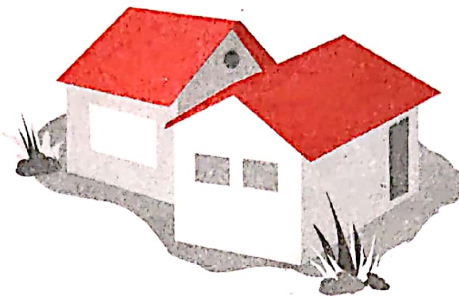


Loan A/c No. 601375028

Annexure 2



HOME LOAN AGREEMENT

Adjustable Rate (Resident)



WITH YOU, RIGHT THROUGH



LOAN AGREEMENT

Resident

Adjustable Rate Home Loan

LOAN AGREEMENT made at the place and on the date stated in the Schedule BETWEEN Housing Development Finance Corporation Limited, a Company incorporated under the Companies Act, 1956, and having its registered office at Ramon House, H T Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400 020, hereinafter called "HDFC" (which expression shall unless the context otherwise requires, include its successors and assigns) of the One Part AND the borrower whose name and address are stated in the Schedule, hereinafter called "the borrower" (which expression shall unless the context otherwise requires, include his heirs, executors, administrators) of the Other Part:

ARTICLE 1 - DEFINITIONS

1.1 In this Agreement unless the context otherwise requires:

- (a) The term "Schedule" means the Schedule written after Article 10 of this Agreement.
- (b) The term "loan" means the loan amount provided for in Article 2.1 of this Agreement and the Schedule.
- (c) The term "repayment" means the repayment of the principal amount of loan, interest thereon, commitment and/or any other charges, premium, fees or other dues payable in terms of this Agreement to HDFC; and means in particular, amortisation provided for in Article 2.6 of this Agreement.
- (d) The term "prepayment" means premature repayment as per the terms and conditions laid down by HDFC in that behalf and in force at the time of prepayment.
- (e) The expression "rate of interest" means the rate of interest referred to in Article 2.2 of this Agreement and as varied from time to time in terms of this Agreement.
- (f) The expression "Equated Monthly Instalment" (EMI) means the amount of monthly payment necessary to amortise the loan with interest within such period as may be determined by HDFC from time to time.
- (g) The expression Pre Equated Monthly Instalment Interest (PEMII) means interest at the rate indicated in Article 2.2, (as varied from time to time) on the loan from the date/respective dates of disbursement to the date immediately prior to the date of commencement of EMI.
- (h) The expression Adjustable Interest Rate or AIR means the interest rate announced by HDFC from time to time as its retail prime lending rate and applied by HDFC with spread, if any, as may be decided by HDFC, on the loan of the borrower pursuant to this Agreement.
- (i) The expression Retail Prime Lending Rate or RPLR means the interest rate announced by HDFC from time to time as its retail prime lending rate.
- (j) The expression AIR Application Date means the date on which AIR is applied by HDFC on the loan of the Borrower in terms of this Agreement.
- (k) The expression "Interest Rate Reset Revision Cycle" or "IRRRRC" means the frequency at which future/further AIRs are applied in terms of Article 2.3 of this agreement.

1.2 The term borrower wherever the context so requires shall mean and be construed as borrowers and the masculine gender wherever the context so requires shall mean and be construed as the feminine gender.

1.3 Subject to context thereof the expression "property" shall mean and include land.

1.4 The term construction shall mean and include extension.

1.5 The terms and expressions not herein defined shall where the interpretation and meaning have been assigned to them in terms of the General Clauses Act, 1897, have that interpretation and meaning.

ARTICLE 2 LOAN, INTEREST etc.

2.1 Amount of Loan

The borrower agrees to borrow from HDFC and HDFC agrees to lend to the borrower a sum as stated in the Schedule on the terms and conditions herein set forth.

