

# Samastipur District Central Co-operative Bank Ltd.

## HOME LOAN

### MOST IMPORTANT TERMS AND CONDITIONS

The MITC covers the following :

**Purpose for which home loan can be availed :** The loan will be sanctioned for the purpose of purchase / construction / extension / repairs/renovation of new/second-hand residential house/flat/purchase of consumer durables/furnishings (hereinafter referred to as the 'project')

**Premium of Home Loan Insurance cover (Optional) :** The premium for the optional Home Loan Life Insurance cover (if availed) will be added to the loan amount.

**Loan to Value Ratio (LTV) :** For loan amount less than Rs.20 Lacs, maximum permissible LTV ratio is 85% of the assessed value of the property. For loan amount more than Rs.20 Lacs and upto Rs. 50 lacs maximum permissible LTV ratio is 80%. In extra ordinary cases the upper limit may be enhanced upto 75 lacs by the Managing Director.

**Rate of Interest : 10.5 % Per Annum**

*Fixed Rate of Interest :*

Interest on the loan will be charged at the prevailing fixed rate of interest on daily reducing balance at monthly rests.

*Calculation of interest :-*

Interest on the amount of the loan will be applied at the prevailing rate per annum on daily reducing balance with monthly rests.

*Penal interest :-*

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. Enhanced rate of interest @2% p.a on the irregular amount for the period of irregularity, over and above the applicable rate will be charged if the Equated Monthly Installment (EMI) remains unpaid for a period of 30 days from the due date, for any reason, including a bounced cheque.

*Bounced cheque/ECS or SI dishonours :-*

A penalty of Rs 250/- will be charged for every bounced cheque/ECS or SI dishonours. The rate may vary from time to time.

**Repayment :** The loan is to be repaid in Equated Monthly Installments over the tenure of the loan. The repayment installment commences from a date specified in the sanction letter. The liability to the bank will be extinguished only when the outstanding in the loan account becomes Nil, on payment of residual amount, if any.



---

---

**Loan Tenor :**

Maximum 20 years (or) up to the age of 65 years (the age by which the loan should be fully repaid) of the borrower, whichever is early.

***Pre-closure Charges :-***

No pre-payment/ Pre-closure penalty will be levied on Home Loans irrespective of the period for which the account has run.

**Security :*****Primary :-***

The loan will be secured by Equitable / Registered mortgage/extension of mortgage of the land and building/ flat for which the loan is to be sanctioned.

***Collateral :-***

Liquid securities of adequate value in the form of Life Insurance policies, Government Promissory Notes, shares/ debentures, gold ornaments or such other tangible security as may be deemed appropriate. *Interim Security Pending Mortgage :-*

Wherever creation of mortgage is likely to be delayed for any valid reason, suitable security including third party guarantee, as considered necessary, may be taken for the interim period.

**Utilisation of the loan :**

The amount of the loan shall be utilized strictly for the purpose detailed in the borrower's application form and in the manner prescribed. The construction of the house/flat or the modification/extension proposed by the borrower 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 plan as originally approved, can be undertaken only after express sanction for it has been obtained from the appropriate authority.

**Insurance :**

The house/flat shall be insured comprehensively for the market value covering fire, flood, Earthquake etc. in the joint names of the Bank and the borrower. Cost of the same shall be borne by the borrower.

**Inspection :**

The Bank will have the right to inspect, at all reasonable times, the borrower's 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 the customer.



### **Fees and charges :**

1. Processing fee : Collected at the time of Documentation.

<b>Loan Amount</b>	<b>Processing Fee</b>
Upto Rs.25 Lac	0.25% of Loan Amount. Minimum Rs.1000/-
Above Rs.25 Lac and upto Rs.75	Lac Rs.6500/-

2. Other Fee/Charges :

<b>Reason</b>	<b>Particulars Fee</b>	<b>Amount</b>
Collected for payment to empanelled Advocate/Valuer	Legal Opinion & Search Report	Rs. 1500
	Valuation Fee	Rs. 1500

Fees paid to Bank's empanelled advocate and valuer for their professional services will not be refunded even if the loan is not sanctioned for any reason.

SDCCB Ltd. retains the right to alter any charges or fees from time to time or to introduce any new charges or fees, as it may deem appropriate, with due intimation to customer.

### **Disbursement :**

*The loan will be disbursed only on the following conditions :*

1. All the security documents prescribed have been executed by borrower/co-applicant(s)/ guarantor/s
2. A valid mortgage (equitable or registered if equitable mortgage is not possible) has been created in favour of the Bank as per the laws of the State.
3. Wherever creation of mortgage is likely to be delayed for any valid reason, suitable security including third party guarantee, has been taken for the interim period.
4. The loan will be disbursed in stages where a loan for construction is desired or purchase is through payment to seller in installments.
5. All necessary statutory compliances are in place.

SDCCB Ltd. may disburse the quantum of loan in lump sum or in installments at its own discretion depending on the level of construction of the House/Flat as acceptable to SDCCB. SDCCB will disburse loan amount directly to the builder/seller/society as the case may be and as requested / specified/ directed by the customer to SDCCB at the time of each disbursement. SDCCB shall not be responsible / liable in any manner whatsoever for any delay by the customer in providing such request/ specification/ direction to SDCCB and the customer shall not claim any costs, charges and expenses in any relation to any nondisbursal by SDCCB due to any such delay by the customer.



---

---

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.

**Default :**

In the event of default i.e. if the amount due is not paid by due date, the customer will be sent reminders from time to time for payment of any outstanding on his loan account, by post, fax, telephone, email, SMS messaging and/or through third parties appointed for collection purpose to remind, follow-up and collect dues. Any third party so appointed, shall adhere to the Indian Banks Association's (IBA) code of conduct on debt collection.

**Customer Service :**

For any service related issue, customer can get in touch with SDCCB by :

Write to Grievance Cell at our Head Offices

In case a customer is not satisfied with the handling of grievance by the Head Office, a communication may be sent (enclosing the message sent earlier to Head Office) to the Managing Director, SDCCB Patna at following address :

**Disclosure :**

The Managing Director

The Samastipur District Central Co-operative Bank Ltd.

Ashok Rajpath, Patna - 800001

SDCCB is authorized to disclose from time to time any information relating to the loan to any credit bureau (Existing or Future) approved by Government of India and Reserve Bank of India without any notice to the borrower. SDCCB is also authorized to make inquiries with the Credit Information Bureau of India (CIBIL) and get the applicants Credit Information Report.



---

---

# HOME LOAN

## 1. Introduction :

This encompasses instructions and procedures in respect of Home Loans to individuals. It should be noted that the basic Home Loan product has been referred to as “Home Loan” in this circular. The rationales and explanations mentioned.

## 2. Purpose

Loans under the Bank’s Home Loan Scheme may be granted to individuals to enable them to

- ☐ purchase /construct a new house/flat
- ☐ purchase an existing (old) house / flat or extend an existing house
- ☐ repair or renovate an existing house /flat

### 2.2 Loans for more than one house may be granted to an individual provided:

- a) Applicant(s) should fulfill the income criteria as also EMI/NMI norm after netting off the repayment obligations of the existing loans and subject to satisfactory conduct of existing loan(s) if any, as evidenced from statement of loan account and CIBIL report, provided sanctioning authority is satisfied about the genuineness of source of income and continuity of repayment capacity of the borrower.

## 3.1 Eligibility :

Individual(s) over 21 years of age with steady source of income, including persons engaged in agriculture & allied activities.

**In case the property holder is not having independent source of income, the income earning of near relative may join as co-borrower/ guarantor for the loan and his or her income can be taken for arriving at loan eligibility. For details please refer para 4.2.**

### 3.1.1 Loan Tenor:

Upto 20\* years subject to liquidation of the Home Loan before the borrower reaches the age of 65 years.

### 3.2 Maximum Age

Maximum age limit for a Home Loan borrower is fixed at 65 years, i.e. the age by which the loan should be fully repaid, subject to availability of sufficient, regular and continuous source of income for servicing the loan repayment. Sanctioning authority is, however, left with discretion to sanction loans to individuals above the age of 65 years, provided son / daughter / spouse, who is a legal heir and preferably below the age of 65 years, with sufficient income for servicing the loan repayment, joins as co-borrower / guarantor. Loan repayment in such cases should be made through a joint deposit account / current account in the names of all the joint borrowers / guarantors.



---

---

#### 4.1 Eligible Income for arriving at maximum loan amount

##### **For Salaried Customers:**

Form-16 or ITR for last two years will be obtained for all salaried applicants. However, the maximum permissible loan amount for all salaried applicants will be calculated based on Net Monthly Income arrived at based on

- (i) the salary income appearing in the latest salary slip/salary certificate.

