

# ऋणकर्ता को मंजूरी पत्र

संदर्भ - Retail-00001687911-LMS स्थान - MG ROAD, SECUNDERABAD

दिनांक- 18-01-2023

प्रति.

MR. ANMOL AGARWAL & MRS. TINA AGARWAL 3-5-699 & 699/1 & 2/405, SOWBHAGYA LAXMI, RERSIDENCY NARAYANAGUDA, HIMAYATH NAGAR

SOWBHAGYA LAXMI RERSIDENCY , HIMAYATHNAGAR , HIMAYATHNAGAR , HYDERABAD TELANGANA - INDIA . 500029

प्रिय महोदय/ महोदया.

विषय : बड़ौदा गृह ऋण - Baroda Home Loan के लिए आपका रु. 27,71,000.00/- का अनुरोध.

आपके आवेदन पत्र दिनांक 16-01-2023 के संदर्भ में हम सहर्ष सूचित करते हैं कि निम्न नियम व शर्तों के अधीन आपको उपरोक्त ऋण सुविधा प्रदान की गई है

उत्पाद का नाम :बड़ौदा गृह ऋण

ऋण का उद्देश्य :गृह फलैट अपार्टमेंट इत्यादि की

खरीद हेतू

विशेष योजना का

नाम :Baroda Home Loan

सुविधा :Term Loan कुल लागत :रु. 30,79,000.00

अनुरोध की गई सीमा :रु. 27,71,000.00/-स्वीकार्य सीमा :रु. 27,71,000.00/-

बीमा प्रीमियम राशि :NA वास्तविक मार्जिन :10.00 %

> उपलब्ध ब्याज दर 9.15% वार्षिक है, जो कि अग्रलिखित का योग है भा.रि. बैंक रेपो दर : 6.25%

(वर्तमान में),

मार्क अप : 2.60% (वर्तमान में) , क्रेडिट स्प्रेंड : 0.25% (वर्तमान में) , and Risk Premium of 0.05%

(at present),

ब्याज का भुगतान मासिक अंतराल पर किया जाएगा बैंक को मासिक आ धार पर ब्याज दर (उपरोक्त में से किसी भी संघटक को शामिल करते हुए) पुनर्निर्घारित करने का अधिकार होगा.

कुल अवधि ऋण स्थगन :<u>302</u> महीने

समान मासिक किस्तों में चुकता किया जाना

:302महीनों से Equated Monthly Installment भगतान

है

(इएमआई) देय

:₹. 23,499.00/-

चुकौती आरम

:

:0

प्रोसेसिंग शुल्क :रु. 0.00/-

:ড. 10.030.00 /-

अपफ्रंट शुल्क विचलन शुल्क

:₹. 0.00 /-

:1. Sanction letter incorporating all sanction terms be issued in favor of applicant and acknowledged copy of the sanction letter having agreed all terms and conditions by the applicants be obtained and held on record. ----- 2. Execute all the documents mentioned in the appraisal note and ensure vetting of the same. ----- 3. Before Disbursement Tripartite Agreement to be executed by Applicant, Branch & Builder. 4. Branch to obtain NOC from M /s. Bajaj Housing Finance Limited before disbursement. ---- 5. As Residence & Employment verification is done by CPV agency, branch to ensure that verification carried out is correct & satisfy upon. ---- 6. On receipt of stamped tripartite agreement duly executed and signed by all parties Branch to disburse the loan amount directly to the seller /builder by way of DD /BC by quoting Seller AC. No /Escrow a/c No. as per schedule mentioned in sale agreement recovering the applicable margin in each stage after complying the terms and conditions of sanction and after conducting pre disbursement inspection----- 7. Pre disbursement inspection of the property is to be conducted. 8. Before registration of Sale Deed, draft Sale Deed has to be vetted by our panel advocate. ---- 9. After receiving of sale

deed of the flat, branch should create mortgage in banks favour and should register the mortgage with concerned SRO office and charge should be noted in CERSAI portal. -----. 10. Branch to obtain property tax mutation in the name of the applicant. ----- 11. Branch to comply with the guidelines mentioned in circular no BCC: BR: 112:414, Dated 14.07.2020 to ensure due diligence of owner/ obtaining seller KYC at the time of creation of mortgage. All bills and payment to the builder to be kept on record. End use of fund to be verified by branch conducting inspection. ------12. Branch to ensure that margin money is routed through customer accounts only. -----13. Branch to complete vetting of documents by our panel advocate and meticulously follow the instructions made by our panel advocate. All documents including the E.M. are to be vetted by our panel advocate. ---- 14. Branch ensure to obtain latest EC and ensure that there is no encumbrance, verified and satisfy.---- 15. has to obtain Branch undertaking letter from borrower they will create the mortgage of the property and deposit of sale deed. -----16. Obtaining necessary bills /invoices /completion reports. Branch must strictly ensure end use of funds. 17. Property should be adequately insured. ---- 18. LDOC 90 C to be signed in front of Notary Public and notarized during creation of mortgage. ----- 19. Branch to obtain all the documents which is mentioned in legal report and comply the same. ---- 20. Branch to obtain CERSAI Search report before disbursement and satisfy up on. ----- 21. Branch to ensure

compliance of Terms and

संवितरण:

conditions of Project approval before disbursement. ----- 22. Branch to ensure compliance of guidelines of Cir. no. BCC:BR: 112/525 dated 02-09-2020 for Standard Operating Procedure-Execution and; Verification of Retail Loan Documents and; Mortgages, Cir. no. BCC:BR: 112/499 dated 22-09-2020 for Guidelines on Mortgage and Cir. no. BCC:BR:112/558 dated 22-09-2020 regarding Compliance of all Pre Disbursement Terms and; Conditions by the Disbursement Authority before Disbursement of Credit Facility. -----

जोखिम रेटिंग

आंतरिक रेटिंग स्कोर :: 102 आंतरिक रेटिंग ग्रेड : : HL-8

सिबिल ब्यूरो स्कोर:

आवेदक का सिबिल ब्य :747

रो स्कोर

सह आवेदक का

सिबिल स्कोर

औसत सिबिल स्कोर :747

प्रदत्त प्रतिभूतियों का विवरण:

प्राथमिक: RESIDENTIAL FLAT

प्रदत्त प्रतिभूतियों का विवरण

Equitable Mortgage, of RESIDENTIAL FLAT, bearing Survey Number 31, located at Plot No. -, / Flat No 312, Door No/House -, Nearest Door -, adm. land Sq Feet, Build up Area 640, Carpet Area 536, which is situated at FLAT NO 312 3RD FLOOR IN BLOCK NO A COMPLEX NAMED AS BLOOMDALE RESIDENCY AT, GENOME VALLEY FORMING PART OF SY NO 31 SITUATED AT MURAHARIPALLY VILLAGE UNDER YADARAM GRAMPANCHAYAT SHAMIRPET MANDAL MEDCHAL MALKAJGIRI DISTRICT,-, Municipality, City K.V.RANGAREDDY, Medchal, District State/Region TELANGANA, Country INDIA, PINCode 500078, belonging to TINA AGARWAL & ANMOL AGARWAL, Boundary Description East: OPEN TO SKY, West: 5 FT WIDE CORRIDOR, North: OPEN TO SKY, South: FLAT NO 313 & **OPEN TO SKY** 

## प्रतिभूति दस्तावेज:

- 1. उपस्थिति पत्रक
- 2. स्वतः वसूली स्थायी अनुदेश

- 3. ऋण मूल्यांकन नोट अंतिम
- 4. घोषणा सह वचन पत्र
- 5. ईसीएस अधिदेश
- 6. गुऋ त्रिपक्षीय करार
- 7. एलडीओसी 1 सत्यापन ज्ञापन
- 8. एलडीओसी 23ए सावधि ऋण करार
- 9. एलडीओसी 57 तत्काल अदायगी शर्त युक्त किस्त पत्र
- 10. एलडीओसी 90 ए प्रवेश ज्ञापन, वैयक्तिक प्रोपर्टी के मोर्गेज के संबंध में,
- 11. एलडीओसी 90 सी अचल संपत्तियों के संबंध में हक विलेख के जमा द्वारा बंधक सृजन संबंधी घोषणा
- 12. एलडीओसी 90 डी बंधक पुष्टि पत्र
- 13. उत्तर दिनांकित चेकों के लिए वचन पत्र
- 14. मंजूरी पत्र
- 15. स्वागत पत्र

### नियम व शर्तें : :

- 1. This sanction is valid for six months from the date of sanction
- 2. The unified processing charges at the rate prescribed by the Bank and Good and Service Tax thereon as prescribed by Government of India will be borne by the borrower.
- 3. Bank reserves the right to recall the concessions, if any, if the account is not conducted satisfactory as per stipulated terms of sanction.
- 4. No pre-payment / pre-closure penalty will be levied on Home Loans irrespective of the period for which the account has run or source of funds
- 5. The Bank retains the right to alter any charges or fees from time to time or to introduce any new charges or fees, as it may deem appropriate, with due intimation to the customer.
- 6. During the moratorium period, Borrowers shall ensure that pre-EMI interest is serviced as and when applied in the Loan account.
- 7. The amount of the loan shall be utilised strictly for the purpose detailed in the manner.
- 8. The House/flat shall be insured comprehensively for the market value (excluding cost of land) covering fire, flood, earthquake etc. Cost of the same shall be borne by the borrower
- 9. The Bank will have the right to inspect the borrower's property by an officer of the Bank or a qualified auditor or a technical expert as decided by the Bank as and when required and the charges thereof will be borne by the borrower.
- 10. Borrower to create and register Equitable Mortgage by deposit of title deeds in favour of our Bank and ensure that Bank's Lien there under is registered with concerned SRO and also under CERSAI; within 30 days of the sanction bearing the charges incurred there for.
- 11. Equated monthly instalments are fixed for the convenience of the borrower, whereby interest payable towards the loan is spread over the entire term of repayment fixed. The repayment of all such equated monthly instalment will not be construed as full repayment /settlement of loan account. On payment of all equated monthly instalments, residual amount if any, in the account due to debiting of overdue / penal interest / additional interest as a consequence of revision in interest rates, other incidental charges shall be paid separately by the borrower
- 12. Disbursement of loan will be made on fulfillment of terms and conditions to Bank's satisfaction.

- 13. The Borrowers to bring in margin money, being his own contribution towards the cost of flat, from own sources and if the margin money is met from outside borrowings, the loan will be liable to be rejected at any time at the discretion of the Bank. Any disbursement made at/up to the time of knowing the fact by Bank, may be recalled and interest with penal interest as applicable for commercial borrowings from time to time may be recovered from the borrower till Bank's loan is fully repaid.
- 14. The Loan will be disbursed only on the conditions that all the security documents prescribed have been executed by applicant/ co-applicant(s)/ guarantor (s) and all nescessary statutory compliance are in place.
- 15. Bank may disburse the quantum of loan in lump sum or in installments at its own discretion depending on the level of construction of the house / flat as acceptable to Bank
- 16. Bank will disburse loan amount directly to the builder /seller/society as the case may be and as requested/ specified / directed by the customer to the Bank at the time of each disbursement. Bank shall not be responsible / liable in any manner whatsoever for the delay by the customer in providing such request / specification / direction to Bank and the customer shall not claim any costs, charges and expensed in any relation to any non-disbursal by Bank due to any such delay by the customer
- 17. Bank reserves the right to collect any tax if levied by the State / central Government and/ or any other authorities in respect of this transaction.
- 18. The construction of the flat /house or the modification/ extension proposed by the borrower in the existing house/flat should be strictly according to the plan approved by the local authorities / town planning / development authorities. Any modifications desired in the plan as originally approved, can be undertaken only after express sanction for it has been obtained from the appropriate authority.
- 19. Borrower to submit original copy of agreement for sale/sale deed along with registration fee receipt in original issued by the Sub Registrar of Assurance and original receipt for stamp duty paid to be lodged with the Bank.
- 20. Borrower to submit original receipt for payment made to the Seller / Builder
- 21. The liability to the Bank will be extinguished only when the outstanding in the loan acount becomes nil, on payment of redidual amount, if any
- 22. Borrower to submit share certificate issued by the society duly transferred in his / her name.
- 23. Borrower to bear escalation in the cost of flat / house if any from his / her own sources.
- 24. Branch to carry out Pre disbursement Inspection of the property.
- 25. Vetting of security documents, including creation/extension of Equitable Mortgage, is to be carried out as per Bank's extent guidelines and deficiencies, if any, to be rectified.
- 26. As per Financial Bill of 2013, TDS is applicable on sale of immovable property wherein the sale consideration of the property exceeds or is equal to Rs.50.00 lacs. Section 194 1A of the IT Act, 1961 states that for all transactions w.e.f June 1, 2013 Tax @ 1% should be deducted by the purchaser of the property at the time of making payment of sale consideration and the proof to be submitted to the branch.
- 27. Post disbursement inspection to be carried out by the branch officials and ensure the peacefull possession of the borrower over the property.

