

Request-98

From,

S.S. Gautam,
Deputy Registrar,
High Court of Judicature at
Allahabad.

To,

The District Judge,
Lucknow.

94. No. 4407/IV-3707/ Admin (A-4) / Dated 11-03-2016

Subject:- Information, submitted by Sri Kailash Kumar, Additional Civil Judge (Senior Division)/ACJM, Lucknow about allotment/ booking of flat no. E-102 situated at Delhi-99, Near Koyal Enclave in Ghaziabad (U.P.) by M. R. Proview Realtech Pvt. Ltd.

Sir,

With reference to your endt. no. 533/I-P.F. dated 15.02.2016 on the above subject, I have to say that Sri Kailash Kumar, Additional Civil Judge (Senior Division)/ACJM, Lucknow may kindly be asked to submit information about purchase of flat on completion of the transaction also along with a copy of the sale deed of the flat and other relevant papers, in the light of the directions contained in Court's Circular letter no. 25/ Admin (A) dated 13.07.1998, for taking further necessary action in the matter.

Yours faithfully

Banwar
4.3.16

Deputy Registrar

95. No. 4408 /IV-3707/ Admin (A-4) / Dated 11-03-2016

Copy forwarded for information and necessary action to Sri Kailash Kumar, Additional Civil Judge (Senior Division)/ACJM, Lucknow.

Banwar
4.3.16
Deputy Registrar

DRCM

May issue?

D
04/3/16

S. S. Gautam
04-3-16
S.O.

Request-98

19-2-16

11 पैल जमाल हस्त
16-2-16

TP-11

Register No.	3602
File No.	17/3707
Serial No.	89

29/2/16-2/3/16
3-3-16

प्रेषक,

कैलाश कुमार
अपर मुख्य न्यायिक मजिस्ट्रेट,
कक्ष संख्या-26, लखनऊ।

सेवा मे,

माननीय महानिबन्धक,
उच्च न्यायालय,
इलाहाबाद।

द्वारा,

श्रीमान जनपद न्यायाधीश,
लखनऊ।

विषय- फ्लैट बुक कराने के सम्बन्ध में सूचना।

महोदय,

ससम्मान अवगत कराना है कि मेरे द्वारा अपनी पत्नीके साथ संयुक्त रूप से एक फ्लैट बुक कराया गया है जिसकी रजिस्ट्री अभी नहीं हुई है न ही अंतरण व कब्जा हमारे नाम से हुआ है। उक्त फ्लैट के सम्बन्ध में एस.एल.नं.25/एडमिन(ए) दिनांक 13.7.99 के अनुसार निम्नलिखित सूचना प्रेषित की जा रही है।

मेरी सेवा नियुक्ति तिथि 29.5.2009 हैं इस समय मेरा सकल वेतन रू0 90571/- है तथा कटौतियों के उपरान्त शुद्ध वेतन रू0 72514 है। माननीय उच्च न्यायालय से मेरे द्वारा कोई ऋण नहीं लिया गया है। मेरे द्वारा बुक कराये गये फ्लैट का विवरण नं.102 ब्लॉक-ई पहली मंजिल तथा साइज 1365 स्क्वायर फिट है जो प्रोजेक्ट दिल्ली 99 नजदीक क्रेडल एनक्लेव, आवास विकास के सामने, भौपुरा टिला मोड, गाजियाबाद, उ.प्र. में स्थित है। फ्लैट की कुल कीमत 36,70,870 रुपये है जिसके बुकिंग के समय 5,67,644 रु. मेरे मेरी पत्नी के द्वारा बचत से चुकाए गए है।

मेरे व मेरी पत्नी के द्वारा संयुक्त रूप से 25 लाख का लोन एस.बी.आई. बैंक 18, रोहिणी शाखा दिल्ली से लिया गया है जिसकी 240 किश्तें प्रति माह 25,000 रु. हैं तथा भुगतान मेरे वेतन खाता संख्या-30795985089 से किया जा रहा है।

डीलर का पूरा पता M/S M.R.Proview Real tech pvt.Ltd, 90 नं. एनक्लेव, विकास मार्ग, दिल्ली 110092 है।

डीलर रेगुलर व प्रतिष्ठित है। डीलर से मेरा कोई सम्बन्ध नहीं है न ही डीलर का कोई केस मेरे द्वारा निर्णीत किया गया है न ही मेरे न्यायालय में डीलर का कोई केस खंबित है।

