

सिम्पल-3
ARRANGEMENT LETTER - MAXGAIN (OD)

State Bank of India
LUCKNOW RACPC Branch

To

1) Shri/Smt/Kum
Mr.DURGA NARAIN SINGH S/O D/O W/O Mr.FAPIL DEV SINGH
HOUSE NO. 76, VIVEKANAND MARG, GULISH AN COLONY, NEAR
LORETO CONVENT, LUCKNOW-226001

Date:

Reference No.

Dear Sir/Madam,

SBI-MAX-GAIN
HOME LOANS : ₹ 31,56,420.00

With reference to your application for "SBI-Max Gain" Home Loan dated 13/12/2014, we hereby sanction you a "SBI-MaxGain" Home Loan limit (on Overdraft basis) of ₹.31,56,420.00(Rupees Thirty One Lakhs Fifty Six Thousand Four Hundred Twenty Only) to you, as per the undernoted break- up -

(i) Home Loan -	₹.30,00,000.00
(ii) Funding of Home Loan Insurance Cover (if requested) -	₹.1,56,420.00
	Total - ₹.31,56,420.00

on the following terms and conditions.

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 (hereinafter referred to as the "project") at the following address: APARTMENT NO. 202, 2ND FLOOR, ACACIA-C, OMAXE RESIDENCY-II, SULTANPUR ROAD, LUCKNOW.

(ii) Premium of Home Loan Insurance Cover (if requested) - ₹.1,56,420.00

3. Margin : % 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 _____ % 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. 31564 /- commencing from _____(Date).

Drawing Power in the Overdraft limit will be reduced on monthly basis to the extent of principal component of EMI (as per annexure). Your liability to the bank will be extinguished only when the outstanding in the loan account becomes Nil on payment of all amounts together with interest, compound interest, additional interest and all monies there on at the rate applicable thereto.

Surplus amounts credited in the account shall be adjusted against the principal only and interest has to be serviced every month. If the interest applied at the end of each month is not serviced, the account will show irregularity. Subsequent amounts credited to the account will first be adjusted towards the irregularity (towards interest amount outstanding) and the drawing power in the overdraft limit will stand reduced accordingly.

http://www.pbbulos.com/FinnOneCAS_ReportDynaParam.ios

1-15-2015

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 (compounded on monthly basis) will be recovered @ 2% p.a. (over and above the applicable interest rate) on the overdue amount for the period of default, for any reason, including a bounced cheque/ECS/SI. Besides, the Bank shall also charge a penalty, the rate of which shall be decided by the Bank from time to time , for every bounced cheque/ ECS/SI for any reason whatsoever in addition to the enhanced rate of interest as applicable (present penalty amount ₹ 250/- for every bounced cheque/ECS/SI).

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

8. Security :

The loan will be secured by :

- a) Equitable / Registered mortgage/extension of mortgage of the land and building/flat situated at APARTMENT NO. 202,,2ND FLOOR, ACACIA-C,,OMAXE RESIDENC -II, SULTANPUR ROAD, LUCKNOW.,LUCKNOW,226010,UTTAR PRADESH,INDIA for which the loan has been sanctioned, valued at ₹. belonging to Shri/Smt./Kum. _____ }S/o / W/o / D/o _____ {Borrower(s)} in favour of the Bank.
- b) Equitable / Registered mortgage/extension of mortgage of the land and building/flat situated at _____ and Shri/Smt./Kum. _____ valued at ₹. _____ belonging to Shri/Smt./Kum. _____ S/o / W/o / D/o (Guarantor) _____ and Shri/Smt./Kum. _____ S/o / W/o / D/o (Guarantor) _____ in favour of the Bank.
- c) Third Party Guarantee of _____
- d) _____

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 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)

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)

Stage	Amount (₹.)
INSTALMENTS	30,00,000.00

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.

3) Issue of cheque book etc:

Cheque book will be issued and operation of the account on overdraft basis will be permitted only after final disbursement of the loan. Under no circumstances the drawings in the Loan account will be allowed to exceed the Drawing Power fixed in this regard.

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 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. 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 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 (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. 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).

