



EQUITAS SMALL FINANCE BANK LIMITED

No.769, Spencer Plaza, 4th Floor, Phase II,
AnnaSalai, Chennai - 600 002

Top-Up Loan Agreement

BRANCH	
APPLICATION NO.	
CUSTOMER NAME	
CUSTOMER ID	
PROPOSAL NO.	
AGREEMENT NO.	

SUPPLEMENTARY LOAN AGREEMENT

THIS **SUPPLEMENTARY LOAN AGREEMENT** is made at place and date as mentioned in **Schedule** hereto between the person(s) named in the **Schedule** hereunder written (hereinafter referred to as the "**Borrower**") (which expression shall unless the context otherwise requires, include his heirs, executors and administrators) of the **ONE PART**;

AND

Equitas Small Finance Bank Limited, a banking company incorporated under the provisions of the Companies Act, 1956, carrying on the business of banking under the Banking Regulation Act, 1949, and having its registered office at 4th Floor, Phase II, Spencer Plaza, 769, Anna Salai, Chennai – 600002, (hereinafter called "Lender" (which expression shall unless the context otherwise requires, include its successors and assigns) of the **OTHER PART**;

This Agreement is supplemental to the Loan Agreement executed by and between the Lender and the Borrower dated as specified in Schedule hereunder ("hereinafter referred to as the Primary Agreement") (which expression shall mean and include such other agreements/letters signed or executed by the parties amending or modifying the said Primary Agreement) whereby the Lender has sanctioned to the Borrower an amount as specified in the Schedule hereunder.

AND WHEREAS the Borrower/s by his/her/their application requested the Lender for additional loan for an amount as provided in the Schedule hereto ("Additional Loan") on the grounds stated in the application.

AND WHEREAS the Lender, considered the request of the Borrower/s for Additional Loan and has sanctioned the same by their sanction letter dated as provided in the Schedule hereto ("Sanction Letter") offering an Additional Loan for an amount as mentioned in the Schedule hereto subject to the terms and conditions as set out in the said Sanction Letter.

AND WHEREAS the Borrower has agreed to pay the Equated Monthly Installments [EMI] together with the rate of Interest stipulated in the Sanction Letter, as revised from time to time.

NOW THERFORE THIS AGREEMENT WITNESSETH AS UNDER

ARTICLE 1: DEFINITIONS

- 1.1 As varied by this Agreement, the various expressions defined in the Primary Agreement shall have the same meaning as that given in the Primary Agreement.
- 1.2 The term "Schedule" means the schedule written after Article 4 of this Agreement.

ARTICLE 2: INTEREST RATE

- 2.1. The parties hereto agree that effective from the date referred to Article 3 below until varied by the Lender in terms of this Agreement, the Borrower shall amortise the said Additional Loan as stipulated in the Schedule. The due date of payment of EMI shall be the date as specified in the Schedule to this Agreement.

ARTICLE 3: EFFECTIVE DATE OF AGREEMENT

- 3.1 This Agreement shall be effective and become binding on the Borrower from the date of execution of this Agreement and shall remain in force until all the amounts under the primary loan and the additional Loan agreements are fully repaid by the Borrower without any dues and arrears.

ARTICLE 4: SECURITY

- 4.1 The Borrower herein has already created equitable mortgage by deposit of title deeds in respect of the property as specified in the Schedule hereto with the Lender to secure all the amounts payable by him under the Primary Loan facility. Now the Borrower hereby confirms that the said schedule mentioned property is also mortgaged for the Additional Loan availed under this Agreement and Mortgage by Deposit of Title deeds created already in favour of the Lender, in respect of the schedule property, shall stand extended for the purpose of securing the Additional Loan availed under the present Agreement also. The Borrower confirms that the Lender being the Mortgagee shall be entitled to sue under one proceeding by enforcing the Mortgage by Deposit of Title deeds under both the primary loan and additional loan facilities. The Co-Borrower shall be liable to the Lender both under the Primary Loan and this additional loan facility. The Borrower, Co-Borrower and/or guarantor confirms and consents that all the documents executed by them including the power of attorney shall hold good and continue to be binding on them.

4.2 Save as varied by these presents, all the terms and conditions contained in the Primary Agreement including the cause relating to dispute resolution, applicability of SARFAESI Act, DRT, jurisdiction of court etc., shall hold good and continue to be valid and binding upon the Borrower, co-borrower and guarantor/s for the Additional Loan facility also.

SCHEDULE

1	Primary Loan Supplemental Loan	
2	Date of the Primary Loan Agreement	
3	Loan Amount sanctioned under the Primary Loan Account	Rs. _____ (Rupees _____)
4	Date of Execution of the Primary Loan agreement	
5	Name of the Borrower and Co-Borrower	
6	Address of the borrower	
7	Address of the Co-Borrower	
8	Sanction letter date	
9	(i) Amount of Additional (ii) Loan ROI	Rs. _____ (Rupees _____) _____ % p.a. <input type="checkbox"/> Floating <input type="checkbox"/> Fixed

	(iii) No. of Installments	_____ months
	(iv) EMI	Rs. _____
10	Date of execution of the Memorandum of Deposit of Title Deeds	
11	Description of the property mortgaged with boundaries:	<p>All that piece and parcel of the property bearing</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Boundaries:</p> <p>North by: _____</p> <p>South by: _____</p> <p>East by: _____</p> <p>West by: _____</p>

IN WITNESS WHEREOF the parties hereto have signed the day, month and year first above written.

Signed and Delivered by the within named

LENDER

It's Authorized Signatory

Signed and Delivered by the within named

Borrower

.....

Co-Borrower

.....

Guarantor

.....

DEMAND PROMISSORY NOTE

Place.....

Date.....

On demand, we jointly and severally promise to pay M/s. Equitas Small Finance Bank Limited or order at Chennai, the sum of Rs.....(Rupees.....
Only) with interest thereon at the rate of% per annum from the date of payment in full for the value received.

Presentment for payment and noting and protest of this note is hereby unconditionally waived.

Name.....

Full Address.....
.....

Signature
(Borrower)

Name.....

Full Address.....
.....

Signature
(Co-Borrower)

Name.....

Full Address.....
.....

Signature
(Co-Borrower 1)

Name.....

Full Address.....
.....

Signature
(Co-Borrower 2)

Name.....

Full Address.....
.....

Signature
(Co-Borrower 3)

Name.....

Full Address.....
.....

Signature
(Co-Borrower 4)