

To be franked / stamped as per Stamps Act for Third Party OD

Application Date :

D	D	/	M	M	/	Y	Y	Y	Y
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The Manager
HDFC Bank
_____ Branch

Dear Sir

Re: Application for Super Saver / overdraft facility in NRO / Resident account number _____

I wish to avail of Super Saver /overdraft Facility against the below mentioned deposit (s)

Term Deposit Account Number(s) ____ (mentioned on last page) _____
(NRE/NRO/FCNR deposit)

Amount of deposit _____ Tenure _____ Deposit Rate of interest _____

Rate of interest on the overdraft _____ (Interest rate on FD + Spread + Swap cost*)

* swap cost applicable if OD is availed against FCNR deposit.

• Margin on Term deposit _____

OD amount INR _____

Declaration for Overdraft Utilization I declare that the overdraft / loan sanctioned against my NRI deposit above is for the purpose of meeting my personal / business expenditure

I further declare that the overdraft / loan amount will not be utilized for - relending, Investment in Real Estate Business, Agriculture and plantation activities

Declaration regarding premature withdrawal of deposits

This is with reference to the Overdraft against NRE/FCNR deposits availed against my/our deposit(s) as given below:

Deposit Nos. ____ (mentioned on last page) _____

As per RBI circular A.P. (DIR Series) Circular No. 44 dated October 12, 2012 premature withdrawal of NRE/FCNR deposits shall not be available where loans against such deposits are to be availed of.

I/We hereby agree to abide by the above regulation. I/We hereby declare that I/We will not seek premature withdrawal of the said Deposit(s) till the Overdraft facility is repaid by me/us.

I also understand that sweep in facility will be removed from the fixed deposit/ deposits, on which overdraft is taken.

The above is without prejudice to the bank's right to prematurely close the Deposit(s) in case of default in payment of principal or interest or failure to adhere to any of the other terms and conditions as per your Overdraft application.

Memorandum relating to charge over fixed Deposits

This memorandum is made on the date, place, mentioned below, by and between Among: HDFC Bank Limited, a banking Company incorporated under the provisions of the Company Act, 1956 (hereinafter designated as the Bank which expression shall unless be repugnant to the context or meaning thereof, mean and include its successors and assigns) of the First Part, And the Borrowers of the Bank, details whereof mentioned at the end hereof (hereinafter designated as the Borrower which expression shall unless be repugnant to the context or meaning thereof mean and include it, each of them (in case of more than one), its and each of their (in case of more than one heirs, successors, representatives and permitted assigns) of the Second Part; And the Third Party Depositors, Details whereof are mentioned at the end hereof, (hereinafter designated as the Third Party Depositor which expression shall unless be repugnant to the context or meaning thereof mean and include it,

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Borrower(s) Signature

each of them (in case of more than one), its and each of their (in case of more than one) heirs, successors, representatives and permitted assigns) of the Third Part WHEREAS, at the request of the Borrowers and Third Party Depositor (wherever applicable) the Bank has agreed to grant to the Borrower an overdraft (the 'Overdraft Facility').

AND WHEREAS, the Bank at the request of the Borrower of the Borrower and/or the Third Party Depositor agreed to grant the Overdraft Facility to the Borrower to be secured by way of charge of fixed deposits, now or anytime in future, standing in the name of the Borrower and/or the Third Party Depositor, singly or jointly, (hereinafter called as Fixed Deposits) and inter-alia on the terms and conditions contained herein below.

Now in consideration of the foregoing and the mutual covenants and memorandum signed herein, the Bank has agreed to provide the Overdraft facility to the Borrower as under.

1. Overdraft Limit:

(a) The Bank shall grant an Overdraft Facility by way of an overdraft limit (the Overdraft Limit) in the account (the "Account") of the Borrower maintained/to be maintained with the Bank. The Overdraft Limit shall in no event exceed prescribed percent of the principal amount of the Fixed Deposits for NRE, NRO & FCNR deposit or such Lower percentage (the Drawing Power) as may be decided by the Bank from time to time; (b) The parties recognize that the Overdraft Limit may increase or decrease depending upon the principal amount of Fixed Deposits charge to the Bank or due to any change in the Drawing Power requirements to the Bank or due to any other reason(s) as may be determined by the Bank at its sole discretion. I declare that the overdraft / loan amount will not be utilized for Investment in Fixed/Recurring deposit with the bank.

