



Customer Name	:	
Reference No.	:	
Loan Account No.	:	

- 1. Schedule I to Agreement for Mortgage Loan
- 2. Combined Declaration 4 Copies
- 3. DPN (Individual)
- 4. DPN (Firm / Corporate)
- 5. Letter of Continuity 4 Copies
- 6. POA Mortgage (Applicable for Equitable Mortgage Notarized on Stamp Paper)
- 7. Deed of Guarantee (If applicable; On Stamp Paper)
- 8. End use declaration by Borrowers (To be used for Loan against Property & Top-up only)

SCHEDULE I TO THE LOAN AGREEMENT

Brancl	n Name:	Place:
Addre	ss:	Date:
1	Place of the execution of this Agreement Branch	
2	Date, month and year of the execution of this Agreement	
2.1	Purpose of the Loan	
2.2	Details of Property to be Mortgaged	
3	The Bank/ Lender	Suryoday Small Finance Bank Ltd., a Bank incorporated under the Companies Act, 1956 and a Banking Bank under the Banking Regulation Act 1949 and having its Registered office at #1101, Sharda Terraces, Plot 65, Sector 11, CBD Belapur, Navi Mumbai – 400 614, hereinafter referred to as the "Bank" which expression shall, unless it is repugnant to the context or meaning thereof, deem to mean and include its successors and assigns
	(a) Details of the Borrower	
		Mr. / Mrs. / Messers
		(PAN. No) an Indian inhabitant / a sole proprietorship / a
		partnership firm constituted under the Partnership Act, 1932 / a company incorporated
		under the Companies Act, 1956 / residing at / having its principal office / registered office
		(hereinafter called the "Co-
		Borrower(s)") Full Name:(As in Sale Deed)
		Residence Address :
		Tel :
		Email:
		Office Address :
		Tel :
		Email :
	(b) Details of the Co-Borrower	
	CO-BOLLOWEL	Mr. / Mrs. / Messers.
		(PAN. No) an Indian inhabitant / a sole proprietorship / a
		partnership firm constituted under the Partnership Act, 1932 / a company incorporated
		under the Companies Act, 1956 / residing at / having its principal office / registered office
		(hereinafter called the "Co-
		Borrower(s)") Full Name:(As in Sale Deed)
		Residence Address :
		Tel :
		Email:
		Office Address :
		Tel :
		Email :

	(c) Details of the	
	Co-Borrower	Mr. / Mrs. / Messers
		(PAN. No) an Indian inhabitant / a sole proprietorship / a
		partnership firm constituted under the Partnership Act, 1932 / a company incorporated
		under the Companies Act, 1956 / residing at / having its principal office / registered office
		and represented by
		(hereinafter called the "Co-
		Borrower(s)") Full Name:(As in Sale Deed)
		Residence Address :
		Tel :
		Email:
		Office Address :
		Tel :
		Email :
	(d) Details of the	
	Co-Borrower	Mr. / Mrs. / Messers
		(PAN. No) an Indian inhabitant / a sole proprietorship / a
		partnership firm constituted under the Partnership Act, 1932 / a company incorporated
		under the Companies Act, 1956 / residing at / having its principal office / registered office
		and represented by
		(hereinafter called the "Co-
		Borrower(s)") Full Name:(As in Sale Deed)
		Residence Address :
		Tel :
		Email:
		Office Address :
		Tel :
		Email :
	Inclusions in the definition	The expressions "Borrower(s)" and Co-borrower(s)" shall unless be repugnant to the
	of the term Borrower &	context mean and include their legal heirs, representatives in interest, executors,
	Co-Borrower(s)	administrators and assigns etc.,
Net		Assisted Descender Lange Associate Da
	-	Against Property Loan Amount: Rs Repayment: Monthly Equated Monthly Instalments (EMI) on 5th / 10th / 15th of every month. EMI is inclusive of
	rincipal and monthly interest d	
	• •	I, entire Principal along with interest shall immediately become due and payable.
(11) 111	default of payment of any Ewi	, entire i micipal along with interest shan immediately become due and payable.
Fixed I	Rate of Interest for initial	year and Floating Rate of Interest thereafter
	Rate (for year):	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	% p.a. with monthly rest	;, i.e. TBLR as on @% +% credit spread
Floatir	ng Rate (for remaining tenure a	
TBLR a	as on +	Credit Spread p.a. at monthly rest for remaining tenure
(1) Po	th the Fixed and the Fleating	rates will be linked to One Year Treasury Bill Benchmark Linked Lending Rate (TBLR) as
	-	ndia Pvt. Ltd. (FBIL) and credit spread determined as per internal policy of the Bank. (2) On
compl	etion of fixed period of	months, the Loan will move into Floating rate of interest which will be linked to the TBLR
		Floating Rate commences. (4) The Floating Rate will be reset on annual basis for the residual
		e is published by FBIL (www.fbil.org.in) as well as on the Bank website www.suryodaybank. AQ) can be accessible on the Bank's website. (5) FBIL announces the benchmark rates for
		basis except Saturdays, Sundays and public holidays at 5.30 PM.
Proces	ssing Fee:% of the Loar	n Amount plus GST
Admir	nistrative Charges: Rs. 5000/- p	lus GST
	-	

