

21/05/15 (4)

ARRANGEMENT LETTER

Home Loan - HL FOR INDIVIDUALS

State Bank of India  
LUCKNOW RACPC

To

1) Shri/Smt/Kum  
Mr.RAVINDRA NATH DUBEY S/O D/O W/O Mr.RAN  
KALAP DUBEY  
J 5 DISTRICT JUDGE COMPOUND, OPP SPORT  
STADIUM FATEHGANJ, FARUKHABAD-209601

2) Shri/Smt/Kum  
Mrs.VANDANA DUBEY S/O D/O W/O Mr.RAVINDRA  
NATH DUBEY  
J 5 DISTRICT JUDGE COMPOUND, OPP SPORT  
STADIUM FATEHGANJ, FARUKHABAD-209601

Date:

Reference No.

Dear Sir/Madam,

**HL FOR INDIVIDUALS**  
**HOME LOAN : ₹ 45,98,925.00**

We are pleased to advise that on the basis of documents submitted by you and the information furnished by you in your application for Home Loan dated 24/10/2018, we have decided to sanction a Home Loan limit of ₹ 45,98,925.00(Rupees Forty Five Lakhs Ninety Eight Thousand Nine Hundred Twenty Five Only) to you, as per the undernoted break-up -

(i) Home Loan -	₹ 45,00,000.00
(ii) Funding of Home Loan Insurance Cover (If requested) -	₹ 98,925.00
Total - ₹ 45,98,925.00	

on the following terms and conditions. Exercise of Option provided in paragraph 13 is mandatory.

**2. Purpose :**

(i) 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 / purchase of consumer durables / furnishings / takeover of Home Loan (hereinafter referred to as the 'project') as described below :-

**Property Address : FLAT NO. 3/T6-803, ALAKNANDA ENCLAVE, MULTI STORIED APARTMENT-2013, SECTOR-3, AWADH VIHAR YOJNA, SULTANPUR ROAD, SHAHEED PATH, LUCKNOW, MEASURING 149.13 SQ.FT.**

(ii) Premium of Home Loan Insurance Cover (If requested) - ₹ 98,925.00

**3. Margin : 30.24 % of the total cost of the project 3.a Margin Amount : ₹ 20,92,899.00**

**4. Interest : Interest will be charged and applied at the rate mentioned below on daily outstanding debit balance in your account at monthly rents :-**

**4A. Loan on Floating Rate of Interest**

Interest on the loan outstanding will be charged at the rate of .35% above the 1 year Marginal Cost of Funds Based Lending Rate (MCLR) which is presently 8.50% p.a.. The present effective rate of interest being 8.85% p.a., calculated on daily balance of the loan amount at monthly rests, subject to interest rate reset at the end of every year from the date of first disbursement on the basis of prevailing 1 year MCLR as on the date of reset. The Bank shall at any time and from time to time be entitled to vary the Margin and the MCLR at its discretion. The Bank has the option to reduce or increase the EMI or extend the repayment period or both consequent upon revision in interest rate. The Bank shall be entitled to change at its own discretion such enhanced rate of interest on the 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 terms and conditions of the loan, 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. Borrower shall be deemed to have notice of change in the rate of interest when the changes are notified as displayed at the branch notice board or published in a newspaper or in the website of the Bank or made through the statement of account/pass book.

#### 4B. Loan On Fixed-cum-Floating Rate Of Interest

Interest on the loan will be fixed at \_\_\_\_% per annum on daily reducing balance with monthly rests for a period of \_\_\_\_\_ years from the date of first disbursement. Thereafter the interest rate in the account will be reset to floating rate at the rate of \_\_\_\_% above the 1 year Marginal Cost of Funds Based Lending Rate (MCLR) prevailing as on the date of reset. The floating interest rate will be reset at the end of every year from the date of first reset on the basis of prevailing one year MCLR as on the date of reset. Under floating interest, the Bank shall at any time and from time to time be entitled to vary the Margin and the MCLR at its discretion. The Bank has the option to reduce or increase the EMI or extend the repayment period or both consequent upon revision in interest rate. The Bank shall be entitled to change at its own discretion such enhanced rate of interest on the 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 terms and conditions of the loan, for such period as the Bank deems it necessary and charging of such enhanced rate of interest shall be without prejudice to the Bank's other rights and remedies. Borrower shall be deemed to have notice of change in the rate of interest when the changes are notified as displayed at the branch notice board or published in a newspaper or in the website of the Bank or made through the statement of account/pass book.

#### 4C. For loans under SBI Realty Scheme for acquiring residential plots

The house should be constructed on the plot financed by the Bank within a period of 5 years from the date of disbursement of the loan and the completion certificate should be submitted to the branch within the aforesaid time limit. In case of failure to construct the house and/or non-submission of completion certificate within the said stipulated time period of 5 years from the date of disbursement, interest rate for the loan shall be automatically reset by the Bank at the rate of 2.60% over and above the one year MCLR prevailing as on the next date of expiry of 5 years.