2.2 Interest

- (a) Until and as varied by HDFC in terms of this Agreement the AIR applicable to the said loan as at the date of execution of this agreement is as stated in the Schedule.
- (b) The borrower shall reimburse or pay to HDFC such amount as may have been paid or payable by HDFC to the Central or State Government on account of any tax levied on interest (and/or other charges including the PEMII) on the loan by the Central or State Government. The reimbursement or payment shall be made by the borrower as and when called upon to do so by HDFC.

2.3 Computation of Interest

The EMI comprises of principal and interest calculated on the basis of monthly rests at the AIR and is rounded off to the next rupee. Interest and any other charges shall be computed on the basis of a year of three hundred and sixty-five days.

PROVIDED all future / further AIRs applicable for the amount of loan lent by HDFC to the borrower shall be applied by HDFC on the basis of Interest Rate Reset Revision Cycle (IRRRRC) stated in the Schedule with the first such application to be done on the first day of the month following the month in which the period of IRRRC computed from the date of the first disbursement of the loan is completed. The subsequent applications shall be made after every period of IRRRC commencing from such first application.



2.4 Details of Disbursement

The loan shall be disbursed in one lumpsum or in suitable instalments to be decided by HDFC with reference to the need or progress of construction (which decision shall be final and binding on the borrower). The borrower hereby acknowledges the receipt of the loan disbursed as indicated in the Receipt hereinbelow.

2.5 Mode of Disbursement

- (a) All payments to be made by HDFC to the borrower under or in terms of this Agreement shall be made by cheque duly crossed and marked A/c Payee Only and the collection charges, if any, in respect of all such cheques will have to be borne by the borrower and the interest on HDFC loan will begin to accrue in favour of HDFC as and from the date of delivery/despatch of the cheque irrespective of the time taken for transit/collection/realisation of the cheque by the borrower or his bank.
- (b) In the event of borrower opting for payments to be made by post dated cheques, the borrower confirms and agrees that the Applicable Rate of Interest and terms thereof will be as on the date of execution of this Agreement and not as on the date of the cheque which is only relevant for the purposes of accrual of interest. Therefore, any reduction in interest rate prior to the realization of the cheque and after the date of execution of this Agreement will not be available to the borrower. Similarly any increase in the interest rate prior to the realization of the cheque and after the date of the execution of this Agreement will not be passed on to the borrower.

2.6 Amortisation

- (a) Subject to Article 2.2 the borrower will amortise the loan as stipulated in the Schedule subject however that in the event of delay or advancement of disbursement for any reason whatsoever, the date of commencement of EMI shall be the first day of the month following the month in which the disbursement of the loan will have been completed and consequently the due date of payment of the first EMI in such case will be the 5th day of the month following such month.
- (b) In addition to (a) above, the borrower shall pay to HDFC PEMII every month, if applicable.
- (c) Notwithstanding what is stated in Article 2.6(a) above and in the Schedule, HDFC shall have the right at any time or from time to time to review and reschedule the repayment terms of the loan or of the outstanding amount thereof in such manner and to such extent as HDFC may in its sole discretion decide. In such event/s the borrower shall repay the loan or the outstanding amount thereof as per the revised schedule as may be determined by HDFC in its sole discretion and communicated to the borrower by HDFC in writing.
- (d) Save and except as provided under sub-article (e) below, for administrative convenience the EMI amount is intended to be kept constant irrespective of variation in the AIR and as a result of this the number of EMIs is liable to vary. No intimation shall be given by HDFC as to the number of EMIs required to be paid by the borrower upon each AIR application. Provided however, the information as to the applicable/applied AIR during the financial year of HDFC and the number of EMIs payable from the last AIR application during such year shall be intimated by HDFC to the borrower annually. The borrower shall pay EMIs until the loan together with interest is repaid in full.
- (e) Notwithstanding anything to the contrary contained in this Agreement, having regard to the AIR for the time being, HDFC shall be entitled to increase the EMI amount suitably if:
 - (i) the said EMI would lead to negative amortisation (i.e. EMI not being adequate to cover interest in full), and / or
 - (ii) the principal component contained in the EMI is inadequate to amortise the loan within such period as determined by HDFC.The borrower shall be required to pay such increased EMI amount and the number thereof as decided by HDFC and intimated to the borrower by HDFC.
- (f) HDFC may vary its retail prime lending rate from time to time in such manner including as to the loan amounts as HDFC may deem fit in its own discretion.
- (g) The borrower shall of his own accord send to HDFC a statement of his income every year from the date hereof. However, HDFC shall have the right to require the borrower to furnish such information/documents concerning his employment, trade, business or profession at any time and the borrower shall furnish such information/documents immediately.