Mr. DURGA NARAIN SINGH S/O D/O W/O Mr. KAPIL DEV SINGH
HOUSE NO. 76, VIVEKANAND MARG, GULISHTAN COLONY, NEAR LORETO CONVENT, LUCKNOW-226001

(Borrower)

(Signature)



Date & Place: _____ & _____

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

Guarantor(s)

Date & Place: _____ & _____

MEMORANDUM OF LOAN AGREEMENT FOR HOME LOAN GRANTED TO PUBLIC

100/-

(TO BE STAMPED AS AN AGREEMENT IN ACCORDANCE WITH THE STAMP ACT IN FORCE IN THE STATE IN WHICH THE DOCUMENT IS EXECUTED AND NOT TO BE ATTESTED)

To
STATE BANK OF INDIA
LUCKNOW RACPCPLACE : LUCKNOW RACPC
DATE :

Dear Sirs,

Whereas, State Bank of India, a body corporate constituted under State Bank of India Act 1955, having its Corporate Centre at Madame Cama Road, Nariman Point, Mumbai-400 021 having one of its Branch Offices at CIVIL SEC RETARIAT (hereinafter called the "the Bank" which expression shall include its successors and assigns) having, at my/our request { Mr.DURGA NARAIN SINGH Son/Daughter/Wife of KAPIL DEV SINGH at present aged around 46 years, and residing at HOUSE NO. 76, VIVEKANAND MARG, GULISHTAN COLONY, NEAR LORETO CONVENT, LUCKNOW-226001 (hereinafter, called "the Borrower" which expression shall include his/her respective heirs, executors, administrators and assigns)} granted me/us *SBI-MAX-GAIN - OD PRODUCT of ₹ 31,56,420.00 (Rupees Thirty One Lakhs Fifty Six Thousand Four Hundred Twenty Only) for PURCHASE OF NEW FLAT (hereinafter referred to as the 'project'), situated at APARTMENT NO. 202,,2ND FLOOR, ACACIA-C,,OMAXE RESIDENCY-II, SULTANPUR ROAD, LUCKNOW.,LUCKNOW,226010,UTTAR PRADESH,INDIA.

2. In consideration of the grant of the said advance and continuance of the said facility for such time as the Bank may deem fit, I/We "the Borrower(s)" do hereby irrevocably and unconditionally agree and undertake, so as to bind myself/ourselves, my/our heirs, executors, administrators, estates, assigns and effects as follows, viz.

a) The disbursement of the amount of the loan shall be at the Bank's absolute discretion and shall be co-related to the actual progress in the construction of the project. Such disbursements shall be made by means of Bankers Cheques drawn in favour of the builders/promoters duly authorized or to engineer/architect/contractor or to suppliers of goods and services when the construction is undertaken by the Borrower and instruct you to make payment for the purpose of the 'project'. The Bank may, at your discretion and at my/our request credit a part of the loan amount to my/our current/savings Bank account (maintained in single or joint names) to enable me/us to make payments to suppliers of goods and services. I/We shall submit to the Bank, within a reasonable time, satisfactory proof of the proper utilization of the amount of the loan, such as Architect's certificate, certifying the value of the work carried out, Contractor's bills, stamped receipts, sale agreement for house/flat etc. If considered necessary by the Bank, I/We shall produce, at my/our cost, photographs showing the progress of construction work carried out by me/us . which photographs besides showing portion of the neighbouring properties, shall be certified by persons whose certificates are acceptable to the Bank.

b) I/We shall repay the amount of loan as per the terms stipulated in the *Arrangement/Sanction letter* dated _____ duly accepted by me/us, which forms part of this Agreement, in Equated Monthly Installments of ₹ 31,564.00/- each till the entire loan with interest is fully repaid. The equated monthly installments also include interest component.

3. Rate Of Interest on Loans:**3A. Loan on Floating Rate of Interest**

Interest on the amount of the loan will be applied at the rate of .15 per cent above BASE RATE which presently 10 % p.a. and thus the present effective rate on the loan being 10.15 % p.a. rising and falling with Base Rate, at monthly rests calculated on the daily balance of the loan amount. Provided that the Bank shall at any time and from time to time be entitled to change the rate of interest depending on changes in Base Rate.

