

RELIANCE

Commercial Finance



ISO 27001 : 2005
BS 25999 : 2007

AGRICULTURE COMMON TERM LOAN AGREEMENT

- Drip Irrigation**
- Green House / Poly House**
- Farm Equipment**

SAMPLE

LOAN AGREEMENT

This Loan Agreement (“**Agreement**”) made on the day and at the place as mentioned in the Schedule hereof, by and between:

RELIANCE CAPITAL LIMITED, a non banking finance company incorporated under the Companies Act, 1956 and having its registered office at 1st Floor, H Block, Dhirubhai Ambani Knowledge City, Koparkhairane, Navi Mumbai 400 710, and one of the offices at _____

_____ (hereinafter referred to as the “Lender” or “**RCL**” (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 the Schedule, hereinafter called the “Borrower(s)” (which expression shall unless the context otherwise requires include his heirs, executors, administrators, successors and permitted assigns) of the **Other Part**.

The Borrower and the Lender shall be hereinafter collectively referred to as “**Parties**” and individually as “**Party**”, as the context may require.

WHEREAS:

- (i) The Borrower is in need of financial assistance for the purpose as set out in the Schedule (“**Purpose**”) and for this Purpose the Borrower has approached the Lender.
- (ii) Relying on the statements made by the Borrower, RCL has agreed to sanction to the Borrower certain credit facility/ies, brief particulars whereof are given in the Schedule A hereto and which credit facility/ies are hereinafter collectively referred to as “**the said Credit Facility/ies**”.
- (iii) At the request of the Borrower and based on the representations, warranties, undertakings and declarations stated hereunder, the Lender has agreed to grant to the Borrower the financial facility as set in the Schedule to this Agreement on the terms and conditions set out herein forth.

NOW THIS AGREEMENT WITNESSES THAT THE BORROWER HEREBY AGREES WITH, AND UNDERTAKES TO RCL AS FOLLOWS:

1. Grant of Loan:

Based on the representations provided by the Borrower and the Co-Borrower in the Loan Application form submitted by the Borrower to RCL for applying for and availing the financial facility, (together with the loan application form and all other information, particulars, clarifications and declarations, if any, furnished by the Borrower or any other person from time to time in connection with the financial facility) and in accordance with the guidelines laid down under the relevant government schemes, “**RCL [Lender]**” agrees to lend and advance to the Borrower and the Borrower hereby agrees to avail from RCL the “Loan” on the terms and conditions contained in this Agreement and the ancillary documents if any. The Loan provided to the Borrower shall be used by the Borrower solely for the Purpose mentioned in the Schedule. The loan(s) amount availed by the Borrower and any further amounts received by the Borrower from RCL under this Agreement shall hereinafter collectively be referred to as “**Loan**”.

2. Disbursement:

The Borrower hereby instructs RCL to disburse the Loan directly to the Dealer/Manufacturer/Vendor and such disbursement shall be deemed to be disbursement to the Borrower and binding on the Borrower. Without prejudice to any and all of RCL's rights and remedies under this Agreement, RCL shall be absolved from any liability/responsibility with respect to such disbursement to the Dealer/Manufacturer/ Vendor, for whatever reasons thereof. The terms and conditions of Sanction Letter issued and accepted by Borrowers shall continue to be binding upon the Borrower/s and shall not be deemed to have been waived at any time until the complete repayment of the Loan.

3. Interest:

The Principal shall carry interest at the rate mentioned in the Schedule as “Rate of Interest” per annum payable by the Borrower in the manner indicated in the proposed repayment frequency on the outstanding balance, in consonance with the policy of RCL. 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. (“**Interest**”)

4. Other Charges:

- a. The Borrower agrees to pay the Processing fee on the total amount borrowed, being a onetime payment for loan processing, payable prior to disbursement (“**Processing Fee**”). The Borrower agrees and acknowledges that the Processing Fee is non-refundable;
- b. The Borrower agrees to pay the insurance charges as set out in Clause 15 of this Agreement.

