

**Key Fact Document (KFD)**  
**Sustainable Finance – Lease facility**  
**Merchant Bank of Sri Lanka & Finance PLC**

**1. Product – Sustainable Finance - Lease facility (Sus. Fin. - Lease)**

The transition to electric vehicles (EVs) is a key component of efforts to reduce greenhouse gas emissions and combat climate change. Lease facilities tailored for electric vehicles, i.e. Motor Cars and Motor bikes under the umbrella of sustainable financing.

**2. Objectives**

Leasing facility specifically designed for electric vehicles, allowing individuals and businesses to use EVs without the need for a large upfront investment. Lease terms may vary based on the preferences and needs of the lessee, offering flexibility in terms of lease duration, mileage allowances, and end of lease options. These facilities provide accessible and affordable options for acquiring electric vehicles while promoting sustainability.

**3. Key Features & Benefits**

- Hassle free leasing solutions
- Personalized customer service
- Flexible repayment options that suits customer’s repayment capacity and cash flows can best structured
- Attractive interest rates.
- Minimum documentation
- Door-Step Service

**4. Loan Value/Exposure & Period**

	<b>Electric Car</b>	<b>Electric Bike</b>
Exposure - Brand New/ Unregistered	75%	50%
Period – Maximum	5years	3years

**5. Eligibility**

- Individuals for personal usage (above 18 years & below 65 years of age)
- Business entities/ Proprietorship/ Partnerships/ Limited Liability Companies under all business sectors described in Sri Lanka Green Finance Taxonomy issued by Central Bank of Sri Lanka in May 2022.
- The purpose of the facility should purchase of Electric Cars and Motor bikes.
- Should have an acceptable / proven repayment capacity
- Should have a Satisfactory past track record. (CRIB record)

## 6. Interest Rates & Other charges

### 6.1 Interest Rates

Interest rates are based on the decision taken by the ALCO committee based on the market conditions from time to time. In addition, depending on the Vehicle type and year of manufacture the rate of interest may vary in the range between 14.00% to 22.00% p.a.

### 6.2 Other Charges

#### 6.2.1. Documentation Charges

Up to LKR 499,999	LKR 5,000.00
LKR 500,000- LKR 999,999	LKR 9,000.00
LKR 1,000,000 – LKR 1,999,999	LKR 11,000.00
LKR 2,000,000 – LKR 2,999,999	LKR 12,500.00
LKR 3,000,000 – LKR 4,999,999	LKR 15,000.00
LKR 5,000,000 - LKR 9,999,999	LKR 20,000.00
Above LKR 10,000,000	Min. LKR 25,000.00
<b>Motor Bike Lease Product Code 2007 - Up to 500,000.00</b>	LKR 7,500.00
<b>Motor Bike Lease Product Code 2007 - Above 500,000.00</b>	LKR 10,000.00

#### 6.2.2 RMV Registration charges

Government approved RMV Vehicles registration charges will be applicable.

#### 6.2.3 Penalty Interest on non-payment/ delayed payment of the monthly Installments (if any)

An overdue interest at **Three percent (3%)** per month will be charged on the delayed period in the event of installments are unpaid on the due dates.

#### 6.2.4 Early Settlement of facility

In the event of early settlement by borrower, granting concession for the future interest of the facility is at the sole discretion of MBSL.

#### 6.2.5 Other Charges Applicable

No.	Description of Charge / Fee	Charges / Fees (LKR)
1	Balance Confirmation	1,000.00
2	No arrears letters	250.00
3	Customer repayment History	250.00
4	Invoices for External finance company settlement	250.00
5	Duplicate Deletion letters - all vehicle categories	2,000.00

6	No objection letters	1,000.00
7	Settlement letters	750.00
8	Invoice to 3 <sup>rd</sup> Party lenders / Buyers	1,500.00
9	Copy of certified CR book	500.00
10	Cheque Return charges	2,500.00
11	Cheque Returns - Payments stop by the drawer	5,000.00

## **7. Securities to be obtained & exposures to be granted**

Absolute ownership over the motor car or motor bike.

1. Motor Car -Brand new / unregistered Exposure: up to 75%.
2. Motor Bike -Brand new / unregistered Exposure: up to 50%.
3. Personal Guarantors.