Notwithstanding the above the Bank is also entitled to increase the rate of interest, at its sole discretion, even if there is no change in Base Rate and such revised rate of interest shall always be construed as agreed to be paid by the borrower(s) and hereby secured. Borrowers shall be deemed to have notice of change in the rate of interest whenever the changes in Base Rate or increase in interest rates without any change in Base Rate are either displayed/notified at/by the branch or published in newspaper or made through entry of interest charged in the passbook/statement of accounts sent to the borrower(s).

Loan on fixed interest basis

Interest on the amount of the loan will be applied at the rate _____ per cent per annum on daily reducing balance with monthly rests, subject to interest rate reset at the end of every two years on the basis of fixed interest rates prevailing then.

Bank may at its discretion stipulate the periodicity of computation of interest. Further, Bank may at its sole discretion alter the rate of interest suitably and prospectively in the event of major volatility in interest rates or due to any reason whatsoever during the period of the agreement. Thenceforth the rate of interest varied as aforesaid shall be applicable to the Loan. Bank shall be the sole judge to determine whether such conditions exist or not. If we are not agreeable to the revised interest rates so fixed, I/We shall request the Bank, within 15 days of receipt of the notice intimating changed interest rates from Bank to terminate the Loan and shall repay the Loan and any other amount due to Bank in full and final settlement in accordance with the provisions of this Agreement relating to prepayment.

Salary account concession§

I/We, the Borrower(s), am/are aware that concession of _____ % p.a. is included in the above mentioned interest rate on account of maintenance of my/our salary account with the Bank and the same is referred as Salary Account Concession in this Agreement. I/We declare and confirm that in the circumstances like change in job etc., wherein the salary is not credited by my/our employer to account maintained with the Bank, I/We undertake to advise such development to the Bank, further I/We would issue standing instructions to the salary account servicing bank to transfer entire salary credit to my/our account maintained by the Bank for continuation of Salary Account Concession as mentioned above and for the limited purpose of continuation of concessions in interest rates, my/our account with the Bank under the arrangement will be reckoned as pseudo-salary account.

I/We further agree and confirm that in the event of discontinuation of my/our salary account/ pseudo salary account with the Bank, the Bank shall have the right to withdraw the salary account concession and the Bank shall have the right to revise the interest rate accordingly and I/We will not raise any objection/dispute to the said action of the Bank.

§ delete, if not applicable

Without prejudice to the Bank's other rights and remedies, the Bank shall be entitled to charge at its own discretion enhanced rates of interest on the outstanding in the loan account(s) or a portion thereof for any default or irregularity on my/our part which in the opinion of the Bank warrants charging of such enhanced rates of interest for such period as the Bank may deem fit. The Equated Monthly Installments will have to be paid till the entire loan and the interest is fully repaid. Further, the amount of Equated Monthly Installment may change/increase as may be decided by the Bank. 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.

Such enhanced interest will start accruing from the date of disbursement of the loan or the date of disbursement of the first instalment of the loan where such loan is paid in instalments or from 30 days from the due date of equated monthly instalments (EMI) if it remains unpaid for a period of 30 days from the due date, for any reason, including bounced cheque.

c) If the loan amount has been utilised by me/us for purchase of ready built house/flat, I/We shall pay first such monthly installment following the month in which the loan amount is disbursed to me/us. The subsequent monthly installments shall be paid before the last day of each subsequent month. If the loan amount has been utilised for construction of/additions to house/flat, I/We may be permitted to pay the first such monthly installment till 2 months after the month in which the house/flat has been completed or on the expiry of 18 months from the date of disbursement of the first instalment, whichever may be earlier. The subsequent monthly installments will be paid before the expiry of each subsequent month.

d. Pre-EMI interest:

- (i) * I/We have opted for servicing of Pre-EMI interest and have already delivered or hereby undertake to deliver post-dated cheques drawn at monthly intervals for servicing of the amounts of Pre-EMI interest during the moratorium period.
- (ii) * I/We have opted for capitalizing the Pre-EMI interest and agree that the loan amount will be fixed suitably taking into account approximate Pre-EMI interest during the moratorium period as detailed in paragraph pertaining to the Pre-EMI interest in the Arrangement letter dated _____. I/We hereby unconditionally agree to execute necessary authority in favour of my/our employer or tender post-dated cheques towards EMI's of the loan amount. If necessary I/We would request for resetting of EMI's based on the actual outstanding in the loan account after final disbursement.
- (* score off whichever is not applicable)
- e) I/We declare and confirm that the amount of the loan or the balance then outstanding shall become payable at once in case of my death or death of anyone of us. In case of death, the Bank may, at its discretion, continue the loan provided sufficient collateral security is furnished by my/our legal heirs/surviving borrower(s) or some satisfactory arrangement for repayment acceptable to the Bank has been made by my/our legal heirs/surviving borrower(s).
- f) I/We shall arrange for the payment of the equated monthly installments from my/our monthly salary or in whatever manner deemed fit * or by debit on the due dates from the Current/Savings Bank account with Branch/or any other Branch where I/We may hold the account singly or jointly and to appropriate the same in repayment of the said loan and interest.
- I/We shall execute in favour of the Bank a letter of authority, addressed to my/our employers to recover and pay to the Bank the equated monthly installment from my/our salary every month*.
- *Delete if not appropriate.
- g) On demand I/We agree to deliver to the Bank post-dated cheques/ECS mandates for the monthly installments and warrant that the cheques will be honoured on first presentation. Any non-presentation of a cheque due to any reason will not affect my/our liability to pay the monthly installments or any other sum. I/We agree to forthwith replace the cheques/issue fresh cheques, if required by the Bank. I/We shall not be entitled to call upon the Bank to refrain from presenting any cheque for payment and if I/We do so, the Bank shall nevertheless be entitled to present the cheque for payment and in the event of dishonour the provisions under the Negotiable Instruments Act, shall apply. I/We also agree to pay a penalty as stipulated by the Bank from time to time, for every bounced cheque for any reason whatsoever in addition to the enhanced rate of interest as applicable.
- h) I/We declare and confirm that on my/our retirement, the outstanding amount of the loan sanctioned to me will become repayable at once. The Bank may, at its discretion, continue the loan provided satisfactory arrangement for repayment, acceptable to the Bank has been made by me/us.
- i) In event of cessation of my/our business/service with my/our employers by way of resignation or otherwise (except as a result of death or retirement), I/We undertake to repay to the Bank forthwith on demand the balance principle amount of the loan, or the balances then outstanding whichever is higher.
- j) In the event of my/our ceasing to be in business/services of my/our employer whether by retirement, resignation, death or by operation of law or for any other reason or cause whatsoever and howsoever the Bank shall be entitled at its discretion, to write to my/our employers to appropriate and set off (i) any amount which may then be payable by my/our employers to me/us whether by way of salary, allowances, bonus, other remuneration or any payment (whether ex-gratia or otherwise) whatsoever and (ii) any amount that may be standing to the credit of any account which I/We may have with my/our employers or with the Bank, either singly or jointly, towards repayment of the balance that may be then remaining due and payable by me/us in my/our said loan account together with interest thereon at the applicable rates up to the date of such repayment. Any such appropriation made by the Bank or my/our employers shall be conclusive and binding on me/us and my/our estate both in and out of court. In any event my/our liability to make repayment of the entire dues immediately shall remain valid till the entire amount with applicable interest as up to the date of payment has been realised by the Bank whether by way of recovery from my/our employer or otherwise.
- k) I/We will not sell, assign, mortgage, charge or in any way encumber or alienate the said flat/house/land or any part thereof/consumer durables/furnishings so long as I/We am/are indebted to the Bank in the said loan account without prior permission of the Bank in writing. I/We undertake to give prior intimation to the Bank before letting out/giving on lease and license the said flat/house. In the event of my/our account becoming irregular, NPA the Bank is at liberty to take vacant possession of building/flat/house (premises) from me/us, and hire the said premises at market rent for its commercial or residential purpose as the case may be and adjust the proceeds of the hire charges towards outstanding of my/our loan account.
