



Shinhan Bank

India

LOAN AGAINST PROPERTY

Name of Borrower : _____

CIF No. : _____

Loan Account Number: _____

Branch Name : _____

Relationship Manager: _____

DSA : _____

INDEX

| SR NO | LIST OF CONTENT | PAGE NO |
|--------------|--|----------------|
| 1. | Loan Against Property 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. | End Use Letter | 24 |
| 8. | Standing Instruction | 26 |
| 9. | NACH Form | 28 |
| 10. | Power of Attorney (POA) | 30-32 |
| 11. | Undertaking (in case of takeover of loans) | 34-35 |
| 14. | Letter of Continuity For On-Demand Promissory Note | 37-38 |
| 13. | Mortgage Declaration- Cum- Confirmation Letter | 40-45 |
| 12. | Memorandum Of Entry (MOE) | 47-51 |

Stamp Paper

LOAN AGAINST PROPERTY 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 Taepyongro 2- ga, Jung- gu, Seoul, Korea, 100724 and duly recognized by the Reserve Bank of India (RBI) as a Scheduled Commercial Bank having branch presence in India, acting through it’s 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 Scheduled Commercial Bank having branch presence in India.
2. The Borrower(s) are desirous of obtaining a loan facility and have approached the Lender in respect thereof, offering, amongst others, the Property as security for the said facility. Pursuant to the request made by the Borrower(s), the Lender has agreed to provide loan facility (mortgage loan) in accordance with the terms of this Agreement.
3. In view of the mutual considerations, the Parties are now desirous of entering into this Agreement to record the terms and conditions of the loan 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) All capitalized 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 utilised by the Borrower(s) only towards the Purpose set out in the Schedule hereto.
- 2.4 The Borrower(s) hereby agrees and undertakes to comply with all terms and conditions including special conditions specified in the Schedule hereto.
- 2.5 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 Schedule hereto.
- 3.5 The Borrower(s) agrees and acknowledges that in the event the Borrower(s) fails to pay the Equated Monthly Installment (EMI)s (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.

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 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 authorised 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 authorised 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 represent, warrant, make and confirm 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 authorize(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 (KYC documents of the Borrower) | |
| 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> | |

| | |
|--|--|
| <p align="center">IDENTIFICATION DOCUMENTS (KYC documents of the Co-Borrower)</p> | |
| <p align="center">CURRENT RESIDENTIAL ADDRESS</p> | |
| <p align="center">CURRENT OFFICE ADDRESS</p> | |
| <p align="center">E-MAIL ADDRESS</p> | |

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

| | |
|--|--|
| <p align="center">SHINHAN BANK BRANCH ADDRESS</p> | |
|--|--|

Particulars of Loan and Security

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 |
| EQUATED MONTHLY INSTALLMENT/S (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 | a) First and exclusive charge by way of mortgage in favour of the Lender over the Property; b) [insert other security interest] |

(Signature page follows)

VI. SIGNATURES

Date: _____

Place: _____

For Shinhan Bank:

| | |
|--|--|
| SIGNED AND DELIVERED by the within named Shinhan Bank by the hand of Mr./Ms. | |
|--|--|

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: _____ |
|---|----------------------|

In case of Borrower being a partnership firm/HUF/Association of Persons:

| | |
|--|------------------------------------|
| SIGNED AND DELIVERED by the within named Borrower i.e. _____ and each of the following members of the said firm/ HUF/ Association of Persons: i) _____ ii) _____ iii) _____ | _____ Name of Signatory: |
|--|------------------------------------|

In case of Borrower being a Company/Society/Trust:

| | |
|---|---|
| SIGNED AND DELIVERED by the within named Borrower i.e. _____ by _____, its authorized signatory | _____ Name of Signatory: Designation: |
|---|---|

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

Date:

Passed/issued by:

DEMAND PROMISSORY NOTE COVERING NOTE

Date: _____ / _____ / _____

Shinhan Bank,

(“Shinhan Bank”)

**Ref: Loan facility (loan against property) 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.

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 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: _____ / _____ / _____

(“Shinhan Bank”)

**Reference: Loan facility (loan against property) aggregating to Rs. _____ (“Facility”)
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 particulars of branch where DPN to be submitted.

