

Cov. 162

LETTER OF SANCTION TO THE BORROWER

Ref: ADV/

Retail-00001415140-LMS

Place:

MG ROAD, SECUNDERABAD

Date:

28-07-2022

To,

MR. SRINIVAS RAO KODUKULA & MR. SUDARSHAN KODUKULA

1-10-2/193 AND 195/VD, 201 VISTA HOMES, SHUBHODAYA COLONY, KUSHAIGUDA,

SHUBHODAYA COLONY,

SECUNDERABAD,

SECUNDERABAD, HYDERABAD TELANGANA - INDIA . 500062

Dear Sir / Madam,

RE: Your request for Baroda Home Loan - Baroda Home Loan of Rs. 12,20,000.00/-

With reference to your application dated 18-07-2022, 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 LOAN

:@PURCHASE OF HOUSE FLAT APARTMENT ETC

NAME OF THE SPECIFIC SCHEME :Baroda Home Loan

FACILITY

·Demand Loan

TOTAL COST

:Rs. 78,50,000.00

LIMIT REQUESTED

:Rs. 12,20,000.00/-

PERMISSIBLE LIMIT

:Rs. 12,20,000.00/-

Insurance Company:

NA

Insurance Scheme:

NA

INSURANCE PREMIUM AMOUNT: NA

:NA

INSURANCE PREMIUM AMOUNT

ACTUAL MARGIN:

Applicable Rate of Interest is 7.50%, per annum, which is a sum of RBI Repo Rate: 4.90 % (at present),

Mark Up of: 2.55 % (at present),

RATE OF INTEREST

Credit spread of 0.00% (at 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

:27months

MORATORIUM

REPAYBLE IN

:27 months by Equated Monthly Installment Payment

EMI

:Rs. 49,246.00/-

COMMENCING FROM

: ONE MONTH AFTER FIRST DISBURSEMENT

Installment Commencement Date(DD

/MM/YYYY)

PROCESSING CHARGES **UPFRONT CHARGES**

DEVIATION CHARGES

: 04-09-2022

: Rs. 0.00/-

:Rs. 10,030.00 /-

:Rs. 0.00 /-

:Branch to verify the RERA website at the time of disbursement and ensure no adverse remarks are noted. 2. Branch to fulfil terms and conditions mention in deviation note. 3. Branch to verify seller KYC at the time of disbursement. 8. Tripartite Agreement to be executes between Bank, Borrower and; builder. 9. Branch to issue a sanction letter incorporating all sanction stipulations and acknowledgement of the applicant is to be obtained there on. 10. Before registration, Draft sale deed is to be vetted by panel advocate. 11. Pre disbursement inspection of the property is to be conducted. 12. Branch to ensure to create Equitable Mortgage after registration of Sale Deed as per Banks norms and registering with CERSAI to be done immediately. 13. Disbursement amount of loan directly to the vendor/sellers escrow account in stages after physical verification, depending on the progress of construction and; as per agreement. 14. Branch to carry out pre disbursement inspection before release of each disbursement. 15. Final instalment is to be released after completion of house and after obtaining completion certificate. 16. After completion, latest valuation report to be obtained. 17. Before every disbursement branch to conduct satisfactory site inspection. 18. Branch has to ensure that the construction is done as per sanction plan during site visit. 19. Margin as per sanction needs to be ensured at every stage of disbursement. 20. LDOC 90 (C) declaration in the matter of mortgage by deposit of title deed should be notarized after creation of mortgage. 21. Branch to obtain the documents which are mentioned in legal opinion and; comply the same. 22. Branch to follow the guidelines of mortgage as per the circular BCC: BR: 112 /499 dated 24.08.2020. As per the guidelines conveyed vide Circular No. BCC:BR:113/87 (implementation of NACH), Branches have to adopt prefixed specific EMI dates ie.4th or 10th

DISBURSEMENT

RISK RATING

INTERNAL RATING SCORE INTERNAL RATING GRADE CIBIL BUREAU SCORES:

CIBIL BUREAU SCORE OF

APPLICANT

CIBIL BUREAU SCORE OF

COAPPLICANT

AVERAGE CIBIL SCORE

: 114

: HL-6

:789

:773

:781

Details of Securities offered:

PRIMARY LAND & BUILDING - HOUSE

Equitable Mortgage, of LAND & BUILDING - HOUSE, bearing Survey Number 11,12,14,15,16,17,18,294, located at Plot No. 162, / Flat No -, Door No/House -, Nearest Door -, adm. land Sq Meter, Build up Area 2040, Carpet Area 1530, which is situated at PLOT NO 162 ADM ABOUT 161 SQ YDS ALONGWITH

