

Annexure 1



उत्तर प्रदेश UTTAR PRADESH

AF 826571

This stamp paper is part of
said Loan Agreement
which is enclosed

Sd/-
Ramkishor Pandey

ARRANGEMENT LETTER

STATE BANK OF INDIA

BRANCH

Sikapur

Shri/Smt. Kum.

Ram Kishore Pandey

Date: 14.07.2010

Dear Sir,

PERSONAL SEGMENT ADVANCES :

PERSONAL LOAN SCHEME

TERM LOAN OF RS. 5.00 LAKHS

With reference to your application dated 12.07.2010 we hereby sanction you a Loan/Overdraft* (delete which is not applicable) of Rs. 500,000/- (Rupees Five Lacs only) on the following terms and conditions :

1. PURPOSE :

The loan is sanctioned to you as per your application dated 12.07.2010

2. RATE OF INTEREST :

Fixed rate of Interest :

Interest on the loan will be charged at % p.a. on daily reducing balance at monthly rests, subject to interest rate reset at the end of every three years on the basis of our fixed interest rates prevailing then. SBI may at its discretion stipulate the periodicity of computation of interest. Further, SBI may at its sole discretion alter the rate of interest suitably and prospectively in the event of major volatility in interest rates during the period of the agreement. Thenceforth the rate of interest varied as aforesaid shall be applicable to the Loan. SBI shall be the sole judge to determine whether such conditions exists or not. If the Borrower is not agreeable to the revised interest rate so fixed, the Borrower shall request SBI, within 15 days of receipt of the notice intimating change in interest rates from SBI, to terminate the loan and the Borrower shall repay the Loan and any other amount due to SBI in full and final settlement in accordance with the provisions of this Agreement relating to prepayment.

Floating Rate of Interest :

Interest on the loan will be charged at % p.a. over SBAR which is currently % p.a. (The current effective rate being % p.a.) with monthly rests. The rate of interest is subject to revision from time to time and you shall be deemed to have notice of changes in the rate of interest whenever the changes in SBAR are either displayed on the Notice Board of the Branch or published in news papers or made through entries of the interest rate charged in the passbook / statement of account furnished to you. The Bank has the option to reduce or increase the EMI or extend the

S/1) Ram Kishore Pandey

ram kishore Pandey

repayment period or 'both consequent upon changes in SBAR. In the event of a default in payment or any irregularity in the account, the Bank reserves the right to levy a higher rate of interest as it deems fit.

Enhanced rate of interest @ 1% per month (i.e. 12% p.a.), over and above the applicable rate will be charged if the Equated Monthly Instalment (EMI) remains unpaid for a period of 30 days from the due date, for any reason, including a bounced cheque. Besides the bank shall also charge a penalty, the rate of which shall be at the discretion of the Bank, for every bounced cheque for any reason whatsoever in addition to the enhanced rate of interest as applicable (present rate - Rs. 250/- for every bounced cheque.)

* Delete whichever is not applicable.

3. **REPAYMENT :**

The loan is to be repaid in 60 Equated Monthly Instalment of Rs. 12050/-. The number of equated monthly instalments may increase/vary if the entire loan with interest, cost, charges and expenses is not repaid by/with the stipulated number of equated monthly instalments by reason of increase in the rate of interest or otherwise. The equated monthly instalments will have to be paid till the entire loan with interest is fully repaid. The first instalment commences from the month following the month of disbursement of loan.

In the case of availment of loan as an overdraft in a Current Account, the reduction in the Drawing Power from the 1st of every month by an amount of Rs. 12000/- will commence from the month following the month in which the documents are executed.*

4. *SECURITY : Personal Guarantee of [Signature] (spouse)

5. **PROCESSING CHARGES :**

Processing charges of Rs 5000/- (Rs. Five thousand/- only) are payable immediately.

Please call on us on any working day to execute the documents. The loan is also subject to other terms and conditions as mentioned in the document(s) executed/to be executed in connection with the loan and as may be prescribed by the Bank from time to time. The duplicate copy of this arrangement letter may please be returned to us duly signed by you and the guarantor(s) in token of acceptance of the terms and conditions detailed herein.

