# Family Loan Agreement

Between the lender and the borrower named below. Effective on the date of the last signature.

## Lender

FULL NAME

EMAIL

PHONE

PAN

ADDRESS

## Borrower

FULL NAME

EMAIL

PHONE

PAN

ADDRESS

## Loan terms

LOAN AMOUNT (₹)

DISBURSEMENT DATE

PAID BY

INTEREST RATE (% P.A.)

INTEREST TYPE

TENURE (MONTHS)

REPAYMENT

INSTALMENT AMOUNT (₹)

FIRST INSTALMENT

PURPOSE OF LOAN

REPAYMENT FROM ACCOUNT (BANK, LAST 4)

## Conditions

1. Loan, not gift. The parties intend this to be a loan that must be repaid, not a gift.
2. Relationship. The lender and borrower are related as stated below.
3. Death of lender. If the lender dies before repayment, the outstanding amount is payable to the lender's legal heirs or nominee on the same schedule.
4. Forgiveness. The lender may waive part or all of the loan only by a signed written note, which may be treated as a gift for tax purposes.

5. Prepayment. The borrower may repay early, in part or full, without penalty unless stated otherwise in writing.
6. Default. If an instalment is more than 30 days late, the lender may give 15 days' written notice and then demand the full outstanding amount with interest to date.
7. Late payment. Overdue amounts carry additional interest of 2% per annum above the agreed rate until paid.
8. Loans of ₹20,000 or more must be given and repaid through a bank account, UPI or cheque, not cash (Income Tax Act, sections 269SS and 269T).

RELATIONSHIP TO LENDER

Initials

## General terms

- Governing law. This document is governed by the laws of India.
- Entire agreement. This document is the whole agreement between the parties on its subject and replaces earlier discussions.
- Amendments. Changes are valid only in writing signed by both parties.
- Severability. If a clause is unenforceable, the rest of the document still applies.
- Notices. Notices may be sent to the email addresses given above and take effect on delivery.
- Electronic signatures. The parties agree to sign electronically; electronic signatures and records are valid under the Information Technology Act, 2000.

COURTS OF (CITY) FOR DISPUTES

**Lender**

SIGNATURE

PRINTED NAME

DATE

**Borrower**

SIGNATURE

PRINTED NAME

DATE