



Shinhan Bank

India

HOUSING LOAN - TOP UP

Name of Borrower : _____

CIF No. : _____

Loan Account Number: _____

Branch Name : _____

Relationship Manager: _____

DSA : _____

INDEX

SR NO	LIST OF CONTENT	PAGE NO
1.	Housing Loan (Top-Up) Facility Agreement	1-12
2.	Demand Promissory Note Covering Note	14
3.	Demand Promissory Note	16
4.	DP Note Delivery Cum Waiver Letter	18
5.	UDC Covering Letter	20-21
6.	Disbursement Request Letter	22
7.	Standing Instruction	24
8.	NACH Form	26
9.	Letter of Continuity For On - Demand Promissory Note	28-29
10.	Mortgage Declaration - Cum - Confirmation Letter	31-36
11.	Memorandum of Entry	38-42

Stamp Paper

HOUSING LOAN (TOP-UP) FACILITY AGREEMENT

THIS LOAN AGREEMENT (“Facility Agreement” or “Loan Agreement”) made at the place and date mentioned in the SCHEDULE hereof is entered into **BY AND AMONGST**:

1. **THE PERSON(S) IDENTIFIED AS THE BORROWER(S) IN THE SCHEDULE HEREOF** (hereinafter, collectively referred to as the “Borrowers” and individually as a “Borrower”, which expression shall, unless repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns);

AND

2. **SHINHAN BANK**, a banking company constituted, registered and in existence with the laws of the Republic of Korea, with its head office at 120 Taepyeongro 2- ga, Jung- gu, Seoul, Korea, 100724 and duly recognised by the RBI as a Scheduled Commercial Bank having branch presence in India, acting through its India branch office as more particularly identified in the SCHEDULE hereof (hereinafter referred to as the “Lender” or “Bank”, which expression shall, unless repugnant to the subject, meaning or context thereof, be deemed to mean and include their respective successors, transferees, novatees and assigns).

WHEREAS:

1. The Lender is a banking company duly constituted, registered and in existence with the laws of the Republic of Korea and is recognized as a having branch.
2. The Borrower(s) has obtained from the Lender a home-loan facility, particulars whereof are identified as the Original Loan in the SCHEDULE in terms of the Original Loan Documents.
3. The Borrower(s) is now desirous of obtaining an additional/ top-up home-loan facility to the Original Loan and based on the representations made by the Borrower(s), the Lender has agreed to provide the top-up home loan facility/ the Facility in accordance with the terms of this Agreement and the sanction letter more particularly referred to in the SCHEDULE.
4. In view of the mutual considerations, the Parties are now desirous of entering into this Agreement to record the terms and conditions of the Facility.

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions:

In this Facility Agreement and the General Terms (as defined below), unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings:

- a) **“General Terms”** means the “GENERAL TERMS AND CONDITIONS provided by the Bank, copy whereof the Borrower(s) acknowledges having received and understood. The Facility hereby agreed to be provided by the Bank shall be subject to the Borrower(s) complying with the terms and conditions set out herein and also in the General Terms, which is annexed hereto and which is also available on the website of the Lender. The General Terms shall be deemed to form part of this Facility Agreement and shall be read as if they are specifically incorporated herein. To the extent of any inconsistency or repugnancy, the contents of the Facility Agreement shall prevail for all intents and purposes.
- b) **“Original Loan”** or **“Original Facility”** means the home-loan facility originally obtained by the Borrower(s) from the Bank in respect of the Property, brief particulars whereof are recorded in SCHEDULE hereto.
- c) **“Original Loan Documents”** means the loan documents executed in respect of the Original Loan, including but not limited to the original sanction letter as referred to in the SCHEDULE hereto.

- d) All capitalised terms used but not defined in this Facility Agreement shall have the respective meanings set forth in the General Terms.

1.2. Interpretations:

The principles of interpretation contained in the General Terms shall apply to the construction of this Facility Agreement as if expressly set out herein (mutatis mundis) and a 'clause' is, unless otherwise stated, a reference to a Clause hereof.

2 AMOUNT AND TERMS OF FACILITY

- 2.1 The Borrower(s) agrees to borrow from the Bank and the Bank, at the request of the Borrower, agrees to grant, lend and extend to the Borrower(s), the Facility on the terms and conditions set out in this Facility Agreement, General Terms and the other Loan Documents.
- 2.2 The Borrower(s) shall repay the Facility including interest, charges and costs thereon in accordance with and in manner and on the date(s) specified in the Schedule hereto.
- 2.3 The Facility shall be utilized by the Borrower(s) only towards the Purpose set out in the Schedule hereto.
- 2.4 The Borrower(s) agrees, confirms and undertakes that the Bank shall not be responsible for any delay in the construction or giving possession of or completion of the Property(ies) by the developer or promoter or builder or society to the Borrower(s), or for quality, condition or fitness of construction of the Property(ies), in any manner whatsoever, even if the Bank may have approved or sanctioned any facilities to such developer or promoter or builder or development authority or given to Borrower(s) any information about such promoter or property or builder or Development Authority.
- 2.5 The Borrower(s) hereby agrees and undertakes to comply with all terms and conditions including special conditions specified in the Schedule hereto.
- 2.6 The Borrower(s) confirms that they have received a copy of the General Terms and have read and understood the General Terms and agrees to comply with the terms set out in this Facility Agreement (including Schedule), the General Terms and the other Loan Documents.

3 INTEREST, CHARGES AND REPAYMENT

- 3.1 The Borrower shall pay interest on the outstanding amount of the Facility at the rate and in the manner specified in the Schedule hereto.
- 3.2 The Borrower hereby specifically agrees that the Bank shall be entitled to change or vary the applicable interest rate (as specified in the Schedule) on account of any instruction or directive as may be issued by the Reserve Bank of India and/or any other regulatory or statutory body from time to time and/or in accordance with the General Terms and/or other factors as deemed fit by the Bank.
- 3.3 The Borrower(s) agrees and acknowledges that upfront processing fees and charges, as specified in the Schedule herein, shall be payable on the Facility, which shall be deducted from the Facility by the Lender at the time of disbursement.
- 3.4 The Borrower shall repay the Loan in instalments, as per the Repayment Schedule specified in the Scheduled hereto.
- 3.5 The Borrower(s) agrees and acknowledges that in the event the Borrower(s) fails to pay the EMIs (or part thereof) on the Due Date (as set out in Schedule hereof), the Borrower(s) shall be liable to pay Overdue Charges or default interest as set out in Schedule hereof, without any further notice and/or intimation by the Lender. The Borrower acknowledges that the EMIs are subject to modifications in terms of this Facility Agreement and/or the General Terms.