### **7.1 Documents needed**

#### **7.1.1 Individual Customers**

1. Duly completed application form / Assets declaration form
2. NIC copy
3. Valid Billing Proof (within 06 months)
4. Supplier's Invoice/ quotation / Performa invoice /letter of sale
5. Valuation report from the LASL Valuer
6. MTA transfer forms
7. Last 6-months bank statements (Personal & business)
8. Cash flow statements/ Income & expenses statements
9. CRIB reports (Personal & business)
10. BR Copy (if available)
11. Other income proof documents/ salary slips

#### **7.1.2 Corporate Customers- Limited Liability Companies / Quoted Companies**

1. Certificate of Incorporation
2. Articles of Association
3. Copies of form 1, latest form 13, form 15, form 20
4. Tax Payment Receipts/ Income Tax (Latest).
5. Board Resolution
6. Last three years Audited accounts.
7. Current year Management's accounts/Cash flow statements
8. Last 6-months bank statements
9. CRIB Reports (business / Directors)

10. Any other required documents.

### **7.1.3 Guarantors**

1. Duly completed Assets declaration form
2. NIC copy / valid billing proof (within 06 months)
3. Income Statements (Salary Confirmation letter/ recent salary slips/ Bank statements/business income proof)

### **7.1.4 General**

1. Photos of the Residence /Business and Security Offer (Car/Bike)
2. Inspection report

## **8. Procedure to be followed**

1. All potential customers are invited to the nearest Branch and discuss about their requirements.
2. After the discussion, Branch will evaluate and start the process depending upon the customer's requirement. Approval will be obtained according to the approved DOA.

## **9. Main terms & conditions**

- Vehicle/Equipment to be registered in lessee's name with absolute ownership in favor of MERCHANT BANK OF SRI LANKA & FINANCE PLC. The Vehicle must be insured through the MBSL and the insurance policy for same should be assigned in favor of MBSL.
- The said insurance policy should be renewed annually. The cost of obtaining such insurance policy and renewing such policy shall be borne by the Lessee.

## **10. Termination & Recovery - Legal Procedure**

Where the Lessee fails to comply with certain terms and conditions of the Lease in such circumstances as would amount to a substantial failure of the Lease, the Lessor may subject to the provisions of Article 22 and 23 of MBSL Lease Agreement:

### **10.1 Legal Provisions applicable**

1. Finance Leasing Act No. 56 of 2000 based on scenarios, below directions also would be referred.
2. Consumer Credit Act No. 29 of 1982
3. Contract Law
4. Civil & Criminal Law of Sri Lanka

## **11. Complaint handling procedure**

1. Customers can lodge complaints with regard to our products or services by either;
2. Visit to the nearest branch and make the complaint to the Branch Manager.
3. Call & Lodge a complaint through our customer care

**Hotline 011 - 4 711 711 OR**

via **E- mail – info@mbslbank.com / customercare@mbslbank.com**

4. **By post** - make a complaint in writing to the;

**AGM Marketing & Product Development**

**Merchant Bank of Sri Lanka & Finance PLC,**

**No.28, BOC Merchant Tower,**

**St. Michael's Road,**

**Colombo 03.**

**Key Fact Document (KFD)**  
**Sustainable Finance – Personal Loan**  
**Merchant Bank of Sri Lanka & Finance PLC**

**1. Product – Sustainable Finance – Personal Loan (Sus Fin-PL)**

In response to global challenges such as climate change, social inequality, and resource depletion, there is a growing demand for sustainable financing solutions that address these issues and contribute to a more sustainable future.

In line with this, MBSL has introduced a Personal Loan scheme mainly aimed to fulfill purchase Solar energy systems, covering the upfront costs of purchasing and installing Solar Photovoltaic (PV) systems.

These facilities provide financing for the installation, maintenance, and operation of Solar PV systems.

This product is offered to the market essentially to attract salaried individuals working for companies with acceptable key performance indicators and employees of state institutions.

**2. Objectives**

The Primary objectives of sustainable financing is that to:

1. Address environmental challenges such as climate change, biodiversity loss, and pollution.
2. Promote social inclusion, equality, and access to basic services and requirement of the general public.
3. Generate long-term value for stakeholders while minimizing negative impacts on society and the environment.
4. Increase contribution margins through improving revenue and capitalize on new opportunities presented by Green transition.
5. To embrace & go along with the environmental and socially responsible practices, MBSL creates the opportunity to attract a broader customer base that values sustainability, thereby increasing deposits and investments.
6. Improve overall Brand image and gain competitive advantages.

