



भारतीय स्टेट बैंक  
State Bank of India

R C P C –PEN  
STATE BANK OF INDIA ,  
L B S MARG, BAZAR PETH-PEN  
TAL-PEN, DIST-RAIGAD  
MAHARASHTRA-402107  
PHONE NO : 02143-253540 / 252571  
FAX NO. : 02143-253519  
BRANCH CODE : 14002

The Branch Manager,  
State Bank of India,  
Khopoli – Branch

No. RCPC/CMP/2012-13/312  
Dear Sir,

Date 20/06/2012

**SBI HOME LOAN : Mr Nilesh Sadanand Kadam**

**Housing loan for Rs.12.70 Lacs ( Rs twelve lacs seventy thousand only )**

With reference to your letter DT.26/05/2012 we have pleased to inform you having sanctioned Housing Loan proposal in respect of the captioned applicant(s). Please ensure that the under noted formalities are completed before disbursement of loan:

- I. Execution of documents by the borrower(s) / Guarantor(s).
- II. Noting of detailed particulars of documentation in the Document Execution Register.
- III. Recovery of cost of Non-Judicial stamp papers, required for documentation and credit of the same to Branch Charges Account.
- IV. Recovery of loan processing charges in all eligible cases as per Bank's extant norms.
- V. Mortgage—Please create equitable mortgage before disbursement of loan. While creating equitable mortgage please be guided by search reports submitted by the lawyer.

Contd



- VI. Noting—Please arrange for noting of bank's charges in the record of Talathi / City survey office as well as society of the building.
- VII. Disbursement—Please disburse loan only when borrower's contribution is paid by IOI or credit to vendor Account by ECS/CBS/RTGS.
- VIII. Inspection—please conduct post disbursement inspection within 7 days and thereafter as per Bank's extant instructions.
- IX. Please obtain completion certificate and occupation certificate from the competent authority.
- X. Please obtain PDCs as per extant instruction before disbursement of loan. & obtain SI to his/her S.B. account with you and entered S I in system.
- XI. Interest Rate— please freeze interest 0.75% above Base Rate, currently 10.00% p.a. with 0.25% concession rate, effective rate i.e. 10.50%.p.a.
- XII. In post sanction inspection boundaries should be ensured & report should be keep on record.
- XIII. In this context, we also forward here with a Date Chart in duplicate, duly filled in as per our books. Please complete the columns no.07,08 & 09 of the Date Chart viz.date of documentation at the Branch and date of first disbursement and return the duplicate copy of the same to this office for our records. Please keep the original copy of the Date Chart along with documents for perusal of the Inspecting Official of the Corporate Centre.

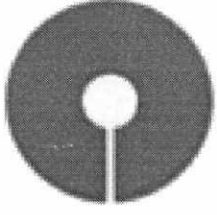
2. We, therefore, request you to go through sanction note before disbursement of loan.

Yours faithfully,



Chief Manager,  
(Rural CPC)-Pen





भारतीय स्टेट बैंक  
State Bank of India

RURAL C P C – PEN,  
STATE BANK OF INDIA,  
L B S MARG, BAZAR PETH-PEN,  
TAL-PEN, DIST-RAIGAD,  
MAHARASHTRA-402107.  
PHONE NO : 02143 - 253540  
FAX NO. : 02143 - 253519  
BRANCH CODE : 14002

Date Chart

Rural Business  
Control Return No.

Housing Loan  
Mr Nilesh Sadanand Kadam  
Housing Loan limit Rs.12.70 Lacs ( Rs twelve lacs seventy thousand only )  
Date chart for disposal of captioned loan proposal.

Sr.No.	Particulars	Date
1.	Date of Receipt at the Branch/MRT/BC/BF	24/05/2012
2.	Date of Receipt at the Rural CPC, Pen	30/05/2012
3.	Date of pre-sanction Inspection	01/06/2012
4.	Date of scrutiny & Advising queries to the branch	<b>11/06/2012</b>
5.	Date of receipt of additional documents/ clarification	16/06/2012
6.	Date of Sanction	20/06/2012
7.	Date of Documentation at the Branch	
8.	Date of 1 <sup>st</sup> Disbursement	
9.	Date of Insurance	

  
Chief Manager,  
(Rural CPC-Pen)



Confirmed the Date Chart as accorded here in above.

