

**Terms and Conditions applicable to Loans Granted by Abans Finance PLC
(hereinafter sometimes referred to as AFPLC)**

1. The Borrower shall repay the Loan together with interest and other charges thereon in equal monthly installments, the number and the amount of which will be notified to the Borrower by AFPLC in the manner set out in Conditions 10 provided however that the amount of such monthly installment will be adjusted subject to Condition 2 below.
2. Interest shall be charged on the reducing balance basis on the capital of the Loan at rate of.....per annum or at such other rate as AFPLC may at any time advise in the manner set out in Condition 10 below.

If the Borrower fails to pay any amount due to AFPLC on the Loan on its due date/s the same shall bear interest at the rate of.....% per annum until payment is made in full with such interest. This shall in no way prejudice the rights of AFPLC under Condition 6 below.

The Borrower shall, in addition to the payment of interest at the rate/s as aforesaid also be liable to pay such charges including Turnover Tax, National Security Levy or any other substitute there of and other levies payable from time to time.

3. Payments by the Borrower shall be made at the Registered Office of Abans Finance PLC at 456, R. A. De Mel Mawatha, Colombo 3 (or at such other place as may be advised by AFPLC in writing in the manner set out in conditions 10 below) monthly on the due date as may be notified by AFPLC in the manner set out in condition 10 below.
4. If the borrower is in employment he/she shall irrevocably instruct his/her Employer/Head of the Institution to deduct from his/her salary the amount of the monthly installment of the Loan and shall furnish a letter/s from the Employer/Head of the institution and/or the Welfare Society of which he/she is a member undertaking to deduct the said monthly installment from his salary and to pay same to AFPLC monthly. In case of change of employment / transfer, the Borrower shall furnish a similar undertaking from the new Employer/Head of the Institution/ Welfare Society as may be required by AFPLC
5. The Borrower agrees to give such security as may be required by AFPLC
6. Notwithstanding any of the provisions contained herein, the Loan and all interest and other charges on it will become due and payable or repayable forthwith on demand by the Borrower if
 - (i) The Borrower fails to pay any sum under the Loan when due or the Borrower is [or any third party giving such security is] in breach of any other provisions contained herein or in such other document as may be applicable [or the security referred to above] or
 - (ii) The Borrower is in default under any other financial obligation to any person, or
 - (iii) The Borrower becomes bankrupt or the Borrower makes or seeks an arrangement with his creditors. Or
 - (iv) Any distress or execution is levied on or affects any of the Borrower's property or assets, or
 - (v) The Borrower dies, or
 - (vi) By reason of illness or incapacity the Borrower becomes incapable of managing his own affairs or the Borrower becomes a person of unsound mind or
 - (vii) In the event of change of employment, unless the Borrower obtains from his new Employer/ Head of the institution/Welfare Society a similar undertaking as given by the current Employer / Head of the institution / Welfare Society in terms of the Loan Application.

7. The Borrower agree that AFPLC is entitled to refinance the Loan at its discretion and in the event AFPLC seeks to assign or transfer the Loan or any part thereof to any other financial institution, AFPLC is entitled to make such information available to that institution and the Borrower agrees to such assignment or transfer of the Loan to any such institution at the discretion of AFPLC
8. AFPLC may waive any of the above terms and conditions either unconditionally or on terms stipulated by AFPLC. Every such waive by AFPLC shall be without prejudice to the rights of AFPLC hereunder which shall always remain exercisable if such waive had not been made and whenever AFPLC thinks fit.
9. No delay or omission of AFPLC in exercising or enforcing (whether wholly or in part only) any right or remedy hereunder shall impair such right or remedy of AFPLC and shall not be construed as a waiver of such right or remedy.
10. Any notice, claim, demand, summons or advise relating to the Loan which AFPLC may desire to convey to the Borrower shall be in writing and (without prejudice to any other effective means of serving it) may be served on the Borrower personally or by post to the address of the Borrower last known to AFPLC. Any such communication delivered personally shall be deemed to have been received immediately upon delivery and any such communication sent by post shall be deemed to have been received two (2) calendar days following the day on which it was posted, even if returned undelivered.
11. All loans are subject to the specific approval of AFPLC. AFPLC reserves the right to reject any loan application without assigning any particular reasons.