**3. Eligibility Criteria**

1. The purpose of the facility should purchase and installing Solar PV systems.
2. Applicant should be over 18 years and below 60 years (the loan period will limit accordingly).
3. Be a professional or a permanent employee of a reputed organization (Not a business

- person).
4. Monthly salary should be above Rs.150,000/- (basic+ fixed allowances).
  5. Should have a satisfactory past track record of 2 years- CRIB records.
  6. Ability to submit salary undertaking letter from the employer of the customer to remit the monthly Salary or the Instalment amount to MBSL savings account.

#### **4. Loan Value, Interest Rates & Charges**

##### **4.1 Loan Value**

Maximum Loan amount Rs.2.0Mn or 75% of the Invoice value (subject to DSCR- take home 40%) whichever is lower.

##### **4.2 Period / tenor**

Maximum 5 years.

##### **4.3 Interest Rates**

Interest rates are based on the decision taken by the ALCO committee depending on the asset quality, customer risk profile and market conditions. Interest rate range between 18.00% to 25.00% p.a.

##### **4.4 Charges**

###### **4.4.1 Documentation Charges**

Minimum LKR. 10,000/- or 0.25% of the Loan value.

###### **4.4.2 Penalty Interest on non-payment/ delayed payment of the monthly installments (if any).**

An overdue interest at **Three percent (3%)** per month will be charged on the delayed period in the event of installments are unpaid on the due dates.

##### **4.5 Early Settlement of facility**

In the event of early settlement by borrower, granting concession for the future interest of the facility is at the sole discretion of MBSL.

##### **4.6 Other Charges Applicable**

<b>No.</b>	<b>Description of Charge / Fee</b>	<b>Charges / Fees (LKR)</b>
1	Balance Confirmation	1,000.00
2	No arrears letters	250.00
3	Customer repayment History	250.00
4	Invoices for External finance company settlement	250.00
5	Settlement letters	750.00

## **5 Documentation**

1. Dully filled personal loan application.
2. Original or certified copies of recent salary slips within last three months.
3. Salary confirmation letter from the employer.
4. Certified NIC copy.
5. Certified Billing proof (within 6 months).
6. Certified bank statements for the last 3 months (salary remittance).
7. Undertaking letter from employer of the customer to remit the monthly Salary or the Instalment amount to MBSL savings account.
8. Invoice for solar has to be produced to receive the concessionary rate (Loan proceeds will be directly paid to the Supplier as per the Bank/Branch details mentioned in the Invoice).

## **6 Resident Status**

The customer must be a resident of Sri Lanka. No exceptions to be accommodated.

## **7 Calculation of Income**

Monthly basic salary – including cost of living and budgetary allowances. (All fixed allowances can be considered for calculation of DSCR).

## **8 Collateral**

1. A letter of undertaking from the employer to remit the installment or salary directly to MBSL.
2. Two personal guarantors.
3. Offer Letter.
4. Personal loan agreement.
5. Guarantee bond.

## **9 The Repayment**

Fixed monthly installment.

## **10 Procedure to be followed**

- All potential customers are invited to the nearest Branch and discuss about their requirements.
- After the discussion, Branch will evaluate and start the process depending upon the customer's requirement.
- Approval will be obtained according to the approved DOA.

