



Can Fin Homes Ltd
(Sponsor: CANARA BANK)
HOME LOANS DEPOSITS
Transacting Business with Integrity

CAN FIN HOMES LTD

Doyen Trade House, Hyderabad ,
Hyderabad ,
-500 001 ,
Phone : 040-23233385 ,

Loan Sanction Communication Letter

Nampally Branch -

File Number : 2014000855

Date : 10-02-2014

Name of the borrowers : JAMES KALWALA ,K SWARNA LATHA JAMES

Address : PJ-8PUNJAGUTTA OFFICERS COLONY
PUNJAGUTTA
,HYDERABAD
ANDHRA PRADESH-500004

Dear Sir/Madam,

With reference to your application dated **03-02-2014** we are pleased to inform you that we have in principle, sanctioned the loan for the purpose of **Construction Of House**, property situated at **63,SHAMIRPET,R R DIST,AP,500090** on the following terms & conditions.

Type of loan (Product)	Loan Amount Rs	Rate of Interest (ROI)	Tenure of the Loan-Years	No. of Equated Monthly Installments (EMIs)	EMI Amount
Individual Housing Loan	28,50,000.00	10.95%	15	180	32,304.00

Other LSO Conditions:

Subject to

The original documents will be stored at CDSC at Bangalore.

No retrival is possible during pendency of the loan tenure. The original documents will be returned back only after Ten days from the date of credit of your outstanding liability. Kindly keep sufficient number of photo copies.

The above ROI is floating (Variable Interest Rate) and subject to change from time to time, as notified in our website/ branch Notice Board. Interest will be charged on daily diminishing balance and debited once in a month.

* In case of Rural housing loan, 1% additional rate of interest charged from date of grant to date of receipt of concessional refinance from NHB.

This offer is further subject to the following specific conditions:

1. Legal clearance by our advocate and submission of original documents & E.C. up to the date of mortgage.
2. Execution of loan documentation by borrower.
3. Execution of guarantee by Mr. /Mrs. **P RATNAKAR**
4. Pre-EMI Interest (PEMI) at the contracted rate, as above, shall be paid on the part disbursements availed, from the respective date/s of disbursements, until the date of commencement of EMI.
5. The PEMI/EMIs shall be remitted on due dates either by ECS, Post dated cheques, salary deductions or

remittance of cash at the branch. Whatever be the mode of remittance, borrower shall ensure that the remittance is done within the due dates.

6. The delay in payment of PEMI/EMI attracts overdue/penal interest of 2% p.a on the delayed amount for the delayed period only.
7. The ROI varies depending upon the Customer Credit/Risk Assessment Score (CCRAS) of the applicants/borrowers and the Prime Lending Rate of CFHL based upon cost of funds, movement of rates in the market, money market conditions etc. from time to time in such manner in such circumstances as CFHL deems fit in its own discretion.
8. If the ROI increases, the EMI amount will also be increased under intimation to you. If ROI is decreased EMI will be kept constant unless you come forward for reduction in EMI specifically and as a result of this the number of EMIs and the term of the loan are liable to vary and fresh ECS mandate is to be lodged. However, CFHL reserves a right to increase the EMI amount for any other reason whatsoever, with due intimation to you. The variations in ROI will be furnished in our website/ branch notice board as and when the same is revised. (We are planning to intimate in this regard through e-mail/ SMS to you in future through our computer system).
9. Changes, if any, in the terms and conditions of the loan other than Rate of Interest will be made only with prospective effect and the change will be notified 30 days in advance. If such change is not acceptable to you then you may pre-close the account within 60 days without paying any extra pre-payment/pre-closure charges.
10. The loan shall be secured by First Mortgage of the immovable property purchased and/or constructed out of the loan granted, personal guarantees as acceptable to CFHL, collateral security of any other immovable property/assignment of Life Insurance Policies in favour of CFHL and /or such other security/ies as stipulated specifically by CFHL. All charges or expenses for creation of security in respect of this loan, in favour of CFHL shall be borne by the borrower(s).
11. The loan will be disbursed in lumpsum or in suitable Installments at your request and basing on progress of construction/ as per your agreement with the builder or as determined by CFHL.
12. You shall submit suitable salary recovery mandate to your employer wherever salary deduction facility is available or ECS mandates to your bankers through CFHL for e-remittances (payments or receipts through Electronic Clearing System(ECS/ NEFT/ RTGS) and provide 5 Post dated cheques (PDCs). If ECS facility is not available at the center, then you have to give 12 PDCs for this year now and thereafter @ 12 PDCs each year.
13. After accepting the offer and paying the Processing Charges , the entire loan shall be availed within 3 months in case of purchase/18 months in case of construction/36 months in case of Flat under constructions/36 months in case of composite loan from the date of acceptance of letter. If not, the unavailed portion of the loan gets lapsed/cancelled automatically and CFHL reserves the right to convert the availed portion of the loan to EMI and you shall start paying the EMIs on intimation.
14. CFHL reserves the right to stop disbursement/ further disbursements at any time, at any stage, if CFHL finds that the information furnished about the borrower/ employer/ property is/are not correct.
15. If the borrower fails to utilize the loan amount for the purpose for which it has been sanctioned and/or makes any changes in execution of his project, CFHL reserves the right to recall the liability at its sole discretion and levy penalties and or/ initiate appropriate legal action.
16. You shall inform CFHL, in writing, about any change in the information furnished to CFHL for getting the loan sanctioned and also regarding change/loss of job, business, profession (as the case may be) immediately after such change/loss and also furnish a statement of your income every year and such other information/documents whenever called for by CFHL.
17. This sanction is based on your confirmation;
 - (a) that the information furnished in the loan application and the enclosed documents are all genuine, true and correct.
 - (b) that the property intended to be mortgaged by you in favour of CFHL has a valid, clear and marketable title and that you have taken independent legal opinion/ advises regarding the same to satisfy yourselves about genuineness of the documents/ KYC norms for the seller of the property/ builder/as the case may be.
 - (c) that the plan of lay-out/ house/apartment is duly approved from the appropriate authorities and you have ensured adherence to the same and to that effect you have to execute an affidavit as per NHB guidelines.