2.7 Delay in payment of EMI etc.

- (a) No notice, reminder or intimation will be given to the borrower regarding his obligation to pay the EMI or PEMII regularly on due date. It shall be entirely his responsibility to ensure prompt and regular payment of EMI or PEMII.
- (b) The delay in payment of EMI or PEMII shall render the borrower liable to pay additional interest at the rate of 18 per cent per annum or at such higher rate as per the rules of HDFC in that behalf as in force from time to time. In such event, the borrower shall also be liable to pay incidental charges and costs to HDFC.

2.8 Prepayment

The borrower shall be entitled to prepay the loan, either partly or fully, as per rules of HDFC, including as to the prepayment charges, for the time being in force in that behalf.

2.9 Terminal Dates for Disbursement

Notwithstanding anything to the contrary contained herein HDFC may by notice to the borrower suspend or cancel further disbursements of the loan if the loan shall not have been fully drawn within 12 months from the date of the letter of offer.

2.10 Alteration and Re-Scheduling of Equated Monthly Instalments

If the loan is not totally drawn by the borrower within a period of 12 months from the date of letter of offer the EMI may be altered and re-scheduled in such manner and to such extent as HDFC may, in its sole discretion, decide and the repayment will be made as per the said alteration and re-scheduling notwithstanding anything stated in Article 2.6 and the Schedule.

2.11 Liability of Borrower to be Joint and Several

The liability of the borrower to repay the loan together with interest, etc. and to observe the terms and conditions of this Agreement/and

any other Agreement/s, document/s that may have been or may be executed by the borrower with HDFC in respect of this loan or any other loan or loans is joint and several.

- 2.12 Upon the borrower opting for any scheme or accepting any offer from his employer providing for any benefit for resigning or retiring from the employment prior to superannuation, or upon the employer terminating his employment for any reason or upon the borrower resigning or retiring from the service of the employer for any reason whatsoever, then notwithstanding anything to the contrary contained in this agreement or any letter or document, the entire outstanding principal amount of the loan as well as any outstanding interest and other dues thereon shall be payable by the borrower to HDFC from the amount or amounts receivable by him from the employer under such scheme or offer, or any terminal benefit, as the case may be. Provided however, in the event of the said amount or amounts being insufficient to repay the said sums to HDFC in full, the unpaid amount remaining due to HDFC shall be paid by the borrower in such manner as HDFC may in its sole discretion decide and the payment will be made by the borrower accordingly notwithstanding anything stated in Article 2.6 and the Schedule.

The borrower hereby irrevocably authorises HDFC to communicate with and receive the said amounts from his employer directly.

- 2.13 The spread applicable to the borrower for the purpose of computation of AIR is as indicated in the Schedule. In the event of HDFC offering revised spread in future, the borrower shall have the option to opt for the revised spread in respect of the loan, provided if such option is made available by HDFC, with prospective effect upon payment of such fee and execution of documents as HDFC may prescribe in that behalf. It shall be the borrower's responsibility to keep himself informed about the revision in spread from time to time.

ARTICLE 3 COVENANT FOR SECURITY

3.1 Security for the loan

The borrower covenants that the principal sum of the loan, interest, commitment and other charges and any other dues under this agreement shall be secured by such security as HDFC shall determine in its sole discretion with HDFC having the right to decide the place, timing and type of the security including the manner of its creation and/or additional security it may require and the borrower shall create the security accordingly and furnish any such additional security as may be decided by HDFC.