762
16-2-2016

617
So Admn H/A

DR(M)
18-2-16

15

DR(M)
withal sheet

17 FEB 2016

Ms. Archana
19/2/16
04.03.16

उपरोक्त बुक किए गए फ्लैट से संबंधित कागजात संलग्न किये जा रहे है।
कब्जा तथा रजिस्ट्री होने पर माननीय न्यायालय को भेरे द्वारा अलग से सूचित कर दिया
जायेगा। अतः आपसे विनम्र निवेदन है कि उपरोक्त सूचना माननीय न्यायालय के समक्ष
रखने का कष्ट करे।

सादर,

दिनांक 12/2/16

भवदीय,


(कैलाश कुमार)

अपर मुख्य न्यायिक मजिस्ट्रेट,
कक्ष संख्या-26, लखनऊ।

संलग्नक-

- 1- बुकिंग एप्लीकेशन फार्म की छाया प्रति (एक प्रति)
- 2- ट्राई पार्टी एग्रीमेन्ट की छाया प्रति (पांच प्रति)
- 3- बैंक लोन एग्रीमेन्ट की छाया प्रति (तीन प्रति)

कायस्थान ननपद न्यायाधीश, लखनऊ

कैस. 533/I-PA द.क. 15-2-16

कायस्थान ननपद न्यायाधीश, लखनऊ

कायस्थान ननपद न्यायाधीश, लखनऊ

12/02/16

Request-98

Date of Booking

M.R. PROVIEW

Delhi



Delhi 99

CITY OF GARDENS
APPLICATION FORM



Name(s): KAILASH KUMAR
Father/Husband Name: Late Shri BUDH SINGH
Address: A-7/108, sector-18
Rohini Delhi-89
Telephone: 9971089322, 9412210285
Email: KK1209 Judge@gmail.com
PAN CARD No.: _____
Date of Birth: 12-09-1971

Name(s): Mrs. MEENA RANI
Father/Husband Name: KAILASH KUMAR
Address: — same —
Telephone: 9711583887
Email: _____
PAN CARD No.: _____
Date of Birth: 04-05-1975

Flat No. 102 Block F Floor 1st Size 13.65 sq.ft.
Basic Sales Price ₹ 2328 per sq.ft. 31,77,720

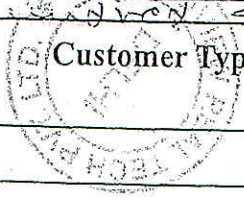
PREFERENTIAL LOCATION CHARGES	
Corner	
Park Facing	<u>68,250/-</u>
Road Facing	
Ground Floor	
1st Floor	<u>1,09,200/-</u>
2nd Floor	
3rd Floor	
4th Floor	
5th Floor	
Central Avenue	
Lawn/Garden/Terrace	
TOTAL	<u>1,77,450/-</u>

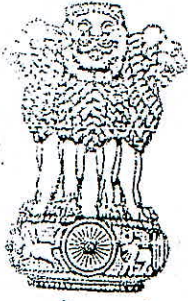
Club Membership	₹ 75,000/-
Open Parking	₹ 2,00,000/-
Covered Parking (Basement)	₹ 2,50,000/-
Power Backup (1 kva)	₹ 20,000/-
TOTAL	<u>7,00,000/-</u>

E.D.C.	₹ 120/- per sq. ft.	₹ 180/- per sq.ft.
E.E.C.	₹ 20/- per sq. ft.	
F.F.C.	₹ 20/- per sq. ft.	
I.F.M.S	₹ 20/- per sq. ft.	
TOTAL	<u>2,45,700/-</u>	

TOTAL (A+B+C+D) 36,70,870
GRAND TOTAL _____
TOTAL AMOUNT IN WORDS Thirty six Lacs Seventy thousand eight
hundred seventy seven

Payment Plan: CLP
Booking Amount 5,67,644
Cheque 863351 Drawn On SBI
DD _____ / Date 20/10/2013
1st Applicant [Signature] 2nd Applicant _____
Authorized Signatory _____