**Concession for maintaining salary account\*** - Concession of \_\_\_\_% 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 is 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/associate-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 ₹ 41925/- commencing from \_\_\_\_\_, Your liability to the Bank will be extinguished only when the outstanding in the loan account becomes nil, on payment of residual amount, if any.

**Six Month Period: 6 Months**

#### 6. Interest rate in case of default :-

For Home Loans above ₹ 25000/-, if the irregularity exceeds EMI or Instalment amount, for a period of one month, then penal interest should be recovered @ 2% p.m. (over and above the applicable interest rate) on the overdue amount for the period of default, for any reason, including a bounced cheque. Besides the Bank shall also charge a penalty, the rate of which shall be at the discretion of the Bank, for every bounced cheque for any reason whatsoever in addition to the enhanced rate of interest as applicable (present rate - ₹ 350/- for every bounced cheque).

#### 6A. Interest Rate in case of non-compliance to Agreed Terms and Conditions:-

In case valid mortgage is not created by the borrower (s) in favour of the Bank for any reasons within 60 days of execution of Sale Deed or the issue of possession letter by builder, whichever is earlier, penal interest (compounded on monthly basis) will be recovered @ 2% p.a. (over and above the applicable interest rate) for the delayed period on the entire outstanding.

#### 7. Pre-closure / Pre-Payment Charges:

For Floating Interest Rate Loan-NIL

For Fixed-cum-Floating Interest Rate Loan- Pre-payment penalty @ 2% plus Goods and Services Tax will be levied on the loan foreclosed/prepaid amount during the initial fixed interest period of 2/3/5/10 years. However, loans foreclosed/prepaid after the initial

\* Fixed interest period mentioned above will not attract any pre-payment penalty.

**8. Security :**

The loan will be secured by :

a) Equitable / Registered mortgage/extension of mortgage of the land and building/flat situated at 803, ALAKNANDA ENCLAVE, AWADH VIHAR YOGA, LUCKNOW, UTTAR PRADESH, INDIA for which the loan has been sanctioned, valued at ₹ 65,92,899.00 belonging to Mr. RAVINDRA NATH DUBEY S/O D/O W/O HIRAH KALAP DUBEY and Mrs. VANDANA DUBEY S/O D/O W/O Mr. RAVINDRA NATH DUBEY (borrower(s)) in favour of the Bank.

b) Equitable / Registered mortgage/extension of mortgage of the land and building/flat situated at \_\_\_\_\_ valued at \_\_\_\_\_ belonging to \_\_\_\_\_ (Guarantor) in favour of the Bank.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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 Instalment/Net Monthly Income. Please execute check-off authority with your employer/ tender post-dated cheques 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 or tendering post dated cheques towards the EMIs as 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)

**14. Disbursement :**

The loan will be disbursed only on the following condition :

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 loan for construction is desired or purchase is through payment in installments)

Construction Stages	Description	Amount (₹.)
1	TAKEOVER	38,84,000.00
2	IN FAVOR OF UPAYM	6,16,000.00
	EMI Life Premia	98,925.00

Total (Loan amount + SBI Life Premium)

45,98,925.00

d) You will have to bring in proportionate margin at each stage of disbursement. Disbursement will be made in favour of the seller/builder from whom you are buying the property funded through this loan/in favour of the Financial Institution from where 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 sanction.

17. The sanction of loan will be valid for three months from the date of this letter. If no amount is disbursed during the validity period, you will be required to seek fresh sanction. 50% of 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 intervening period and depending on change in MCLR 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 (Regulation), 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 non-fund based, your creditworthiness and any other information which the RBI may consider necessary for inclusion in the Credit Information to be collected and maintained 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. The Borrower shall provide an undertaking in the form required by the Bank that no consideration has been/shall be paid to the guarantee/s in respect of the guarantee to be executed in favour of the Bank for securing the facilities granted herein.\*\*

(\*\* Applicable in respect of advances which are secured by guarantee.)

20. 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.

Yours faithfully,  
STATE BANK OF INDIA

Asst. General Manager/Chief Manager/Branch Manager

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

Mr.RAVINDRA NATH DUBEY S/O D/O W/O Mr.RAM KALAP DUBEY  
35 DISTRICT JUDGE COMPOUND, OFF SPORT STADIUM FATEHGANJ, FARRUKHABAD-209601

(Borrower)

(Signature)

1  
10-9-01  
10-9-01

Mrs.VANDANA DUBEY S/O D/O W/O Mr.RAVINDRA NATH DUBEY  
35 DISTRICT JUDGE COMPOUND, OFF SPORT STADIUM FATEHGANJ, FARRUKHABAD-209601

(Borrower)

(Signature)

Date:

Place: JAWAHAR BHAWAN

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

Guarantor(s)

Date:

Place: JAWAHAR BHAWAN