- l) The loan shall be secured by a valid equitable/legal mortgage of the land/house/flat purchased/constructed by me/us for which the Loan facility is provided by executing/registering such documents in such form as may be decided by the Bank. I/We shall, if required by the Bank, give such further security as acceptable to the Bank forthwith on demand by the Bank. In case it is not possible to create security by way of mortgage as aforesaid I/We shall forthwith on demand arrange for other collateral securities, by way of pledge/hypothecation, such as Bank's Fixed Deposits, National Savings Certificates, Kisan Vikas Patra, Life Insurance Policies, promissory notes issued by any Govt., shares or debentures of the companies, sufficient quantity of gold or gold ornaments or other articles or things acceptable to the Bank as security for the loan.
- The loan shall also be secured by the guarantee of a person acceptable to the Bank and good for the loan amount involved and by mortgage of the guarantor's property also or pledge/assignment/hypothecation of other securities acceptable to the Bank, if need be.
- m) I/We shall obtain at my/our cost and produce for the satisfaction of the Bank a certificate from the Advocate/Solicitors approved by the Bank certifying that I/We will have clear, valid and marketable title to the land/house/flat proposed to be purchased by me/us and agree that the Bank shall be entitled not to disburse any amount of the loan until such certificate has been produced by me/us.
- n) I/We shall maintain the flat/house in good tenantable repair and condition at my/our cost at all times so long as I/we am/are indebted to the Bank and that I/We shall ensure that the Bank's security is not in any way jeopardised. I/We shall duly and punctually pay the charges, if any, payable to the Co-operative Housing Society/condominium association and also all the municipal/revenue taxes, charges, rates, cesses etc. from time to time payable by me/us in respect of the flat/house/land. The Bank shall be at liberty to inspect the flat/house/land at any reasonable time and I/We shall furnish all such information/particulars whatsoever as and when called upon to do so by the Bank. I/We shall provide the required no-objection consent for creating a charge on the property secured for the Loan, from the Society/Condominium or any other permissions by any authority necessary for creating the security in favour of the Bank.
- o) I/We shall at my/our cost insure and keep insured in the joint names of myself/ourselves and the Bank my/our house/flat at all times against fire, flood, cyclone, typhoon, lightning, explosion, riot, strike, earthquake risks and other acts of God for such other risks for its full market value as desired by the Bank from time to time and shall endeavour to get the building in which my/our flat is situated insured against fire, flood, cyclone, typhoon, lightning, explosion, riot, strike, earthquake, risks and other acts of God at all times by the Co-operative Housing Society/apartment owner/association or any other body under whose control the building is vested. I/we shall deliver copies of the insurance policies, cover notes, premium receipts, etc., to the Bank. If I/we fail to effect such insurance the Bank will be at liberty but not obliged to insure the said house/flat against fire, flood, cyclone, typhoon, lightning, explosion, riot, strike, earthquake risks and other acts of God and debit the premium and other charges to any of my/our accounts with the Bank. I/we expressly agree and declare that the Bank shall be entitled to adjust, settle, compromise or refer to arbitration any dispute between the insurance company and the insured arising from or under or in connection with any such policy or policies of insurance and such adjustment, settlement, compromise or any award made on such reference to arbitration shall be valid and binding on me/us. I/we further agree that the Bank shall have a right to receive all the moneys payable under any such policy or under any claim made there under and to give a valid receipt therefor and that the amount so received shall be credited to my/our loan account and I/we will not be entitled to raise any question if at a larger sum might or ought to have been received or to dispute my /our liability for the balance remaining due on such account after such credit.
- p) I/We agree and declare that notwithstanding anything contained herein or in any other security documents the entire amount of the loan or the balances then due shall, if so decided by the Bank, become forthwith due and payable by me/us to the Bank, upon the happening of any of the following events and the Bank shall be entitled to enforce its dues and security.
- i) any installment of the principal remaining unpaid for a period exceeding one month after the due date for payment thereof has expired;
- ii) any interest including penal interest remaining unpaid and in arrears for a period of one month after the same has become due whether demanded or not;
- iii) any breach or default in the performance or observance of any of the covenants contained in these presents and/or the security documents or any other term or condition relating to the term loans;