- 28. The sanctioned plan shall not be violated. Construction shall be strictly as per the sanctioned plan and it shall be the sole responsibility of the borrower to obtain completion certificate within -3- (Three) months of completion of construction, failing which the bank shall have the power and the authority to recall the entire loan with interest, costs and other usual bank charges.
- 29. The unified processing charges at the rate prescribed by the Bank and Service Tax and Education Cess thereon as prescribed by Government of India will be borne by the borrower.
- 30. Borrower to give an affidavit cum undertaking that he/she shall not violate the sanctioned plan, construction shall be strictly as per the sanctioned plan and it shall be the sole responsibility of the executant to obtain completion certificate within -3- (Three) months of completion of construction, failing which the bank shall have the power and the authority to recall the entire loan with interest, costs and other usual bank charges.
- 31. During the course of construction at least once valuation report from Banks approved valuar must be obtained apart from final valuation after completion of the property.
- 32. The sanctioned plan shall not be violated. Construction shall be strictly as per the sanctioned plan and it shall be the sole responsibility of the borrower to obtain completion certificate within -3-(Three) months of completion of construction, failing which the bank shall have the power and the authority to recall the entire loan with interest, costs and other usual bank charges.
- 33. Borrower to submit a copy of completion certificate issued by the competent authority on completion of the construction
- 34. Borrower to submit original copy of agreement for sale/sale deed along with registration fee receipt in original issued by the Sub Registrar of Assurance and original receipt for stamp duty paid to be lodged with the Bank.
- 35. Rate of interest is linked to RBI Repo. The RBI Repo rate prevailing on the date of disbursement will be applicable till the next reset date. Interest shall be reset every month. Any change in the RBI Repo Rate during a month will take effect from the beginning of the following month.
- 36. The Rate of interest will be reviewed annually at the time of review of the account. The rate of interest will be revised based on the Bureau score of the borrower and the applicable RBI Repo Rate at the time of review. Period of loan will be adjusted as per increase/decrease in rate of interest, keeping EMIs at fixed level till full repayment subject to the condition that total/extended tenure of the loan does not go beyond the maximum period permissible under the scheme as per guidelines.
- 37. Rate of interest is linked to RBI Repo. The RBI Repo rate prevailing on the date of disbursement will be applicable till the next reset date. Interest shall be reset every month. Any change in the RBI Repo Rate during a month will take effect from the beginning of the following month.
- 38. The Rate of interest will be reviewed annually at the time of review of the account. The rate of interest will be revised based on the Bureau score of the borrower and the applicable RBI Repo Rate at the time of review. Period of loan will be adjusted as per increase/decrease in rate of interest, keeping EMIs at fixed level till full repayment subject to the condition that total/extended tenure of the loan does not go beyond the maximum period permissible under the scheme as per guidelines.
- 39. Salary Account will not be changed without Banks consent
- 40. Salary Account will not be changed without Banks consent

- 41. After completion of project, Nodal Agency will execute sales deed & borrower will create mortgage in favour of bank
- 42. Penal interest @ 2% p.a. will be charged for non-payment / delayed payment on overdue amount for overdue period ./ breach/violation/non-compliance of any terms & conditions of the sanction .
- 43. Penal interest @ 2% p.a. will be charged for breach/violation/non-compliancen of terms and condition of the sanction for the period in default.
  - 1. यह स्वीकृति की तारीख से 6 महीने के लिए वैध है.
  - 2. बैंक द्वारा निर्धारित दर पर एकीकृत प्रोसेसिंग शुल्क एवं भारत सरकार द्वारा निर्धारित माल और सेवा कर जीएसटी ऋणकर्ता द्वारा वहन किया जाएगा.
  - 3. निर्धारित नियम व शर्तों के अनुसार खाते के संतोषजनक संचालन न होने पर खाते पर दी जा रही किसी छूट को समाप्त करने का अधिकार बैंक के पास स्रक्षित है.
  - 4. बैंक के पास समय समय पर प्रभारों एवं शुल्क के बदलने अथवा कोई नया प्रभार, जो भी उचित हो, लगाने का अि धकार सुरक्षित होगा.
  - 5. बैंक के पास समय समय पर प्रभारों एवं शुल्क के बदलने अथवा कोई नया प्रभार, जो भी उचित हो, लगाने का अि धकार सुरक्षित होगा.
  - 6. ऋण स्थगन के दौरान ऋणकर्ता द्वारा यह सुनिश्चित किया जाएगा कि ऋण खाते में इएमआई आरंभ होने से पूर्व लगे ब्याज का भुगतान किया जाता है.
- 7. ऋण की राशि का उपयोग इसमें दर्शाये गये प्रयोजन के लिये ही किया जाएगा.
- 8. मकान / फलैट के बाजार मूल्य जमीन की कीमत सहित पर इसका व्यापक रूप से बीमा कराया जाएगा जिसमें आग, बाढ़, भूकंप आदि शामिल होगा. इसका व्यय ऋणकर्ता द्वारा वहन किया जाएगा.
- 9. बैंक को यह अधिकार होगा कि अपने अधिकारी अथवा योग्य ऑडिटर या बैंक के तकनीकी विशेषज्ञ द्वारा ऋणकर्ता को संपत्ति का निरीक्षण करा सके, संबंधित प्रभार ऋणकर्ता द्वारा वहन किये जाएंगे.
- 10. ऋणकर्ता द्वारा बैंक के पक्ष में इक्विटी मोर्गेज तैयार कराके इसे रिजस्टर्ड कराना आवश्यक है और यह सुनिश्चित किया जाए कि बैंक द्वारा किया गया लियन संबंधित एसआरओ के साथ रिजस्टर्ड हो, साथ ही स्वीकृति के 30 दिनों के अंदर सरसाई के अंतर्गत भी इसे रिजस्टर्ड कराया जाए, जिसका व्यय ऋणकर्ता द्वारा ही वहन किया जाए गा
- 11. समान मासिक किस्तों ईएमआई का निर्धारण ऋणकर्ता की सुविधा को ध्यान में रखकर किया जाता है, जहां पूरे ऋण के लिए लिया जाने वाला ब्याज ऋण की पूरी अविध में विस्तारित होता है. ऐसी सभी समान मासिक किस्तों का भुगतान ऋण खाते की पूर्ण चुकौती / ऋण का निपटान नहीं माना जाएगा. सभी समान मासिक किस्तों ईए मआई का भुगतान हो जाने पर खाते में अतिदेय / दण्ड ब्याज / ब्याज दर में परिवर्तन होने पर अतिरिक्त ब्याज, अन्य आकिस्मक प्रभार के नामे किए जाने के कारण शेष रािश, यित कोई हो, का ऋणकर्ता द्वारा अलग से भुगतान किया जाएगा.
- 12. ऋण का संवितरण बैंक की संतुष्टि के अनुरूप सभी नियम व शर्तों का पालन करने पर ही किया जाएगा.
- 13. ऋणकर्ता द्वारा अपने मकान / फलैट में अपने अंशदान के तौर पर मार्जिन मनी का भुगतान किया जाएगा. यदि मार्जिन मनी के लिये किसी अन्य स्त्रोत से ऋण लिया गया हो तो बैंक के विवेकाधिकार पर गृह ऋण को कभी

