

LOAN AGREEMENT

This Loan Agreement is made at place mentioned in schedule and on the date specified in the schedule ("Agreement") "BETWEEN" SBFC Finance Limited (SBFC/Lender) a company incorporated and registered under provisions of the Companies Act, 1956 and a non-banking financial company registered with the Reserve Bank of India having registration No. [N - 13.01913], and having its registered office at Unit No.103, 1st Floor, C&B Square, Sangam Complex, CTS No.95 A, 127 Andheri Kurla Road, Village Chakala, Andheri (East), Mumbai-400 059,

Tel.+91 22 67875300

CIN No.: L67190MH2008PLC178270, Website: www.sbfc.com (herein

after called the "Lender" which expression shall, unless it be repugnant to the meaning or context thereof, mean and include its successors in title and assigns) of the FIRST PART;

AND

The person/s specified in Schedule (hereinafter referred to/collectively referred to as" the Borrower" which accepted expression shall, unless it be repugnant to the meaning or context thereof, mean and include, his/her, their respective heirs, executors, administrators, legal representative (where the/a borrower is an individual/sole proprietor), successors (where the /a borrower is a company incorporated under the Companies Act, 1956 or any other body corporate), the partner(s) from time to time of the firm, the survivor(s) of them and the heirs, executors, administrators, legal representative and successors of the partner (where the /a Borrower is a partnership firm), the members or member for the time being of the said Hindu Undivided Family and their respective heirs, executors, administrators, legal representative, successors and permitted assigns(where the /a Borrower is a Hindu Undivided Family), of the OTHER PART;

WHEREAS:

a) The Borrower has approached the lender for a loan/financial assistance of the amount stated in Schedule hereto.

b) The Lender has relying upon the representations, warranties, covenants and undertakings given and made by the Borrower, considered the request of the Borrower and agreed to lend and advance the same on the security and upon the terms and conditions as contained herein.

c) The parties hereto are desirous of recording the terms and conditions in

relation to the proposed loan to be made by the lender to the Borrower and certain other matters related thereto in the manner hereinafter contained.

ARTICLE -1: INTERPRETATION

(a) 1.1 Unless repugnant to the context, the following terms used in this Agreement shall have the meanings respectively assigned to them:

"Amortization Schedule" means the Amortization Schedule attached to this Agreement and includes all such Amortization Schedule(s) attached or prescribed by the Lender from time to time.

(b) "Borrower" means the Person described in the Schedule as Borrower and includes a Co-Borrower named therein.

(c) "Equated Monthly Installment" or ("EMI") means the installment payable monthly during the entire tenure of the Loan for the purpose of amortization of the Loan in accordance with the Amortization Schedule attached hereto or which may be attached from time to time, as the case may be or (ii) in case of a revolving facility provided by the Lender, the installment payable as per the repayment schedule for the relevant Utilization as may be prescribed by the Lender from time to time.

Schedule

Place of Execution			
Date of Execution			
(A) Details of Borrower/s and Guarantor/s (Address of Property)			
	Name	Constitution	Address
Borrower			
Co-Borrower1			
Co-Borrower2			
Co-Borrower3			
Co-Borrower4			
Co-Borrower5			
Details of Loan Property/ies			
Sr No	Property Address		

Borrower

Co-borrower (1)

Co-borrower (2)

Co-borrower (3)

(B) Loan Detail													
Loan Amount													
Loan Tenure (In Months)													
Current SBFC Prime Lending Rate (PLR) linked Floating Rate	SBFC PLR _____% + /- _____% = _____%												
For Fixed Rate loan													
EMI Amount													
Repayment Date for payment of EMI	_____ of every month												
Processing Fee													
Purpose of Loan													
Repayment Mode	E-Mandate												
Frequency	Monthly												
Penal Charges	Penal Charge Grid: <table border="1"> <thead> <tr> <th>Principal outstanding</th><th>Charges per day</th></tr> </thead> <tbody> <tr> <td>Up to 7 Lakhs</td><td>12</td></tr> <tr> <td>7 to 10 Lakhs</td><td>17</td></tr> <tr> <td>10 to 15 Lakhs</td><td>22</td></tr> <tr> <td>15 to 20 Lakhs</td><td>27</td></tr> <tr> <td>Greater than 20 Lakhs</td><td>30</td></tr> </tbody> </table> <p>* GST as applicable would be levied</p> <ul style="list-style-type: none"> Charges would be levied for each day for which the EMI remains unpaid till the entire over EMI outstanding is cleared. Per Day charges would be levied basis the Principal Outstanding as on the date when the EMI is overdue or remains unpaid 	Principal outstanding	Charges per day	Up to 7 Lakhs	12	7 to 10 Lakhs	17	10 to 15 Lakhs	22	15 to 20 Lakhs	27	Greater than 20 Lakhs	30
Principal outstanding	Charges per day												
Up to 7 Lakhs	12												
7 to 10 Lakhs	17												
10 to 15 Lakhs	22												
15 to 20 Lakhs	27												
Greater than 20 Lakhs	30												
Bounce and Other Charges	Refer website for latest applicable rates												
Prepayment Charges	<ul style="list-style-type: none"> 6% + GST to apply on the amount prepaid incase loan is being foreclosed within 12 month of loan origination Post 12 months, 5% + GST to apply on the amount prepaid 												
Partial Prepayment	<ul style="list-style-type: none"> 3% + GST to apply on the amount prepaid for partial prepayment Amount of Part Prepayment has to be equal to or greater than 10% of the principal outstanding. If balance tenure goes below 12 months on account of Part Payment, foreclosure charges would be levied on the amount prepaid instead of Part Payment. 												
Legal, Collection and Incidental Charges	At Actual												
Stamp Duty and other Statutory Charges including creation of equitable mortgage	As per applicable Law/s.												
Broken Period Interest / Pre EMI-Amount	Amount Chargeable as interest from the date of disbursement of loan as per terms of the agreement till the date of commencement of first Repayment date for payment of EMI												

Borrower

Co-borrower (1)

Co-borrower (2)

Co-borrower (3)

B. Upgradation of Loan Account

Loan accounts classified as NPAs may be upgraded as 'standard' asset by the Lender only upon the payment of the entire arrear s of Interest and Principal by the Borrower.

Borrower

Co-borrower (1)

Co-borrower (2)

Co-borrower (3)

APPENDIX I – Consent for Co-lending

I or We hereby agree to the above terms & conditions.



