

## **BUSINESS LOAN FOR ENTITY (UNSECURED) -SAMPLE COPY**

This Loan Agreement is made and entered into on the date and place as mentioned in the **Schedule-I** hereto

### **Between:**

The **BORROWER (s)**, whose details are given in the **Schedule-I**, and hereinafter referred to as the "Borrower" which term shall be deemed to mean and include unless the context otherwise requires or permits all their legal heirs, executors, administrators, and representatives or, its successors, and permitted assigns of the one Part;

AND

**Jana Small Finance Bank Limited**, a Company defined under Companies Act, 1956 and registered under Banking Regulation Act, 1949 to carry on the Small Finance Bank and having its Registered Office situated at The Fairway, Ground and First Floor, Survey No. 10/1, 11/2 and 12/2B, Off Domlur, Koramangala Inner Ring Road, Next to Embassy Golf Links Business Park, Challaghatta, Bangalore - 560 071, and one amongst Branch office at the place specified in the **Schedule-I** hereto, hereinafter referred to as the "**BANK**" which term shall be deemed to mean and include unless the context otherwise requires or permits, its successors, constituted attorneys and permitted assigns of the other Part;

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

### WHEREAS

- The Bank is carrying on the Small Finance Banking business and extending various financial services.
- The Borrower has requested the Bank for grant of loan / credit Facility for the purpose more fully described in Schedule – II hereunder.
- The Bank has at the request of the Borrower agreed to grant all or some or any of the credit facilities /loan/s subject inter alia to the Sanction letter and terms and conditions contained in this Agreement and also in the other Transaction Documents (as defined below) including Security Documents (as defined below) or any of them and on such other terms and conditions as may be deemed necessary and notified from time to time by the Bank to the Borrower.

**IN CONSIDERATION of the Bank providing the Loan / Credit Facility to the Borrower, the Borrower hereby agrees, records and confirms the terms and conditions upon which the Facility is granted as under:**

- a) The Bank, at its discretion may grant or agree to grant or continue, all or any of the Loan now or hereafter at any time or from time to time up to the herein mentioned aggregate limit/term loan the details as to the loan/credit facilities, limits, interest, rests and terms of repayment are more specifically mentioned in **SCHEDULE-II** hereunder written, for the purpose(s) set forth in the Borrower's proposal/Application Form, which shall be deemed to constitute the basis and part of these presents. The Borrower(s) hereby warrants the correctness of every one of the statements, representations and undertakes to carry out the Borrower's proposal/ Application Form as set out in its entirety with a further undertaking to notify the Bank in writing of any deviations or modifications thereto immediately upon such occurrence. The loan granted or agreed to be granted or continued, now or hereafter by the Bank (hereinafter referred to as "the said facilities/Credit facility/Loan ") shall

be availed / utilized exclusively by the Borrower(s) for no purposes other than those mentioned in the Borrower(s)'s proposal/Application Form.