PLUS

- (ii) other incomes which are either appearing in the Salary Slip or/and Form-16 or/and IT Return such as variable pay, performance/production linked incentives, bonus, overtime allowance, **reimbursement of expenditure, etc.** may be included in the salary income on the basis of the average of the last two years after excluding taxes and statutory deductions.

##### **For Non-Salaried Customers:**

(Businessmen/Professionals/Self-Employed):

I.T. Returns for last three years will be obtained for all non-salaried applicants however, the maximum permissible loan amount will be calculated based on Net Annual Income appearing in the latest Income Tax Return.

Existing norms for adding back the depreciation to the Net Annual Income of the individuals running their business/profession on proprietorship basis will remain unchanged (details mentioned in Para 4.3.)

Any disproportionate variation, say more than 20%, in current year income as compared to the previous year should be examined judiciously and the sanctioning authority should satisfy themselves about the reasons for such major variations.

#### 4.2 Expected Rental from the proposed houseproperty:

##### **Computation of expected rent accruals**

- (a) While computing maximum eligible loan amount, expected rent accruals from the proposed house/flat being let out (net of taxes, cess etc.) may be reckoned, subject to maximum amount equivalent to the applicant's Net Monthly

Income(NMI)/Net Annual Income (NAI).

- (b) The reasonableness of the expected rent accruals should be established keeping in view factors such as location of the property, area of the house/flat, rentals prevailing in the area etc.

#### 4.3 Adding back depreciation to the Net Income

Sanctioning authorities may permit adding back of depreciation to compute Net Annual Income of the borrower, subject to the following conditions:

- (a) The facility will be confined to businessmen, professionals and self-employed individuals who run the business/activity on proprietorship basis.
- (b) Sanctioning authority will ensure verification of fixed assets over which depreciation is claimed by the borrower during the pre-sanction inspection process.



- 
- 
- (c) The depreciation amount will be ascertained on the basis of previous three years 'Audited Balance Sheet' of business/activity and the latest audited balance sheet should not be older than 9 months.

Depreciation that is allowed to be added to the net income will be average depreciation during the last three years or depreciation for the current year **whichever is lower**.

Repayment obligation on account of loan, if any, availed by the borrower for purchase of fixed assets will be deducted while arriving at the net income of the borrower for the purpose of loan eligibility. DSCR of the existing loan(s) must remain within the corresponding benchmark values of DSCR as per the Bank's policy.

#### **5. EMI/NMI Ratio $\leq$ 50%**

Based on income-wise graded ratio as under:

**Equated Monthly Installment (EMI) for the purpose of computing the EMI/NMI ratio will include all EMIs towards existing loans and the proposed loan, therefore, existing EMIs should not be deducted from Gross Monthly Income for the purpose of computation of NMI.**

#### **6. Loan to Value (LTV) ratio (Margin)**

Maximum loan amount shall be restricted to the LTV ratio as prescribed by RBI, calculated on the lower of the following values:

- (i) Value mentioned in agreement to sale plus **one time cost of additional amenities & other costs related to the property which are permanent in nature and add up to the realizable value of the security/property** (viz. Township Corpus Fund, One time maintenance fund/deposit/corpus, Development Charges, Electrical fittings, one time Generator Charges, Club House Membership charges, Electricity/Water/Sewerage Board one time charges/deposits, VAT & Service Tax, etc.). **However, Stamp duty, Registration Charges and other documentation charges, which are not realizable in nature will not be included in the value of the property/agreement to sale for arriving at the loan eligibility,**

**And**

- (ii) Current Market value as per the latest valuation report.

Inclusion of Stamp Duty, Registration Charges and other Documentation Charges in project cost of dwelling unit not exceeding Rs.10 lacs

Stamp Duty, Registration Charges and other documentation charges has been permitted to be added to the cost of the house/dwelling unit for the purpose of calculating LTV Ratio in cases where the total project cost of the dwelling unit does not exceed Rs.10 lacs.

#### **7. Maximum Loan Amount :**

Maximum loan amount will be lowest of loan amount assessed on the basis of

- a) Permissible EMI/NMI ratio
  - b) Maximum permissible LTV ratio
  - c) Loan amount applied for
- i) In case of construction of individual house, where the plot is already owned by the borrower, the maximum loan amount will be restricted to the estimated cost of construction.



ii) *Adding cost of furnishings/interior to the cost of house / flat:*

10% of the cost of the house/flat or Rs. 5 lacs, **whichever is lower**. However, the maximum loan amount will be restricted to the stipulated LTV Ratio. The cost of interiors/Modular Kitchen/Fixtures/Furnishing etc., which add-up to the realizable value of the property, will be added to the agreement value/project cost, if already not added, for arriving at LTV. Amount towards interiors/Modular Kitchen/Fixtures etc. will be disbursed to the borrowers in two or more instalments based on actual progress in works relating to interiors/furnishing.

## **8. Maximum Loan for repairs / renovations**

The maximum loan amount should not normally exceed Rs 5 Lacs.

## **9. Interest Rate: 10.50%**

For current interest rates, reference may be made to interest rate circulars issued from time to time or website of the Bank

## **10. Fixed Interest Rate:**

Fixed interest Rate does not change with the changes in Base Rate.

## **Penal Interest on Irregular Loans:**

For Home Loans, if the irregularity exceeds EMI or Installment amount, for a period of **one month**, then penal interest should be recovered @2% p.a. (over and above the applicable interest rate) on the overdue amount for the period of default. If part installment or part EMI remains overdue, then penal interest should not be levied.

Branches should send letters as per *Annexure-HL-AG* to all the borrowers to caution them against occurrence of irregularity in the accounts. The rate shall be subject to upward/downward revision after every 5 year.

## **11. Processing**

<b>Fee Loan Amount</b> <b>Upto Rs. 25 lacs</b>	<b>Processing Fee</b> <b>0.25% of loan amount,</b> <b>minimum Rs. 1000/-</b>
<b>Above Rs. 25.00 lacs and upto Rs. 75 lacs</b>	<b>Rs. 6500/-</b>

## **12. CERSAI registration charges**

The registration charges (on actual basis) payable to CERSAI will be recovered from Home Loan borrowers at the time of documentation w.e.f. 30th December, 2013. The limit-wise registration charges (inclusive of Service Tax @ 14%) will be as under:

<b>Loan Amount</b> <b>Upto Rs. 5 lacs</b>	<b>Registration Charges (per loan account)</b> Rs. 285/- (Rs. 250/- plus Service Tax of Rs. 35/-)
<b>Above Rs. 5 lacs</b>	Rs. 570/- (Rs. 500/- plus Service Tax of Rs. 70/-)





---

---

### **13. Recovery of Lawyer's and Valuer's fee**

Amount paid in cash/by issue of cheque by the applicant towards Lawyer's and Valuer's fee should be appropriated, wherever the property documents are sent for search/valuation irrespective of the sanction or rejection of the loan.

However, the cheque issued by the applicant should be returned/ amount refunded if paid in cash, if the search/valuation is not carried out.

### **14. Security**

#### **14.1.Primary :**

Ordinarily an equitable mortgage by deposit of title deeds of the immovable property should be obtained to save high cost of legal expenses involved in registered mortgage. The title deeds of the landed property/ flat/ house etc. must be examined by the Bank's advocate who should certify in the search report that the mortgagor's title to the property is clear and that a valid equitable mortgage can be created. Where title deeds are not available or where it is considered necessary by the sanctioning authority, a Registered Mortgage of the immovable property should be obtained.

#### **14.2.Collateral:**

##### **Provision of accepting liquid securities in lieu of mortgage of residential unit**

The stipulation of mortgage of the residential property financed by us, may be waived provided in lieu thereof the loan is secured by pledge of liquid securities of adequate value viz. (i) Term Deposits ( including NRE/FCNB deposits) in own name/ in the name of third party (ii) NSCs/KVPs in own name/ in the name of a third party (iii) Life Insurance Policies in own name( to the extent of surrender value), Where ever, the security tendered stands in the name of the third party, he/she should guarantee the home loan.

However, "Agreement to Mortgage" should be obtained with a view to further strengthen security in addition to the documents required to pledge the liquid securities in Bank's favour. Also, all other extant stipulations governing regular Home Loan Scheme like purpose, eligibility, computation of income, LTV ratio, pre and post sanction formalities etc will remain unchanged.

##### **Provision of accepting other immovable properties as interim security in lieu of mortgage of house / flat financed**

There may be instances where the mortgage of residential property being financed by us is not possible or gets unusually delayed due to various reasons. If mortgage of the property being financed by us is not possible or gets unusually delayed, the sanctioning authority may permit acceptance of security of another immovable residential property of adequate value in lieu thereof subject to the following conditions:

- (i) The realisable market value of the residential property (should not be a vacant plot of land) should be at least 125% of the value of the Home Loan sanctioned.
- (i) The Sanctioning Authority while approving the proposal, should clearly mention as to why mortgage of the property being financed is not possible or is expected to get unusually delayed.
- (ii) The 'Agreement to Mortgage' for the property being financed should be obtained as security document to further strengthen security cover on the Home Loan.