Inclusions in the definition	The expressions "Borrower(s)" and Co-borrower(s)" shall unless be repugnant to the
of the term Borrower &	context mean and include their legal heirs, representatives in interest, executors,
Co-Borrower(s)	administrators and assigns etc.,

Prepayment Charges:

- 4% of principal including all dues; if any outstanding upto 06 months after 06 months, 2% of Outstanding principal including all dues; if not being paid from own resources
- No prepayment charges on floating rate housing loans

In Part Disbursement Cases

- If customer does not wish to avail any further disbursement, Customer has to submit a restriction letter along with balance payment receipts for downsizing the Loan, wherein last disbursement would be considered as the final disbursement.
- If customer wishes to prepay his Loan without availing the full Loan amount sanctioned or submission of restriction letter, the last disbursement taken would be treated as final disbursement and No prepayment charges would be levied.

Bounce of Cheque charges: Rs 500/- per instance including GST

Swap Charges: Rs. 1500/- per instance including GST

Guarantee	е	1st Guarantor	2nd Guarantor
Informatio	on	Name :	Name :
		Address :	Address :
		Tel No.:	Tel No.:
Sr. No.		List of Documents submitted towar	ds Creation of Security
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
		f, the Borrower(s) and the Bank have signed and delivered	
SIGNED A	ND DELIV	/ERED By Individual Sole Proprietary	Partnership Company
1) Appl	licant		Sign
2) Co-a	pplicant	1	Sign
3) Co-a	pplicant	2	Sign
4) Co-a	nnlicant	3	Sign
			Sign
Common	Seal of		
		nited is hereunto affixed pursuant to the resolution	
nassed in		nvened meeting of its Board of Directors held on	
pusseu in	a adiy cu	and in presence of its officials as below wh	
have sot t	hoir rocn	ective hands hereto in witness thereof	
			-
Name	sence of	Designation/Title	Signature
Nama		Designation/ Little	SIGUALOLE

DECLARATION FORMS

Date: _____

To The Branch Manager Suryoday Small Finance Bank

____Branch

Dear Sir / Madam,

1. DEC	LARATION OF COMMU	INICATION / LOCAL	ADDRESS
I, Mr./Ms	Con	firm that my PERMANENT .	ADDRESS is
Document for Proof of Address enclosed	:		
COMMUNICATION / LOCAL ADDRESS: ()			
			PIN
*In the event of any change in this addre			
	(Customer Signature)		(CIF Number / Account Number)
2. B	IRTH DATE DECLARATI	ON / NAME DECLAR	ATION
For Suryoday Account I hereby declare the Please open the Account with Name/ DC			
Consider the Name/DOB as per the attes			
			(CIF Number / Account Number)
	3. DIFFERENCE	IN SIGNATURE	
For New Account Opening Customer:			
	hav	e submitted my	(document) as
Signture Proof for opening an account.			
However, the signature thereon is my old	d signature. This declaration be	ears my new signature whi	ch matches with that on the form and hence
to be considered as my present signature	2.		
For Existing Account Customer:			
I have a Saving / Current Account No		with your	Branch. In view of change in
my signature over a period of time, I am			
I state that, without any prejudice to the	Bank's rights in law or under	the Terms and conditions o	r otherwise, I shall be liable to pay damages
and compensation to the Bank, which m	nay have been incurred or suf	fered by the Bank due to t	he Bank opening the Account relying on my
aforesaid representation.			
(Old Signature)	(New Signature)		
· · · · · · · · · · · · · · · · · · ·	(Customer Signature)		(CIF Number / Account Number)
4. DOCUMEN	T OBTAINED FOR VER	NACULAR LANGUAG	E DECLARATION
I the Applicant(s) Mr./Ms.		ha	ve understood the document (AQF/CIF etc)
as explained to me by the declarant (rms and condition s of the account opening
form			
		e Declarant) residing at	have read
out and explained the contents of this Ac	count Opening Form to the Ap	plicant (s) Mr./ Ms	
in language he/she	/they have confirmed that he	/she/they has /have under	stood the same and have agreed to abide by
all the terms and conditions of the said	Account Opening Form. I conf	irm that whatever I have s	tated hereinabove is true and correct to the
best of my knowledge and belief.			
Signed by Mr. / Ms	(the D	eclarant – who is explainin	g the contents
Date:	Place:		
	(Customer Signature)		(CIF Number / Account Number)