5. Repayment:

- a. The Borrower shall provide [duly filled] post dated cheques in accordance with the repayment schedule set out in the Schedule and shall ensure that he honours all payments without fail on the presentation of the cheque by the Lender. The principal amount of the Loan, Interest (including penal interest, costs and charges, if any) and any other amounts due, outstanding and payable by the Borrower shall be repayable by the Borrower in the instalments as mentioned in the Schedule till the expiry of such tenure for which the Loan was provided.
- b. The Interest (excluding penal interest, costs and charges, if any) for the tenure of the Loan shall be payable in advance/deducted at the time of Loan disbursement. It is however clarified that in the event the Borrower repays the Loan prior to completion of the Tenure of the Loan, then the Lender shall refund pro-rata Interest subject to deduction of penal interest, costs and charges if any. (This is applicable in case of Drip Irrigation Funding)
- c. The Borrower shall repay the instalments regardless of whether anything purchased including but not limited to Micro Irrigation Systems/Farm Equipment/Equipment/Poly house/Green house Materials purchased (as stated in the Schedule) with the Loan facility is defective, is under repair or not working or not delivered. All repayments shall be first applied to costs, charges, Interest and the balance finally towards the principal amount of the Loan. Any extension of the repayment period shall be at the sole discretion of RCL.

6. Penalty :

In the event the Borrower defaults on the repayment of the loan, RCL may at its discretion levy MAXIMUM penal interest on the outstanding amount as per the policy of the RCL per month, with the penalty being calculated for every day after the due date.

7. Hypothecation/Security:

- a. In consideration of the Lender having granted or agreed to grant to the Borrower the Loan facility, subject to the terms and conditions mentioned herein, the Borrower hereby hypothecates/agrees to hypothecate and charges in favour of the Lender, by way of an exclusive first charge :
 - (i) Micro Irrigation Systems/Farm Equipment/Equipment/Poly house/Green house Materials together with all accessories, additions to/in the said asset whether present or future and improvements, renewals and replacements made or to be made on the Micro Irrigation Systems/Farm Equipment/Equipment/Poly house/Green house Materials and;
 - (ii) Any aid/subsidies received from the Department of Agriculture and Cooperation, Ministry of Agriculture, Government of India, by the Borrower towards purchase of the Micro Irrigation Systems

(which has been described in details in Schedule) (collectively referred to as “Security”), against which the Loan facility is being taken. The Borrower also agrees and undertakes to execute such further documents and make such other deeds as may be required by the Lender to perfect the charge of the Lender on the Security.

- b. The hypothecation shall be deemed to take place immediately on sanctioning of the Loan. The Borrower hereby warrants that he shall not do/omit to do any such acts that may prejudice the rights of the Lender to the Security furnished herein.
- c. The charge created by the Borrower hereof shall stand as security for the due repayment and payment by the Borrower of the Loan granted or to be granted by the Lender to the Borrower and of all fees and interest, costs and expenses incurred or to be incurred by the Lender hereunder and all other monies payable or which may become payable by the Borrower to the Lender pursuant to the terms hereof.
- d. The Borrower shall not enter into any agreement/arrangement to sell, encumber, assign, transfer or otherwise part with the Security and/or portion his/her assets aggrieving and/or threatening to have any adverse implications on the repayment of the Loan (directly or indirectly), with any person, body or authority without prior consent of RCL. Any such act by the Borrower shall constitute criminal breach of trust and RCL shall be entitled to, without prejudice to its other rights, initiate criminal proceedings against the Borrower
- e. Security created in favour of the Borrower shall not be revoked or cancelled or affected by the death, internal family dispute, reconstitution, dissolution, insolvency, winding up, merger or amalgamation, reconstruction, takeover of the management, scheme of arrangement/compromise with its creditors or shareholders, nationalisation of the undertaking or otherwise, of the Borrower or any third party security provider thereof.

8. Further guarantee/ Additional security:

At the request of RCL, the Borrower shall provide and furnish to RCL such security or guarantee or repay such amount of the Loan as may be required by RCL either due to change in interest rates, company policy, statutory requirements or any other reason thereof that may duly be communicated to the Borrower. Such Further Guarantee/Additional security, including the Security shall be over and above the requirements as stated in respective Loan documentation.