2. FCNR Deposit:

The Bank has agreed to grant an Overdraft to be disbursed by setting limit in the designated bank account (the "Account") of the Borrower/Depositor maintained with the Bank. The Borrower /Depositor maintains/agrees to maintain with the Bank, Deposit(s) for such amount as may be required by the Bank with charge in favour of the Bank as a margin/security to ensure, inter-alia, the due discharge by Borrower/Depositor of his/their obligations in respect of the Overdraft as mentioned hereunder. The Borrower/Depositor agrees and acknowledges that the margin/security may get diminished in value including due to exchange rate fluctuations or the forward contracts availed by the Borrower/Depositor going out of money. The Borrower/Depositor agrees that the bank has the right to change or reduce the Overdraft limit at any time, without prior notice to him/her. The Borrower/Depositor also agrees to regularise the Overdraft account immediately by bringing in extra margin/security in case the Overdraft account is over drawn due to limit reduction by the bank. The Borrower/Depositor authorizes the Bank to liquidate all or part of the Deposits pre-maturely and appropriate the funds towards the dues under the Overdraft without prior notice to or consent of the Borrower/Depositor in case the Borrower defaults in maintaining adequate margin, as computed by the Bank. The value of Deposit(s) considered for this purpose will be the Principal amount of the deposit converted into the currency in which Overdraft is disbursed by the Bank at the prevailing exchange rates on the date of conversion and reduced by such amount by which the forward cover if any is out of money. In case the Borrower defaults in maintaining the margin/security, the Bank shall have the right and the Borrower hereby authorizes the Bank without prior notice to or consent of the Borrower/Depositor to liquidate/terminate all or any part of the Deposits and forward cover at any time before the maturity date thereof (whether the original maturity date or the maturity date upon renewals). The Bank is authorized to effect this pre-mature liquidation of the deposit and adjustment of the Overdraft even if such liquidation/termination involves loss due to exchange rate fluctuation or interest and appropriate, apply and set off towards payment of the dues under the Overdraft.

3. Interest:

a) The Borrower shall pay to the Bank interest at such rate or rates as may be

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Depositor(s) Signature

determined by the Bank, upon the daily debit balances outstanding in the Account, which interest shall be calculated and shall be due and payable by monthly rests and compounded, if not paid when due; (b) If the Account is in excess of the prescribed Overdraft Limit or for any reason the Bank is prevented from liquidating the Fixed Deposits or any part thereof, the Borrower recognizes and agrees that the Bank shall be entitled to charge interest at rates over and above/in addition to the applicable rate of interest by way of overdue interest or such other name as may be given by the Bank and the parties agree that such higher/additional rates shall be in the nature of damages and not penalty. Notwithstanding with anything stated above, the Bank reserves the absolute right to increase and/or decrease the rate of interest and the borrower agrees to be bound by such change.

4. Term:

The Overdraft Facility will be available subject having charged to the Bank Fixed Deposits of such amounts so as to confirm with the Drawing Power as may be prescribed by the Bank. Notwithstanding the foregoing, the Bank at its sole discretion is fully authorized to liquidate the Fixed Deposits without any cause, liability with a prior notice of thirty (30) days at any time, the Bank may so decide and adjust the same towards the outstanding in the Account. In such an event the parties expressly agree that the Bank shall not be responsible for any loss arising due to pre-mature encashment of Fixed Deposits.

In case of temporary overdraft facility is subsisting, bank is authorized to renew without any further act, deed or thing from the borrower any or all of the fixed deposits with interest thereon as per the rates then applicable for such periods as may be decided by the bank, at its absolute discretion.

