) Electronic Clearing Service (ECS) mandate;  
 b) Post-dated cheques; or  
 c) Auto-debit facility from the Borrower's account with the Lender.

4.6. The Lender reserves the right to revise the rate of interest during the term of the Loan based on changes in the applicable benchmark rate or as per the Lender's policy, with prior notice to the Borrower.

4.7. Any revision in the interest rate shall be communicated to the Borrower through email or SMS, and through the Butter Money platform.

4.8. In case of any revision in the interest rate, the Borrower shall have the option to:  
 a) Increase the EMI amount; or  
 b) Extend the term of the Loan; or  
 c) Make a lump sum prepayment to maintain the original EMI and term.

## **5. SECURITY**

5.1. As security for the due repayment of the Loan and the payment of all fees, interest, and other sums due under this Agreement, the Borrower shall:

a) Create a first and exclusive mortgage over the Property in favor of the Lender in such form and manner as may be required by the Lender;

b) Execute a registered mortgage deed in favor of the Lender within {{MORTGAGE\_EXECUTION\_PERIOD}} days from the date of disbursement of the Loan;

c) Deposit the original title deeds of the Property with the Lender;

d) Provide such other security as may be required by the Lender from time to time.

5.2. The Borrower shall not sell, transfer, lease, rent out, or create any encumbrance over the Property without the prior written consent of the Lender during the tenure of the Loan.

5.3. The Borrower shall maintain the Property in good condition and shall not make any structural changes to the Property without the prior written consent of the Lender.

5.4. The Borrower shall insure the Property against fire, earthquake, and other hazards for an amount not less than the Loan amount and assign the insurance policy in favor of the Lender.

## **6. REPRESENTATIONS AND WARRANTIES**

6.1. The Borrower represents and warrants to the Lender as follows:

a) The Borrower has the legal capacity to enter into this Agreement and perform obligations hereunder;

b) All information provided by the Borrower to the Lender and Butter Money is true, accurate, and complete in all respects;

c) The Borrower has disclosed all material facts related to the Loan application and the Property;

d) The Borrower is not in default under any other loan or financial agreement;

e) There are no legal proceedings pending against the Borrower that may affect the Borrower's ability to repay the Loan;

f) The Borrower has obtained all necessary consents and approvals required to enter into this Agreement;

g) The execution and performance of this Agreement do not and will not violate any law, regulation, judgment, or order applicable to the Borrower.

6.2. The representations and warranties set out in Clause 6.1 shall be deemed to be repeated on each day during the term of this Agreement as if made with reference to the facts and circumstances existing on such date.

## **7. COVENANTS**

7.1. The Borrower hereby covenants with the Lender that during the term of this Agreement, the Borrower shall:

a) Promptly notify the Lender of any material adverse change in the Borrower's financial condition;

b) Promptly notify the Lender of any event or circumstance that might affect the Borrower's ability to repay the Loan;

c) Promptly notify the Lender of any change in the Borrower's residential address, email address, or phone number;

d) Permit the Lender or its authorized representatives to inspect the Property at reasonable times after giving reasonable notice;

e) Pay all taxes, levies, and charges related to the Property on time;

f) Comply with all applicable laws and regulations related to the Property;

g) Provide any additional information or documentation that the Lender may reasonably request from time to time;

h) Not use the Loan for any purpose other than as stated in this Agreement;

i) Maintain a satisfactory credit score throughout the term of the Loan.

## **8. EVENTS OF DEFAULT**

8.1. Each of the following events shall constitute an "Event of Default" under this Agreement:

a) The Borrower fails to pay any EMI or any other amount due under this Agreement on the due date;

b) The Borrower breaches any term, condition, covenant, or undertaking under this Agreement;

c) Any representation or warranty made by the Borrower under this Agreement is or becomes false or misleading;

d) The Borrower becomes insolvent, bankrupt, or is subject to any bankruptcy or insolvency proceedings;

e) The Property is destroyed, damaged, or decreases in value to such an extent that, in the opinion of the Lender, the security for the Loan is inadequate;

f) The Borrower creates any encumbrance over the Property without the prior written consent of the Lender;

g) The Borrower dies, or becomes permanently disabled or incapacitated;

h) Any other event or circumstance that, in the reasonable opinion of the Lender, may affect the Borrower's ability to repay the Loan or the Lender's security interest in the Property.

8.2. Upon the occurrence of an Event of Default, the Lender may, at its discretion and without prejudice to any other rights and remedies available to it under this Agreement or applicable law, do any one or more of the following:

a) Declare the entire outstanding Loan amount, along with all accrued interest, fees, and other charges, to be immediately due and payable;

b) Enforce the security created under this Agreement;

c) Take possession of the Property and sell, lease, or otherwise dispose of the Property to recover the outstanding Loan amount;

d) Appoint a receiver to manage the Property;

e) Charge penal interest at the rate of {{PENAL\_INTEREST\_RATE}}% per annum on the overdue amounts;

f) Report the default to credit information bureaus;

g) Take any other action as permitted under applicable law or this Agreement.