## **11 Legal provision applicable**

1. Consumer Credit Act No. 29 of 1982.
2. Contract Law.
3. Civil & Criminal Law of Sri Lanka.



## 12. Main terms and conditions

1. Loan is repayable on demand without previous notice to the applicant or at any time as required by the Bank.
2. The applicant undertakes to keep the MBSL informed of any change/status in his/her current employment.
3. The officers of MBSL are authorized to visit the applicant's place of employment or residence for the purpose of recover of dues such visiting charges should be borne by the applicant.
4. MBSL is entitled to set off, utilize, apply and/or appropriate any monies lying to credit in the books of MBSL in any deposit or investment accounts or in any other account or accounts in or towards the discharge or part discharge of the monies then due owing and payable by you to MBSL on this facility and/or to apply or hold the same in or towards the payment or satisfaction of any of liability to MBSL whether certain or contingent. MBSL shall notify forthwith upon the exercise or purported exercise of any right of set-off giving full details in relation thereto.
5. Offer Letter and Agreement shall be executed which shall contain all other terms and conditions pertaining to this facility. .
6. The disbursement of the loan facility is subject to acceptance of the terms & conditions stated in this offer letter, completion of the security documents obtaining applicable insurance policies and fulfillment of other related formalities as appropriate, to the satisfaction of MBSL.
7. A fire insurance policy to the value in respect of the Buildings fixing the Solar system/panels, from an insurer acceptable to MBSL and the said policy should be assigned in favor of MBSL. The said policy should be renewed annually, failing which MBSL reserves the right to renew same and the charges will be debited to your loan account.

## 13. Termination & Recovery - Legal Procedure

In the event, MBSL terminates the facility in terms of the previous contained herein MBSL shall be entitled to initiate legal action against the applicant and or guarantors in order to recover the monies outstanding to MBSL together with all costs incurred in the legal proceedings including stamp duty, legal fees etc.

## 14. Complaint handling procedure

Customers can lodge complaints with regard to our products or services by either;

1. Visit to the nearest branch and make the complaint to the Branch Manager.
2. Call & Lodge a complaint through our **Customer care hotline 011 - 4 711 711** or via **E-mail – info@mbslbank.com / customercare@mbslbank.com**
3. **By post** - make a complaint in writing to the;  
**AGM Marketing & Product Development**  
**Merchant Bank of Sri Lanka & Finance PLC,**  
**No.28, BOC Merchant Tower,**  
**St. Michael's Road,**  
**Colombo 03.**

**Key Fact Document (KFD)**  
**Sustainable Finance - Term Loan**  
**Merchant Bank of Sri Lanka & Finance PLC**

**1. Product – Sustainable Finance - Term Loan (Sus Fin-TL)**

In response to global challenges such as climate change, and resource depletion, there is a growing demand for sustainable financing solutions that address these issues and contribute to a more sustainable future.

In line with this, MBSL has introduced a Term Loan scheme mainly aimed fulfilling the purchase of Solar energy systems, covering the upfront costs of purchasing and installing Solar Photovoltaic (PV) systems.

This product provides financing for the installation, maintenance, and operation of Solar PV systems.

**2. Key Features & Benefits**

1. Attractive interest rates.
2. Minimum loan disbursement period.
3. Repayment terms up to 84 Months (07 years)
4. Speedy customer Service.

**3. Eligibility**

Individuals for personal usage (over 18 & below 65 years of age) and Business entities/ Proprietorship/ Partnerships/ Limited Liability Companies under all business sectors described in Sri Lanka Green Finance Taxonomy issued by Central Bank of Sri Lanka in May 2022.

1. The purpose of the facility should purchasing and installing Solar PV systems and finance working capital requirements for Sustainable projects.
2. Should have an acceptable / proven repayment capacity.
3. Should have satisfactory past track record of 2 years (CRIB record).

**4. Loan Value, Interest Rates & Other charges**

**4.1 Loan Value**

Up to 75% of the total amount of the invoice value or the value of the Immovable Property offered (including VAT if applicable depending on the repayment capacity of the applicant) whichever is lower.

## 4.2 Period / tenor

Maximum 7 years (84 months).

## 4.3 Interest Rates

Interest rates are based on the decision taken by the ALCO committee depending on the asset quality, customer risk profile and market conditions. Interest rate range between 14.00% to 23.00% p.a.

## 4.4 Charges

### 4.4.1. Documentation Charges

Up to LKR 1.0Mn	LKR 7,500.00
> LKR 1.0Mn - LKR 5.0Mn	LKR 15,000.00
> LKR 5.0 Mn & ≤ LKR 12.5 Mn	LKR 30,000.00
>LKR 12.5 Mn & ≤ LKR 15 Mn	<b>Min. LKR 35,000 / Max. 50,000</b>
>LKR 15 Mn	<b>Min. LKR50,000/- Max 0.5% of the facility value</b>

### 4.4.2. Legal Fees

The fees payable for Panel Lawyers for evaluation of title of immovable properties offered as Security and for preparation of Title reports and the fees charged by MBSL and Panel Lawyers for preparation and execution of Mortgage Bonds are set out below:

1. For Title verification & Preparation of Title Report – LKR7,500/-.
2. Legal fees for preparation & execution of Mortgage Bonds - 1% of the facility amount (Minimum LKR10,000.00 Maximum LKR 1,000,000.00).