- 3.6 The Borrower(s) agrees and confirms that charging such default interest or overdue charges shall not prevent the Lender from declaring any delay or default by the Borrower in payment of any amount due and payable under this Agreement as an Event of Default; and shall not prejudice the exercise of any rights and remedies available to the Lender upon the occurrence of an Event of Default.
- 3.7 The Borrower(s) agrees and acknowledges that while the Loan and the Original Loan are distinct loan facilities and the EMI referred in this Section 3 shall be payable in addition to the EMI payable in respect of the Original Loan, the Security shall secure both loans on a pari passu basis and until the full and final payment of both the loans, the Bank may (at its sole discretion), consider both loans to be outstanding. It is agreed that the Bank may, at its sole discretion and for the purpose of ease of transaction and/or administrative reasons:
- a) issue single communication (whether by email, letter and/or notice) in respect of both the Original Loan and the Loan (under this Agreement);
 - b) seek from the Borrower(s) a single standing instruction regarding the payment of the EMI under this Agreement and the EMI under the Original Loan Documents; and/or
 - c) Effectuate revisions, if any, to each of the aforesaid EMIs together.

4. DECLARATIONS, UNDERTAKINGS AND OTHER COVENANTS OF THE BORROWER(S)

- 4.1 The Borrower(s) declares that all the particulars, information and details provided by the Borrower in this Facility Agreement and other Loan Documents are true, correct, complete and up-to-date in all respects and that the Borrower(s) have not and shall not withheld any information or details whatsoever.
- 4.2 The Borrower(s) undertakes that the Borrower shall use the proceeds of the Facility exclusively for the purpose specified in this Facility Agreement. The Borrower(s) undertakes and confirms that the Borrower(s) shall not use the Facility (or any part thereof) for any improper/illegal/unlawful/ speculative/ capital market related activities and shall apply the Facility (or any part thereof) only for the limited purposes specified herein. Any deviation from the above shall be dealt with in accordance with the terms of this Facility Agreement, General Terms and applicable RBI guidelines.
- 4.3 The Borrower(s) undertakes to inform the Bank regarding any changes whatsoever in my/our addresses as specified in this Facility Agreement or my employment/profession and to promptly provide such further information that the Bank (or its designated group companies or agents or representatives) may require.
- 4.4 The Borrower(s) agrees and acknowledges that the Borrower(s) have fully read and understood the General Terms (copy of which has been provided to the Borrower(s) and which the Borrower(s) hereby acknowledges to have received) and the Facility Agreement.
- 4.5 (i) The Borrower(s) acknowledges and agrees that the grant of the Facility by the Bank shall be subject to the compliance by the Borrower(s) of the General Terms and the terms and conditions set out under this Facility Agreement and the other Loan Documents; (ii) all the terms and conditions shall govern and apply to the Facility and all the Borrower's obligations (and the Bank's rights and remedies) in relation thereto, if the Facility applied for by the Borrower herein is sanctioned and granted by the Bank based on the Borrower's application. The Borrower(s) have fully understood and acknowledges the consequences of an Event of Default, as well as the Bank's rights and remedies thereupon, as set out in this Facility Agreement and other Loan Documents.
- 4.6 The Borrower(s) undertakes and confirms that they shall ensure that the guarantor(s), if any, observe all the covenants, terms, conditions, restrictions and prohibitions of the guarantee(s) and the Borrower(s) agrees that any violation of the same by the guarantor(s) shall constitute an event of default (as may be defined) under the Facility and the Bank shall be at liberty to recall the Facility and enforce the rights and remedies available to it.

- 4.7 The Borrower(s) confirms that all details and terms (including the amount of the Facility, interest rate, bounce charges, cheque representation charges, further interest, prepayment charges, number and amount of each instalment, number and amount of the advance instalments, etc.) have been filled-in in this Facility Agreement prior to submission of the same to the Bank and that there are no blanks. The Borrower(s) confirm that all charges with respect of cheque bouncing, cheque re-presentation, swap charges, etc. as mentioned hereinabove shall be borne by the Borrower(s) without any demur or delay. The Borrower/s acknowledge and confirm that they have perused, understood and agreed to The Bank's method of calculating the EMIs.
- 4.8 The Borrower(s) understands and acknowledges that the Facility if provided by the Bank, based on this Facility Agreement is a commercial transaction and waive any defense under usury or other laws relating to the charging of the interest.
- 4.9 The Borrower(s) understands and acknowledges that the Bank shall have the absolute discretion, without assigning any reasons, to reject the Borrower's request for the Facility and not disburse the Facility and that the Bank shall not be responsible or liable in any manner whatsoever to the Borrower for such rejection or any delay in notifying the Borrower of such rejection and any costs, losses, damages or expenses, or other consequences, caused by reason of such rejection/non-disbursement or any delay in notifying the Borrower(s) of such rejection/non-disbursement.
- 4.10 The Borrower/s shall bear all Taxes and all other imposts, duties and taxes of any description/nature whatsoever as may be levied from time to time by the Government or any other authority pertaining to, or in connection with, the Facility, interest and any other monies in connection with the Facility Agreement and the Facility and also deliver to the Bank evidence satisfactory to the Bank (including all relevant tax receipts in originals) that the payment of such dues have been duly paid to the appropriate authority within 20 days of the payment being made.
- 4.11 This Facility Agreement has been duly and validly executed by the Borrower(s) and when accepted/acted upon by the Bank would constitute legal and valid obligations that are binding on and enforceable against the Borrower(s) in accordance with the terms of the Facility Agreement and other Loan Documents. The Borrower(s) confirm that the initials on this Facility Agreement are made by the Borrower(s) and the validity of such initials shall not be disputed by the Borrower(s).
- 4.12 The Borrower(s) and Co-borrower(s) declare and undertake that in the event there are two or more Borrower(s) or Co-Borrower(s) identified in this Facility Agreement, the obligations and undertakings of the Borrowers(s) made under this Facility Agreement and the other Loan Documents shall be deemed to be joint and several.
- 4.13 The Borrower(s) undertakes to furnish to the Bank all such documents, evidences (including documents pertaining to know-your-customer) as may be required in compliance with the provisions of the Prevention of Money Laundering Act, 2002, RBI's notifications and circulars and other applicable Laws in this regard and as may be demanded by the Bank from time to time.
- 4.14 The Borrower(s) agrees, confirms and consents that:
- (a) TransUnion CIBIL Limited, RBI or such other agency/ authority, as may be required in accordance with applicable Law, may publish its name as defaulters in such manner and through such medium as the Bank, RBI and/or TransUnion CIBIL Limited, in their absolute discretion, may deem fit;
 - (b) TransUnion CIBIL Limited or such other agency/ authority (as authorized under applicable Laws) may use, process the information pertaining to the Borrower(s), as disclosed by the Bank, in the manner deemed fit by them;
 - (c) TransUnion CIBIL Limited or such other agency/ authority (as authorized under applicable Laws) may furnish for consideration, the processed information and data/ products thereof prepared by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the RBI in this regard.