3.2 The borrower shall comply with the following:

- To execute a money bond or a pro-note in favour of HDFC for the amount of the loan.
- To execute any such Agreement/s, document/s, undertaking/s, declaration/s that may be required now or hereafter at any time during the pendency of this loan/or any other loan or loans granted by HDFC hereafter.

ARTICLE 4 CONDITIONS PRECEDENT TO DISBURSEMENT OF THE LOAN

- 4.1 (a) *Utilisation of Borrower's Contribution:* The borrower assures HDFC that he has, prior to receiving the disbursement of the loan this day as aforesaid utilised his own contribution i.e. the cost of the property less HDFC's loan.
- (b) *Compliance:* The borrower has assured HDFC that he has complied with all other preconditions for disbursement of the loan.

4.2 Other Conditions for Disbursement

The obligation of HDFC to make any disbursements under the Loan Agreement shall also be subject to the conditions that:

- Non-existence of Event of Default:* No event of default as defined in Article 7 shall have happened.
- Evidence for Utilisation of Disbursement:* Such disbursement shall at the time of request therefor be needed immediately by the borrower for the purpose of purchase or construction of the property as the case may be, and the borrower shall produce such evidence of the proposed utilisation of the proceeds of the disbursement as is found satisfactory by HDFC.
- Extra-ordinary Circumstances:* No extra-ordinary or other circumstances shall have occurred which shall make it improbable for the borrower to fulfil his obligations under this Agreement.
- Utilisation of prior Disbursement:* The borrower shall have satisfied HDFC about the utilisation of the proceeds of any prior disbursements.

ARTICLE 5 COVENANTS

5.1 Particular Affirmative Covenants

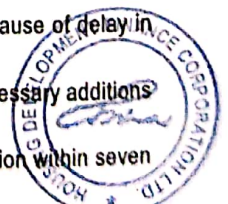
- (a) *Utilisation of loan:* The borrower shall utilise the entire loan for the purchase/construction of the property as indicated by him in his loan application and for no other purpose whatsoever.

(b) Purchase / Construction

The borrower covenants that he shall complete the purchase / construction as indicated by him in his loan application or otherwise and obtain and produce to HDFC a proper completion certificate issued by the concerned municipal corporation or municipality or authority.

The borrower further covenants that it shall be his responsibility to ensure that the construction of the property is in accordance with the National Building Code of India issued by the Bureau of Indian Standards and also meets with the safety standards prescribed therein.

- (c) *Notify causes of delay:* The borrower shall promptly notify any event or circumstances which might operate as a cause of delay in the commencement or completion of the construction/purchase of property.
- (d) *Maintenance of property:* The borrower shall maintain the property in good order and condition and will make all necessary additions and improvements thereto during the pendency of the loan.
- (e) *To notify change in employment etc.:* The borrower shall notify any change in his employment, business or profession within seven days of the change.



- (f) *Compliance with rules etc. and payment of maintenance charges etc.:* The borrower shall duly and punctually comply with all the terms and conditions for holding the property and all the rules, regulations, bye-laws etc., of the concerned Co-operative Society, Association, Limited Company or any other Competent Authority, and pay such maintenance and other charges for the upkeep of the property as also any other dues etc., as may be payable in respect of the said property or the use thereof.
- (g) *Insurance:* Notwithstanding what is contained herein or any document or letter the borrower shall be vigilant and he shall ensure that the property is, during the pendency of the loan, always duly and properly insured against all risks such as earthquake, fire, flood, explosion, storm, tempest, cyclone, civil commotion, etc, HDFC being made the sole beneficiary under the policy / policies, and produce evidence thereof to HDFC on his own from time to time. The Borrower shall pay the premium amounts promptly and regularly so as to keep the policy/policies alive at all times during the said period.
- (h) *Loss / Damage to property:* The borrower shall promptly inform HDFC of any material loss / damage to the property that may be caused to it for any reason whatsoever.
- (i) *Title:* The borrower shall ensure that he has absolute, clear and marketable title to the property and that the property shall be absolutely unencumbered and free from any liability whatsoever.
- (j) *The Prevention of Money Laundering Act, 2002*
The borrower declares that all the amounts including the amount of own contribution paid / payable in connection with the property, as well as any security for the loan, is / shall be through legitimate source and does not / shall not constitute an offence of Money Laundering under The Prevention of Money Laundering Act, 2002.