### 4.4.3. Penalty Interest on non-payment/ delayed payment of the monthly Installments (if any)

An overdue interest at **Three percent (3%)** per month will be charged on the delayed period in the event of installments are unpaid on the due dates.

### 4.4.4. Early Settlement of facility

In the event of early settlement by borrower, granting concession for the future interest of the facility is at the sole discretion of MBSL.

#### 4.4.5 Other Charges Applicable

No.	Description of Charge / Fee	Charges / Fees (LKR)
1	Balance Confirmation	1,000.00
2	Certify copy of Deed & Plan	750.00
3	No arrears letters	250.00
4	Customer repayment History	250.00
5	Invoices for External finance company settlement	250.00
6	Settlement letters	750.00
7	Invoice to third party lenders / Buyers	1,500.00
8	Cheque Return Charges	2,500.00
9	Cheque Returns - Payments stop by the drawer	5,000.00
10	Legal fees for preparation and execution of Deed of release (misplaced)	7,500.00

#### 5. Securities to be obtained & exposures to be granted

1. Mortgage of Immovable property - all legal documentation/ requirements should be completed as granting a normal Term Loan facility.
2. Exposure: up to 75% of the total amount of the invoice value or the value of the Immovable Property offered (including VAT if applicable depending on the repayment capacity of the applicant) whichever is lower.

#### 6. Special / other conditions

1. The property where the Solar panel installment must be owned by the applicant.
2. Property or lease agreement of 99 years (Proof documents required).
3. Stage wise payment release depending on the customer requirement or as per the decision of the approval authority.

#### 7. Procedure to be followed

1. All potential customers are invited to the nearest Branch and discuss about their requirements.
2. After the discussion, Branch will evaluate and start the process depending upon the customer's requirement.
3. Approval will be obtained according to the approved DOA.
4. All other requirements stated in the Credit policy/ Procedure will apply.

## **8. Documents needed**

### **8.1 Individual Customers**

1. Duly completed application form / Assets declaration form.
2. Certified NIC copy.
3. Certified Billing Proof (within 6 months).
4. Last 6-month bank statements (Personal & business).
5. Cash flow statements/ Income expenses statements/ Other income proof documents.
6. CRIB report (Personal & business).
7. Certified BR Copy (if available).

### **8.2 Corporate Customers- Limited Liability Companies / Quoted Companies**

1. Certificate of Incorporation.
2. Articles of Association.
3. Copies of form 1, latest form 13, form 15, form 20.
4. Tax Payment Receipts/ Income Tax (Latest).
5. Board Resolutions.
6. Last three years Audited accounts.
7. Current year Management's accounts/Cash flow statements.
8. Last 6-month bank statements.
9. CRIB Report (business / Directors).
10. Any other required documents.

### **8.3 Documents related to Security- Property Mortgage**

1. Original of the Title Deed of the present owner.
2. Original survey plan which is drawn within 10 years (Access over 10ft wide Road).
3. Local Authority documents and Tax receipt.
4. Certified land registry Extracts for 30 years.
5. Report on the title- if required.
6. Valuation report from the panel valuer.
7. Consent letters if required (Land Development Ordinance/ Fragmentation.
8. Board/ Land Reclamation and Development Corporation, Coastal Conservation Authority, etc.).
9. Approved building plan.
10. Any other documents as requested by the approval authorities/ management.

### **8.4 Following documents must additionally be submitted**

1. Invoice from the seller (Original tax invoice if VAT applicable).
2. Solar Panel Supplier should be a registered entity with 'Sri Lanka Sustainable Energy Authority' (SLSEA) and applicant should possess a valid Initial clearance letter.
3. Approval from the Electricity Board confirming the contribution towards the National Grid.