DECLARATION FORMS

Date: _____

To The Branch Manager Suryoday Small Finance Bank

____Branch

Dear Sir / Madam,

I, Mr./MsConfirm that my PERMANENT ADDRESS is Document for Proof of Address enclosed: COMMUNICATION / LOCAL ADDRESS: (All Communications will be sent to below Mailing Address)
COMMUNICATION / LOCAL ADDRESS: (All Communications will be sent to below Mailing Address) PIN PIN *In the event of any change in this address, I shall intimate the Bank about my new address within 2 weeks of such a change. (Customer Signature) (CIF Number / Account Num C. BIRTH DATE DECLARATION / NAME DECLARATION For Suryoday Account I hereby declare that my Date of Birth/Name (tick off the option not applicable): Please open the Account with Name/ DOB as "" Consider the Name/DOB as per the attested Proof of Address / Proof of ID"
PIN
*In the event of any change in this address, I shall intimate the Bank about my new address within 2 weeks of such a change. (CIF Number / Account Number / Acc
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Consider the Name/DOB as per the attested Proof of Address / Proof of ID
(Customer Signature)(CIF Number / Account Nu
3. DIFFERENCE IN SIGNATURE
For New Account Opening Customer:
I, Mr./Ms have submitted my(docu
Signture Proof for opening an account.
However, the signature thereon is my old signature. This declaration bears my new signature which matches with that on the form a
to be considered as my present signature.
For Existing Account Customer:
I have a Saving / Current Account No with yourBranch. In view of o
my signature over a period of time, I am submitting herewith (document) bearing my new signature.
I state that, without any prejudice to the Bank's rights in law or under the Terms and conditions or otherwise, I shall be liable to pay
and compensation to the Bank, which may have been incurred or suffered by the Bank due to the Bank opening the Account relying
aforesaid representation.
(Old Signature) (New Signature)
(Customer Signature)(CIF Number / Account Nu
4. DOCUMENT OBTAINED FOR VERNACULAR LANGUAGE DECLARATION
I the Applicant(s) Mr./Mshave understood the document (AQI
as explained to me by the declarant () and agree to abide by all the terms and condition s of the account
form (Signature)
,the Declarant) residing at ł
out and explained the contents of this Account Opening Form to the Applicant (s) Mr./ Ms
in language he/she/they have confirmed that he /she/they has /have understood the same and have agreed to
all the terms and conditions of the said Account Opening Form. I confirm that whatever I have stated hereinabove is true and corre
best of my knowledge and belief.
Signed by Mr. / Ms (the Declarant – who is explaining the contents
Date: Place:
(Customer Signature)(CIF Number / Account Nu

DECLARATION FORMS

Date: _____

To The Branch Manager Suryoday Small Finance Bank

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I have a Saving / Current Account No with yourBranch. In view of o
my signature over a period of time, I am submitting herewith (document) bearing my new signature.
I state that, without any prejudice to the Bank's rights in law or under the Terms and conditions or otherwise, I shall be liable to pay
and compensation to the Bank, which may have been incurred or suffered by the Bank due to the Bank opening the Account relying
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Date: Place:
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Date: _____

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I have a Saving / Current Account No with yourBranch. In view of o
my signature over a period of time, I am submitting herewith (document) bearing my new signature.
I state that, without any prejudice to the Bank's rights in law or under the Terms and conditions or otherwise, I shall be liable to pay
and compensation to the Bank, which may have been incurred or suffered by the Bank due to the Bank opening the Account relying
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I the Applicant(s) Mr./Mshave understood the document (AQI
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,the Declarant) residing at ł
out and explained the contents of this Account Opening Form to the Applicant (s) Mr./ Ms
in language he/she/they have confirmed that he /she/they has /have understood the same and have agreed to
all the terms and conditions of the said Account Opening Form. I confirm that whatever I have stated hereinabove is true and corre
best of my knowledge and belief.
Signed by Mr. / Ms (the Declarant – who is explaining the contents
Date: Place:
(Customer Signature)(CIF Number / Account Nu

DEMAND PROMISSORY NOTE

INR/-			
		Date:	
		Place:	
ON DEMAND,			
We,		_, hereby promise to pay to Suryoday Small Finance	Bank Limited
or order or wherever demanded, the sum of INR.	_/- (INR _	(Only), for value
received, together with the compound interest thereon at	_% p.a.	with monthly rests or such other rate as the Bank ma	y fix from time
to time, from the date hereof till the date of payment. Presentment	for paym	nent and noting and protest of this note are hereby a	unconditionally
waived			
Borrower Name			Revenue Stamp
			of Re. 1/- to be affixed with
			signature across
Co- Borrower 1 Name			
			Revenue Stamp
			of Re. 1/- to be affixed with
			signature across
Co- Borrower 2 Name			
			Revenue Stamp of Re. 1/- to
			be affixed with signature across
Co- Borrower 3 Name			
			Revenue Stamp
			of Re. 1/- to be affixed with
			signature across