भी अस्वीकृत कर दिया जाएगा. इस तथ्य की जानकारी मिलने तक बैंक द्वारा संवितरित की गई ऋण राशि को वाणि ाज्यिक ऋण के लिये समय समय पर लागू दरों व पेनाल्टी के साथ वसूल किया जाएगा ताकि पूरी ऋण राशि की चुकौती हो सके.

- 14. ऋणकर्ता / सह ऋणकर्ता एवं गारंटीकर्ता द्वारा सभी निर्धारित दस्तावेजों का निष्पादन करने तथा सभी आवश्यक सांविधिक अनुपालन होने के पश्चात ही ऋण का संवितरण किया जाएगा.
- 15. बैंक अपने विवेकाधिकार पर ऋणराशि को एकमुश्त अथवा किस्तों में संवितरण करेगा जो कि मकान / फलैट के निर्माण स्तर के आधार पर होगा और यह बैंक को स्वीकार्य होना चाहिए.
- 16. बैंक द्वारा प्रत्येक संवितरण के समय ग्राहक के अनुरोध पर ऋणराशि सीधे बिल्डर /बिकीकर्ता/ सोसाइटी, जो भी मामला हो, को ही संवितिरत की जाएगी. ग्राहक द्वारा ऐसे विशेष अनुरोध/ निदेश देने में हुए विलंब के कारण संवितरण में देर होने के लिये बैंक जिम्मेदार नहीं होगा और ग्राहक द्वारा किसी भी प्रकार के शुल्क और किये गए अन्य खर्च के लिए दावा प्रस्तुत नहीं किया जाएगा.
- 17. बैंक के पास लेन—देन के संबंध में राज्य/केंद्र सरकार अथवा अन्य प्राधिकारियों द्वारा वसूल किये जाने वाले कर के संग्रह का अधिकार होगा.
- 18. फलैट/मकान का निर्माण अथवा मौजूदा घर/ फलैट में ऋणकर्ता द्वारा प्रस्तावित मरम्मत/ विस्तार के संबंध में स्थानीय अधिकारियों / नगर आयोजना अधिकारी / विकास प्राधिकारी द्वारा अनुमोदित योजना के अनुसार ही होना चाहिए. मूल रूप से अनुमोदित योजना में प्रस्तावित कोई भी बदलाव समुचित प्राधिकारी की स्वीकृति के ही किया जा सकता है.
- 19. ऋणकर्ता द्वारा सब रिजस्टार एश्योंरेंस से प्राप्त रिजस्टेशन फीस रसीद सिहत सेल / सेल डीड की मूल प्रति जमा करनी होगी और भुगतान किये गये स्टाप डयूटी की मूल रसीद बैंक में जमा करनी होगी.
- 20. ऋणकर्ता द्वारा बिकीकर्ता / बिल्डर को किये गये भुगतान की मूल रसीद भी जमा की जानी है.
- 21. शेष रकम ,यदि हो, सहित बकाया ऋण राशि का पूर्ण भूगतान होने पर ही बैंक की देयता पूरी होगी.
- 22. यदि लागू हो तो उधारकर्ता को सोसायटी द्वारा जारी और उसके / उनके नाम पर विधिवत अंतरित शेयर सर्टिफिकेट की प्रति प्रस्तुत करनी है.
- 23. ऋणकर्ता द्वारा फलैट / घर की कीमत में हुई बढोतरी, यदि कोई हो, को अपने स्रोतों से पूरा करना होगा.
- 24. शाखा को संवितरण से पहले परिसंपत्ति का निरीक्षण करना है.
- 25. साम्यिक बंधक बनाने / बढ़ाने के साथ प्रतिभूति दस्तावेजों का पुनरीक्षण बैंक के वर्तमान दिशानिर्देशों के अनुसार किया जाना चाहिए और किमयां, यदि कोई हो, तो उनमें सुधार किया जाना चाहिए
- 26. वित्त विधेयक 2013 के अनुसार, अचल संपत्ति की बिकी पर टीडीएस लागू है जहां परिसंपत्ति का बिकी मूल्य रु. 50.00 लाख या उससे अधिक है. आयकर अधिनियम 1961 का खंड 194 1ए के अनुसार दिनांक 1 जून 2013 से प्रभावी सभी लेन—देनों के लिए परिसंपत्ति के खरीददार द्वारा बिकी प्रतिफल का भुगतान करते समय 1 प्रतिशत की दर से कर कटौती करनी चाहिए और उसका प्रमाण शाखा में प्रस्तुत करना चाहिए.
- 27. शाखा के अधिकारियों द्वारा संवितरण उपरांत निरीक्षण किया जाए और संपत्ति पर ऋणकर्ता के शांतिपूर्वक कब्जे के संबंध में आश्वस्त हो लिया जाए.
- 28. स्वीकृत योजना का उल्लंघन नहीं किया जा सकता है. विनिर्माण अनिवार्य रूप से स्वीकृत योजना के अनुसार ही होना चाहिए और उधारकर्ता की एकल जिम्मेदारी होगी कि वह विनिर्माण पूरा होने के 3 माह के भीतर पूर्णता प्रमाण पित्र प्राप्त करने, ऐसा न करने पर बैंक अन्य सामान्य प्रभारों सिहत संपूर्ण ऋण को लौटाने की मांग कर सकता है

