

LOAN APPLICATION-KYC

Name of Borrower: Mr./Ms/M/s. _____

Father's/Spouse Name: _____ Occupation _____

Date of Birth/Incorporation : ____/____/____ PAN : _____ (Attach copy of PAN Card)

Status (Tick) : Individual / HUF, Education : Under Graduate / Graduate / Post Graduate / Other.....

Nationality : Indian / Other _____ Mobile No.: _____ E Mail ID: _____

Present Address : _____

_____ City/Village: _____ Pin: _____ Ownership: Own / Rented

(Please. attach proof : Any one of Aadhaar Card, Elect. Bills, Passport, Driving License, Voter ID, Bank Statement-not more than 2 month old)

Permanent Address (if different): _____

_____ City/Village: _____ Pin: _____ Ownership: Own / Rented

(Please. attach proof : Any one of Aadhaar Card, Elect. Bills, Passport, Driving License, Voter ID, Bank Statement-not more than 2 month old)

Business/Employer Details:(In case of company/partnership, attach separate sheet for name, address, contact No, e-mail ID of all directors/partners)

S.No.	Name of Business/Employer	Address	Tel./Mobile No.	Year of Business/Employment

Income Rs. _____ Per Annum (Please attached proof of Income i.e. Income Tax Return Latest Salary Slip/Certificate)

Bank Account Details: Bank Name & Branch _____

A/c No. _____ Saving/ Current, IFS Code : _____

Loan Applied for (In figures) Rs. _____ (In words) Rupees _____

Purpose of Loan : IPO Funding / Margin Trade / Loan Against Shares / Personal Loan _____

Type of Loan (Tick) : Term Loan (EMI) / Line of Credit Loan Tenure : _____ Months/Years

Security Offered for this Loan: _____

Declaration

- (1) I/We have read and understood the relative terms and conditions. We accept and agree to be bound by the terms and conditions of sanction and repayment terms.
- (2) I/We understand that the sanction of the loan facility is at the sole discretion of Swastika Fin-Mart Pvt. Ltd. (SF MPL)
- (3) I/We understand that SF MPL has the right to recall the funds if they are not used for the stated purpose and/or without giving any reasons whatsoever during the pendency of the loans, and the decision of SF MPL to this effect shall be final.
- (4) I/We confirm that I/we am/are not debarred, suspended, penalized or black-listed by Government or any other Authorities
- (5) I/We confirm that the information furnished above is true and correct in all respects to the best of our knowledge and belief.

Signatures

Place : _____

Date : _____

⊗ (Borrower)

Please attach :

- 1) Copy of PAN Card
- 2) Copy of Address Proof (As mentioned above-At least one)
- 3) Security Cheques-Two (UDC)

(To be stamped as Agreement)

LOAN AGREEMENT

This Loan Agreement is executed as on ___/___/___ at the place _____ hereto between Mr/ Ms. _____
S/o,W/o. _____ Address _____, ⊗

of the **First Part**, hereinafter called the "Borrower (s)" AND **Swastika Fin-Mart Private Limited** [CIN : U65923MP2009PTC022801], a NBFC within the meaning of the Companies Act, 1956 and having its registered office at 48, Jaora Compound, MYH Road, Indore, M.P.- 452001, of the **Second Part**, hereinafter called "LENDER" and / or "SFMPL"

The expression 'Part' unless repugnant to the context, is deemed to include legal heirs, executors, administrators and assigns

WHEREAS at the request of the Borrower (s), the SFMPL has agreed to grant a loan not exceeding the amount mentioned in the Annexure to this loan agreement to the Borrower (s) for a period as mentioned in the Annexure on terms and conditions hereinafter contained.

1. The Borrower (s) accepts the loan and agrees to repay the amount in accordance with the terms and conditions set out in this Agreement.
2. The Borrower (s) agreed to pay interest, additional interest, penalty and other charges payable on the loan as per the Annexure and that:
3. The Borrower (s) will provide post dated / undated signed cheques as per the term of sanction to the loan by SFMPL. The Borrower (s) shall not close this bank account or stop payment of cheques / ECS without prior intimation to SFMPL and in case such an account is closed, the Borrower (s) shall replace all cheques with fresh cheques of new bank account.
4. The Borrower (s) shall utilise the said Loan only for the purpose as applied for.
5. The rights, powers and remedies given to the SFMPL by this agreement shall be in addition to all rights, powers and remedies given to the SFMPL by virtue of any other security, statute or rule of law.
6. The Borrower (s) shall indemnify and hold the SFMPL harmless from and against any and all losses, damages or other consequences which may arise or result from giving the Loan to the Borrower (s) and shall reimburse the SFMPL upon demand all such sums.
7. Repayment of any amount towards loan shall always be adjusted in the order of interest, cost and other charges and at last towards principal outstanding amount of the loan.
8. Any notice or demand hereunder shall be deemed to be given or made on the day it was so left at borrower's registered address or, two business days following that on which it was so posted.
9. In the event of any dispute, difference or question arising between the parties hereto in relation to or in connection with anything to be done under this agreement, it shall be referred to arbitration before the arbitrator appointed with mutual consent and shall be governed by and construed in all respect with the Indian Laws and any matter or issues arising hereunder or any dispute hereunder shall be subject to the jurisdiction of the Courts of the City of Indore in India.
10. The Borrower (s) confirms that the Borrower (s) is not debarred, suspended, penalized or black-listed by the SEBI, RBI, the Stock Exchange(s) or any other Regulatory Authority;
11. The borrower agreed that SFMPL have right to hold his/her credit balance in account with any of the group company or holding company of SFMPL, against outstanding balance in loan account with SFMPL and if required SFMPL may get transfer of funds directly against outstanding balance in loan account.
12. Any grievance relating to this Loan may be addressed to: Principal Officer, Swastika Fin-Mart Private Limited, 48, Jaora Compound, MYH Road, Indore – 452001 (MP)