- b) The Borrower(s) agrees that the loan granted and agreed to be granted or continued shall be governed by the terms and conditions as set out in the Sanction Letter as also herein contained as well as those embodied in the relative security documents.
- c) Interest shall be charged at a fixed rate of interest being % p.a. and calculated on daily balance of the loan amount at monthly rests. Interest rate is fixed for the tenure of the loan and is linked to MCLR at the time of sanction. Interest rate on the facility will remain fixed for the entire tenor of the facility from the date of first disbursement. The rate of interest payable by the Borrower/s shall be subject to changes based on guidelines /directives issued by RBI to banks from time to time/money market condition. The Borrower/s also note and acknowledge that Bank is obliged to give effect to any revision of interest rates, whether upwards or downwards, on all Existing advances/financial assistances as per the RBI guidelines/directives.
- d) Where the interest is charged by the Bank at a concessionary rate(s) owing to the said facilities being granted under the Interest Subsidy Scheme or any other schemes formulated by the Government and/or the Reserve Bank of India and/or any other authority from time to time, the Borrower(s) agrees and confirms that in the event of the withdrawal, modification and/or variation of such scheme(s), the concessionary rate(s) of interest shall stand withdrawn and the usual rate(s) applicable at the material time shall become effective and be applicable and the Borrower(s) shall also pay the difference between such concessionary rate(s) and the usual rate(s) of interest from the date, the withdrawal or modification or variation becomes effective.
- e) The Loan, interest, default interest, any other charges, dues and monies payable, costs and expenses reimbursable, as outstanding from time to time and whether any of them due or not, are hereinafter collectively referred to as "Outstanding Balance". The Borrower shall pay interest on the Loan, the unpaid due interest and all other outstanding charges and monies (except the default interest), at the rate of interest specified in the Schedule hereto, on the outstanding daily balance from the date of Disbursement, compoundable at monthly rests. The Borrower shall also pay and bear all interest tax, if any, as applicable from time to time. The Borrower(s) shall repay the Loan and pay the interest that is due from time to time by way of equated monthly installments (EMIs) as specified in the Schedule or as may be specified by the Bank from time to time (time being the essence of the contract). The Borrower has perused, understood and agreed to Bank's method of calculating EMIs as also the appropriation thereof into principal and interest. The payment of all the monies by the Borrower including EMIs shall be made on or before the respective due dates, at such place as the Bank may require, without any set-off or counterclaim or withholding or deduction (save as required by law in which case the amount payable by the Borrower to the Bank shall be increased to the amount which after making such deduction or withholding equals the original due amount as if no withholding or deduction were required), by way of one or more modes and instruments including post-dated cheques ("PDCs"), Standing Instructions (SI)/ Electronic Clearing System (ECS/NACH instructions/mandate other mode/ instrument, as acceptable to the Bank from time to time. If any due date falls on a non-business day of the Bank, the payment shall be made by the Borrower on the immediately preceding business day of the Bank. In case of cheques/ other instrument, the payment shall be deemed to have been made by the Borrower only at the point of time the sum is credited and realized fully in Bank's account irrespective of the date of instrument or time of receipt or presentation of instrument. In case of any default, the Borrower shall without prejudice to Bank's other rights and remedies, pay additional /default interest at the rate mentioned in the Schedule hereto/ Application or as may be prescribed by the Bank, over and above the then applicable rate of interest till full payment is made/default is cured. This liability shall not act as justification for any default.
- f) The Borrower(s) shall pay to Bank, the charges, fees, etc, specified in the Schedule hereto/ Application or as specified by the Bank from time to time, within such time or upon occurrence of such events as specified and if not specified then forthwith upon demanded by the Bank. All other present and future costs and expenses, taxes (as applicable from time to time), any related levy, stamp duty, in all jurisdictions, in relation to this

document/other documents/any transaction pursuant thereto, irrespective of who the beneficiary is, shall be borne and payable solely by the Borrower, including for creation, enforcement, preservation of security, recovery, initiating/defending/pursuing any legal proceedings/ actions by Bank. In case of any such sums if paid or incurred by the Bank, the Borrower shall be liable to reimburse the same to the Bank in full forthwith.

- g) The Bank may at its own discretion and upon Borrower's request, also finance the Borrower for the insurance premium of insurance policy taken by Borrower as per Borrower's own wish from any insurance company of Borrower's choice, which sum(s) shall be added to the principal amount under the Loan and all the terms and conditions shall be additionally applicable thereto. All expenses, charges, fees, taxes etc.as applicable on any such insurance shall be incurred and paid by the Borrower, however in case paid by the Bank on Borrower's behalf, the Borrower shall reimburse the same to the Bank within 24 hours of the Bank's demand. The Borrower shall instruct the insurance company to add the Bank as loss payee in any such insurance policy.
- h) The Borrower shall furnish and create such security from time to time in favour of or for the benefit of the Bank, of such value, in such form and in such manner, as may be deemed fit by the Bank, forthwith upon so required by the Bank. The Bank shall also have the right to stipulate any other and further terms and conditions that it may deem fit at any time prior to or after the grant of the Loan, which shall be binding on the Borrower.
- i) Borrower shall make good to, and save, defend and hold harmless Bank, its directors, employees, shareholders, agents, consultants, representatives from or against all, direct or indirect, claims, damages, losses, costs and expenses, including attorneys' fees arising out of/ in relation to any act, omission, breach, misrepresentation, fraud, misstatement or default by the Borrower and/or otherwise incurred by Bank as a result of any suit, investigation, etc, any other matter for any reason.
- j) The Bank shall have the right to not return the Application, the photographs, information and documents submitted by the Borrower. The Bank shall, without notice to or without any consent of the Borrower, be absolutely entitled and have full right, power and authority to make disclosure of any information relating to Borrower including personal information, details in relation to documents, Loan, defaults, security, obligations of Borrower, to the Credit Information Bureau of India (CIBIL) and/or any other governmental/regulatory/statutory or private agency/entity, credit bureau, RBI, the Bank's other branches/ subsidiaries / affiliates / rating agencies, service providers, other banks / financial institutions, any third parties, any assignees/potential assignees or transferees, who may need the information and may process the information, publish in such manner and through such medium as may be deemed necessary by the publisher/ Bank/ RBI, including publishing the name as part of willful defaulter's list from time to time, as also use for KYC information verification, credit risk analysis, or for other related purposes. The Borrower waives the privilege of privacy and privity of contract. The Bank shall have the right, without notice to or without any consent of the Borrower, to approach, make enquiries, obtain information, from any person including other banks/finance entities/credit bureaus, Borrower's employer/family members, any other person related to the Borrower, to obtain any information for assessing track record, credit risk, or for establishing contact with the Borrower or for the purpose of recovery of dues from the Borrower.
- k) Any notice, approvals, instructions, demand and other communications given or made by the Bank shall be deemed to be duly given and served if sent by courier, normal post, Registered Post, facsimile, electronic mail, personal delivery, sms or by pre-paid registered mail addressed to the Borrower's address, phone/ mobile number, fax number or email as given in the Application (or at the address changed on which Bank's acknowledgement is duly obtained as hereinafter mentioned) and such notice and service shall be deemed to take effect on the third working day following the date of the posting thereof in case of courier, normal post, registered post, at the time of delivery if given by personal delivery, upon receipt of a transmission report if given by facsimile, upon sending the electronic mail or sms if given by electronic mail or sms. The Borrower undertakes to keep the Bank informed at all times in writing of any change in the mailing address, email id, phone and mobile number(s) as provided in the Application and to obtain Bank's written acknowledgement on the intimation given to Bank for any such change.