- 29. बैंक द्वारा निर्धारित दर पर एकीकृत प्रोसेसिंग शुल्क एवं भारत सरकार द्वारा निर्धारित सेवा कर और शिक्षा—उपकर का ऋणकर्ता द्वारा वहन किया जाएगा.
- 30. उधारकर्ता को शपथपत्र सह घोषणापत्र देना होगा कि वह स्वीकृत प्लान का उल्लंघन नहीं करेगा, स्वीकृत प्लान के अनुसार ही निर्माण होना चाहिए और निर्माण पूरा होने के 3 माह के भीतर पूर्णता प्रमाणपत्र प्राप्त करना निष्पादनकर्ता की पूर्ण जिम्मेदारी होगी, जिसमें चूक होने पर बैंक के पास यह शक्ति और प्राधिकार है कि ब्याज लागत अन्य सामान्य प्रभारों के साथ संपूर्ण ऋण राशि को वापस ले ले.
- 31. बैंक द्वारा अनुमोदित मूल्यांकनकर्ता से निर्माण के दौरान कम से कम एक बार प्रोपर्टी का मूल्यांकन रिपोर्ट प्राप्त करना एवं प्रोपर्टी का कार्य पुरा होने के पश्चात अंतिम मूल्यांकन अलग से प्राप्त करना चाहिए.
- 32. स्वीकृत योजना का उल्लंघन नहीं किया जा सकता है. विनिर्माण अनिवार्य रूप से स्वीकृत योजना के अनुसार ही होना चाहिए और उधारकर्ता की एकल जिम्मेदारी होगी कि वह विनिर्माण पूरा होने के 3 माह के भीतर पूर्णता प्रमाण पित्र प्राप्त करने, ऐसा न करने पर बैंक अन्य सामान्य प्रभारों सिहत संपूर्ण ऋण को लौटाने की मांग कर सकता है
- 33. उधारकर्ता को विनिर्माण पूरा होने के बाद सक्षम प्राधिकारी द्वारा जारी किए गए समापन प्रमाण पत्र की प्रति प्रस्तुत करनी है.
- 34. ऋणकर्ता द्वारा सब रजिस्टार एश्योंरेंस से प्राप्त रजिस्टेशन फीस रसीद सहित सेल / सेल डीड की मूल प्रति जमा करनी होगी और भूगतान किये गये स्टाप डयूटी की मूल रसीद बैंक में जमा करनी होगी.
- 35. ब्याज दर बैंक के एक वर्षीय एमसीएलआर से लिंक होता है. संवितरण की तिथि पर विद्यमान एमसीएलआर अगले रिसेट तारीख अर्थात एक वर्ष बाद तक लागू रहेगा जो कि अंतरिम अविध के दौरान एमसीएलआर में हुए परिवर्तनों से अप्रभावित रहेगा.
- 36. खाते की समीक्षा के समय ब्याज दर की वार्षिक आधार पर समीक्षा की जाएगी. ऋणकर्ता के ब्यूरो स्कोर तथा समी क्षा के समय लागू भारतीय रिज़र्व बैंक के रेपो दर के आधार पर ब्याज को पुननिर्धारित किया जाएगा. ऋण की अविध को ब्याज दर में बढ़ोतरी/कमी के आधार पर ऐसे समायोजित किया जाएगा कि ऋण के पूरा चुकता होने तक ईएमआई अपरिवर्तित रहे. यह इस शर्त के अधीन होगा कि ऋण की कुल/विस्तारित अविध, योजना संबंधी दिशानिर्देशों के तहत स्वीकार्य अधिकतम अविध से आगे नहीं जा रही हो.
- 37. ब्याज दर बैंक के एक वर्षीय एमसीएलआर से लिंक होता है. संवितरण की तिथि पर विद्यमान एमसीएलआर अगले रिसेट तारीख अर्थात एक वर्ष बाद तक लागू रहेगा जो कि अंतरिम अविध के दौरान एमसीएलआर में हुए परिवर्तनों से अपमावित रहेगा
- 38. खाते की समीक्षा के समय ब्याज दर की वार्षिक आधार पर समीक्षा की जाएगी. ऋणकर्ता के ब्यूरो स्कोर तथा समी क्षा के समय लागू भारतीय रिज़र्व बैंक के रेपो दर के आधार पर ब्याज को पुननिर्धारित किया जाएगा. ऋण की अविध को ब्याज दर में बढ़ोतरी/कमी के आधार पर ऐसे समायोजित किया जाएगा कि ऋण के पूरा चुकता होने तक ईएमआई अपरिवर्तित रहे. यह इस शर्त के अधीन होगा कि ऋण की कुल/विस्तारित अविध, योजना संबंधी दिशानिर्देशों के तहत स्वीकार्य अधिकतम अविध से आगे नहीं जा रही हो.
- 39. बैंक की सहमति के बिना वेतन खाता नहीं बदला जा सकता है
- 40. बैंक की सहमति के बिना वेतन खाता नही बदला जा सकता है

41.

- 42. अतिदेय अविध के लिए बकाया रकम का भुगतान न करने / विलंब से करने / किसी नियम व शर्तों का उल्लंघन व अनुपालन न किये जाने पर 2 प्रतिशत वार्षिक की दर से दण्ड ब्याज की वसूली की जाऐगी.
- 43. चूक की अवधि के दौरान स्वीकृति के नियम व शर्तों का उल्लंघन एवं अनुपालन न किये जाने पर 2 प्रतिशत वाि कि की दर से दण्ड ब्याज की वसूली की जाऐगी.