5.2 Notify Additions, Alterations

The borrower shall notify and furnish details of any additions to or alterations in the property or the user of the property which might be proposed to be made during the pendency of the loan. The borrower further undertakes to notify HDFC and furnish details of any addition or alteration or change in the property offered / intended to be offered to secure the loan.

5.3 HDFC's Right to Inspect

The borrower agrees that HDFC or any person authorised by it shall have free access to the property for the purpose of inspection/supervising and inspecting the progress of construction and the accounts of construction to ensure proper utilisation of the loan. The borrower further agrees that HDFC shall have free access to the property for the purpose of inspection at any time during the pendency of loan.

5.4 Negative Covenants

Unless HDFC shall otherwise agree:

- (a) *Possession:* The borrower shall *not* let out or otherwise howsoever part with the possession of the property or any part thereof.
- (b) *Alienation:* The borrower shall not sell, mortgage, lease, surrender or otherwise howsoever alienate the property or any part thereof.
- (c) *Agreements and Arrangements:* The borrower shall not enter into any agreement or arrangement with any person, institution or local or Government body for the use, occupation or disposal of the property or any part thereof during the pendency of the loan.
- (d) *Change of use:* The borrower shall not change residential use of the property. If the property is used for any purpose other than residential purpose, in addition to any other action which HDFC might take, HDFC shall be entitled to charge, in its sole discretion, such higher rate of interest as it might fix in the circumstances of the case.
- (e) *Merger:* The borrower shall not amalgamate or merge the property with any other adjacent property nor shall he create any right of way or any other easement on the property.
- (f) *Surety or Guarantee:* The borrower shall not stand surety for anybody or guarantee the repayment of any loan or the purchase price of any asset.
- (g) *Leaving India:* The borrower shall not leave India for employment or business or for long term stay abroad without fully repaying the loan then outstanding together with interest and other dues and charges including prepayment charges as per the rules of HDFC then in force.

5.5 Appropriation of payments

Unless otherwise agreed to by HDFC any payment due and payable under the Loan Agreement and made by the borrower or received by HDFC would be appropriated towards such dues in the order, namely:


1. costs, charges, expenses, incidental charges and other monies that may have been expended by HDFC in connection with recovery;
2. additional interest and/or liquidated damages on defaulted amounts;
3. prepayment charge, commitment charge and fees;
4. PEMII;
5. EMI;
6. principal amount of the loan.

5.6 Change in address: The borrower shall inform HDFC forthwith as regards any change in his address for service of notice.

ARTICLE 6 BORROWER'S WARRANTIES

6 The Borrower hereby warrants and undertakes to HDFC as follows:

- (a) *Confirmation of loan application:* The borrower confirms the accuracy of the information given in his loan application made to HDFC and any prior or subsequent information or explanation given to HDFC in this behalf.
- (b) *Disclosure of material changes:* That subsequent to the said loan application there has been no material change which would affect the purchase/construction of the property or the grant of the loan as proposed in the loan application.
- (c) *Charges and encumbrances:* That there are no mortgages, charges, liens or other encumbrances or any rights of way, light or water or other easements or right of support on the whole or any part of the property.
- (d) *Litigation:* That the borrower is not a party to any litigation of a material character and that the borrower is not aware of any facts likely to give rise to such litigation or to material claims against the borrower.


