

**Most Important Terms & Conditions ("MITC")
(Loan Against Property)**

Dear Customer,

Thank you for your application for availing a captioned loan from Janasha Finance Private Limited ("JFPL"/ "LENDER") and **CO-LENDER ("CO-LENDER) ("hereinafter collectively referred to as LENDERS")**.

The MITC are to be read in conjunction with the terms contained in sanction letter dated executed/ to be executed between the borrower(s) and JFPL and CO-LENDER ("Sanction Letter") and General Terms and Conditions dated June 23, 2023 which is annexed as annexure I with the Sanction Letter. **The Sanction Letter and GTC along with MITC shall be collectively referred as "Loan Documents"**. Major terms and conditions agreed between the borrower(s) and the LENDER are as under:

Place of Agreement:

JANASHA Branch office:

JANASHA CIN: U67190DL2016PTC306911

SCHEDULE - I

Borrower(s) Details	
Borrower/Security Provider Details a) Name b) Residence Address c) Email Address d) Unique Identity Number(PAN) e) Type of Borrower (Main Applicant/Co-Applicant) f) Business or Employment of the Borrower/Security Provider	
Co-Borrower/Security Provider Details a) Name b) Residence Address c) Email Address d) Unique Identity Number(PAN) e) Type of Borrower (Main Applicant/Co-Applicant) f) Business or Employment of the Borrower/Security Provider	

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

Co-Borrower/Security Provider a) Name b) Residence Address	
Guarantor a) Name b) Residence Address c) Unique Identity Number (PAN) d) Business or Employment of the Guarantor	
Whether entered in any Co-Lending arrangement. If yes, please enter complete Co-Lender Name and Registered office and Corporate Office address	
Purpose of the Loan/Credit Facility	
Details of the Loan/Credit Facility	
Loan Amount/Credit Facility	
Security Details (Details of the Security as per Sanction Letter such as Property Address/Equipment details/Intangible Collateral, etc.)	
Security Cover	
Tenor or Tenure of the Loan/Credit Facility	
Rate of Interest	
Sanction Letter	
Application Fees	
Processing Fees	
CERSAI Charges	
Late Payment Interest/Additional Interest	
Refund of Processing Fee	
Any other Fees (Specify the nature and amount)	
Repayment Bank A/c Details	
Details of Receivables	

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

Pre-payment/Foreclosure of the Facility	<ul style="list-style-type: none"> • ___of Principal outstanding for loan foreclosed within ___months of loan sanction • ___of Principal outstanding for loan foreclosed after ___months of loan sanction <p>The above part prepayment and foreclosure charges are subject to the regulatory requirements and directions prescribed by Reserve Bank of India from time to time and at the discretion of the Management.</p>
Payment Instrument(s)	
c) Email Address d) Unique Identity Number(PAN) e) Type of Borrower (Main Applicant/Co-Applicant) f) Business or Employment of the Borrower/Security Provider	
Co-Borrower/Security Provider a) Name b) Residence Address c) Email Address d) Unique Identity Number(PAN) e) Type of Borrower (Main Applicant/Co-Applicant) f) Business or Employment of the Borrower/Security Provider	
Bank Account on which the Repayment Cheques are drawn and/or EDI (Electronic Debit Instrument)/NACH are made and details thereof ("Account") <ul style="list-style-type: none"> • The Repayment Cheque/NACH can be used by the Lender for realization of delayed payment charges/Default Interest also and in such events additional cheque(s)/NACH shall be furnished to cover the balance Repayment Amount. • Repayment Cheques should be in favour of "JANASHA FINANCE PRIVATE LIMITED" and/or CO-LENDER 	

Repayment details:

RepaymentOptions	EMI	Step Up	Step Down	Structured	Balloon	Bullet
Repayment Frequency	Mont hly	Bi- mont hly	Quart erly		Hal f Yea rly	Yea rly
Repayment Cycle date	3rd. of the month/5th of the Month		7th of the Month		10th of the Month	
Pre- Instalment Interest Date(s)						

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

Date when first instalment is due			
Total No. of Instalments			
Amount of each instalment			
Exact dates of repayment	<p>The instalments shall be due on the repayment cycle date as mentioned above basis the frequency agreed.</p> <p><i>The repayment dates are subject to change depending on the Disbursement of the Facility. Exact dates of repayment shall be communicated through a detailed repayment schedule which shall be sent along with a welcome letter</i></p>		
Total Repayment Amount	Principal	Total Interest*	Total repayment amount
*The interest amount is calculated basis the ROI and Tenure of the Facility and is excluding any Pre EMI/ broken period interest that may be computed and applied basis the Disbursement date			
Default and NPA classification	Please refer Annexure 1		
Insurance of the Property /Borrowers	The borrower shall be vigilant and shall ensure the property is, during the pendency of the loan, always duly protected and properly insured against all risks. The borrower shall pay the premium amounts promptly and regularly so as to keep the policy/policies alive at all times during period of loan.		
Conditions for Disbursement of the Loan:	<ul style="list-style-type: none"> • Submission of all relevant documents as mentioned by JANASHA in the sanction letter/loan agreement. • Clear Legal & Technical assessment of the property. • Creation of Equitable / Registered Mortgage/MOE & charges as prescribed by state government, if any, to be paid by customer as per actuals. • Disbursement of loan will be as specified in the sanction letter. • Positive Verification of all the documents submitted. • CERSAI charge creation. • All property owners to be on the loan structure. • Any other specific condition mentioned in the sanction letter. 		

Repayment Cheques should be drawn in favour of **Janasha Finance Private Limited**. Schedule of Charges on the Loan / Credit Facility.

The interest and other charges shall be applicable as per the Schedule of Charges updated on the website which is also a part of the [MITC as an annexure](#).

Details pertaining to the Loan Application by Borrower(s) / Co-Borrower(s) (also referred to as "Co-applicant") received copy of Agreement along with the Schedules and Annexure thereto.

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

Procedure for advance intimation of the changes in the rate interest/EMI-

Through Letter/ E-mail/ Information at branch or Notification on website

Recovery of dues / Overdue amounts:

On occurrence of any event of default as mentioned in the loan agreement, all outstanding amounts comprising of the principal, interest, additional interest and other charges, if any, owed by the Borrower to the LENDERS shall become payable forthwith and LENDERS reserve the right to take such action as may be deemed fit, in accordance with applicable laws, to recover its dues by enforcing its rights under the loan documentation entered into with the Borrower.

Customer Services:

- a. Visiting hours at the office 9:30 am to 6 pm Monday to Friday.
- b. Contact Customer Service Executive on _____ or email us at _____
- c. Loan Account Statement - A customer needs to request in writing to the branch or customer service e-mail ID for account statement of his/ her loan. The loan account statement will be provided within 30 working days from the date of receipt of the request and applicable charges
- d. Photocopy of title documents- Photocopy of the title documents will be provided within 30 working days from the date of placing written request at branch. Applicable fees in this regard will be charged.
- e. Return of original documents on closure/transfer of loan - Original loan documents will be returned to you within 30 working days from date of full and final payment made towards loan closure, subject to realisation of outstanding dues, if any.

The sanction and / or disbursal of the loan shall be at the sole discretion of JFPL.

JFPL shall, at its sole discretion and under intimation to you, be entitled to amend or modify the term and conditions of the loan and all such amendment or modification, shall be deemed to be effective and binding on you.

In the event on a contradiction between of the terms and conditions set out herein and the Loan Documents, the terms and conditions of the Loan Documents shall prevail. The MITC mentioned above are merely indicative and not exhaustive.

It is hereby agreed that for detail terms and conditions of the loan, the parties hereto shall refer to and rely upon the loan and the other security documents executed/to be executed by them.

The above terms and conditions have been read by the borrower/s/ read over to the borrower by _____ (Employee of the company and have been understood by the borrower/s).

(Signature or thumb impression of the Borrower / s)

Date:

**Janasha Finance Private Limited
(Authorized Signatory)**

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

Annexure 1

Illustration on due dates and NPA classification

If due date of a loan account is March 31, 2021, and full dues are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021.

Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021.

Status	DPD	Illustration 2	Illustration 1	Illustration 3	Illustration 4 (Leap year)
*Due date/ Overdue (if not paid)	1 day	05-02-22	03-06-22	15-01-22	15-01-24
SMA-1	31 days	07-03-22	03-07-22	14-02-22	14-02-24
SMA-2	61 days	06-04-22	02-08-22	16-03-22	15-03-24
#Non-Performing Asset	91 days	06-05-22	01-09-22	15-04-22	14-04-24

** Any amount due to the lender under any credit facility is 'overdue' if it is not paid on the due date fixed by the Lender. If there is any overdue in an account, the default/ non-repayment is reported with the credit bureau companies like CIBIL etc. and the CIBIL report of the customer will reflect defaults and its classification status.*

Once an account is classified as NPAs then it shall be upgraded as 'standard' asset only if entire arrears of interest and principal are paid by the borrower.

IN WITNESS WHEREOF the Parties hereto have hereunto set and execute this Agreement on the day and year as first mentioned hereinabove.

For the LENDER & CO-LENDER:

SIGNED AND DELIVERED by the within named
JANASHA FINANCE PRIVATE LIMITED

Authorised Signatory.

SIGNED AND DELIVERED by the within named **CO-LENDER**

Authorised Signatory.

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

For the Borrowers and Co-Borrowers:

SIGNED AND DELIVERED by the withinnamed “**Borrowers**” and “**Co-Borrowers/Co-Applicants**”

- 1.
- 2.
- 3.
- 4.

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

ACKNOWLEDGMENT SLIP / DECLARATION

The Borrower(s) hereby certifies, acknowledges, confirms and declares that he/she/they have duly received copies of the Sanction Letter, MITC, GTC and he/she/they have been explained the contents thereof in the language which he/she/they fully understand and he/she/they have understood the meaning of all the provisions/ contents of the said documents and all the other related documents together forming part of the Loan Documents and hereby accepts the terms and conditions contained therein.

Accepted, Signed and delivered by the Borrower(s)

Name	Signature	Borrower(s)
		Applicant
		Co -Applicant 1
		Co -Applicant 2
		Co -Applicant 3

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

CUSTOMER UNDERTAKING

Date:

To,

Janasha Finance Private Limited

305, Third Floor, World Trade Tower,

Sector 16 Noida, Uttar Pradesh 201301

LENDER

And

CO-LENDER

Dear Sir/Madam,

I, _____ being the main applicant and on behalf of all other co-applicants understand that I have made a loan application to your company.

I wish to hereby confirm that all charges pertaining to the loan including but not limited to, application fee, processing fee as well as the applicable interest rate have been explained to me. **It is also clear to me that the Initial processing fees paid by me along with application form is non-refundable in nature.**

I also wish that apart from the stated charges, I have not paid any money in cash or otherwise to the branch officials or to any other intermediaries involved in the processing of the loan. In the event I am asked to pay any amounts by any of the concerned officials/intermediaries, I undertake to inform the company at or _____ immediately.