5. Repayment:

Notwithstanding anything contained herein and specifically in clause 3 above, the amount outstanding against the Overdraft Facility including interest and other charges thereon is payable on demand by the Borrower to the Bank, Without prejudice to the liability of the Borrower to pay the outstanding amount or part thereof standing to debit of the account lying to the Fixed Deposits, Charged to the bank, and accrued interest thereon, with prior notice of 30days of formal demand to / on the borrower, In such an event the parties expressly agree that the bank shall not be responsible for any loss arising sue to premature encashment of fixed deposits The Bank shall have first charge on the Deposit as a continuing security for the due repayment by the Depositor to the Bank under the said facility and all interest, fees, commissions, (at the rates decided by the Bank from time to time) charges, expenses and all other cost whatsoever due or which may become due and payable under the said facility or which the Bank may be entitled to add thereto (hereinafter for brevity sake collectively referred to as "the said dues") In case Overdraft Facility is against non withdrawable Deposit, the Overdraft Limit will be reduced / cancelled to the extend of the Deposit amount on the date of maturity and proceeds of the Deposit (if any)will be paid as per the maturity instruction, post settlement of the Overdraft Limit utilised and debit interest accrued.

6. Security:

(a) As security for the Overdraft Facility, the Borrower and/or the Third Party Depositor as the case may be shall from time to time arrange Fixed Deposits, of requisite amount as may be required by the Bank, to be charged to the Bank. (b) It is further agreed between the parties that the Bank shall be fully entitled to first liquidate the Fixed Deposits and subsequently proceed against the Borrower (c) It is expressly agreed between parties that after adjustment against the amount lying in the Fixed Deposits, the Borrower shall, remain liable to the Bank for balance outstanding, amount if any, in the Account.

The security created here under shall not be determined, affected or prejudice by any chance in the constitution of the Depositor or in any partnership constituting the Depositor or by the death, bankruptcy, insanity, liquidation winding up, insolvency, administration or any other disability or incapacity whatsoever and howsoever arising of, or any circumstance and event whatsoever arising as aforesaid in relation to, the Depositor or any one or more of the persons comprising the Depositor. The Depositor warrants that, save to the extent of the rights hereby conferred on the Bank, The Depositor is the sole, absolute and beneficial owner of the deposit free from any mortgage, pledge, charge (whether fixed or floating), lien or any other form of encumbrance or security interest of any kind whatsoever and howsoever arising (fall of which collectively called as the "Encumbrances") on or over the Deposit.

7. Borrower's Covenants, Undertakings and Declarations:

The Borrower hereby covenants, undertakes and declares to/with the Bank that

(a) This is a continuing memorandum and all rights, powers and remedies here under shall apply to all past, present and future obligations of the Borrower to the Bank, including those arising under successive transactions which shall either continue existing obligations, increase or decrease them, or from time to time create new obligations after any or all prior obligations have been satisfied or not, and notwithstanding death, incapacity, or bankruptcy of the Borrower, or any other proceeding affecting the Borrower and/or the Fixed Deposits; (b) The borrower does hereby agree that any payment instrument/instruction that is drawn/ made by the Borrower on the Bank, which is in excess of the prevailing Drawing Power/Overdraft Limit, then the Bank shall be fully entitled to dishonour/disregard such payment instrument/instruction, with prior notice of 30days or post intimation to the borrower and the Bank shall not be liable or responsible for such dishonour or disregard or any consequences thereof. (c) The Borrower shall reimburse and pay the Bank all costs, charges and expenses, including stamp duty and legal costs and other charges and expenses which may be incurred by the Bank in preparation/enforcement of these presents and with respect to related or incidental documents; and (d) A demand in writing shall be deemed to have been duly given to the Borrower or to its legal heirs, successors and the like by sending the same by post at its address on to the record of the Bank and shall be effective notwithstanding any change of its residence/registered office or death, insolvency or going into liquidation and such demands shall deem to be received by it or its legal heirs as the case may be forty eight (48) hours after the posting thereof.