## **9. PREPAYMENT**

9.1. The Borrower may prepay the Loan in part or in full, subject to the following conditions:

a) The Borrower shall give the Lender at least {{PREPAYMENT\_NOTICE\_PERIOD}} days' prior written notice of the intention to prepay;

b) The minimum prepayment amount shall be equivalent to {{MIN\_PREPAYMENT\_AMOUNT}} EMIs;

c) Partial prepayment shall be applied first towards the interest due and then towards the principal amount;

d) In case of full prepayment, the Borrower shall pay the entire outstanding Loan amount, along with all accrued interest, fees, and other charges;

e) The Borrower shall pay a prepayment charge of {{PREPAYMENT\_CHARGE}}% on the amount prepaid if the prepayment is made within {{PREPAYMENT\_CHARGE\_PERIOD}} years from the date of disbursement of the Loan;

f) No prepayment charge shall be payable if the prepayment is made:  
 i) From the Borrower's own sources (not borrowed from any bank/financial institution);  
 ii) In case of floating rate loans;  
 iii) Due to higher EMI payment over a period of at least one year.

9.2. Upon partial prepayment, the Lender shall, at the Borrower's option, either reduce the EMI amount or reduce the term of the Loan.

## **10. BUTTER MONEY'S ROLE AND RESPONSIBILITIES**

10.1. Butter Money is acting solely as a facilitator between the Lender and the Borrower for the purpose of this Loan.

10.2. Butter Money's responsibilities include:

a) Facilitating the Loan application process;

b) Collecting and verifying the Borrower's KYC documents and information;

c) Assisting in the documentation and disbursement process;

d) Providing a digital platform for the Borrower to track and manage the Loan;

e) Facilitating communication between the Borrower and the Lender.

10.3. Butter Money shall not be responsible for:

a) The Lender's decision to approve or reject the Loan application;

b) The terms and conditions of the Loan offered by the Lender;

c) Any delay or failure in the disbursement of the Loan by the Lender;

d) Any dispute between the Borrower and the Lender regarding the Loan.

## **11. NOTICES**

11.1. Any notice, demand, or communication under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by registered post, or sent by email to the address of the relevant party set out below:

**To the Lender**:  
 Address: {{LENDER\_ADDRESS}}  
 Email: {{LENDER\_EMAIL}}  
 Attention: {{LENDER\_CONTACT\_PERSON}}

**To the Borrower**:  
 Address: {{BORROWER\_ADDRESS}}  
 Email: {{BORROWER\_EMAIL}}  
 Phone: {{BORROWER\_PHONE}}

**To Butter Money**:  
 Address: {{BUTTER\_MONEY\_ADDRESS}}  
 Email: {{BUTTER\_MONEY\_EMAIL}}  
 Attention: {{BUTTER\_MONEY\_CONTACT\_PERSON}}

11.2. Any change in the above addresses shall be communicated in writing to the other parties.

11.3. Any notice shall be deemed to have been received:

a) If delivered personally, at the time of delivery;

b) If sent by registered post, 3 (three) days after posting;

c) If sent by email, at the time of transmission if during business hours of the recipient, otherwise on the next Business Day.

## **12. MISCELLANEOUS**

12.1. **Amendments**: Any amendment or modification to this Agreement shall be in writing and signed by all parties.

12.2. **Assignment**: The Borrower shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Lender. The Lender may assign or transfer its rights and obligations under this Agreement to any third party without the Borrower's consent.

12.3. **Severability**: If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

12.4. **Waiver**: No failure or delay by the Lender in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

12.5. **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of India.

12.6. **Jurisdiction**: The parties submit to the exclusive jurisdiction of the courts in {{JURISDICTION\_CITY}} for the resolution of any dispute arising out of or in connection with this Agreement.

12.7. **Entire Agreement**: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral, relating to such subject matter.

12.8. **Counterparts**: This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

12.9. **Force Majeure**: Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by events or circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, wars, terrorism, riots, or government actions.

12.10. **Relationship**: Nothing in this Agreement shall be construed as creating any partnership, joint venture, agency, or fiduciary relationship between the parties.

## **IN WITNESS WHEREOF**

the parties hereto have executed this Agreement as of the date first above written.

## **SIGNATURES**

**For and on behalf of the Lender:**

Name: {{LENDER\_SIGNATORY\_NAME}}  
 Designation: {{LENDER\_SIGNATORY\_DESIGNATION}}  
 Date: {{SIGNING\_DATE}}  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Borrower:**

Name: {{BORROWER\_NAME}}  
 Date: {{SIGNING\_DATE}}  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For and on behalf of Butter Money:**

Name: {{BUTTER\_MONEY\_SIGNATORY\_NAME}}  
 Designation: {{BUTTER\_MONEY\_SIGNATORY\_DESIGNATION}}  
 Date: {{SIGNING\_DATE}}  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witness 1:**

Name: {{WITNESS\_1\_NAME}}  
 Address: {{WITNESS\_1\_ADDRESS}}  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witness 2:**