Yours Sincerely

Name:

PAN No.:

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

END USE UNDERTAKING

Date: _____

**To,
The LENDERS**

**In respect of the facility amounting to Rs. _____ Granted by
the LENDERS tous,**

**I/We, _____, having its
office/residing at**

(“Main Applicant/Borrower”) hereby undertake, agree and confirm that:

We hereby confirm that a facility of Rs. _____ has been granted to us by the LENDERS under the loan agreement dated _____ **(“Loan Agreement”)**

The Facility is for the purpose of: **(Please strike off whichever is not Applicable)**

Business

Education

Purchase/Improvement of Property

Medical Treatment

**Other Personal Need
(Please specify)**

I/We hereby represent, warrant and confirm that the aforesaid purpose is a valid purpose and also agree and undertake to utilize the loan only for the above mentioned purpose and that the loan shall not be used for any illegal and / or antisocial and / or speculative purposes including but not limited to participation in stock markets / IPOs/ land purchase / investment in capital market / acquiring equity shares of Indian companies / buyback of shares of Indian companies / funding of promoters' contribution in the project. The loan proceeds shall not be used for any other activity where foreign investment is not allowed under FEMA Regulations and the loan amount shall not be remitted outside India.

I/We declare that the funds under the facility shall not be utilized, either singly or in association with other person, for any of the activities in which investment by persons resident outside India is prohibited, namely; the business of chit fund or Nidhi Company or agricultural / plantation / real estate business, or construction of farm houses or trading in Transferable Development

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

Rights (TDRs)

I/We also declare that funds under the facility will not be used towards purchase of gold in any form, including primary gold, gold bullion, gold jewelry, gold coins, units of gold Exchange Traded Funds (ETF) and units of gold Mutual Funds, etc

I/We further agree, confirm and undertake that the purpose of use of funds under the Facility shall not be changed in any manner during the tenor of the Facility; or that such change in purpose shall take place only with the prior written permission of JFPL

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 Facility Agreement. Further, I/We confirm that I shall execute all the necessary documents whenever called upon by the LENDERS. to do so, at my own cost and expenses, in order to confirm the above.

Thanking you,

Yours sincerely,

We hereby indemnify and shall keep indemnified the LENDERS, against all proceedings civil and/or criminal, claims, expenses and liabilities whatsoever which may be taken or made against or incurred by the LENDERS, by reason of any liability arising hereunder.

Signature

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

Affix Revenue Stamp for each Applicant and Co-applicant and to be cross signed.

DEMAND PROMISSORY NOTE

- To,
1. The Manager,
CO-LENDER
 2. The Manager,
Janasha Finance Private Limited,
305, Third Floor, World Trade Tower,
Sector 16 Noida, Uttar Pradesh 201301
LENDER

On demand I/We and our respective heirs, representatives, executors, administrators, successors and/or permitted assigns, (jointly & severally) unconditionally promise to pay **Janasha Finance Private Limited and CO-LENDER** (“LENDERS”, including, its successors and assigns), or order, for value received, the sum of Rs. /- (Rupees _____ only) in terms of the sanction letter dated..... (“Sanction Letter”) and General Terms and Conditions which is annexed as annexure I with the Sanction Letter together with most important terms and conditions provided as annexure II to the Sanction Letter along with applicable interest and charges thereon, which may from time to time be varied in accordance with the policy decision of LENDER.

To be signed by the Borrower(s)

Place: _____

Date: _____

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

DECLARATION AND UNDERTAKING

[To be stamped as per Stamp Duty Rates prevailing in each State] (to be notarised)

Date:

Place:

To,

Janasha Finance Private Limited

305, Third Floor, World Trade Tower,
Sector 16 Noida, Uttar Pradesh 201301

LENDER

And

CO-LENDER

Dear Sir/Madam,

I/We, the (owner)
s/o..... resident of
..... Colony,,

hereby deposit with Janasha Finance Private Limited ("JFPL") the original title deeds and other related documents as mentioned in **Schedule II** with respect to my/our property (details whereof are mentioned in **Schedule II** hereinafter referred to as the "Property") with intention to create equitable mortgage, as and when required by the LENDERS, on the Property to create such Security to secure the Loan of Rupees.....Rupees only) (the "Loan") availed by the borrower(s) from JFPL.

I/We have already executed the sanction letter dated ("Sanction Letter") and General Terms and Conditions dated which is annexed as annexure I with the Sanction Letter together with most important terms and conditions provided as annexure II to the Sanction Letter in relation to the Loan (collectively referred to as "Loan Documents"). Further I/We undersigned, being the Security Provider, (which expression shall unless the context otherwise requires, include his/her/their heirs, executors, and administrators and permitted assignees) hereby declare and confirm that:

1. I/We say that I/We are absolutely seized and possessed of or otherwise well and entitled to the Property.

2. I/We have disclosed all facts in relation to the Property and made available to JFPL all original title deeds and other deeds and writings in my/our possession and power.

3. I/We am/are the only sole and absolute owner thereof and no other person has any share, right, title or interest of any kind or nature whatsoever in the Property beneficial owners thereof. subject to any charge, liens, lis-pendens, attachment or any other processes issued by any court

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

or authority and I/We have not created any lien, gift or trust in respect thereof and no suit, writ, action or other proceeding is pending against me/us in respect of the Property and that no notice for acquisition or requisition is issued in respect of the Property. I/We, further, declare that the Property is not encumbered in any manner whatsoever and I/We have an absolute, clear and marketable title thereto.

6. I/We further say that I/we have not received any notice of any intended or compulsory acquisition of the Property.

7. JFPL shall have the right to inspect the Property proposed to be secured and my/ our books of account.

8. I/ we say that the details of the mortgage created on the Property will be shared with the Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) and the records will be available for search by any LENDER or any person desirous of dealing with the said Property.

In the event I/we commit any act of default, JFPL shall be entitled to disclose to RBI/CIBIL or any other third person, the name/identity/details of the Borrower and the fact of its having committed any act of default as aforesaid.

9. There is no action, suit, proceedings or investigations, decided, disposed or pending to my/our knowledge or threatened by/against me/us before any Court of Law or any other competent authority or body which has/have material effect on my/our business/profession/service, properties or affairs or which might put into question the validity or performance of the Loan Documents or any of its terms and conditions.

10. I/We will not sell, exchange, partition, mortgage, charge, encumber, lease, dispose of or deal with the Property in any manner whatsoever until such time all the liabilities under the various facilities granted to the Borrower(s) have been paid in full by the Borrower(s) including under the Loan have been fully and effectively discharged and a confirmation in writing from JFPL in this regard to be duly obtained.

11. I/We hereby declare and undertake jointly and severally to indemnify and keep the LENDERS as duly constituted attorney for and on behalf of the LENDERS fully indemnified, save and harmless of or from or against any loss, damage or risk that might arise to the LENDERS on account of any defect in my/our title to the Property or on account of any default of mine/our(s) or on account of any defect or non-observance or breach of any terms, clause, conditions or covenants of the Loan Documents or any other document or any claim, demand or risk however arising to the LENDERS with reference to the Property or the Loan and that in the event the LENDERS suffering from any claim, risk damages, etc. I/We shall forthwith reimburse to the LENDERS the amount of any such claim demand, risk, etc. together with costs, interest, etc., as the case may be, notwithstanding the right of the LENDERS to recall the Loan together with interest and other amounts payable to the LENDERS.

13. I/We further say that JFPL shall have the right to receive and adjust any amount that JFPL may receive in connection with the insurance policy/policies against the Loan and alter the amortization or Repayment schedule in any manner as JFPL may deem fit

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

notwithstanding anything to the contrary contained in the Loan Documents or any other document or paper.

14. I/We hereby declare and undertake and confirm that JFPL or its affiliates may utilize the information furnished by me/us in such manner, as they may deem fit or necessary, including making of any disclosures to any regulatory or any other person.

15. I/We irrevocably authorize JFPL to return the document/s (including that which may be deposited hereafter), if any, to me/us/any other Person (who will discharge the Loan) under proper acknowledgment as per applicable policy of JFPL.

16. I/We make the aforesaid declarations and statements and give the aforesaid undertaking solemnly and sincerely believing the same to be true and knowing fully well that on the faith and strength whereof, the LENDERS have agreed to give the Loan.

This Declaration and Undertaking shall form an integral part of the Loan Documents and shall be read in conjunction with the same. All capitalized terms used herein but not specifically defined shall have the meaning ascribed to it under the GTC.

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

SCHEDULE II
PART -I
Description of the PROPERTY

A Freehold Residential/Commercial property/Plot (strike off whichever is not applicable) situated at:

Boundaries as under:

East: _____ **West:** _____

North: _____ **South:** _____

Area:

PART -II
LIST OF TITLE DEEDS*

*** A separate annexure can be added in case of space issue.**

Thanking you,
Yours faithfully,

Signature

1. **Applicant:**
2. **Co-Applicant 1:**
3. **Co-Applicant 2:**
4. **Co-Applicant 3:**

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

[To be stamped as per Stamp Duty Rates prevailing in each State]

POWER OF ATTORNEY

THIS POWER OF ATTORNEY at place and date as mentioned in Schedule I BY the Borrower(s)/Co-borrower(s)/Co-applicant(s)/Property Owner(s) as described in Schedule I (The expression "**Borrower(s)/Co-borrower(s)/Property Owner(s)**" shall, unless repugnant to the context or meaning thereof, be deemed to include,

- (i) Where the Borrower(s)/Co-borrower(s)/Co-applicant(s)/Property Owner(s) concerned is an individual or a proprietorship firm, his/her heirs, executors and administrators;
- (ii) Where the Borrower(s)/Co-borrower(s)/Property Owner(s) concerned is a partnership firm, the partners or partner for the time being of the said firm, the survivors or the survivor of them and their heirs, executors and administrators of the last surviving partner;
- (iii) Where the Borrower(s)/Co-borrower(s)/Property-owner(s) concerned is a Hindu undivided family, the member or members for the time being of the said Hindu undivided family, and their respective heirs, executors and administrator;
- (iv) Where the Borrower(s)/Co-borrower(s)/Property Owner(s) concerned is a company, its successors in title and permitted assigns.)

IN FAVOUR OF

JANASHA FINANCE PRIVATE LIMITED, a company, incorporated under the provisions of the Companies Act 2013 (CIN U67190DL2016PTC306911), having its registered office at 1004, 10th Floor, Arunachal Building, Barakhamba Road, Connaught Place, New Delhi - 110001 (hereinafter referred as "JANASHA" which expressions shall, unless it be repugnant to the subject or context thereof, include its successors and assigns

WHEREAS

- A. JANASHA has agreed to sanction/ grant and/or sanctioned/granted certain credit facilities as described in **Schedule I** (hereinafter referred as the financial facilities) aggregating to the limit as mentioned in Schedule I (the financial facilities) to the Borrower/s as described in **Schedule I**
- B. One of the conditions under the said facility is that the facility amount, interest, and other dues payable to JANASHA under the said financial facilities shall be secured, inter alias, by a first charge by way of mortgage to be created on property owned by Borrower(s)/Co-borrower(s)/Property Owner/s as described in the **Schedule II** (the above-mentioned properties hereinafter collectively referred as "the Properties).
- C. That "the Properties" intended to be mortgaged are currently mortgaged with _ (if any) towards financial facilities availed by Borrower(s)/Co-borrower(s)/Property-owner(s)
- D. The Borrower(s)/Co-borrower(s)/Property Owner/s are now executing this power of attorney appointing JANASHA as its Attorney to do the acts, deeds and things set out in this power of attorney.
- E. Words and expressions used herein but not defined shall have the meaning and interpretation ascribed to them as per Facility/Master Loan Agreement, General Terms and Conditions and Memorandum of

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

Entry

- F. Except where the context otherwise requires words denoting the singular include the plural and vice-versa; words denoting any one gender include all genders; words denoting persons include incorporations and firms and vice versa.