4. Assignment from the customer, if there are any excess payment to the customer from the Electricity Board to be credited to the customer savings account at MBSL.
5. Comprehensive Insurance Policy from the reputed insurance company with assignment to MBSL (for the applicant and for the property if the valuer mentioned in the valuation report depend on the loan amount).

## **9. General**

1. The property where the Solar panel installment must be owned by the applicant.
2. Property or lease agreement of 99 years (Proof documents required).
3. Stage wise payment release depending on the customer requirement or as per the decision of the approval authority.
4. All other requirements stated in the Credit policy/ Procedure will apply.

## **10. Main terms & conditions**

1. Loan is repayable on demand at any time as required by the Merchant Bank of Sri Lanka & Finance PLC (MBSL).
2. If the Government imposes any taxes or any other statutory charges in respect of loan facilities or interest thereon, these taxes and charges should be borne by the applicant.
3. Applicant is not permitted to lease out, rent out or transfer any right of whatsoever enjoyed for the time being over the property mortgaged without prior written consent of MBSL.
4. Applicant shall not create or caused to be created any other mortgage, lien or other encumbrances on the property offered as security to MBSL.
5. The officers of MBSL shall be entitled to visit your place of business or residence for the purpose of inspection of your business or books of accounts and records in respect of Applicant's business or recovering any monies due to MBSL and such visiting charges shall be borne by the applicant.
6. MBSL is entitled to set off, utilize, apply and/or appropriate any monies lying credit in the books of MBSL in any deposit or investment accounts or in any other account or accounts in or towards the discharge or part discharge of the monies then due owing and payable by the applicant to MBSL on this facility and/or to apply or hold the same in or towards the payment or satisfaction of any liability to MBSL whether certain or contingent. MBSL shall notify Applicant forthwith upon the exercise or purported exercise of any right of set-off giving full details in relation thereto.
7. A Term Loan Offer Letter and Agreement shall be executed which shall contain all other terms and conditions pertaining to the facility. .
8. The disbursement of the loan facility is subject to acceptance of the terms & conditions stated in this offer letter, completion of the security documents obtaining applicable

insurance policies (mortgage reducing/fire/title insurance policies) and fulfillment of other related formalities as appropriate, to the satisfaction of MBSL.

9. All insurance policies (which are applicable) should be assigned in favor of MBSL. The said policy should be renewed annually, failing which MBSL reserves the right to renew same and the charges will be debited to your loan account.

## **11. Termination & Recovery - Legal Procedure**

In the event, MBSL terminates the facility in terms of the previous contained herein MBSL shall be entitled to initiate legal action against the applicant/s and /or guarantor/s and foreclose on the securities provided in order to recover the monies outstanding to MBSL together with all costs incurred in the legal proceedings including stamp duty, legal fees etc.

### **11.1. Legal Provisions applicable**

1. Mortgage Act No. 06 of 1946 as amended.
2. Consumer Credit Act No. 29 of 1982.
3. Contract Law.
4. Civil & Criminal Law of Sri Lanka.
5. Secured Transactions Act No.49 of 2009.
6. Registration of Title No. 21 of 1998.
7. Arbitration Act No.11 of 1995.
8. Mediation Board Act No. 72 of 1988.
9. Recovery of Debt (Special Provisions) Act No. 2 of 1990.
10. Inland Trust Receipts Act No. 14 of 1990.
11. Finance Business Act No.42 of 2011.
12. Inland Revenue Act No.24 of 2017.

## **12. Complaint handling procedure**

1. Customers can lodge complaints with regard to our products or services by either;
2. Visit to the nearest branch and make the complaint to the Branch Manager.
3. Call & lodge a complaint through our customer care **Hotline 011 - 4 711 711** OR via **E- mail – info@mbslbank.com / customercare@mbslbank.com**
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2. Minimum loan disbursement period.
3. Repayment terms up to 84 Months (07 years)
4. Speedy customer Service.

**3. Eligibility**

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1. The purpose of the facility should purchasing and installing Solar PV systems and finance working capital requirements for Sustainable projects.
2. Should have an acceptable / proven repayment capacity.
3. Should have satisfactory past track record of 2 years (CRIB record).

**4. Loan Value, Interest Rates & Other charges**

**4.1 Loan Value**

Up to 75% of the total amount of the invoice value or the value of the Immovable Property offered (including VAT if applicable depending on the repayment capacity of the applicant) whichever is lower.