9. Borrower's contribution towards cost of the Micro Irrigation Systems/Farm Equipment/Equipment/Poly house/Green house Materials:

Prior to disbursement of the loan by the Lender, the Borrower shall furnish to the Lender the documents showing the payment made by him to the Dealers/Manufacturers/Vendors by way of his own contribution towards the cost of the Micro Irrigation Systems/Farm Equipment/Equipment/Poly house/Green house Materials in satisfactory form, and only upon such confirmation of payment to the Manufacturer/Dealer/Vendors, the Loan shall be disbursed.

10. Representations:

The Borrower and Co-Borrowers jointly and severally, represents warrants and acknowledges to RCL that:

- a. Each are individually eligible to contract and avail Loan and all facilities from RCL, and shall duly intimate RCL, in case of any change or inability in the contracting status;
- b. That the Borrower has valid, subsisting and unfettered ownership/leasehold right and interest in the immovable properties, if any, stated in Schedule;
- c. The Borrower and Co-Borrower shall at all times comply with all the Terms and Conditions to the complete satisfaction of RCL;
- d. The Borrower and Co-Borrower shall at all times comply with all guidelines prescribed by the relevant ministries and government departments administering schemes for Micro Irrigation Systems/Farm Equipment/Equipment/Poly house/Green house Materials. The Borrower shall not obtain any financial assistance from any other person/institutions, with respect to Micro Irrigation Systems/Farm Equipment/Equipment/Poly house/Green house Materials and immovable properties against which any liability with RCL is outstanding.
- e. None of the loans/ financial facilities shall be utilised for any illegal, unlawful or immoral purposes or activities at anytime.
- f. The Schedule mentioned Asset(s) are free from encumbrances and the Borrower (and/or the third party security provider) has not created any encumbrance nor transferred or disposed of the Schedule mentioned Asset(s), to any person in any manner whatsoever.
- g. The Borrower shall promptly notify, in writing to RCL of the occurrence of any event or the existence of any circumstances, which constitutes or results in any declarations, representation, warranty, confirmation or acknowledgement under the Agreement being or becoming untrue or incorrect in any respect.
- h. If the cheque and/or standing instructions in respect of any payment/repayment including but not limited to instalments as set out in the repayment schedule, is dishonoured, the Borrower shall be liable for delayed payment charges as per this Agreement.

11. Right to sharing/providing Information:

The Borrower and Co-Borrowers hereby expressly authorize RCL and its agents to exchange, share or part with all the information, data or documents relating to the Borrower's and Co-Borrowers loan information including credit history, defaults, if any, committed by them, to affiliated organisations of RCL/ Banks/ Financial Institutions/ Credit Bureaus / Agencies/ Statutory Bodies/Tax authorities/Central Information Bureaus/Research Partners and such other persons as RCL may deem necessary or appropriate, when necessary. The Borrower and the Co-Borrowers shall not hold RCL liable for use of this information. RCL shall be entitled to exercise this right of disclosure without being required to issue any further notice in this respect to the Borrower / Co-Borrowers. The Borrower / Co-Borrowers specifically waive the privilege of privacy, privity and defamation.

12. Information on other Agreements: :

Borrower hereby waives any and all objections to RCL and/or any of its group entities entering into independent commercial arrangements with the Dealer, Manufacturer, Vendors or any other person. The Borrower acknowledges that such arrangements/agreements shall have no bearing on this Agreement including but not limited to his/her responsibilities, liabilities under these terms and conditions.

13. Recall of Loan amount:

RCL shall have the right to recall any of the Loan amounts/ facilities at any time at its discretion, without assigning any reasons for such recall. Upon any such recall, the Loan, Interest and all other amounts stipulated by RCL shall be payable by the Borrower within 15 days from the date of such recall by RCL.