DP NOTE DELIVERY CUM WAIVER LETTER

To,
Shinhan Bank,

Date: _____ / _____ / _____

(“Shinhan Bank”)

**Ref: Loan facility (loan against property) 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 loan facility (loan against property) 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 loan facility (loan against property) 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 loan (loan against property)

1. I/We have been sanctioned amount of Rs _____ /- (Rupees _____ only) as loan(loan against property) 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

END-USE CERTIFICATE

To,
Shinhan Bank,

Date: ____ / ____ / ____

(“Shinhan Bank”)

Reference: Loan Against Property of Rs. _____ /- (Rupees _____ only) (the “Facility” or “Loan”) vide sanction letter numbered _____ dated ____ / ____ / ____ issued by Shinhan Bank (“Sanction Letter”)

Sub: End Use Certificate

I/We the Borrower(s) of the Facility, hereby certify that:

The Facility sanctioned by Shinhan Bank has been utilised for the _____ [INSERT PURPOSE]. The Facility has not been utilised towards any speculative activity prohibited under the law, for purchase of land, or for any other activity prohibited by Reserve Bank of India or prohibited under the terms and conditions of the Facility, including under the Loan Documents;

- a) The Facility has been utilised in accordance with the sanction letter issued by Shinhan Bank and the Loan Documents executed in respect thereof;
- b) This letter may be relied upon by the Bank for all purposes and may be deemed true for the entire Tenor of the Loan.

Capitalised terms used but not defined herein shall have the meaning ascribed to the terms in the Sanction Letter and/or the Loan Documents executed pursuant thereto.

Yours Faithfully,

[SIGNED AND DELIVERED BY]

| | |
|-------------------------------|---------------------|
| _____ [BORROWER] | _____ [BORROWER] |
| _____ [BORROWER] | _____ [BORROWER] |
| _____ [BORROWER] | _____ [BORROWER] |
| Place: Date: | |

STANDING INSTRUCTION

From:

(“Borrower”)

To,

(“Shinhan Bank”)

Dear Sir/Madam,

Reference: Standing Instruction for loan account number _____

1. This is in reference to the loan (loan against property) of an amount of Rs. _____/- (Rupees _____ only) (hereinafter referred to as “Facility” or “Loan”), sanctioned to me/us (being the Borrower) by Shinhan Bank. Our CustomerID is _____ and loan account number is _____.
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 Facility and from my/our savings Account no. _____ maintained with your _____ branch towards the Payment of monthly EMI due to the Bank, in respect of the availed 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 2) 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>_____</p> <p>[BORROWER]</p> | <p>_____</p> <p>[BORROWER]</p> |
| <p>_____</p> <p>[BORROWER]</p> | <p>_____</p> <p>[BORROWER]</p> |
| <p>Place:</p> <p>Date:</p> | |

Insert branch particulars where Letter to be submitted.

Mandate Instruction Form (ACH/ECS)

| | | | |
|---|--|----------------------------|-------------------------|
| SHINHAN BANK | UMRN <input type="text"/> | Date <input type="text"/> | <input type="text"/> |
| Sponsor Bank Code <input type="text" value="sHeK0000003"/> | | Create Modify Cancel | |
| Utility Code <input type="text" value="NACH00000000006365"/> | I/We authorize <input type="text" value="SHINHAN BUSINESS SUPPORT DEPT."/> | | |
| To debit (tick 7) <input type="text" value="se / in/ cC / SB-NRE/ SB-NRO / OTHER"/> | Bank a/c number <input type="text"/> | | |
| With Bank <input type="text"/> | IFSC/MICR <input type="text"/> | | |
| An amount of Rupees <input type="text"/> | <input type="text"/> | | |
| Debit 3VDe @ Fixed Amount O Maximum Amount <u>Frequency</u> O Monthly O Quarterly O Half Yearly O Yearly O As & when presented | | | |
| Reference 1 <input type="text"/> | Reference 2 <input type="text"/> | | |
| <small>I. 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.</small> | | | |
| From <input type="text"/> | <input type="text"/> | | |
| To <input type="text"/> | <input type="text"/> | | |
| Or Until Cancelled | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| PhoneNo. <input type="text"/> | <input type="text"/> | 2. <input type="text"/> | y. <input type="text"/> |

Mandate Instruction Form (ACH/ECS)

| | | | |
|--|--|----------------------------|--------------------------|
| SHINHAN BANK | UMRN <input type="text"/> | Date <input type="text"/> | <input type="text"/> |
| Sponsor Bank Code <input type="text" value="si-JBK0000003"/> | | Create Modify Cancel | |
| Utility Code <input type="text" value="NACH00000000006365"/> | I/We authorize <input type="text" value="SHINHAN BUSINESS SUPPORT DEPT."/> | | |
| To debit (tick /) <input type="text" value="SB/CA/CC/SB-NRE/SB-NRO/OTHER"/> | Bank a/c number <input type="text"/> | | |
| With Bank <input type="text"/> | IFSC/MICR <input type="text"/> | | |
| An amount of Rupees <input type="text"/> | <input type="text"/> | | |
| Debit <input type="text"/> @ 0 Fixed Amount d Maximum Amount <input type="text"/> @ 0 Monthly d Quarterly d Half Yearly d Yearly d As & when presented | | | |
| Reference 1 <input type="text"/> | Reference 2 <input type="text"/> | | |
| <small>has been read, understood & made by 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.</small> | | | |
| From <input type="text"/> | <input type="text"/> | | |
| To <input type="text"/> | <input type="text"/> | | |
| Or Until Cancelled | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| PhoneNo. <input type="text"/> | <input type="text"/> | 2. <input type="text"/> | \$. <input type="text"/> |

