

Personal/Business Loan

LOAN AGREEMENT

This LOAN AGREEMENT ("Agreement") is made at _____ this the ____ day of _____, 20_____

By and Between

The Borrower(s), details whereof is/are more particularly described in the Loan Summary Schedule appended to this Agreement and, wherever the context so requires, includes a Co-Borrower(s) named therein and hereinafter collectively (if there is more than one Borrower(s) referred to as the "Borrower(s)" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, where the Borrower(s) is/are an individual, his / her heirs, executors and administrators; where the Borrower(s) is/are a sole propriety firm, the person whose name appears as sole proprietor and shall include his heirs, executors, administrators and legal representatives and permitted assigns; where the Borrower(s) is/are a partnership firm, the partners or the partners for the time being of the said partnership firm, the survivor of them and the heirs, executors and administrators of the partners; where the Borrower(s) is/are the Karta of a Hindu Undivided Family, the members for the time being of the said Hindu Undivided Family and their respective heirs, executors and administrators and assigns; where the Borrower(s) is/are a company, its successors and assigns; where the Borrower(s) is/are an unincorporated body, all the members of such body and their respective successors; where the Borrower(s) is/are a Society, the governing body and the respective successors of the members of the Governing body and any new members elected, appointed or co-opted, where the Borrower(s) is/are a Trust, the Trustees and the successors of the Trust and where the Borrower(s) is/are a Limited Liability Partnership, the partners or the partners for the time being of the said limited liability partnership and the heirs, executors and administrators of the partners and the successors and assigns of the firm) of the ONE PART,

AND

Fullerton India Credit Company Limited, a company registered under the Companies Act, 1956 having its registered office at Megh Towers, 3rd Floor, Old No. 307, New No. 165, Poonamallee High Road, Maduravoyal, Chennai-600095, Tamil Nadu, and inter alia a Branch Office at the address stated in the Loan Summary Schedule appended hereto (and hereinafter referred to as "FICCL" which expression, unless repugnant to the context, shall be deemed to include its successors and assigns) of the OTHER PART.

Reference to any gender shall include all genders and reference to the single number shall include reference to Plural numbers and vice versa in the context thereto. The term "Agreement" shall mean and include this Loan Agreement, the Loan Summary Schedules, Charges Sheet attached hereto and any supplemental schedules, repayment schedules, annexure attached now or hereafter as forming part of this Agreement and any annexure, exhibits or other addenda attached now or hereafter to this Agreement from time to time.

WHEREAS the Borrower(s) has requested to FICCL for a loan for profession/personal /business requirements and upon the request of the Borrower(s) FICCL has agreed to grant the Loan (as defined hereinafter) upon the mutually agreed terms and conditions herein appearing.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS UNDER:-

1. LOAN, DISBURSEMENT, INTEREST AND REPAYMENTS

1.1 Subject to the terms and condition contained herein, the Borrower(s) agrees to borrow from FICCL and FICCL agrees to lend to the Borrower(s) the sum specified in the Loan Summary Schedule (which sum is hereinafter referred to as the "Loan") hereto. The Loan may be disbursed in full or in installment or in such other manner as may be decided by FICCL. The Loan may be disbursed to such other person/s as may be designated by the Borrower(s); Provided however that disbursement if any made by FICCL to the aforesaid designated person/s shall not affect the obligations of the Borrower(s) in relation to the Loan and such disbursement of the Loan to the designated person(s) shall be deemed to be the Loan granted to and availed by the Borrower(s).

1.2 The Borrower(s) shall pay interest on the Loan amount at the rate specified in the Loan Summary Schedule. The interest on the Loan shall be calculated on a daily basis with monthly rests on the outstanding principal amount. The interest on the Loan shall begin to accrue from the date of agreement, irrespective of the time taken for issuance, transit, collection, realization of the cheque and/or any other reason by the Borrower(s) or his bank.