18. This sanction letter shall be revoked/ cancelled/ treated as absolutely null and void if;

(a) There are any material changes in the proposal (b) Any material fact concerning your income or ability to repay, or any other relevant aspect of your proposal or your application for loan is withheld, suppressed, concealed or not made known to us;

(c) Any statement made in the loan application is found to be incorrect or untrue;

(d) The terms and conditions of the sanction letter (Acceptance Note) are not accepted in writing by you within 30 days from the date of this letter.

19.(a) This loan sanction letter is sent in duplicate along with a copy of Fair Practices Code (FPC) for your reference and records. If the terms and conditions of this sanction letter and FPC, are acceptable to you, kindly sign the 'Acceptance Note'(marked below) in token of your acceptance and return the duplicate copy of this sanction letter within 30 days from the date of this letter to us , together with a Cheque/Demand Draft, marked 'Payees Account Only' for `Rs.21,375.00.in favour of CANFIN HOMES LTD, towards balance processing charges.

(b) Upon your accepting this letter, you are requested to call on us on at our office along with the guarantor/s for loan documentation and also for creation of Mortgage in favour of CFHL.

Yours faithfully,

Authorised Signatory

Encl : Fair Practices Code (FPC) – containing all other conditions

ACCEPTANCE NOTE

Dear Sir/Madam,

With reference to your above offer dated **03-02-2014** to sanction a sum of **Rs.28,50,000.00/-** to me/us, I/we confirm that I/we have fully read and understood the basic terms and conditions of this sanction letter. I/we have also read and understood terms of Fair Practices Code (FPC) and accept the same . While I/we submit acknowledged copy of this sanction letter now, (duly accepting the terms & conditions as required vide clause 19(a) of this sanction communication) to you, I/we retain other copy of the sanction communication and FPC for our reference and records.

Yours faithfully,

Place : Nampally

Date :10-02-2014

Borrower/s

Most Important Terms and Conditions (MITC)

(For individual housing loan)

Major Terms and Conditions of the housing loan agreed to between JAMES KALWALA and Can Fin Homes Ltd (CFHL) are as under :

1. Loan

- ❖ Loan Amount : 2850000/-
- ❖ Purpose of Loan : Construction Of House
- ❖ Rate of Interest : 10.95%
- ❖ Tenure of the loan : 15

2. Fee and Other Charges

- ❖ Processing Charges : 21375/-
- ❖ Revalidation Charges : Rs.500/- if the borrower comes forward to revalidate the sanction after the due date of 30 days (and within 60 days)
- ❖ Valuation report charges : Rs.1000/- to Rs.2500/- to be paid directly to the Panel valuer.
- ❖ Documentation Charges : (Actual charges fixed by the branch as per state stamp duty act) + Charges towards encumbrance certificate / search report from SRO
- ❖ Prepayment Charges : Nil
- ❖ Pre Closure Charges : Nil
- ❖ Conversion Charges : Maximum up to 0.50 % of the loan amount in case of reduction in ROI.
- ❖ Cheque bouncing Charges : Rs.300/-
- ❖ ECS Return charges : Rs.200/-
- ❖ Document Retrieval Charges : Actual courier charges + Rs.300/- per withdrawal.
- ❖ Safe Custody charges : Rs.200/- pm from the date of closure till the date of actual delivery of documents back to customers, if the customer does not come forward to collect the documents after loan closure, within 2 months from the date of closure
- ❖ Penal Interest for late payment : 2% p.a on the arrears portion (pending Installments / Interest) for delayed periods(in days) at monthly intervals.
- ❖ Penal interest for delay in submission of documents : 2% on the outstanding liability in case of non of sale deed within 30 days from the date of registration of the property
- ❖ Service tax wherever applicable will be collected on charges.

