



Loan Policy

B-1073, Oberoi Gardens Estate,
Chandivali, Andheri East,
Mumbai - 400072
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1. Eligibility

Employees who have completed four years of continuous service with the company shall be eligible to apply for loan.

2. Purpose for which loan can be applied

- Housing
- 2/4 wheeler
- Treatment of self and / or family member (self, spouse, children, parents).
- Wedding (self)

NOTE: PERSONAL LOANS WILL NOT BE APPLIED FOR AND SANCTIONED.

3. Loan Amount

The loan amount shall not exceed 2 months of current gross salary multiplied by number of completed years of continuous service with the company or Rs. 15 Lakh whichever is less.

Illustration 1.

- Gross salary per month Rs 56,000/-
- Years of continuous service with the company 4 years 5 months,
- Loan amount eligibility Rs 448,000/- = (56,000 x 2 x 4)

Illustration 2.

- Gross salary per month Rs 1,15,000/- per month,
- Years of continuous service with the company 8 years 9 months
- Loan amount eligibility 15,00,000/- (Rupees Fifteen Lakh only) and NOT Rs 18,40,000/-

4. Interest on Loan

The loan shall bear a subsidized rate of interest of 0% per year. However, as per Sec 17(2) of the Income Tax Act, the amount of interest on loan shall be treated as perquisite and added to the income of the employee. Taxes will be payable on the added income as per normal tax slab rates applicable. Rate of Interest which will be used to compute the amount of perquisite to be added to the income shall be based on SBI lending rates.

5. Loan Repayment

- **Equated Monthly Instalment (EMI)**- EMI shall be based on gross salary.
- **Gross salary** - Minimum EMI shall be 10% of the gross salary to be deducted from the salary every month. Employees desirous to pay higher amounts per month can do so. However, maximum deduction from salary per month shall be capped at 30% of the monthly gross salary.

6. Disbursement of Loan

The loan shall be disbursed based on the payment demand note as illustrated below or in one lump sum as the case may be.

Illustration 3

#	Item	Illustration 1	Illustration 2
1	Loan sanctioned in June 2021	580,000/-	320,000/-
2	Demand note received in June 2021	300,000/-	400,000/-
3	Loan amount disbursed in June 2021	300,000/-	320,000/-
4	Demand note received in August 2021	300,000/-	-
5	Loan amount disbursed in Aug 2021	280,000/-	-
	Total loan disbursed (3+5)	580,000/-	320,000/-

7. Maximum number of times a person can avail of loan.

- Once to the extent of full eligibility. If full eligible amount is not availed off in the first instance, employee can apply for a second time to the extent of full eligibility at the time of first loan minus the amount already availed.
- In case loan availed to the full eligibility, subsequent loan can be applied only after the previous one has been re-paid in full.

8. Application Procedure

- Determine your eligibility
- Apply for the loan in the prescribed application form. The Application Form for Loan is attached as Annexure I to this document. The application shall be made in soft copy.
- After the loan has been approved, prepare the Loan Agreement. The format of Loan Agreement is attached as Annexure II to this document. The agreement shall be prepared in Rs. 100/- stamp paper.

9. Documents Required

- Proof of purpose for which loan is applied.

Management has reserved all the rights related to approval/rejection of all kind of loan application.

Annexure I

<u>Application for Loan</u>					
Date of Application :	Employee-Code :				
Name of Employee :					
Date of Joining the Company :					
Purpose for which loan is required :					
Amount of loan required :					
Whether the employee is sole or joint owner of the property/motor vehicle	:	Yes		No	
Total price of the property (Attach sale agreement/ allotment letter)	:				
Whether the employee has paid own share of the cost	:	Yes		No	
(If Yes, the proof of such (mention value as per policy payment to be attached)					
Signature of the Employee					
For Office Use					
Eligibility	:				
Loan amount approved	:				
EMI (per cent of gross salary per month) to be deducted from salary	:	10%	20%	25%	30%
Signature of approver	Date :				

Annexure II

Loan Agreement

THIS LOAN AGREEMENT made at Mumbai on this **XX** day of **XXXXXXXX** 2012 BETWEEN **(name of the employee)** Daughter/Son of **(name of employee's father)** resident of **(permanent address of the employee)** (hereinafter referred to as the "employee" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the ONE PART

AND

Web Access India Private Limited a Company incorporated under the Companies Act, 1956 and having its Registered Office at **B-1073, Oberoi Garden Estate, Chandivali, Andheri (East), Mumbai – 400 072** (hereinafter referred to as the "employer" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the OTHER PART.

Now this agreement witnesseth as under:

1. he employee is in employment of the employer since **XX-XX-XXXX**
2. The employee is desirous of availing a loan from the employer and has approached the employer for sanctioning of loan of Rs. **XX,XXX**
3. The employer has agreed to pay the loan amount of Rs. **XX,XXX**
4. The employee will repay the loan amount by way of equated monthly instalment of **XX%** per cent of the latest per month gross salary of the employee.
5. The equated monthly instalments of loan repayment will be directly deducted from every month's salary of the employee.
6. The employee shall not leave the employment of the company until the loan amount is fully repaid.
7. The employer is providing the loan in the belief that the employee will be working for the company for a longer period and hence the company is charging a concessional rate of interest on such loan at NIL%.
8. The concession in interest rates compared to the rate of interest prescribed in the Income Tax shall be treated as perquisites and on such perquisites the employee will bear the tax liability if any as per the provisions of Income Tax Act 1961.
9. In case of default in payments by the employee and/or in case of discontinuance of the employment by the employer, the employer will have the legal rights to make good the principal amount of loan from the employee through legal means. In such cases the defaulter employee shall have to pay on such defaulted amount an interest at the rate of 18% per year from the date of default.
10. That upon termination of the employment of the employee from the employer, The employee shall repay the full loan amount and interest thereon as applicable and the Employer has a right to any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach. This agreement

shall be binding upon the employee and his representatives and successors in interest, and shall inure to the benefit of the employer its successors and assigns.

Employee Name	For Web Access (India) Pvt. Ltd.
XXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXX
Address: Line 1	Address: B-1073, Oberoi Garden Estates,
Line 2	Chandivali Farm Road, Chandivali
Line 3	Andheri (E), Mumbai -72
Line 4	
Signature	Signature
Witnesses	
Name: XXXXXXXXXXXXXXXXXXXXX	Name: XXXXXXXXXXXXXXXXXXXXX
Address: Line 1	Address: Line 1
Line 2	Line 2
Line 3	Line 3
Line 4	Line 4
Signature	Signature
Place : XXXXXX	Place : XXXXXX
Date : XX-XX-XXXX	Date : XX-XX-XXXX