Address of the Borrower

Residential address:	Communication address:

LETTER OF CONTINUITY FOR DEMAND PROMISSORY NOTE

SURYODAY SMALL FINANCE BANK

Dear Sir,

I/We	have	executed	а	Promissory	Note	for	INR.
/- (INR	Only), dated			duly sign	ed and o	deliver	ed by
me/us to you and payable on demand which is given to you as security for the	e repayment by u	s to your ba	ank c	of any sim due	e now d	ue or v	which
my hereafter be or become by us to the bank by way of overdraft in current ac	ccount and or loa	n or advanc	:es, r	notwithstandi	ng the f	act tha	at the
overdraft and or loans or advances or accounts, may from time to time be re-	duce or extinguis	hed for the	bala	ance in the sa	id acco	unt bro	ought
credit, the intention being that the said Demand Promissory Note and Security	shall be a contin	uing securit	y for	any borrowir	ng by us	at any	/ time
to your bank.							
Borrower Name		B	Borro	wer Signature			

Co-Borrower 1 Name

Co-Borrower 2 Name

Co-Borrower 3 Name

Co-Borrower 2 Signature

Co-Borrower 1 Signature

Co-Borrower 3 Signature

LETTER OF CONTINUITY FOR DEMAND PROMISSORY NOTE

SURYODAY SMALL FINANCE BANK

Dear Sir,

I/We	have	executed	а	Promissory	Note	for	INR.
/- (INR	Only), dated			duly signe	ed and d	leliver	ed by
me/us to you and payable on demand which is given to you as security fo	or the repayment by u	s to your ba	ink c	of any sim due	now du	ue or v	which
my hereafter be or become by us to the bank by way of overdraft in curre	nt account and or loa	n or advanc	es, r	notwithstandi	ng the fa	act tha	at the
overdraft and or loans or advances or accounts, may from time to time b	e reduce or extinguis	hed for the	bala	ance in the sa	id accou	int bro	ought
credit, the intention being that the said Demand Promissory Note and Sec	urity shall be a contin	uing securit	y for	any borrowin	ig by us	at any	, time
to your bank.							
Borrower Name		В	orro	wer Signature			

Co-Borrower 1 Name

Co-Borrower 2 Name

Co-Borrower 3 Name

Co-Borrower 1 Signature

Co-Borrower 2 Signature

Co-Borrower 3 Signature

LETTER OF CONTINUITY FOR DEMAND PROMISSORY NOTE

SURYODAY SMALL FINANCE BANK

Dear Sir,

I/We	have	executed	а	Promissory	Note	for	INR.
/- (INR	Only), dated			duly signe	ed and o	deliver	ed by
me/us to you and payable on demand which is given to you as security for	r the repayment by u	s to your ba	ink c	of any sim due	now d	ue or v	which
my hereafter be or become by us to the bank by way of overdraft in curren	nt account and or loa	n or advanc	es, r	notwithstandi	ng the f	act tha	at the
overdraft and or loans or advances or accounts, may from time to time be	e reduce or extinguis	hed for the	bala	ance in the sa	id accou	unt bro	ought
credit, the intention being that the said Demand Promissory Note and Secu	urity shall be a contin	uing securit	y for	any borrowir	ig by us	at any	<i>i</i> time
to your bank.							
Borrower Name		В	orro	wer Signature			

Co-Borrower 1 Name

Co-Borrower 2 Name

Co-Borrower 3 Name

Co-Borrower 2 Signature

Co-Borrower 1 Signature

Co-Borrower 3 Signature

LETTER OF CONTINUITY FOR DEMAND PROMISSORY NOTE

SURYODAY SMALL FINANCE BANK

Dear Sir,

I/We	have	executed	а	Promissory	Note	for	INR.
/- (INR	Only), dated			duly signe	ed and d	leliver	ed by
me/us to you and payable on demand which is given to you as security for the	repayment by u	s to your ba	ink o	f any sim due	e now du	ue or v	which
my hereafter be or become by us to the bank by way of overdraft in current ac	count and or loa	n or advanc	es, n	otwithstandi	ng the fa	act tha	at the
overdraft and or loans or advances or accounts, may from time to time be rec	luce or extinguis	hed for the	bala	nce in the sa	id accou	unt bro	ought
credit, the intention being that the said Demand Promissory Note and Security	shall be a contin	uing securit	y for	any borrowin	ng by us	at any	/ time
to your bank.							
Borrower Name		В	orro	wer Signature			

Co-Borrower 1 Name

Co-Borrower 2 Name

Co-Borrower 3 Name

Co-Borrower 1 Signature

Co-Borrower 2 Signature

Co-Borrower 3 Signature

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENT SHALL COME, I/WE _____

SEND GREETINGS:

Whereas I/We am/are the owner/s of the immovable property described in the Schedule hereunder Written (herein after called the "Property")

And whereas by a Loan Agreement dated, made between me / us (herein after called **"the Borrower"**) and **Suryoday Small Finance Bank Ltd**, a Company duly incorporated under the Companies Act, 1956 and a Banking Company under the Banking Regulation Act, 1949 having its registered office at # 1101, Sharda Terrace, Plot 65, Sector 11, CBD Belpur, Navi Mumbai – 400 614 hereinafter referred to as **"SSFBL"** OR **"Lender"** or **"Bank"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, and permitted assigns.