The terms and conditions specified in this letter hold for a period of 45 days from the date of this letter.

Yours faithfully,

Branch Manager

Received the original. Terms and conditions accepted.

[Signature]
S/2

Date 14.02.2010

Borrower(s)

Terms and conditions of the loan are noted.

Date

Guarantor(s)

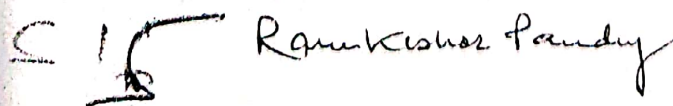
PLR : PRIME LENDING RATE SBAR : STATE BANK ADVANCE RATE

[Signature]

account (s) or a portion thereof or for any default or irregularity on the borrower's part which in the opinion of the Bank warrants charging of such enhanced rates of interest for such period as the Bank may deem fit and the Borrower undertakes to pay such interest.

Such interest will start accruing from the date of disbursement of the loan or the date of disbursement of the first instalment of the loan where such loan is paid in instalments or first instance of availment of Overdraft limit. Without prejudice to the other rights of the Bank, if the Borrower defaults in making any payment to the Bank, the Borrower shall pay to the Bank additional interest at the penal rate of interest (or at such higher rate as the Bank may specify from time to time) on the amount of such default from the date of default till the date of payment and the borrower shall be liable to pay interest on the defaulted amount of interest and penal interest at rate applicable to the loan amount with quarterly rest.

6. On demand the Borrower agrees to deliver to the Bank post-dated cheques for the monthly instalments and the Borrower warrants that the cheques will be honoured on first presentation. Any non-presentation of a cheque due to any reason will not affect the liability of the Borrower to pay the monthly instalments or any other sum. The Borrower agrees to forthwith replace the cheques/issue fresh cheques if required by the Bank.
7. The Borrower agrees that if any instalment due hereunder is not paid on due date or the borrower fails to maintain the outstandings in the loan account within the drawing power where the loan is granted by the Bank as an overdrawn limit in the manner set out in clause 5 hereinabove the agreement of the Bank to accept repayment of the said loan by instalments or otherwise, shall at the option of Bank forthwith determine and the whole balance of the said loan/overdraft account unpaid at the date of such default shall immediately thereupon become payable to the Bank.
8. If:
 - (i) the borrower fails to pay any amount under this agreement on or before the due date or commits breach of any of the term, covenants or conditions contained in this agreement; or
 - (ii) it is found that the Borrower has made any misrepresentation to the Bank; or
 - (iii) there exists any circumstance which in the opinion of the Bank prejudicially affects or may affect the Bank's interest or the Borrower's ability to repay the loan; or
 - (iv) the Borrower commits any default under any other agreement with the Bank;then, without prejudice to the Bank's other rights, the Bank shall be entitled at its option to demand immediate repayment of the outstanding amount of the loan, interest, additional interest, fees, costs, charges, expenses, stamp duty and all

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other sums whatsoever payable by the Borrower to the Bank under this agreement and/or in connection with the loan (hereinafter collectively referred to as 'the borrower's outstandings') and the Borrower shall pay the same to the Bank forthwith.

9. 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.
10. 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 name(s) as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit and the borrower will not claim any right of secrecy to his account.
11. The Borrower hereby confirms, declares and agrees :
 - i) that the monthly instalments shall automatically stand increased by any rates, taxes, charges, imposts, levies and monies whatsoever that are or may be levied on these or the transaction hereunder or which are or may become payable by the Bank by virtue of entering into this agreement. In the case of availing the loan as an overdraft limit, the outstanding amount will at all times be maintained within the Drawing Power.
 - (ii) to bear and pay all taxes, rates, duties, charges and other imposts and obligations, existing as well as future, in respect of the transaction hereunder.
 - (iii) that 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.
 - (iv) that any statement of account furnished by the Bank shall be accepted by and be binding on the Borrower and shall be conclusive proof of the correctness of the amounts mentioned therein.