In consideration of the financial facilities due and payable by the Borrower/s, the Borrower(s)/Co-borrower(s)/Property Owner/s do hereby irrevocably nominate, constitute and appoint **JANASHA FINANCE PRIVATE LIMITED** (herein after referred to as "the **Attorney**") and authorize it on Borrower(s)/Co-borrower(s)/Property Owner/s behalf, at the cost and expense of Borrower(s)/Co-borrower(s)/Property Owner/s, to do all or any of the following in respect of the Properties on which security has been created, as set out hereinbefore:

-
1. To demand and collect all forms and formats with regard to facilities approved to Borrower(s)/Co-borrower(s)/Property Owner(s) from current financial institution where the property(ies) is/are mortgaged.
 2. To collect List of Original documents, Statement of Account, Foreclosure Letter in respect of current ongoing loan as per **Schedule I**.
 3. To pay off all dues and charges if any on behalf of Borrower(s)/Co-Borrower(s)/Property Owner(s) to institution and loan a/c as per **Schedule I**.
 4. To pay stamp duty and registration charges or any other dues to institution as per **Schedule I** from where current loan is availed in respect of the properties or any part thereafter Borrower(s)/Co-borrower(s)/Property Owner/s behalf.
 5. To appear for and on Behalf of the Borrower(s)/Co-borrower(s)/Property Owner/s before any Income Tax authority and if need be to pay to discharge any liability for and on behalf of the Borrower(s)/Co-borrower(s)/Property Owner/s and to recover the same from the Borrower(s)/Co-borrower(s)/Property Owner/s as per rules of institution from where current loan is going on as per **Schedule I**.
 6. To take possession of original set of documents on behalf of Borrower(s)/Co-Borrowers(s)/Property Owners(s) from the institution from where current loan is going on as per **Schedule I**.
 7. To compromise, compound or settle any debt due and payable to the Borrower(s)/Co-borrower(s)/Property Owner/s on such terms and conditions as the Attorney may think fit.
 8. To make, draw, sign, endorse, negotiate, accept and release as the case may be cheques, drafts or other securities for payment of money.
 9. To engage advocates and counsels for the above and to sign alt names for their appointment.
 10. To affirm, declare and file plaints, written statements, affidavits, counter replies and such other papers and documents as may be required in connection with the legal proceedings instituted by or against the Borrower(s)/Co-borrower(s)/Property Owner/s or relating to the Properties.
 11. In general to do all acts, deeds and things as may be necessary to give effect to the powers bestowed through this power of attorney.

All or any of the powers hereby granted in favour of JANASHA FINANCE PRIVATE LIMITED maybe exercised by any officer or officers of JANASHA FINANCE PRIVATE LIMITED as may be decided by JANASHA FINANCE PRIVATE LIMITED in that behalf.

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

The Borrower(s)/Co-borrower(s)/Property Owner/s do hereby undertake to ratify whatever the Attorney may lawfully do in and by virtue of these presents and the Borrower(s)/Co-borrower(s)/Property Owner/s hereby declare that the powers and authorities conferred hereinbefore to and / or in favour of the said Attorney is unconditional and shall be irrevocable until the amount due from the Borrower/s to the Attorney shall have been fully paid and discharged and such discharge expressly acknowledged by the Attorney. The Borrower(s)/Co-borrower(s)/Property Owner/s further declare that the Borrower(s)/Co-borrower(s)/Property Owner/s shall not at any time act in a manner which has the effect of diluting, nullifying or vitiating the powers given to the Attorney under this Power of Attorney. This Power of Attorney shall not be affected by the demise, insolvency, as the case may be, of neither the Borrower/s nor the Borrower(s)/Co-borrower(s)/Property Owner/s.

IN WITNESS whereof this power of attorney has been executed on this _____ day of ____ SIGNED

AND DELIVERED

By within named Borrower(s)/Co-borrower(s)/PropertyOwner/s

_____ (signature)

_____ (signature)

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

LETTER OF CONTINUITY

Date:

Place:

To,

1. The Manager,
CO-LENDER

2. The Manager,
Janasha Finance Private Limited,
305, Third Floor, World Trade Tower,
Sector 16 Noida, Uttar Pradesh 201301

LENDER

Dear Sir(s),

I/We _____, enclose herewith a duly executed demand a Promissory Note dated _____ in respect of loan facility of for Rs. _____ only availed by me/us from you (herein after referred to as the "Loan"), executed by me/us which is given to you as security for the repayment of the Loan which is at present outstanding in our name and also for the repayment of any further amounts, which I/we may avail of hereafter from you and the said promissory note is to be a continuing security to you for the repayment of the ultimate balance and/or all amounts remaining unpaid on the Loan now or hereafter, including all interest to become payable in respect of/under the Loan or which may in future be advanced together with additional interest, costs, expenses and charges due and payable by the Borrower to Janasha Finance Private Limited and I/we shall remain liable on the said demand promissory note notwithstanding the fact that by payments made into the said Loan account from time to time the balance therein may be reduced or extinguished or even though the balance in the said account may be at credit.

Yours faithfully, (Borrowers)

Authorized Signatory

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

DISBURSEMENT REQUEST LETTER

Date:

To,

The Manager,
CO-LENDER

The Manager,
Janasha Finance Private Limited
305, Third Floor, World Trade Tower,
Sector 16 Noida, Uttar Pradesh 201301
LENDER

Sub: Disbursement Request Letter

Ref: My/Our loan of Rupees.....Rupees.....
.....("Loan") sanctioned by Janasha Finance Private Limited ("JFPL") in my/ our favor
availed on the property being offered.....

Dear Sir,

I/We hereby agree to all terms and conditions of all the documents pertaining to the Loan.

I/We request you to release/ disburse the Loan availed for the above-mentioned Property by issuing the cheque or by any other mode i.e.DD/ RTGS/ NEFT/ direct transfer etc., at the sole discretion of JFPL favoring the following for the amounts stated as below:

DISBURSEMENT REQUEST THROUGH CHEQUE

S. No.	Name	Name of Bank & Branch	Saving / Current Account No.	Amount	Remarks

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

DISBURSEMENT REQUEST THROUGH RTGS

PARTICULARS	CUSTOMER DETAILS
Account Holder Name	
Bank Name	
Bank Address	
Bank Account No.	
Bank Account Type	
IFSC Code	
Customer E-Mail Address	
For Official Use	
Amount Payable	
Application ID/LAN	
Agreement No.	

It is further requested that release/disbursement be made as above said at the earliest.

I/We are aware that interest on the Loan will be in accordance with the terms and conditions of Loan and will commence from the date of cheque/ DD/ RTGS/ NEFT/ direct transfer etc. applicable for the disbursement at the sole discretion of JFPL.

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

CHEQUE SUBMISSION FORM

To,

The Manager,
CO-LENDER

The Manager,
Janasha Finance Private Limited
305, Third Floor, World Trade Tower,
Sector 16 Noida, Uttar Pradesh 201301
LENDER

Sub: Submission of EMI PDCs / PEMI PDCs

S. No.	Cheque No.	Dated	A/c Type	Bank & Branch	Amount	Purpose (EMI/PEMI)

Thanking you,
Yours faithfully,

Signature of the applicant(s)

Place:

Date:

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

DECLARATION FOR THUMB IMPRESSION/SIGNING IN VERNACULAR LANGUAGE

(This declaration must be signed by the employee of JANASHA FINANCE PRIVATE LIMITED("JFPL") as well)

This is to certify that I have read out the contents of the Sanction Letter, General Terms and Conditions which is annexed as annexure I with the Sanction Letter together with most important terms and conditions (collectively "Loan Agreement") and all other related documents being entered into with theLENDERS as specified in the Schedule to Mr./Ms._____

("Borrower")

and he/she has understood the same.

Further, I hereby certify that Mr./Ms._____has affixed his/her thumb impression (left hand/right hand) or has signed in vernacular language in my presence after I have explained the contents to him/her.

Name of the Employee:

Address:

Signature of Employee:

Name of the Borrower/Borrower Representative: _____

I confirm that the terms and condition contained in the Sanction Letter, General Terms and Conditions which is annexed as annexure I with the Sanction Letter together with most important terms and conditions (collectively "Loan Agreement") and all other related documents to be entered into with theLENDERS as specified in the Schedule, have been explained by _____

_____in_____language known to him/her/them and he/she/they have fully understood the same and do hereby agree to abide by all the terms and conditions of the Loan Agreement and related documents and the clauses of the same..

I have understood and agree to the terms and conditions mentioned in the Loan Agreement.
Signature/Thumb Impression:

Date:

Signature and Stamp of Borrower:

--	--	--	--

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

THIS DEED OF EQUITABLE MORTGAGE (BY MEMORANDUM OF DEPOSIT OF TITLE DEED) IS MADE IN THE YEAR OF:

Amongst

Shri _____ S/o.Shri. _____ R/o.

(Hereinafter called the Mortgager/Borrower/Applicant/Property Owner) which expression shall, unless repugnant to the subject of context, include his heirs, executors, administrators, successors, assigns and transferees in interest etc.) of the One Part.

AND

CO-LENDER, a body corporate constituted under the Companies Act 1956/2013 with its Registered Office at _____ through its Authorized representative **Mr.** _____ (Aadhar No.: _____) Duly authorized through Company board resolution dated _____ (hereinafter called the 'Financial Institution' which expression shall unless repugnant to the subject or context include its successors, assigns and transferees in interest, etc.) of the other parts;

AND

M/s. Janasha Finance Private Limited, a body corporate constituted under the Companies Act 2013 with its **Registered Office at 1004, 10th Floor, Arunachal Building, Barakhamba Road, Connaught Place, New Delhi -110001 & Corporate Office at 305, Third Floor, World Trade Tower, Sector 16 Noida, Uttar Pradesh 201301** (hereinafter called the 'Financial Institution' which expression shall unless repugnant to the subject or context include its successors, assigns and transferees in interest, etc.) of the other parts;

WHEREAS the Mortgagor is the absolute owner in exclusive possession and enjoyment of the property described in the schedule hereunder, and it has been using the said land and has assured the Financial Institution that in case there being found any sovereign, subtenant or tenant on the property or any prior agreement or assurance to any such person made by the Mortgagor shall not affect the rights of the Financial Institution or the Mortgagor's liabilities, hereby created on the said property. The said land is free from all sorts of encumbrances and shall likewise be kept unencumbered till the dues of the Financial Institution are repaid.

WHEREAS the Mortgagors have requested for, and the Financial Institution has agreed to grant Loan of Rs. _____ (**Rupees** _____) carrying interest at the rate of _____ %+ _____ % **per annum with monthly rest +interest** tax along with charges etc. etc. there on subject to the condition of the Mortgagors securing the due repayment thereof by the Mortgages of the said property, for the business purpose.

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

NOW, THEREFORE, THIS DEED OF MORTGAGE WITHOUT POSSESSION WITNESSETH AND the
Mortgagors have agreed to the same.

That in consideration of the premises contained above and the Financial Institution allowing Loan of
Rs.