SSFBL has agreed to grant or granted Loan facilities to me/us up to a maximum principal amount as mentioned in the Schedule I attached hereto by way of Home Loan / Loan Against Property (hereinafter called the said "Facility" or "Loan") And Whereas one of the conditions for sanction of the said Loan and for securing the due repayment by me/us of the said Loan, interest, fees, charges, costs and other expenses and all other amounts payable by me/us to SSFBL, I / we have agreed to create / created a first and exclusive mortgage in favour of SSFBL over the Property as mentioned in the Schedule II attached hereto by way of legal mortgage/an equitable mortgage by deposit of title deeds;

And Whereas I / we have agreed to execute irrevocable Power of Attorney in favour of SSFBL authorizing SSFBL to do certain acts, deeds, matters and things in relation to the Property in the manner herein after Appearing;

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH that I / we, do hereby nominate, Constitute and appoint Suryoday Small Finance Bank Ltd (herein after called the said **"Attorneys"** or **"SSFBL"**) as my / our true for true and lawful attorney for me / us in our name and on my / our behalf and at my / our cost and risk to do, execute, and perform all or any of the following acts, deeds, matters, and things, that is to say:

- 1. To make, execute, sign, seal and deliver and cause to be registered in favour of SSFBL at my / our Cost and expense (inclusive of all stamp duties, fees and taxes) in all respects:
 - (i) A legal and / or equitable or any other form or type of mortgage in respect of the Property, as a Security for the said Loan together with interest/commission, further interest by way of liquidated damages, commitment charge, costs, charges and expenses and all other moneys payable by me to SSFBL in respect of the said financial facility, with all covenants, conditions, declarations, agreements, provisions and stipulations as in the absolute discretion of SSFBL be seemed stipulations as in the absolute discretion of SSFBL be deemed necessary or expedient and in the form acceptable to SSFBL
 - (ii) All such other deeds and documents as also the requisite particulars required to be filed with any authority as may be necessary.
- 2. To apply for and obtain the necessary Certificate/Certificates and permissions under Section 281(1) of the Income Tax Act, 1961 or any other applicable law and/or any other certificate that may be necessary and all other deeds and documents and for the purpose of the legal and / or Equitable or any other form or type of mortgage, to appear for and on behalf of me / us before the Concerned authorities and pay and discharge all liabilities if any and reimburse all such sums so paid or debit such amounts to my / our account carrying interest at stipulated rates.
- 3. To sign and file any applications, statements, declarations and other papers as may be required Under the provisions of any law and in particular, to apply for and obtain necessary permission or Consent as may be necessary for creation of the said legal and / or equitable or any other form or type of mortgage and all deeds and documents for the purpose of creating an effective security in favour of SSFBL and for the above purpose to appoint any nominee / agent to appear for and on my /our behalf before the State Government and/or other authorities and to incur on my /our behalf all costs, charges and expenses in that behalf as also to engage any solicitor, advocate, architect, valuer or other person concerned for the purpose and to reimburse any such sums as may have been paid in that behalf and claim or debit the said amount to my /our account carrying interest at the stipulated rates.
- 4. To appear before the Registrar and Sub-Registrar of Assurances in any District or SubDistrict appointed to register documents under the law applicable thereto for the time being in force for the registration of documents and to present for registration the deed/s and

document/s, executed by virtue of these presents and also to admit execution thereof and to do or cause to be done all such acts, deeds, matters and things as may be necessary or proper for the effectual completion and all other deeds and documents so executed in the Land Registry, Collector and other Revenue Authorities as well as the Registrar of Companies or otherwise howsoever.