## LETTER OF SANCTION TO THE BORROWER

**Ref: ADV/** Retail-00001687911-LMS **Place:** MG ROAD,SECUNDERABAD

**Date:** 18-01-2023

To,

MR. ANMOL AGARWAL & MRS. TINA AGARWAL 3-5-699 & 699/1 & 2/405 , SOWBHAGYA LAXMI , RERSIDENCY NARAYANAGUDA , HIMAYATH NAGAR

SOWBHAGYA LAXMI RERSIDENCY , HIMAYATHNAGAR , HIMAYATHNAGAR , HYDERABAD TELANGANA - INDIA . 500029

Dear Sir / Madam,

RE: Your request for Baroda Home Loan - Baroda Home Loan of Rs. 27,71,000.00/-

With reference to your application dated 16-01-2023, we are pleased to inform you that we have sanctioned you the above credit facility, on the terms and conditions as under:

## **TERMS AND CONDITIONS:**

NAME OF

PRODUCT :Baroda Home Loan

PURPOSE OF :@PURCHASE OF HOUSE LOAN FLAT APARTMENT ETC

NAME OF THE

SPECIFIC :Baroda Home Loan

**SCHEME** 

FACILITY :Term Loan

TOTAL COST :Rs. 30,79,000.00

LIMIT

REQUESTED :Rs. 27,71,000.00/-

**PERMISSIBLE** 

LIMIT :Rs. 27,71,000.00/-

Insurance

Company: NA

Insurance Scheme: NA

**INSURANCE** 

PREMIUM NA

AMOUNT:

**INSURANCE** 

PREMIUM :NA

AMOUNT ACTUAL MARGIN: 10.00 %

Applicable Rate of Interest is

9.15%, per annum,

which is a sum of RBI Repo Rate: 6.25 % (at present), Mark Up of: 2.60 % (at

present),

Credit spread of 0.25% (at

**RATE OF INTEREST**  present).

and Risk Premium of 0.05 %

(at present),

The Interest shall be payable at monthly rests. The Bank shall be entitled to reset the Interest rate (including any of its components mentioned above)

on monthly basis.

TOTAL PERIOD :302months

**MORATORIUM** :0

:302 months by Equated REPAYBLE IN

Monthly Installment Payment

:Rs. 23.499.00/-**EMI** 

**COMMENCING** 

**FROM** 

Installment Commencement

Date(DD/MM

/YYYY)

**PROCESSING CHARGES** 

**UPFRONT** 

**CHARGES** 

**DEVIATION CHARGES** 

: 04-03-2023

: Rs. 0.00/-

:Rs. 10,030.00 /-

:Rs. 0.00 /-

:1. Sanction letter incorporating all sanction terms be issued in applicant and favor of acknowledged copy of the sanction letter having agreed all terms and conditions by the applicants be obtained and held on record. ----- 2. Execute all the documents mentioned in the appraisal note and ensure vetting of the same. -----Before Disbursement Tripartite Agreement to be executed by Applicant, Branch & Builder. 4. Branch to obtain NOC from M/s. Bajaj Housing Finance Limited before 5. disbursement.----As Residence & Employment verification is done by CPV

verification carried out is correct & satisfy upon.---- 6. On receipt of stamped tripartite agreement duly executed and signed by all parties Branch to disburse the loan amount directly to the seller /builder by way of DD/BC by quoting Seller AC. No/Escrow a/c No. as per schedule mentioned in sale agreement recovering the applicable margin in each stage after complying the terms and conditions of sanction and after conducting pre disbursement inspection----- 7. Pre disbursement inspection of the property is to be conducted. 8. Before registration of Sale Deed, draft Sale Deed has to be vetted by our panel advocate. ---- 9. After receiving of sale deed of the flat, branch should create mortgage in banks favour and should register the mortgage with concerned SRO office and charge should be noted in CERSAI portal. ----- 10. Branch to obtain property tax mutation in the name of the applicant. -----11. Branch to comply with the guidelines mentioned circular no BCC: BR: 112:414, Dated 14.07.2020 to ensure due diligence of owner/ obtaining seller KYC at the time of creation of mortgage. All bills and payment to the builder to be kept on record. End use of fund to be verified by branch by conducting inspection. ----- 12. Branch to ensure that margin money is routed through customer accounts only. ---- 13. Branch to complete vetting of documents by our panel advocate and meticulously follow instructions made by our panel advocate. All documents including the E.M. are to be vetted by our panel advocate. ---- 14. Branch ensure to obtain

latest EC and ensure that there

agency, branch to ensure that

**DISBURSEMENT** 

is no encumbrance, verified and satisfy.---- 15. Branch has to obtain undertaking letter from borrower they will create the mortgage of the property and deposit of sale deed. -----16. Obtaining necessary bills/invoices /completion reports. Branch must strictly ensure end use of funds. 17. Property should be adequately insured. ---- 18. LDOC 90 C to be signed in front of Notary Public and notarized during creation of mortgage. ----- 19. Branch to obtain all the documents which is mentioned in legal report and comply the same. ---- 20. Branch to obtain CERSAI Search report before disbursement and satisfy up on. ---- 21. Branch to ensure compliance of Terms and conditions of Project approval before disbursement. ----- 22. Branch to ensure compliance of guidelines of Cir. no. BCC:BR: 112/525 dated 02-09-2020 for Standard Operating Procedure-Execution and; Verification of Retail Loan Documents and; Mortgages, Cir. no. BCC:BR: 112/499 dated 22-09-2020 for Guidelines on Mortgage and Cir. no. BCC:BR:112/558 dated 22-09-2020 regarding Compliance of all Pre Disbursement Terms and; Conditions by the Disbursement Authority before Disbursement of Credit Facility. -----