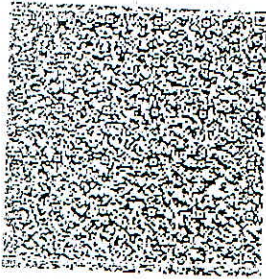
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL70948975752628L
Certificate issued Date	: 30-Sep-2013 01:30 PM
Account Reference	: IMPACC (IV)/ dl792203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL79220339848944182644L
Purchased by	: MR PROVIEW REALTECH PVT LTD
Description of Document	: Article Others
Property Description	: NA
Consideration Price (Rs.)	: 0
	(Zero)
First Party	: MR PROVIEW REALTECH PVT LTD
Second Party	: na
Stamp Duty Paid By	: MR PROVIEW REALTECH PVT LTD
Stamp Duty Amount(Rs.)	: 100
	(One Hundred only)



Please write or type below this line.

TRIPARTITE AGREEMENT

THIS AGREEMENT IS MADE on this..... day of Between Mr. Kailash Kumar S/O Budh Singh/Mrs. Meena Rani W/O Kailash Kumar resident of Flat No-108, Pocket-7, Sector-18, Rohini Delhi-110089 hereinafter referred to as the Party, which shall apply to the context shall mean and include his/her heirs, assigns, administrators and assigns, of the

Kailash
Meena

For MR. PROVIEW REALTECH PVT LTD.

Kailash
 AUTH SIGNATORY

Meena
 AUTH SIGNATORY

Kailash
 C

Kailash

AND

M/s. M.R. Proview Realtech Pvt. Ltd., a Company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 190, Saini Enclave, Vikas Marg, Delhi-110092, hereinafter referred to as the 'Builder', which term shall unless repugnant to the context shall mean and include its representatives, successors, administrators and assigns, of the Party at the Second Part:

AND

State Bank of India, a body corporate, constituted under the State Bank of India Act, 1955, having amongst others one of its Branch Office at hereinafter referred to as the 'SBI', which term shall unless repugnant to the context shall mean and include its successors, administrators and assigns) of the party at the Third Part.

WHEREAS the "BUILDER" is the absolute owner and in peaceful possession of the residential property bearing no.Flat No. E-102 situated at Delhi-99,Near Koyal Enclave, Opp.Avas Vikas, Bhopura Tila More, Ghaziabad (U.P.) ,and whereas GDA (Name of the development Authority) has sanction building plan vide 98/zone-8/G.H/2012-2013 dated 1/06/2013 to construct a residential apartment on the said property, Whereas "Builder" has taken up construction of residential apartment known as Delhi-99 On the said property.

WHEREAS, the Party at the Second Part shall complete the construction of the flats latest by 36 Month from the date of execution of allotment Agreement i.e. (03/12/2013) and is booking the sale of the unit/apartment. The proposed buyer has to make the payment of the sale consideration and on the payment of the entire sale consideration; the Party at the Second Part shall hand over the possession of the flat to the said proposed buyer.

WHEREAS, the Party at the First Part has booked a flat bearing No. E-102 measuring super area/ built-up area 1365 sq.ft.,(hereinafter referred to as the said flat)in the building which the party at the Second Part shall construct on the above said flat and the Party at the First Part has to pay the entire consideration amount by 36 month from the date of allotment Agreement.

WHEREAS the Party at the First Part has approached the Party at the Third Part for availing a loan of Rs..... /-(Rupees only) to finance the purchase of the said flat. Besides other securities, the Party at the First Part has agreed to create the charge over the said flat along with the proportionate undivided share in the land in favor of the Party at the Third Part. In the absence of proper Conveyance Deed/Sale Deed in its favor, the Party at the First Part is not in a position to create a valid mortgage over the said flat and proportionate share of land in favor the Party at the First Part is not in a position to create a valid mortgage over the said flat and proportionate share of land in favor of the Party at the Third Part.

WHEREAS, the party at the First Part the Party at the Second Part have requested the SBI to disburse the said loan to the Borrower, notwithstanding the fact that the Conveyance Deed/Sale Deed is not executed in favour of the Party at the First Part at this stage, and in

Handwritten signatures and initials

FOR M.R. PROVIEW REALTECH PVT. LTD.
Signature
WITH SIGNATURE WITH SIGNATORY

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request-98

consideration of SBI sanctioning the loan to the Borrower(s) and the Builder have executed this Agreement on the following terms and conditions.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

That the SBI has and shall have the first and paramount lien over the money already paid by the Borrower(s) to the Builder and or whatever amount the Borrower(s) shall pay to the Builder in future for the due repayment of the loan which the SBI shall grant to the Borrower. The charge in favour of SBI shall be first and paramount over the charge which the Builder may have over the said flat.