8. Borrower's OR Borrower and Third Party Depositor's (applicable only in the case of Third Party Depositor) Covenants, Undertakings and Declarations

The Borrower's or the Borrower and Third Party Depositor (wherever applicable as the case maybe) jointly and severally, hereby covenant. Undertake and declare to/with the Bank that: (a) in consideration of the Bank allowing an Overdraft Facility in accordance with Clause 1 above to the Borrower, I/we hereby deposit and charge to the Bank the Fixed Deposits including Interest and renewals thereon/thereof and particulars of which are set out here in the Schedule attached hereto, and /or the schedules that may be attached hereto in future describing the fixed deposits that maybe charged by me/us, as security for the repayment on demand for the total amount now or anytime in future being due to the Bank under the Overdraft Facility in the Account and Interest and all charges and expenses thereon include expenses that maybe incurred in enforcing payment there of otherwise in relation thereto; (b) the charge as created on terms of (5) (a) above shall be without prejudice to the right of the Bank to hold, as security and/or adjust the amount lying in the Fixed Deposits, for any of my/our other in indebtedness to the Bank; (c) save and except the charge herein created, the amount lying in the Fixed Deposits, are my/our sole and absolute property and no person other than the Bank has any line or charge overtime same or any part thereof; (d) I/we shall not further charge, pledge or encumber the Fixed Deposits (neither the principal amount nor the interest thereon) in any manner whatsoever without the prior written consent of the Bank; € the Bank is entitled, at its sole discretion, to increase or decrease the Overdraft Limit and/or the Drawing Power requirement as mentioned in Clause 1 above and such increase or decrease shall not effect my/our liability under these presents; (f) irrespective of the increase or decrease of the Overdraft Limit to the Borrower, due to whatever reasons, my/our liability under these presents shall remain in full force and effect and shall remain unaffected; (h) not withstanding anything contained in the memorandum, the bank shall be entitled to liquidate, with prior notice of 30 days or demand to/on the borrower and/or the third party depositor and/or even if the debt balance in the account is less than the Drawing Power requirement, any or all of the Fixed Deposits which is charged or that may hereafter be charged in favour of the Bank, belonging to all or anyone or more of us i.e. the Borrower and/or the Third Party Depositor irrespective of in whose name the same is/are standing and the date of maturity, at the sole discretion and decision of the Bank and to adjust the same against the amount thereof (including interest thereon) against the amount outstanding under the Overdraft Facility and /or in the Account and hereby agree and undertake to hold the Bank harmless against any loss arising thereof including loss of interest on premature encashment; and (ii) to renew without any further act, deed or thing from me/us any or all of the Fixed Deposits with interest thereon for such period as maybe decided by the Bank, at its absolute discretion.

9. Termination:

(a) Notwithstanding anything contained in this memorandum and in particular in Clause 3 above, the Bank may at any time, at its sole discretion and upon written notice, mailed or delivered to the Borrower terminate the Overdraft Facility herein

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Borrower(s) Signature

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Depositor(s) Signature

granted (b) Expiry of Forty-eight (48) hours from the date of mailing of such notice by the Bank, shall constitute notice of termination, whether the borrower has actually received the notice or not, (c) Upon expiry or forty-eight (48) hours from the date of mailing of such notice all debts, liabilities and other obligations of the Borrower to the Bank. (d) In such an event and without prejudice to the provisions of Clause 6(b), the Bank shall have absolute right to dishonour any cheque(s) received consequent to the expiry of forty-eight (48) hours from the date of mailing of notice mentioned on the foregoing and the Bank shall not be liable for any consequences arising thereof from such a dishonour affecting any third party or the Borrower. The bank shall be entitled to discontinue/terminate the said facility anytime with prior notice of 30 days to the depositor.

10. Bank's rights:

(a) The rights, powers and remedies given to the Bank by this memorandum shall be in addition to all rights, power and remedied given to the Bank by virtue of any other statute, or rule of law. (b) The Bank may exercise a bankers lien or right to set-off with respect to any obligation of the Borrower and/or the Third Party Depositor and shall have a first and absolute lien on all property and/or the securities or the Borrower and/or the Third Party Depositor including but not limited to fixed deposits (including the Fixed Deposits) and amounts thereof, in the Banks possession or custody, whether held for safe-keeping or otherwise, in any form whatsoever, in any of its branches, wherever located (c) Any forbearance or failure or delay by the Bank in exercising any right, power or remedy hereunder shall not preclude the further exercise thereof and every right and remedy of the Bank shall continue on full force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by the Bank.