I certify that the information and details given in the above Loan Application are in all respects true, complete and accurate.

I have not withheld any information on my financial position or commitment that might affect the decision of Abans Finance PLC(AFPLC) on this Application. I hereby authorize AFPLC to make inquiries relative to the statement/information given in this Application, which it considers necessary and for that purpose to disclose to and seek from any other bank, lender or any other party any additional information including the details of my financial affairs and I hereby irrevocably authorize the above parties to supply such information to AFPLC. I further agree to update the information given above to ensure that it is reasonably accurate at all times. I further acknowledge that I have read the above Terms and Conditions applicable to Loans granted by AFPLC and that I am aware of the obligations, liabilities and rights there under and I accept the said Terms and Conditions.

.....
Signature of the Borrower
Date

RS. 100/= Stamp

Witnesses	1. Name.....	Signature.....	Date.....
	2. Name.....	Signature.....	Date.....

PROMISSORY NOTE

On thisday
Of20....
Abans Finance PLC,
Colombo.

Rs.

I, the undersignedof.....
.....(bearing NIC No.....V) do hereby certify that I have
borrowed on application and received on this day a sum of Rupees
.....(Rs.) in lawful money of Sri Lanka. I do hereby promise and undertake to repay on
demand the aforesaid sum together with interest at the rate of per cent
(.....%) per annum from this date to the aforesaid Creditor, Abans Finance
PLC or to the heir, executors administrators &
assignee etc. until payment in full.

In witness hereby I have placed my usual signature to this document. (Read and signed as understood)

.....
Signature Name

Witness

- 1. (NIC No.)
- 2. (NIC No.)

Additional Information Sheet

1. Spouse details of Guarantor's

a) 1st Guarantor's

Name		
Address	Residence	Office
Tel :		

b) 2nd Guarantor's

Name		
Address	Residence	Office
Tel :		

Applicants Residential Details

Permanent

Temporary

Rented

Government

Others

please state

(a) Details of present Residential place

Address :	Telephone No. :
	Gramasewaka Division :
Sketch leading to the residence :	

(b) Details of permanent residency (at differ from presons residence)

Address :	Telephone No. :
	Gramasewaka Division :
Sketch leading to the residence :	

(c) In case of emergency person be Contacted

Name :	Telephone No. :
Address :	Relatson Ship :

PARTICULARS OF GUARANTORS

GUARANTORS PARTICULARS	GUARANTOR 1	GUARANTOR 2		
1. Name with initials				
2. Names denoted by initials				
3. Address				
4. Nationality,				
5. NIC/ DL/ PP No.				
6. Date of Birth				
7. Telephone Nos. (Res) (Office)				
8. Name & Address of the present Employer				
9. Designation				
10. District /Province				
11. Period of service				
12. EPF / W & OP No.				
13. Present Salary : Other allowances : Deductions : Net salary :				
14. Name of the Welfare Society Of which you are a member				
14. EXISTING LIABILITIES /DEBITS OF GUARANTOR (1)				
Name of the Institutions	Amount Borrowed	Balance payable as at date	Monthly Installment	Security Given
1.				
2.				
3.				
15. GUARANTEES GIVEN BY GUARANTOR (1)				
Name of the Beneficiary	Amount guaranteed	Guaranteed on whose behalf	Amount Outstanding	
1.				
2.				
3.				
16. EXISTING LIABILITIES / DEBITS OF GUARANTOR (2)				
Name of the Institutions	Amount Borrowed	Balance payable as at date	Monthly Installment	Security Given
1.				
2.				
3.				
17. GUARANTEES GIVEN BY GUARANTOR (2)				
Name of the Beneficiary	Amount guaranteed	Guaranteed on whose behalf	Amount Outstanding	
1.				
2.				
3.				

I hereby confirm that I agree to act as a Guarantor in connection with a loan facility of Rs..... requested for, by..... and I have furnished the above information with full knowledge of the liability to be assumed and knowing that in considering credit to the said Applicant Abans Finance PLC. will rely on the particulars given above.