### **RISK RATING**

INTERNAL : 102

RATING SCORE INTERNAL

RATING GRADE : HL-8

#### **CIBIL BUREAU SCORES:**

CIBIL BUREAU

SCORE OF :747

APPLICANT
CIBIL BUREAU
SCORE OF :0
COAPPLICANT

AVERAGE CIBIL .747 **SCORE** 

### **Details of Securities offered:**

## PRIMARY RESIDENTIAL FLAT

Details of Securities offered

Equitable Mortgage, of RESIDENTIAL FLAT, bearing Survey Number 31, located at Plot No. -, / Flat No 312, Door No/House -, Nearest Door -, adm. land Sq Feet, Build up Area 640, Carpet Area 536, which is situated at FLAT NO 312 3RD FLOOR IN BLOCK NO A COMPLEX NAMED AS BLOOMDALE RESIDENCY AT, GENOME VALLEY FORMING PART OF SY NO 31 SITUATED AT MURAHARIPALLY VILLAGE UNDER YADARAM GRAMPANCHAYAT SHAMIRPET MANDAL MEDCHAL MALKAJGIRI DISTRICT,-, Municipality, City District K.V.RANGAREDDY, State/Region Medchal, TELANGANA, Country INDIA, PINCode 500078, belonging toTINA AGARWAL & ANMOL AGARWAL. Boundary Description East: OPEN TO SKY, West: 5 FT WIDE CORRIDOR, North: OPEN TO SKY, South: FLAT NO 313 &

**OPEN TO SKY** 

#### **SECURITY DOCUMENTS:**

- 1. Attendance Sheet
- 2. Auto Recovery SI
- 3. Credit Appraisal Note Final
- 4. Declaration\_Cum\_Undertaking
- 5. ECS Mandate
- 6. HL TRIPARTITE AGREEMENT
- 7. LDOC 1 Attestation Memo
- 8. LDOC 23(A) Term Loan agreement
- 9. LDOC 57 Letter of instalment with accelaration clause
- 10. LDOC 90 (A) Memorandum of Entry (in case of mortgage of Individuals Property)
- 11. LDOC 90 (C) Declaration in the matter of mortgage by deposit of title deeds in respect of immovables
- 12. LDOC 90 (D) Letter of confirmation of mortgage
- 13. LETTER OF UNDERTAKING for Post Dated Cheques
- 14. Sanction Letter
- 15. Welcome Letter

### **Terms & Conditions:**

- 1. This sanction is valid for six months from the date of sanction
- 2. The unified processing charges at the rate prescribed by the Bank and Good and Service Tax thereon as prescribed by Government of India will be borne by the borrower.
- 3. Bank reserves the right to recall the concessions, if any, if the account is not conducted satisfactory as per stipulated terms of sanction.

- 4. No pre-payment / pre-closure penalty will be levied on Home Loans irrespective of the period for which the account has run or source of funds
- 5. The Bank retains the right to alter any charges or fees from time to time or to introduce any new charges or fees, as it may deem appropriate, with due intimation to the customer.
- 6. During the moratorium period, Borrowers shall ensure that pre-EMI interest is serviced as and when applied in the Loan account.
- 7. The amount of the loan shall be utilised strictly for the purpose detailed in the manner.
- 8. The House/flat shall be insured comprehensively for the market value (excluding cost of land) covering fire, flood, earthquake etc. Cost of the same shall be borne by the borrower
- 9. The Bank will have the right to inspect the borrower's property by an officer of the Bank or a qualified auditor or a technical expert as decided by the Bank as and when required and the charges thereof will be borne by the borrower.
- 10. Borrower to create and register Equitable Mortgage by deposit of title deeds in favour of our Bank and ensure that Bank's Lien there under is registered with concerned SRO and also under CERSAI; within 30 days of the sanction bearing the charges incurred there for.
- 11. Equated monthly instalments are fixed for the convenience of the borrower, whereby interest payable towards the loan is spread over the entire term of repayment fixed. The repayment of all such equated monthly instalment will not be construed as full repayment /settlement of loan account. On payment of all equated monthly instalments, residual amount if any, in the account due to debiting of overdue / penal interest / additional interest as a consequence of revision in interest rates, other incidental charges shall be paid separately by the borrower
- 12. Disbursement of loan will be made on fulfillment of terms and conditions to Bank's satisfaction.
- 13. The Borrowers to bring in margin money, being his own contribution towards the cost of flat, from own sources and if the margin money is met from outside borrowings, the loan will be liable to be rejected at any time at the discretion of the Bank. Any disbursement made at/up to the time of knowing the fact by Bank, may be recalled and interest with penal interest as applicable for commercial borrowings from time to time may be recovered from the borrower till Bank's loan is fully repaid.
- 14. The Loan will be disbursed only on the conditions that all the security documents prescribed have been executed by applicant/ co-applicant(s)/ guarantor (s) and all nescessary statutory compliance are in place.
- 15. Bank may disburse the quantum of loan in lump sum or in installments at its own discretion depending on the level of construction of the house / flat as acceptable to Bank
- 16. Bank will disburse loan amount directly to the builder /seller/society as the case may be and as requested/ specified / directed by the customer to the Bank at the time of each disbursement. Bank shall not be responsible / liable in any manner whatsoever for the delay by the customer in providing such request / specification / direction to Bank and the customer shall not claim any costs, charges and expensed in any relation to any non-disbursal by Bank due to any such delay by the customer
- 17. Bank reserves the right to collect any tax if levied by the State / central Government and/ or any other authorities in respect of this transaction.

- 18. The construction of the flat /house or the modification/ extension proposed by the borrower in the existing house/flat should be strictly according to the plan approved by the local authorities / town planning / development authorities. Any modifications desired in the plan as originally approved, can be undertaken only after express sanction for it has been obtained from the appropriate authority.
- 19. Borrower to submit original copy of agreement for sale/sale deed along with registration fee receipt in original issued by the Sub Registrar of Assurance and original receipt for stamp duty paid to be lodged with the Bank.
- 20. Borrower to submit original receipt for payment made to the Seller / Builder
- 21. The liability to the Bank will be extinguished only when the outstanding in the loan acount becomes nil, on payment of redidual amount, if any
- 22. Borrower to submit share certificate issued by the society duly transferred in his / her name.
- 23. As per Financial Bill of 2013, TDS is applicable on sale of immovable property wherein the sale consideration of the property exceeds or is equal to Rs.50.00 lacs. Section 194 1A of the IT Act, 1961 states that for all transactions w.e.f June 1, 2013 Tax @ 1% should be deducted by the purchaser of the property at the time of making payment of sale consideration and the proof to be submitted to the branch.
- 24. The sanctioned plan shall not be violated. Construction shall be strictly as per the sanctioned plan and it shall be the sole responsibility of the borrower to obtain completion certificate within -3- (Three) months of completion of construction, failing which the bank shall have the power and the authority to recall the entire loan with interest, costs and other usual bank charges.
- 25. The unified processing charges at the rate prescribed by the Bank and Service Tax and Education Cess thereon as prescribed by Government of India will be borne by the borrower.
- 26. Borrower to give an affidavit cum undertaking that he/she shall not violate the sanctioned plan, construction shall be strictly as per the sanctioned plan and it shall be the sole responsibility of the executant to obtain completion certificate within -3- (Three) months of completion of construction, failing which the bank shall have the power and the authority to recall the entire loan with interest, costs and other usual bank charges.
- 27. The sanctioned plan shall not be violated. Construction shall be strictly as per the sanctioned plan and it shall be the sole responsibility of the borrower to obtain completion certificate within -3- (Three) months of completion of construction, failing which the bank shall have the power and the authority to recall the entire loan with interest, costs and other usual bank charges.
- 28. Borrower to submit a copy of completion certificate issued by the competent authority on completion of the construction
- 29. Borrower to submit original copy of agreement for sale/sale deed along with registration fee receipt in original issued by the Sub Registrar of Assurance and original receipt for stamp duty paid to be lodged with the Bank.
- 30. Rate of interest is linked to RBI Repo. The RBI Repo rate prevailing on the date of disbursement will be applicable till the next reset date. Interest shall be reset every month. Any change in the RBI Repo Rate during a month will take effect from the beginning of the following month.