Mandate Instruction Form (ACH/ECS)

| | | | |
|--|--|-----------------------------|--------------------------|
| SHINHAN BANK | UMRN <input type="text"/> | Date <input type="text"/> | <input type="text"/> |
| Sponsor Bank Code <input type="text" value="si-JBK0000003"/> | | Create Modify' Cancel | |
| Utility Code <input type="text" value="NACH00000000006365"/> | I/We authorize <input type="text" value="SHINHAN BUSINESS SUPPORT DEPT."/> | | |
| To debit (tick /) <input type="text" value="SB/CA/CC/SB-NRE/SB-NRO/OTHER"/> | Bank a/c number <input type="text"/> | | |
| With Bank <input type="text"/> | IFSC/'IICR <input type="text"/> | | |
| An amount of Rupees <input type="text"/> | <input type="text"/> | | |
| Debit Type @ Fixed Amount @ Maximum Amount <u>Frequency</u> @ Monthly @ Quarterly @ Half Yearly @ Yearly @ As & when presented | | | |
| Reference 1 <input type="text"/> | Reference 2 <input type="text"/> | | |
| <small>has been read, understood & made by 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.</small> | | | |
| From <input type="text"/> | <input type="text"/> | | |
| To <input type="text"/> | <input type="text"/> | | |
| Or Until Cancelled | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| PhoneNo. <input type="text"/> | <input type="text"/> | 2. <input type="text"/> | \$. <input type="text"/> |

2. And I/ we hereby agree and confirm that all and whatever act or acts my/our said Attorney, whether by itself and/or through its employees/ agents, shall lawfully do, execute or perform or cause to be done, executed or performed in connection with the above said powers under and by virtue of this Deed, shall be deemed and construed to have been done/ given effect by me/ us
3. I/We state that the Power of Attorney so granted shall be valid till such time the above purpose is achieved and security interest in favour of Shinhan Bank in respect of the Property is created and perfected to its satisfaction.

IN WITNESS WHEREOF, I/We, the said _____ have hereto signed at _____ this _____ of _____, _____ (year).

Signed and delivered by the within named in the presence of _____

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

BEFORE ME
 PARTICULARS OF NOTARY PUBLIC

SCHEDULE
Description of Property

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 Owners into and upon the same.

UNDERTAKING
(in case of takeover of loans)

To,

("Shinhan Bank")

I/We _____, the undersigned Borrowers hereby state as follows:

1. That we have availed Loan Against Property (Takeover) proposal of _____
(Rupees _____ Only)
from Shinhan Bank ("**Facility**") as a takeover from _____.
2. We had submitted our original property documents to the said (insert name of transferee bank) _____ against the loan amount, which we have availed from them in respect of the property, particulars of which are mentioned below ("Property"):

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

3. That the said _____ (insert name of transferee bank) will release the original property documents only after the complete outstanding amount is cleared.
4. That we hereby undertake as follows:
 - a) We hereby assure and would be personally responsible to hand over all the Property documents to the said Shinhan Bank, no later than 15 days from the date of disbursement of the Facility by Shinhan Bank. The list of documents pertaining to the Property(ies) are identified below:

| S. No. | Particulars of Property Documents |
|--------|-----------------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

- b) We hereby undertake to hand over to Shinhan Bank, no later than 15 days from the date of disbursement of the Facility by Shinhan Bank, the loan clearance certificate/ no-dues-certificate which shall be issued by the said _____ (insert name of transferee bank) after the loan account with them is closed;
- c) We agree to bear all costs and expenses for retrieval of my original documents from the Sub- Registrar office and we authorize Shinhan Bank to receive the same from us if the same is required to be done by the representatives of Shinhan Bank, upon failure on my part to recover the same;
- d) In the event of any failure at my/ our end to comply with the terms of this Undertaking, we acknowledge that the entire Facility may become due and payable immediately by me/ us to Shinhan Bank, together with interest in terms of the loan documents, at the sole discretion of Shinhan Bank;
- e) This Undertaking shall form a part of the loan documents executed in respect of the Facility and may be relied upon by Shinhan Bank in granting/ disbursing the Facility.