_____ **(Rupees**

_) mortgagors which have already been allowed and/or may be allowed by the Financial Institution to the Mortgagors from time to time besides interest, charges, costs and expenses etc. payable to or incurred by the Financial Institution, the Mortgagor hereby transfers by way of registered equitable mortgage without possession the said property and here detements, together with all constructions and tenements now standing thereon or which hereinafter be erected thereon or any part thereof to the intent that the said property shall remain and be charged as security for the payment to the Financial Institution for all sums of money which may be due to the Financial Institution at any time in respect of the Loan of

Rs _____ **(Rupees _____) and facilities allowed or to be allowed from time to time to the aggregate besides interest, charges, costs and expenses etc. payable to or to be incurred by the Financial Institution accordance with the covenants herein contained.**

The mortgagor hereby further covenants with the Financial Institution as follows: -

1. That interest at the rate of _____%+_% **per annum with monthly rest +interest** tax shall be calculated on the balances payable by the Mortgagor to the Financial Institution and charged on the last working day of the month as per the practice of the Financial Institution, unless communicated otherwise by the Financial Institution.
2. That the Financial Institution shall not be required to make advance or continue advances otherwise than at the Financial Institution's discretion in case the Financial Institution so likes.
3. That nothing herein shall prejudice any rights of Financial Institution in respect of any present or future security, guarantee, obligation or decree for any indebtedness or liability of the Mortgagor to the Financial Institution.
4. That the Mortgagor declare that the said property is absolute property of the Mortgagor and the Mortgagor have full and exclusive rights to enjoyment of the benefits arising from the said land, whether as the absolute and exclusive owner of the property or otherwise, and that the said property is free from all encumbrances and legal and factual defects and the mortgagor has full subsisting interest in the same and that owners have absolute rights, title, interest, power, and authority to alienate or transfer the same by way of sale or mortgage otherwise.
5. That the Mortgagor will pay all revenue taxes charges etc. in relation to the said property or as to the use thereof and always keep the benefits arising out of the said land free from all charges statutory or otherwise and will keep the Financial Institution indemnified against all such demands, claims, charges, and expenses, whatsoever in that behalf.
6. That the Financial Institution shall be at liberty without being bound and at its option to pay all revenue, taxes, and other such public or statutory demands and charges by debiting the same to the account of the Mortgagor if the Mortgagor fails to pay the same within time, and payment so made

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

together with interest thereon at the above rate and any expenses incurred shall also be secured hereby and deemed as lone advanced.

7. That the Mortgagor shall, during the continuance of this security keep all title deeds of his properties hereby mortgagor, deposited with the Financial Institution and shall hold the same in trust for the Financial Institution for any period in which the said documents are left or allowed to remain with him until entire loan amount along with any interest if any outstanding have been paid off in full or released to him temporarily on his request. The Mortgagor will in no case deliver the said documents of title to any other person or deal with them in any manner prejudicial to the interest of the Financial Institution during continuance of this security.
8. That the Financial Institution shall not be answerable or accountable for any losses which may happen in or about the exercise or execution of any of the owners or trust which may be vested in the Financial Institution by virtue of these presents or by any legislative enactment.
9. That the loan facility allowed by the Financial Institution shall be used by the Mortgagor, _____, for the purpose mentioned in this agreement as an end use and for no other purpose whatsoever.
10. That this security shall operate as a continuing security for all moneys, indebtedness, and liabilities aforesaid notwithstanding that the amounts advanced by the Financial Institution earlier have come to be repaid and the accounts closed, or further advances made, and fresh accounts opened and notwithstanding the existence of credit balance in such account/s at any time or any partial payments or fluctuations of accounts.
11. That the Financial Institution shall be always competent in accordance with the loan documents executed by the Mortgagor to recall the loan and in that event the Mortgagor will have no grievance to question the Financial Institution's right.
12. That the Mortgagor has agreed to pay the amount advanced by the Financial Institution together with interest and all other charges, and that in any case of default of any one installment, the whole amount then due shall become payable immediately and the Financial Institution shall be entitled to realize its dues in the manner provided in this deed.
13. That if the Mortgagor will fail to pay to the Financial Institution the amount due from him under this Mortgagor at any time on demand being made for it together with interest and all other sums, incidental and all other charges, the Financial Institution shall be competent and fully justified and entitled to realize its dues by sale of the properly hereby mortgaged and if the sale proceeds are insufficient to satisfy the dues of the Financial Institution including costs and other charges etc. to recover the balance from the property mortgaged and their other properties and their person together with all costs and charges etc. in the event of a suit becoming necessary for the recovery of the Financial Institution dues, interest at the aforesaid rate as per guidelines of Had Office of Financial Institution/R.B.I. shall continue to run and be charged till relation of the full dues of the Financial Institution.

PROVIDED that if the Mortgagor will pay to the Financial Institution all its dues with interest there on and incidental and other charges and thus adjust his account, the Financial Institution will, at the request of the Mortgagor, as the case may be.

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

- 14. That the Mortgagor will be bound and undertakes to accept the balance including interest and charges etc. as claimed to be due from the Mortgagor to the Financial Institution under this deed as disclosed from his account from the books shall be sufficient and conclusive proof of the correctness of the same, without production of any other vouchers, documents, or other papers.
- 15. That the Mortgagor will bear expenses on stamp papers and other charges of this deed.

The contents of this deed have been read over and explained to the Mortgagor and have understood the contents and effect of the same and having voluntarily agreed therein subscribed to these presents.

IN WITNESS WHEREAS the Mortgagors have signed this deed the day and the year first above written in the presence of each of the attesting witnesses who have put in their signature in the presence of the

THE SCHEDULE I REFERRED TO ABOVE

A _____ Area. sq. Mtr. And bounded as under -

EAST:
WEST:

NORTH:
SOUTH:

In witness whereof, the Mortgagor has set his/her hand, at _____th day of _____ (Year), first above Written MORTGAGOR/EXECITAMTS:

Mortgagee: Financial Institution

CO-LENDER: _____

AND

Janasha Finance Private Limited

Signature

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

DECLARATION
(TO BE NOTARIZED)

This declaration (the "Declaration") is executed on _____ day of at _____ by **JANASHA FINANCE PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at 1004, 10th Floor, Arunachal Building, Barakhamba Road, Connaught Place, New Delhi - 110001 (hereinafter referred to as "JFPL" which expression unless repugnant to the context shall mean and include its nominees and permitted assigns) represented by _____, (Designation & Department), the authorized signatory of JFPL authorized vide board resolution / power of attorney dated _____ for the purpose of executing this Declaration.

The abovementioned authorized signatory for and on behalf of JFPL declares as follows:

1. That JFPL wishes to declare its general terms and conditions enclosed herewith as Annexure I (hereinafter referred to as the "GTC"), forming an integral part of this Declaration to the public at large.
2. The GTC shall form part of the Loan Documents and shall contain the standard terms and conditions governing the transaction of Loan between the Borrowers, Guarantors, any other Person connected therewith and JFPL.
3. The GTC shall be binding on all such Persons who shall accept and acquiesce to the same and to all such Persons who have signed the Loan Documents.
4. The public at large shall have received deemed notice of the same by virtue of the said GTC being a public document. The GTC shall also be uploaded on the official website of JFPL.
5. This Declaration shall form an integral part of the Loan Documents. The capitalized terms used herein which are not expressly defined shall have the same meaning as ascribed to them under the GTC.

EXECUTANTS

For **JANASHA FINANCE PRIVATE LIMITED**

Name:

Designation:

The common seal of **Janasha Finance Private Limited** has been affixed hereunto pursuant to resolution passed by the Board of Directors at their meeting held on _____ in the presence of Mr. Saurabh Nagpal, the Director of the Company, who has/have affixed her signature hereto.

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

CUSTOMER'S ACKNOWLEDGEMENT

Date:

To,

The Manager,
Janasha Finance Private Limited,
305, Third Floor, World Trade Tower,
Sector 16 Noida, Uttar Pradesh 201301

LENDER

The Manager,
CO-LENDER

Regarding: Submission of Original property documents of property situated at:

Dear Sir/Ma'am,

This _____ is with reference to the Loan against property sanctioned to _____

R/O: _____ (Loan ID: _____),

For _____ **Rs.** _____/- (Rupees _____).

I hereby submit the below mentioned **original property documents** for creation of Equitable Mortgage/Registered Mortgage (*strike off whichever is not applicable*) in favor of **Janasha Finance Private Limited and CO-LENDER.**

List of Title Deeds:

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

Request you to kindly acknowledge the same.
Thanking You,

Applicant:

Co-Applicant(s):

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

AUTHORIZATION FOR PRE- EMI DEDUCTION

I/we, Mr./Mrs. _____ (Borrowers Name), have been sanctioned Loan against property loan of INR _____, via sanction letter dated : _____ Ref / LAN : _____ from Janasha Finance Pvt Ltd.

I/we, hereby authorize Janasha Finance to deduct Pre-EMI amount from the loan amount being disbursed as communicated by Janasha Finance.

(Signed by all Applicants and Co-Applicants)

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

REPAYMENT SCHEDULE

To be added as an annexure

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

**AFFIDAVIT
(DUAL NAMES/ DOB /SIGNATURE)**

1. I, the undersigned _____ (also known as _____), holder of (PAN Card / Aadhar Card / Voter Id Card / Passport) No. _____, aged _____ years, presently residing at _____, _____, _____ do hereby solemnly and sincerely affirm, declare, confirm and state as under:
2. My name is appearing as _____ on my (PAN Card / Aadhar Card / Voter Id Card / Passport) and as _____ in _____ [PAN Card / Aadhar Card / Voter Id Card / Passport.]
3. Both, _____ and _____ are the names of the same person being holder of (PAN Card / Aadhar Card / Voter Id Card / Passport) number _____.
4. The aforesaid difference in the name is appearing because my name was changed from _____ to _____ with effect from _____ due to _____.(Reason)
5. My correct date of birth _____(dd/mm/yyyy) and I have enclosed a valid DOB proof (PAN Card / Aadhar Card / Voter Id Card / Passport) to support this declaration.
6. Both, _____ and _____ are the signature of the same person. (PAN Card / Passport / Bank Account)

I hereby authorize Janasha Finance Private Ltd to act upon any instrument signed by me in/using any of the above stated [names and/or signatures].

In light of the above and in this regard I, hereby indemnify and agree to indemnify and keep JFPL indemnified and harmless at all times against any and all losses, damages, costs, charges, expenses, claims, demands, suits and proceedings of whatsoever nature that JFPL may have to incur or suffer or be put to or which may be occasioned to JFPL as a result or consequence of JFPL relying on this affidavit or any part hereof.

In witness whereof I have executed this affidavit at _____ on this ____ day of _____, 20__.

Signature:
BEFORE ME
(NOTARY)

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

**AFFIDAVIT
(DUAL NAMES/ DOB /SIGNATURE)**

1. I, the undersigned _____ (also known as _____), holder of (PAN Card / Aadhar Card / Voter Id Card / Passport) No. _____, aged _____ years, presently residing at _____, _____, _____ do hereby solemnly and sincerely affirm, declare, confirm and state as under:
2. My name is appearing as _____ on my (PAN Card / Aadhar Card / Voter Id Card / Passport) and as _____ in _____ [PAN Card / Aadhar Card / Voter Id Card / Passport.]
3. Both, _____ and _____ are the names of the same person being holder of (PAN Card / Aadhar Card / Voter Id Card / Passport) number _____.
4. The aforesaid difference in the name is appearing because my name was changed from _____ to _____ with effect from _____ due to _____.(Reason)
5. My correct date of birth _____(dd/mm/yyyy) and I have enclosed a valid DOB proof (PAN Card / Aadhar Card / Voter Id Card / Passport) to support this declaration.
6. Both, _____ and _____ are the signature of the same person. (PAN Card / Passport / Bank Account)

I hereby authorize Janasha Finance Private Ltd to act upon any instrument signed by me in/using any of the above stated [names and/or signatures].