3. Security for the Loan:

- ❖ Mortgage of Prime security (Address of property)
- ❖ Guarantee (Name of the guarantors)
- ❖ Other security (Details of other collateral securities, if any)

4. Insurance of the property / Borrowers:

Property offered as security to CFHL may be insured for its full value at the cost of the borrower, covering risks due to theft, burglary, natural calamities, fire, strike, riot, and civil commotion (SRCC) and other appropriate hazards during the pendency of the loan.

When insurance is taken, CFHL should be made beneficiary of the policy until the loan is cleared. The policy should be got renewed by the borrower from time to time and the same to be kept in the file.

5. Conditions for disbursement of the loan.

- ❖ In case of Construction/Extension/Repair/Renovation etc.,:- The sanctioned amount will be released in stages depending upon the progress in construction after ensuring that investment of margin and the construction is as per approved plan & Estimate.
- ❖ Purchase of ready built house/ flat etc.: The amount sanctioned for the purchase consideration and for meeting registration expenses, preferably along with the margin amount will be disbursed in one lump sum on the day of registration.

❖ **In case of Composite Loans (Purchase of site and construction of house)** Amount sanctioned for the purpose of purchase of site plus registration expenses will be released on the day of registration after the investment of stipulated margin towards the purchase portion of the loan sanctioned. Construction should commence within 18 months from the date of registration of site failing of which, the account will be converted to site loan and all the terms and conditions of site loan will be applied to the loan. The conditions for release of the loan towards the construction portion of the loan shall be the same as in case of construction mentioned above. The construction should be completed within 36 months from the date of first disbursement.

❖ **In case of Flat under Construction :-** Disbursement will be made after investment of margin of money and progress of construction as per the agreement. The final disbursement will coincide with the registration of the property as well as completion of the building as per stipulated norms of the Company. Loan proceeds will be released in the name of the builder / land owner to their bank account only.

6. Repayment of the loan & Interest:

❖ EMI Amount : 32304/-

❖ Total Number of Installment : 180

❖ Due date for payment of Pre Equated Monthly Installment Interest (PEMI): Once the loan is disbursed, interest will start from the date of first disbursement and the account will be in Pre EMI stage till the full disbursement is made. The interest will be debited monthly (last day of every month) and interest to be paid on monthly basis.

❖ Due date for Equated Monthly Installment (EMI): The EMI begin date shall be the first day of the immediate succeeding month after the month in which full/final disbursement is made. The EMI due date shall be the last day of every month.

❖ Due date for payment of Principal : Part pre-payment towards the loan can be made as per the convenience of the customer, once the loan enters the EMI stage.

❖ Procedure for advance intimation of the changes in the rate of Interest : Notice of change in the rate of interest will be published on the website of the Company and on the notice board of the branches as and when ROI changes.

7. Brief Procedure to be followed for Recovery of overdues :

- ❖ Personal contacts / persuasion / follow up for recovery of installments / interest due.
- ❖ Restructuring / re-phasing of accounts wherever possible as per extant guidelines
- ❖ Enforcement of Securities as per the provision of SARFAESI Act
- ❖ Recovery through legal method

8. Customer Services:

a. Visiting hours at the office :

9.30 A.M. to 1.00 P.M.

1.30 P.M. to 4.00 P.M.

Saturday : 9.30 A.M. to 12.30 P.M.

Sunday Holiday.

b. Details of the person to be contacted for customer service :

Name of the Manager / Officer

c. Procedure to obtain the following including time line therefore :

1) Loan account statement : 3 working days

2) Photo copy of the title documents : If the borrower requests for copies of any property documents during the pendency of the loan, a minimum of 15 days notice should be given to the concerned branch for retrieval of the requested documents by paying the actual courier charges + Rs.300/- per withdrawal.

3) Return of original documents on closure / transfer of the loan: Upon closure of loan, the documents will be returned. The customers will be duly intimated by the branches to collect back the documents within 15 days of closure of the loan. If the documents are urgently required (say within 4 days), then actual courier charges (up to Rs.300/-) has to be remitted.

9. Grievance Redressal

If the customers have any grievances , they can make a complaint in writing addressed to the concerned Branch Manager, quote the account number and gist of the complaint.

❖ Turn Around Time for resolving the issue : 15 days

Matrix for escalation :In case the grievance is not solved within 15 days, a copy of the complaint with acknowledgement may be forwarded to the following :

❖ E-mail ID : development@canfinhomes.com

❖ Contact Details : Redressal Officer, Development Department, Can Fin Home Ltd, No 29/1, Sir. M N Krishna Rao Road, Basavanagudi Bangalore.

In case that the complainant is dissatisfied with the response received/ or where no response is received, the complainant may approach the Compliant Redressal Cell, Department of Regulation and Supervision, National Housing Bank, 4th floor, Core 5A, India Habitat Centre, Lodhi Road, New Delhi- 110003 or e-mail at crcell@nhb.org.in)

It is hereby agreed that for detail terms and conditions of the loan, the parties hereto shall refer to and rely on the loan and 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 Shri/ Smt/Km of the Company and have been understood by the borrower/s.

(Signature or thumb impression of
the Borrower/s)

(Signature of the Manager of
CanFin Homes Ltd)

Note: Duplicate copy of the MITC will be handed over to the borrower/s.