l) The Borrower(s) hereby agrees that notwithstanding anything contained herein or in any other documents, the entire balances then due under the said facilities shall, if so decided by the Bank, become forthwith due and payable upon the happening of any of the following events:

- Any instalment of the principal or interest remaining unpaid and in arrears for a period of one month after the due date whether demanded or not;
- The borrower committing any breach or default in the performance or observance of any of the terms contained herein or in the Borrower(s)'s proposal/ Application Form or any other documents;
- If any of the representations or the documents furnished by the Borrower(s) in its application are found to be untrue or false or incorrect;
- Upon entering into any arrangement or composition with its creditors or committing any act of insolvency;
- Any execution or other similar process being levied or enforced against the borrower;
- If the borrower ceases to carry on business or threatens not to carry on business;
- If any circumstances shall occur which in the opinion of the Bank is prejudicial to or imperils or is likely to prejudice or imperil the security or which affects adversely the Borrower(s)'s capacity to repay any amounts under the said facilities;
- If the Borrower(s) does not submit the required statements or mis-utilises/diverts the monies or the provided security without the Bank's prior permission / knowledge;

The decision as to whether any of the above events has happened or not is solely that and of the Bank shall be conclusive, final and binding on the Borrower(s).

PROVIDED ALWAYS THAT the Bank may in its discretion refrain from forthwith enforcing its rights hereunder in spite of the happening of any of the above events and provided further that any failure or delay in exercising any right, power or privilege hereunder or under other security documents or any single or partial exercise of such right, power, or privilege shall not impair / extinguish or preclude the Bank any further exercise of the same or operate as a waiver or exercise of any other power or right or privilege. The rights and remedies of the Bank are only cumulative and not exclusive.

- m) Notwithstanding anything stated elsewhere in this agreement, the continuation of the loan shall be at the sole and absolute discretion of the bank and the borrower's outstandings shall be payable by the borrower to the bank on demand. The bank may at any time in its sole discretion and without assigning any reason call upon the borrower to pay the borrower's outstandings and thereupon the borrower shall pay the whole of the borrower's outstandings to the bank without any delay or demur.
- n) The borrower(s) hereby further agree that as precondition of the loan advances given to him by the bank, that in case of default in repayment of the loan/ advances or in the repayment of the interest thereon or any of the agreed instalment of the loan on due date/s or in maintaining the outstanding amount within the drawing power at any point of time, the bank and/ or the Reserve Bank of India will have an unqualified right to disclose or publish his/her name(s) as defaulter in such manner and through such medium as the bank or Reserve Bank of India their absolute discretion may think fit and the borrower will not claim any right of secrecy to his/her account.
- o) The borrower hereby confirms, declares and agrees that for the liability of the borrowers , the bank shall have a paramount right of set off and in exercise of the bank's general lien under law, the bank shall also have a paramount right of lien on all monies, accounts, securities, deposits, goods and other assets and properties belonging to the borrower or standing to the borrower's credit (whether singly or jointly with any other person/s) which are or may at any time be with or in possession or control of any branch of the bank for any reason or purpose whatsoever and bank is specifically authorized to exercise right of lien on the securities including title deeds of the property and effect set of against all moneys.