- 5. To apply for and obtain the consent or permissions of the Society/Condominium/Company and any authority or body [including the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976] in connection with the mortgage of the Property or giving the Property on Lease/licence/tenancy basis.
- 6. To appear on my/our behalf before any Court, Tribunal or authority and commence, institute, maintain, prosecute or defend any proceedings relating to or in anywise touching the affairs of the Property.
- 7. To sign any verify all vakalatnamas, pleadings, documents, memoranda, petitions and other papers and to file the same before any Court, Tribunal or other authority.
- 8. To state, settle, compromise, submit for arbitration, withdraw, file an appeal or other proceedings in respect of any dispute or matter relating to or in anywise touching the affairs of the Property.
- 9. To enforce security in terms of the Indenture of Mortgage or Memorandum of Deposit of Title Deeds including taking possession of the said Property and for the said purpose, to do all such acts, deeds, matters and things as may be necessary.
- 10. AND GENERALLY to do or cause to be done every other act, deed, matter or thing which SSFBL may deem necessary or expedient for the purpose of or in relation to these presents as well as for the effectual creation of the said legal and / or equitable or any other form or type of mortgage And all other deeds and documents in favour of SSFBL, as fully and effectual as if I / we was / were present and had done, executed and performed the same myself / ourselves. Further, to delegate to the substitute attorney or attorneys so nominated or appointed by me/us, all or any or some of the powers, authorities hereby conferred on SSFBL as my/our Attorney and to revoke any such nomination or appointment and to appoint another or others in his/their place, provided that such nomination and appointment shall not divest Attorney of any of the power granted under the aforecited Power of Attorney and provided further that the power to nominate or appoint substitute under this paragraph shall not be exercisable further by any such substitute or substitutes.
- 11. And I / we hereby agree, ratify and confirm all that SSFBL may as such attorney lawfully do or cause to be done in relation to and by virtue of these presents.
- 12. AND I / WE DO HEREBY DECLARE that this Power of Attorney shall be irrevocable till all the dues of SSFBL in respect of the Loan including the principal amount thereof together with Interests, costs, charges and expenses and all other monies due and payable thereon are fully and finally repaid to the Lender.
- 13. I / We do hereby agree that all or any of the powers hereby conferred upon the said Attorney (Lender) may be exercised by any officer or officers of the said Attorney nominated in writing by the Lender / any other Constituted Attorney of the said Lender specifically authorized in that behalf.

IN WITNESS WHEREOF, I / We have executed this presents on this ______ day of

_____, 20_____ SIGNED AND DELIVERED) by the within named Borrower)

Shri/ Smt._____)

SIGNED AND DELIVERED) by the within named Borrower)

Shri/ Smt._____)

SIGNED AND DELIVERED) by the within named Borrower)

Shri/ Smt._____)

Place:

Before me (Notary) Date:

GUARANTEE

THIS DEED OF GUARANTEE made on this _____ day of ______ 20____ by

Mr./Mrs.

_ residing at

_; hereinafter

unless otherwise specifically designated referred to as "the Guarantor" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include in so far as the Guarantor is concerned his heirs, executors, administrators and legal representatives)

In Favour of

Suryoday Small Finance Bank Ltd., a company incorporated under the Companies act, 1956 and a Banking company within the meaning of the Banking Regulation Act, 1949 and having it Registered Office at 1101, Sharda Terraces, Plot No. 65, Sector 11, CBD Belapur, Navi Mumbai – 400 614 and among other places a branch at _______ (hereinafter unless otherwise specifically designated referred to as "the Bank" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS, upon the request of the Guarantor, in terms of Agreement for Loan against Property / Home Loan dated __________ (hereinafter referred to as "the Loan Agreement" a copy of which has been made available to the Guarantor) executed between the Bank and

 Mr./Mrs.
 residing at

 AND
 residing at

 Mr./Mrs.
 residing at

 (hereinafter referred to as "the Borrower(s)" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/their respective heirs, executors, administrators and legal representatives)

AND WHEREAS one of the condition specified in the sanction letter for Loan is that the Borrower(s) shall procure and furnish to the Bank one or more guarantees guaranteeing due repayment by the Borrower(s) of the Loan together with interest costs charges expenses and/ or other monies due to the Bank in respect of or under the Loan on demand by the Bank.

AND WHEREAS the Guarantor, in consideration of the Bank having agreed to grant or granted and/ or continue at the request of the Guarantors the Loan to the Borrower(s), has agreed to execute this Guarantee in favour of the Bank on the terms and in the manner hereinafter appearing.

NOW THIS DEED WITHNESSETH that in consideration of the above premises it is hereby covenanted and agreed, the Guarantor covenanting and agreeing, as follows;

1. If at any time default shall be made by the Borrower(s) (s) in repayment of the Loan of 🛽 ______ (INR______

only) or any part thereof or in payment of interest, costs, charges, expenses and/ or other monies for the time being due to the Bank in respect of or under the Loan, the Guarantor shall forthwith and without demur on demand pay to the Bank the whole of such amount of the Loan together with interest, costs, charges, expenses and/ or any other monies as may be then due to the Bank in respect of the Loan. Default for the purpose of this deed of guarantee will be non-payment of Bank's dues on demand by the Borrower(s) and/ or any default of the Borrower(s)'s in terms of the Loan Agreement. Any such demand made by the Bank on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the Borrower / arbitration or any other legal proceedings, pending before any court, tribunal, arbitrator or any other authority.