5. REPRESENTATIONS AND WARRANTIES OF THE BORROWER(S)

The Borrower(s) makes the representations and warranties as set out in this clause and in the General Terms to the Lender. Each of the representations and warranties shall survive execution and delivery of this Facility Agreement and the repayment of the Amounts Due under the Facility or the Borrower's dues hereunder:

- 5.1 the Borrower has the competence, capacity and authority to enter into and perform the obligations as set out under this Agreement and the other Loan Documents;
- 5.2 in addition to the representations, declarations, warranties and confirmations provided in the Facility Agreement and Loan Documents, the Borrower(s) do hereby represents, warrants, makes and confirms to the Bank each of the representations, declarations, warranties and confirmations set out in the General Terms and do hereby further represent, warrant and confirm to the Bank that each of such representations, declarations, warranties and confirmations are, true, correct, valid and subsisting in every respect as of the date of this Facility Agreement, and all such representations, declarations, warranties and agreements shall survive the execution and delivery of this Facility Agreement and the repayment or payment in full of the Facility and all monies in respect thereof;
- 5.3 the Borrower(s) acknowledges and agrees that the Lender has entered into this Agreement and has agreed to grant the Facility on the basis of the Borrower's representations, warranties, statements, undertakings and covenants contained in this Facility Agreement, General Terms and other Loan Documents;
- 5.4 the Borrower has not taken any action and no other steps have been taken or proceedings started by or against them in any Court or Tribunal for its insolvency, administration or for the appointment of a receiver, administrator, liquidator, resolution professional under the Insolvency and Bankruptcy Code, 2016, as amended ("Code"), trustee or similar officer of the Borrower or of any or all of its assets and no insolvency proceeding has been initiated or instituted against the Borrower under the Code;
- 5.5 the Borrower's irrevocable submission to the jurisdiction of Courts or Tribunals as set out in this Facility Agreement and that the Facility Agreement and other Loan Documents are governed by Indian law are legal, valid and binding on the Borrower under Indian law;
- 5.6 no claims are being asserted against it with respect to Taxes; and
- 5.7 the Borrower has timely filed with appropriate taxing authority all material, statements, forms, reports, and returns required to be filed by the Borrower with respect to its income, properties on which such Taxes are required to be shown and all other Tax returns have been filed within the applicable time limits.

6. EVENTS OF DEFAULT

The occurrence of any of the following events shall be considered to be an event of default for the purpose of this Agreement and the other Loan Documents:

- 6.1 The Borrower(s) fails to pay any Amounts Due/ outstanding amount under the Facility, as and when such amount becomes due under this Facility Agreement;
- 6.2 The Borrower(s) commits any breach of the terms of the Facility Agreement, General Terms and Loan Documents and/or any of the representations and warranties made hereunder are found to be incorrect;
- 6.3 Occurrence of any event identified as an 'Event of Default' in the General Terms.

7. CONSEQUENCES OF EVENT(S) OF DEFAULT

Upon the occurrence of an Event of Default, the Lender shall, at its sole discretion, have the right to take any or all of the following actions:

- 7.1 Accelerate the repayment of the Amounts Due under the Facility i.e. the Lender may declare that the entire Amounts Due to be payable/ repayable immediately by the Borrower(s);
- 7.2 Enforce/ liquidate/ encash any or all of the Security (including the encashment of PDCs/ undated cheques), at the discretion of the Lender;
- 7.3 Disclose and/or publish the details of the default and the particulars of the Borrower(s), with photographs and/or such other information as may be deemed fit by the Bank, including in print and/or online publication, and/or share such information with relevant credit information bureaus and/or other persons, as deemed fit by the Bank; and/or
- 7.4 Exercise any other remedy as specified under the General Terms and applicable Laws, including by way of initiating appropriate proceedings before the courts of law/ tribunals.

8. LIEN AND SET-OFF

- 8.1 Notwithstanding anything to the contrary stipulated in this Facility Agreement, the Loan Documents or elsewhere, the Bank shall have an overriding lien over all the securities/ monies of the Borrower(s) which are in control/ possession of the Bank, including any amounts maintained by the Borrower(s) in other accounts maintained with the Bank.
- 8.2 The Borrower(s) hereby authorise(s) the Bank to apply any credit balance to which the Borrower(s) may be entitled under any loan/facility(ies), in satisfaction of any sum/ Amounts Due under the Facility which are due and payable under the Facility Agreement and Loan Document but remain unpaid. The Borrower(s) acknowledges and agrees that the Bank shall have the right to set-off Amounts Due against any amount standing to the credit of the Borrower(s) in any of the loan/ facility(ies)/ other accounts/ deposits availed with/ from and/or made to the Bank.
- 8.3 In addition to and without prejudice to the other rights and remedies available to the Lender, upon the occurrence of an Event of Default, the Lender shall be entitled to set-off the Amounts Due (or part thereof) against any monies in its possession/ control and due from it to the Borrower(s), whether by way of deposits or otherwise.

9. ASSIGNMENT AND TRANSFER

- 9.1 The Bank shall be entitled to sell, assign and/or transfer its rights and/ or obligations under the Facility Agreement and Loan Documents, including the right to receive the Amounts Due (or part thereof), to any person it deems fit (such person is hereinafter referred to as the "Transferee"), without any approval of the Borrower(s). Upon such sale/ assignment and/or transfer, such Transferee shall, on and from the date of such assignment/transfer, be eligible to exercise the rights available to the Bank under the Facility Agreement and Loan Documents (including the right to enforce the Security).
- 9.2 The Borrower(s) expressly acknowledges and agrees that, in the event of such sale/ assignment or transfer as aforesaid:
 - (a) such Transferee shall be deemed to be a "Lender" under the Facility Agreement and Loan Documents;
 - (b) it shall accept such Transferee as the Lender and perform its obligations to such Transferee, as if it were the original Lender; and
 - (c) it shall extend all necessary co-operation to give effect to the above, including by way of execution of documents, as may be directed by the Lender.

10. OTHER POWERS

- 10.1 If at any time the Bank is of the opinion that the value of the Property and/or the Security furnished by the Borrower(s) is inadequate or insufficient for the purpose of securing the payment/ realisation of the Amounts Due, the Bank shall be entitled to call upon the Borrower(s) to create security interest over other additional assets and/or furnish other forms of credit enhancement, as the Bank may deem fit. The Borrower(s) shall be liable to immediately comply with such notice and provide additional security/ credit enhancement and/or execute additional documents, to the satisfaction of the Bank, within 30 (thirty) days from the receipt of such notice.
- 10.2 The Bank shall be entitled to charge, at its own discretion, enhanced rates of interest, on the Amounts Due (or portion thereof), upon the occurrence of an Event of Default and/or any breach on the part of the Borrower(s) which, in the opinion of the Bank, warrants charging of such enhanced rates of interest, for such period as the Bank may deem fit. In view thereof, the EMIs and/or Interest payment shall stand enhanced/ modified, as may be determined by the Bank.

11. MODIFICATIONS

- 11.1 Any amendment or waiver of, or any consent given under, any provision of this Facility Agreement shall be in writing and in the case of an amendment be signed by the parties.
- 11.2 Notwithstanding anything to the contrary stipulated in this Facility Agreement, any modification to the Interest Rate, Prepayment charges and/or any other charges shall be effective on and from the date of publication of such modification by the Bank, whether by way of intimation to the Borrower(s) and/or publication on its Website, and shall not require further modification/ amendment of this Facility Agreement and/or the other Loan Documents.