That the Builder agrees that it has no objection to the Borrower(s) mortgaging the said flat with proportionate share in land to the SBI as security for the said loan agreed to be advanced by the SBI for the purpose of purchase/construction of the said flat. In the event of default which makes the Borrower(s) liable for the repayment of the entire amount outstanding in the said loan as per the terms of the Loan Agreement executed between the Borrower(s) and the SBI, the Builder shall, at the terms of the terms of the Loan Agreement executed between the Borrower(s) and the SBI, the Builder shall, at the call of SBI, be under obligation to cancel the booking and pay all the amounts received by the Builder from the Builder from the Borrower(s) or on behalf of the Borrower(s) to the SBI.

That if for any reason there is any increase/escalation in the cost of the said flat, the increase shall be paid and borne by the Borrower(s) without any reference to the SBI and until such payment is made, the SBI shall have the right to suspend further disbursement of the said loan.

That in the event of the Builder canceling the said booking for any default committed by the Borrower(s) or the project is shelved by the Builder or for any other reason whatsoever, the Builder shall pay the entire amount received from the Borrower(s) to the SBI.

That in the event of failure of the Builder to complete the project, the Builder shall pay the entire money so received by it from the Borrower(s) to the SBI.

That the Builder shall note in its records the charge and lien of SBI over the said flat. The Builder shall not transfer the said flat to any other person without the prior written consent of the SBI.

That on the receipt of the entire consideration amount, the Builder shall execute a proper Conveyance Deed/Sale Deed/Lease Deed in favour of the Borrower. The Builder undertakes to deliver the same along with original registration fee receipt directly to the SBI and not to the Borrower(s). Before the execution of the Sale Deed/ Conveyance Deed/Lease Deed, the builder shall inform the SBI about the same on the completion of the project.

The bank loan disbursed will be deposited to our current A/C No. 32337190105 with SME Branch, State Bank of India, Navyug Market Ghaziabad.

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For M.R. PROVIEW REALTECH PVT. LTD
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AUTH. SIGNATURE

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AUTH. SIGNATURE

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That the Borrower(s) shall also keep informed the SBI about the developments in the project. The Borrower shall notify the SBI the date of taking over the possession of the said flat. In case the Borrower(s) comes into possession of the Conveyance Deed/Sale Deed/Lease Deed, he/she shall immediately deliver the same to the SBI.

That the Borrower(s) assures that he/she will not avail finance from any other Bank or Financial institution in respect of the property or further mortgage/charge the said flat to be allotted to him/her in any manner whatsoever.

That the Borrower(s) shall pay all charges, duties, taxes in respect of the said flat imposed or payable to the Builder and or to Corporation or any other Government Department/Authority in respect of the said flat and the SBI shall not be liable or responsible in any manner whatsoever or howsoever for the same.

That the Borrower(s) agrees and acknowledges to keep the SBI indemnified against any loss or damage incurred by it in the event of failure of the Borrower to honor or meet any of its obligations under this Agreement in connection with the sanctioning of the loan in respect of the said flat.

That during the currency of the loan, the Borrower(s) shall not transfer the said flat to any other person, without the prior written consent of the SBI. The Builder shall not issue the duplicate allotment letter/possession letter to the Borrower(s) without the prior written consent of the SBI.

It is understood that the term 'loan' mentioned herein shall include interest, penal interest, and all other sums payable by the borrower(s) to the SBI.

That in the event of any default by the Borrower(s), the SBI may at its discretion enforce the security by the sale and the Builder shall accept the Purchaser of the said flat in place of the Borrower(s), after the Purchaser complies with the necessary requirements of the Builder in this respect.

That the Builder assures the SBI that the construction shall be completed as per schedule and as per the sanctioned plans and on completion of construction, the title of the flat shall be conveyed in the name of the Borrower(s).

That it is further made clear and understood by all the parties that the non-completion of the project or the happening of any event shall not affect the obligations of the Borrower(s) to repay the loan availed from the SBI.

