



## 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 4<sup>th</sup> 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 THEREFORE 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.

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	
10	(i) Amount of Additional  (ii) Loan ROI  (iii) No. of Installments  (iv) EMI	Rs._____ (Rupees_____)   _____% p.a.    Floating    Fixed  ____ months  Rs._____
11	Date of execution of the Memorandum of Deposit of Title Deeds	

12	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>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, I/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.

Mr. / Ms.....

Full Address.....

.....



Signature (Borrower)

Mr. / Ms.....

Full Address.....

.....



Signature (Co-Borrower)

Mr. / Ms.....

Full Address.....

.....



Signature (Co-Borrower 1)

Mr. / Ms.....

Full Address.....

.....



Signature (Co-Borrower 2)

Mr. / Ms.....

Full Address.....

.....



Signature (Co-Borrower 3)

Mr. / Ms.....

Full Address.....

.....



Signature (Co-Borrower 4)

### **Declaration on Illustrations on certain terms used in relation to our credit / loan facility**

We confirm that we have understood the below illustrations provided by you as per IRACP norms stipulated by RBI.

a) **Dues** : Mean, the principal / interest / any charges levied on the loan accounts which are payable within the period stipulated as per the terms of sanction of the credit facility.

b) **Overdue** : Mean the principal / interest / any charges levied on the loan account which are payable, but have not been paid within the period stipulated as per the terms of sanction of the credit facility. In other words, any amount due to the bank under any credit facility is 'overdue' if it is not paid on the due date fixed by the bank.

c) **Relevance of the Principle of 'First In First Out' (FIFO) in appropriation of payments into the loan account:**

The Principle of FIFO i.e., 'First In, First Out' accounting method is relevant to arrive at the number of days of overdue for determining the SMA / NPA status. The FIFO principle assumes that the oldest outstanding dues in the loan account needs to be cleared first. The FIFO method thus requires that what is due first must be paid by the borrower first.

For example ;

If in any loan account as on 01.02.2021, there are no overdues and an amount of Rs. X is due for payment towards principle instalment / interest / charges, any payment being credited on or after 01.02.2021 in the loan account will be used to pay off the dues outstanding on 01.02.2021.

Assuming that nothing is paid / or there is partial payment (Rs. Y) of dues during the month of February, the overdue as on 01.03.2021 will be Rs. X-Y.

Additionally, an amount of Rs. Z becomes due as on 01.03.2021, now any payment / partial payment into the account on or after 01.03.2021 will be first utilized to pay off the partial due as of 01.02.2021 (Rs x - Rs. Y). If there is more recovery than the Rs. X - Rs. Y, then after recovering dues of 01.02.2021, the remaining amount will be treated as recovery towards due of 01.03.2021.

#### **Age of oldest Dues :**

The age of oldest dues is reckoned in days from the date on which the oldest payment is due and continues to remain unpaid.

In the aforesaid illustration, if the Dues relating to 1st February 2021 remain unpaid till 01.03.2021, the age of the oldest dues is reckoned as 29 days on 02.03.2021.

#### **Classification as Special Mention Account (SMA) and Non-Performing Assest (NPA) :**

Bank will recognize the incipient stress in loan accounts, immediately on Default, by classifying them as Special Mention Accounts (SMA). The basis of classification of SMA/ NPA Category shall be as follows :

Loans other than revolving facilities		Loans in the nature of revolving facilities like cash credit / overdraft	
SMA Sub Categories	Basis for classification - Principal or interest payment or any other amount wholly of partly overdue	SMA Sub Categories	Basis for classification - Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of
SMA-0	Upto 30 days		

SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days

#### **Non-performing Asset :**

Non-Performing Asset (NPA) is a loan or an advance where :

- interest and / or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan ;
- the account remains 'out of order' as indicated below, in respect of an Overdraft/Cash Credit (OD/CC).
- the bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted.
- the instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops.
- The instalment of principal or interest thereon remains overdue for one crop seasons for long duration crops,

#### **'Out of Order' Status :**

An account shall be treated as 'out of order' if :

- The outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit/drawing power for 90 days, or
- The outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days, or the outstanding balance in the CC/OD account is less than the sanctioned limit / drawing power but credits are not enough to cover the interest debited during the previous 90 days period.