12. GOVERNING LAW & DISPUTE RESOLUTION

- 12.1 All matters relating to this Facility Agreement and the other Loan Documents, including validity, construction, performance and enforcement of the terms and conditions thereof, shall be governed by the laws of the Republic of India.
- 12.2 Disputes arising out of or in connection with the Facility Agreement and/or the other Loan Documents shall be subject to the jurisdiction of the courts of law/ tribunal and/or the dispute resolution mechanism as more particularly set out in the General Terms.

SCHEDULE
Particulars of Parties

A. DATE AND PLACE OF EXECUTION

This Agreement has been entered into and executed at _____ on this _____ day of _____ (Year) _____ (“Execution Date”).

B. PARTICULARS OF BORROWER(S)

(to be filled in CAPITAL LETTERS)

PARTICULARS OF BORROWER	
NAME OF BORROWER	_____, _____ _____
AGE OF BORROWER <i>(in years, as on Execution Date)</i>	
IDENTIFICATION DOCUMENTS <i>(KYC documents of the Borrower)</i>	
CURRENT RESIDENTIAL ADDRESS	
CURRENT OFFICE ADDRESS	
E-MAIL ADDRESS	
PARTICULARS OF BORROWER / CO-BORROWER <i>(strike-off, if not applicable)</i>	
NAME OF BORROWER	_____, _____ _____
AGE OF BORROWER <i>(in years, as on Execution Date)</i>	

IDENTIFICATION DOCUMENTS (KYC documents of the Co- Borrower)	
CURRENT RESIDENTIAL ADDRESS	
CURRENT OFFICE ADDRESS	
E-MAIL ADDRESS	

C. LENDER'S BRANCH ADDRESS
 (to be filled in CAPITAL LETTERS)

SHINHAN BANK BRANCH ADDRESS	
---	--

Particulars of Original Loan

DATE OF ORIGINAL SANCTION LETTER	
REFERENCE NUMBER OF ORIGINAL SANCTION LETTER	
ORIGINAL LOAN AMOUNT	

A. PARTICULARS OF SANCTION LETTER

DATE OF SANCTION LETTER	
REFERENCE NUMBER	

B. PARTICULARS OF LOAN, INTEREST, CHARGES APPLICABLE ON THE LOAN

PURPOSE OF THE LOAN	
APPLICABLE INTEREST RATE	As specified in the Sanction Letter
OTHER TERMS AND CONDITIONS	As specified in the Sanction Letter and the in General Terms.

C. REPAYMENT SCHEDULE

TENOR OF THE LOAN	As specified in the Sanction Letter
EMI	As specified in the Sanction Letter
REPAYMENT SCHEDULE	As specified in the Sanction Letter

D. PARTICULARS OF PROPERTY & SECURITY INTEREST

PARTICULARS OF THE PROPERTY	Area: Address:
SECURITY INTEREST / CREDIT ENHANCEMENT	<p>a) First and exclusive charge by way of mortgage in favour of the Lender over the Property;</p> <p>b) [insert other security interest]</p> <p>c) Notwithstanding anything to the contrary stipulated herein or elsewhere in the Loan Documents, the Security interest shall be on a paripassu basis to secure the Original Loan and amounts outstanding thereunder. Accordingly, the Bank may, at its sole discretion, apply the proceeds of enforcement of such Security interest towards the Amounts Due (under this Loan) and also in respect of the outstanding amounts under the Original Loan.</p>

(Signature page follows)

VI. SIGNATURES

Date: _____

Place: _____

For Shinhan Bank:

SIGNED AND DELIVERED by the within named Shinhan Bank by the hand of its authorised signatory	
---	--

Borrower/s:

SIGNED AND DELIVERED by the within named Borrower	_____ Name: _____
---	----------------------

SIGNED AND DELIVERED by the within named Borrower	_____ Name: _____
---	----------------------

SIGNED AND DELIVERED by the within named Borrower	_____ Name: _____
---	----------------------

SIGNED AND DELIVERED by the within named Borrower	_____ Name: _____
---	-----------------------------

SIGNED AND DELIVERED by the within named Borrower	_____ Name: _____
---	-----------------------------

Details of the authority letters or resolutions, if any, authorizing the borrowing and/or execution of this Facility Agreement

Date:

Passed/issuedby:

DEMAND PROMISSORY NOTE COVERING NOTE

Date: ____ / ____ / ____

Shinhan Bank,

(“Shinhan Bank”)

**Ref: Housing loan (top-up) facility aggregating to Rs. _____ (“Facility”)
sanctioned to us vide sanction letter numbered _____ dated ____ / ____ / ____
 (“Sanction Letter”)**

Dear Sir/Madam,

I/We enclose my/our On-Demand Promissory Note dated ____ / ____ / ____ for an amount equivalent to the Facility of Rs. _____ /- (Rupees _____ only) and interest thereon at the rate specified in the Sanction Letter, which may be revised from time to time, by Shinhan Bank, at its sole discretion, in accordance with the terms and conditions of the Sanction Letter and/or the facility agreement and other loan documents executed by and between the Borrower and Shinhan Bank. This Demand Promissory Note is in respect of and towards repayment of the Facility availed by us from Shinhan Bank in terms of the Sanction Letter and the amounts which may be due thereunder. Shinhan Bank shall hold the On- Demand Promissory Note as security for the repayment by me/us of all sums and amounts due and payable by me/us to Shinhan Bank under the Facility.

I/We shall remain liable under the said On- Demand Promissory Note notwithstanding the fact that by payment/s received by Shinhan Bank, from time to time, our liabilities are reduced or extinguished or the balance to our account with Shinhan Bank stands to credit.

The On-Demand Promissory Note shall be without prejudice to all other security in Shinhan Bank’s favor for this transaction.

Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the facility agreement executed by and between the Borrower and Shinhan Bank in respect of the Facility.

Yours faithfully,

[SIGNED AND DELIVERED BY]

<p>_____ [BORROWER]</p>	<p>_____ [BORROWER]</p>
<p>_____ [BORROWER]</p>	<p>_____ [BORROWER]</p>
<p>Place: Date:</p>	

Insert particulars of branch where DPN to be submitted.

DEMAND PROMISSORY NOTE

To,
Shinhan Bank,

Date: _____ / _____ / _____

(“Facility”)

(“Shinhan Bank”)

Reference: Housing loan (top-up) facility aggregating to Rs. _____
sanctioned to us vide sanction letter numbered _____ dated _____ / _____ / _____
(“Sanction Letter”)

ON DEMAND I/We, _____ (the “Borrower/s”),
residing at _____ and
having passport/aadhar number as specified below, unconditionally promise to pay Shinhan Bank on order
mentioned above, an amount equivalent to the Facility of Rs. _____ /
(Rupees _____) and the
interest thereon at the rate specified in the Sanction Letter, which may be revised from time to time, by Shinhan
Bank, at its sole discretion, in accordance with the terms and conditions of the Sanction Letter and/or the facility
agreement and other loan documents executed by and between the Borrower and Shinhan Bank. Presentment for
payment and noting and protest of this note are hereby unconditionally and irrevocably waived.

Capitalised terms used but not defined herein shall have the meaning ascribed to such terms in the facility
agreement executed by and between the Borrower and Shinhan Bank in respect of the aforesaid Facility.