That the said flat is free from all encumbrances, charges, liens, attachments, trusts, prior agreements, whatsoever or howsoever. The party at first part and second part will not do any act or deed which will affect the security of the flats/or charge created in favor of SBI in any manner whatsoever.

[Handwritten signature]
Neeraj

For M.R. PROVIEW REALTECH PVT. LTD
[Handwritten signature]

[Handwritten signature]

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That there is no order of attachment by the Income Tax Authorities or any other authority under any law for the time being in force nor any notice of acquisition or requisition has been received in respect of the said property.

That this Agreement shall not affect in any manner whatsoever the duties and obligations of the Borrower and the terms and conditions agreed to by the Borrower in the Loan Agreement and other documents executed in favor of SBI shall remain binding upon the Borrower(s).

That in case of acquisition, forfeiture/resumption of the said property, the SBI shall be entitled to get the compensation settled in respect of the said flat and to appear and act before the Collector/Revenue Officer/Estate Officer or any other concerned authorities, to sign any form, to give any statement, affidavit, application on Borrower's behalf, to receive the compensation in its own name and on the Borrower's behalf, to file appeal in any court for the enhancement of the compensation amount, to get the compensation amount enhanced and to receive the same.

In witness whereof the parties hereto have signed this Agreement on the say, month and year first above written.

[Handwritten signature] *[Handwritten signature]*

(BORROWER)

WITNESSES :

- 1. *[Handwritten signature]*
- 2. *[Handwritten signature]*

[Handwritten signature]
AUTH SIGNATORY

[Handwritten signature] (BUILDER)
AUTH SIGNATORY

(SBI)

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

(730)

Request-98

ARRANGEMENT LETTER - MAXGAIN (OD)

To

1) Shri/Shri/Kum
Mr. KAILASH KUMAR S/O. S/O. W/O. H. LATE. SRI BUCHSINGH
HOUSE NO 106, BLOCK A PKT 7, SECTOR 18 ROHINI-110089

2) Shri/Shri/Kum
Mrs. MEENA RANI S/O. S/O. W/O. Mr. KAILASH KUMAR
H NO 108, BLOCK A PKT 7, SECTOR 18 ROHINI-110089
Date:

21 JAN 2014

Branch Name: RACPO Bhuban

3601094266

Madam

HOME LOANS : ₹ 25,00,000.00

With reference to your application for "SBI-Max Gain" Home Loan dated 09/01/2014; we hereby sanction you a "SBI-MaxGain" Home Loan limit (on Overdraft basis) of ₹ 25,00,000.00 (Rupees Twenty Five Lakhs Only) to you, as per the undernoted break-up:

₹ 25,00,000.00
₹ 0.00
Total - ₹ 25,00,000.00

Home Loan
Premium of Home Loan Insurance Cover (if requested)

the following terms and conditions.

2. Purpose :

The loan is sanctioned to you for the purpose of purchase / construction / extension / repairs / renovation of new/second-hand residential house / flat / plot of land hereinafter referred to as the "project") at the following address: FLAT NO- E-102, FLOOR-1ST, TOWER/BLOCK-E, MEASURING 1365 SQ FEET, DELHI 99 PROJECT, M/S. BROWN W REALTECH PVT LTD, NEAR KOYAL ENCLAVE, OPP. AVAS VIKAS, BHOPURA TILA MORE ROAD, SHALIMAR GARDEN, GHAZIABAD, UP

3. Margin : 31.9% of the total cost of the project

4. Interest : Interest will be charged and applied at the rate mentioned below on daily outstanding debit balance in your account at monthly rests :-
Interest on the loan will be charged at 0.15% p.a. over Base Rate which is currently 10% p.a. (The current effective rate being 10.15% p.a.) with monthly rests

The rate of interest is subject to revision from time to time due to (i) changes in Base Rate or (ii) revision even without change in Base Rate and you shall be deemed to have notice of changes in the rate of interest whenever the changes in Base Rate or increase in interest rates where there is no change in Base Rate are either displayed on the Notice Board of the branch or published in news papers/ Bank's website or made through entries of the interest rate charged in the passbook/statement of account furnished to you and you are liable to pay such revised rate of interest. The Bank has the option to reduce or increase the EMI or extend the repayment period or both consequent upon revision in interest rate. In the event of a default in payment or any irregularity in the account, the Bank reserves the right, without prejudice to other remedies, to levy a higher rate of interest as it deems fit.