- iv) entering into any arrangement or composition with my/our creditors or committing any act of insolvency;
- v) any execution or distress being enforced or levied against the whole or any part of my/our property;
- vi) a receiver being appointed in respect of the whole or any part of my/our property;
- vii) the occurrence of any circumstances which is prejudicial to or impairs, imperils or depreciates or which is likely to prejudice, impair, imperil or depreciate the security given to the Bank; and
- viii) the occurrence of any events or circumstances which prejudicially or adversely affect in any manner my/our capacity to repay the amount due under the loan.

On the question whether any of the above event/s has/have happened, the decision of the Bank shall be conclusive and binding on me/us.

Provided always that the Bank may in its discretion refrain from forthwith enforcing its rights under this Agreement in spite of the happening of the contingencies aforesaid and provided further that the failure or delay by the Bank in exercising any right, power or privilege hereunder or under any of the security documents shall not impair/extinguish the same or operate as waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies herein and in the security documents are cumulative and not exclusive of any rights and remedies provided by the law.

q) I/We also agree that the Bank shall also be entitled to transfer loan account to any of the branches of the Bank after giving due notice to me/us.

r) I/We declare and undertake that I/We have not paid/shall not pay any commission to any person/s for furnishing guarantees, counter guarantees or indemnities or for undertaking any other liability with respect to the aforesaid credit facilities.

s) I/We shall abide by the terms and conditions of the sanction of the loan to me/us as mentioned in the arrangement letter/sanction letter which forms part of this agreement and also to the rules for such loans which are now in force and also those which may be altered, revised, amended, added from time to time by the Bank/the Reserve Bank of India/Central Government/State Government.

- The undertakings, authority and agreements herein contained shall be irrevocable so long as I/we continue to be liable to the Bank in the said loan account.
- I/We hereby further agree that as precondition of the loan/ advance given to me/us by the Bank, that in case of default in repayment of the loan/advances or in the repayment of the interest thereon or any of the agreed installment of the loan on due date/s, the Bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish my/our name(s), details and photograph(s) as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.
- I/We further agree that the Bank is at liberty to disclose/share my/our Credit information to/with Information Company formed under the Credit Information Company (Regulation), 2005, as to the loans granted to me/us and the nature of the securities given by me/us, the guarantees furnished to secure the said loans whether fund based or non-fund based, my/our creditworthiness and any other manner which the RBI may consider necessary for inclusion in the Credit Information to be collected and maintained by Credit Information Companies and the Bank is not liable in any manner to me/us for providing the information as aforesaid to the Information Company.
- I/We agree that the Bank has absolute right to assign this agreement in favour of any person including securitization company or reconstruction company under the SARFAESI Act and on such assignment, I/We will be liable to such assignee as if assignee is the Bank/lender and assignee will have all rights against me/us and as well as overall properties either given as security or otherwise to recover all debts/liabilities payable by me/us under this agreement.
- **Notwithstanding anything contained hereinabove, I/We confirm having agreed that 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 us, 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.**
- I/We declare that I have understood all the terms and conditions for the sanction of this loan and agree to abide by the same and also by the rules and regulations which may be issued by the Bank in future from time to time and in the event of my/our failing to do so, the Bank will have a right to recall the advance without prejudice to the Bank's right to take such appropriate action as the Bank may deem it fit and proper.

Signed and delivered by:

1) Mr. DURGA NARAIN SINGH S/O D/O W/O Mr. KAPIL DEV SINGH
HOUSE NO. 76, VIVEKANAND MARG, GULISHTAN COLONY, NEAR LORETO CONVENT, LUCKNOW-226001

(Borrower)

(Signature)



Signed for and on behalf of State Bank of India by

Shri / Smt _____

(Dy. General Manager / Asst. General Manager / Chief Manager / Branch Manager)

LUCKNOW RACPC Branch

an authorised officer of State Bank of India

(Signature)