Revenue stamp of appropriate

Yours faithfully,

[SIGNED AND DELIVERED BY]

(Signature/s across Revenue Stamp)

_____ [BORROWER] Passport/ Aadhar:	_____ [BORROWER] Passport/ Aadhar:
_____ [BORROWER] Passport/ Aadhar:	_____ [BORROWER] Passport/ Aadhar:
Place:	

Insert branch particulars where DPN to be submitted.

DP NOTE DELIVERY CUM WAIVER LETTER

To,
Shinhan Bank,

Date: ____ / ____ / ____

(“Shinhan Bank”)

**Ref: Housing loan (top-up) facility aggregating to Rs. _____ (“Facility”)
sanctioned to us vide sanction letter numbered _____ dated ____ / ____ / ____
 (“Sanction Letter”)**

Sir/Madam,

In consideration of Shinhan Bank making from time-to-time advances/banking accommodations/credit facilities to me/us under the housing loan (top-up) facility amounting to Rs. _____ / (Rupees _____ only) (“Facility”) with applicable interest in accordance with the Sanction Letter and other executed documents, which interest rate may be revised from time to time by Shinhan Bank in terms of the executed loan documents, and with reference to the On-Demand Promissory Note/s dated ____ / ____ / ____ signed and/or endorsed by me/us favor of Shinhan Bank, I/We do and each of us hereby agree and undertake, jointly and severally, as under:

1. That in addition to any general lien or similar right to which Shinhan Bank as bankers may be entitled by law, Shinhan Bank may at any time without notice to me/us combine or consolidate all or any of my/our advances/credit facilities with any liabilities to Shinhan Bank and set off or transfer any sum standing to the credit of any one or more of such advances/credit facilities in or towards satisfaction of any of my/our liabilities to Shinhan Bank or in any other respect, whether such liabilities be actual or contingent, primary or collateral and several or joint.
2. I/We the undersigned hereby waive presentment of the said On-Demand Promissory Note/s and hereby undertake to pay to you the amount due on the said On-Demand Promissory Note/s without the same being presented to me/us for payment.

Yours Faithfully,

[SIGNED AND DELIVERED BY]

_____ [BORROWER]	_____ [BORROWER]
_____ [BORROWER]	_____ [BORROWER]
Place:	

Insert particulars of branch where DPN to be submitted.

UDC COVERING LETTER

From:

Date: ____ / ____ / ____

(“Borrower/s”)

To,

(“Shinhan Bank”)

Sub: Submission of undated cheques (UDCs)/ security cheques with respect to loan account number

In consideration of and as a security for the housing loan (top-up) facility of Rs. _____ (“the Facility”) granted/agreed to be granted by Shinhan Bank (“Bank”) vide sanction letter numbered _____ dated ____ / ____ / ____ and loan documents executed in respect thereof, I/We hereby deliver to the Bank the undated cheques (as detailed hereunder) towards repayment of the Facility availed from your Bank and the interest, default interest, charges, fees, costs payable thereon.

1. Name of the Drawee Bank: _____
2. Name of the Drawee Bank Branch: _____
3. MICR sort code (9 digit):

--	--	--	--	--	--	--	--	--
4. Date of the Cheques: _____ of each month commencing from _____
5. Cheque Numbers: [Internal note: FILL IN BELOW TABLE AND INSERT ROWS, AS NECESSARY]

Sr.No.	Cheque number		No. of cheques
	From	To	

I/We agree that the cheques are given towards repayment/installments of the outstanding amounts under the Facility and the interest, default interest, charges, fees, costs payable thereon. I/We agree and acknowledge that in accordance with the provisions of Section 20 of the Negotiable Instruments Act, the Bank in the present case as the holder of the said cheques, shall have the authority to complete the said cheques. I/We hereby unconditionally and irrevocably authorize and confirm the authority of the Bank to present the same for the payment. The security cheques contain my/authorized signatories’ genuine signatures, which shall not be disputed by me. I/we further confirm that we shall, at all times during the tenor of the Facility, maintain adequate balance in our account to ensure that the cheques are honored when presented.

In case of change in the signature of Borrower/s, I/We undertake to replace the cheques appropriately and in the event of non-replacement of the cheques before the due dates, I undertake to honour the undated cheques/ security cheques.

Yours faithfully,

[SIGNED AND DELIVERED BY]

<hr/> [BORROWER]	<hr/> [BORROWER]
<hr/> [BORROWER]	<hr/> [BORROWER]
Place: Date:	

DISBURSEMENT REQUEST LETTER

To,
Shinhan Bank,

Date: ____/____/____

Dear Sir/Madam,

Sub: Request for disbursement of housing loan (Top-up) facility

1. I/We have been sanctioned amount of Rs. _____/- (Rupees _____ Only) as housing loan (top-up) facility by Shinhan Bank vide sanction letter numbered _____ dated ____ / ____ / ____ (“Facility”).
2. I /We request you to kindly disburse the Facility amount by way of Demand Draft / Cheque/ RTGS/NEFT as below. I request that the disbursement of the Facility be made in multiple parts as indicated below.

Disbursement in favour of	Amount (In Rupees and Word)	Account Number

Yours faithfully,

[SIGNED AND DELIVERED BY]

_____ [BORROWER]	_____ [BORROWER]
_____ [BORROWER]	_____ [BORROWER]
Place:	

cheque to be affixed

STANDING INSTRUCTION

From:
("Borrower")

To,

("Shinhan Bank")

Dear Sir/Madam,

Reference: Standing Instruction for loan account number _____

This is in reference to the Housing Loan (hereinafter referred to as "Original Facility"), for an amount of Rs. _____ (Rupees _____ only) sanctioned to me/us (being the Borrower) by Shinhan Bank. Our Customer ID is _____ and loan account number is _____.
[INSERT PARTICULARS OF ORIGINAL FACILITY]

1. I/ We also refer to the top-up Housing Loan (hereinafter referred to as the "Facility") for an amount of Rs. _____/- (Rupees _____ Only) sanctioned to me/us (being the Borrower) by Shinhan Bank. Our Customer ID is _____ and loan account number is _____ [INSERT PARTICULARS OF NEW TOP-UP FACILITY]
2. I/We authorize you to debit a sum not exceeding Rs. _____/- (Rupees _____ only on _____th of every month starting from ____ / ____ / ____ till final repayment of the Original Facility and the Facility, from my/our savings account no. _____ maintained with your _____ branch towards the payment of monthly EMIs due to the Bank, in respect of the availed Original Facility and the Facility.
3. I/We acknowledge that the amounts payable towards EMI are subject to modifications as per events like change of Rate of Interest, part-payment (if applicable) and other events, in terms of the General Terms and Conditions and other loan documents. I/We declare that even upon the occurrence of any such event, these standing instructions shall be continue to be valid and Shinhan Bank is authorized to deduct amounts from my/ our account (as specified in paragraph 3) towards such modified EMI, as applicable.
4. This instruction is unconditional and irrevocable and Shinhan Bank can act upon this instruction without any further intimation or reference to us.