- (iii) All other extant stipulations governing our regular Home Loan Scheme like purpose, eligibility, computation of income, LTV ratio, pre and post-sanction formalities, etc will remain unchanged.

#### **15.4. Interim Security pending creation of Mortgage.**

Wherever creation of mortgage is likely to be delayed for any valid reason, suitable security including third party guarantee, as considered necessary, may be taken for the interim period. The Agreement to Mortgage should be executed by the borrower and the mortgage, as prescribed, must be created subsequently at the earliest.

#### **15.5. Acknowledgement of Lien:**

Where house/ flat is being purchased from the Housing Board/ Govt. Institution/ a reputed builder, the original letter of allotment/ Agreement for sale should be obtained from the agency/ builder who is providing the house/flat to the applicant. A letter duly signed by the allottee advising the concerned agency/builder that a security over the house/flat is being created in favour of the Bank and the title deeds to the said property should be sent to the Bank direct on final payment must be obtained and forwarded to the concerned agency/builder and their confirmation for agreeing to do the needful should be obtained and kept on record.

In the case of allotment of flat/house by a Housing Coop. Society, the original share certificate/allotment letter issued by the Society to the allottee alongwith copy of the bye-laws of the Society concerned should be obtained and kept on record. The society must be advised of the Bank's interest in the evidencing title of the borrower to the property being purchased. The acknowledgement of the society for agreeing to do the needful must be obtained and kept on record. As Societies come under State Cooperative Societies Act, these documents would vary from State to State. Some security including third party guarantee may be taken during the construction period, wherever considered necessary to safeguard the Bank's interests. Format of NOC to be obtained from the seller/builder is enclosed at *Annexure / HL-V*

#### **16. Sanction of Loans**

<b>DGM (NFS)</b>	<b>-</b>	<b>Upto 10 Rs. Lakh</b>
<b>M.D.</b>		
<b>(SDCCB)</b>	<b>-</b>	<b>Upto 30 Rs. Lakh</b>
<b>Board</b>	<b>-</b>	<b>Upto 75 Rs. Lakh</b>

#### **17. Purchase of house /flats which are more than 15 years old :**

The expected longerity of the structure must be at least 5 (five) years more than the loan temor as certified by an structural engineer / architect of repute.

#### **18. Validity of Sanction:**

18.1 The sanction of a home loan will be valid for 6 months from the date of sanction. In case the loan remains undisbursed during the validity period the applicant will be required to seek fresh approval. However interest rate will be subject.



## 19. Verification

**19.1 CIBIL Report:** CIBIL Consumer Credit Information Report (CIR) is used in the Bank for the purpose of ascertaining the loan applicant's credit discipline. With a view to bringing uniformity across the operating units in the interpretation of CIBIL Credit Information Report guidelines are as under:

- (i) The name of the borrower should not be appearing in the willful defaulters' list of RBI.
- (ii) No loan will be permitted in cases where the default/write-off/settled amount exceeds Rs.50,000/-

**Enquiries:** CIBIL report is real time. Therefore "Enquiries:" section of the report comes handy for ascertaining the number of lenders with whom the borrower is talking about different credit facilities. Extra precaution may be exercised in cases where more than 2 enquiries of the same product and same amount are observed within a space of last 1 month. In such cases one more report may be pulled out prior to disbursement and status of those enquiries may be ascertained from the borrower.

**Home Loan limit upto Rs. 20 lacs: Report from CIBIL.**

**Home Loan limit above Rs. 20 lacs: Report from two credit bureau i.e. CIBIL & ECISPL (Equifax Credit Information Services Pvt Ltd)**

## 19.2 CERSAI System: Asset ID based verification

The search option in the CERSAI should be used to verify whether the property proposed to be mortgaged is free from encumbrance and to avoid multiple finance on the same property. Before creation of any mortgage the branches/ operating units have to verify the records of CERSAI to see that there is no pre existing charge registered with Central Registry.

The facility of Asset ID based verification in CERSAI is available free of charge.

## 20. Record of Applications received & disposed off:

A proper record of all applications received and disposed off should be maintained in the "Applications Received and Disposed Register" for effectively monitoring the actual time at every stage.

## 21. Repayment period:

Maximum 20 years (or) up to the age of 65 years (the age by which the loan should be fully repaid) of the borrower, whichever is early. Moratorium period from disbursement of first installment of the Home Loan may be allowed up to 48 months in conformity with authority structure for this purpose

## 22. Moratorium period (Repayment holiday)

The current moratorium period of 18 months may be considered adequate upto 7 floors for each tower. Beyond that we may consider additional 6 months for each 7 floors **subject to a maximum period of 36 months. Moratorium may be fixed for each tower separately**, if the whole project comprises more than one tower as under:

No. of floors	Maximum Permissible Moratorium
Upto 7 floors	18 months
>7 floors and <=14 floors	24 months



---

---

### A) For construction:

“Moratorium period from disbursement of first installment of the Home Loan may be allowed up to 18 months.

### B) For purchase of ready built house/flat and purchase of plot for construction of house

The repayment would start one month after the date of disbursement of the loan.

## 23. Recovery of Interest during moratorium period

Interest applied during the moratorium period should be recovered on monthly basis.

### 23.1. Capitalization of pre-EMI interest :

At the request of the borrower **recovery of interest during the moratorium period may be deferred only if moratorium period does not exceed 18 months.** In such cases, the EMI should be fixed on the basis of the loan amount and the total of interest to be applied (on compounding basis) to the loan account during the moratorium period on the presumption that the entire loan is disbursed on the date of first disbursement.

**Pre-EMI interest should be recovered as and when applied for a loan sanctioned with a moratorium period beyond 18 months**

## 24. EMI Reset

24.1 After completion of the moratorium period, should the borrower request for a change in the EMI on the basis of the actual outstandings (i.e. balance including accrued interest applied to the account during the moratorium period), the same may be permitted only after a fresh check-off facility for the revised EMI is registered with the employer or new set of post dated cheques for the revised EMI have been obtained.

24.2 In case of loans subject to floating rates of interest, EMI already fixed need not be increased/ decreased whenever there is rise/ fall in the floating rate of interest. Under such circumstances the number of installments would either increase or decrease depending upon the net effect of interest fluctuations on the total amount to be repaid by the borrower.

24.3 On written request of the select borrowers, the sanctioning authority may re-fix the EMI downwards consequent upon decrease in the floating rate of interest provided.

- i. the conduct of the account has been satisfactory and the account is Standard Asset,
- ii. the original home loan was of Rs.5 lacs or more and the downward revision in the floating rate of interest is 1% more as compared to the rate prevailing at the time of sanction of the loan.

24.4 The upward/ downward re-fixing of EMI can be granted only twice during the tenure of a loan. At each such instance, RACPCs / branches must ensure to establish a fresh check-off facility or arrange to obtain fresh post-dated cheques.

### 24.5 Part/ Balloon Payments

Part payments or balloon payments may be permitted / Branches may permit re-fixing of EMI downward if 20% or more of the outstanding amount is prepaid in one instance.



---

## 25. Repayments through ECS / SI

**In terms of RBI Circular No.RBI/2012-12/444/DPSS.CO.CHD.No. 1622/04.07.05/2012-13 dated 18.03.2013, no fresh Post Dated Cheques (PDC)/ Equated Monthly Installment (EMI) cheques (either in old format or new CTS-2010 format) shall be accepted by lending banks in locations where the facility of ECS/RECS (Debit) is available.**

Section 25 of the Payment and Settlement System Act, 2007 provides punishment for dishonor of electronic funds transfer on account of insufficient funds etc. The provisions of Section 25 of the said Act are similar to Sections 138, 139, 140 & 146 of the Negotiable Instrument Act dealing with dishonor of cheques and provide punishment for the said offence. Operating units may take legal recourse on dishonor of ECS or S.I with the same rigour as they would have taken for dishonor of Negotiable Instruments

However, it is necessary to obtain a couple of CTS-2010 compliant cheques from customers as Security Cheques in addition to ECS/SI mandate.

## 26. Post Dated Cheques (PDCs)

Where check-off facility/ECS/RECS (Debit) are not available, post-dated cheques ( **complying with CTS-2010 standard formats**) is obtained, each cheque being equal to the amount of the EMI fixed. **Operating functionaries shall make all efforts to convert existing PDCs in such locations in ECS/RECS(debit) by obtaining fresh mandates from the borrowers.** The under mentioned instructions with regard to obtention and custody of the PDCs should be followed.

