

IND-BIZ-112

Loan



**Contents**

Date

Parties

Definitions

- 1 Purpose of Agreement
- 2 Amount of the loan
- 3 Evidence
- 4 Interest payable
- 5 Advances
- 6 Repayment
- 7 Payment
- 8 Security
- 9 Early and/or partial repayment
- 10 Method of Payment
- 11 Default in payment
- 12 Borrower's warranty
- 13 Agreement is divisible
- 14 Notices and Service
- 15 Headings
- 16 Dispute resolution
- 17 Waiver
- 18 Assignment and subordination
- 19 Jurisdiction



This agreement is made

**Between:**

**[LENDER NAME]** (the [LENDER NAME] incorporated under the Companies Act, 1956); or

a partner in the [LENDER NAME] at its head office at (address);

an individual residing at (address);

**AND**

**[BORROWER NAME]** (the [BORROWER NAME] incorporated under the Companies Act, 1956); or

a partner in the [BORROWER NAME] at its head office at (address);

an individual residing at (address);

**Definitions**

Following definitions apply to this agreement where the context requires a different interpretation:

“Advance” means the amount of money lent down by the Borrower at his

“Interest Date” means the date when interest is payable.

“Loan” means the amount of money lent now or at any later date as due from the Borrower to the Lender with interest.

“Loan Date” means the date of the actual amount of loan or any part thereof lent down by the lender.

**1. Purpose of Agreement**

The purpose of this agreement is to set out the actual terms under which the Lender will lend the amount of the Loan.

**2. Amount of the Loan**

The Loan is in the amount of [AMOUNT] or any greater sum as shall in fact

have been lent by  
or such lesser sum

time this agreement subsists,  
payment has been made.

### 3. Evidence

The Loan shall be  
A ("the Loan Note")  
Loan Date and shall

form attached hereto as Exhibit  
delivered to the Lender on the  
purposes against the borrower.

### 4. Interest

4.1 The Loan shall

principal at an annual rate of [%].

4.2 In the event  
the total of

said interest rate shall apply to  
of default.

4.3 Interest shall

### 5. Advances

The Loan shall be  
time to time require

ts, as the Borrower shall from

OR

The Loan shall be  
signed.

on as this agreement has been

OR

The loan shall be  
to the Lender to the

s provided certain information

OR

The initial draw  
provided certain  
Thereafter, further  
Borrower shall from

only when the Borrower has  
satisfaction of the Lender.  
amount or amounts, as the  
advances").

### 6. Repayment

The Loan, alongw  
from Loan Date.

within [number] months/years

## 7. Payment

7.1 Payment s

contained in the Loan Note;

7.2 The Note r  
or in part  
shall be

e, be paid or prepaid in whole  
that any partial prepayment

7.2.1 in m

7.2.2 a mi

7.2.3 appl  
their

e Note in the inverse order of

7.3 Upon the p  
if any, the  
payment d  
notice.

n full or all of the instalments,  
ed and a final adjustment and  
[number] days of the receipt of

7.4 Interest sh  
actual num

ear of [number] days and the

## 8. Security

8.1 The Borrow  
security o  
Documents  
shall delive

of the Loan by executing the  
Exhibit 'B' (the "Security  
instant Loan Agreement and  
n Date.

8.2 From time  
additional  
Lender's s

d the Borrower shall execute,  
ably necessary to perfect the

## 9. Early and/or part

9.1 The Borrow  
repayment  
the Borrow

loan before the due date for  
nths written notice is given by  
nt proposed to be prepaid;

9.2 This notice  
has specifi

that payment on the date he

## 10. Method of payme

**This document has total 12 pages. Here preview is shown for first 5 pages only.**