Yours faithfully,

[SIGNED AND DELIVERED BY]

<p>_____ [BORROWER]</p>	<p>_____ [BORROWER]</p>
<p>_____ [BORROWER]</p>	<p>_____ [BORROWER]</p>
<p>Place: Date:</p>	

Mandate Instruction Form (ACH/ECS)

SHINHAN BANK UMRN Date

Sponsor Bank Code sHeK0000003

Utility Code NACH00000000006365 I/We authorize SHINHAN BUSINESS SUPPORT DEPT.

To debit (tick 7) se / in/ cC / SB-NRE/ SB-NRO / OTHER Bank a/c number

With Bank IFSC/MICR

An amount of Rupees g

Debit 3VDe @ Fixed Amount O Maximum Amount Frequency O Monthly O Quarterly O Half Yearly O Yearly O As & when presented

Reference 1 Reference 2

I agree for the debit of mandate processing charges by the bank whom I am authorizing to debit my account as per latest schedule of charges of the bank. 2. This is to confirm that the declaration has been carefully read, understood & made by me/us. I am authorising the user entity/Corporate to debit my account, based on the instructions as agreed and signed by me. 3. I have understood that I am authorized to cancel/am end this mandate by appropriately communicating the cancellation / amendmeM request to the user eMity/ corporate or the bank where I have authorized the debit.

From

To

Or Until Cancelled Signature Primary Account holder Signature of Account holder Signature of Account holder

PhoneNo. Name as in Bank records 2. Name as in Bank records y. Name as in Bank records

Mandate Instruction Form (ACH/ECS)

SHINHAN BANK UMRN Date

Sponsor Bank Code si-JBK0000003

Utility Code NACH00000000006365 I/We authorize SHINHAN BUSINESS SUPPORT DEPT.

To debit (tick /) SB/CA/CC/SB-NRE/ SB-NRO/OTHER Bank a/c number

With Bank IFSC/MICR

An amount of Rupees ₹

Debit yg @ Fixed Amount d Maximum Amount f eg @ Monthly d Quarterly d Half Yearly d Yearly d As & when presented

Reference 1 Reference 2

has been read, understood & made by me/us. I am authorizing the user entity/Corporate to debit my account, based on the instructions as agreed and signed by me. I have understood that I am authorized to cancel/am end this mandate by appropriately communicating the cancellation / amendmeM request to the user eMity/ corporate or the bank where I have authorized the debit.

From

To

Or Until Cancelled Signature Primary Account holder Signature of Account holder Signature of Account holder

PhoneNo. Name as in Bank records 2. Name as in Bank records \$, Name as in Bank records

Mandate Instruction Form (ACH/ECS)

SHINHAN BANK UMRN Date

Sponsor Bank Code si-JBK0000003

Utility Code NACH00000000006365 I/We authorize SHINHAN BUSINESS SUPPORT DEPT.

To debit (tick /) SB/CA/CC/SB-NRE/ SB-NRO/OTHER Bank a/c number

With Bank IFSC/IICR

An amount of Rupees g

Debit Type @ Fixed Amount @ Maximum Amount Frequency @ Monthly @ Quarterly @ Half Yearly @ Yearly @ As & when presented

Reference 1 Reference 2

has been read, understood & made by me/us. I am authorizing the user entity/Corporate to debit my account, based on the instructions as agreed and signed by me. I have understood that I am authorized to cancel/am end this mandate by appropriately communicating the cancellation / amendmeM request to the user eMity/ corporate or the bank where I have authorized the debit.

From

To

Or Until Cancelled Signature Primary Account holder Signature of Account holder Signature of Account holder

PhoneNo. Name as in Bank records 2. Name as in Bank records \$, Name as in Bank records

LETTER OF CONTINUITY FOR ON-DEMAND PROMISSORY NOTE

To,
The Branch Manager,
Shinhan Bank,

(“Shinhan Bank”)

Reference: Housing loan (top-up) facility aggregating to Rs. _____ (“Facility”)

Sanctioned to us vide sanction letter numbered _____ dated ____ / ____ / ____

(“Sanction Letter”)

Dear Sir,

I/We refer to the On-Demand Promissory Note in respect of the housing (top-up) Loan of Rs. _____/- (Rupees _____ only) dated ____ / ____ / ____ and interest payable thereon (“On-Demand Promissory Note”) duly signed and delivered by me/us to you, as security for the repayment of outstanding amount due in respect of the Loan, at present outstanding as also for the repayment of any further amount, which I/we may avail hereafter from Shinhan Bank.

I/We am/are to remain liable under the On-Demand Promissory Note notwithstanding the fact that any payment is made into the account of the Facility from time to time, or the Facility being reduced or extinguished from time to time, or even if the balance of the said Facility may be at credit, and that the On-Demand Promissory Note shall operate as continuing security to Shinhan Bank to be enforceable for the repayment of any amounts owed by me/us to Shinhan Bank in respect of the Facility. I/We confirm that the following “Loan Documents” have been executed in respect of the said Facility:

Sr.No.	Name of the Documents	Date
(i)	(Housing Loan – Top-up) Facility Agreement	___/___/___
(ii)	General Terms and Conditions for Housing Loans	___/___/___
(iii)	Demand Promissory Note	___/___/___
(iv)	Demand Promissory covering letter	___/___/___
(v)	DP Note Delivery Cum Waiver Letter	___/___/___
(vi)	Standing Instruction	___/___/___
(vii)	PDC Covering Letter	___/___/___
(viii)	Request for Disbursement	___/___/___
(ix)	Memorandum of Entry (MOE)	___/___/___
(x)	MOE Declaration cum Confirmation Letter	___/___/___
(xi)	Letter of Guarantee	___/___/___
(xii)	Sanction Letter	___/___/___

Insert branch particulars where DPN to be submitted.

I/we am/are liable to Shinhan Bank for the payment of all outstanding amounts with interest, costs, charges and expenses and other monies due and payable by me/us to Shinhan Bank in respect of the Facility granted and/or to be granted or continued under the above Loan Documents or in any other manner and which said documents shall remain in full force with all relative security, agreements and obligations irrespective of the fact as to whether my/our liability under the said Facility gets extinguished by restrictive credit in the Facility account or the Facility account is brought into credit due to various credits in the account.