Borrower (s)

Co-Borrower

For FICCL
Authorised Signatory

- 1.3 The Borrower(s) shall repay/pay the Loan along with interest in monthly installments on the due dates and in the manner specified in the Loan Summary Schedule.
- 1.4 The Borrower(s) shall bear and pay to FICCL fees and charges as specified in the Loan Summary Schedule, Charges Sheet and the website of FICCL (<http://www.fullertonindia.com/about-us/loan-charges.aspx>), and which would include but not limited to documentation and processing charges (non-refundable), Pre-EMI Interest (if applicable), and other charges such as cheque bounce charges, cheque/ECS swap charges, additional interest, prepayment/foreclosure charges and any fee or charges as applicable as per the internal policies of FICCL from time to time, statutory charges or otherwise, payable in respect of the Loan. FICCL shall be entitled to revise the above fee/charges without any notice to the Borrower(s). In addition to the above charges the Borrower(s) shall also bear, pay and reimburse to FICCL, all charges relating to interest tax, service tax, duties (including stamp duty), and taxes (of any description as may be levied from time to time by the government or other authority) and all other cost and expenses whatsoever in connection with (a) application for and the grant and repayment of Loan;(b) recovery and realization of the Loan together with interest;(c) enforcement proceedings, if any.
- 1.5 In the event the Borrower remits/pays any amounts in excess of the amounts due to FICCL under the Loan, FICCL reserves the right to charge processing fee as may be decided by FICCL from time to time for refund of such excess amounts.
- 1.6 The Pre-EMI Interest, advance installment, insurance premium, documentation charges, transaction/processing charges and/or any other charges under or in connection with the Loan will be deducted from the Loan and only the net amount of the Loan after the deduction of such fees and/or charges shall be disbursed to the Borrower(s).
- 1.7 The Loan shall be repayable forthwith on demand, and accordingly, notwithstanding a repayment schedule for the Loan, FICCL shall have the right to be paid forthwith on demand the entire amount outstanding under the Loan along with all other dues, including interest in respect of the Loan.
- 1.8 The Borrower(s) agrees to issue post dated cheques (PDC)/ECS for the repayment of the loan. The Borrower(s) acknowledges that ECS mode of repayment is over and above the PDC's issued in favour of FICCL.
- 1.9 The Borrower(s) confirms that it shall not use the Loan (or any part thereof) for any purpose other than the purpose specified in the application form, or for any speculative, improper or illegal or unlawful purposes/activities.
- 1.10 It is hereby agreed that in the event of two or more Borrower(s) the liability of the Borrower(s) to repay the Loan and to fulfill the obligations under this Agreement shall be joint and several and co-extensive.
- 1.11 All payment to be made by the Borrower(s) to FICCL under or pursuant to this Agreement shall be made free and clear of and without any deduction for or on account of any tax deduction, so that FICCL receives and retains (without any liability for such deduction) a sum equal to the sum which it would have received had such deduction not been made or required to be made. Service tax and all other applicable taxes or other statutory levies, if any, will be charged to and payable by the Borrower(s).
- 1.12 In the event of the Borrower(s) committing a default in the payment of the EMI amounts due hereunder, the Borrower(s) shall pay additional interest on the principal amounts outstanding under the Loan on the date of such default, at the rate specified in the Loan Summary Schedule hereto, with monthly rests or at such periods of rest as FICCL may notify in writing from time to time, from the date of default till the date of payment of all overdue amounts. The payment of additional interest shall not absolve the Borrower(s) of the obligations under this Agreement. Notwithstanding anything contained herein above, FICCL expressly reserves all the other rights that may accrue to it on any default by the Borrower(s). The Additional Interest shall be in addition to any other charges, which Borrower(s) is/are liable to pay to FICCL in terms of the Loan.
- 1.13 The Borrower may prepay the entire Loan together with interest outstanding thereon at any time by giving FICCL 21 days prior notice in writing to FICCL. In the event the Borrower(s) exercises its right to prepay, FICCL shall be entitled to charge prepayment fee/charges at the rate specified in the Loan Summary Schedule. No part prepayment of the Loan shall be allowed.
- 1.14 The Borrower(s) shall also be entitled to pay the installments in advance; however FICCL shall not be liable to pay any interest on the installment paid in advance.
- 1.15 The Borrower(s) hereby acknowledges and confirms that he/she/it is aware and accepts that all fees, charges etc. paid by the Borrower(s) to the Lender at the time of application and/or documentation pertaining to the Loan are towards the one-time costs and/or expenses incurred or to be incurred by the Lender including but not limited to sourcing, verification and legal expenses in connection with the Loan.
- 1.16 Any charges payable under this clause no. 1 or any other clause in this Agreement may be waived by FICCL at its sole discretion and the decision of FICCL will be final and without any recourse by the borrower.
2. **EVENT OF DEFAULT AND CONSEQUENCES OF DEFAULT**
- 2.1 An event of default shall be deemed to have occurred if: (a) the Borrower(s) commits a breach of any of the terms and conditions contained in this Agreement; or (b) the Borrower(s) fails to pay/repay any installments or any other payment on or before the due dates; or (c) the Borrower(s) commits any default under any other agreement with FICCL or other bank and financial institution; or(d) it is found that Borrower(s) has made any misrepresentation to FICCL; or (e) the Borrower(s) commits an act of insolvency or if the Borrower is declared insolvent or bankrupt or if a liquidator, receiver or an officer is appointed in respect of any property or estate of the Borrower(s) or if the Borrower(s) makes any application for declaring himself to insolvent or if an