Concession for maintaining salary account - Concession of 0.15% p.a. is included in the above mentioned interest rate on account of maintenance of your salary account with our Bank. This will be referred as Salary Account concession in this document.

Customer's obligation for continuation of Salary Account concession - In the circumstances like change of job etc., where in salary is not credited by your employer to your account maintained with us, you would be required to issue Standing Instructions to the salary account servicing bank to transfer entire salary credit to your account maintained with us for continuation of Salary Account concession mentioned above. For the limited purpose of continuation of concessions in interest rates, your account with us under this arrangement will be reckoned as pseudo-salary account

Withdrawal of Salary Account Concession - In the event of discontinuation of salary account/pseudo-salary account with us, the Bank shall have the right to withdraw the Salary Account concession mentioned above, and the interest rate shall be revised accordingly. *(Strike Off, if not applicable)

The Bank shall be entitled to charge at its own discretion such enhanced rate of interest on the loan account(s) either on the entire outstanding or on a portion thereof as it may fix for any irregularity including non-observance or non-compliance of the terms and conditions of the advances or any change in the credit rating of the borrower, for such period as the Bank deems it fit and necessary and charging of such enhanced rate of interest shall be without prejudice to the Bank's other rights and remedies. Any concession in interest rate would be applicable for two months from the date of sanction or till the currency of the specific campaign, whichever is earlier.

5. Repayment :

The loan is to be repaid in Equated Monthly Instalment of Rs. 25,000/- commencing from 10/02/14 (Date)

[Signature]
[Signature]
<http://www.pbbulos.com/FinnOneCAS/ReportDynaParam.los>

[Signature]

12/1/2014

...will be reduced on monthly basis... component of EMI (as per annexure)... You liability to the bank will be... when the outstanding in the loan account becomes... together with interest, compound interest... and all... of the said application thereto

...shall be adjusted against the principal only and interest has to be serviced every month. If the interest appears at the end of each... the account will show irregularity. Subsequent amounts credited to the account will first be adjusted towards the irregularity (towards interest... and the drawing power in the overdraft limit will stand reduced accordingly.

7. Pre-closure / Pre-Payment Charges - NIL

8. Security :

The loan will be secured by :
1. Registered mortgage/extension of mortgage of the land and building/flat situated at FLAT NO- E-102, FLOOR-1ST, TOWER/BLOCK-E, MEASURING 1365 SQ... PROJECT, M/S M R PROVIEW REALTECH PVT LTD, NEAR ROYAL ENCLAVE, OPP. AVAS VIKAS, BHQPURA TILA MORE ROAD, SHALINAR GARDEN, UP, GHAZIABAD-NOIDA, 201001, UTTAR PRADESH, INDIA... which the loan has been sanctioned, valued at ₹. belonging to... S/o / W/o / D/o

2. Registered mortgage/extension of mortgage of the land and building/flat situated at... belonging to Shri/Smt./Kum. S/o / W/o / D/o (Guarantor) and Smt/Smt./Kum. S/o / W/o / D/o (Guarantor) in favour of the Bank.

9. Third Party Guarantee of

10. Utilisation of the loan :

The amount of the loan shall be utilized strictly for the purpose detailed in your application and in the manner prescribed. The construction of the house/flat or the modification/extension proposed by you in the existing house/flat should be strictly according to the plan approved by the Local Authorities/Town Planning and development authorities. Any modification desired in the scheme as originally approved, can be undertaken only after express sanction for it has been obtained in writing from the Bank

11. Insurance :

The house/flat shall be insured comprehensively for the market value covering fire, flood, etc. in the joint names of the Bank and the Borrower. Cost of the same shall be borne by you.

12. Inspection :

The Bank will have the right to inspect, at all reasonable times, your property by an officer of the Bank or a qualified auditor or a technical expert as decided by the Bank and the cost thereof shall be borne by you.