- p) Any delay in exercising or omission to exercise any right, power, or remedy accruing to the Bank under this agreement or any other agreement or document shall not impair any such right, power, or remedy and shall not be construed to be waiver thereof or any acquiescence in any default, nor shall the action or inaction of the bank in respect of any default or any acquiescence by it in any default affect or impair any right, power, or remedy of the bank in respect of any other default.
- q) The Borrower expressly recognizes and accepts that the Bank shall, without reference to or intimation to the Borrower, be absolutely entitled and have full power and authority, to sell and / or assign /securitize to any third-party as the Bank may decide, the loan and all outstanding due to the Bank under this loan in any manner, either in whole or in part and on such terms as the Bank may decide including assigning or reserving to the Bank the power to proceed against the Borrowers, on behalf of the assignee, in the Events of Default for any amounts due by the Borrower under this loan. The Bank may, if it so desires, also assign to such assignee, the right to proceed against the Borrower. Any such sale or assignment shall bind the Borrower and the Borrower shall accept the third-party as its sole creditor jointly with the Bank and in such event the Borrower shall pay to the Bank or such creditor or as the Bank may direct the outstanding amounts due by the Borrower under this loan.
- r) The borrower also expressly recognizes and accepts that in the event the Bank sells / assigns to any third party the Loan and all amounts which is outstanding and due to the Bank, such assignment may cover transfer and assignment of any or all rights and obligations of the Bank under this loan, which may inter alia include, but not limited to the right to determine the rate of interest, determine Prime Lending Rate applicable to the Loan, repricing and Pre-payment charges, collection procedure and all other relevant and incidental matters to the Loan Account. Any such sale, assignment, transfer of the Loan, outstanding due and rights / obligation of the Bank shall conclusively bind the Borrower.
- s) The borrower expressly recognizes and accepts that the Bank shall, without prejudice to its right to perform such activities either by itself or through its officers or employees, be entitled and have full power and authority to appoint one or more third parties as the Bank may select and to delegate to such third-party all or any of its functions, rights and powers under this loan relating to administration of the Loan including the rights and authority to collect and receive on behalf of the Bank from the Borrower the pre-monthly repayment installments, monthly installments and other amounts due by the Borrower under this loan and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, contacting the Borrowers, receiving cash / cheques / drafts / mandates from the Borrower and giving valid and effectual receipts and discharge to the Borrower.
- t) Whereas the Bank has displayed in notice board of Branches of the Bank a copy of Grievance Redressal System (GRS) to redress any grievance before the appropriate authority of the Bank and borrower has duly acknowledged the notice of the same.
- u) Bank has ensured appropriate staff behavior by providing them adequate periodical training on their areas of work. Further the Bank has ensured that the Code of Conduct for its staff is in conformity with Board Approved Code of Conduct. Grievances of whatsoever nature can be redressed in the manner provided in the Grievance Redressal System. Moreover measures have been formulated to prevent inappropriate staff behavior. If any dispute arises amongst Parties hereto (i.e., Borrower, Co- Borrower, Guarantor/s and the Bank) either during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding a question, including but not limited to matters relating to default in repayment of principal and interest, enforcement of security, percentage of interest rate, penalty, tenure of the loan, security, repayment, general terms and conditions or its revision from time to time, acceptance or denial of any of the terms and conditions by any Parties and such other relevant matters in connection with or incidental to the operation, implementation or termination of the clauses of this Agreement, the Parties shall endeavor to settle such dispute amicably by discussions.

- v) In the case of failure by the Parties to amicably resolve any of the disputes arising out of the Agreement in the manner set out above, the said dispute shall be referred to sole Arbitrator nominated by the Bank, by giving a written notice to the other Party / Borrower. The Borrower, Co-Borrower and Guarantor/s agree to refer or have no objections for referring the matter to the sole Arbitrator as appointed by the Bank. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of the court of arbitration shall be Bangalore. The arbitration proceedings shall be conducted in English language. The sole arbitrator shall also decide on the costs of the arbitration proceedings. The provisions of this Clause shall survive termination of this Agreement.
- w) The Borrower hereby state that she/he has understood all the terms and conditions of the credit facilities extended by the Bank to her/him as detailed in this Agreement and hereby undertakes and states that she/he shall be bound by all such terms and meet all her/his obligations arising out of this Agreement. The contents of this agreement was read and explained to the borrower in the vernacular language known to them and they agree and accept to the terms and conditions mentioned herein above.
- x) The Borrower/Co-Borrower irrevocably undertakes to comply with the provisions of Child Labour (Prohibition and Regulation) Act 1986, Minimum Wages Act and Environment Protection Act and all its subsequent amendments.