SIB. Ravi Kishor Pandey

PERSONAL LOAN - AGREEMENT

(TO BE STAMPED AS AN AGREEMENT IN ACCORDANCE WITH THE STAMP ACT
IN FORCE IN THE STATE IN WHICH THE DOCUMENT IS EXECUTED)

This AGREEMENT made at Sitapur on the 14th day of July, 2010 and
between Shri / Smt. / Kum. Ram Kshor Pandey

Dharmam Pandey son/daughter of / wife of
aged 43 and residing at

J. 17 Judges Colony Civil Lines Sitapur
(hereinafter called

"the Borrower" which expression shall include his/her representative, heirs, executors, ad-
ministrators and assignees) of the ONE PART, and STATE BANK OF INDIA a corporation
constituted under the State Bank of India Act, 1955, and having one of its Local Head Office
at Lucknow and amongst other places a branch office at Sitapur
(hereinafter referred to as "the Bank" which expression
shall unless repugnant to the context or meaning thereof be deemed to include the succes-
sors and assignees) of the OTHER PART.

WHEREAS the bank at the request of the borrower agreed to grant to the borrower a per-
sonal loan of Rs. 50,000/- as set forth in the Bor-
rower's application dated 12.07.2010 a copy of which is annexed and forms part of this
Agreement.

IT IS HEREBY AGREED AS FOLLOWS

1. The request for grant of the loan by the Borrower shall be deemed to constitute the basis of this Agreement and the Loan advanced/to be advanced by the Bank to the borrower.
 2. The borrower hereby agrees that the Loan shall inter alia be governed by the terms hereof.
 3. The Borrower expressly agrees and undertakes to notify the Bank in writing of any circumstance affecting the correctness of any of the particulars set forth in his/her application immediately after the occurrence thereof.
 4. Amount of loan may be paid directly to the borrower in the manner decided by the Bank upon request of the borrower.
- 4 A. Simultaneously with the execution of this agreement, the Borrower shall pay one time

S/B Ram Kshor Pandey

processing fee to the Bank as applicable, immediately on sanction of the loan.

5. The borrower shall repay to the Bank, the amount of the loan together with interest, as per arrangement/sanction letter which forms part of this Agreement in6.0.....equated monthly instalments (EMI) of Rs. ...12000..... each, which number is, however, subject to change depending upon changes in rate of interest (in floating rate loans) and any other debits raised in the account like insurance charges, fees, etc.

The first Equated Monthly Instalment shall be payable onAugust..... and the subsequent instalments on or before the same date of each succeeding month thereafter, till the entire loan is fully repaid with interest and other unpaid penalty, costs, charges and expenses. Where the loan is granted by the Bank as an overdraft limit in the current account, the Drawing Power will be reduced every month by an amount of Rs. ...12000..... The borrower agrees to keep the outstanding amount of overdraft within the Drawing Power at any point of time. The Bank shall be entitled to increase or decrease the amount as well as the number of EMI which comprises of principal and interest at its sole discretion either on account of change in interest rate or otherwise and the borrower undertakes to pay EMI as determined by the Bank till the time the entire loan together with interest and other unpaid penalty, costs, charges and expenses is repaid.

To be deleted where Floating Rate of Interest is applicable

Interest on the amount of the loan will be applied at the rate of per cent per annum with quarterly rests, calculated on the highest monthly balance.

To be deleted where Fixed Rate of Interest is applicable.

Interest on the amount of the loan will be applied at the rate of per cent above PLR/State Bank Medium Term Lending Rate hereinafter referred to as PLR/SBMTLR, rising and falling therewith, at quarterly rests calculated on the daily balance of the loan amount. Provided that the Bank shall at any time and from time to time be entitled to change the rate of interest depending on changes in PLR/SBMTLR, and such revised rate of interest shall always be construed as agreed to be paid by the borrower(s) and hereby secured. Borrowers shall be deemed to have notice of change in the rate of interest whenever the changes in PLR/SBMTLR are displayed/notified at/by the branch/published in newspaper/made through entry of interest charged in the passbook/statement of accounts sent to the borrower(s).

Without prejudice to the Bank's other rights and remedies, the Bank shall be entitled to charge at its own discretion enhanced rates of interest/penal interest on the outstanding in the loan

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