**Illustrative movement of an account to SMA category to NPA category based on delay I nonpayment of dues and subsequent upgradation to Standard category at day end process :**

Due date of payment	Payment Date	Payment covers	Age of oldest dues in days	SMA / NPA Categorizations	SMA since Date / SMA class date	NPA categorization	NPA Date
01.01.2022	01.01.2022	Entire dues upto 01.01.2022	0	NIL	NA	NA	NA
01.02.2022	01.02.2022	Partly paid dues of 01.02.2022	1	SMA-0	01.02.2022	NA	NA
01.02.2022	02.02.2022	Partly paid dues of 01.02.2022	2	SMA-0	01.02.2022	NA	NA
01.03.2022		Dues of 01.02.2022 not fully paid 01.03.2022 is also due at EOD 01.03.2022	29	SMA-0	01.02.2022	NA	NA

		Dues of 01.02.2022 not fully paid, Due for 01.03.2022 not paid at EOD 01.03.2022	1	SMA-0	01.03.2022	NA	NA
		No payment of full dues of 01.02.2022 and 01.03.2022 at EOD 03.03.2022	31	SMA-1	01.02.2022 / 03.03.2022	NA	NA
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 not fully Paid at EOD 01.03.2022	1	SMA-0	01.03.2022	NA	NA
01.04.2022		No Payment of dues of 01.02.2022, 01.03.2022 and amount due on 01.04.2022 at EOD 01.04.2022	60	SMA-1	01.02.2022 / 03.03.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.04.2022 at EOD 02.04.2022	61	SMA-2	01.02.2022 / 02.04.2022	NA	NA
01.05.2022		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 01.05.2022	90	SMA-2	01.02.2022 / 02.04.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 01.05.2022 at EOD 02.05.2022	91	NPA	NA	NPA	02.05.2022
01.06.2022	01.06.2022	Fully Paid dues of 01.02.2022 at EOD 01.06.2022	93	NPA	NA	NPA	02.05.2022
01.07.2022	01.07.2022	paid entire dues of 01.03.2022 & 01.04.2022 at EOD 01.07.2022	62	NPA	NA	NPA	02.05.2022
01.08.2022	01.08.2022	paid entire dues of 01.05.2022 & 01.06.2022 at EOD 01.08.2022	32	NPA	NA	NPA	02.05.2022



01.09.2022	01.09.2022	paid entire dues of 01.07.2022 & 01.08.2022 at EOD 01.09.2022	1	NPA	NA	NPA	02.05.2022
01.10.2022	01.10.2022	paid entire dues of 01.09.2022 & 01.10.2022	0	Standard Account with No Overdues	NA	NA	STD from 01.10.2022

I/we hereby further confirm, that the aforesaid illustrations cannot be treated as exhaustive and that they are in the nature of covering common scenarios, and that, the IRACP norms and clarifications provided by RBI on the subject referred above, shall prevail.

**Yours Sincerely,**

**(Borrower/s)**

**Date :**

**Place :**

Income-tax Rules, 1962  
**FORM NO. 60**  
[See second proviso to rule 114B]

Form for declaration to be filed by an individual or a person (not being a company or firm) who does not have a permanent account number and who enters into any transaction specified in rule 114B

<b>1</b>	First Name																		
	Middle Name																		
	Surname																		
<b>2</b>	Date of Birth/ Incorporation of declarant										D	D	M	M	Y	Y	Y	Y	
<b>3</b>	Father's Name (in case of individual)																		
	First Name																		
	Middle Name																		
	Surname																		
<b>4</b>	Flat/ Room No.										<b>5</b>	Floor No.							
<b>6</b>	Name of premises										<b>7</b>	Block Name/No.							
<b>8</b>	Road/ Street / Lane										<b>9</b>	Area/ Locality							
<b>10</b>	Town/ City										<b>11</b>	District				<b>12</b>	State		
<b>13</b>	Pin code		<b>14</b>	Telephone Number (with STD code)						<b>15</b>	Mobile Number								
<b>16</b>	Amount of transaction (Rs.)																		
<b>17</b>	Date of transaction										D	D	M	M	Y	Y	Y	Y	
<b>18</b>	In case of transaction in joint names, number of persons involved in the transaction																		
<b>19</b>	Mode of transaction: <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Card <input type="checkbox"/> Draft/Banker's Cheque <input type="checkbox"/> Online transfer <input type="checkbox"/> Other																		
<b>20</b>	Aadhaar Number issued by UIDAI (if available)																		
<b>21</b>	If applied for PAN and it is not yet generated enter date of application and acknowledgement number										D	D	M	M	Y	Y	Y	Y	
<b>22</b>	If PAN not applied, fill estimated total income (including income of spouse, minor child etc. as per section 64 of Income-tax the above transaction is held																		
	a	Agricultural income (Rs.)																	
	b	Other than agricultural income (Rs.)																	
<b>23</b>	Details of document being produced in support of identify in Column 1 (Refer Instruction overleaf)										Document code		Document identification number						
<b>24</b>	Details of document being produced in support of address in Columns 4 to 13 (Refer Instruction overleaf)										Document code		Document identification number						