Yours faithfully,

[SIGNED AND DELIVERED BY]

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

Insert branch particulars where letter to be submitted.

LETTER OF CONTINUITY FOR ON-DEMAND PROMISSORY NOTE

To,
The Branch Manager,
Shinhan Bank,

(“Shinhan Bank”)

Reference: Loan facility (loan against property) 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 Loan (loan against property) 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) | Loan Against Property Facility Agreement | ___/___/___ |
| (ii) | General Terms and Conditions Loan Against Property/ Mortgage Loan | ___/___/___ |
| (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]

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

MORTGAGE DECLARATION-CUM-CONFIRMATION LETTER [FRESH]

| | |
|---|--|
| <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>_____</p> <p>(“Shinhan Bank” / “the Bank”)</p> |
|---|--|

Dear Sir,

1. I/We are writing this to confirm that 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 relating to our property on _____ / _____ / _____, as described in Schedule II hereto (“Property/(ies)”) with an intent to create an equitable mortgage over the Property/(ies) as security for the loan facility(loan against property) 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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 lispendens 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.

7. 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 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 depositing Original Title Deeds | |
| 4 | Details of the Facilities | <p>Loan against Property: Rupees (in figure) – Rs. [_____]/- Ruppee (in words) – Rupees [_____] only</p> <p>Number of EMI's – [_____] from the date of disbursement EMI Due Date: Every [_____] of month</p> <p>Note: The EMI is based on the tenor and rate of interest charged on the 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 | Reference no. _____ and dated _____ |
| 6 | Facility agreement dated | ____ / ____ / ____ |
| 7 | Date of Deposit of Original Title-deeds of the Property(ies) | |
| 8 | Place of Deposit of original Title deeds | |

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 (MOE)

(For equitable mortgage by way of deposit of original title deeds)

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 deposits and deliveries with them as under:

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)**”),

(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 Mortgagor, on the ____ / ____ / _____, handed over and delivered to (1) _____ and (2) _____ of Shinhan Bank the original Title Deeds, more particularly described in Part II of the First Schedule hereunder written, relating to the Property(ies), with an intent to create first and exclusive charge/mortgage in favour of Shinhan Bank by way of equitable mortgage by deposit of original Title Deeds over the said Property(ies), to secure the due repayment, discharge and redemption by the Mortgagors of the loan facility (loan against property) aggregating to Rs. _____ (Rupees _____ only) provided by Shinhan Bank in terms of sanction letter dated ____ / ____ / _____ bearing Ref. No.: _____ and dated ____ / ____ / _____ (“**Facility**”), the facility agreement and other loan documents executed in respect thereof (more specifically mentioned in Part I of First Schedule hereunder written), 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, costs, charges, expenses and other monies, payable by the Mortgagor to the Lender under the respective loan documents (including the sanction letter) referred above, as amended from time to time;

(3) On the same day, i.e. ____ / ____ / _____, the Mortgagors also stated that the existing Title Deeds were the only documents of title relating to the Property(ies) and that the Mortgagor has a clear and marketable title to the Property(ies) free from all encumbrances.

For Shinhan Bank

For Shinhan Bank

Name:

Designation:

Name:

Designation:

- (3) Whilst giving oral consent and making deposit of the Title Deeds as above the said Mortgagors, stated that they did so in their capacity as the Mortgagors with an intent to create mortgage by way of equitable mortgage over the Property(ies) in favour of Shinhan Bank as the Lender of Facility, on the Mortgagors' Property (ies).
- (4) The said Mortgagors, also stated that they are authorized to make such deposit and give such oral assents and consents to (1)_____ and (2)_____, acting for Shinhan Bank.
- (5) (1)_____ and (2)_____ of Shinhan Bank, _____ Branch, accepted the deposit of the said Title Deeds described in the First Schedule hereunder written made by the said Mortgagors and as and by way of physical deposit and delivery thereof.

For Shinhan Bank

For Shinhan Bank

Name:

Designation:

Name:

Designation:

THE SECOND SCHEDULE ABOVE REFERRED TO

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**

For **Shinhan Bank**

Name:

Name:

Designation:

Designation:

Place:

Date: ___ / ___ / ___

VISITORS SLIP

The following person attended the office of Shinhan Bank, branch office at _____
on ____ / ____ / ____ at ____ AM/ PM at the time of creation of equitable mortgage in favour of Shinhan Bank
for extending loan facility (loan against property) aggregating to 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**

For **Shinhan Bank**

Name:

Name:

Designation:

Designation:

Place:

Date: ____ / ____ / ____