13. Legal expenses, etc. :

All legal and other expenses, like solicitor's and lawyer's fees, valuer's fees, insurance premia, stamp duty, registration charges and other incidental expenses incurred in connection with the loan shall be borne by you. Periodic reassessment, if any, of the value of the property funded through this loan for the purpose of regulatory compliances shall be done at your cost

14. Pre-EMI interest :

A. Capitalization of pre-EMI interest*

The loan amount will be fixed suitably taking into account the approximate pre-EMI interest during the moratorium period, duly compounded at the applicable interest rate (worked out on the presumption that the loan is disbursed in lumpsum on the date of first disbursement). The computation of the total loan amount (i.e. actual loan plus pre-EMI interest) will be subject to fulfillment of income criteria eligibility and also subject to the extant instructions regarding Equated Monthly Installment/Net Monthly Income. Please execute check-off authority with your employer/ tender post-dated cheques/give SI or ECS mandate towards the EMIs of the loan amount. After completion of the moratorium period, you will have an option to request to reset EMI based on the actual outstanding in the loan account after final disbursement, subject to submission of revised check-off authority/tendering post dated cheques/fresh ECS/ SI mandate towards the EMIs so arrived at.

B. Servicing of pre-EMI interest*

Please tender post dated cheques drawn at monthly intervals / ECS mandates for servicing of the amount of pre-EMI interest applied per month during the moratorium period.
(Score off whichever is not applicable. Exercise of one of the options is mandatory)

15. Disbursement :

The loan will be disbursed only on the following conditions :

- a) Title of the property proposed to be mortgaged is clear, absolute, unencumbered and marketable to the satisfaction of the Bank's Solicitor/Advocate and a valid mortgage (equitable or registered if equitable mortgage is not possible) has been created in favour of the Bank.
- b) All the security documents prescribed below have been executed by you/co-applicant(s) / guarantor(s) -
 - (i) Loan Agreement
 - (ii) Affidavit
 - (iii)
 - (iv)
- c) The loan will be disbursed as under: (applicable where loans for construction is desired or purchase is through payment in installments)

Vertical handwritten notes on the right margin, including the word 'Necess' and a signature.

Handwritten signature at the bottom right of the page.

amount (₹)

The bank will have to bring in proportionate margin at each stage of disbursement. The disbursement will be made in favour of the seller/builder from whom you are buying the property through this loan/in favour of the Financial Institution from whom your loan is being taken over.

15. The bank reserves the right to collect any tax if levied by the State/Central government and/or other Authorities in respect of this transaction.

16. The bank reserves the absolute right to cancel the limits (either fully or partially) unconditionally without prior notice (a) in case the limits/part of the limits are not utilized by you, and/or (b) in case of deterioration in the loan accounts in any manner whatsoever, and/or (c) in case of non-compliance of terms and conditions of the loan.

17. The terms of loan will be valid for six months from the date of this letter. If no amount is disbursed during the validity period, you will be required to seek fresh sanction. The applicable processing fee would be payable for each fresh sanction. However, interest rate will be subject to change from time to time during the validity period and depending on change in Base Rate the effective rate may vary.

18. The Bank shall have the authority to disclose/share your Credit information to/with Information Companies formed under the Credit Information Company Act, 2005, as to the loans granted to you and the nature of the securities given by you, the guarantees furnished to secure the said loans whether fund based or asset based, your creditworthiness and any other information which the RBI may consider necessary for inclusion in the Credit Information to be collected and furnished by Credit Information Companies, and the Bank shall not be liable in any manner to you for providing the information as aforesaid to the Information Companies.

19. Please arrange to submit duly signed copy of this letter as a token of acceptance of the arrangement within _____ days from the date of this letter.

Covers faithfully

Signature

Asst. General Manager/Chief Manager/Branch Manager

I/We, undersigned agree to the terms and conditions as set out in this letter. We wish to avail* /do not wish to avail* loan for funding of premium of Home Loan Insurance cover. (*strike off whichever is not applicable).

Mr. KAILASH KUMAR S/O D/O W/O Mr. LATE SRI BUDHSINGH HOUSE NO 108, BLOCK A PKT 7, SECTOR 18 ROHINI-110089

Borrower

(Signature)

Signature

Ms. MEERA RANI S/O D/O W/O Mr. KAILASH KUMAR HOUSE NO 108, BLOCK A PKT 7, SECTOR 18 ROHINI, NEW DELHI-110089

Co-borrower

(Signature)

Signature

Signature

Date & Place: 21 JAN 2014 & _____

Terms and conditions of the loan are accepted by me/us as a guarantor(s)

Guarantor(s)

Date & Place: _____ & _____

Signature