- i. No. of cheques: At least 48 cheques or cheques covering the full/ remaining repayment period, whichever is less, should be obtained at each instance.
- ii. Diary Note: A suitable diary note for obtaining fresh 48 or lesser number of cheques where the remaining repayment period is less than 48 months, should be made after 42nd month so that a clear period of six months is available for pursuing the matter with the borrower.
- iii. Scrutiny of cheques: Cheques should be scrutinised to ensure that these are properly/ correctly filled in and duly signed.
- iv. Crossing of Cheques: Immediately after scrutiny of the cheques, they must be stamped with the Bank's special crossing stamp.
- v. Date of Cheques: The date of each cheque should synchronise with the date on which the monthly salary/ rent etc. of the employee is normally credited to his account. In case the deposit account of the borrower normally has a sufficient balance, the cheques should be dated prior to the 7th of the month concerned.
- vi. Collection of cheques: If cheques are drawn on the branch itself, branches may put through the debits to the accounts on 4 or 5 pre-determined dates so that the task is not spread over the whole of the month disrupting the other daily routine work. If the cheques are drawn on other branches / banks, they may be similarly presented through clearing on some fixed dates.
- vii. Custody of cheques: The cheques should not be retained along with the loan documents to avoid unnecessary handling of documents. In branches, the cheques must be held by the Branch Manager in a fire proof safe/ locker.



- 
- 
- viii. Cheques returned unpaid: Should any cheque be received unpaid from the drawee bank for want of sufficient funds, the borrower should be immediately contacted. On a written request of the borrower the cheque should be again presented to the drawee bank within a period of three days from the date of its return.
- ix. Legal action on account of unpaid cheques: In the event of the cheque being dishonoured or returned unpaid on account of (a) insufficient funds, or (b) closure of the account, or (c) payment being stopped by the borrower, the branches should take the following steps for initiating legal action under Section 138 of the Negotiable Instruments Act. 1881.

Step 1: Within 15 days of the receipt of advice of dishonour from the drawee bank, the branch must give a notice in writing to the drawer, calling upon him to pay the amount of the cheque within 15 days of receipt of the Bank's notice.

Step 2: The period should be carefully monitored by maintaining the record of each such case in a special register. If the borrower fails to make the payment of the overdue EMI represented by the dishonoured cheque within the period mentioned in the notice served on him, Step-3 should be taken.

Step 3: A complaint should be filed before the First Class Magistrate, within one month from the date of cause of action (i.e. from the expiry date of the period mentioned in the notice) e.g. : Cause of action arose on 1.1.2001, under Step-2, (that is failure to pay within time mentioned there) the complaint should be filed on or before 31.1.2001.

Step 4: During the pendency of the complaint, if the drawer desires to compound the offence, branch can withdraw the complaint on receipt of the amount of the cheque together with interest, legal cost and other expenses.

It may, however, be noted that the initiation of legal action is a measure of last resort and all efforts should be made to contact the borrower to regularise the position. However, the one month time limit must not be allowed to be exceeded under any circumstances, (except under instructions from the Controlling Office.)

## **27. Papers / Documents to be obtained along with loan application**

27.1. Applicable for all applicants:

List of papers/ documents applicable to all applicants:

Completed loan application on prescribed format (*Annexure/ HL-A*).

3 Passport size photographs.

Proof of identify : Any one of the following documents

Photo copies of Voters ID card/ Passport/ Driving licence/PAN card as CIBIL report cannot be accessed without one of these documents.

Proof of residence/current address : Any one of the following documents (photo copies of recent Telephone Bills/Electricity Bill/Water Bill/Piped Gas Bill/Property tax receipt/Passport/Voter ID card (only if contains the current address)/Aadhar Card/Credit Card Statement/Income/Wealth Tax Assessment Order/Copies of Registered leave & license agreement/Letter of allotment of accommodation from employer issued by State or Central

Government Departments, PSUs, Statutory/Regulatory bodies Commercial Banks and Listed Companies)



---

---

Proof of business address for non-salaried individuals

Statement of Bank Account/ Pass Book for last six months

Personal Assets and Liabilities statement on Bank's standard format

(Annexure /HL-B)

27.2. For guarantor (wherever applicable):

Personal Assets and Liabilities Statement

2 passport size photographs

Proof of identification as above

Proof of residence as above

Proof of business address as above

27.3. Additional documents required for salaried persons:

Current pay slip (Original Salary Certificate from employer when pay slip is not available)

Copy of Form 16 or copy of IT Returns for last two financial years, duly acknowledged by IT Deptt.

27.4. (A) Additional documents required for Professionals/self- employed/ other IT assesses :

Acknowledged copies of three years I.T. returns or Assessment Orders.\*

Photocopies of challans evidencing payment of Advance Income Tax.\* (\*photocopies to be kept for our records after verification of the originals with suitable noting regarding verification of the original by the official concerned)

(B)Additional documents required for Businessmen:

Acknowledged copies of three years I.T. returns or Assessment Orders.

Balance Sheets for last three years (Audited Balance Sheet, if annual sales are more than Rs. 45 lacs).

Copy of Partnership Deed/Memorandum of Association, as the case may be.

Opinion report from the respective Bank, if firm/company has availed any credit facility from any Bank.

27.5.Property documents:

- a) Sale Deed, Agreement of Sale, Original share certificate(s) issued by the society.
- b) Copy of approved plan (wherever applicable) \*
- c) Permission for construction (wherever applicable)
- d) Estimate ( for new house) / Valuation Report ( for ready built/ second sale properties) from approved valuers in respect of the property to be financed (wherever applicable)
- e) Land and Building tax paid receipts and possession certificate if applicable
- f) Letter of allotment from Housing Board/Society/Private Builder





- g) Original receipts of advance payments towards purchase of flat
- h) Search report/Non encumbrance certificate for the last 15 years from Bank's advocate.
- i) Original of land tax paid receipt and possession certificate issued by the revenue authorities.
- j) Original NOC under ULCR Act 1976
- k) Copy of the relative order in case of conversion of agricultural land
- l) Original No objection certificate [NOC] from Housing Society/Builder
- m) Letter from the builder/society/Housing Board intimating their a/c number and name of their bankers, for remittance of.

Copy of approved plan should not be insisted upon in such cases where houses/flats were constructed prior to enforcement of building bye laws of the concerned Development Authority/ Municipality/ Corporation. However, if the property in question is subject to property/ house tax, Branches can deduce from tax receipt that it is not an illegal construction. But, such receipts should not be insisted upon if no such tax is payable on the property.

#### 27.6. Other documents:

- a) Lawyer's report as per the standard format approved by the HO concerned.
- b) Declaration by the borrower agreeing to construct the house within the stipulated period in case of loan granted for purchase of plot of land.

### 28. Pre-sanction survey

On receipt of completed Home Loan application and required documents, pre-sanction survey should be carried out as under:

Place	Procedure
Residence of borrower	<ul style="list-style-type: none"> <li>a. Identify the borrower based on the proof of identification</li> <li>b. Identify the borrower's address on the basis of proof of residence.</li> <li>c. Educational qualifications</li> <li>d. Ascertain period of stay in the current residence</li> </ul>
	<ul style="list-style-type: none"> <li>e. Whether owned/company leased/rented. If rented, ascertain monthly rent being paid</li> <li>f. Ascertain whether he/she has a credit card and name of the card issuer</li> </ul>





	<p>g. Educational qualification of spouse and children (except minor children). If spouse/children are employed, name of the organization, designation, experience and salary</p> <p>h. Number of school going children</p> <p>i. Number of other dependent relatives staying with the borrower</p> <p>j. Discreet local enquiries with neighbours, opinion makers etc. to ascertain antecedents, credentials of the borrower</p> <p>k. Whether he/she owns a car and/or two-wheeler in his/spouse's name. The vehicle number and name of the owner may be recorded and the name of financiers, if any.</p> <p>l. Sanctioning Authority may make enquiries with the applicant's bankers, if he deems it necessary</p>
Residence of guarantor	Procedures enlisted a to c above to be followed
Office/work place of borrower (discreet enquiries to ascertain antecedents and credentials of the borrower)	<p>a) In case of salaried applicants - with colleagues, salary disbursement authority (also with a view to confirm genuineness of salary certificate)</p> <p>b) In case of self-employed/ businessmen/ professionals-with another firm engaged in the same line of activity, one or two firm(s) in the neighbourhood/ concerned industry body.</p>
Builder to establish the genuineness, track record and reputation in terms of timely	<p>i. With a few other reputed builders in the area</p> <p>ii. With a few of the owners of their completed projects to ascertain quality of construction, timely delivery and conveyance of ownership</p>



completion of quality projects	rights to the purchasers, any litigation/dispute on ownership issues.  iii. With the concerned industry body i.e. Chamber of Housing Industry/Builder's Forum etc.  iv. With the Builder's bankers
Property proposed to be purchased	(a) Independent and surprise visit to be made to the property.  (b) Identify the property based on details in the title documents

Landmarks for reaching and identification of the property to be recorded

Accessibility/approachability i.e. all modes of transport/ car/two wheeler only/others

Ensure that proper access is available to the property i.e. roads etc.