Details of Securities offered

VILLA CONSTRUCTED THEREON IN THE HOUSING PROJECT NAED AS, SILVER OAK VILLAS FORMING A PART OF SY NO 11,12,14,15,16,17,18,294 OF CHERLAPALLY VILLAGE GHATKESAR MANDAL, GHATKESAR, Municipality, City OTHER, District OTHER, State/Region TELANGANA, Country INDIA, PINCode 501031, belonging to MR. K SRINIVASA RAO AND MR. K SUDARSHAN Boundary Description East: PLOT NO 183, West: 30 WIDE ROAD, North: PLOT NO 161, South: PLOT NO 163

SECURITY DOCUMENTS:

- 1. Attendance Sheet
- 2. Credit Appraisal Note Final
- 3. Declaration Cum Undertaking
- 4. ECS Mandate
- 5. Executive Summary Deviation Home Loan
- 6. In Principle
- 7. LDOC 1 Attestation Memo
- 8. LDOC 23(A) Term Loan agreement
- 9. LDOC 3a DP Note for Joint borrowers
- 10. LDOC 57 Letter of instalment with accelaration clause
- 11. LDOC 90 (A) Memorandum of Entry (in case of mortgage of Individuals Property)
- 12. LDOC 90 (C) Declaration in the matter of mortgage by deposit of title deeds in respect of immovables
- 13. LDOC 90 (D) Letter of confirmation of mortgage
- 14. LETTER OF UNDERTAKING for Post Dated Cheques
- 15. Sanction Letter
- 16. Welcome Letter

Terms & Conditions:

- 1. Salary Account will not be changed without Banks consent
- 2. Salary / Other employee benefits will be credited to BOB Salary A/c
- 3. Salary Account will not be changed without Banks consent
- 4. 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 .
- 5. 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.
- 6. This sanction is valid for six months from the date of sanction
- 7. 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.
- 8. Bank reserves the right to recall the concessions, if any, if the account is not conducted satisfactory as per stipulated terms of sanction.

- 9. 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
- 10. 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.
- 11. During the moratorium period, Borrowers shall ensure that pre-EMI interest is serviced as and when applied in the Loan account.
- 12. The amount of the loan shall be utilised strictly for the purpose detailed in the manner.
- 13. Since the applicant/s have given their Power of Attorney to execute the documents on their behalf, he/she/they have to ratify the same by signing the loan documents on their first next visit to India but within one year from the date of execution of the documents by the General Power of Attorney holder. But, till then, they have to ratify the execution of the documents and charging the security by the GPA holder by confirming in writing that the GPA was in force and effect and not withheld /withdrawn/cancelled as on the date of execution of the documents.
- 14. 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
- 15. 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.
- 16. 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.
- 17. 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
- 18. Disbursement of loan will be made on fulfillment of terms and conditions to Bank's satisfaction.
- 19. 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.
- 20. 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.
- 21. 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
- 22. 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

- 23. 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.
- 24. 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.
- 25. 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.
- 26. Borrower to submit original receipt for payment made to the Seller / Builder
- 27. 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
- 28. Borrower to submit share certificate issued by the society duly transferred in his / her name.
- 29. 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.
- 30. Borrower to construct house within -3 years or upto the period allowed by Development authority, whichever is earlier, from the date of purchase of plot. In case the borrower fails to construct the house within a period of three years from the availment of the loan, commercial rate of interest (BRLLR plus maximum band declared by the Bank for the purpose prevailing at the time of default) will be charged from the date of first disbursement.
- 31. In case the borrower pre closes the Home Loan account without completing the construction within a period of -3- years form the availment of Home Loan, commercial rate of interest (BRLLR plus maximum band declared by the Bank for the purpose prevailing at the time of default) will be charged from the date of first disbursement.
- 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. If borrower pre-closes the loan account without starting the construction within a period of three years from the availment of the loan, commercial rate of interest (Base Rate plus maximum band declared by the Bank) will be charged from the date of first disbursement
- 34. 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.
- 35. 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.

- 36. 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.
- 37. Borrower to submit a copy of completion certificate issued by the competent authority on completion of the construction
- 38. 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.
- 39. All other collaterals charged to the previous Bank / HFC will also be made available as security to our bank
- 40. The borrower to address a letter to the Bank / HFC from whom finance have been availed stating that the Bank / HFC will deliver the title deeds to our bank upon receipt of the loan amount.
- 41. The borrower to address a letter to the Bank / HFC from whom finance have been availed stating that the Bank / HFC will deliver the title deeds to our bank upon receipt of the loan amount.
- 42. 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.
- 43. 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.
- 44. Salary / Other employee benefits will be credited to BOB Salary A/c

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 obtaining sale deed in the name of Applicant, branch must obtain Mutation copy in branchs 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. 12.20 lacs under Baroda Home Loan Scheme may be sanctioned as recommended for a period of 27 months on the aforesaid terms and conditions

यह सुविधा आपको वार्षिक समीक्षा के अधीन 27 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 उल्लंधन 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 27 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 शर्ते 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. SRINIVAS RAO KODUKULA) ऋणकर्ता /Borrower

स्थान Place दिनांक Date