## 4.2 Period / tenor

Maximum 7 years (84 months).

## 4.3 Interest Rates

Interest rates are based on the decision taken by the ALCO committee depending on the asset quality, customer risk profile and market conditions. Interest rate range between 15.00% to 26.00% p.a.

## 4.4 Charges

### 4.4.1. Documentation Charges

Up to LKR 1.0Mn	LKR 7,500.00
> LKR 1.0Mn - LKR 5.0Mn	LKR 15,000.00
> LKR 5.0 Mn & ≤ LKR 12.5 Mn	LKR 30,000.00
>LKR 12.5 Mn & ≤ LKR 15 Mn	<b>Min. LKR 35,000 / Max. 50,000</b>
>LKR 15 Mn	<b>Min. LKR50,000/-</b>

### 4.4.2. Legal Fees

The fees payable for Panel Lawyers for evaluation of title of immovable properties offered as Security and for preparation of Title reports and the fees charged by MBSL and Panel Lawyers for preparation and execution of Mortgage Bonds are set out below:

1. For Title verification & Preparation of Title Report – LKR7,500/-.
2. Legal fees for preparation & execution of Mortgage Bonds - 1% of the facility amount (Minimum LKR10,000.00 Maximum LKR 1,000,000.00).

### 4.4.3. Penalty Interest on non-payment/ delayed payment of the monthly Installments (if any)

An overdue interest at **Three percent (3%)** per month will be charged on the delayed period in the event of installments are unpaid on the due dates.

### 4.4.4. Early Settlement of facility

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#### 4.4.5 Other Charges Applicable

No.	Description of Charge / Fee	Charges / Fees (LKR)
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10	Legal fees for preparation and execution of Deed of release (misplaced)	7,500.00

#### 5. Securities to be obtained & exposures to be granted

1. Mortgage of Immovable property - all legal documentation/ requirements should be completed as granting a normal Term Loan facility.
2. Exposure: up to 75% of the total amount of the invoice value or the value of the Immovable Property offered (including VAT if applicable depending on the repayment capacity of the applicant) whichever is lower.

#### 6. Special / other conditions

1. The property where the Solar panel installment must be owned by the applicant.
2. Property or lease agreement of 99 years (Proof documents required).
3. Stage wise payment release depending on the customer requirement or as per the decision of the approval authority.

#### 7. Procedure to be followed

1. All potential customers are invited to the nearest Branch and discuss about their requirements.
2. After the discussion, Branch will evaluate and start the process depending upon the customer's requirement.
3. Approval will be obtained according to the approved DOA.
4. All other requirements stated in the Credit policy/ Procedure will apply.

## **8. Documents needed**

### **8.1 Individual Customers**

1. Duly completed application form / Assets declaration form.
2. Certified NIC copy.
3. Certified Billing Proof (within 6 months).
4. Last 6-month bank statements (Personal & business).
5. Cash flow statements/ Income expenses statements/ Other income proof documents.
6. CRIB report (Personal & business).
7. Certified BR Copy (if available).

### **8.2 Corporate Customers- Limited Liability Companies / Quoted Companies**

1. Certificate of Incorporation.
2. Articles of Association.
3. Copies of form 1, latest form 13, form 15, form 20.
4. Tax Payment Receipts/ Income Tax (Latest).
5. Board Resolutions.
6. Last three years Audited accounts.
7. Current year Management's accounts/Cash flow statements.
8. Last 6-month bank statements.
9. CRIB Report (business / Directors).
10. Any other required documents.

### **8.3 Documents related to Security- Property Mortgage**

1. Original of the Title Deed of the present owner.
2. Original survey plan which is drawn within 10 years (Access over 10ft wide Road).
3. Local Authority documents and Tax receipt.
4. Certified land registry Extracts for 30 years.
5. Report on the title- if required.
6. Valuation report from the panel valuer.
7. Consent letters if required (Land Development Ordinance/ Fragmentation.
8. Board/ Land Reclamation and Development Corporation, Coastal Conservation Authority, etc.).
9. Approved building plan.
10. Any other documents as requested by the approval authorities/ management.