Name: {{WITNESS\_2\_NAME}}  
 Address: {{WITNESS\_2\_ADDRESS}}  
 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## **SCHEDULE I - PROPERTY DETAILS**

**Description of the Property:**

Type of Property: {{PROPERTY\_TYPE}}  
 Location: {{PROPERTY\_LOCATION}}  
 Area: {{PROPERTY\_AREA}} sq. ft.  
 Boundaries:  
 East: {{PROPERTY\_BOUNDARY\_EAST}}  
 West: {{PROPERTY\_BOUNDARY\_WEST}}  
 North: {{PROPERTY\_BOUNDARY\_NORTH}}  
 South: {{PROPERTY\_BOUNDARY\_SOUTH}}

Registration Details:  
 Document No.: {{PROPERTY\_DOCUMENT\_NO}}  
 Registration Date: {{PROPERTY\_REGISTRATION\_DATE}}  
 Sub-Registrar Office: {{PROPERTY\_SUB\_REGISTRAR\_OFFICE}}

Title Deed Details:  
 Title Deed No.: {{PROPERTY\_TITLE\_DEED\_NO}}  
 Executed By: {{PROPERTY\_TITLE\_DEED\_EXECUTANT}}  
 Executed In Favor Of: {{PROPERTY\_TITLE\_DEED\_BENEFICIARY}}  
 Execution Date: {{PROPERTY\_TITLE\_DEED\_DATE}}

## **SCHEDULE II - DISBURSEMENT SCHEDULE**

**Loan Disbursement Details:**

Loan Amount: ₹{{LOAN\_AMOUNT}} (Rupees {{LOAN\_AMOUNT\_IN\_WORDS}} only)

Disbursement Schedule:

First Disbursement:  
 Amount: ₹{{FIRST\_DISBURSEMENT\_AMOUNT}} ({{FIRST\_DISBURSEMENT\_PERCENTAGE}}% of the Loan Amount)  
 Expected Date: {{FIRST\_DISBURSEMENT\_DATE}}  
 Disbursement To: {{FIRST\_DISBURSEMENT\_BENEFICIARY}}

Second Disbursement (if applicable):  
 Amount: ₹{{SECOND\_DISBURSEMENT\_AMOUNT}} ({{SECOND\_DISBURSEMENT\_PERCENTAGE}}% of the Loan Amount)  
 Expected Date: {{SECOND\_DISBURSEMENT\_DATE}}  
 Disbursement To: {{SECOND\_DISBURSEMENT\_BENEFICIARY}}  
 Conditions for Second Disbursement: {{SECOND\_DISBURSEMENT\_CONDITIONS}}

Final Disbursement (if applicable):  
 Amount: ₹{{FINAL\_DISBURSEMENT\_AMOUNT}} ({{FINAL\_DISBURSEMENT\_PERCENTAGE}}% of the Loan Amount)  
 Expected Date: {{FINAL\_DISBURSEMENT\_DATE}}  
 Disbursement To: {{FINAL\_DISBURSEMENT\_BENEFICIARY}}  
 Conditions for Final Disbursement: {{FINAL\_DISBURSEMENT\_CONDITIONS}}

## **SCHEDULE III - REPAYMENT SCHEDULE**

**Loan Repayment Details:**

Loan Amount: ₹{{LOAN\_AMOUNT}}  
 Interest Rate: {{INTEREST\_RATE}}% per annum  
 Loan Tenure: {{LOAN\_TERM\_YEARS}} years ({{LOAN\_TERM\_MONTHS}} months)  
 EMI Amount: ₹{{EMI\_AMOUNT}} per month  
 First EMI Date: {{EMI\_START\_DATE}}  
 Last EMI Date: {{EMI\_END\_DATE}}

| **Year** | **Principal (₹)** | **Interest (₹)** | **Total Payment (₹)** | **Outstanding Principal (₹)** |
| --- | --- | --- | --- | --- |
| 1 | {{YEAR\_1\_PRINCIPAL}} | {{YEAR\_1\_INTEREST}} | {{YEAR\_1\_TOTAL}} | {{YEAR\_1\_OUTSTANDING}} |
| 2 | {{YEAR\_2\_PRINCIPAL}} | {{YEAR\_2\_INTEREST}} | {{YEAR\_2\_TOTAL}} | {{YEAR\_2\_OUTSTANDING}} |
| 3 | {{YEAR\_3\_PRINCIPAL}} | {{YEAR\_3\_INTEREST}} | {{YEAR\_3\_TOTAL}} | {{YEAR\_3\_OUTSTANDING}} |
| 4 | {{YEAR\_4\_PRINCIPAL}} | {{YEAR\_4\_INTEREST}} | {{YEAR\_4\_TOTAL}} | {{YEAR\_4\_OUTSTANDING}} |
| 5 | {{YEAR\_5\_PRINCIPAL}} | {{YEAR\_5\_INTEREST}} | {{YEAR\_5\_TOTAL}} | {{YEAR\_5\_OUTSTANDING}} |

Note: This is a summarized schedule showing annual figures for the first 5 years. A detailed month-wise repayment schedule has been provided to the Borrower separately.