.....
Signature of the Guarantor (1)

.....
Date

I hereby confirm that I agree to act as a Guarantor in connection with a loan facility of Rs..... requested for, byand I have furnished the above information with full knowledge of the liability to be assumed and knowing that in considering credit to the said Applicant Abans Finance PLC. will rely on the particulars given above.

.....
Signature of the Guarantor (2)

.....
Date

GUARANTEE AND INDEMNITY

LOAN AGREEMENT NO:

To: ABANS FINANCE PLC
Of No. 456, R. A. De Mel Mawatha, Colombo 3 and its successors-in-title and assigns. (hereinafter called "the Lender")

- 1. In consideration of your granting a loan facility of (hereinafter called "the Borrower" which expression shall include his/her/its heirs, executors and administrators its successor in-title and permitted assigns) We/I the undersigned do and each of us do hereby jointly and severally guarantee the punctual repayment by the Borrower of all capital, interest and all other sums whatsoever due under and in terms of your Letter of Offer dated addressed to the borrower, including the payment of any award taken by the principal in any arbitration and the due performance of all the borrower's obligations thereunder and We/I and each of us further jointly and severally undertake to indemnify you on demand against all losses, expenses (including legal costs on a full indemnity basis) charges and damages incurred or suffered by you in consequence of any failure by the Borrower to perform any of the borrower's obligations under the said Letter of Offer and to pay you on demand in Colombo all sums of money due to you from the borrower of which the borrower is in default of payment together with all interest and other charges payable by the borrower.
2. We/I and each of us further jointly declare and specifically agree that our and each of our liability under this Guarantee and Indemnity shall be as principal debtors and not merely as sureties and shall be a continuing security and shall be irrevocable and our and each of our liability shall not be in any way discharged, diminished or affected by the granting of time or indulgence to the borrower or by the effecting of any compromise with the borrower or any agreement not to sue the borrower or any variations of the said Letter of Offer or any change in the constitution of the borrower and our and each our liability hereunder shall subsist whether or not you have a legal right and whether or not you have availed yourself of your legal remedies against the Borrower and our and each of our liability shall also extend to cover any renewal or renewals of the said Letter of Offer and that this Guarantee and Indemnity shall not be affected or prejudiced by other Guarantees and/or Indemnities and any other forms of security now or hereafter held by you.
3. We/I and each of us further agree that no relaxation, forbearance or indulgence granted by you to the Borrower or to us or one of us shall affect our liability to you hereunder no shall any release of or agreement not to sue one of us affect the liability of the other or others of us hereunder and that this Guarantee and Indemnity shall bind our and each of our respective heirs, personal representatives, successors-in-title and assigns and shall not be determined or affected in any way by the resignations, death or insanity of any one of us.
4. We/I specifically agree that you shall be at liberty either in one action to sue the Borrower and us or each of us and also any other person or persons all jointly and severally or to proceed in the first instance against us only and further that we hereby renounce the right to claim that the Borrower should be excused or proceeded against by action in the first instance and the right to claim that you should divide your claim in any action bring actions against us or any other person or persons whomsoever each for his portion pro rata and the right to claim in any action brought against us with or without all or any other person that you should only recover from us a pro rata share of the amount claimed and all other rights and benefits to which sureties are or may by any law be entitled IT BEING AGREED that we are liable in all respects hereunder as principal debtor to the extent aforementioned including the liability to be sued before recourse is had against the Borrower.
5. In the event to the Borrower's default in fulfilling his/its obligations and the repayment of all monies due to you, I/We hereby undertake, bind and oblige myself/ourselves to pay you on demand in Colombo, all sums of money due to you from the borrower which the borrower is in default of payment together with all interest and other chargers payable by the borrower in respect of facilities granted under the said Letter of Offer as aforesaid.
6. We/I and each of us agree not to plea on the Prescription Ordinance or Prescription as a bar to your suing me or any one of us for the recovery of the monies herein mentioned or any part thereof.

The contents of this document have been read over and explained and understood and signed by me.

Dated this
Guarantor 1 Signature Full Name Address NIC/DL/PP No Witness Signature Name Address NIC/DL/PP No
Guarantor 2 Signature Full Name Address NIC/DL/PP No Witness Signature Name Address NIC/DL/PP No