application for declaring the Borrower(s) to be insolvent is made or any order is passed by the competent court or authority for taking the Borrower(s) into insolvency; or (f) the Borrower(s) or any partner or director of the Borrower(s) ceases to carry on the declared profession/business; or (g) there is any change in the status or constitution of the Borrower(s) and such change is considered by FICCL to be a material change; or (h) there exist any circumstances which in the opinion of FICCL prejudicially affect or may affect the FICCL's interest or the Borrower's ability to repay the Loan.

2.2 Upon occurrence of any of the events of default and at any time thereafter, FICCL shall be entitled to declare the outstanding Loan amount as immediately due and payable and whereupon the Borrower(s) shall pay all the amount due and payable under the Loan and/or the Agreement in accordance with the terms of the notice without any further notice or other legal formalities of any kind. Upon the Borrower(s) failing to make the said payments within the stipulated time, FICCL may, at its sole discretion exercise any right or remedy which may be available to it under the applicable laws.

3. OTHER TERMS AND CONDITION

3.1 FICCL shall have a lien over all the assets of the Borrower(s) in FICCL control and a right to set off against any monies due from FICCL to the Borrower(s) and to combine all accounts of the Borrower(s) for recovery of FICCL dues.

3.2 FICCL shall be entitled at all times and without any notice to the Borrower(s) to set off and apply other money or monies in the hands of FICCL standing to the credit of or belonging to the Borrower(s) in or on wards payments of any amount at any time being payable to FICCL or towards the outstanding in the said Loan or as otherwise aforesaid and to recover at any time from the Borrower(s) by suit or otherwise the balance remaining payable to FICCL under the said Loan account(s) or otherwise notwithstanding that all or any of the securities may be outstanding and or may not have been realized.

3.3 The Borrower(s) shall not directly or indirectly assign or transfer all or any of its rights, benefits or obligations under the Agreement and/or the Loan. FICCL may, at any time, without any consent of or reference to the Borrower(s) be entitled to sell, assign, securitize, novate or transfer all or any of its rights, benefits and obligations under this Agreement to any person in whole or in parts and in such manner and on such terms and conditions as FICCL may decide. Any such sale, assignment or transfer shall conclusively bind the Borrower(s).

3.4 The Borrower(s) expressly recognizes and accepts that FICCL shall have full power and authority to appoint one or more third parties of FICCL's choice to verify any fact or information furnished by the Borrower(s) and/or to transfer or delegate to such third parties the right and authority to take all acts/steps as are necessary for FICCL to take in order to recover /receive amounts due to FICCL or collect on behalf of FICCL all unpaid amounts under the Loan, attend the office or residence of the Borrower(s), receive the amounts due, and generally perform all lawful acts as the third party may consider appropriate for such purposes.