### **8.4 Following documents must additionally be submitted**

1. Invoice from the seller (Original tax invoice if VAT applicable).
2. Solar Panel Supplier should be a registered entity with 'Sri Lanka Sustainable Energy Authority' (SLSEA) and applicant should possess a valid Initial clearance letter.
3. Approval from the Electricity Board confirming the contribution towards the National Grid.

4. Assignment from the customer, if there are any excess payment to the customer from the Electricity Board to be credited to the customer savings account at MBSL.
5. Comprehensive Insurance Policy from the reputed insurance company with assignment to MBSL (for the applicant and for the property if the valuer mentioned in the valuation report depend on the loan amount).

## **9. General**

1. The property where the Solar panel installment must be owned by the applicant.
2. Property or lease agreement of 99 years (Proof documents required).
3. Stage wise payment release depending on the customer requirement or as per the decision of the approval authority.
4. All other requirements stated in the Credit policy/ Procedure will apply.

## **10. Main terms & conditions**

1. Loan is repayable on demand at any time as required by the Merchant Bank of Sri Lanka & Finance PLC (MBSL).
2. If the Government imposes any taxes or any other statutory charges in respect of loan facilities or interest thereon, these taxes and charges should be borne by the applicant.
3. Applicant is not permitted to lease out, rent out or transfer any right of whatsoever enjoyed for the time being over the property mortgaged without prior written consent of MBSL.
4. Applicant shall not create or caused to be created any other mortgage, lien or other encumbrances on the property offered as security to MBSL.
5. The officers of MBSL shall be entitled to visit your place of business or residence for the purpose of inspection of your business or books of accounts and records in respect of Applicant's business or recovering any monies due to MBSL and such visiting charges shall be borne by the applicant.
6. MBSL is entitled to set off, utilize, apply and/or appropriate any monies lying credit in the books of MBSL in any deposit or investment accounts or in any other account or accounts in or towards the discharge or part discharge of the monies then due owing and payable by the applicant to MBSL on this facility and/or to apply or hold the same in or towards the payment or satisfaction of any liability to MBSL whether certain or contingent. MBSL shall notify Applicant forthwith upon the exercise or purported exercise of any right of set-off giving full details in relation thereto.
7. A Term Loan Offer Letter and Agreement shall be executed which shall contain all other terms and conditions pertaining to the facility. .
8. The disbursement of the loan facility is subject to acceptance of the terms & conditions stated in this offer letter, completion of the security documents obtaining applicable

insurance policies (mortgage reducing/fire/title insurance policies) and fulfillment of other related formalities as appropriate, to the satisfaction of MBSL.

9. All insurance policies (which are applicable) should be assigned in favor of MBSL. The said policy should be renewed annually, failing which MBSL reserves the right to renew same and the charges will be debited to your loan account.

## **11. Termination & Recovery - Legal Procedure**

In the event, MBSL terminates the facility in terms of the previous contained herein MBSL shall be entitled to initiate legal action against the applicant/s and /or guarantor/s and foreclose on the securities provided in order to recover the monies outstanding to MBSL together with all costs incurred in the legal proceedings including stamp duty, legal fees etc.

### **11.1. Legal Provisions applicable**

1. Mortgage Act No. 06 of 1946 as amended.
2. Consumer Credit Act No. 29 of 1982.
3. Contract Law.
4. Civil & Criminal Law of Sri Lanka.
5. Secured Transactions Act No.49 of 2009.
6. Registration of Title No. 21 of 1998.
7. Arbitration Act No.11 of 1995.
8. Mediation Board Act No. 72 of 1988.
9. Recovery of Debt (Special Provisions) Act No. 2 of 1990.
10. Inland Trust Receipts Act No. 14 of 1990.
11. Finance Business Act No.42 of 2011.
12. Inland Revenue Act No.24 of 2017.

## **12. Complaint handling procedure**

1. Customers can lodge complaints with regard to our products or services by either;
2. Visit to the nearest branch and make the complaint to the Branch Manager.
3. Call & lodge a complaint through our customer care **Hotline 011 - 4 711 711** OR via **E- mail – info@mbslbank.com / customercare@mbslbank.com**
4. **By post** - make a complaint in writing to the;

**AGM Marketing & Product Development  
Merchant Bank of Sri Lanka & Finance PLC,  
No.28, BOC Merchant Tower,  
St. Michael's Road,  
Colombo 03.**