In light of the above and in this regard I, hereby indemnify and agree to indemnify and keep JFPL indemnified and harmless at all times against any and all losses, damages, costs, charges, expenses, claims, demands, suits and proceedings of whatsoever nature that JFPL may have to incur or suffer or be put to or which may be occasioned to JFPL as a result or consequence of JFPL relying on this affidavit or any part hereof.

In witness whereof I have executed this affidavit at _____ on this ____ day of _____, 20__.

Signature:
BEFORE ME
(NOTARY)

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

**AFFIDAVIT
(DUAL NAMES/ DOB /SIGNATURE)**

1. I, the undersigned _____ (also known as _____), holder of (PAN Card / Aadhar Card / Voter Id Card / Passport) No. _____, aged _____ years, presently residing at _____, _____, _____ do hereby solemnly and sincerely affirm, declare, confirm and state as under:
2. My name is appearing as _____ on my (PAN Card / Aadhar Card / Voter Id Card / Passport) and as _____ in _____ [PAN Card / Aadhar Card / Voter Id Card / Passport.]
3. Both, _____ and _____ are the names of the same person being holder of (PAN Card / Aadhar Card / Voter Id Card / Passport) number _____.
4. The aforesaid difference in the name is appearing because my name was changed from _____ to _____ with effect from _____ due to _____.(Reason)
5. My correct date of birth _____(dd/mm/yyyy) and I have enclosed a valid DOB proof (PAN Card / Aadhar Card / Voter Id Card / Passport) to support this declaration.
6. Both, _____ and _____ are the signature of the same person. (PAN Card / Passport / Bank Account)

I hereby authorize Janasha Finance Private Ltd to act upon any instrument signed by me in/using any of the above stated [names and/or signatures].

In light of the above and in this regard I, hereby indemnify and agree to indemnify and keep JFPL indemnified and harmless at all times against any and all losses, damages, costs, charges, expenses, claims, demands, suits and proceedings of whatsoever nature that JFPL may have to incur or suffer or be put to or which may be occasioned to JFPL as a result or consequence of JFPL relying on this affidavit or any part hereof.

In witness whereof I have executed this affidavit at _____ on this ____ day of _____, 20__.

Signature:
BEFORE ME
(NOTARY)

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

ENCUMBERENCE AFFIDAVIT

Before the _____ Affidavit of Mr/Mrs. _____ S/oMr. _____,

Age about ____ Years, R/o. _____ Deponent(s)

I/we, the above-named deponent(s) do hereby solemnly affirm and state on oath as under: -

- That my/our name(s) and address as mentioned here-in-above are correct.
- That I/we are absolute, exclusive owners and in continuous, uninterrupted possession of my/our residential/commercial property (*strike off whichever is not applicable*). The property has been more-fully described in the schedule given as per below of this affidavit by virtue of succession.
- That the original documents of title pertaining to the above property are in my/our custody.
- That the property proposed to be mortgage is completely free from all sorts of encumbrances like charges, litigation, security, Govt. loan, private loan, agreement to sell, previous sale, mortgage, acquisition, attachment, attachment before judgment, court litigation etc till this date and there is no legal hindrance for me/us in transferring /selling the property.
- That no proceedings are pending before any authority, court etc regarding construction of the property.
- That I/we have not appointed or constituted anybody as my/our true and lawful attorney in respect of our respective portions or any part thereof nor negotiated with anybody else to sell the property.

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

Date:

To,
The Manager,
CO-LENDER

The Manager,
Janasha Finance Private Limited,
305, Third Floor, World Trade Tower,
Sector 16 Noida, Uttar Pradesh 201301
LENDER

SUB - Bank Signature Verification

This is to inform you that Mr./Mrs. _____ W/o. or
S/o. _____ has applied a LAP (Loan Against property) Loan from **JANASHA
FINANCE PRIVATE LIMITED**, 305, Third Floor, World Trade Tower, Sector 16 Noida, Uttar
Pradesh 201301 **and CO - LENDER (Co-Lending Arrangement)** at 305, Third Floor,
World Trade Tower, Sector 16 Noida, Uttar Pradesh 201301 and he/she is maintaining
an account (A/c No. _____ in our bank
and branch _____

Verification of the Signature in our records:

Name of Account Holder: _____

Signature: _____

Signature of the Branch Manager: _____

Bank Seal

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

PERSONAL GUARANTEE

THIS DEED OF GUARANTEE executed at _____ on this _____ day of _____ year _____ by Mr./Mrs./Miss _____

Residing at:

Having relationship with the Borrower _____(define relation), , hereinafter called as **"the Guarantor"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors and administrators);

in favour of

JANASHA FINANCE PRIVATE LIMITED, a Non-Banking Financial Company("NBFC"), registered under the Companies Act, 2013, having its registered office at 1004, 10th Floor, Arunachal Building, Barakhamba Road, Connaught Place, New Delhi - 110001, and, hereinafter called "**JANASHA**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor or successors and assigns):

FOR THE PERFORMANCE OF THE OBLIGATIONS OF Mr./Mrs./Ms. _____ S/o./D/o. _____ residing at:

(hereinafter referred to as **"the Borrower/s (including Co-Borrowers)"**) which expression shall be deemed to include all executors, administrators assign and successors in title)

WHEREAS:

1. On the request of the Borrower, _____, JANASHA has sanctioned a loan of **Rs. _____/-** (Rupees _____ only) (hereinafter referred to as "said **Loan**") @ _____% p.a. (Flat/Reducing) to the Borrower on the terms and conditions as particularly mentioned in the Sanction Letter dated _____.
2. One of the conditions of the said Sanction Letter is that the Guarantor shall give an irrevocable personal guarantee to JANASHA, guaranteeing the due repayment of the said loan together with interest thereon, including but not limited to any costs, charges and expenses and all other moneys incidental thereon as hereinafter contained.
3. Borrower has called upon the Guarantor to give a guarantee, which the Guarantor have at the request of the Borrower agreed to do in the manner hereinafter appearing.

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY COVENANTED AGREED ANDDECLARED AS FOLLOWS:

1. If at any time default shall be made by the Borrower in the repayment of the said Loan lent and advanced/ agreed to be lent and advanced by JANASHA to the Borrower or any part thereof or interest thereon or any other moneys for the time being due and owing by the Borrower to JANASHA, the Guarantor will without demur pay to JANASHA on demand the said loan of **Rs. ___/-** (Rupees _____ only) (hereinafter referred to as "said **Loan**") together with interest @ **___% p. a.** thereon and all other moneys which shall then become due to JANASHA as aforesaid and all costs, charges and expenses whatsoever which may incur by reason of any default on the part of the Borrower its successor or successors and assigns and will indemnify and keep indemnified, saved harmless and defended JANASHA at all times hereinafter against any loss or damage which JANASHA will/may suffer by reason of any default by the Borrower in repayment to JANASHA of the said loan or any part thereof and/or payment of interest thereon or any other moneys for the time being due and payable by the Borrower to JANASHA under the various security documents executed by the Borrower in favour of the JANASHA and all costs, charges and expenses whatsoever which may incur by reason of any default on the part of the Borrower its successor or successors and assigns.

2. JANASHA shall have the fullest liberty without anyway affecting this Guarantee and discharging the Guarantor from their liability hereunder:
 - a) to postpone for any time or from time to time the exercise of the powers conferred on _____ by the various security documents executed by the Borrower in favour of _____ and to exercise the same at any time and in any manner as _____ may deem fit in its sole discretion;
 - b) to revise the rate of interest payable by the Borrowers to _____ on the said loan or to vary alter or modify any terms and conditions of the said sanction letter or various security documents executed by the Borrower in favour of the _____ or;
 - c) to absolutely dispense with or release all or any of the security/securities furnished or required to be furnished for the said loan;
 - d) to agree to any revision/modification/ extension of the schedule of repayment of the said loan and/or to any postponement of the realisation of interest, compound interest, costs, charges and expenses and for funding of interest and to charge interest thereon and all other monies payable by the Borrowers to _____ as provided in the said sanction letter;
 - e) to enter into any composition or compound with or to grant time or any other indulgence or facility to the Borrower
 - f) to grant any additional loan / facility to the Borrowers on the security of the Borrower's present and/or future assets or to cede second or subsequent charge on the assets of the Borrowers in favour of any Bank/Financial Institution; and
 - g) to enforce or forbear to enforce the covenants for payment of the said loan or interest or any other terms, covenants and conditions contained in or implied by the various security documents executed by the Borrower in favour of _____ or any other remedies or securities available to _____ or to grant any time indulgence or facility to the Borrower or the Guarantors.

And the Guarantor shall not be released by any exercise by _____ of its liberty with reference to the matters aforesaid or any of them or by reason of time being given to the Borrower or to the Guarantors or for

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

any other forbearance, act or omission on the part of _____ or any other indulgence by _____ to the Borrower or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantor and the Guarantors hereby waives all suretyship and other rights, which they might otherwise be entitled to enforce.

2. The Guarantor further agree and declare that they are aware and have read all the terms, covenants and conditions contained in the various security documents executed by the Borrower in favour of _____ and shall observe and perform all the said terms, covenants and conditions contained in the said security documents so far as they relate to payment of moneys in the same manner in which the Borrower is liable for the due observance and performance of the said terms, covenants and conditions to the fullest satisfaction of _____.
3. The Guarantor hereby agree that any amount appearing due from the Borrower in the Books of Accounts of maintained and kept in the ordinary course of business shall be conclusive evidence against the Guarantors of the amount due on the said account and shall not be questioned by the Guarantors.
4. The Guarantee herein contained is unconditional, irrevocable, absolute and independent of any rights and remedies which may have against the Borrower and shall be enforceable against the Guarantor notwithstanding that the securities or any of them specified under the said sanction letter shall at the time when the proceedings are taken against the Guarantors hereunder be outstanding or unrealised.
5. The Guarantor hereby agree and declare that their liability under these presents shall be irrevocable joint and several with the liability of the Borrower for repayment of the said loan together with interest, costs, charges and expenses.
6. The Guarantor agree and confirm that the Borrower has the power to borrow the said loan and to execute the security documents in favour of _____ and that they will not be discharged from their obligations merely on the ground that the Borrower do not have the necessary powers to borrow the said loan or that the security documents are not properly executed.
7. The Guarantor hereby agree that in order to give effect to the Guarantee herein contained _____ shall be entitled to act as if the Guarantor were and are the principal debtors to _____ for all payments and covenants guaranteed by them as aforesaid to _____ and that it will not be necessary for _____ to sue the Borrower before suing the Guarantor for the amount due and/or to proceed against the Guarantor by attachment of their personal properties in accordance with the law.
8. The Guarantee herein contained shall be enforceable against the Guarantor notwithstanding that no action of any kind has been taken by _____ against the Borrowers and an intimation in writing sent to the Borrower and/or the Guarantor by _____ that a default or breach has occurred shall be treated as final and conclusive proof as to the facts stated herein.
9. The Guarantee herein contained is a continuing one for all amounts lent and advanced and/or to be lent and advanced by _____ to the Borrower as also for all interest, costs, charges and expenses and all other moneys which may from time to time

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

become due and payable and remain unpaid for the time being to _____ and shall remain in force until the said loan shall be paid off in full with interest and all costs, charges and expenses and all other moneys as aforesaid.