Comments on the locality i.e. whether residential/commercial/underdeveloped/ trouble prone.

Comment whether the area is posh/upper middle class/middle class/lower middle class/slum area

Discreet enquiries with the owners/occupants of neighbouring houses in respect of the ownership of the property, information on any pending disputes/litigation etc.

Ensure that the property is kept in good and tenantable condition.

Ascertain whether the property is rented out and, if so, for how long and the rentals p.m. Whether leased to an institution for occupation of its employees or rented out to an individual /business concerns

## 29 . Disbursement of Loans

29.1. It is mandatory that a Saving Bank Accounts/Other deposit account be opened before disbursement of Home Loan for all new borrower (s), if not already being maintained with the Bank. Attempt should be made to bring the salary account of the borrower, wherever applicable.

29.2 Loan should be disbursed on receipt of copy of Home Loan Arrangement Letter, duly signed by all the borrowers and guarantors, if any, within the validity period of the sanction, and after execution of prescribed documents and completion of necessary formalities. To safeguard the Bank's interest and to prevent misuse of funds, disbursements should be made only in phases co-relating to the actual progress made in the construction, e.g. at stages like completion of plinth, construction of lintel level, completion of roof, etc. as per the sanctioned plan. Certificate from the engineer/architect confirming stage-wise completion of the house/flat should be obtained and kept on record. Details of site inspection should be recorded under the signature of authorized official/employee of the Bank, and disbursement should be made only at the borrowers request in writing.



---

---

29.3 Physical verification of properties mortgaged to the Bank must be carried out and recorded at each of disbursement. Whenever it is established that physical verification of properties mortgaged to the Bank was not done, all the officials involved in the loan sanction process shall be held responsible for the lapses.

29.4 As regards loans for repairs/renovations/constructions etc., Branches should satisfy themselves about the estimated cost of work involved having regard to the extent thereof, materials to be used, cost of labour and other charges, and after obtaining certificates of the qualified engineers/ architects, as considered necessary.

29.5 Disbursement should be made through by NEFT/RTGS directly in the account of Builder/Seller or through Account Payee Draft, duly incorporating the builder's/seller's account number and name of bankers and shall be forwarded directly to the builder/seller by registered AD/Speed post under cover of forwarding letter as per specimen provided at *Annexure / HL-AD*.

***Under no circumstances, BC/DD should be handed over to the borrower/his representative/ builder's representative etc.***

### **30. Title deeds verification / Search report**

#### **Creating equitable mortgage of a flat/ independent house by a member of a Co-operative Society**

NOC is necessary to ensure that no dues of the society are outstanding against such member. Also a declaration from the society is required that the society has not created any prior charge over the property which is subsisting

Wherever possible the genuineness of the documents, relating to the property should be confirmed from the authorities concerned.

Search Report in case of properties allotted by the Development Authority/Government Bodies:

After successful completion of the process for the acquisition of the property, the title of the same is vested with the respective Government/Statutory Body. As such, there is no need to verify the flow of title prior to the acquisition of the property by obtaining Title investigation Report by the empanelled advocate in case of allotment made by the said body. Only subsequent alienations/ transactions are required to be verified.

However, in cases, where allotment/assignment of properties by said bodies are subject to some clauses like restricting alienation of the property in favour of the third party for a particular period or permission of the said authority for mortgaging the property in favour of Banks for raising loan by offering the property as security or restricting the marketability of the title etc., necessary clearance/approval/permission/NOC needs to be obtained from the appropriate authority. In such cases, it is advisable to get the title of the properties verified by the empanelled advocates to ensure that the allottee has clear, absolute and marketable title to the underlying property.

Similarly, in cases, where properties are assigned by the Government to different categories of people including landless poor by way of Pattas, there is no need to verify the flow of the title to the Government. However, these assignments are subject to the certain terms and conditions and there may be some clauses restricting/prohibiting alienation of the property. In such cases, the property would have no marketable title and it should not be accepted as a security for sanctioning any loan.

Acquired properties, which are developed by the said body and are the subject matter of the layout, should contain details like Sector Number, Plot Number etc along with boundaries for easy identification. Any property allotted without specific identification details should not be accepted as



security for financing as the Bank would not be able to enforce that security in case of default by the borrower.

### **Registration of Development Agreement**

The registration of Development agreement cum POA will be mandatory in all such cases where sale of the property is being executed by the POA holder

### **Obtention approved plans**

#### **(i) Home Loans upto Rs. 50.00 lacs:**

**Approved Plans:** The empanelled Valuers should be advised to verify the genuineness of the approved/sanctioned plan by comparing the original plan in the records of the approving authority with the copy of the approved/sanctioned plan submitted to the Bank.

#### **(ii) Guidelines have been made in the process of compilation of Title investigation report (TIR) in respect of Home Loans and Home related loans:**

	<p>TIR in respect of POA Sales/Gift Deed will invariably be obtained from two empanelled advocates, respective of loan amount.</p> <p>(b) However, the instructions for verification of genuineness of title documents by the empanelled advocates by inspection of books maintained at the Sub-registrar office will continue to be followed by both the advocates.</p> <p>(c) In cases where Title documents of current owner is more than 13 years old and the property is mutated in the name</p>
	of current owner, the certified copy will
	be obtained for the current Title
	documents only instead of current
	instruction of minimum two previous
	chain title documents.

However, in all other cases, the extant instructions for obtaining certified copy of minimum two previous chain titles falling within the TIR period (i.e. 13 or 30 years, as the case may be)/or all chain title documents executed within three year period from the date of the latest/current title deed papers will continue to be followed.



---

---

### **(iii) Identification and physical verification of property:**

To strengthen our due diligence process, the following steps should be taken during physical verification of the property;

A photograph (e.g selfie) of the Inspecting official at the site with or without the borrower should be taken as an integral part of the inspection and the same should be kept along with security documents.

The officials should visit location/ site of the property independently ( not along with borrower)

## **31. Inspections**

### **31.1 Pre-Sanction Process :**

#### **Standardization of Procedures and Formats: Rationalization**

##### **Pre-Sanction Inspection Sheet**

In the wake of the recent provisions in respect of visits to (i) the residence of the applicant, (ii) residence of guarantor, (iii) office/ work place of the borrower, (iv) Builder and (v) Property, Branch Managers are instructed to comment on all these required under Para (28) on Annexure H.L. (M) for recording of pre- sanction inspection visits.

### **31.2. Post Sanction Inspection**

#### **For Standard Assets :**

- Initial inspection(s) at the time of disbursement/ release of instalments during construction. Property inspection must be carried out and recorded at each stage of disbursement. During inspection the dealing official will verify the progress of construction in terms of disbursement schedule and make follow up for mortgage confirmation letter etc, if not received, noting of Bank's charge on property in Society record in cases of home loan to members of Housing Society.
- Randomly selected 5% of the accounts should be verified by Inspection every month.
- Post disbursement inspection within 15 days in respect of all loans disbursements, thereafter every quarter for the first year to ensure mortgage formalities have been completed, Bank's charge on property noted and possession of the property is taken by the borrower. The 2<sup>nd</sup> and 4<sup>th</sup> inspection should be carried out by a different official. Thereafter, inspection to be carried out once in every 3 year.
- If repayments are in arrears for two successive months, inspection should be conducted immediately.
- Inspections should be recorded in Inspection Register.

#### **Mechanism to be put in place in respect of loan accounts which show delinquency:**

- Branches will open a ' Default TL Account Register' and the details of the account will be entered in the Default Account Register, when a borrower defaults consecutively in the repayment of two instalments (monthly/quarterly/half-yearly).
- If the account continues to be irregular for six months from the date of default of two instalments, Revival Letter exercise will be set in motion and the same will be obtained from the borrower and guarantor (irrespective of whether a demand has been made or not on the



---

---

guarantor) within a period of three months, i.e. before nine months from the date of entry in the register.

➤ Branches will submit a monthly report, to Head Office who will scrutinize and monitor the position.

For NPAs :

➤ At half – yearly intervals

### **Submission of Irregularity Reports**

- At quarterly intervals in respect of Home Loan Accounts.
- Submission of report in duplicate to the controllers, on or before the 15<sup>th</sup> of the following quarter/half year.
- Controllers should arrange to retransmit the duplicate copy of the irregularity report with their confirmation/ comments regarding proposed course of action.
- Controllers should suitably diaries and follow up the timely submission of the reports and compliance of remedial actions by the Branches.