Date: -21//06/2012

Branch Manager  
Branch Khopoli  
Date



भारतीय स्टेट बैंक  
State Bank of India

Koapoalia SaaKa, , iSaLfaTa Kaopoalia  
ta. Kalaapur , ijalha rayagaD , maharaYT/

Khopoli Branch, Shilphata, Khopoli,  
Tal- Khalapur, Dist- Raigad, Maharashtra  
410203

Tel: (02192-) 263777/ 268236

Fax: 02192- 263777

E-mail: sbi.05551@sbi.co.in

The Chief Manager,  
State Bank of India,  
Alibag Branch  
Dist- Raigad

7637

Date: 04/07/2012

76-36

Dear Sir,

**INDIVIDUAL HOUSING LOANS (PUBLIC)**  
**CREATION OF EQUITABLE MORTGAGE**  
**SHRI. NILESH S KADAM**

We forward herewith the following documents of Mr. Nilesh S Kadam, for creation of equitable mortgage for the housing loan of Rs. 12, 70, 000/- (Rupees Twelve Lac Seventy Thousand only)

- 1) Memorandum of Deposit
- 2) Original Agreement for sale dated 27/03/2012
- 3) Registration Receipt No. 1260/12 dated 27/03/12 for Rs.15620/-
- 4) Index-II
- 5) NOC dt. 21/12/2011 by Omega Constructions for Flat No. B104, Riveira Estates, Aajoshi, Khalapur to mortgage the flat.
- 6) Undertaking Cum Declaration From Borrower
- 7) Copy of building plan
- 8) Search Reoprt by Adv V Patankar Dt 03/05/2012

Please arrange to create equitable mortgage and confirm to us at the earliest.

Mr. Nilesh S.Kadam signs as under.

Yours faithfully,  
  
Branch Manager



Attended this office for creation  
of Equitable Mortgage /  
Extension of Mortgage on ..... 04/07/12  
at ..... Alibag  
Chief Manager



भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये  
रु.1000

ONE THOUSAND RUPEES  
Rs.1000



सत्यमेव जयते

INDIA

महाराष्ट्र MAHARASHTRA

2818192

K 829227

अ.न. 939/ क्रिमत रु. 9000/- दिनांक  
मुद्रांक विक्री विक्राण : लक्ष्मण, खोपोली, ता. खालापूर.  
नाम : जिलेश लक्ष्मण चकम  
हस्ताक्षर : लक्ष्मण

2011/11/11  
2011/11/11

लक्ष्मण

2011

(स. संध्या र. पाटील)  
मुद्रांक विक्री परवाना  
क्रमांक 4/2000-2011



05 JUN 2012

SUB TREASURY OFFICER  
KHALAPUR - RAIGAD

Memorandum & Deposit of Title Deeds No. 7637

Date : 04/07/12

TRK

Asst





महाराष्ट्र MAHARASHTRA

K 829226

अ.न. 939 (क्रिमंत क.)

90001-दिनांक

26/6/92

मुद्रांक विक्री टिकाना : लक्ष्मण, सांगोली, ता. खालापूर

नाव :

वस्तु

जिलेश

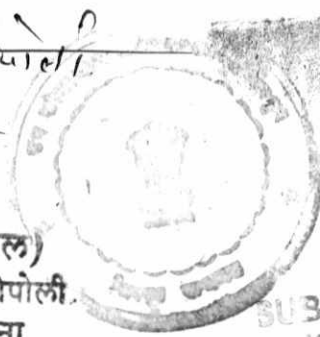
सदर

कम / सांगोली  
कालापूर

अथवा  


दस्तावेज

(सा. संध्या र. पाटील)  
सदर - लक्ष्मण खोपोली  
मुद्रांक विक्री परवाना  
क्रमांक 2/2000-2001



05 JUN 2012

SUB TREASURY OFFICER  
KHALAPUR - RAIGAD

Memorandum & Deposit of Title Deeds No. 7637

Date: 04/07/2012

Received





महाराष्ट्र MAHARASHTRA

M 030223

अं. नं. 939 (किंमत रु. 500/- दिनांक 28/6/92)

मुद्रांक विक्री ठिकाण : लखेज, खोपोली, ता. खानापूर.

नांव : निवेश मदन

हस्ताक्षर : लखेज

*[Handwritten Signature]*

लेखणी

(सा. संध्या र. पाटील)  
स्टॅम्प व्हेंडॉर - लखेज खोपोली,  
मुद्रांक विक्री परधाना  
रुमांक ६/2000-२००१

05 JUL 2012  
*[Handwritten Signature]*  
SUB TREASURY OFFICER  
KHALAPUR - RAIGAD

Memorandum & Deposit of Title Deeds No. 7637

Date: 04/07/2012

*[Handwritten Signature]*

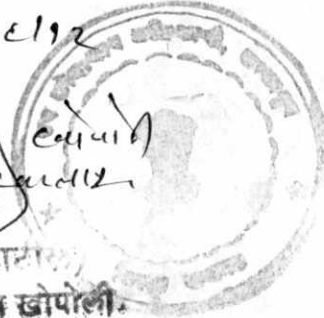
*[Handwritten Signature]*



महाराष्ट्र MAHARASHTRA

FB 742914

क्र. 789 (किंमत रु. 900/- दिनांक 28/06/12)  
 मूद्रांक विक्री ठिकाण : लखन, खोपोली, ता. खालापूर.  
 नांव : निलेश लखन  
 हस्तक्षेप



सं. संख्या २४५४  
 स्टॅम्प व्हंडार - लखन खोपोली.  
 मूद्रांक विक्री क्रमांक  
 क्रमांक २/२०००-७९९९