10. The Guarantee herein contained shall not be determined affected or in any way prejudiced by any absorption or amalgamation or reconstitution or alterations in the status or in the constitution of _____, but shall endure for the benefits of _____ and be available to the absorbing or amalgamated or reconstituted or altered body or authority.
11. The Guarantee herein contained shall not be determined or affected by the death of the Guarantor but shall in all respect and for all purposes be binding and operative upon their heirs, executors and administrators until repayment of all moneys due to _____ as aforesaid.
12. The Guarantor further declare that this Guarantee shall not in any event be affected by reason of _____ obtaining any other/further securities _____ from the Borrower nor would it be affected by reason of _____ failing to recover and realise any of the securities.
13. The Guarantor further declare that this Guarantee shall not in any manner be affected by reason of any laches on the part of _____ to recover the amount due from the Borrower.
14. The Guarantor further declare that as between _____ and the Guarantor, the Guarantor will be treated as principal debtor jointly with the Borrower and accordingly the Guarantor shall not be entitled to and the Guarantor hereby waive all the rights conferred on the Guarantor by Section 133, 134, 135, 139 and 141 of the Indian Contract Act.
15. The Guarantor hereby agree, affirm and declare that _____ shall be at liberty to assign the benefits of all covenants and provisions contained herein or in any of the documents made in connection with the said loan to any person or persons including the financial institutions and the Guarantors shall whenever have required by _____, execute and join in doing and executing at the costs of the Guarantor all such acts, deeds and things as _____ may require for or in connection with such assignment.
16. The Guarantor affirm, confirm and declare that any balance confirmation and / or acknowledgement of debt and / or admission of liability given or promise or part payment made by the Borrower or the authorised agent of the Borrower to _____ shall be deemed to have been made and / or given by or on behalf of the Guarantor himself for the purpose of extending period of limitation against the Guarantor as provided under the Limitation Act, 1963.
17. The Guarantor agree that in case they commit default in repayment of any amount due under this Guarantee, _____ will have an unqualified right to disclose to such authority / authorities or publish the name of the Guarantors as defaulters in such a manner and through such medium as _____ in its absolute discretion may think fit.
18. The Guarantor hereby declare that this Guarantee will be enforceable against their present as well as future assets that may be acquired by them hereafter and undertakes not to deal with or dispose of their immovable assets both present and future without the prior written consent of _____.

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

19. The Guarantor agree and declare that for enforcing this Guarantee by _____ against him the Courts at Delhi/Gurgaon/NCR only shall have exclusive jurisdiction and the Guarantor hereby submits to the same.
20. The Guarantor agree that all the communications including a Notice of Demand posted under the Certificate of Posting at the above stated or last known address of the Guarantor shall be a sufficient service of such communication or Notice of Demand on him and _____ shall be entitled to proceed on the basis that the said communication or Notice of Demand Posted under the Certificate of Posting has been duly received by the Guarantor at the end of the normal period after which such communication or Notice of Demand be ordinarily delivered by the Postal Authorities.
21. The Guarantor declare and state that for the issuance of this Guarantee they have not received any consideration whether direct or indirect from the said Borrower and or any other person or persons and neither any kind of interest is created in their favor in pursuance to the execution of this Guarantee.

IN WITNESS WHEREOF the Guarantor hereto has hereunto set their hand the day and the year first hereinabove written.

SIGNED AND DELIVERED

by the within named Guarantor

Mr./Mrs./Ms. _____

2 Witnesses Name & Signature:

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

INDEMNITY CUM DECLARATION
(For Missing Documents)

Date:

To,

The Manager,
CO-LENDER

The Manager,
Janasha Finance Private Limited,
305, Third Floor, World Trade Tower,
Sector 16 Noida, Uttar Pradesh 201301

LENDER

Dear Sir/s,

I, Mr./Mrs./Ms. _____ s/o./d/o. _____
R/o. _____ (the "**Mortgagor**") do hereby
solemnly affirm and declare as follows:

1. That Mr. /Mrs./Ms. _____ s/o.
/d/o. _____
R/o. _____
 ("**Borrower(s)**") have availed / shall avail a loan facility for an amount Rs. _____
 _____/- (Rupees
 _____ only)
(hereinafter referred to as the "**Facility**"), on the terms conditions and stipulations mentioned
in the Loan Agreement issued by **JANASHA FINANCE PRIVATE LIMITED AND CO-LENDER**
(hereinafter referred to as the "LENDER" & "CO-LENDER", which expression shall unless
repugnant to the context or meaning thereof be deemed to include its assigns, nominees and
successors in interest) and accepted by the Borrower(s) and the Loan agreement executed/to
be executed between the Borrower(s), **JANASHA AND CO-LENDER**.
2. That the Facility has been/is to be secured by way of mortgage created or to be created on the
property bearing No. _____
(Hereinafter referred to as the "**Property**") owned by the Mortgagor.
3. The Mortgagor say that I/We am/are absolutely seized and possessed of or otherwise well
and entitled to the Property.
4. The Mortgagor has disclosed all facts relating to the Property to **JANASHA AND CO-LENDER**
and made available to it all documents of title and other deeds and writings in possession and
power of the Mortgagor as more particularly provided below:
5. The Mortgagor state that the following title document is/are not available and hence cannot
be submitted to **JANASHA AND CO-LENDER** (hereinafter referred to as "**Missing**

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

Documents”) (To be added as Missing Documents Annexure)

6. The Mortgagor state and declare that I/we have acquired the Property with my/our self-acquired funds **OR** as ancestral inheritance / partition of family property (*as applicable*); and I am the only sole and absolute owners thereof and no other person has any share, right, title or interest of any kind or nature whatsoever in the Property.
7. The Mortgagor further state and declare that I have not deposited the Missing Documents with any other LENDER/creditor for the purpose of creation of mortgage/charge to secure any loan taken by me/us or any other person and the Property is free from all encumbrances, claims, and demands of any authority/company/firm/individual and the same is not subject to any charge, liens, attachment, lis- pendens or any other processes issued by any court or authority and I/We have not created any lien, gift or trust in respect thereof and no suit, writ, action or other proceeding is pending against me/us in respect of the Property and that no notice for acquisition or requisition is issued in respect of the said Property.
8. The Mortgagor further declare that the Property is not encumbered in any manner whatsoever and I/We have an absolute, clear and marketable title thereto.
9. The Mortgagor do hereby indemnify and agree to keep indemnified and JANASHA against all types of losses and actions suffered by and / or brought against **JANASHA AND CO-LENDER** on account of **JANASHA AND CO-LENDER** having proceeded to grant the Facility to the Borrower(s) based upon our statement in this document.
10. The Mortgagor hereby declare and undertake, jointly and severally, to indemnify and keep **JANASHA AND CO-LENDER** fully indemnified, saved and harmless of, from or against any loss, damage or risk that might arise to **JANASHA AND CO-LENDER** on account of the absence of the Missing Documents and undertake to submit the Missing Documents to **JANASHA AND CO-LENDER** at once if all or any of them are found, made available or come into my/our possession or otherwise as may be instructed by **JANASHA AND CO-LENDER**. Notwithstanding anything contained herein, **JANASHA AND CO-LENDER** reserves the right to take such action against the Mortgagor as may be available to **JANASHA AND CO-LENDER** under any applicable law.
11. The Mortgagor make the aforesaid declarations and statements and give the aforesaid undertaking solemnly and sincerely believing the same to be true and knowing fully well that on the faith and strength thereof, **JANASHA AND CO-LENDER** has agreed to give the said Facility to the Borrower(s).

Mortgagor(s) Signatures Name:

Attestation by Notary Public:

The foregoing instrument was executed before me on this day of 20 by

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

MISSING DOCUMENTS ANNEXURE

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

Date:

To,

The Manager,

CO-LENDER

The Manager,

Janasha Finance Private Limited,

305, Third Floor, World Trade Tower,

Sector 16 Noida, Uttar Pradesh 201301

LENDER

SUB: LEGAL HEIR DECLARATION

Dear Sir/Madam,

I. _____, rightful owner of the property situated at

, which is self-occupied, do hereby state and declare that belowmentioned are the Legal heirs of the said property:

1. _____

2. _____

3. _____

4. _____

5. _____

Note: KYCs of the Legal Heir have been submitted to the LENDER.

**Thanking You,
Your's Faithfully,**

Mortgagor Name & Signature:

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

NO OBJECTION CERTIFICATE FROM OTHER LEGAL HEIR(S) FOR MORTGAGE

I _____ son/daughter/spouse of _____ aged _____, an Indian Inhabitant/NRI presently residing at:

do hereby solemnly affirm and declare as under:

1. That I am the legal heir of _____ being son/daughter/spouse/nominee of his/her.
2. There is total _____ legal heirs of Mr. /Mrs. _____ stated in the below mentioned Schedule:
3. I know and understand that Mr./Mrs/Miss _____ owns a property as mentioned in the Schedule II which is being provided as mortgage to the LENDER as specified in the Schedule.
4. I do not desire to make any claim of title of the said property held by Mr. /Mrs. _____ I hereby agree to renounce all my rightsexisting as well as they may accrue to me in future in respect of the aforesaid property till the time property is mortgaged with the LENDER as specified in the Schedule.
5. I declare that I have no objection whatsoever in providing the property as mentioned in Schedule II as mortgage to the LENDER specified in the Schedule.

I am executing this declaration to be submitted to the concerned authorities of the LENDER as specified in the Schedule.

I hereby state that whatever is stated herein above are true to the best of my knowledge

Solemnly affirmed at New Delhi on this _____ Day of _____ 20__

Signature of Legal Heir

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

IDFC
IDFC BANK

NACH DEBIT MANDATE FORM

Tick (✓) UMRN Date

CREATE
 MODIFY
 CANCEL

Sponsor Bank Code: **IDFB0000001** Utility Code: **NACH00000000022823**

I/We hereby authorize **Janasha Finance Private Limited** to debit Tick (✓) SB CA CC SB-NRE SB-NRO Other

Bank a/c number

with Bank IFSC or MICR

an amount of Rupees

FREQUENCY Monthly Qtly H.Yrly Yrly As & when presented DEBIT TYPE Fixed Amount Maximum Amount

Reference 1 Phone No.

Reference 2 Email ID

I have understood that the bank, where I have authorized the debit, may levy onetime mandate processing charges as mentioned in their latest schedule of charges published by the bank.

PERIOD

From

To

OR Until Cancelled 1 2 3

This is to confirm that the declaration has been carefully read, understood and made by me/us.
 I am authorizing the User entity/Corporate to debit my account.
 I have understood that I am authorized to cancel/amend this mandate by appropriately communicating the cancellation/amendment request to the User entity/Corporate or the bank where I have authorized the debit.

