

(Fax /e-mail)

प्रेषक,

सुरेन्द्र मोहन सहाय,
विशेष न्यायाधीश (पॉक्सो अधिनियम) /
अपर जिला एवं सत्र न्यायाधीश,
अलीगढ़।

सेवा में,

श्रीमान् महानियन्धक,
माननीय उच्च न्यायालय,
इलाहाबाद।

द्वारा,

माननीय जनपद न्यायाधीश,
अलीगढ़।

पत्रांक :-

विषय :-

मेरे द्वारा दिनांक 03-07-2020 को कय की गयी फ्लैट स्थित लखनऊ की प्रेषित सूचना के बाबत ADMIN A4 e-Services JO Team के द्वारा दिनांक 15-03-2023 को प्रार्थनापत्र I D No. S00011192020 के तहत आपत्ति उठाते हुये मेरे द्वारा लिये गये गृहऋण के Arrangement Letter की प्रति भेजने के सम्बन्ध में।

महोदय,

निवेदन के साथ कथन करना है कि मेरे द्वारा दिनांक 03-07-2020 को लखनऊ स्थित एक 3BHK फ्लैट कय किया गया था जिसकी सूचना माननीय उच्च न्यायालय को समय अन्तर्गत प्रेषित कर दी गयी थी। उक्त दिनांक विषय के तहत मुझसे कय किये गये फ्लैट के बाबत लिये गये गृह ऋण 40,00,000/- रुपये के Arrangement Letter की प्रति माँगी गयी है जिसे सलंगन कर आवश्यक कार्यवाही हेतु श्रीमान्जी की सेवा में सादर प्रेषित किया जा रहा है।

सम्मान सहित।

सलंगनक :- गृहऋण 40,00,000/- के
Arrangement Letter की प्रति 5 वर्क

दिनांक :- 16-03-2023

भवदीय,

S.M. Sahaay
16/3/23

(सुरेन्द्र मोहन सहाय)

विशेष न्यायाधीश (पॉक्सो अधिनियम) /
अपर जिला एवं सत्र न्यायाधीश,
अलीगढ़।

LOS Application ID - 18610389

ARRANGEMENT LETTER**Home Loan - SBI PRIVILEGE/SHAURYA HOME LOAN - NEW**State Bank of India
LUCKNOW RACPC

To

1) Shri/Smt/Kum
Mr.SURENDRA MOHAN SAHAY S/O D/O W/O
Mr.MADAN MOHAN SAHAY
J-13, NEW JUDGES COLONY, PILIBHIT-262001

Reference No.

Date:

Dear Sir/Madam,

SBI PRIVILEGE/SHAURYA HOME LOAN - NEW
HOME LOAN : ₹ 41,78,604.00

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 16/01/2020, we have decided to sanction a Home Loan limit of ₹.41,78,604.00 (Rupees Forty One Lakhs Seventy Eight Thousand Six Hundred Four Only) to you, as per the undernoted break- up -

(i) Home Loan -

✓ ₹.40,00,000.00

(ii) Funding of Home Loan Insurance Cover (If requested) -

₹.1,78,604.00

Total - ₹.41,78,604.00

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. 701, Tower- T4, Shalimar Garden Bay Heights, Sitapur-Hardoi Link Road, Ahead of IIM, Lucknow; Super Area: 1650 Sq. Ft.

(ii) Premium of Home Loan Insurance Cover (If requested) - ₹.1,78,604.00

3. Margin : 31.2110731 % of the total cost of the project 3.a Margin Amount : ₹. 2074530**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 outstanding will be charged at the rate of 2.9%(spread) above the 1 year RBI's REPO RATE which is presently 5.15% p.a.. The present effective rate of interest being 8.05% 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 RBI's REPO RATE 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 RBI's REPO RATE 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 charge 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 other rights and remedies. Borrower shall be deemed to have notice of change in the rate of interest when the changes are notified at/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.

