

**LOAN AGREEMENT FOR
PACKING CREDIT/ POST SHIPMENT FINANCE
IN FOREIGN CURRENCY (PCFC / PSCFC)**

This agreement is made at _____ on _____ in between

M/s _____

hereinafter called ‘the Borrower’ for the sake of brevity (which expression shall wherever the context shall admits its/ their heirs, executors, successors and assigns) of the ONE PART and

TJSB Sahakari Bank Ltd., formed and registered under the Maharashtra Co- Operative Society Act, 1960 and Multi-State Co-Operative Society Act, 2002 carrying on banking business and notified as Scheduled Bank by Reserve Bank of India and included in the Second Schedule to the Reserve Bank of India Act, 1984 having its registered office at TJSB House, Plot No. B-5, Road No. 2, Wagle Industrial Estate, Thane (W) – 400604 hereinafter referred to as ‘the Bank’ for the sake of brevity (which expression shall wherever the context shall admit include its successors and assigns) of the OTHER PART.

WHEREAS

1. The Borrower is carrying on the business of
_____.
2. The Borrower has availed from the Bank the packing credit facility / post shipment finance of Rs. _____/= (Rupees _____) under sanction letter No. _____ dated _____ and have created securities by way of hypothecation, mortgage, guarantees as are stipulated in the said sanction letter.
3. The Borrower has requested the Bank for converting the whole or part of the said packing credit facility / post shipment finance of Rs. _____/= (Rupees _____) into Foreign Currency Denominated facility (PCFC / PSCFC) of USD _____ (US Dollars _____ only) , hereinafter referred to as ‘the PCFC / PSCFC’ for the sake of brevity, for the purpose of reducing interest burden (to avail the finance at cheaper rate of interest) which the Bank has agreed to grant vide sanction letter no. _____ dated _____ on the terms and conditions hereinafter mentioned and upon having the amounts to become due to the Bank under such PCFC / PSCFC loan account and interest thereon and all costs, charges,

expenses and all other monies hereinafter mentioned and on the Borrower agreeing to comply with the terms and conditions stipulated herein in addition to other terms and conditions that may be stipulated by the Bank from time to time either in the letter of sanction or otherwise.

Now this Agreement witnesses and it is hereby agreed by and between the parties as follows:

Consideration:

1. In pursuance of the said sanction letter no. _____ dated _____ the Bank agrees to lend/ has lent and advanced Foreign Currency Denominated Loan (PCFC / PSCFC) of USD _____ (US Dollars _____ only) to the Borrower/s in one or more instalments and or on one or more occasions according the needs of the Borrower and as the Bank seems fit either as fresh loan or by earmarking the rupee equivalent from the Packing Credit / Post Shipment Finance(FBN/FBP/AEBC) the said PCFC / PSCFC loan is granted for a period of _____ days/ month/s only. Rollover of the loan on due date will be on Bank's terms and conditions and at Bank's discretion. Where the PCFC / PSCFC is granted on more occasion than one by earmarking the Packing Credit / Post Shipment Finance this agreement will be valid mutatis for all PCFCs / PSCFCs granted upto the sum of USD _____.

Repayment:

2. The Borrower undertakes to repay the aforesaid PCFC / PSCFC of USD _____ and the interest thereon as per Interest Clause hereunder mentioned on or before _____ either from the export proceeds or from purchase of foreign currency from the Bank with the exchange risk being borne by the Borrower. The Borrower whenever called upon by the Bank shall obtain forward cover for purchase of the foreign currency, in case the export proceeds of the foreign currency expected to be received for payment fails to materialise.
3. The prepayment of the said PCFC / PSCFC loan amount is solely at the discretion of the Bank with the exchange risk to be borne by the Borrower. If the said PCFC / PSCFC is not repaid on due date, then the same will be crystallised by the Bank in Indian Rupees as per the T.T. selling rate prevailing on the said date for the US Dollar together with interest chargeable and will be treated as past due PCFC / PSCFC and shall attract interest at 2% over the commercial rate of interest applicable to the Packing Credit / Post Shipment Finance from the date of default. The difference in foreign exchange rate shall be on account of Borrower

4. The Exchange loss, if any due to non booking of forward contracts as a result of Exchange Rates fluctuation during the time of PCFC / PSCFC loan is to the account of the Borrower.