CB-Web-1/1/10-3/16/2000

IDFC
IDFC BANK

NACH DEBIT MANDATE FORM

Tick (✓) UMRN Date

CREATE
 MODIFY
 CANCEL

Sponsor Bank Code: **IDFB0000001** Utility Code: **NACH00000000022823**

I/We hereby authorize **Janasha Finance Private Limited** to debit Tick (✓) SB CA CC SB-NRE SB-NRO Other

Bank a/c number

with Bank IFSC or MICR

an amount of Rupees

FREQUENCY Monthly Qtly H.Yrly Yrly As & when presented DEBIT TYPE Fixed Amount Maximum Amount

Reference 1 Phone No.

Reference 2 Email ID

I have understood that the bank, where I have authorized the debit, may levy onetime mandate processing charges as mentioned in their latest schedule of charges published by the bank.

PERIOD

From

To

OR Until Cancelled 1 2 3

This is to confirm that the declaration has been carefully read, understood and made by me/us.
 I am authorizing the User entity/Corporate to debit my account.
 I have understood that I am authorized to cancel/amend this mandate by appropriately communicating the cancellation/amendment request to the User entity/Corporate or the bank where I have authorized the debit.

CB-Web-1/1/10-3/16/2000

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

UNDERTAKING CUM INDEMNITY

Date:

To,

Janasha Finance Private Limited
305, Third Floor, World Trade Tower,
Sector 16 Noida, Uttar Pradesh 201301
LENDER

And
CO-LENDER

This is to confirm that Mr./Mrs/Ms._____S/o.
/D/o._____was the owner of the property situated at

and the above property is not the part of any litigation at anywhere in any manner.

I, hereby also undertake that the aforementioned property is out of acquisition and the same is not part of Government/public property.

And I would be responsible in case any of the documents/facts provided is incorrect.

Thanks,

Property Owner Name:

Signature

Date:

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

To,

KOTAK MAHINDRA LIFE INSURANCE COMPANY LIMITED

SUBJECT: CANCELLATION OF KOTAK POLICY NO.

Dear Concern,

With reference to the above-mentioned Policy Number, I, Mr/Ms/Mrs. _____
_have decided to terminate my insurance coverage and request you to cancel my Insurance Policy with immediate effect and refund the unused premium in favour of Janasha Finance Private Limited (Mortgagee Company) from whom I have taken Loan against Property.

Thank You for your assistance in this regard.

Sincerely,

Policy Holder Name:

Signature:

Address:

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

Date:

To,

JANASHA FINANCE PRIVATE LIMITED
305, Third Floor, World Trade Tower,
Sector 16 Noida, Uttar Pradesh 201301

LENDER

SUBJECT: USE OF UNUSED INSURANCE PREMIUM AGAINST EMI FOR THE MONTH OF

Dear Concern,

With reference to the Policy No. _____ I, Mr/Mrs/Ms. _____
undertake that if I am unable to pay my monthly EMI for any reason whatsoever, for a continuous period of
90 days, unused insurance proceeds refunded in your bank account may be used to cover my EMIs
overdue. No further intimation/consent is required to take action on the same.

This is to undertake that the content of this undertaking has been explained to me by my Family Members.

Sincerely, Customer's Name:

Signature: _____ Address:

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

**INDEMNITY
(PROPERTY IDENTIFIED VIDE KHASRA NUMBER)**

THIS INDEMNITY is executed at, on this day of, 20.....

BY

Mr.....,

.....,

.....,

.....,

(Referred as “the Borrowers”)

Hereinafter called the Obligor of the First Part,

IN FAVOUR OF

JANASHA FINANCE PVT LTD,
305, Third Floor, World Trade Tower,
Sector 16 Noida, Uttar Pradesh 201301

LENDER

(referred as “LENDER”) Hereinafter the Obligee of the Second Part.

Ref : Loan Details (referred as the “Said Loan Facility”)

Loan Account Number	
Loan Amount	
Property Address	

WHEREAS:

Obligor of the First Part/ the borrowers has/have been sanctioned the said loan facility of by the Obligee of the Second Part / JANASHA FINANCE PVT LTD. The said loan and/or any outstanding there

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

under has been secured by the Borrower, inter-alia, by creation of charge/mortgage vide the following property:

House No. :
Size (Length X Breadth) :
Measurement :
Name of Area/ Colony :

Situated at

Khasra Nos. :
Village ,
Hadbast No ,
falls within Municipal Limits of..... ,

Tehsil..... ,
District :

Boundaries
North :
East :
West :
South :

(Hereinafter referred to as the SAID PROPERTY)

Whereas the Obligor of the First Part has represented to JANASHA FINANCE PVT LTD that theaforesaid property has the following utility / facilities in the name of the Borrowers which has been installed in the said property: Name on Water/Electricity/Telephone :
Number / Details on Water/Electricity/Telephone :

Relationship (In case name is different from Borrowers) :

Whereas the Obligor of the First Part has represented to JANASHA FINANCE PVT LTD that he/they

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

has/have purchased
the above said property vide Sale Deed bearing number dated
and since then they are in peaceful possession of the same.

Whereas since the property is identified with its Khasra Numbers, the obligor provides the following documents and the correct route plan, for identification of the property.

1. Two Photographs:

- Photograph (5"X7"): Full face of House with seller and buyer standing in front of the house. (in purchase case)
- Photograph (5"X7"): Buyer standing along with the main gate and number plate is visible and readable.

2. Route Plan:

Route Plan has been prepared from a registered Architect. The Route Plan bears all the details and land marks which are necessary and important for identification of the Said Property:

Whereas the Obligor of the First Part/ borrowers do hereby confirm that the property shown in the above documents and that of the Sale Deed with reference to the Khasra number are the same property.

Whereas the Obligor of the First Part has further assured and represented that title of the Property is clear, marketable and free from all kind of encumbrances. There is no litigation and/or claim of any concerned and/or interested/third party.

NOW, THIS UNDERTAKING-CUM-INDEMNITY WITNESSETH as under:

1. The Obligor of the First Part hereby undertakes to indemnify and keep indemnified against any monetary loss, harm or injury which may be suffered or caused to be suffered to Obligee of the Second Part/ JANASHA FINANCE PVT LTD on account of failure to identify the Said Property on the basis of given address and/or route plan submitted by him/them.
2. The Obligor of the First Part further undertakes to make good/ correct the Document by all possible means and documentation with the help of the sellers as well as compensate/ indemnify Obligee of the Second Part in case if any adverse claim or action is taken by any person whomsoever.

IN WITNESS WHEREOF the Obligor of the First Part has signed this document on the day, the month and the year first written above in the presence of the following witnesses:

WITNESSES:

- 1.
- 2.

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

BORROWER CONSENT
(OTC/PDD SUBMISSION)

Date: -

Place: -

To
The Branch Manager,
Janasha Finance Private Ltd.
Lender
And
Co-Lender

Ref: - Loan Against Property Loan Account Number_____

Dear Sir/Madam,

This is with reference to Home / Affordable Housing Loan/Loan Against Property of INR_____("Facility") sanctioned by **Janasha Finance Private Limited and Co-Lender** on the terms and conditions stipulated in the (Facility Agreement).

I / We agree and understand that the Interest on the Facility shall begin to accrue from the date of drawing of the cheque/demand draft without the Bank concerning itself with the receipt of such amount and also with the realization of the cheque/ demand draft or the time taken for such realization and the PEMI/EMI will commence from (insert the date of the cheque/DD)_____.

I/We Further agree and understand that:

1. The disbursement cheque will be handed over to me/us post submission of the documents as listed in the Schedule and we hereby assure and would be personally responsible to handover these documents and do the necessary compliances within_____day(s) from the date of receipt/signing of this letter.
2. Any breach or default in complying with the submission of the documents as listed in the Schedule within the time as listed in above will constitute an event of default under the term of the Facility Agreement and **Janasha Finance Private Limited and Co-Lender** shall be authorized to recall / cancel the Facility.

Thank You.

Name and signature of all the Borrower(s) & Co-Borrower(s)

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

SCHEDULE

(LIST OF DOCUMENTS FOR LAN _____)

S.No.	Name of Document	Date of Document (As applicable)	Registration Number (as applicable)

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

Janasha Finance Private Limited
(Lender)
And
Co-Lender

Re: Loan Takeover from _____

Dear Sirs,

You have sanctioned a loan to me/us for an amount of Rs. _____
(Rupees _____ only) under the terms and conditions of the
sanction letter dated _____ (“Sanction **Letter**”) (collectively referred to as “**Loan Agreement**”) in respect of property situated at:

(Hereinafter referred to as the said “Property”). The said loan is being availed for _____.

I/We, the undersigned hereby agree and undertake that;

- a. I/We shall promptly have the title documents pertaining to the said Property collected from the _____ and shall deposit the same with Janasha Finance Private Limited.
- b. I/We shall deposit the said documents of title lodged with _____ within _____ days from the date of first disbursement of the loan amount by you and shall execute and sign all such document/documents that may be required to be executed by you in the form and manner as suggested by you for creation of the necessary security in your favour.

Any breach of our undertaking shall be deemed to be a breach of the conditions and covenants on which the aforesaid loan has been granted to me/us and you shall be at liberty to treat the same as a default under the Loan Agreement executed by and between me/us and you, and you shall be entitled to take such action against me/us as you may think fit.

Yours faithfully,

(Name & Address of the Applicant)

(Name & Address of the Co-Applicant 1)

(Name & Address of the Co-Applicant 2)

(Name & Address of the Co-Applicant 3)

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

[To be stamped as per Stamp Duty Rates prevailing in each State]

UNDERTAKING

This Undertaking (the “**Undertaking**”) is signed and executed at the place and the date mentioned in the **Schedule I** hereto.

By

“**Borrower**” means one or more individual(s), a sole proprietary firm or Hindu undivided Family, a partnership firm or a limited company or limited liability partnership, trust, society etc. Whose name(s) and address(s) is/are stated in the **Schedule I** executing this Undertaking (herein after referred to as the “**Borrower**” which expression unless repugnant to the context shall include his/their heirs, executors, administrators, representatives, successors and permitted assigns).

IN FAVOUR OF

CO-LENDER, company incorporated under the provisions of the Companies Act, 1956/2013 and having its registered office at _____ and its branch office at the address set out under the Schedule I hereto (hereinafter referred to as “**CO-LENDER**”, which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

AND

Janasha Finance Private Limited, company incorporated under the provisions of the Companies Act, 2013 and having its registered office at 1004, 10th Floor, Arunachal Building, Barakhamba Road, Connaught Place, New Delhi – 110001 and its branch office at the address set out under the Schedule I hereto (hereinafter referred to as “**JANASHA/LENDER**”, which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

The Borrower and the LENDER and CO-LENDER are hereinafter collectively referred to as the “Parties” and each individually as “Party”

WHEREAS:

- A. The Borrower herein is the owner of a residential/commercial/plot/unit/flat bearing the details whereof are mentioned under the Schedule II (hereinafter referred to as “**Property**”).
- B. At the request of the Borrower, LENDER and/or CO-LENDER has granted/agreed to grant to the Borrower credit facilities for an amount mentioned in the Schedule I and the Borrower has agreed to repay the monies that may become due to JANASHA from time to time under or in respect of the said credit facilities in terms of the sanction letter dated _____ (“**Sanction Letter**”), Loan Agreement together with most important terms and conditions and General terms and conditions and executed/to be executed by and between the Borrower and JANASHA in respect thereof (hereinafter collectively referred to as the “**Loan Documents**”).
- C. The Borrower has agreed to secure repayment thereof to LENDER AND CO-LENDER by creation of mortgage by way of deposit of original title deeds in relation to the Property with JANASHA to secure the loan disbursed in terms of the Loan Documents.
- D. This Undertaking shall form an integral part of the Loan Documents and shall be construed as one

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

of the several documents forming part of the loan transaction disbursed in terms of the Loan Documents.