Yours faithfully,

[SIGNED AND DELIVERED BY]

 _____ [BORROWER]	 _____ [BORROWER]
 _____ [BORROWER]	 _____ [GUARANTOR]
Place:	
Date:	

MORTGAGE DECLARATION-CUM-CONFIRMATION LETTER (Extension of Charge)

<p>Date:</p> <p>From</p> <p>(1) _____</p> <p>(2) _____</p> <p>(3) _____</p> <p>(4) _____</p> <p>(“Mortgagors”)</p>	<p>To</p> <p>The Branch Manager</p> <p>Shinhan Bank,</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(“Shinhan Bank” / “the Bank”)</p>
---	--

Dear Sir,

1. I/We are writing this to confirm that on ____ / ____ / ____ [INSERT DATE WHEN MORTGAGE ORIGINALLY CREATED], we had attended the office of Shinhan Bank more particularly described in Schedule I hereto and had deposited with the Bank the original title-deeds (as described in Schedule I hereto) (“Title Deeds”) relating to our property as described in Schedule II hereto (“Property/(ies)”) with an intent to create an equitable mortgage over the Property/(ies) as security for the housing loan facility aggregating to Rs. _____ (Rupees _____) availed by _____ vide sanction letter numbered _____ dated ____ / ____ / ____ (“Original Facility”) from the Bank, together with interest, costs, charges and expenses thereon due and payable to the Bank.
2. I/We are writing this to confirm that on ____ / ____ / ____ [INSERT DATE WHEN MORTGAGE BY CONSTRUCTIVE DELIVERY/ FOR TOP-UP FACILITY], we had attended the office of Shinhan Bank more particularly described in Schedule I hereto and had deposited (by way of constructive delivery) with the Bank the original Title Deeds relating to our Property(ies) as described in Schedule II hereto with an intent to create an equitable mortgage over the Property/(ies) as security for the top-up housing loan facility aggregating to Rs. _____ (Rupees _____) availed by _____ vide sanction letter numbered _____ dated ____ / ____ / ____ (“Facility”) from the Bank, together with interest, costs, charges and expenses thereon due and payable to the Bank, as mentioned in Schedule I.
3. I/We confirm that the said mortgage by way of deposit of title deeds has been created over the Property(ies) so as to be continuing security on a paripassu basis for the due repayment of the (a) the Original Facility, (b) the top-up loan i.e. the Facility (more particularly Described in Schedule I), and (c) the interest and/or additional interest, cost, charges, expenses and all other outstanding amounts payable on the respective Original Facility and the Facility.
4. I/We confirm that the said original title-deeds of the Property(ies) deposited with the Bank creating equitable mortgage in favour of the Bank shall also be security for all other liabilities and indebtedness past, present and future to the Bank and shall subsist and continue till the full and final repayment of the Facility to the satisfaction of the Bank.

5. I/We confirm that I/we am/are the absolute owner of the Property(ies) and have good and marketable title and that save the charge/s created in favour of the Bank, the Property(ies) are free from all encumbrances of whatsoever nature. I/We also confirm that the Property(ies) are in our physical possession.
6. I/We have not entered into any agreement for transfer or alienation in respect of the Property(ies) of whatsoever nature. I/We hereby waive the application of Sections 61, 65A and 67A of the Transfer of Property Act, 1882.
7. I/We confirm that no proceedings for recovery of any statutory dues, taxes, etc. was initiated in the past nor any proceeding or levy or tax is pending against us under the Income Tax Act, 1961 or the any other law, and that no notice has been issued/or served on us under Rules 2, 16 or 51 or any other Rules of the Second Schedule to the Income Tax Act, 1961, or under any other law for the time being in force and that I/ we are not prohibited, under any applicable laws, from creating security interest over the Property(ies) in any manner.
8. I/We confirm that no litigation or proceedings or investigations are pending before any Court, Tribunal or authority in respect of the Property(ies) nor there is any lis pendens registered nor there is any attachment either before or after the judgment in respect of the said Property(ies). The Property(ies) are free from any encumbrance, attachment, action or proceedings of any nature whatsoever.
9. That on the basis of the above statement, undertakings, representations and assurances made by us, the Bank has agreed to accept the said Property(ies) as security by deposit of original title deeds and documents of the said Property(ies) and I/We hereby agree to indemnify and keep indemnified the Bank, its officials and its agents against all actions, suits, costs, charges, expenses, proceedings and damages along with the attorney's cost and that may be suffered and / or incurred by the Bank, if any of the statement, undertakings, representations and assurances made are are to be untrue, incorrect, and / or false.

Yours faithfully,

Signature/s of the Mortgagor/s

<p>_____</p> <p>MORTGAGOR</p>	<p>_____</p> <p>MORTGAGOR</p>
<p>_____</p> <p>MORTGAGOR</p>	<p>_____</p> <p>MORTGAGOR</p>
<p>Place:</p> <p>Date:</p>	

SCHEDULE I

1	Name of the Borrower(s) & Address	
2	Borrower's or Mortgagor's Property(ies) Address/es	As specified in Schedule II
3	Address of Shinhan Bank Office Attended for constructive delivery of original Title Deeds	
4	Details of the Facilities	<p>Housing Loan (Top-Up): Rupees (in figure) – Rs. [_____]/- Rupee (in words) – Rupees [_____] only</p> <p>Number of EMI's – [_____] from the date of disbursement EMI Due Date: Every [_____] of month</p> <p># the EMI is based on the tenor and rate of interest charged on the Housing Loan which is subject to charge as per changes in Repo Rate, Spread.</p> <p>It is acknowledged that the interest rate specified above are subject to modifications from time to time in accordance with the terms of the facility agreement and loan documents. It is agreed and acknowledged that the mortgage created here under shall also secure such enhanced interest, costs, charges as applicable, together with all amounts due under the facility agreement and loan documents.</p>
5	Details of the Sanction letter	Ref. no. _____ and dated _____
6	Facility agreement dated	____ / ____ / ____
7	Date of deposit of original Title Deeds of the Property(ies) [INTERNAL NOTE FOR BANK: Insert date when title deeds originally deposited for original loan]	
8	Date of constructive deposit of original Title Deeds of the Property(ies)	

Signature/s of the Mortgagor/s

<hr/> MORTGAGOR	<hr/> MORTGAGOR
<hr/> MORTGAGOR	<hr/> MORTGAGOR
Place: Date:	

SCHEDULE – II

Details of Property Mortgaged

Equitable mortgage on the property(ies) situated at and bearing the following description.

Sr.No.	Type of Property	Location / Address	Area of the Property

Together with, existing and future (a) buildings, structures, fixtures and attachments standing or constructed thereon, whether attached to earth or permanently fastened to anything attached to earth; (b) rights, title, interest, benefits and claims, of any kind whatsoever, in, to, or in respect thereof or the aforementioned buildings, structures, fixtures and attachments (including any rights and entitlement to the floor area ratio/gross built-up area); (c) all liberties, privileges, easements and appurtenances; hereditaments, of any kind whatsoever, in connection therewith or the aforementioned buildings, structures, fixtures and attachments; (d) all estates, rights, title, interests, properties, claims and demands, of any kind whatsoever, in connection therewith; (e) all rights to use common areas and facilities and incidentals attached thereto, together with all trees, fences, hedges, ditches, ways, sewers, drains, waters, watercourses, liberties, privileges, easements and appurtenances whatsoever to the said lands, hereditaments or premises or any part thereof belonging to or in any manner appurtenant thereto or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto; (f) and all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagors into and upon the same.