### **32. Insurance of property**

- (i) The house / flat purchased / constructed with the Bank's finance should be insured against the risk of fire / riots / earthquakes / lightning, floods, etc. in the joint names of the borrower and the Bank for the value of the construction alone, price of land is not to be included in the sum insured. A copy of the policy is to be retained with the Bank, duly entered in the standard Insurance Register. tenor subject to renewal of the policy from time to time.
- (ii) While it is mandatory to obtain comprehensive insurance cover in the joint names of the Bank and the borrowers, borrowers have the option to take insurance cover from any of the Insurance Companies.
- (iii) “ the house/flat purchased/constructed with Bank's finance should be insured against the risk of fire/riots/earthquakes/lightning/floods etc. in the joint names of the borrower and the Bank for the actual project cost **after netting off the cost of land (including undivided share of land in case of flats), cost of stamp duty and registration charges**”.
- (iv) The lump sum insurance premium as a part of the project cost is to be considered with a view to encourage the borrowers to insure the property for the entire loan tenure. This customer friendly modification will alleviate the financial strains for the borrower to arrange funds for lump sum payment and pay the same in EMI's as also significantly reduce the follow up costs for the bank while at the same time safeguarding Bank's security interest.
- (v) (a) In the case of flats/villas under construction and developed by builders, property insurance should be taken after the completion of construction and the borrower/ owner has taken possession of the property. It would, therefore, be in order to take property insurance at the time of disbursement of the last instalment of Home Loan.
- (b) In case of independent houses under construction, property insurance may be taken at the time of disbursing the first instalment of Home Loan insurance policy covering a lesser amount as their risk exposure will stand mitigated to that extent.



---

### 33. RBI guidelines on prudential norms on IRAC reproduced as under –

#### Definition of NPA:

A non-performing asset is a loan or advance where (i) interest and/or installment of principal remain *overdue* for a period of more than 90 days in respect of a term loan, (ii) the account remains “out of order”, in respect of an

#### Overdraft / Cash Credit (OD/CC).

Any amount due to the bank under any credit facility is ‘*overdue*’ if not paid on the due date fixed by the bank.

RBI guidelines further stipulate that “Banks should, classify an account as NPA **only if** the interest charged during any quarter is not serviced fully within 90 days from the end of the quarter.” (In the case of bank finance where moratorium is available for payment of interest, payment of interest becomes ‘due’ only after the moratorium is over. Therefore such amounts of interest do not become overdue and hence do not become NPA, with reference to the date of debit of interest.)

“Classification of assets should be done taking into account the degree of well defined credit weaknesses and the extent of dependence on collateral security for realization of dues.”

33.1 In the light of the above guidelines Home Loan accounts where old EMIs are being paid regularly should continue to be treated as standard assets wherever:

- (i) interest applied and due for payment on these accounts during the quarter is fully serviced within 90 days from the end of the quarter, through the pre-revised EMIs.
- (ii) There is no credit weakness as the interest is fully serviced along with part of principal.

33.2 In view of the above, Home Loan accounts, where old EMIs are being paid regularly, need to be classified as standard assets even though EMIs have been revised upwards, till completion of formalities like acceptance of revised EMIs by the borrowers / guarantors and submission of PDCs / payment instructions as per revised terms. IRAC status stamped by CBS in respect of such accounts may accordingly be changed by the branches manually so as to reflect the correct status. However, efforts should be stepped up to obtain revised PDCs/payment instructions on a war footing as advised earlier.

### 34. Rephasement

At present there is no scheme for Rephasement of Home Loan repayment schedule.

### 35. Frauds

#### 35.1. Operational Risk Management:

An analysis of various frauds occurred in Home Loans as also NPA accounts reveals that a large chunk of such loans were attributable to multiple financing, both by our Bank and also by various other banks. In fact, the non availability of data base on the borrowers at each centre with the sanctioning branches, made it difficult for the operating functionaries to search the data to avoid such multiple borrowing.

2. In this connection, we suggest an approach as below, which may be implemented, forthwith, to mitigate the operational risk due to multiple financing :

- (i) Branches should access the CIBIL data base, wherever required, in a bid to trace credit facilities, if any availed by such borrowers from other banks in the centre. Needless to add, opinion





---

---

report from these Banks should be obtained regarding nature and conduct of the facilities, before taking a view regarding sanction of the loan sought for.

(ii) If there are number of housing loan cases of same type in an area, these should be handed over to different advocates / valuers and Branches should not rely upon single advocate/ valuer

3. Frauds in Home Loans are being reported, off-late, with disturbingly regular frequency. Frauds not only put the Bank to monetary loss, but also affect the morale and efficacy of the work-force.

4. The trend in frauds observed recently indicates that the fraudsters are regular in repayment of first few installments and go absconding thereafter. Branches are lulled into complacency because of regular repayment of loan installments and then caught off-guard when repayments stop, accounts becomes NPA and borrowers cannot be located. What follows is discovery of forged title documents / multiple financing against single property etc. While the fraudsters decamp with the money, our employees, who, by and large, work without *malafide*, face the unpleasant fall out of the fraudulent transactions.

5. It is therefore necessary to reiterate importance of compliance with sanction processes furnished in Para 35 under Pre-sanction survey, which forms the foundation of the Bank's relationship with the customer, must be followed for both the Home Loan borrowers and the property seller.

6. Some cases have come to light in which the borrowers have cancelled the "Sale Agreements" with the builders/sellers, have got refund of the booking amount paid out of Home Loan availed from us, and are now reported to be absconding. It is obvious that the branches concerned made payments to the builders in these cases without binding them to (a) issue a NOC for mortgaging the related property by the borrower to SDCCB, (b) note our charge/lien on the related property, (c) obtain NOC from the Bank for transfer/sale of the property, and (d) refund the loan installments received to the Bank in case of cancellation of the sale agreement.

7. Asset verification, in case of at least 5% of the loan accounts sanctioned during the previous quarter, may be arranged by the controlling office during each quarter.

8. Branches should carry out post-disbursement inspection within 7 days of disbursement in all cases, randomly selected 25% of the accounts every month in case of standard assets, and 100% of the delinquent accounts (i.e. accounts where repayments are not forthcoming as per the agreed terms) within one month of the default.

9. Controllers should ensure that the staffs responsible for completion of loan sanction processes are given right inputs to update their knowledge regarding the products & processes involved, and to enhance the skills required for improving quality of their work with regular refresher programmes.

10. Specimen of NOC to be obtained from the builder/seller on their official letter head and signed by his authorized signatory is furnished at *Annexure / HL- V (Part-II)*.





---

---

### **36. Verification of Boundaries:**

Instances have come to light when recovery action could not be initiated by the Bank under SARFAESI act because the boundaries of the mortgaged property as mentioned in the Title Deeds deposited with the Bank did not match with the actual boundaries of the property.

Such a situation may arise when boundaries of the property are not verified during inspection of the property. All operating units are therefore advised to verify description of the property together with boundaries of the same on north, south, east and west directions as mentioned in the Title Deeds.

### **37. Mitigation of Risks on account of Multiple Financing/Submission of Forged Title Deeds etc.**

A review of the frauds in Home Loans indicates that a large number of frauds have occurred on account of :

- i. Availing of multiple finance from various Banks/HFCs
- ii. Availing of loans by submitting fake/forged title deeds

2. In the above backdrop, a stamped affidavit as per *Annexure /HL.-K, Part-II* should be obtained from the prospective Home Loan borrowers covering various points including non availment of other loans against the same property, delivery of original documents of title etc., with a view to enable the bank to initiate criminal proceedings against the borrower if they declare incorrect, false or misleading information.

### **38. Safeguards against Frauds:**

1. Frauds committed by forging title documents and income proofs are continue to dominate the *modus operandi* adopted by the fraudsters. It is therefore absolutely essential to follow the pre-sanction processes meticulously with a view to hedging the risk of frauds.
2. Some of the frauds reported recently suggest insider complicity. Therefore, the controllers should scrutinize every month, at least 5% of the loans sanctioned by a branch during the previous month, with a view to ascertaining the quality of pre-sanction processes, loan appraisal, and documentation. Special attention may be given to loans concentrated in one entity like one builder/developer or one office (especially where salary accounts of the employees are not maintained with us). This may be done either by asking the Branches to submit photocopies of the relevant papers/documents or by visiting the Branches concerned. Services of Concurrent Auditors may also be used for this purpose.
3. Branches also must ensure that the credit history of the borrowers get verified with the CIBIL in all cases before sanction so as to ensure that applicants with poor credit history are detected at the initial stage itself.
4. Asset verification, in case of at least 5% of the loan accounts sanctioned during the previous quarter, may be arranged by the controlling office during each quarter.
5. Branches should carry out post-disbursement inspection within 7 days of disbursement in all cases, randomly selected 5% of the accounts every month in case of standard assets, and 100% of the delinquent accounts (i.e. accounts where repayments are not forthcoming as per the agreed terms) within one month of the default.