I/ We declare that this Undertaking is in reference to the Sanction Letter and do hereby undertake, agree, declare and confirm the details mentioned herein below:

1. That the Property had been mortgaged previously for the purpose of obtaining financial facility by way of creation of mortgage in favour of bank/ financial institution, the details whereof are mentioned in the **Schedule I** ("hereinafter referred to as the **"Existing Lender"**) and the financial facility is still outstanding.
2. That the Borrower confirms, that he/they will foreclose the said financial facilities obtained from the Existing Lender out of the part disbursement of the financial facilities obtained/to be obtained by the Borrower from JANASHA and CO-LENDER herein as per terms of the Loan Documents.
3. That the Borrower undertakes, that he/they shall ensure to create mortgage on the Property and shall further perfect the said mortgage by depositing the original title deeds of the Property (more particularly set out under **Schedule II** to this Undertaking) with CO-LENDER And JANASHA within _____ days from the date of first/part disbursement of the loan amount by CO-LENDER And JANASHA in the loan account number mentioned in the Schedule I hereto ("**Loan Account**") maintained with the Existing Lender.
4. That the Borrower declares that the description of the original title documents in respect of the Property to be obtained from the Existing Lender has been set out correctly under **Schedule II** and that they are not torn, mutilated or damaged in any manner. Further, the said original title documents are all original (as per the description in the Schedule II) and none of them are fake/counterfeit or certified copies of the original title documents. Further, the Borrower declares that none of the original title documents (set out under Schedule II) are laminated, appropriate waivers/approvals required in case stated otherwise.
5. That the Borrower herein confirms that he/they have executed an irrevocable Power of Attorney and requisite authority letter in favour of JANASHA, authorizing its officers, agents, servants, authorized persons, conferring various powers to hand over the part disbursement cheque/draft to the Existing Lender in relation to the Loan Account for foreclosure of the loan of the Borrower earlier availed by him/them from the Existing Lender and also to collect original title deeds earlier deposited with the Existing Lender for securing the financial facilities disbursed by the Existing Lender in favour of the Borrower.
6. That the Borrower, further undertakes and confirms that he/they will physically be present at the time of handing over the part disbursement cheque/draft to Existing Lender which is to be deposited in relation to the Loan Account to release and obtain the custody of the original title deeds, deposited with Existing Lender for securing the financial facilities availed by the Borrower.
7. That the Borrower hereby agrees to deposit all original title deeds and documents of the Property to create mortgage in favour of JANASHA to secure the Loan as per terms of the Loan Documents and other related documents executed between the Borrower and CO-LENDER And JANASHA under Co-lending arrangement, IF ANY.
8. That the Borrower covenants that he/they shall not take the custody of the original title documents pertaining to the Property from the Existing Lender (directly or indirectly) without the written express consent of JANASHA AND CO-LENDER and in case the said original title documents come to the custody of the Borrower, he/they shall forthwith deposit the same with JANASHA as security for the Loan availed by the Borrower from JANASHA and CO-LENDER.

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

9. That the Borrower undertakes to make, do and perform all the acts, deeds and things that are required for the purpose of obtaining the said original title documents from the Existing Lender in favour of JANASHA and CO-LENDER.
10. That the Borrower agrees to indemnify JANASHA and CO-LENDER against any loss, damage or any third-party claim which JANASHA and CO-LENDER may suffer on account of any discrepancy which shall be found after obtaining the original title deeds from the Existing Lender and/or in case he/they fail to deposit the original title documents with JANASHA as provided herein and/or in case there is a breach of any of the conditions, undertaking and covenants under this Undertaking or any declaration made herein turns out to be false or incorrect.
11. That the Borrower further agree to indemnify JANASHA and CO-LENDER and keep JANASHA and CO-LENDER harmless and indemnified at all times from any losses, damages, action costs, charges or expenses which JANASHA and CO-LENDER may incur or sustain:
 - i. By virtue of the non-creation of security for the Loan availed by the Borrower as a result of or in consequence of JANASHA and CO-LENDER having taken over the loan from the Existing Lender;
 - ii. Any losses, damages or any action claims that JANASHA and CO-LENDER may have to incur or may sustain by virtue of the Borrower's non-paying the principal along with interest, costs, charges and expenses due thereon;
 - iii. By virtue of any default in payment of the non-execution of the documents or non-payment of the agreed instalments.
12. That the Borrower shall furnish, forthwith upon demand of JANASHA and CO-LENDER, such security or additional security, to secure obligations of the Borrowers for the purpose of the aforesaid indemnity, as may be required by JANASHA and CO-LENDER, so as to fully secure JANASHA and CO-LENDER's interest hereunder and to execute, deliver and register such security documents in form and substance satisfactory to JANASHA and CO-LENDER and the decision of JANASHA and CO-LENDER as to the nature and value of such security and as to the form of such security documents shall be final conclusive and binding on the Borrower.
13. That in pursuance of the said Undertaking and in consideration of the above understanding and representations of the Borrower, JANASHA and CO-LENDER having made available/agreed to disburse the credit facilities as mentioned in the Loan Documents.
14. That the Borrower further agrees, to execute necessary documents/papers in favour of JANASHA and CO-LENDER whenever called upon to do so, to create mortgage on the Property in favour of JANASHA and CO-LENDER to secure Outstanding Amount in terms of the Loan Documents.
15. That the Borrower hereby covenants that the Property is unencumbered and is marketable, subject to the charge earlier created in favour of the Existing Lender to secure loan disbursed by the Existing Lender in favour of the Borrower.
16. That the Borrower agrees to make out a clear and marketable title to the said Property subjected to the satisfaction of JANASHA and CO-LENDER.
17. That the Borrower states that there is no insolvency/winding up petition pending against him/them in any court.

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

18. That the Borrower further covenants that the Borrower shall keep the Property in good condition and tenantable, repair when necessary and shall pay all the rates, taxes, rents and other dues that may become due in respect of the Property as well as other taxes and dues payable by the Borrower such as income tax, wealth tax, sales tax, wages, E.S.I.S. dues, provident fund etc. to the Municipal Corporation, Municipality, the Government of any other concerned authority and keep the Property free from any charge or attachment for recovery of any such amounts.
19. That the Borrower agrees that the Security by way of mortgage agreed to be created shall be in addition to any other securities JANASHA and CO-LENDER may take/ask from the Borrower and JANASHA and CO-LENDER shall be entitled to enforce any or all of such Securities at its discretion for recovery of the outstanding amount that may be due in respect of the financial facilities as disbursed by JANASHA and CO-LENDER.
20. That the Borrower covenants that he/they shall not create any third-party interest or mortgage or charge on the Property in favour of any other person without prior written permission of JANASHA and CO-LENDER as long as any Outstanding Amount is due in terms of the Loan Documents executed between the Borrower and JANASHA and CO-LENDER.
21. That the Borrower hereby expressly gives consent to JANASHA and CO-LENDER to disclose any information, at any point of time, relating to conduct and operations of the account to the Reserve Bank of India and/or any other agency/authority such as TransUnion Credit Information Bureau (India) Limited appointed/designated by Reserve Bank of India/any other credit bureau or agency. JANASHA and CO-LENDER, without any further notice or intimation, can disclose and supply any information to the Reserve Bank of India and/or any agency/authority appointed by Reserve Bank of India.
22. That the Borrower further agrees that Reserve Bank of India and/or any other authority/credit bureau to whom such information has been provided can compile such data and/or information and can convey/supply such data and/or information and/or results thereof to Government, Reserve Bank of India, National Housing Bank, other Banks, and/or financial institutions for any reasons whatsoever, for credit discipline in banking industry in India. The Borrower expressly waives its/their right and discharge JANASHA and CO-LENDER and/or Reserve Bank of India and/or National Housing Bank and/or any other authority appointed by Reserve Bank of India from any liability for disclosure and/or use of such information on account of breach of any secrecy clause.
23. That the Borrower shall not be entitled to transfer or assign any of its rights or obligations herein without the written consent of JANASHA and CO-LENDER. JANASHA and CO-LENDER may however transfer or assign its rights and obligations hereunder or create in favour of any company, bank, institution or body without any notice or consent of the Borrower.
24. That the Parties irrevocably agree that the courts in New Delhi (or any other competent court having jurisdiction at the discretion of JANASHA and CO-LENDER) shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Undertaking and that accordingly any such action or proceeding arising out of or in connection with this Undertaking may be instituted in such courts only or any other competent court at the discretion of JANASHA and CO-LENDER having jurisdiction.
25. That any and all disputes, claims, difference arising out of or in connection with this Undertaking and the Schedule or the performance of this Undertaking shall be settled by arbitration to be referred to a sole arbitrator to be appointed by JANASHA and CO-LENDER and the award there

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

upon shall be binding upon the Parties to this Undertaking. The place of arbitration shall be in New Delhi or any other competent place at the discretion of JANASHA and CO-LENDER having jurisdiction. The proceeding of arbitration tribunal shall be conducted in English language. Each party has to bear cost of representing its case before the arbitrator. Costs and charges of arbitrator to be shared equally unless/otherwise provided for in the award.

26. The capitalized terms defined here shall have the meaning ascribed to them under this Undertaking. The capitalized terms used here but not expressly defined shall have the meaning ascribed to them under the Loan Agreement.

IN WITNESS WHEREOF, the Borrower has subscribed their hands on of the day, month and year first hereinafter mentioned.

Signed and delivered by Mr. _____ son of _____ resident of _____ in its Individual Capacity / as Karta of HUF / as Sole Proprietor / as Authorized Signatory / Partner of _____ authorized by Resolution / Authority Letter / Resolution dated _____, having registered office / office at _____.

For Limited Company

For and Behalf of M/s _____

Signature:

Name:

Designation/ Title:

Common Seal:

Common Seal of _____ Limited is affixed in accordance with the resolution passed in a duly convened meeting of its Board of Directors held on _____ and in presence of its Officials as below who have signed as witnesses

Date:

Place:

Witness:

1. **Name:**
Address:
S/o:
Signature:

2. **Name:**
Address:
S/o:
Signature:

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.

Date:

To,

JANASHA FINANCE PRIVATE LIMITED
305, Third Floor, World Trade Tower,
Sector 16 Noida, Uttar Pradesh 201301
LENDER

SUBJECT: NO REFUND OF INSURANCE AMOUNT IN CASE OF WAIVER OF ANY CHARGES

Dear Concern,

With reference to the Policy No. _____ I, Mr/Mrs/Ms. _____
undertake **that I am fully aware that there shall be no refund of insurance amount in case the Company, Janasha Finance Private Limited, waives off any charges including but not limited to bounce, penal, foreclosure charges and the same shall be adjusted against the waived off charges.**

No further intimation/consent is required to take action on the same.

This is to undertake that the content of this undertaking has been explained to me by my Family Members.

Sincerely, Customer's Name:

Signature: _____ Address:

Applicant	Co-applicant-1	Co-applicant -2	Co-applicant -3
-----------	----------------	-----------------	-----------------

To Be Notarised.