**Verification**

I, \_\_\_\_\_ do hereby declare that what is stated above is true to the best of my knowledge and belief. I further declare that I do not have a Permanent Account Number and my/ our estimated total income (including income of spouse, minor child etc. as per section 64 of Income tax Act, 1961) computed in accordance with the provisions of Income tax Act, 1961 for the financial year in which the above transaction is held will be less than maximum amount not chargeable to tax. Verified today, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Place: \_\_\_\_\_

(Signature of declarant)

The person accepting the declaration shall not accept the declaration where the amount of income of the nature referred to in item 22b exceeds the maximum amount which is not chargeable to tax, unless PAN is applied for and column 21 is duly filled.

**Instruction:**

(1) Documents which can be produced in support of identity and address (not required if applied for PAN and item 20 is filled):

SI	Nature of Document	Document Code	Proof of Identity	Proof of Address
<b>A</b>	<b>For Individuals and HUF</b>			
1	AADHAR card	1	Yes	Yes
2	Bank/Post office passbook bearing photograph of the person	2	Yes	Yes
3	Elector's photo identity card	3	Yes	Yes
4	Ration/Public Distribution System card bearing photograph of the person	4	Yes	Yes
5	Driving License	5	Yes	Yes
6	Passport	6	Yes	Yes
7	Pensioner Photo card	7	Yes	Yes
8	National Rural Employment Guarantee Scheme (NREGS) Job card	8	Yes	Yes
9	Caste or Domicile certificate bearing photo of the person	9	Yes	Yes
10	Certificate of identity/address signed by a Member of Parliament or Member of Legislative Assembly or Municipal Councillor or a Gazetted Officer as per annexure A prescribed in Form 49A	10	Yes	Yes
11	Certificate from employer as per annexure B prescribed in Form 49A	11	Yes	Yes
12	Kisan passbook bearing photo	12	Yes	No
13	Arm's license	13	Yes	No
14	Central Government Health Scheme/Ex-servicemen Contributory Health Scheme card	14	Yes	No
15	Photo identity card issued by the government./Public Sector Undertaking	15	Yes	No
16	Electricity bill (Not more than 3 months old)	16	No	Yes
17	Landline Telephone bill (Not more than 3 months old)	17	No	Yes
18	Water bill (Not more than 3 months old)	18	No	Yes
19	Consumer gas card/book or piped gas bill (Not more than 3 months old)	19	No	Yes
20	Bank Account Statement (Not more than 3 months old)	20	No	Yes
21	Credit Card statement (Not more than 3 months old)	21	No	Yes
22	Depository Account Statement (Not more than 3 months old)	22	No	Yes
23	Property registration document	23	No	Yes
24	Allotment letter of accommodation from Government	24	No	Yes
25	Passport of spouse bearing name of the person	25	No	Yes
26	Property tax payment receipt (Not more than one year old)	26	No	Yes
<b>B</b>	<b>For Association of persons (Trusts)</b>			
	Copy of trust deed or copy of certificate of registration issued by Charity Commissioner	27	Yes	Yes
<b>C</b>	<b>For Association of persons (other than Trusts) or Body of Individuals or Local authority or Artificial Juridical Person)</b>			
	Copy of Agreement or copy of certificate of registration issued by Charity commissioner or Registrar of Cooperative society or any other competent authority or any other document originating from any Central or State Government Department establishing identity and address of such person.	28	Yes	Yes

(2) In case of a transaction in the name of a Minor, any of the above mentioned documents as proof of Identity and Address of any of parents/guardians of such minor shall be deemed to be the proof of identity and address for the minor declarant, and the declaration should be signed by the parent/guardian.

(3) For HUF any document in the name of Karta of HUF is required.

(4) In case the transaction is in the name of more than one person the total number of persons should be mentioned in SI. No. 18 and the total amount of transaction is to be filled in SI. No. 16.

In case the estimated total income in column 22b exceeds the maximum amount not chargeable to tax the person should apply for PAN, fill out item 21 and furnish proof of submission of application.