Ramkumar Pandey

- (e) *Disclosure of defects in property:* That the borrower is not aware of any document, judgement or legal process or other charges or any latent or patent defect affecting the title of the property or of any material defect in the property or its title which has remained undisclosed and/or which may affect HDFC prejudicially.
- (f) *Public schemes affecting the borrower's property:* That the borrower's property is not included in or affected by any of the schemes of Central/State Government or of the improvement trust or any other public body or local authority or by any alignment, widening or construction of road under any scheme of the Central/State Government or of any Corporation, Municipal Committee, Gram Panchayat, etc.
- (g) *Infringement of local laws:* That no suit is pending in the Municipal Magistrate's Court or any other Court of Law in respect of the property nor has the borrower been served with any Notice for infringing the provisions of the Municipal Act or any Act relating to local bodies or Gram Panchayats or Local Authorities or with any other process under any of these Acts.
- (h) *Disclosure of facts:* That the borrower shall disclose all facts relating to his property to HDFC.
- (i) *Due payments of public and other demands:* That the borrower has paid all public demands such as Income Tax and all the other taxes and revenues payable to the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.
- (j) It shall be the borrower's obligation to keep himself acquainted with the rules of HDFC, herein referred to, in force from time to time.

ARTICLE 7 REMEDIES OF HDFC

If one or more of the events specified in this Article (hereinafter called events of default) shall have happened, then, HDFC by a written notice to the borrower may declare the principal of and all accrued interest on the loan that may be payable by the borrower under or in terms of this Agreement and/or any other Agreements, documents subsisting between the borrower and HDFC, as well as all other charges and dues to be due and upon such declaration the same shall become due and payable forthwith and the security in relation to all loans shall become enforceable, notwithstanding anything to the contrary in this Agreement or any other Agreement/s or document/s.

7.1 Events of Default

- (a) *Payment of Dues:* Default shall have occurred in payment of EMIs and/or PEMIs and in payment of any other amounts due and payable to HDFC in terms of this Agreement and/or in terms of any other Agreement/s, document/s that may be subsisting or that may be executed between the borrower and HDFC hereafter.
- (b) *Performance of Covenants:* Default shall have occurred in the performance of any other covenants, conditions or agreements on the part of the borrower under this Agreement or any other Agreement/s between the borrower and HDFC in respect of this loan and for any other loan and such default shall have continued over a period of 30 days after notice thereof shall have been given to the borrower by HDFC.
- (c) *Supply of Misleading information:* Any information given by the borrower in his loan application to HDFC for financial assistance is found to be misleading or incorrect in any material respect or any warranty referred to in Article 6 is found to be incorrect.
- (d) *Inability to Pay Debts:* If there is reasonable apprehension that the borrower is unable to pay his debts or proceedings for taking him into insolvency have been commenced.
- (e) *Depreciation of Security:* If the security depreciates in value to such an extent that in the opinion of HDFC further security to the satisfaction of HDFC should be given and such security is not given, in spite of being called upon to do so.
- (f) *Sale or Disposal of Security:* If the security for the loan is sold, disposed of, charged, encumbered or alienated.
- (g) *Attachment or Distraint on Property:* If an attachment or distraint is levied on the property or any part thereof and/or certificate proceedings are taken or commenced for recovery of any dues from the borrower.
- (h) *Failure to furnish information/documents/post dated cheques:* If the borrower fails to furnish information/documents as required by HDFC under the provisions of Article 2.6(g) or furnish post dated cheques as required by HDFC.
- (i) *Failure to create security:* If the borrower fails to create security as required by HDFC.

7.2 Bankruptcy or Insolvency

If the borrower shall become bankrupt or insolvent, the principal of and all accrued interest on the loan and any other dues shall thereupon become due and payable forthwith, anything in this Agreement to the contrary notwithstanding.

7.3 Notice to HDFC on the Happening of an Event of Default

If any event of default or any event which, after the notice or lapse of time or both would constitute an event of default shall have happened, the borrower shall forthwith give HDFC notice thereof in writing specifying such event of default, or such event.

7.4 Issue of certificates

HDFC may issue any certificate as regards payment of any amounts paid by the borrower to HDFC in terms of this Agreement only if the borrower has paid all amounts due under the Agreement to HDFC and the borrower has complied with all the terms of this Agreement.