This document, Application and other documents have been explained to the Borrower in the language known to the borrower and the borrower has read and understood the same.

**Declaration**

Certified that the above contents were duly explained to the executants in \_\_\_\_\_ language known to them by the Bank officials, who appear perfectly to understand the same and have signed in the presence of the below mentioned witnesses.

The Borrower(s) have affixed their signatures after verifying and understanding the contents of this document, at the end of the Schedule

**SCHEDULE- I**

<b>DETAILS OF PLACE AND DATE OF EXECUTION THIS LOAN AGREEMENT</b>	At : _____ Date: _____
<b>THE BANK'S BRANCH / OFFICE ADDRESS</b>	Jana Small Finance Bank Ltd _____
<b><u>DETAILS OF THE BORROWER AND ADDRESS</u></b>	
Name: _____ Address: _____ PIN: _____ PAN : _____	
<b><u>DETAILS OF THE CO-BORROWER / GUARANTOR AND ADDRESS</u></b>	
Name: _____ Address: _____ PIN: _____ PAN : _____	

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**SCHEDULE-II  
(Loan Details)**

1. Loan Facility	
2. Loan Amount	
3. Purpose / End use of loan	
4. Rate of interest	
5. Tenor of Loan	
6. Sanction letter date:	
7. Penal interest and other charges	
8. Security	

Borrower Name	_____
Signature	
Co-Borrower /Guarantor Name	_____
Signature	

Date:	For Jana Small Finance Bank Limited
Place:	Authorised signatory

**PDC/SPDC DECLARATION**

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

To  
Jana Small Finance Bank Limited  
(Formerly known as “Janalakshmi  
Financial Services Limited”)  
(Branch Address)

Dear Sir/Madam:

Loan / Credit Facility no. \_\_\_\_\_ for Rs \_\_\_\_\_ (the “Facilities/Loan”)

I/We refer to the Loan/facility agreement / application form dated \_\_\_\_\_ (the “Agreement”/ “Application Form”) executed by me/us in relation to the Loan/Facilities. Pursuant to the Agreement / Application Form, I/we have agreed to provide post-dated Cheque/s to you.

I/ We are aware that you are entitled to present the aforesaid Cheque/s for recovery of all amounts payable by me/us in respect of the Facilities; such Cheque/s can be presented by you at any time including on or after occurrence of default of the terms and conditions in relation to the Facilities. I/We are aware that the benefits of this confirmation are available to you, your successors, assigns and transferees.

In consideration of the aforesaid premises, I/We enclose following \_\_\_ Number of cheque/s drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ Branch in your favor, duly signed by me/us.

SL	Cheque no	Date	Drawee Bank	Amount INR	Remark

I/We hereby specifically and irrevocably agree and confirm that you shall have full authority to deposit the aforesaid post-dated Cheque/s and present the same for payment of any amount/s in relation to the Facilities at any time during the tenure of the Facilities, and I/we accordingly authorize you to present the aforesaid cheque/s after filling in the details of the amounts due to you. I/We shall ensure that the aforesaid Cheque/s shall be honored on such encashment by you. I/We are also fully aware that you shall be entitled to initiate appropriate legal action against me/us in the event of dishonor of the aforesaid post-dated cheques by the payee bank/s.



I/We hereby further agree with and undertake that I/we shall –

- a) at all times maintain a sufficient balance in the bank account/s for which post-dated Cheque(s) have been drawn in your favour;
- b) not close the aforesaid bank account/s without your prior permission;
- c) open a new bank account, if so approved by you, and shall accordingly replace the existing post-dated Cheque/s with new post-dated cheque/s drawn on the bank/s with whom the new account/s will be maintained;
- d) replace/revalidate the existing post-dated Cheque/s in the event that the validity period of the same expire;
- e) not issue 'stop payment' instructions to the aforesaid bank/s during the currency of the Facilities / until such time that the Facilities have been repaid in full and to your satisfaction;
- f) ensure that the aforesaid post-dated cheque/s are drawn as per the procedure prescribed by law and shall ensure that they suffer from no material defects that may cause any impediment to you at the time of presenting the same for payment;
- g) At all times keep you informed of any change of my/our address.

I/We agree that any breach or default in complying with all or any of the aforesaid undertaking(s)/confirmation(s) will constitute an event of default under the Facilities and/or the Agreement/Application Form.

I/We are aware that it is on the faith of my/our aforesaid undertakings that you have agreed to provide the Facilities to me/us.

Yours faithfully,