The Depositor shall not, at any time, be entitled to withdraw the Deposit unless and until the said dues hereunder have been completely and unconditionally repaid, satisfied by the Depositor to the Bank and the Depositor is/are finally discharged in full by the Bank in respect of the same.

11. Miscellaneous:

(a) In all cases where only one Borrower and/or the Third Party Depositor has signed this memorandum all words use herein in the plural shall be deemed to have been used in the singular and vice-versa, where the context and construction so require. (b) When this memorandum is signed by more than one Borrower, all reference to the Borrower shall mean all and each of them and their obligations hereunder shall be joint and several. (c) When this memorandum is signed by more than one Third Party depositor, all reference to the Third Party Depositor shall mean all and each of them and their obligations hereunder shall be joint and several (d) Any notice to given under these presents shall be given in writing and shall be deemed to have been duly given to the party(ies) or its legal representatives, successors and the like by sending the same by post at the address given herein or as a party may specify in writing notify and shall be effective notwithstanding the actual receipt of the same. Any change of residence/registered office. Death. Insolvency or going into liquidation. (e) Any notice given hereunder shall deem to be received after forty-eight (48) hours of the posting thereof. (f) Notwithstanding anything to the contrary contained herein, all notices to be sent here in shall be sent to the Borrower or in case of more than one Borrower than to the first named Borrower and the parties expressly agree that any notice sent as such shall be deemed to be sent to the parties here to including each of the Borrower and the Third Party Depositor (wherever applicable as the case maybe). (g) Any dishonour/ non-observance of a payment instrument such as a cheque or cheques or payment instruction pursuant to clause 6(b) shall be binding on the Borrower absolutely and the Borrower shall keep and hold the Bank fully harmless indemnified against all consequences thereof. (h) Notwithstanding anything contained to the contrary herein above, the Bank shall be received of all its obligations herein, if the Bank prevented from discharge of the same as result of reasons beyond the control of the Bank including but not limited to acts of god, fire, strike, Lockouts, government policy, court orders, statutory prohibition, riots, public disturbance. (i) In case of any dispute the courts of that city shall have the exclusive jurisdiction in which the branch of the Bank which is party or this memorandum is located. The parties hereto have signed this memorandum in acceptance of all terms and conditions stated herein above. Each party has caused this memorandum to be signed as of the day, month and year mentioned below.

This Memorandum shall continue to bind the Depositor notwithstanding any amalgamation or reconstruction of the Bank with any other Bank or Company and the security created here under shall be available and ensure for the benefit of the

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Borrower(s) Signature

successors and assigns of the Bank and shall be binding, where the Depositor is a company on its successors or assigns, where the Depositor is a Partnership firm on the Partners for the time being in the said firm, their respective heirs, executors administrations and assigns where the Depositor being an Individual on his/her heirs, legal representatives, administrators and assigns.

For all purposes, including any legal proceedings, a certificate by any of the Bank Officers as to the Liabilities for the time being due to the Bank by the Depositor shall be conclusive evidence thereof against the Depositor.

In the event that any of the terms or provisions of the Memorandum are or shall become invalid, illegal or enforceable, the remaining terms and provisions here of shall survive unaffected.

This Memorandum and the security created here under and all matters arising out of and relating thereto constructed and governed in all respects by the laws in India and shall be subject to the exclusive jurisdiction of the courts at Mumbai.

12. Consent to disclose name:

The Borrower and/or the Third Party Depositors agrees that in the event of the Borrower committing default in repayment of the Overdraft Facility and/or payment of Interest thereon due dates, the Bank shall have an unqualified right to disclose the name of the Borrower and/or the Third Party depositor and its Directors to the Reserve Bank Of India (RBI). The Borrower and/or the Third Party Depositor hereby gives its consent to the Bank and/or RBI to publish Its/their name and the names of its Directors as defaulters in such manner and through such medium as the Bank/RBI may in their absolute discretion think fit.

13. Consent to disclose name and information:

The Borrower and/or the Third Party Depositor understands that as a pre-condition, relating to grant of the Overdraft Facility, HDFC Bank, requires their consent for the bank of information and data relating to them, of the Overdraft Facility availed of/to be availed by the Borrower, obligations assumed/ to be assumed, by the Borrower and/or Third Party Depositor, in relation thereto and default, if any committed by them, in discharge thereof.

