

# LETTER OF SANCTION TO THE BORROWER

Ref: ADV/

Retail-00001168191-LMS

Place:

MG ROAD, SECUNDERABAD

Date:

19-02-2022

To.

MR. SURYA PRASAD RAO BANGARU

& MRS. B SHAILAJA RANI

3-127/90/20, STREET NO.14, ROAD NO. 3,

MANIKANTA NAGAR, BODUPPAL,

MANIKANTA NAGAR,

UPPAL,

BODUPPAL, K.V.RANGAREDDY

TELANGANA - INDIA . 500092

Dear Sir / Madam,

RE: Your request for Baroda Home Loan - Baroda Home Loan of Rs. 50,00,000.00/-

With reference to your application dated 20-01-2022, 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** 

:Term Loan

TOTAL COST

:Rs. 98.00,000.00

LIMIT REQUESTED

:Rs. 50,00,000.00/-

PERMISSIBLE LIMIT

:Rs. 50,00,000.00/-

Insurance Company:

NA

Insurance Scheme:

NA

INSURANCE PREMIUM AMOUNT: NA

INSURANCE PREMIUM AMOUNT

:NA

**ACTUAL MARGIN:** 

RATE OF INTEREST

48.98 %

Applicable Rate of Interest is 6.80%, per annum,

which is a sum of RBI Repo Rate: 4.00 % (at present),

Mark Up of: 2.50 % (at present),

Credit spread of 0.25% (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

:172 months

MORATORIUM

:6

REPAYBLE IN

:166 months by Equated Monthly Installment Payment

**EMI** 

:Rs. 46,555.00/-

COMMENCING FROM

: After completion of moratorium of 6 months

Installment Commencement Date(DD

/MM/YYYY) PROCESSING CHARGES **UPFRONT CHARGES DEVIATION CHARGES** 

: 04-09-2022

: Rs. 0.00/-

:Rs. 10,030.00 /-

:Rs. 1,770.00 /-

: 1. Sanction letter incorporating all sanction terms be issued in favour of applicants and acknowledged copy of the sanction letter having agreed all terms and conditions by the applicants be obtained and held on record. ----- 2. Execute tripartite agreement among bank, borrowers and; builder before disbursement of loan----- 3. Execute all the documents mentioned in the appraisal note and ensure vetting of the same. ----- 4. On receipt of stamped tripartite agreement duly executed and signed by all parties. Payment of Rs.50.00 lacs to be made 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/Tripartite duly recovering the applicable margin in each stage after complying the terms and conditions of sanction and after conducting pre disbursement inspection in each stage of disbursement. ----- 5. Pre disbursement inspection of the property is conducted. 6. Before registration of Sale Deed, draft Sale Deed has to be vetted by our panel advocate. ---- 7. 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. -----. 8. Branch to obtain property tax mutation in the name of the applicant. ----- 9. 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 by conducting inspection. ----- 10. Branch to ensure that margin money is routed through customer accounts only. ----- 11. 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. --- 12. Branch ensure to obtain latest EC and ensure that there is no encumbrance, verified and satisfy.---- 13. Branch has to obtain undertaking letter from borrower they will create the mortgage of the property and deposit of sale deed. ----- 14. Obtaining necessary bills/invoices /completion reports. Branch must strictly ensure end use of funds. 15. Property should be adequately insured. ---- 16. Supplementary legal opinion needs to be obtained after the mutation of the property in the name of the applicants. ----- 17. LDOC 90 C to be signed in front of Notary Public and notarised during creation of mortgage. ----- 18. Branch to obtain all the documents which is mentioned in legal report and comply the same. -----19. Branch to obtain CERSAI Search report before disbursement and satisfy up on .---- 20. Branch to ensure that at the time of disbursement RERA site to be visited by branch to ensure that there is no adverse observation/penalty/violation to the project /builder a per the circular BCC:BR:112/449, dated 30.07.2020. ----- 21. Branch to ensure compliance of Terms and conditions of Project approval before disbursement. ----- 22. Branch to

DISBURSEMENT

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 RATING SCORE INTERNAL RATING GRADE : 98 : HL-8

CIBIL BUREAU SCORES:

CIBIL BUREAU SCORE OF

:738

**APPLICANT** 

CIBIL BUREAU SCORE OF

:705

COAPPLICANT

:738

AVERAGE CIBIL SCORE

# Details of Securities offered:

# PRIMARY LAND and; BUILDING - HOUSE

Equitable Mortgage, of LAND and; BUILDING - HOUSE, bearing Survey Number 11,12,14,15,16,17,18 and; 294, located at Plot No. 179 Type A1, / Flat No -, Door No/House -, Nearest Door -, adm. land Sq Feet, Build up Area 2040, Carpet Area 1741, which is situated at Cherlapally Village, Ghatkeasar Mandal, , Medchal-Malkajgiri District (Formerly Known as Ranga Reddy District), ,-,Municipality, City ankireddipalli, District K.V. RANGAREDDY, State/Region TELANGANA,CountryINDIA, PINCode501301, belonging toMr. Surya Prasad Rao Bangaru and Shailaja  $\mathbf{B}$ 

Boundary Description East: 30-Wide Road, West: Plot No: 166,

North: 30-Wide Road, South: Plot No: 178

Details of Securities offered

### SECURITY DOCUMENTS:

- 1. Attendance Sheet
- 2. Credit Appraisal Note Draft
- 3. Credit Appraisal Note Final
- 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 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. 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.
- 9. 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
- 10. The Bank will have the right to inspect the borrowerandapos;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.
- 11. Borrower to create and register Equitable Mortgage by deposit of title deeds in favour of our Bank and ensure that Bankandapos;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.
- 12. 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
- 13. Disbursement of loan will be made on fulfillment of terms and conditions to Bankandapos;s satisfaction.
- 14. 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 Bankandapos;s loan is fully repaid.

- 15. 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.
- 16. 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
- 17. 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
- 18. 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.
- 19. 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.
- 20. 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.
- 21. Borrower to submit original receipt for payment made to the Seller / Builder
- 22. 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
- 23. Borrower to submit share certificate issued by the society duly transferred in his / her name.
- 24. 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.
- 25. 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.
- 26. 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.

- 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. 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
- 29. The interest on the amount of the Loan will be applied at the prevailing rate per annum on daily reducing balance with monthly rests.
- 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. 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.
- 32. Borrower to submit a copy of completion certificate issued by the competent authority on completion of the construction
- 33. 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.
- 34. All other collaterals charged to the previous Bank / HFC will also be made available as security to our bank
- 35. 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.
- 36. 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.
- 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. 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 and; conditions of the sanction .

41. 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.

यह सुविधा आपको वार्षिक समीक्षा के अधीन 172 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 उमरने 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 172 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. SURYA PRASAD RAO BANGARU ) ऋणकर्ता /Borrower

स्थान Place दिनांक Date

( MRS. B SHAILAJA RANI )