---

---

6. In view of the present liquidity conditions and a slowdown in residential real estate market, operating units are advised to guard against use of proxy customers by the small time builders for raising funds through Banks' Home Loans. Non-adherence to KYC guidelines, non-verification of salary particulars and Income Tax returns, disbursement of loan instalment without verifying the stage of construction and without express authority from the borrower, disbursement of loan on the basis of debit confirmation signed by the builder instead of the borrower are some of the lapses on part of the operating staff that have helped the unscrupulous builders in duping the Bank.

7. Other common methods used by the fraudsters include –

- (i) Submission of Fake Title deeds/documents of house property,
- (ii) Submission of fabricated income proof / IT returns,
- (iii) Creation of multiple title deeds for single property,
- (iv) Impersonation of seller in executing the title deed.

8. Loans were granted in some cases for purchase of plots situated on agriculture lands. Title verification and search reports were silent about permission for conversion of land into residential. Reports furnished by Bank's Advocates/ Valuers were relied upon without application of mind thus leading to sanction of loan against defective title deeds/ownership, inflated value of properties.

9. Confirmatory letter for creation of mortgage was not available in some loan accounts.

10. With a view to preventing frauds through Home Loan accounts there is a need to revisit some of the basic tenets of lending which are re-produced below –

**39(a)i KYC norms should be strictly adhered to. Meaningful pre-sanction survey should be conducted.**

- ii. Visit to borrower's/guarantor's residence and Office and discreet enquiries made regarding their credentials and antecedents, information about their loans, if any, availed by them from other branches/banks/institutions etc. and establishment of their identity beyond doubt.
- iii. Visit to the property site proposed to be purchased including verification of name board at the building, discreet enquiries with neighbours etc.
- iv. Taking of photographs (Selfie) with or without the borrowers of the property i.e. building/flat/plot etc. and all the surrounding locations should be mentioned for identity of the property.
- v. Branches should, in case of doubt, engage the services of Chartered Accountants to verify the genuineness of IT Returns etc.
- vi. Maintenance of proper Inspection Register and recording details of pre-sanction/post-sanction inspection details and comments of the inspecting official therein i.e. progress of work etc.
- vii. The report of pre-sanction processes should be taken on the standard formats.
- viii. Banker's cheque relating to loan proceeds should bear account number and name of the banker of seller/builder and should be despatched directly to the seller/builder with the



---

---

standard forwarding letter by registered AD/Speed Post and should not be handed over to the borrower/his representative/builder's representative etc.

- ix. Branches should make a well reasoned scrutiny of the lawyer's report and valuation report instead of solely relying on them.
- x. It should be ensured that the site plans and approvals are current and valid and that the construction is in line with the same without any deviation.
- xi. Disbursement of loans should strictly correspond to actual progress of work and after post sanction inspection. Disbursements should be done only after obtaining express mandate from the borrower.
- xii. Empanelled lawyers who are found to be lacking in professional integrity i.e. submission of Title Investigation/Search Reports based on forged title deeds etc. should be removed from the panel immediately and the matter should also be reported to Bar Council of India for initiation of appropriate action against them.
- xiii. Branches should ensure timely
  - (a) Registration of sale deed in favour of the purchaser and completion of equitable mortgage formalities without delay.
  - (b) Search should be made in CIS and CIBIL data before sanctioning a loan.
  - (c) Re-verification of loan documents in respect of loans which have slipped into NPA within a short period to detect any possible fraudulent submission of forged income documents/title deeds etc.

#### **b) Preventive Vigilance**

1. We have been advised by Reserve Bank of India that the incidence of frauds in the area of Home Loans has witnessed a sharp increase in the recent years, which is a cause of concern. As observed by them (i) Submission of fake/forged title deeds of properties, (ii) Submission of fake/inflated/manipulated salary certificates and IT returns, (iii) Laxity in conduct of due diligence on borrowers, (iv) Laxity in conduct of due diligence on builders, (v) Non observance of procedures for pre-sanction visit to the project site, (vi) Laxity in post disbursement supervision had mainly contributed to frauds in this area.

2. One of the common *modus operandi* observed by RBI in a number of Home Loan frauds is sanction of loans to group of borrowers introduced to the Bank as employees of some specific company/establishment by either the promoters/directors of those companies or by builders/developers/middlemen. Salary slips/income proofs, photographs, postal addresses etc of these borrowers along with loan applications are submitted by these promoters/directors etc in a bunch, and banks sanction loans to bogus/ non- existent borrowers without verification of such information. In some cases, these promoters/directors stand as guarantors to the borrowers and proceeds of loans sanctioned to borrowers are credited to the accounts of promoters/directors. During the initial months, repayments are made in the accounts, however, soon they turn NPAs and when the recovery proceedings are initiated, banks come to know of the fraudulent nature of these accounts. In many cases, the groups of borrowers, introduced to banks as employees of well



---

---

known companies establishments are subsequently disowned by the concerned companies/ establishments.

3. Frauds not only increase the Operational Risks and put the Bank to monetary loss, but also affect the morale and efficiency of the work-force. Therefore preventive vigilance assumes greater importance, especially in today's scenario when the Bank is marketing Home Loans very aggressively. Unless he is vigilant, an aggressive lender may end up being a soft target for fraudsters who are resorting to sophistication in *modus operandi* to the extent of opening fake

offices in the names of reputed companies by hiring premises and converting them to look like genuine operating offices of the target company, and issuing salary slips, Form 16, copies of IT returns, bank statements, PAN cards, Voter ID Cards etc. as evidence of the worth and employment of their accomplices to enable them to raise loans fraudulently. As such, the operating staff and the controllers concerned need to be sensitized on the processes prescribed by the Bank with a view to minimizing the risk of frauds in Home Loans.

#### **40. FACT Sheet to all Home & Home Related Borrowers:**

Based on Reserve Bank of India guidelines, all customers availing Home Loans, are required to be provided a Fact Sheet. The detailed modalities for issuance of Fact Sheet will be as under:

A duly filled in Fact Sheet enclosed at Annexure-'A' will be handed over to all customers against their acknowledgement on duplicate copy at the time of receipt of complete loan proposals by all sourcing outfits.

Duplicate copy of Fact Sheet, duly acknowledgement by the customers, will be enclosed with the loan application before submission to Branches for processing and sanction.

At the time of documentation, Branches will issue a revised Fact Sheet to the customers in case of any change in any of the terms and conditions of sanction against acknowledgement of the customers.



# Home Loan



## APPLICATION FORM

**Please read these instructions carefully before filling up the application Form**

1. Separate copies of Form A (Personal Details) and Form-B (Employment and Income Details) are to be individually filled up and signed by Applicant, Co-Applicant and Guarantor (if any)
2. Completely filled up Form-C (Property and Loan Details) and Form-D (Declaration) are to be signed by Applicant, Co-Applicant and Guarantor.
3. All dates are to be filled up in DD-MM-YYY format only.
4. To ensure quick disbursement, please submit application form Form-A for the applicants), Form-B for all applicant), Form-C and Form-D, fully complete in all respect with relevant supporting documents as per enclosed document checklist.

\_\_\_\_\_  
\_\_\_\_\_



**The Samastipur District Central Co-operative Bank Ltd.**



**FORM-A (PERSONAL DETAILS)**☐ **APPLICANT**☐ **CO-APPLICANT**☐ **GUARANTOR**

Name .....

Gender : M ☐ F ☐

Salutation : Mr/Mrs/Ms .....

Date of Birth .....

Marital Status : Married ☐ Unmarried ☐ Other ☐Name of Spouse .....  
No. of Dependents .....

No. of Children .....

Name of Father .....

Mother's Maiden Name .....

Category : SC ☐ ST ☐ OBC ☐ General ☐

Nationality .....

Residential Status : ☐ Resident ☐ NRI/PIO ☐ RelinAttach your  
recent  
passport size  
photograph  
here

Please sign here

Place of Birth .....

Photo Identification (ID) : Type .....

Photo Identification (ID) : Number .....

Photo ID : Valid Upto .....

Driving Licence No. .... Driving Licence Valid Upto .....

PAN No./GIR No. .... Passport No. .... Passport Valid Upto .....

Highest Qualification Attained ..... Qualifying Year .....

**RESIDENTIAL ADDRESS****Present Address :** Staying at the present address for the past ..... Years and ..... Months.

House /Flat / Apartment No. or Name .....