- 31. The Rate of interest will be reviewed annually at the time of review of the account. The rate of interest will be revised based on the Bureau score of the borrower and the applicable RBI Repo Rate at the time of review. Period of loan will be adjusted as per increase/decrease in rate of interest, keeping EMIs at fixed level till full repayment subject to the condition that total/extended tenure of the loan does not go beyond the maximum period permissible under the scheme as per guidelines.
- 32. Salary Account will not be changed without Banks consent
- 33. Salary Account will not be changed without Banks consent
- 34. After completion of project, Nodal Agency will execute sales deed & borrower will create mortgage in favour of bank
- 35. Penal interest @ 2% p.a. will be charged for non-payment / delayed payment on overdue amount for overdue period ./ breach/violation/non-compliance of any terms & conditions of the sanction .
- 36. Penal interest @ 2% p.a. will be charged for breach/violation/non-compliancen of terms and condition of the sanction for the period in default.

## **Justification for Sanction:**

"Branch is advised to adhere KYC norms related to opening of loan account and verifying the true borrowers as per photograph affixed on the loan application as per Circular No. BCC: RB: 99:85 dated 13.01.2007. "Branch to follow all the conditions mentioned in the Legal Opinion Report as part of compliance. "Branch to ensure compliance of guidelines mentioned in Home Loan Master Circular BCC: BR:113/355 dated 21.06.2021. "ECS Mandate as per extant guidelines to be obtained. Latest Inspection of the property to be done before disbursement and copy to be held on record along with photograph. ' Branch to ensure that property charged to our Bank is adequately insured with Bank clause. Branch to ensure that all the statutory approvals are in place with respect to property. "Loan to be released after ensuring/collecting margin from the customer. " Branch has to ensure that there are no direct or indirect liabilities, claims, encumbrances or litigation pending and that the subject property is free from all charges before disbursement. "Branch to explore the possibility of opening of Applicant Salary Account with our Bank on best effort basis. " CERSAI charge to be created and Asset ID to be noted. " Branch is advised to obtain: -Mutation Copy in the name of applicants and; Occupancy Certificate once sale deed is executed. "Branch to create registered equitable mortgage in favor of our Bank and ensure noting of our charges in SRO/CERSAI. " After creation of sale deed in the name of Mrs. Tina Agarwal & Mr. Anmol Agarwal, branch must obtain Mutation copy in their favor. "Branch to obtain periodical Property Tax receipts. " In case the flat is rented out in future, rent should be credited to the SB account of the borrower with us. "Branch to ensure the continuity of the applicants employment and regular source of income for intervene period. "Branch to ensure that all guidelines of Baroda Home Loan are satisfied. Based on the satisfactory reports of the inspecting officer, panel valuer, panel advocate, value of the security and repaying capacity of the applicant, term loan of Rs.27.71 Lakhs under Baroda Home Loan scheme may be sanctioned as recommended for a period of 302 months on the aforesaid terms and conditions.

यह सुविधा आपको वार्षिक समीक्षा के अधीन 302 माह की अविध के लिये प्रदान की गई है. बैंक के पास यह अधिकार सुरक्षित होगा कि वह इस सुविधा को वापस ले ले अथवा अपने नियम व शर्तों में कभी भी परिवर्तन कर सके. बैंक को यह भी अधिकार होगा कि किसी नियम व शर्तों का अनुपालन न करने या उल्लंघन करने, कोई सूचना/विवरण के गलत पाये जाने अथवा ऐसे स्थिति के उभरने जिसमें बैंक की राय में ऋण/ सुविधा को जारी रखना बैंक के हितों के विरुद्ध होगा, बैंक द्वारा बिना कोई कारण बताए सुविधा/ऋण को बंद करने का अधिकार होगा.

The facility is granted to you for a period of 302 months, subject to annual renewal, the Bank reserves the right to recall the facility or alter the terms and conditions at any time, during the currency of the facility. Bank also reserves the right to discontinue the facility/advance and to with-hold/stop any disbursement, without giving any notice in case of non-compliance/breach of any of the terms and conditions stipulated herein, or any informations / particulars furnished to us found to be incorrect or in case of any development or situations wherein in the opinion of the Bank, its interest will be/ is likely to be prejudicially affected by such continuation or disbursements.

यदि आपको उपर्युक्त नियम व शर्तें स्वीकार्य हैं तो कृपया इस पत्र पर इस आशय के अपने हस्ताक्षर के बाद इसे हमें वापस कर दें कि आपको इस स्वीकृति के सभी नियम व शर्त स्वीकार्य है.

If the above terms and conditions are acceptable to you, kindly arrange to return a copy of this letter duly signed, for having found acceptable/accepted the terms and conditions of sanction

भवदीय Yours faithfully,

शाखा प्रबंधक Branch Manager

स्वीकार किया गया Accepted

> ( MR. ANMOL AGARWAL ) ऋणकर्ता /Borrower

स्थान Place दिनांक Date

> ( MRS. TINA AGARWAL ) सहऋणकर्ता /Co-Borrower