Interest:

5. The Borrower further covenants with the Bank to pay interest in Foreign Currency at _____basis point over prevailing 6 months LIBOR with monthly rests (calculated at 360 days a year) to be paid at the end of the each month with resetting of 6 months LIBOR after 6 months from the date of disbursement till entire PCFC / PSCFC of USD_____ is repaid by the Borrower.
6. The Bank will be at liberty to crystallise the liability of Borrower in respect of the said foreign currency loan at any time during the currency of the PCFC /PSCFC loan with a notice of 30 days to the Borrower.

Security:

7. The Borrower agrees that the said PCFC / PSCFC of USD_____ granted by the Bank pursuant hereto is being granted against credit limit to the Borrower of Packing Credit / Post Shipment Finance of Rs._____/= (Rupees _____) which are secured by hypothecation under agreement/s dated _____ and mortgage/s dated _____ and the said securities charges by way of hypothecations and mortgages are extended to the said PCFC / PSCFC loan of USD _____ granted by the Bank together with all interest, penal interest, liquidation damages, front end fee on prepayment of on redemption costs, expenses and other monies whatsoever stipulated in this agreement.
8. The Borrower agrees to give additional security for repayment of the PCFC / PSCFC loan and if required by the Bank and to execute such further document by way of registered/equitable mortgage of the immovable property/ies belonging to the Borrower and/or hypothecation of the movable plant and machinery, stocks of raw materials, current assets etc as may be required by the Bank from time to time to secure the said PCFC / PSCFC loan agreed to be lend/lent and advanced by the Bank or the balance outstanding in the said PCFC / PSCFC loan account from time to time. The Borrower shall procure execution of such mortgage documents by all the persons having any right, title of interest in the property that may be offered in mortgage and to make out clear and marketable such property.
9. The Borrower further agrees to obtain additional guarantor to the satisfaction of the Bank to guarantee the due repayment by the Borrower of the said PCFC / PSCFC loan and on the balance outstanding from time to time thereon and further agrees to procure the

execution by the said guarantors of guarantee deeds (in the form prescribed by the Bank in this behalf) in favour of the Bank and secure by way of registered or equitable mortgage of the guarantor's immovable property to secure the guarantee to be undertaken by guarantors.

10. The Bank shall be entitled at anytime and from time to time without by notice, reference, or intimation, to the Borrower and without Borrower's consent to adjust, appropriate or set-off any credit balance or any part thereof due to or become due to the Borrower in any of their current, savings, term deposits or any deposit account or any account whatsoever at any of Bank's branches in the borrower's name with or without joint name of any other person/s or before or after the maturity dated thereof towards satisfaction or past satisfaction of outstanding debt balance due or to become due by the Bank's branches whatsoever.
11. Nothing herein contained shall prejudice any other securities present or future of any right or remedy available to the Bank against the Borrower or Guarantors or contribute towards the recovery of the monies due by the Borrower to the Bank hereunder.
12. Any stamp duty, penalty, registration charges, or deficit therein if any, payable on the document shall be borne and paid by the Borrower.
13. The Borrower/s agree/s that this agreement shall be in full force and effect and shall not be terminated still the said PCFC / PSCFC loan account is closed and all outstanding thereon satisfied in full, nor shall it be treated as merged into, or modified or altered due to execution of the security or other documents hereafter.
14. The Borrower admit and declares that this agreement is supplemental to the Loan Agreement executed by him in respect of Packing Credit Facility / Post Shipment Finance of Rs. _____ and the said agreement shall be an integral part of the said agreement executed by the Borrower.

In witness whereof the parties have executed these presents on the day and year first herein before mentioned.

- (i) (Where the signatory is a (Company))
The Common Seal of the withinnamed)
_____ was affixed)
hereto pursuant to the resolution passed)
by the Board of Directors in the)
presence of Shri _____ and)
Shri _____, Directors)
Of the Company and Mr. _____)

Being the person authorized for the)
purpose who have signed these presence)
in the presence of)

(ii) (Where the signatory is a Partnership firm)

Signed and delivered by the said _____)
through the hand of its Partners)
Mr. _____)
Mr. _____)
Mr. _____)
and Mr. _____)
in the presence of)

(iii) (Where the signatory is a Proprietorship firm)

Signed and delivered by)
Shri _____)
in the presence of)

(iv) Where the Signatory is an individual

Signed and delivered by the withinnamed)
Shri _____)
in the presence of)

(v) Where the signatory is an HUF)

Signed and delivered by)
Shri _____ as Karta of)
.....(HUF) for himself)
and on behalf of all co-parcenors)
in the presence of)

SIGNED AND DELIVERED)
By the within named Bank)
The TJSB Sahakari Bank Ltd)
By the hand of _____)
In the presence of)