14. Alteration of the terms and conditions:

RCL shall have the absolute discretion, without assigning any reason to amend or supplement any of the terms, including but not limited to the rate of Interest, periodicity rests, etc. provided that the Borrower shall be duly intimated of such change. Intimation of the amended terms by hosting the same on the notice board located at the office of RCL or any other manner as decided by RCL shall be construed as valid and effective intimation. It is further explicitly stated that in the event RCL at its sole discretion discharges or alters any or all of the obligations of a party herein under this Agreement, such discharge by RCL shall not relieve the other parties from their obligations under this Agreement.

15. Insurance:

So long as this Loan is valid and subsisting, Borrower shall have the obligation to obtain, maintain adequate insurance on the Micro Irrigation Systems/Farm Equipment/ Equipment/ Poly house/ Green house Materials Systems with RCL as the beneficiary and provide necessary documents substantiating the same. Furthermore, in the event RCL is not duly apprised of the procurement of such insurance policies, it shall have the right but not the obligation to independently procure the same at the expense of the Borrower.

16. Right of Pre-closure:

The Borrower shall be entitled to pre-close the Loans by remitting the Loan, the Interest and any costs and charges, as per the policy of RCL, as may be outstanding at the time of such pre-closure.

17. Computation of amount outstanding:

The records maintained by RCL and a certificate in writing signed by an officer of RCL shall be conclusive proof of the amounts outstanding from the Borrower. In the event of any dispute/disagreement about the said computation, the Borrower shall not be entitled to withhold the payment outstanding or demanded by RCL. Upon request from RCL, the Borrower undertakes to issue and provide such documents (including a balance confirmation) confirming the balance outstanding, security and/or charge on the Assets, failing which the computation shared by RCL shall be final and binding.

18. Set off:

In addition to and not in limitation of all rights of set off that RCL may have under any applicable law, and whether or not RCL has made any demand or the obligations of the Borrower have matured, RCL shall have the right to set-off or appropriation against all monies of the Borrower and/or Co-Borrower standing to the credit of the Borrower and/or Co-Borrower in any account(s) of the Borrower and/or Co-

Borrower with or under the control of RCL or any of its group entities; or any such pending payments, receivables and/or invoices that the Borrower and/or Co-borrower may have with the Manufacturer/Dealer/Vendor and the Borrower and/or Co-Borrower authorise RCL to debit such account(s) of the Borrower and/or Co-Borrower. It shall be the Borrower's sole responsibility and liability to settle all disputes/objections with connected parties in respect of the set-off in the manner hereinabove mentioned.

19. Co-Borrower:

In this Agreement the "Co-Borrower" shall mean whose name and address are stated in the Schedule A. The Co - Borrower shall be jointly and severally liable with the Borrower under the said Loan and his/her/their obligations in relation to the said Loan shall be concurrent with that of the Borrower in all respects as if he/she/they himself/ herself/ themselves was/were the Borrower and accordingly, Co - Borrower shall guarantee and regularly and punctually pay to RCL all instalments as well as other dues payable under the said Loan himself/herself/themselves in the event of default by the Borrower

20. Termination:

RCL shall have the right but not the obligation to terminate this Agreement and any other Agreements that may be entered with the Borrower, invoke the guarantee and/or to accelerate the repayment and/or to recall the Loan amount and other charges or any part of the same, with immediate effect, in the event the Borrower and/or the Co-Borrowers commit an Event of Default. The Borrower and/or the Co-Borrowers shall be deemed to have committed an act of default on the happening of inter-alia, any one or more of the following events (hereinafter referred to as "Event of Default"):