22 JUN 2012

SUB TREASURY OFFICER  
 KHALAPUR - RAIGAD

Memorandum & Deposit of Title Deeds No. 7637

Date: 04/07/2012

RECORDED

*[Handwritten Signature]*



Date: 04/07/12

## MEMORANDUM OF DEPOSIT (BORROWER'S PROPERTY AT HOME BRANCH / RACPC)

(Approved Corporate Centre, Mumbai vide Memo Number No. CC / LAW / SKS/ 392 dated 2nd April, 2005)

Stamp to be paid if required under the stamp law applicable to the State

## MEMORANDUM OF DEPOSIT

Mr Nilesh s/w/d of Sadanand Kadam attended State Bank of India Adibag (Branch) on the 4<sup>th</sup> day of July 2012 and met BRANCH MANAGER / AUTHORISE OFFICER and deposited in the presence of BRANCH MANAGER / AUTHORISE OFFICER (Name & Designation) the documents of title more particularly described in Schedule I hereunder written in respect of the property more particularly described in Schedule II hereunder written with an intent to create a first charge by way of equitable mortgage in favour of the Bank as continuing security for the payment of all moneys at any time due and payable by him/her to the Bank in respect of the term loan/advance of Rs. 1270000/- (Rupees Twelve lac seventy thousand only) granted to him/her under the individual Home Loan scheme together with interest, costs, charges and expenses.

Mr Nilesh s/w/d of Sadanand Kadam also acknowledged that the maximum amount intended to be secured by the said mortgage created on 4<sup>th</sup> day of July 2012 for the purposes of Section 79 of the Transfer of Property Act, 1982 is Rs. 1270000/- (Rupees Twelve lac seventy thousand only), without prejudice to his/her liability to the Bank for repayment of all moneys dues payable by him/her in respect of term loan of Rs. 1270000/- (Rupees Twelve lac seventy thousand only) together with interest, costs, charges and expenses.

While making the delivery of the said title deeds detailed in Schedule I hereunder written he also stated that there are no outstanding claims, attachments, notices in respect of any dues against the said property. He/She also confirmed that there are no encumbrances against the said property except those specifically disclosed to the Bank and the title deeds detailed in Schedule I hereunder written are the only documents of title in his/her possession in respect of the immovable property more particularly described in Schedule I hereunder written.

## SCHEDULE I

List of documents of title

- 1) Agreement for sale 27/03/12
- 2) Reg Receipt
- 3) Index II

## SCHEDULE II

Flat no B 104, 1st floor,  
- B wing Rivera Estates  
Plot T & 2 S no 8  
Ajoshi, Klopali

(Give full description of the property mortgaged)

Place - AdibagDate - 04/07/12

1. Chief Manager/Asstt. General Manager

1. Shri [Signature]2. Shri [Signature]

BRANCH MANAGER/AUTHORISE OFFICER  
(Signature of the Authorised Officer(s) who accepted delivery)

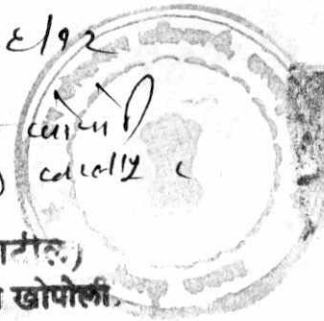
Branch - Adibag



महाराष्ट्र MAHARASHTRA

FB 742912

अ. नं. १११ (किंमत रु. १००/-) दिनांक 28/6/12  
 मुद्रांक विक्री ठिकाण : लखन, खांपोली, ता. खानापूर.  
 नाव : निलेश लखन बेटी  
 हस्त : लखन



लखन  
लखन  
लखन

(सा. संचय. पारोह.)  
 स्टॅम्प व्हेंडर - लखन खोपोली.  
 मुद्रांक विक्री परधाना  
 क्रमांक ६/२०००-२००१

22 JUN 2012

SUB TREASURY OFFICER  
 KHALAPUR - RAIGAD

लखन

UNDERTAKING CUM DECLARATION (BORROWER)

We, Shri/ Smt. Aklesh S Kadam adult age 35 years,  
Occupation - Service Residing at Flat No. B-104, 1st flr, Riviera Estates  
Khopoli  
solemnly affirm and state as follows:-

By Agreement for Sale dated 27/03/12 I have purchased residential premises being Flat No. 104 on 1st floor having \_\_\_\_\_ Sq. ft. area in building known as Riviera Estate constructed by M/s Omega Construction lying and situated at Khopoli, from M/s Omega Construction. At the time of execution of said Agreement for Sale I have paid part payment of sale price out of the entire amount of sale price to M/s Omega Construction and have yet to pay balance amount and therefore applied for housing loan facility to State Bank of India **Khopoli Branch**. The said Bank has agreed to give me loan on the condition that I should mortgage my said flat and I have agreed to mortgage the said Flat No. 104, Riviera Estate - B, Khopoli

I further state that I have not mortgaged the said flat with any other financial institution for loan. This is my first purchase of flat and first mortgage and said Agreement for Sale is genuine, original and same is of first sale. I state that the said flat is not subject matter of any attachment from any Court and there is no litigation pending in the Court in respect of said flat. I state that no third party interest is created in the said flat. I state that construction of the said flat is as per sanctioned plan and no additional F.S.I. is consumed. I further state that the said flat is not constructed on land which is subject to acquisition. I further undertake to produce subsequent payment receipt and possession receipt as and when issued. I further undertake to record lien of loan amount on the said flat in the record of said flat. I state that after creating mortgage in favour of Bank I shall not create any further encumbrance of whatever nature and shall not create any charge on the said flat till loan is repaid. The title of said flat is clear, just and proper but if any other person other than me claims any title to the said flat then I indemnify loss or damages caused to the Bank for giving me said loan amount. I also undertake to maintain and insure flat till loan is repaid.

