ANNEXURE to the Loan Agreement pertaining to Loan Account No._____

Declaration-and-Undertaking of the Borrower

This Declaration-and-Undertaking forms an integral part of the Loan Agreement of the Borrower and shall be read and construed as additional representations of the Borrower under the Loan Agreement for specific purposes related to refinance of loans by HDFC from other banks/financial institutions.

In furtherance to my/our request for a loan ("**Loan**") availed/to be availed from HDFC Bank ("HDFC"), in terms of Loan Agreement corresponding to the captioned Loan Account Number, I/we hereby declare, state and undertake as under:

(1) I/We request HDFC to disburse my loan directly to _____ ("**Bank/Financial Institution"**), which is my current Lender.

(2) My/our documents of title, evidences, deeds and writings, pertaining to the property, and more particularly detailed in the Schedule to this document ("**Title Documents**"), are in the custody of the above mentioned Bank/Financial Institution, and I/we hereby state and declare that those are the only documents of title to/interest in the property.

(3) I/We further undertake that it shall, solely, be my/our responsibility to transfer the said Title Documents from the Bank/Financial Institution directly to HDFC within 10 days from the date of disbursement of my loan by HDFC. At no point in time shall I/we, or any other party related to this transaction, be entitled to have any claims on HDFC for non-delivery of the above mentioned title documents.

(4) I/We further undertake that, the Title Documents shall be received by me/us on behalf of HDFC from the Bank/Financial Institution and, during the period of transit, be held in trust by me/us for the benefit of HDFC with respect to the security interest created in favor of HDFC, owing to and arising out of the disbursement of loan by HDFC, simultaneous to the disbursement of such loan.

(5) I/We further agree and undertake that, in the event of non-submission of Title Documents by me/us to HDFC within the stipulated time-period quoted above, HDFC shall, apart from any other recourse that it may have under the Loan Agreement, be entitled to forthwith recall my/our entire loan outstanding and enforce any other security interest that it may have under any loan/agreement, and I/we shall be jointly and severally liable to repay the entire principal outstanding, along with applicable interest and charges thereon, immediately on such demand being made by HDFC.

(6) In the event any false or misleading information has been provided by us or any breach / default / contravention / non-observance/ non-performance of the terms of this Declaration-and-Undertaking is observed, in addition to any rights that HDFC may have against me/us, I/we hereby further undertake, jointly and severally, to make good such loss/losses to HDFC, including its employees and directors, arising out of any actions, suits, proceedings related to matters contained herein and all costs, charges, expenses, losses or damages which may be incurred or suffered by HDFC by reason of any misrepresentation, provision of false or misleading information or any breach / default / contravention / non-observance/ non-performance of any terms, conditions contained in this Declaration-cum-Undertaking provided by me/us.

(7) I/We request HDFC to disburse my/our loan on the faith of the representations provided herein, in addition to the representations contained in my/our Loan Agreement.

Yours Faithfully,

____

Borrower/Co Borrower Date:

SCHEDULE

to the Annexure (Refinance Transactions) to the Loan Agreement pertaining to Loan Account Number _____

List of Title Documents which are in the custody of the Bank/Financial Institution and shall be collected by the Borrower solely for the purpose of onward submission to HDFC:

1.
2.
3.
4.