I Accordingly. The Borrower and/or the Third Party Depositors hereby agree and given consent for the disclosure by the HDFC Bank of all or any such. a) Information and data relating to them; b) The information or data relating to the Overdraft Facility and/or any other credit facility availed of/to be availed by them and c) Default, if any , committed by the Borrower and/or the Third Party Depositor. In discharge of their obligation, as the bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd and any other agency authorized in this behalf by RBI. II the Borrower and/or the Third Party Depositor declare that the information and data furnished by them to the bank are true and correct III. The Borrower and/or the Third Party depositor undertakes that a) The Credit Information Bureau (India) Ltd and any other agency so authorized may use, process the said information and data disclosed by the bank in the manner as deemed fit by them and b) The Credit Information Bureau (India) Ltd and any other agency so authorize may furnish for consideration the processed information and data or products thereof prepared by them, to banks/ financial institutions and other credit grantors or registered users as maybe specified by the Reserve Bank in this behalf.

Please note that in case of a HUF, Karta's signature is required under First Borrowers Name.

Signatures

4 Board resolution (for Companies only). (specimen to be submitted on company's letterhead)

Extract of the Resolution of the Board of Directors of M/s _____ passed on _____ Resolved pursuant to the provisions of the Articles of Association of the company Mr/Ms _____ whose signature are verified below, be and is hereby authorized to do the following on behalf of the company.

1. To apply for, obtain and operate credit facility by of overdraft account with HDFC Bank
2. To pledge, charge or otherwise encumber fixed deposits and other securities standing jointly or solely in the name of the company as the security for above overdraft facility.
3. Accept/agree with the terms and conditions as maybe offered by HDFC Bank for the above overdraft facility

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Depositor(s) Signature

4. To sign and execute all necessary documents and papers as maybe required by HDFC Bank to provide this overdraft facility.

5. Forward a certified copy of this resolution to the Bank Certified to be true copy.

DIRECTOR/COMPANY SECRETARY
SIGNATURE OF AUTHORIZED PERSON
DATE

Important

The Director or the Company Secretary cannot authorize himself/herself as the Authorised person to sign the loan documents. Please attach a copy of the Memorandum of Association, Articles of Association and Certificate

5 Partnership letter (for partnership Firm only)

Partnership Firms

NAME: _____

ADDRESS: _____

The under signed carrying on partnership in the name and style of the above partnership firm at the address given above, do hereby declare that the partnership is formed by a Deed of Partnership duly executed on _____, Not with standing anything contrary in the above Partnership Deed, we i.e. all partners of the firm do hereby authorise Mr/Ms _____, Partners of the above Partnership Firm to do the Following act and things, on behalf of the said partnership Firm, mentioned below:

1. To apply for, obtain and operate credit facility by way of overdraft account with HDFC bank.

2. To pledge, charge or otherwise encumber fixed deposit and other securities standing jointly or solely in the name of the partnership firm as the security for the above overdraft facility.

3. Accept/agree with the terms and conditions as may be offered by HDFC Bank for the above overdraft facility.

4. To sign and execute all necessary documents and papers as may be required by HDFC Bank to provide this overdraft facility.

Signatures

All Partners should sign this authority letter. Signatures should match with those on the Partnership Deed. Please attach a copy of the Partnership Deed with the application.

_____ 1st Partner Name _____ 2nd Partner Name

_____ 3rd Partner Name _____ 4th Partner Name

_____ 5th Partner Name Date: _____

Schedule of Fixed Deposits charges to the Bank

I/We do hereby charge the following Fixed Deposits to HDFC Bank Limited Standing in my/our name(s) jointly or singly to secure the Overdraft Facility

Sr. No.	Fixed Deposit Number	Name of Fixed Deposit Holders	Amount of Fixed Deposit		Cancellation of Sweep-in facility (Yes/No)
			Currency	Principle Amount	
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Branch Office Use Only

Employee Signature _____ Employee Code _____

BM Signature _____ BM Code _____

Date _____

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Borrower(s) Signature

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Depositor(s) Signature