List of Title Documents of Said Property

Please provide details in the below-mentioned table by recording each of the title documents, as recommended by the legal/ title search report

S. No.	Name and date of document	Original/ Copy

Signature/s of the Mortgagor/s

<hr/> MORTGAGOR	<hr/> MORTGAGOR
<hr/> MORTGAGOR	<hr/> MORTGAGOR
Place: Date:	

MEMORANDUM OF ENTRY
(CONSTRUCTIVE DELIVERY)

On the ____ / ____ / _____,

(1) _____,

(2) _____,

(3) _____,

(4) _____,

(aforesaid are here in after called the "**Mortgagors**")

attended the branch office of Shinhan Bank situated at _____,

Branch (herein after called "**Shinhan Bank**" or "**Lender**") and saw and met (1) _____

and (2) _____ of Shinhan Bank and stated, affirmed and confirmed,

granted assents and consents to them and made constructive deposits and deliveries with them as under:

1. The said Mortgagors stated and confirmed that the original documents of title, evidences, deeds, documents and writings more particularly described in the Part II of the First Schedule hereunder written (the "**Title Deeds**") are the only documents of title relating to the Mortgagors' immovable properties situated at [INSERT ADDRESS OF PROPERTY], _____

_____ as more particularly described in the Second Schedule hereunder written (the "Property(ies)");

2. The said Mortgagors confirmed that the Title Deed had already been deposited with the Shinhan Bank on ____ / ____ / _____ [INSERT DATE WHEN MORTGAGE FOR ORIGINAL LOAN CREATED] thereby creating mortgage by deposit of title deeds with an intent to create a security in favor of the Shinhan Bank on the Property(ies) in order to secure the due repayment, discharge and redemption by the Mortgagor of the housing loan facility aggregating to Rs. _____ (Rupees _____ only) provided by Shinhan Bank in terms of sanction letter dated _____ bearing Ref. No.: _____ ("Original Facility"), _____ the facility agreement and other loan documents executed in respect thereof, together with all interest, default interest, liquidated damages, commitment charges/front end fees, costs, charges, premia on prepayment or on redemption, remuneration payable to trustees (if any), costs, charges, expenses and other monies, payable by the Mortgagor to the Shinhan Bank under the said loan documents (including the sanction letter) referred above, as amended from time to time.

3. The said Mortgagor acknowledged that Shinhan Bank has now agreed to extend to the Mortgagor a further, top-up loan facility aggregating to Rs. _____ (Rupees _____ Only) provided by Shinhan Bank in terms of sanction letter dated _____ bearing Ref. No.: _____ ("**Facility**" or "**Top-up Facility**"), the facility agreement and other loan documents executed in respect thereof ("**Loan Documents**").

4. The said Mortgagor stated and confirmed that the Facility shall also be secured by way of equitable mortgage over the Property(ies), and in respect thereof, stated that the Mortgagor was, by way of constructive delivery, placing the Title Deeds in the possession of the Shinhan Bank, with the intent to create a security in favor of the Shinhan Bank on the Property(ies) in order to secure the due repayment, discharge and redemption by the Mortgagor of the Facility, together with all interest, default interest, liquidated damages, commitment charges/front end fees, costs, charges, premia on prepayment or on redemption, remuneration payable to trustees (if any), costs, charges, expenses and other monies, payable by the Mortgagor to the Shinhan Bank under the said Loan Documents referred above, as amended from time to time.

5. The said Mortgagor further confirmed that the equitable mortgage earlier created on ___ / ___ / ___ [INSERT DATE WHEN MORTGAGE FOR ORIGINAL LOAN CREATED] by deposit of title deeds in respect of the Properties shall stand extended as and by way of further equitable mortgage by deposit of title deeds by constructive delivery so as to be a continuing security on a paripassu basis for the due repayment of (a) the Original Facility, (b) the top-up loan i.e. the Facility (more particularly Described in Schedule I), and (c) the interest and/or additional interest, cost, charges, expenses and all other outstanding amounts payable on the respective Original Facility and the Facility.
6. The said Mortgagor further stated that the evidence, deeds and writings as described in Schedule I hereto so deposited are the only documents of title relating to the said Properties.
7. The Mortgagor confirmed that the Properties mentioned in Schedule I, continue to be clear and marketable and there is no charge or encumbrances thereon, in favour of any other party, except of Shinhan Bank as stated above, and that the Properties are not subject to any agreement of sale, mortgage, or lien and are not subject to any capital lis pendens notice and are not under attachment order of any court or for non-payment of taxes, land revenue etc. and no notification has been issued under any statute for acquisition of the same and is not under orders of compulsory purchases under Income Tax Act, 1961.

For Shinhan Bank

For Shinhan Bank

Name:
Designation:

Name:
Designation:

**THE FIRST SCHEDULE ABOVE REFERRED TO:
(PART – I)**

Nature of Facility	Sanction Letter no. and date	Amount	Rate of Interest/ Commission	Default Interest	Other charges if any
Housing Loan (Top-Up)			[] % (Repo Rate at present) * + [] % (Spread at present) = []%	[] %	

Note: It is acknowledged that the interest rate specified above are subject to modifications from time to time as per the terms of the loan documents. It is agreed and acknowledged that the mortgage created hereunder shall also secure such enhanced interest, as applicable, together with all amounts due under the loan documents.

**(Part-II)
List of Title Deeds of Said Property**

Please populate the below-mentioned table by recording each of the title documents, as recommended by the legal/ title search report

S. No.	Name and date of document	Original/ Copy

For **Shinhan Bank**

Name:
Designation:

For **Shinhan Bank**

Name:
Designation:

SCHEDULE II:
Details of Facility

Equitable mortgage on the property(ies) situated at and bearing the following description.

SR.No	Type of Property	Location / Address	Area of the Property

Together with, existing and future (a) buildings, structures, fixtures and attachments standing or constructed thereon, whether attached to earth or permanently fastened to anything attached to earth; (b) rights, title, interest, benefits and claims, of any kind whatsoever, in, to, or in respect thereof or the aforementioned buildings, structures, fixtures and attachments (including any rights and entitlement to the floor area ratio/gross built-up area); (c) all liberties, privileges, easements and appurtenances; hereditaments, of any kind whatsoever, in connection therewith or the aforementioned buildings, structures, fixtures and attachments; (d) all estates, rights, title, interests, properties, claims and demands, of any kind whatsoever, in connection therewith; (e) all rights to use common areas and facilities and incidentals attached thereto, together with all trees, fences, hedges, ditches, ways, sewers, drains, waters, watercourses, liberties, privileges, easements and appurtenances whatsoever to the said lands, hereditaments or premises or any part thereof belonging to or in any manner appurtenant thereto or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto; (f) and all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagors into and upon the same.

For **Shinhan Bank**

Name:

Designation:

Place:

Date: ___ / ___ / ___

For **Shinhan Bank**

Name:

Designation:

VISITORS SLIP

The following persons attended the Office of Shinhan Bank ,Branch Office at _____
on ____ / ____ /20 ____ at AM/ PM at the time of creation of equitable mortgage in favour of Shinhan Bank for
extending Credit facilities of Rs. _____ /- (Rupees _____
_____) Only), respectively granted / continued
/ to be made available to _____

Sr. No.	Name of the Person	Designation	Signature
1			
2			
3			

Together with easements attached thereto and together

For **Shinhan Bank**

Name:

Designation:

Place:

Date: ____ / ____ / ____

For **Shinhan Bank**

Name:

Designation:

