

IN-LDGloa15

Loan agreement: company; secured by guarantee

Dated: [Date]

..... .

“Interest Date” means [\[date number\]](#) in each month
..... .

“Loan” means the sum of Rs [\[amount\]](#) or such greater sum as shall in fact have been lent by the Lender to the Borrower at any time this agreement subsists, or such lesser sum
..... .
..... ,
..... .

The terms “Lender”, “Borrower” “
..... .

“Default” means the one of the circumstances as set
..... 9

2. Interpretation

In this agreement unless the context otherwise requires:

2.1. A reference to a person includes a human individual, a corporate entity and any organisation
..... .

2.2. A reference to a person includes reference to that person’s successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a
..... , , -
..... .

2.3. Any agreement by any party not to do or
.....
.....
..... .

2.4. [\[Except where stated otherwise\]](#),
.....
..... .

.....
.....;

12.3. shall not reduce its share capital or
.....,
.....

13. Borrower's warranties

The Borrower represents and warrants that:

13.1. it /;

13.2. every subsidiary and associated company is
.....;

13.3. the execution of this agreement, the borrowing, and the performance
by the Borrower of his obligations are fully
.....,
.....,
.....;

13.4. the Financial Information fairly represents the financial state of
.....
.....;

13.5.
.....,
.....;

13.6. the Borrower has no undisclosed contingent obligations;

13.7.
.....;

13.8.
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15. Promise to provide information

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15.1. [.....] / ,
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..... 2 ;

15.2. [.....] ,
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..... (.....
..... [..... /]
.....)
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..... ;

15.3.
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15.4.
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16. The Guarantor

16.1. , ,
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..... .

16.2.
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..... ,
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..... .

16.3.
.....

Signed by [personal name] on behalf of [named Borrower] as its / his representative who personally accepts liability for the proper authorisation by [named Borrower] to enter into this agreement.

Signed by [Guarantor name]

Schedule 1: debts and goods over which some third party has a charge or lien

Schedule 2: form of financial statement

[.....
.....].

End of notes