2. In the event of failure by the Guarantor to make payment as stated above, the Guarantor shall pay default interest at the same rate/s as specified in relation to the Loan for the Borrower till receipt of the aforesaid amounts by the Bank to its satisfaction.

- 3. The Guarantor shall indemnify and keep the Bank indemnified against all losses, damages, costs, claims and expenses whatsoever which the Bank may suffer, pay or incur by reason of or in connection with any default on the part of the Borrower and/or the Guarantor in performance of their respective obligations under the Laon agreement and this Guarantee, including legal proceedings taken against the Borrower and/or the Guarantor for recovery of the moneys referred to in Clauses 1 and 2 above.
- 4. This Guarantee shall be enforceable against the Guarantor notwithstanding that any post-dated cheques, negotiable instruments, security and/or securities comprised in any instrument(s) executed or to be executed in favour of the Bank shall, at the time when the proceedings are taken against the Guarantor on this Guarantee, be outstanding or unrealised or lost.
- 5. The Guarantor(s) shall not in the event of the liquidation / insolvency of the Borrower prove in competition with the Bank in the liquidation / insolvency proceedings.
- 6. The Bank has the fullest liberty without affecting this Guarantee to vary any of the terms and conditions of the Loan Agreement or to postpone for any time or from time to time enforce or forbear to enforce ant remedies or securities available to the Bank. The liability of the Guarantor under this guarantee shall in no manner be affected by any such variations, acts or forbearance or by reason of time being given to the Borrower(s) or of any other forbearance act or omission on the part of the Bank or any other indulgence by the Bank to the Borrower(s) or by any other matters or things whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantor.
- 7. The Bank shall be at liberty to take in addition to the subsisting security for the Loan and to release or forbear to enforce all or any of the remedies upon or under such security and any collateral security now held by the Bank and that no such release or forbearance as aforesaid shall have the effect of releasing or discharging or in any manner affecting the liability of the Guarantor under this guarantee and that the Guarantor shall have no right to the benefit of the said security and/ or any other security that may be held by the Bank until the claims of the Bank against the Borrower(s) in respect of the Loan and all other claims of the Bank against the Borrower(s) on any other account whatsoever shall have been fully satisfied.
- 8. The Guarantee herein contained shall be enforceable against the Guarantor notwithstanding the security aforesaid or any of them or any other collateral security that the Bank may have obtained or may obtain from the Borrower(s) or any other person shall at the time when proceedings are taken against the Guarantor hereunder be outstanding and/ or remain unrealised.
- 9. In order to give effect to the Guarantee herein contained the Bank shall be entitled to act as if the Guarantor was principal debtor to the Bank for all payments guaranteed by him/ her/ them as aforesaid to the Bank.
- 10. The Guarantee herein contained is in continuing one for all amounts advanced to the Borrower(s), by and due to, the Bank in respect of or under the Loan or for all interest costs and other monies which may from time to time become due and remain unpaid to the Bank and shall not be determined or in any way be affected by any account or accounts opened or to be opened by the Bank becoming nil or coming into credits at any time and from time to time.
- 11. Notwithstanding the Bank's rights under any security or otherwise which the Bank may have obtained or may obtain the Bank shall have fullest liberty to call upon the Guarantors to pay the amount of the Loan guaranteed hereunder together with interest as well as costs (as between Advocate and Client) charges and expenses, without requiring the Bank to realise from the Borrower(s) the amount due to the Bank in respect of the Loan and/ or requiring the Bank to enforce any remedies or security available to the Bank.
- 12. The Guarantee herein contained shall not be determined or in any way prejudiced by any absorption of or by any amalgamation thereof or therewith but shall ensure and be available for and by the absorbing or amalgamated Bank or concern.
- 13. The Guarantee shall be irrevocable and enforceable against the Guarantor notwithstanding any dispute between the Bank and the Borrower(s).
- 14. The Guarantor affirms, confirms and declares that any balance confirmation and/ or acknowledgement of debt and/ or admission of liability given or promise or part payment made by the Borrower(s) or the authorised agent of the Borrower(s) to the Bank shall be deemed to have been made and/ or given by or on behalf of the Guarantor themselves and shall be binding upon each of them.
- 15. The Guarantor shall forthwith without demur on demand made by the Bank deposit with the Bank such sum as sufficient for the due fulfilment of his/ her obligations under this Guarantee.
- 16. The Guarantor hereby agree that notwithstanding any variation made in the terms of the said Loan Agreement and/ or any other documents in pursuance thereof including variation in the Interest Rate and Default Interest rate, method and periodicity of Interest computation, revision in the repayment schedule or Equated Monthly Repayments or any composition made between the Bank and the Borrower(s) to give time or not to sue the Borrower(s), or the bank parting with any of the security given by the Borrower(s), the Guarantor shall not be released or discharged of their obligation under this Guarantee.
- 17. The Guarantor hereby agrees and confirms that the Bank shall be entitled to adjust appropriate or set-off all monies held by the bank to the credit of or for the benefit of the Guarantor on any amount or otherwise howsoever towards the discharge and satisfaction of the liability of the Guarantor under these presents.
- 18. The Guarantor agrees that notwithstanding the Bank for any reason whatsoever losing and/ or parting with any security given by the Borrower(s) the Guarantor shall not be released or discharged of their obligations under this Guarantee and in the event of the Bank so losing or parting with the security the Guarantor shall be deemed to have consented to or in the name.