- a. The Borrower and/or the Co-Borrowers commit breach or default of any of the terms and conditions and/or covenants herein or any misrepresentation to the RCL; or
- b. The Borrower and/or the Co-Borrowers fail to furnish any information or documents that may be required by RCL; or
- c. The Borrower not making payment to RCL in respect of the Loan or Interest or other monies due from time to time; or
- d. The Borrower is utilising the Loan or any part thereof for a purpose other than the Purpose for which the Loan has been sanctioned; or
- e. The Borrower, without the prior approval in writing of RCL, creating interest in the Security or any of them in favour of any third party in any manner whatsoever; or
- f. If the Security 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; or
- g. If the Borrower fails to furnish any information or documents required by the Lender; or
- h. If the cheque/standing instruction in respect of any payment including but not limited to instalments as set out in the repayment schedule, is dishonoured; or
- i. If the Borrower fails to deliver post dated cheques/fresh standing instruction in accordance with the terms of the Loan or as an when demanded by the Lender; or
- j. If any Security for the Loan becomes infructuous or is challenged by the Borrower or any other person; or
- k. If the Borrower commits an act of insolvency or makes an application for declaring himself and insolvent or an order is passed against the Borrower declaring him as an insolvent; or
- l. If the Borrower ceases or threatens to cease carrying on business or all or any part of the assets of his business are damaged or destroyed; or
- m. There exists any other circumstance, which, in the sole opinion of RCL, jeopardizes RCL's interests;

21. Authorisation/ Assignment:

The Borrower expressly recognizes and accepts that RCL shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled and have full power and authority to appoint one or more third parties as RCL may select or otherwise assign and to delegate to such third party all or any of its functions, rights and powers under this Agreement relating to administration of any Loan including the right and authority to collect and receive on behalf of RCL from the Borrower and/or Co-Borrower any payments and other amounts due by the Borrower under any and all Agreements signed in this regard and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, attending the residence or office of the Borrower or otherwise contacting the Borrower. The Borrower / Co-Borrowers expressly recognizes and accepts that RCL shall be entitled to sell, transfer, assign or securitise in any manner whatsoever (in whole or in part) all or any of its benefits, right, obligations, duties and/or liabilities under this Loan Agreement, without the prior written consent of, or intimation to the Borrower and/or Co-Borrowers in such manner and on such terms as RCL may decide. In the event of such transfer, assignment or securitisation, the Borrower / Co-Borrowers shall perform and be liable to perform their obligations under this Loan Agreement to such assignee or transferee or any person claiming on their behalf or through RCL. RCL shall be absolutely entitled and have full power and authority to sell, assign or transfer in any manner in whole or in part and in such manner and on such terms as it may decide, including reserving the right to retain the power hereunder to proceed against the Borrower / Co-Borrowers on behalf of the purchaser, assignee or transferee, any or all outstanding dues of the Borrower, to any third party of RCL's choice without reference to or without written intimation to the Borrower/ Co-Borrowers.

22. General Clauses:

- a. The Borrower and each of the Co-Borrowers jointly and individually further hereby and hereon represent and warrant that the information provided at any time in any of the Agreements/ Applications/ and communications, and in the respective Appraisal Form and various other documents in this regard are and would be true, correct and updated in all respects and that nothing has been or would be withheld and in case of any change of information it shall be their obligation to immediately intimate RCL forthwith.
- b. The Borrower and/or Co-Borrower shall indemnify and keep indemnified RCL against all claims, costs, losses and expenses that may be incurred by RCL by reason of any act or default on the part of the Borrower.

c. Successors and Assigns:

All references to RCL and the Borrower and the Co-Borrower shall include, where the context so requires, its/ their successors, assigns and/or heirs.

d. Severability:

The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provisions hereof shall in no way affect the validity or enforcement of any other provision, or any part thereof.

23. Nominee:

RCL may request for a nominee in any of the Loan Application forms who shall be the nominee for the any pledge of documents or property made herein as security. This shall be as per the rules of RCL for adjusting the liability / recovering the dues as outstanding in the respective Loans.