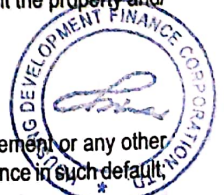
7.5 Communication with third party, etc.

In the event of default HDFC shall be entitled to communicate, in any manner it may deem fit, to or with any person or persons with a view to receiving assistance of such person or persons in recovering the defaulted amounts. Also, representatives of HDFC shall be entitled to visit the property and/or any place of work of the borrower.

ARTICLE 8 WAIVER

8 Waiver not to impair the Rights of HDFC

No delay in exercising or omission to exercise, any right, power or remedy accruing to HDFC upon any default under this Agreement or any other Agreement or document shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default.



Ram Kishor Pandey

nor shall the action or inaction of HDFC in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of HDFC in respect of any other default.

ARTICLE 9 EFFECTIVE DATE OF AGREEMENT

9 Agreement to become Effective from the Date of Execution

The Agreement shall have become binding on the borrower and HDFC on and from the date of execution hereof. It shall be in force till all the monies due and payable to HDFC under this Agreement as well as all other Agreement/s, document/s that may be subsisting/executed between the borrower and HDFC are fully paid.

ARTICLE 10 MISCELLANEOUS

10.1 Place and Mode of Payment by the Borrower

All monies due and payable by the borrower to HDFC under or in terms of this Agreement shall be paid at the registered office or the concerned regional/branch office of HDFC by cheque or bank draft, drawn in favour of HDFC on a bank in the town or city where such registered office/branch/regional office is situated or in any other manner as may be approved by HDFC and shall be so paid as to enable HDFC to realise the amount sought to be paid on or before the due date to which the payment relates. Credit for all payments by cheque/bank draft drawn will be given only on realisation thereof by HDFC.

10.2 Inspection, Refinance, etc.

- (a) The borrower shall permit inspection of all books of accounts and other records maintained by him in respect of the loan, to officers of HDFC. The borrower shall also permit similar inspection by officers of such other companies, banks, institutions or bodies as HDFC may approve and intimate the borrower.
- (b) HDFC shall have the option to obtain any refinance facility or loan from any bank, company, institution or body, against any security that may have been furnished by the borrower to HDFC.
- (c) HDFC shall have the authority to make available any information contained in the loan application form and/or any document or paper or statement submitted to HDFC by or on behalf of the borrower and/or pertaining or relating to the borrower and/or to the loan including as to its repayment conduct, to any rating or other agency or institution or body as HDFC in its sole discretion may deem fit. HDFC shall also have the authority to seek and/or receive any information as it may deem fit in connection with the loan and/or the borrower from any source or person or entity to whom the borrower hereby authorises to furnish such information.

10.3 Assignment

The borrower shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement and/or any other related transaction documents including but not limited to the guarantees without the approval of HDFC. HDFC may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement and/or any other related transaction documents including but not limited to the guarantees. Notwithstanding any such assignment or transfer, the borrower shall, unless otherwise notified by HDFC, continue to make all payments under this Agreement to HDFC and all such payments when made to HDFC shall constitute a discharge to the borrower from its liabilities only to the extent of such payments.

10.4 Service of Notice

Any notice or request required or permitted to be given or made under this Agreement to HDFC or to the borrower shall be given in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail or telegram to the party to which it is required or permitted to be given or made at such party's address specified below or at such other address as such party shall have designated by Notice to the party giving such notice or making such request:

For HDFC: Housing Development Finance Corporation Limited
Ramon House, H T Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400 020.

For the Borrower: The residential address stated in the schedule or the property address described in the Schedule.