- 19. The Guarantor agrees that if the Borrower(s) being (an) individual(s) becomes an insolvent the Bank may (notwithstanding payment to the Bank by the Guarantor(s) or any other person of the whole or any part of the amount hereby secured) rank as creditor and prove against the estate of the Borrower(s) for the full amount of all the Bank's claims against the Borrower(s) or agree to and accept any composition in respect thereof and the Bank may receive and retain the whole of the dividends, composition or other payments thereon to the exclusion of all the rights of the Guarantor in competition with the Bank until all the Bank's claim are fully satisfied and the Guarantor(s) will not by paying off the amounts payable by them or any part thereof or otherwise prove or claim against the estate of the Borrower(s) until the whole of the Bank's claims against the Borrower(s) have been satisfied and the Bank may enforce and recover payment from the Guarantor of the full amount payable by the Guarantor notwithstanding any such proof or composition a aforesaid. On the happening of any of the aforesaid events, the Guarantor shall forthwith inform the Bank in writing of the same.
- 20. The Guarantee hereby given is independent and distinct from any security that the Bank has taken or may take in any manner whatsoever whether it be by way of mortgage or otherwise and that the Guarantor has not given this Guarantee upon any understanding faith or belief that the Bank has taken and/ or may hereafter take any or other such security and that notwithstanding the provisions of Sections 140 and 141 of the Indian Contract Act, 1872 or other section of that Act or any other law, The Guarantor will not claim to be discharged to any extent because of the Bank's failure to take any or other such security or in requiring or obtaining any or other such security or losing for any reason whatsoever including reasons attributable to its default and negligence benefit of any or other such security or any of rights to any or other such security that have been or could have been taken.
- 21. The Guarantor agree that the amount due under or in respect of the Loan hereby guaranteed shall be payable to the Bank on the bank serving the Guarantor with a notice requiring payment of the amount and such notice shall be deemed to have been served on the Guarantor either by actual delivery thereof to the Guarantor or by dispatch thereof by Registered Post or Certificate of Posting to the Guarantor's address herein given or any other address in India which, the Guarantor may by written intimation given to the Bank.
- 22. The Guarantor(s) hereby agree, confirm and undertake that the Bank shall, as the Bank may deem appropriate and necessary or required by law, be entitled to disclose all or any:
 - (i) information and data relating to the Guarantor
 - (ii) information or data relating to this Guarantee or any other securities furnished by the Guarantor(s) in favour of the Bank,
 - (iii) obligations assumed / to be assumed by the Guarantor in relation to the loan under this Guarantee default, if any, committed by the Guarantor(s) in discharge of the aforesaid obligations, to Credit Information Bureau (India) Limited ("CIBIL") and any other agency authorised in this behalf by Reserve Bank of India ("RBI")
- 23. This Guarantee shall be governed by and construed in accordance with the laws of India.

IN WITNESS WHEREOF the Guarantor have executed the Deed the day and year first hereinabove written.

Signed and Delivered by

Signature:

Name: ______

(Guarantor)

End use declaration by Borrowers

(To be used for Loan against Property only)

I/We,		refer	to	the	application	no.	Dated
	_submitted by me/us to Suryoday Smal	Finance	e Ban	k Ltd.	for availing of	a loan	against the property situated
at							
The said loan is for the purpose of							

I hereby represent, warrant and confirm that the aforesaid purpose is a valid purpose and is not speculative or illegal in any manner.

I/we further agree confirm and undertake that the purpose of use of funds under the loan shall not be changed in any manner during the tenor of loan (or) that change in purpose shall take place only with prior written permission of Suryoday Small Finance Bank Ltd

I/we hereby agree and confirm that the income tax benefits for a housing loan under provisions of Income Tax Act, 1961 will not be available to me/us in respect of the loan for the ancillary purpose(s).

I/We agree that any breach or default in complying with all or any of the aforesaid undertaking(s) will constitute an event of default under the loan agreement.

Thanking you,

Borrower (s) Signature



Registered Office : 1101, Sharda Terraces, Plot No. 65, Sector 11, CBD Belapur, Navi Mumbai - 400 614 Ph : +91 22 40435800 CIN : U65923MH2008PLC261472

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