सुरेश मोहन साहय

<https://pbbulos.statebanktimes.in/FinnOneCAS/ReportDynaParam.los>

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 in salary account servicing bank to transfer entire salary credit to your account maintained with us, you would be required to issue Standing Instructions to the salary 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. *

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 noncompliance 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 ₹ 53323 commencing from 25-FEB-20 and upto 25-JAN-28 thereafter ₹ 35549 from 25-FEB-28 and upto 25-JAN-30. 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.

5.a Moratorium Period: 0 Months

6. Interest rate in case of default -

For Home Loans above ₹. 25000/-, if the irregularity exceeds EMI or Installment 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 - ₹.250/- for every bounced cheque).

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 loans 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 FLAT NO. 701, TOWER- T4, GARDEN BAY HEIGHTS, SITAPUR-HARDOI LINK ,LUCKNOW, 226001, UTTAR PRADESH, INDIA for which the loan has been sanctioned, valued at ₹.60,74,530.00 belonging to Mr. SURENDRA MOHAN SAHAY S/O D/O W/O Mr. MADAN MOHAN SAHAY {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.

(Handwritten signature)

<https://pbbulos.statebanktimes.in/FinnOneCAS/ReportDynaParam.los>

13. Servicing of interest during moratorium period :

A. Capitalization of pre-EMI interest*

Capitalization of the pre-EMI interest is not permitted for FlexiPay Home Loan product.

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 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)

Construction Stages	Description	Amount (₹.)
1	AMOUNT WILL BE DISBURSED TO SELLER AFTER OBTAINING KYC AND BANK ACCOUNT DETAILS	40,00,000.00
	SBI Life Premia	1,78,604.00
	Total (Loan amount + SBI Life Premia)	41,78,604.00

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 RBI's REPO 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 (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 guarantor/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,

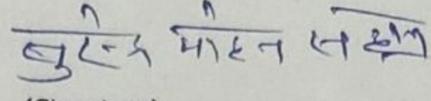
Asst. General Manager/Chief Manager/Branch Manager

Received the original. I/We, undersigned agree to the terms and conditions as set out in this letter.
I/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).

(Handwritten signature)

Mr.SURENDRA MOHAN SAHAY S/O D/O W/O Mr.MADAN MOHAN SAHAY
J-13, NEW JUDGES COLONY, PILIBHIT-262001

(Borrower)


(Signature)

Date:

Place: LUCKNOW MAIN BRANCH

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

Guarantor(s)

Date:

Place: LUCKNOW MAIN BRANCH

Home Loan A/c - 39093950954

1

SANCTION LETTER

STATE BANK OF INDIA
LUCKNOW RACPC

To

1) Shri/Smt/Kum

Mr. SURENDRA MOHAN SAHAY S/O D/O W/O Mr. MADAN MOHAN SAHAY
J-13, NEW JUDGES COLONY, PILIBHIT-262001

Home Loan A/c - 39093950954

RACPC / HL /

Date: 21-01-2020

Dear Sir,

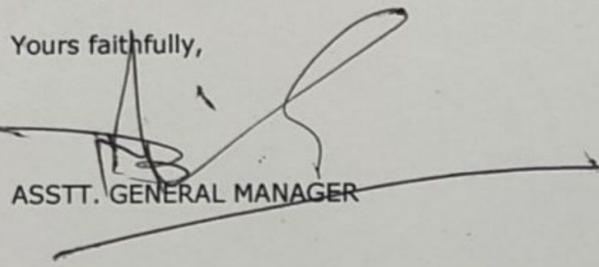
**PERSONAL SEGMENT ADVANCES
HOME LOAN - - SBI PRIVILEGE/SHAURYA HOME LOAN - NEW**

Mr. SURENDRA MOHAN SAHAY s/d/w of Mr. MADAN MOHAN SAHAY

MEDIUM TERM LOAN OF ₹41,78,604.00

With reference to your application dated **16/01/2020**, we are pleased to advise you that the loan has been sanctioned. The Sanction Letter and the related documents have been forwarded to **LUCKNOW RACPC** branch. Please, therefore, call at the branch at your earliest convenience to execute the documents and get the disbursement as per schedule. Assuring of our best service, we remain.

Yours faithfully,


ASSTT. GENERAL MANAGER