Whatever is stated hereinabove is true and correct and if it is found false then I am liable for commission of offence and the said statement is given by me voluntarily and out of free will and not other any force coercion.

Place: - Khopoli

Date: - 03/7/12





भारतीय स्टेट बैंक  
भारतीय स्टेट बैंक  
State Bank of India

महाराष्ट्र, अलिबाग शाखा, पत्र पेटा क्र. 4, अलिबाग, जि. रायगड,  
महाराष्ट्र, पिन कोड क्र. - 402 201.  
Alibag Branch, post Box No.4, Alibag, Dist. Raigad, Maharashtra  
Pin Code No. 410 201. तार / Telegram : THISTLE  
दूरध्वनी / STD Code : 02141 Tel. No. 222010, 225017  
फैक्स / Fax : 02141-223306  
शाखा कूट / Br. Code No. 0308  
E-mail : sbialibag@sancharnet.in

INSURED POST / REGD. AD.

The Branch Manager,  
State Bank of India  
Branch  
K. K. Kulkarni

जा. क्रमांक / No. 7637  
76-36

दिनांक / तारीख / Date : 04/07/2012

Dear Sir / Madam,

7637  
76-36

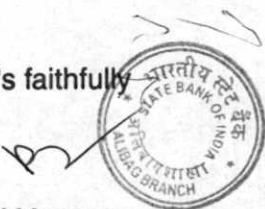
EQUITABLE MORTGAGE : SHRI / SMT. Nilash S Kadam

With reference to above, we forward herewith following documents as under after registering the equitable mortgage in our book as per folio No.

1. Memorandum of deposit No. 7637 on stamp paper Rs. 2600/-
2. Confirmation letter on stamp paper Rs. 100/- with envelope
3. Original registration receipt No. 1260/12 Dated 27/03/12
4. Original / Certified Agreement dated 27/03/12 with Regd. No. 1260/12
5. Search report of Advocate V Patankar dated 03/05/12
6. NOC from builder / society to mortgage the flat. dt 08/05/12
7. Index II
8. Undertaking to deliver original agreement.
9. 7/12 extract.
10. Original share certificate No. \_\_\_\_\_ Dated \_\_\_\_\_.
11. Bank share transfer form.
12. Municipal / Grampanchayat permission

The particulars of accounts are as under :

Your's faithfully



Chief Manager

हिंदी में पत्राचार का हम स्वागत करते हैं. हमें विश्वास है कि ऐसा करने से हिंदी के प्रयोग को बढ़ावा मिलेगा.

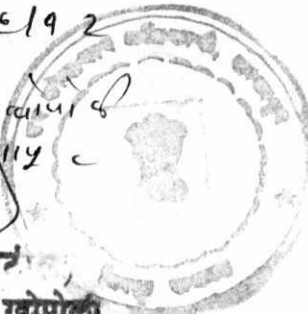




महाराष्ट्र MAHARASHTRA

FB 742909

अ.नं. 939 (किंमत रु. 900/- दिनांक 28/6/19 2  
 मुद्रांक विक्री ठिकाण : लव्हज, खोपोली, ता. खालापूर  
 नाचक : [Signature] / [Signature]  
 हस्ताक्षर : [Signature] / [Signature]



[Signature]  
 28/6/19

सहायक उप-मुद्रांक विक्री अधिकारी  
 लव्हज खोपोली,  
 मुद्रांक विक्री परधाना  
 क्रमांक 4/2000-7001

22 JUN 2012  
 [Signature]  
 SUB TREASURY OFFICER  
 KHALAPUR - RAIGAD

THIS FORMS AN INTEGRAL PART OF... Affidavit of Declarator  
 of... [Signature]... Nitesh Kadar  
 ON 3/7/12 TOWARDS Rs. [Signature] SANCTIONED  
 TO Nitesh Kadar UNDER... Rs. [Signature]...

[Signature]

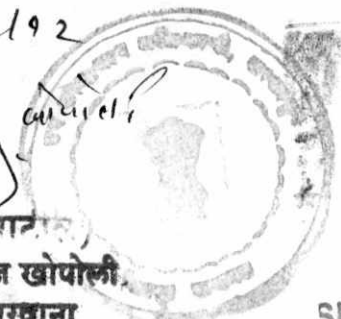




महाराष्ट्र MAHARASHTRA

FB 742910

अ.नं. 939 (किंमत रु. 900/-) दिनांक 28/6/12  
 मुद्रांक विक्री ठिकाण : लव्हेज, खोपोली, ता. खालापूर.  
 नांव : निलेश लव्हेज  
 हस्त : [Signature]  
 (स. मध्य पाठक)  
 स्टॅम्प व्हंडार - लव्हेज खोपोली,  
 मुद्रांक विक्री परवाना  
 क्रमांक 4/2000-7001



22 JUN 2012

SUB TREASURY OFFICER  
 KHALAPUR - RAIGAD

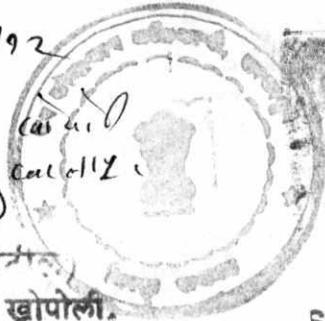
THIS FORMS AN INTEGRAL PART OF... affidavit  
 ON... 28/6/12 ... TO... Nilesh kach ...  
 TO... Nilesh kach ... UNDER... Hsg. loan ...



महाराष्ट्र MAHARASHTRA

FB 742911

श.नं 31८ किंमत रु. 900/- दिनांक 28/6/12  
 मुद्रांक विक्री विक्राना - लक्ष्मण खोपोली, ता. खालापूर.  
 नांव निलेश महाराष्ट्र  
 हस्तक्षेप  
 [Signature]  
 28/6/12



मुद्रांक विक्री विक्राना - लक्ष्मण खोपोली.  
 मुद्रांक विक्री परधाना  
 क्रमांक ६/2000-2001

22 JUN 2012

SUB TREASURY OFFICER  
 KHALAPUR - RAIGAD

THIS FORMS AN INTERNAL PART OF... Affidavit  
 Nitesh Kadav  
 ON 3/7/12 TO Hsg  
 TO Nitesh Kadav Hsg  
 Hsg... kaan...

(Covering letter for the Affidavit)

The Branch Manager,

State bank of India,

khopoli Branch,

Dear Sir,

**Affidavit of Declaration and Indemnity**

Please find enclosed an affidavit in respect of the Home Loan of Rs. 1270000/-/- availed by me/us.

x 

Signature(s) of Borrower(s)

Place - khopoli

Date - 3/7/12



(To be stamped as an Affidavit &amp; Indemnity as per applicable State Stamp Act)

**AFFIDAVIT**

I/We 1) (name and detailed address of the borrower)

Nilesh S Kadam

2) (name and detailed address of the borrower)

Shiv Prasad A1 second floor

Room no 11, Ganganigiri Put

3) (name and detailed address of the borrower)

Khopoli

the borrower(s) hereby make an oath and state as follows:

- 1] I/We have availed Home Loan / finance of Rs. 1270000 from State Bank of India (herein after referred to as 'the Bank') for purchase/construction of house/tenement/flat which is more particularly described in Schedule I hereunder written (hereinafter referred to as the scheduled property), and hereby declare that I/we have not availed any other loan for acquiring the scheduled property.
- 2] I/We declare that the scheduled property is not located in an unauthorized colony.
- 3] I/We declare that the scheduled property is meant for residential use and that it will not be used for commercial purposes.
- 4] Copy of the related construction plan sanctioned by the competent authority, namely \_\_\_\_\_ (name of the sanctioning authority) under reference No. \_\_\_\_\_ dated \_\_\_\_\_ is enclosed with this affidavit.
- 5] (Retain one from A and B below depending on the purpose of Home Loan)

A] (In case of Home Loan for building construction)

I/ We hereby undertake that I /We shall not violate the sanctioned construction plan and that the construction will be strictly as per the sanctioned plan (enclosed). It shall be my /our sole responsibility to obtain completion certificate from the competent authority within 3 months of completion of construction and produce the same for verification by the Bank, failing which the Bank shall have the power and authority to recall the entire loan with interest, costs and other usual Bank charges.

Or

B] (In case of Home Loan for constructed property /built up property)

I / We declare that the scheduled property has been constructed / built up as per the sanctioned plan and/or building bye-laws, and completion certificate under reference No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_, the competent authority is enclosed with this affidavit.

- 1] I / We hereby undertake to allow an Architect/Engineer appointed by the Bank to inspect the construction at various stages including the completion stage to ascertain conformity of construction with the sanctioned plan and confirm issuance of Completion Certificate by the Competent Authority.
- 2] I/We have full, absolute and unhindered right, title interest to and over the scheduled property and nobody else has any right, title or interest in the scheduled property.

x



- 3] As a security for the advance/finance availed by me/us, I/We have delivered to the Bank the title deeds more particularly described in Schedule II hereunder written in respect of the scheduled property with an intention to create mortgage of the scheduled property on \_\_\_\_\_ (date). I/we hereby declare that the documents of title delivered by me/us to the Bank are original title deeds and there are no other documents of title as to date in my/our possession or at my/our command.
- 4] That neither I/We nor any of my/our successors, administrators, assignee(s) and/or the legal heirs / representatives, nominees of the parties hereto do not have or shall not have any right to object to and/or challenge the charge created by me/us on \_\_\_\_\_ over the scheduled property in favour of the Bank.
- 5] I/we hereby declare that there are no subsisting charges/encumbrances on the scheduled property and I/we have not done any act which would affect our title to the scheduled property or the security created by me/us in favour of the Bank.
- 6] I/we hereby declare that the scheduled property is not subject to any attachment orders on account of taxes, inter alia, including income tax/sales tax/property tax/service tax or any other levy, penalty of any nature whatsoever.
- 7] That I/We declare that pursuant to the execution of the agreement of sale dated \_\_\_\_\_ in my/our favour, the sole and exclusive right, title and interest and the right to use and occupy the scheduled property stands vested in me/us and I/We hereby indemnify the Bank against any doubt and/or encumbrance in respect of my/our title over the said scheduled property and shall keep indemnified the Bank and/or anybody claiming through it against any claims, demands, actions, proceedings, losses, damages, recoveries, judgements, charges, lien, encumbrance (by way of sale, exchange, mortgage, gift, trust, possession, easement, lease, lien or lis-pendence or attachment either before or after judgement or other encumbrances etc.) that may or may not be reflected in the records of the competent Sub-Registrar of Assurances and expenses, and third party claims/proceedings, Notices, Injunctions from any Courts of Law restraining the Bank from enjoying the quiet, vacant and peaceful possession of the said scheduled property and keep the Bank indemnified against any act, deed by person(s) whomsoever by which the Bank may incur damages or suffer on account of any claim being made and established by any person or persons found interested in the said scheduled property hereunder written or any part thereof including proportionate / or partial interest in the said scheduled
- 8] I/We undertake to deposit and keep deposited with the Bank such sum of money as payable towards the loan instalments or approved securities including the Membership / Share Certificate when issued and any other title deeds of the said scheduled property which may come in my/our possession, (including the title deeds detailed in Schedule-II hereunder written) with the Bank for due fulfilment and discharge of my/our obligations towards the Bank in respect of or in connection with finance availed by me/us.
- 9] I/We authorize the Bank to take such steps to secure its dues which remain payable and outstanding from the me/us in the event of default, at any time and from time to time as it may deem necessary in its discretion including to protect/or to dispose off and sell the said scheduled property.
- 10] I/We hereby undertake not to hold the Bank responsible or liable for any loss or damage which I/We may suffer as a result of any act of omission and/or commission amounting to negligence or default on the part of the said Builder/Society or the previous owner of the said scheduled property.
- 11] I/we are aware that the Bank has believed on the declarations made by us in this affidavit and on the basis of the declarations made by me/us, has agreed to grant finance for acquisition of the scheduled property. I/we am/are aware that appropriate civil/criminal proceedings can be initiated against me/us if it turns out that the declarations/representations made by me/us hereinabove turn out to be incorrect, false or misleading.





**SCHEDULE I**

[See Para (a)]

(Detailed description of the property for which loan is granted)

flat no B 104, 1st floor B wing  
Riviera Estates Plot no 1 & 2  
S no 8, H no 1, Ajoshi  
Khalapur

**SCHEDULE II**

[See Para (h)]

(Description of Title Deeds)

- 1) Agreement for sale dt 27/03/12  
2) Reg Receipt  
3) Index II

**VERIFICATION**

- I/We 1) (name and detailed address of the borrower) Nitesh S kadam  
2) (name and detailed address of the borrower) Flat B-104, 1st floor  
B wing Riviera Estates  
3) (name and detailed address of the borrower) Plot/A 2, S no 8, Ajoshi

the borrower(s) solemnly verify that the contents of the above paragraphs are true to my/our knowledge.

Signed and verified at \_\_\_\_\_ (place) on \_\_\_\_\_ day of \_\_\_\_\_.

Place: Khopoli

Date: 3/7/12

Signature

- 1) [Signature]  
2) \_\_\_\_\_  
3) \_\_\_\_\_

ANNEXURE I

From:

Nilesh S Kadam

To,  
Branch Manager / Chief Manager,  
State Bank of India,

- I/We, understand that as a pre-condition, relating to grant of the loans / advances / other non-fund-based credit facilities to me / us,
2. Accordingly I / We, hereby agree and give consent for the disclosure by the State Bank of India of all or any such
    - a) Information and data relating to me / us;
    - b) the information or data relating to any credit facility availed of / to be availed by me / us, and
    - c) default, if any, committed by me / us, in discharge of my / our such obligation.
- as the State Bank of India may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau ( India) Ltd.
3. I / We, declare that the information and data furnished by me / us to the State Bank of India are true and correct.
  4. I / We, undertake that,
    - a) the Credit Information Bureau (India) Ltd. And any other agency so authorized may use, process the said information and
    - b) the Credit Information B Bureau (India) Ltd. And any other agency so authorized may furnish for consideration, the

Date : 31/7/12  
Place : Kolhapur

-----  
-----  
  
SIGNATURE OF THE BORROWERS

## Arrangement Letter - Home Loan

STATE BANK OF INDIA  
Khopoli BRANCHTo  
Shri/Smt./Kum.  
1) Nilush Sadanad ~~Ko~~ Kadan  
2).....

Date : 3/7/12

Dear Sir,

Personal Segment Advances :  
HOME LOAN : Rs. 12.70 lakhs

With reference to your application for Home Loan dated ....., we hereby sanction you a Home Loan limit of Rs. 12.70 lac (Rupees Twelve lac seventy thousand only) as per the undernoted break-up -

I] Home Loan -	Rs. 1270000/-
II] Funding of Home Loan Insurance Cover ((Optional) -	Rs. -
	Total - Rs. 1270000/-

on the following terms and conditions. Exercise of option provided in paragraph 11 is mandatory.

## 2 Purpose

- I] The loan of 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 (hereinafter referred to as the 'project') at the following address :  
Flat B-104, 1st floor, B wing, Reverse Estates Plot 142 S no 8  
Ajoshi, Khopoli, Khalapur
- II] Premium of Home Loan Insurance cover (Optional) - Rs. \_\_\_\_\_

3 Margin : % of the total cost of the project 20 %.

## 4 Rate of Interest :

## Fixed Rate of Interest :-

Interest on the loan will be charged at .....% p.a. on daily reducing balance at monthly rests, subject to interest rate reset at the end of every two years on the basis of fixed interest rates prevailing then. SBI may at its discretion stipulate the periodicity of computation of interest. Further, SBI may at its sole discretion alter the rate of interest suitably and prospectively in the event of major volatility in interest rates during the period of the agreement. Thenceforth the rate of interest varied as aforesaid shall be applicable to the Loan. SBI shall be the sole judge to determine whether such conditions exists or not. If the Borrower is not agreeable to the revised interest rate so fixed, the Borrower shall request SBI, within 15 days of receipt of the notice intimating change in interest rates from SBI, to terminate the loan and the Borrower shall repay the Loan and any other amount due to SBI in full and final settlement in accordance with the provisions of the Agreement relating to pre-closure.

## ✓ Floating Rate of Interest :-

Interest on the loan will be charged at 0.75% p.a. above Base Rate which is currently 10.00% p.a. (the current effective rate being 10.75% p.a.) with monthly rests. 0.25% concession

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 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 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)

Enhanced rate of interest @2% p.a. on the overdue amount for the period of default over and above the applicable rate will be charged if the Equated Monthly Instalment (EMI) remains unpaid for a period of 30 days from the due date, 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 - Rs.250/- for every bounced cheque).

5 Repayment :

240 EMI

The loan is to be repaid in Equated Monthly Installment of Rs. 12880/-. The repayment installment commences (a) 2 months after completion of construction of house/flat or after eighteen months from disbursement of first installment, where loan is released in installments, whichever is earlier or (b) from the next month after the date of full disbursement in respect of outright purchase of land/house/flat/extension, repairs or renovation of an existing house/flat \*. 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. (\* delete which is inapplicable.)

Pre-closure Charges

Processing fee Rs 3175/-

Loans on Fixed and Floating rate of interest :

Pre-closure charge of 2% of the amount pre-paid in excess of normal EMI dues will be levied in case of pre-closure of loan within 3 years from the stipulated date of commencement of repayment. If the loan is pre-closed from own resources other than borrowings, for which proof is submitted to the satisfaction of the Bank, pre-closure charges shall not be levied irrespective of the period for which the loan account has run.

6 Security :

The loan will be secured by :

A) Equitable / Registered mortgage/extension of mortgage of the land and building/flat situated at Flat B-104, Riviera Estate, Ajoshi for which the loan has been sanctioned, valued at Rs. 1582420 belonging to Shri/Smt./Kum. Nilesh Sadanand Kadam } 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 \_\_\_\_\_ valued at Rs. \_\_\_\_\_ 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] .....

7 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.

8 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.

9 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.

10 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.

11 Pre-EMI Interest :

Option for a one-time option to capitalise 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 card rates (worked out on the presumption that the loan is disbursed in lump sum 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 fulfilment 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 outstandings in the loan account after final disbursement, subject to submission of revised check-off authority or tendering post dated cheques towards the EMIs so arrived at
Option for servicing of pre-EMI interest*	Please tender post dated cheques drawn at monthly intervals for servicing of the amount of pre-EMI interest during the moratorium period

(\* score off whichever is not applicable)

12 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.

7 



- B] All the security documents prescribed have been executed by you/co-applicant (s)/ guarantor(s)
- C] The loan will be disbursed as under: (applicable where loans for construction is desired or purchase is through payment in instalments)

	Stage	Amount (Rs.)
I]		
II]		
III]		

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.

Yours faithfully,

Asst. General Manager/Chief Manager/Branch Manager



PBD Manager

Received the original. I/We, undersigned agree to the terms and conditions as set out in this letter. I/we have opted for (i) \*servicing of Pre-EMI interest or (ii) \* capitalization of pre-EMI interest. I/We wish to avail\* / do not wish to avail\* loan for funding of premium of Home Loan insurance cover.

Borrower(s) -

Date -

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

Gurantor(s) -

Date -

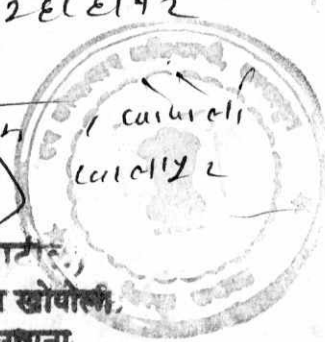
(\*strike off whichever is not applicable).



महाराष्ट्र MAHARASHTRA

FB 742913

श. नं. 939 (किंमत रु. 100/-) दिनांक 28/06/12  
 मुद्रांक विक्री ठिकाण - नरेंद्र, खोपोली, ता. खालापूर.  
 नाव: (नि. 2) 176115



24/6  
 [Signature]  
 24/6/12

(सा. संध्य. पाटील)  
 स्टॅम्प व्हेंडर - लक्ष्मण खोपोली,  
 मुद्रांक विक्री परधाना  
 क्रमांक 4/2011-12

22 JUN 2012  
 [Signature]  
 SUB TREASURY OFFICER  
 KHALAPUR - RAIGAD

THIS FORMS AN INTEGRAL PART OF Memorandum of  
 Terms for Nitesh Kadam  
 ON 31/12/12 Hsg. SANCTIONED  
 TO Nitesh Kadam UNDER Hsg. [Signature]

[Signature]

(SPECIMEN OF MEMORANDUM OF TERM LOAN AGREEMENT FOR  
HOME LOAN GRANTED TO PUBLIC)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 ATTESTEDTo  
STATE BANK OF INDIA  
KhopoliPLACE Khopoli  
DATE 31/7/2012

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.....(hereinafter called the "the Bank" which expression shall include its successors and assigns) having, at my/our request {Nitesh.....Son/Daughter/Wife of Sadanand Kudam at present aged around 35 yrs and residing at Khopoli and.....Son/Daughter/Wife of..... at present aged around ..... and residing at..... (hereinafter, called "the Borrower" which expression shall include his/her respective heirs, executors, administrators and assigns)} granted me/us \*Home Loan limit / 'SBI-Maxgain'(on Overdraft basis) / of Rs. 12.700000/- (Rupees Twelve lac surety thousand only) for purchase/construction of a flat/house/ plot of land or for extension/repairs/renovations of an existing house/flat/purchase of consumer durables and furnishings/funding of Home Loan insurance cover (hereinafter referred to as the 'project'), situated at Flat no B.104, 1st flr B Wing Riveira Estates, Plot 142, Ajoshi Khopoli (\*Delete whichever is not applicable)

1 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.

- dar:
- A] The disbursement of the amount of the loan shall be at the Bank's absolute discretion and shall be correlated 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 utilisation 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 arrangement/sanction letter which forms part of this Agreement in equated monthly instalments of Rs..... each till the entire loan with interest is fully repaid. The equated monthly instalments also include interest component. The Bank reserves the right to levy pre-closure charges of 2% of the amount prepaid in excess of normal EMI dues in case of pre-closure of loan within 3 years from the stipulated date of commencement of repayment. If the loan is pre-closed from own resources other than borrowings, for which proof is submitted to the satisfaction of the Bank, pre-closure charges shall not be levied irrespective of the period for which the loan account has run.



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

✓ Loan on floating interest rate basis

Interest on the amount of the loan will be applied at the rate of 0.75% per cent above BASE RATE which presently 10.00% p.a. and thus the present effective rate on the loan being 10.75% 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). 0.25% concession

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.

*an.*

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/pseudosalary 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

*[Handwritten signature]*

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 Instalments will have to be paid till the entire loan and the interest is fully repaid. Further, the amount of Equated Monthly Instalment 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 the first such monthly instalment following the month in which the loan amount is disbursed to me/us. The subsequent monthly instalments 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 instalment 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 instalments 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 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 instalments 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

\* Delete if not appropriate.



x



- G] On demand I/We agree to deliver to the Bank post-dated cheques for the monthly instalments 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 instalments 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 the 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 principal amount of the loan, or the balances then outstanding whichever is higher.
- J] In the event of my/our ceasing to be in business/service 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 upto the date of such repayment. Any such appropriation made by the Bank or my/our employee 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/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 licence 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

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 moneys payable under any such policy or under any claim made thereunder 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 that 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 instalment 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 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 instalment 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 securitisation 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:

Shri/Smt./Kum. Nilesh G. Kedam

[Signature]

(Borrower)

(Signature)

Shri/Smt./Kum. ....

.....

(Borrower)

(Signature)

Signed for and on behalf of

State Bank of India by

Shri/Smt. Miss Aastha Singh

(Dy. General Manager/Asst. General Manager/

Chief Manager/ Branch Manager

.....Branch,

an authorized officer of State Bank of India

[Signature]

(Signature)



7.