3.5 As a pre-condition to the Loan given/granted / to be granted /given to the Borrower(s), the Borrower(s) consents, agrees and authorizes FICCL to exchange, share, disclose or part with all the information and details relating to the Borrower(s), information and data of any credit facility availed by of by the Borrower(s) and /or information and data relating to any default, if any committed by the Borrower(s) in discharge of Borrowers(s) obligations and/or repayment history of the loan to any business entity with whom the FICCL has or may have any business tie-up in future, banks, financial institutions, Credit Information Bureau (India) Limited and / or any other credit bureaus, agencies, statutory bodies etc. as may be required or as FICCL may deem fit. The Borrower(s) acknowledges that the Credit Bureaus and any other agency so authorized may use and process the said information and data disclosed by the FICCL in the manner as deemed fit by it/them. Further, the Borrower(s) also confirms and permits Credit Bureaus to furnish for consideration the processed information and data or product thereof prepared by banks / financial institutions and / or any other credit grantors or registered users as may be specified by Reserve Bank of India in that behalf.

3.6 The Borrower(s) hereby consent to FICCL, its officers and agents, disclosing information relating to the Borrower(s) and Borrower(s) loan accounts and or dealing relationship(s) with FICCL including but not limited to details of any facilities, any security taken, transactions undertaken and balances positions with FICCL to:

- (I) Professional advisors and service providers of FICCL;
- (ii) any actual or potential assignee, novatee, transferee, participant or sub participant in relation to any of FICCL's right or obligation under any agreement;
- (iii) any rating agency, insurer or direct or indirect provider of credit protection or financial support for purposes in connection with services provided to or be provided by FICCL.

4. ARBITRATION

- 4.1 All disputes, differences and/or claims arising out of or in relation to this Agreement shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and the same shall be referred to the arbitration by a sole arbitrator to be nominated / appointed by FICCL. In the event of death, refusal, neglect, inability or incapability of the persons so appointed to act as an arbitrator, FICCL may appoint another person to act as an arbitrator. The award including the interim award/s of the arbitrator shall be final and binding on all the parties concerned. The arbitrator may lay down from time to time the procedure to be followed by him in conducting arbitration proceedings and shall conduct arbitration proceedings in such manner as he considers appropriate. The arbitration proceedings shall be held at the place mentioned in the Loan Summary Schedule. Subject to the arbitration clause contained herein, the competent courts at the place mentioned in the Loan Summary Schedule shall have exclusive jurisdiction over any matter or legal proceedings arising out of or in relation to this Agreement. 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.
5. MISCELLANEOUS
- 5.1 If any term or provision of this Agreement is declared invalid by a Court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and be in full force and effect.
- 5.2 The Borrower(s) declare that all the particulars and details given/filled in the application form and documents submitted along with application are true, correct, complete and up to date in all respect and no material detail has been concealed which would have an affect on the decision of grant of the Loan.
- 5.3 The officers of the Borrower(s) executing this Agreement and the documents to be executed in pursuance hereof are duly and properly in office and fully authorised to execute the same.
- 5.4 That the Borrower(s) have full power, capacity and authority to execute, deliver and perform this Agreement and have taken all necessary action (corporate, statutory or otherwise) for the authorization, execution, delivery and performance of this Agreement.
- 5.5 No delay or omission to exercise any right, power or remedy accruing to FICCL upon any breach or default of the Borrower under this Agreement shall impair any such right, power or remedy of FICCL nor shall it be construed to be a waiver of any such breach or default or an acquiescence therein nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default. The rights and remedies provided to FICCL in the Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 5.6 Destruction of Unbanked Cheques: Any unbanked / unused cheques of the Borrower(s) as issued in favour of FICCL with regard to the loan and presently in custody of FICCL will be cancelled and/or destroyed immediately after closure of the loan either by way of maturity or prepayment of loan and/or otherwise without any further notice.
- 5.7 Any notice/letter required to be served by FICCL upon the Borrower(s) in pursuance of this Agreement shall be served in writing upon the addresses mentioned in the Loan Summary Schedule. Any written notice to be sent to FICCL by the Borrower(s) shall be sent by registered/prepaid post to the branch address mentioned in the Loan Summary Schedule. The Borrower(s) shall notify FICCL in writing of any change in his address within a week of the change.
- 5.8 The Loan Summary Schedule appended with this Agreement shall form an integral part of this Agreement, as though the provisions thereof are set out herein.
- 5.9 The Borrower(s) acknowledges that all details in the Agreement terms has been filled in Borrower(s) presence and has read and understood all the terms and conditions of the Loan. The Borrower(s) also acknowledge that the aforesaid terms and condition of the Agreement and other documents has been explained to the Borrower(s) in the language understood by the Borrower(s) and the Borrower(s) has understood the entire meaning of the terms and conditions and have affixed his/her signature after verifying and understanding the contents of this Agreement.
- 5.10 Overriding Effect: This Agreement and any other documents attached hereto or referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect of the subject matter hereof, except for those provisions of the Sanction Letter issued prior to this Agreement which are in addition to and complement, and are not the same or in conflict with, the terms of this Agreement. In the event of any conflict between the terms, conditions and provisions of this Agreement and any agreement or documents attached hereto or referred to herein and the Sanction Letter, then in such event, the terms, conditions and provisions of this Agreement shall prevail.
- 5.11 The Borrower(s) agrees that this Agreement shall be concluded and become legally binding on the date and place when the authorized officer of FICCL signs this Agreement.

IN WITNESS WHEREOF the parties hereto have executed/caused to be executed these presents the day, month and year first hereinabove written.

| | |
|--------------------------------------------------------------------------------------------------------------------|----------------------|
| For Borrower(s) | |
| Name of the Borrower: Name of Authorised Signatory (for Proprietorship, Partnership & Companies) | (Signature) |
| Name of the Co-Borrower: Name of Authorised Signatory (for Proprietorship, Partnership & Companies) | (Signature) |
| For Fullerton India Credit Company Limited Name of the Authorised Signatory: | (Signature) |

**LOAN SUMMARY SCHEDULE
TO THE
LOAN AGREEMENT**

This Loan Summary Schedule, forms an integral part of Loan Agreement Dated _____ executed between the Borrower(s) named herein and Fullerton India Credit Company Ltd. ("Loan Agreement") and shall be read in conjunction with the Loan Agreement.

| S.No. | Particulars | Details |
|-------|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Application Reference No./ Loan Account No. | |
| 2 | FICCL Branch Office Address | |
| 3 | Name & Address of the Borrower(s) & Co Borrower(s) | Name : _____ Address : _____ Name : _____ Address : _____ |
| 4 | Amount of Loan | INR _____/- (Rupees _____ Onl y) |
| 5 | Rate of Interest | _____ % per annum on reducing balance basis (fixed rate) |
| 6 | Term of the Loan | _____ months |
| 7 | Additional Interest (applicable for payment defaults) | An amount not exceeding 0.75% (zero point seven five percent) per month on the outstanding Principal Loan amounts. |
| 8 | Documentation Fee/Charges | An amount not exceeding INR _____/- which shall include Pre EMI Interest/stamp fee. |
| 9 | Taxes & Levies | All the charges indicated above or elsewhere in the Loan Agreement shall be exclusive of all taxes and statutory levies as may be applicable on same including without limitation service tax and cesses thereon. |

REPAYMENT SCHEDULE

| Number of Equated Monthly Installment (EMI) payable | Date of commencement of first EMI | Last EMI due Date |
|-----------------------------------------------------|-----------------------------------|-------------------|
| Installment Nos. | Due Date of each of the EMI | EMI Amount |
| First to _____ Installment | | INR _____/- |
| _____ to _____ Installment | | INR _____/- |
| Place of Arbitration and | | |

| | | |
|----------------------------------------------------------------------------|-------------|--|
| Jurisdiction | | |
| For Borrower(s) | | |
| Name of the Borrower: | | |
| Name of Authorised Signatory (for Proprietorship, Partnership & Companies) | (Signature) | |
| Name of the Co-Borrower: | | |
| Name of Authorised Signatory (for Proprietorship, Partnership & Companies) | (Signature) | |
| For Fullerton India Credit Company Limited | | |
| Name of Signatory: | | |

CHARGES SHEET

| | |
|------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Collection of Cheque/Cash (per collection) | An amount not exceeding INR 300/- |
| Swap Charges- for substitution of Post-dated cheques with ECS (per instance) | An amount not exceeding INR 500/- |
| Swap Charges for substitution of bank for ECS (per instance) | An amount not exceeding INR 500/- |
| Loan Cancellation charges (loan cancelled before first EMI) | An amount not exceeding INR 1000/- |
| Cheque /ECS dishonor Charges (per dishonor of cheque/ECS per presentation) | An amount not exceeding INR 30/- |
| Prepayment Charges | (a) No part prepayment of the Loan shall be allowed. (b) In case of prepayment of entire Loan with interest amounts outstanding: • 0 to 17 Months from Agreement date : 7% of the Principal loan amount outstanding on the date of prepayment; • 18 to 23 Months from Agreement date : 5% of the Principal loan amount outstanding on the date of prepayment; • 24 to 35 Months from Agreement date : 3% of the Principal loan amount outstanding on the date of prepayment; or such other amount as may be specified by FICCL from time to time. (c) No prepayment charges shall be applicable in case of prepayment is after 36 Months from Agreement date |
| Processing Fee for Refund | An amount not exceeding INR 250/- |

Name of the Customer:

.....

.....
(Signature)

To be signed by Borrower & Co-Borrower

DEMAND PROMISSORY NOTE

Date: _____

Place: _____

ON DEMAND I / We

..... jointly and severally and unconditionally promise to pay to Fullerton India Credit Company Limited ("FICCL"), having its registered office at Megh Towers, 3rd Floor, Old No. 307, New No. 165, Poonamallee High Road, Maduravoyal, Chennai-600095, Tamil Nadu, or order the sum of INR/- (Rupees.....only) together with interest thereon at the rate of % per annum computed with monthly rest for the value received. Presentment for payment, noting and protest of the note are here by unconditionally and irrevocably waived. Where there is more than one Signatory hereto the liability of each signatory is joint and several.

| | |
|-------------------------------|--------------------------------------------------|
| Name of the Borrower _____ | Affix INR 1/- Revenue Stamp here (x) Borrower |
| Name of the Co-Borrower _____ | Affix INR 1/- Revenue Stamp here (x) Co-Borrower |
| Name of the Co-Borrower _____ | Affix INR 1/- Revenue Stamp here (x) Co-Borrower |
| Name of the Co-Borrower _____ | Affix INR 1/- Revenue Stamp here (x) Co-Borrower |

(Note-(x) The signature should run across the breadth of the revenue stamp)

APPLICATION FORM FOR LOAN DISBURSEMENT BY NATIONAL ELECTRONIC FUND TRANSFER

Date: []
 To
 Fullerton India Credit Company Limited

Sub: Loan disbursement by Electronic Fund Transfer through National Electronic Fund Transfer scheme

Ref: Loan Application ref No. :[]
 Loan Account Number :[]

Dear Sir,

With reference to my / our loan application, I / We hereby unconditionally instruct Fullerton India Credit Co. Ltd (“Fullerton India”) to directly remit the sanctioned loan amount of INR _____/- (Rupees _____ only) (after deduction of documentation charges & processing charges) as per following details:-

Details of the Beneficiary

| | |
|-------------------------------------|-----------------------------|
| Beneficiary's Bank name | |
| Beneficiary's Bank a/c name | |
| Beneficiary's Bank a/c # | |
| Beneficiary's Bank Account Type | Savings Current cash Credit |
| Beneficiary's Bank payable Location | |
| Beneficiary's Bank Branch IFSC code | |
| MICR Code | |
| Amount to be remitted | |