The parties hereto have signed this Agreement in acceptance of all terms and conditions stated above at the place state in the Annexure hereto

Party of the First Part (Borrower)	Party of the Second Part (Lender):
<p style="text-align: center;">⊗</p> <p>Signature : _____</p> <p>Name : _____ Age: _____ Yrs</p> <p>Phone / Mobile No. _____ Mail _____</p>	<p>Name : <u>Swastika Fin-Mart Private Limited</u></p> <p>Signature: _____</p> <p>Name : _____</p>

ANNEXURE

A. LOAN DETAILS

S. No.	Headings	Particulars
(1)	Loan Sanctioned	Rs. _____ Rupees _____ only.
(2)	Tenure & Type of Loan	_____ Months / Years, Type of Loan: <u>Over Draft (IPO Funding)</u>
(3)	Security	
(4)	Repayment Terms	_____ EMI (Term Loan) / _____ Months / Years (Fixed Period Loan)
(5)	Rate of Interest on the loan:	_____ % Per Annum (Method of calculation : Daily) [Flat/Deducting]
(6)	Penal Interest (In case of overdue or non submission of required documents in time)	_____ % pa above the normal rate of interest. <i>Note: Penal interest would be levied on the entire outstanding loan amount for the period for which the amount is outstanding/ margin is not rectified/documents not submitted</i>

Note: SFMPL reserves its sole right to change the aforesaid terms and conditions of the loan by giving three working days notice.

I/We confirm the above mentioned loan details and charges & undertake to pay the same.

SIGNATURE

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Borrowers

DEMAND PROMISSORY NOTE

To Swastika Fin-Mart Pvt. Ltd (SFMPL) 48, Jaora Compound, MYH Road, <u>Indore – 452001 (MP)</u>	PLACE : _____ DATE : _____	
ON DEMAND I/we unconditionally promise to pay on demand to Swastika Fin-Mart Pvt. Ltd. (SFMPL) (include its successors and assigns) or Order, a sum of Rs. _____ (Rupees _____) with interest thereon at the rate of _____% per annum or at such rate as SFMPL may from time to time fix or at a rate which may from time to time be assigned by SFMPL for value received. Presentment for payment and noting and protest of this Note are hereby unconditionally and irrevocably waived.		
⊗	<table border="1" style="float: right; border-collapse: collapse;"><tr><td style="padding: 2px; text-align: center;">One Re Revenue Stamp & Sign</td></tr></table> ⊗	One Re Revenue Stamp & Sign
One Re Revenue Stamp & Sign		

LETTER OF CONTINUING SECURITY

Date: _____

Dear Sir,

Subject: Credit Facilities/Loan/overdraft limit of Rs. _____

With reference to the Demand Promissory Note dated _____ executed by me / us in your favour for Rs. _____ (Rupees _____ only) and given to you as security for the repayment of any sum and interest now and from time to time due to the SFMPL by me / us on account of the above mentioned Credit facilities. ⊗

I/We jointly and severally do hereby agree and undertake that the said Demand Promissory Note is to be a continuing security for the ultimate balance and interest remaining unpaid in the Loan/overdraft limit Account and I/We are to remain liable on the said Promissory Note notwithstanding the fact that by payments made to the account of the said Loan/overdraft limit account from time to time and said Loan/overdraft limit account may from time to time be reduced or extinguished or even that the balance of the said account may be at credit.

Yours faithfully,

⊗

Borrower's Signature:

Name _____

PDC/UDC COVERING LETTER

Dear Sir

Ref: Facility Agreement dated _____ executed by me/us in favour of the Swastika Fin-Mart Pvt. Ltd.

Please find enclosed crossed Post-dated and/or undated cheques / Security cheques drawn in favour of Swastika Fin-Mart Pvt. Ltd. bearing the following particulars being submitted towards repayment of the loan availed from your company (NBFC).

The Post dated and/or undated cheques /Security cheques contain my and/or my authorized signatories genuine signature, which shall not be disputed by me. Detail of same is as-

Numbers of UDC/PDC's: _____, From _____ to _____, Drawee Bank : _____
Branch : _____ MICR Code _____ IFS Code _____ ⊗

I/We agree that,

- a). the Post dated / undated cheques / Security cheques are given towards loan repayments / instalments of the debt due and payable by me / us to your company in terms of the Loan Agreement dated _____
- b). that I/we will not close the Bank Account of which I have given the above PDC's and/or UDC's during the currency of the loan.
- c). that in case of change of my/us Bank and/or authorised signatory, I/ we undertake to replace the cheques appropriately and in the event of non replacement of the cheques before the due dates, I/we undertake to honour the Post Dated / Undated Cheques / Security cheques.
- d). that I /we will not make stop payment of any of the above PDC and/or UDC in any case.

⊗

Signature - Borrower

Name : _____