10.5 The borrower agrees/confirms as follows:

- (a) to keep alive the Insurance Policy/Policies assigned in favour of HDFC by paying on time the premium as they fall due and produce the receipts to HDFC whenever required;
- (b) HDFC shall have the right to receive and adjust any payment that it may receive in connection with any insurance policy/policies against the loan and alter the amortisation schedule in any manner as it may deem fit notwithstanding anything to the contrary contained in this Agreement or any other document or paper;
- (c) that he has scrutinised and is satisfied with the building plan, commencement certificate and all the requisite permissions pertaining to the property and that the construction is as per the approved plan and of a satisfactory quality.
- (d) HDFC may return the security (if any) to either/any of the borrowers notwithstanding any contrary advice/intimation from either/any of the borrowers at a later date.
- (e) Notwithstanding anything contained in this Loan Agreement the borrower is aware that in order to avail/claim benefit under the Income Tax Act (as in force from time to time) all the payments for the period upto March 31 would need to be paid by him on or before March 31 every year so that the same can be reflected in his statement of account for the concerned financial year.

The borrower alone shall be responsible to bear and pay the stamp duty as well as all other statutory charges on this agreement as well as on all other instruments in relation to the loan/Security (as may be applicable).

The Borrower declares and affirms that the particulars and information given in the application form are true, correct and complete and that he has not withheld any facts which are / were relevant or material for considering his application or granting of the loan by HDFC.



Ramkishor Pandey

SCHEDULE

SCHEDULE

Place and Date Of Loan Agreement Loan A/C No. : 601375008
File No. : 601375008

Place : LUCKNOW
Date : Nov 19/11 2011
(Month) (Day) (Year)

Product: RESIDENT LAND PURCHASE LOAN-VARIABLE RATE-
MONTHLY REST

Name of the Borrower
MR PANDEY RAM KISHORE

Address of the Borrower
HOUSE NO. J-17
CIVIL LINES
SITAPUR
SITAPUR - 261001



Ram Kishor Pandey

Article Reference

2.1 Amount of Loan
Rs. 1967000 (Rupees NINETEEN LAKH SIXTY SEVEN
THOUSAND ONLY)

2.2 Interest
RPLR* minus spread 5.75% = 10.75% per annum*.
Interest Rate Reset Revision Cycle: 3 months.

2.6 Amortisation

(a) Term of repayment 180 months. *

EMI Rs. 22050*

Number of EMIs 180 *

Date of commencement of EMI 1st day of DEC 2011

(d) Due Date of payment of first EMI 5th day of JAN 2012

Ram Kishor Pandey

However, in the event of delay or advancement of disbursement, the date of commencement of EMI shall be the first day of the month following the month in which the disbursement will have been completed. In such a case, the due date of payment of the first EMI shall be the 5th day of the month following such month.

(e) The borrower shall endeavour to pay subsequent EMIs at the end of each respective month but in any case shall pay on or before the 5th day of the following month.

*Subject to variation in terms of this agreement





X

Ram Kishore Pandey

Description of the property

X

Unit #J/2/0032 on Floor in the building called Ansal Sushant Golf City -Plots, situated at Sector J, Pocket 1- B, Hitech Town Ship, Sultanpur, Road, Lucknow, 226010

IN WITNESS WHEREOF the parties hereto have signed the day, month and year first above written.

Signed and Delivered by the within-named HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED by the hand of

POONAM TIWARI Assistant Manager Retail Lending



Mr. /Ms. _____

its authorised signatory

Signed and Delivered by the within-named borrower MR PANDEY RAM KISHORE

Ram Kishore Pandey X

R E C E I P T

Received the day and year above written from the within named HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED the sum of Rs 776475 (Rupees SEVEN LAKH SEVENTY SIX THOUSAND FOUR HUNDRED SEVENTY FIVE ONLY) by cheque no 65808 dated 9-11-2011 drawn on HDFC BANK LTD. 31/31 MG MARG, HAZRATGANJ, LUCKNOW NEW DELHI favouring ANSAL PROP & INFRA LTD A/C S. CITY, A/C: 00030310007654, HDFC BANK LTD, NEW DELHI

at borrowers request

I/We say received

X



Ram Kishore Pandey