24. Dispute Resolution:

- a. Except as provided in Clause 23(b), the Parties hereto irrevocably agree that any dispute, controversy or claim arising out of, relating to or in connection with this Agreement or the existence, breach, termination or validity hereof (a "Dispute") shall be finally settled by arbitration conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be held at Mumbai and shall be conducted by a sole arbitrator nominated by RCL in accordance with the Arbitration and Conciliation Act, 1996.
- b. Nothing in this Clause 23 shall prevent RCL from obtaining relief from a court of competent jurisdiction in the form of provisional or conservatory measures (including, without limitation, preliminary injunctions to prevent breaches hereof). Any request for such provisional measures by RCL to a court shall not be deemed a waiver of the agreement to arbitrate as contemplated in this Clause 23. In addition, the Arbitrator may, at the request of RCL, order provisional or conservatory measures (including, without limitation, preliminary injunctions to prevent breaches hereof) and RCL shall be able to enforce the terms and provisions of such orders in any court having jurisdiction.
- c. Unless the Parties otherwise agree, all submissions and awards in relation to arbitration under this Agreement shall be made in English and all arbitration proceedings and all pleadings shall be in English.
- d. The costs of the arbitration shall be borne by the disputing Parties in such manner as the Arbitrator shall direct in his arbitral award.
- e. Any award in connection with any arbitration proceeding hereunder shall be final, binding and not subject to appeal, and any judgment upon such award may be entered and enforced in any court of competent jurisdiction.

25. Governing Law:

This Agreement shall be governed by and construed under Indian laws and the courts at Delhi or such other place as decided by RCL shall have exclusive jurisdiction to determine any matter relating to or arising in connection with this Agreement.

27. Term:

This Agreement shall be effective from the date of disbursement of the Loan and shall remain in effect until repayment of the entire Loan by the Borrower and/or Co-Borrower, or unless terminated earlier by RCL. It is further specifically stated that the termination of this Agreement under any circumstances does not alter or change any of the terms and conditions under any other contract agreed between the parties and this is independent herein.

Signed and Delivered by Mr. _____	
Signed and Delivered by Mr. _____	
Signed and Delivered by Mr. _____	
Signed and Delivered by Mr. _____	
Signed and Delivered by M/s. Reliance Capital Ltd through Authorized Signatory	

Witnesses#1: _____

Witness#2: _____

SCHEDULE - A

Date of Agreement: _____

Place of Agreement: _____

A) BORROWER DETAILS

Name	:	_____
Father's Name	:	_____
Address	:	_____

B) CO-BORROWER DETAILS

Name	:	_____
Father's Name/Husband Name	:	_____
Address	:	_____

Name	:	_____
Father's Name	:	_____
Address	:	_____

Name	:	_____
Father's Name/Husband Name	:	_____
Address	:	_____

C) LOAN/FACILITY DETAILS AND OTHER CHARGES

Loan Amount	
Loan Tenure	
Rate of Interest	
Non-Refundable Processing Fee	
Default Interest	
Repayment Frequency	
Pre-closure/foreclosure Charges	
Part payment Charges	

D) PURPOSE OF THE LOAN:

(kindly select the with tick () mark and relevant details shall be filled)

TYPE OF LOAN	DRIP IRRIGATION <input type="checkbox"/>
PURPOSE OF LOAN	
TYPE OF LOAN	GREEN HOUSE / POLY HOUSE <input type="checkbox"/>
PURPOSE OF LOAN	
TYPE OF LOAN	FARM EQUIPMENT <input type="checkbox"/>
PURPOSE OF LOAN	

F) DETAILS OF THE PROPERTY PROVIDED AS SECURITY:

1. Description of the moveable and/or Immoveable Property hereby mortgaged/charged:

(a) Moveable Property(ies) (including live stock):

(b) Complete Schedule of Immoveable Property(ies):

2. Details of micro irrigation systems / farm equipment / equipment / poly house / green house materials:

VERNACULAR DECLARATION

(To be signed by Party to the Agreement signing in Vernacular Language)

This is to confirm that the contents of the loan documents and all other documents incidental to availing the loan from RCL, have been read out, explained and interpreted to,

1) Mr. _____, in _____ Language

2) Mr. _____, in _____ Language

as desired by him/her/them and the same are understood by him/her/them and he/she/they have confirmed that he / she / they has / have understood the same and has/have agreed to abide by all the terms and conditions of this Agreement. Pursuant to the same, the aforesaid person/s is/are affixing his / her/their signature/s, as given herein below.

LHT Impression / Signature of Person (Person who explained the Agreement to the Borrowers/Co-Borrowers in their regional Language stated above)

Name: _____

Date: _____

RECEIPT

I, Mr/Ms. _____ (Borrower's name),
herewith acknowledge the receipt of a sum of Rs. _____/- (Rupees _____
_____ only) being the principal of Loan amount disbursed to me
today. I further acknowledge that the Loan being disbursed is subject to the Terms and Conditions of the Loan documents
understood and executed by myself, a copy of which I have possession and am well aware of.

Date: _____

Place: _____

REVENUE
STAMP

LHT Impression / Signature across revenue stamp

Co-Borrower 1: _____

Co-Borrower 2: _____

Witnesses:

1. _____

2. _____

DEMAND PROMISSORY NOTE

On demand by the holder of this promissory note, I, Mr/Ms. _____
jointly and severally, unconditionally and irrevocably promise to pay immediately upon demand, a sum of Rs. _____/-
(Rupees _____ only),
along with interest at _____ % p.a with _____ rests, for the loan availed from
Reliance Capital Ltd (RCL).

Rs. _____/-

(Rupees _____ Only)

REVENUE
STAMP

LHT Impression / Signature across revenue stamp

Co-Borrower 1: _____

Co-Borrower 2: _____

Date: _____

Place: _____

LETTER OF CONTINUITY FOR DEMAND PROMISSORY NOTE

Date: _____

Reliance Capital Limited (“RCL”)

1st Floor, H Block,
Dhirubhai Ambani Knowledge City,
Koparkhairane, Navi Mumbai 400 710.

Dear Sirs,

I/We _____ have executed a Demand Promissory Note for Rs. _____/- (Rupees _____ only) dated _____ duly signed and delivered by me/us to you as security for the repayment by me/us to RCL of any sum now due or which may hereafter be or become due by me/us to RCL by way of loans or advances, notwithstanding the fact that the loans or advances or the account, may from time to time be reduced or extinguished or the balance in the said account brought to credit, the intention being that the said Demand Promissory Note and the security shall be a continuing security for any borrowing by us at anytime to RCL.

Yours faithfully,

Borrower

Co-Borrower

Co-Borrower

PAYMENT AUTHORISATION LETTER

Date : _____

To,
Reliance Capital Limited

_____ Branch

Dear Sirs,

Sub: Payment Authorisation Letter

I, _____ S/o. _____
have availed a Loan from RCL on _____ and hereby authorize RCL to directly make payment of Rs. _____/-
(Rupees _____ Only) to the Manufacturer /
Dealer / Vendor as mentioned in my Loan application form.

I understand and agree that such disbursement is deemed as disbursement of the Loan to me.

Thanking You,

LHT Impression / Signature of Borrower

Name: _____

Cc to: [manufacturer & any other person]

DECLARATION FOR DISBURSEMENT OF LOAN

I _____ s/o _____ residing
at _____,
do hereby state and declare as solemn affirmation as under:

I declare that the Loan availed by me vide loan agreement dated _____ has been disbursed by RCL to the Manufacturer/Dealer/Vendor based on my Payment Authorisation Letter, in accordance with the terms and conditions of the Loan Agreement, and the said Loan amount has been duly received by the Manufacturer/Dealer/Vendor.

I declare that whatever I have stated is true and correct to the best of my knowledge and belief.

Solemnly affirmed at _____ on this the ___ day of ___ 20__

LHT Impression / Signature of Borrower

Name: _____

Date: _____

ILLITERATE BORROWER'S DECLARATION FORM

To,

_____ (Lender),

Dear Sir,

This is to confirm that I was present when Shri/Shrimati* _____
put his/her thumb impression to** _____.

The contents of the documents were explained in @ _____ known
to the said Shri/Shrimati * _____ in my presence.

Your's Faithfully,

ADDENDUM TO THE LOAN AGREEMENT

This Addendum is made on this _____ day of _____ at _____.

BETWEEN

RELIANCE CAPITAL LIMITED, a company incorporated under the provisions of Companies Act, 1956 and having its Registered Office at 1st Floor, H Block, Dhirubhai Ambani Knowledge City, Koparkhairane, Navi Mumbai, 400 710,, (herein referred to as the “**Lender**” or “**RCL**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**.

AND

Mr./Ms _____ having its address at _____ (hereinafter referred to as the “**Borrower**”) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **Other Part**;

RCL and the borrower have entered into Loan Agreement dated _____ along with other loan documents (herein after collectively referred as “the said loan documents”) in respect of the loan availed by the Borrower and RCL which is more specifically mentioned in the said loan documents.

Whereas there are references to the Companies Act 1956 in the said loan documents. Whereas the parties are aware that the said Companies Act 1956 has been amended as the Companies Act 2013.

Whereas the parties have realized about the amendments effected in respect of the Companies Act therefore have decided to execute this Addendum to confirm about the knowledge of the aforesaid amendments

NOW THEREFORE THE PARTIES WITNESSETH AS FOLLOWS:

1. The Parties confirm that the Companies Act 1956 has been amended and is now in enforcement as the Companies Act 2013.
2. The Parties hereby confirm and acknowledge that wherever there is a reference to the Companies Act 1956 in any or all the said loan documents ; the same shall be read and understood as “The Companies Act 2013” wherever applicable to derive such interpretation and reference of the said loan documents.
3. This Addendum shall be read and interpreted alongwith the said loan documents.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed on their behalf respectively on the Day and Year first hereinabove mentioned.

SIGNED AND DELIVERED BY **BORROWERS**)

Mr./Ms. _____)

SIGNED AND DELIVERED BY **CO – BORROWER/S**)

Mr./Ms. _____)

SIGNED AND DELIVERED BY **GUARANTOR/S**)

Mr./Ms. _____)

SIGNED AND DELIVERED BY **RELIANCE CAPITAL LIMITED**)

Borrower _____

Co-Borrower _____

Cheque Submission Form (Office copy)

We request you to follow the instructions given below which are very critical since you are handing over the Post dated cheques as repayment of the loan you have availed.

Important Instructions:

- Cheque should be crossed as "Account Payee only."
- Cheque should be drawn in favour of "Reliance Capital Limited" Only.
- Ensure that all the corrections are countersigned.
- Amount in Figures and Words should be the same.

Cheque Details

Sr. No	Cheque Numbers		No. of Cheques	Date of Cheque	Bank & Branch	Purpose	Amount of each Cheque
	From	To					
1							
2							
3							
4							
5							

I/We declare that, I/We have read all the instructions carefully. I/We further declare that I/We have not given any cheques, other than the one's mentioned above and RCL will not be responsible for cheques left blank or drawn in favour of any name other than the one mentioned above under the heading "Important Instructions".

LHT Impression / Signature of Borrower

Received By:

Name of Executive

(1) _____ (2) _____ (3) _____
LHT Impression / Signature of Co- Borrower/s

Cheque Submission Form (Office copy)

We request you to follow the instructions given below which are very critical since you are handing over the Post dated cheques as repayment of the loan you have availed.

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- Cheque should be drawn in favour of "Reliance Capital Limited" Only.
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LHT Impression / Signature of Borrower

Received By:

Name of Executive

(1) _____ (2) _____ (3) _____
LHT Impression / Signature of Co- Borrower/s

RELIANCE

Commercial Finance

Queries & Important Note:

If applicant/borrower require any clarification regarding their application/loan, they may write in to:

Reliance Capital Ltd. Commercial Finance Division,

Registered Office: H Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai - 400 710.

Corporate Office: 570, Rectifier House, 3rd Floor, Naigaum Cross Road, Wadala, Mumbai - 400 031.

Tel.: +91 22 30479400 | Fax: +91 22 30479450 | Call: 1800 210 30 30 or 022 - 39893838

Website: www.reliancecf.com | email us at: customercare@reliancecommercialfinance.com

from Monday to Saturday between 9.30 am to 5.30 pm. (Except Public Holidays and 2nd & 3rd Saturdays)

CIN: L65910MH1986PLC165645

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