I / We hereby declare that:

- the particulars given above are true, correct and complete to the best of my/our knowledge. I / we shall be responsible for the accuracy of the particulars given in the payment instruction.
- I / We shall be bound by any payment instruction executed by Fullerton India, if Fullerton India had executed the payment instruction in good faith and in compliance of instructions for electronic fund transfer.
- the disbursement of the Loan in favour of the above said Beneficiary shall be deemed to be the Loan granted to and availed by me/us. The disbursement of the Loan amount in favour of the above Beneficiary payee shall not affect my/ our obligation in relation to the Loan facility.
- Fullerton India shall not be liable for any loss or damage arising out of or resulting from incomplete information, delay in transmission, delivery or non delivery of electronic message or any mistake, omission or error in transmission or delivery thereof or any act or event beyond it's control. Notwithstanding above, in the event of any delay in the completion of the funds transfer or any loss on account of error in the execution of the funds transfer pursuant to a payment instruction due to any negligence on the part of Fullerton India, Fullerton India's liability shall be limited to the extent of payment of interest at the bank rate for the period of delay in the case of delayed payment.
- Fullerton India shall not be liable for non credit or crediting remittance amount to wrong beneficiary on account of incorrect information furnished by me/ us in this application form.
- Beneficiary bank may levy charges on inward remittance and deduct the same from the remitted amount.

I understand that all National Electronic Fund Transfer (NEFT) instructions are irrevocable and there is no facility for giving stop payment instruction in respect of remittances through NEFT.

Thanking you.

Yours faithfully

NAME OF THE BORROWER(S) & CO BORROWERS

Name:

.....
 (Signature)

MOST IMPORTANT TERMS & CONDITIONS

Please read carefully before signing

ACKNOWLEDGEMENT FORM

Date: [_____]

I/We refer to Application Reference No. _____ and the Loan Agreement dated _____ executed by me / us in favor of Fullerton India Credit Company Limited (“FICCL”). I/We have been provided the following information and agree with the same and have accordingly filled up the aforesaid Agreement:

| | |
|---------------------------------------------------------------|-----|
| Loan Amount | INR |
| Interest Rate on Reducing Balance (% pa) | |
| Corresponding Flat Rate of Interest (% pa)* | |
| Loan Tenure in Months | |
| Monthly Installment Amount (EMI) | INR |
| Total Fees (Inclusive of loan document fees, Pre EMI if any) | INR |
| Insurance Premium Charges | INR |
| IHO Charges | INR |

*I/We am/are aware that the Flat rate of interest mentioned above is for illustrative purpose only, and that interest will be charged on the loan on reducing balance basis compounded with monthly rest.

Flat rate is calculated as per follows:

Rate of Interest % = $(EMI \times \text{Tenor in Months}) / \text{Principal} \times 100$

Principal \times Tenor in years

I/We acknowledge that:

- The above are the most important terms of the aforesaid Loan, and all other terms and conditions of the Loan shall be as specified in the Loan Agreement.
- I/We are aware of the fact that it is not mandatory for FICCL to inform either in advance or subsequently of the levy of any charges and/ or change in the levy or introduction of such levy.
- FICCL is entitled to add, to delete, recall the facility in event of default without any notice or modify any of the aforesaid terms and conditions and the same shall be binding on me/us.
- In the event of any change of address for communication, any change in my/our job, profession, the same shall be intimated by me/us to FICCL, one month in advance.

Name of the Borrower(s) :

Signature(s) :

- PLEASE DO NOT SIGN THE ABOVE DOCUMENT, IF BLANK.
- PLEASE DO NOT PAY CASH TO ANY ONE FOR THE PROCESSING OF YOUR LOAN. IN CASE YOU ARE ASKED, PLEASE DENY AND CONTACT YOUR NEAREST FICCL BRANCH.