Street Name &amp; No. and Area/Location .....

Landmark .....

City ..... District ..... Pin Code .....

State ..... Country .....

Telephone (Landline) ..... Mobile (Primary) .....

Mobile (Secondary) ..... Email (Personal) .....

**Permanent Address :** Is permanent address same as present address ? ☐ Yes ☐ No*(To be filled if permanent address is different from present address)*

House /Flat / Apartment No. or Name .....

Street Name &amp; No. and Area/Location .....

Landmark .....

City ..... District ..... Pin Code .....

State ..... Country .....

Telephone (Landline 1) ..... Telephone (Landline 2) .....

Mobile (Secondary) ..... Email (Personal) .....

**Office / Business Address :**

Name of Org. / Employer, Dept. &amp; Floor .....

Street Name &amp; No. and Area/Location .....

Landmark .....

City ..... District ..... Pin Code .....

State ..... Country .....

Telephone (Landline) ..... Fax .....

Mobile (Secondary) ..... Email (Organizational) .....

**Repayment Mode** ☐ Check-off ☐ ECS(Electronic Clearing System) ☐ PDCs(Post Dated Cheques)☐ SI(Standing Instruction) ☐ Others**Relationship with the Bank** ☐ Less than 1 year ☐ 1-3 years ☐ More than 3 years**References (Names and addresses of two referees who are not related to you) :**

SDCCBL may make enquiries from the referees if it deems necessary.	Name : .....	Name : .....
	Address : .....	Address : .....
	Email : .....	Email : .....
	Tel : ..... Mob : .....	Tel : ..... Mob : .....



## FORM-B (EMPLOYMENT & INCOME DETAILS) APPLICANT CO – APPLICANT GUARANTOR

**Nature of Occupation** ☐ Salaried ☐ Businessmen / Self Employed Professional / Proprietary or Partnership firms

☒ Penner

### Salaried Individual

Employer Name .....

Employment Status ☐ Regular ☐ Part-time ☐ Contract ☐ Temporary ☐ Seasonal ☐ Other

Total Experience Yrs. .... Months ..... Years in Present Job Yrs. .... Months ..... Months .....

Years in Previous Job (If Applicable) Yrs. .... Months .....

Previous Employer's Name .....

Contact Number .....

Previous Employer's Address .....

Current Industry .....

Organization Type ☐ Public Sector Unit  
☐ Central/State Government

☐ Listed Private Company  
☐ Civic Body

☐ Unlisted Private Company

☐ MNC

Department .....

Designation .....

Employee No. ....

Remaining Service ..... Yrs. .... Months

Website .....

### Businessmen / Self Employed Professional / Proprietary or Partnership firms

Nature of Business ☐ Manufacturing Company ☐ Services Company ☐ Trading Company ☐ Trading Firm ☐ Other

.....

Business Name .....

Industry .....

Trade License No. .... Trade License Expiry Date ..... Share holding (%) .....

Name of POA Holder .....

Type of Ownership

☐ Single ☐ Joint No. of Partners .....

### INCOME / FINANCIAL DETAILS

#### Income Details

Income Head	Gross Income	Net Income	Frequency	How are you paid ?

#### Obligation / Deduction Details

Obligation Head	Gross Obligations	Net Obligations	Frequency	Remarks



**Existing Loans (if any)**

Bank / Financer	Type of Loan	EMI	Tenure of the Loan	No. of EMIs Paid	Outstanding Balance

**Bank Accounts Hold**

Bank Name	Branch	Account Type	Account Number	Account held for year

**Credit Cards**

Card Number	Issuer Name	Primary & Supplementary	Outstanding Balance	Remarks

**Fixed Deposits**

FD Number	Amount	Rate	Maturity Date (yy/mm/dd)	Bank Name

**Other Assets (Bonds / Share, Mutual Fund, Other Investment, Precious metal / Gold / Jewellery / Immovable Property etc.)**

Asset Type	Asset Description	Asset No.	Asset Value	Remarks

Name ..... Date .....

Signature of Applicant / Co-Applicant / Guarantor





## FORM-C (PROPERTY & LOAN DETAILS)

### PROPERTY DETAILS

Property Type ☐ Freed ☐ LeaseHold

Builder Name ..... Project Name .....

Building Name / Number ..... Wing Name .....

Built up Area (Sq ft) ..... Plot Area (Sq ft) ..... Plinth Area (Sq ft) .....

Plot / Flat No. .... Block No .....

Name of Seller ..... Registered Owner .....

Sellers Address 1 .....

Sellers Address 2 .....

Landline / Mobile .....

### Address of Property

Address of Property 1 .....

Address of Property 2 .....

Landmark .....

City ..... District ..... Pin Code .....

State ..... Country .....

### Loan Details

Cost of property (Project Cost) ..... Down payment (amount) ..... Down payment% .....

Loan Amount ..... Repayment ☐ Monthly ☐ Bi-thly ☐ Quarterly ☐ Annually Tenure (Months) .....

**Loan Purpose** ☐ NewHouse Construction ☐ Purchase of New House ☐ Purchase of Old House

☐ Purchase of New Flat ☐ Purchase of Resale Flat ☐ Purchase of New House ☐ Repairsand Renovation

☐ Extension Balance Transfer from other Bank

**Interest Rate Option** ☐ FixedRate **Moratorium Period (Months)** .....

**Whether Interest to be Capitalized during Moratorium Period** ☐ Yes ☐ N

Signature of Guarantor

Signature of Co-Applicant

Signature of Applicant



## FORM-D (DECLARATION)

### DECLARATION

I/We certify that the information provided by me/us in this application form is true and correct in all respects and The Samastipur District Central Co-operative Bank Ltd. is entitled to verify this directly or through any third party agent. I/We confirm that the attached copies of financials/Bank Statements/ Title/Legal documents etc. are submitted by me/us against my/our loan application and certify that these are true copies. I/We further acknowledge the Bank's right to seek any information from any other source in this regard. I/We understand that all of the above-mentioned information shall form the basis of any facility that the Bank may decide to grant to me/us at its sole discretion.

I/We further agree that any facility that may be provided to me/us shall be governed by the rules of the Bank that may be in force from time to time. I/We will be bound by the terms and conditions of the facility/ies that may be granted to me/us. I/We authorise the Bank to debit my home loan account with the Bank for any fees, charges, interest etc. as may be applicable.

I/We undertake and declare that I/we will comply with the Foreign Exchange Management Act, 1999 („FEMA.) and the applicable rules, regulations, notifications, directions or orders made there under and any amendments thereof. I/We undertake to intimate the Bank before proceeding overseas on permanent employment and/or emigrating and/or changing my/our nationality.

I/We acknowledge that the Bank remains entitled to assign any activities to any third party agency at its sole discretion. I/We further acknowledge the right of the Bank to provide details of my/our account to third party agencies for the purpose of availing support services of any nature by the Bank, without any specific consent or authorisation from me/us.

I/We acknowledge that the existence of this account and details thereof (including details of transactions and any defaults committed by me), will be recorded with credit reference agencies and such information (including processed information) may be shared with banks/financial institutions and other credit grantors for the purposes of assessing further applications for credit by me/us and/or members of my/our household, and for occasional debt tracing and fraud prevention. I/We accordingly authorise the Bank to share information relating to my/our home loan account.

I/We understand that as a precondition, relating to grant of loans/advances/other non-fund-based credit facilities to me/us, The Samastipur District Central Co-operative Bank Ltd. requires consent for the disclosure by the Bank, of information and data relating to me/us, of the credit facility availed of/ to be availed of by me/us, obligations assumed/to be assumed by me/us, in relation thereto and default, if any, committed by me/us in discharge thereof.

1. Accordingly, I/we hereby agree and give consent for the disclosure by the Bank 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 of by me/us and (c) default, if any, committed by me/us in discharge of my/our such obligation, as the Bank may deem appropriate and necessary, to Credit Information Bureau (India) Limited (CIBIL) and any other agency authorised in this behalf by Reserve Bank of India / Government of India.
2. I/We undertake that (a) CIBIL and any other agency so authorised may use, process the said information and data disclosed by the Bank; and (b) CIBIL and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors, as may be specified by the Reserve Bank in this behalf.

I/We agree to receive SMS alerts/Phone calls related to my/our application status and account activity as well as product use messages/calls that the Bank will send/make, from time to time, on my/our mobile/phone number (s) as mentioned in this application form. I/We undertake to intimate the Bank in the event of any change in my/our mobile phone number and residential address.

I/We declare that I/We are not a director of The Samastipur District Central Co-operative Bank Ltd. or specified near relation (as defined in the Companies Act 1956) of any of the directors of Samastipur District Central Co-operative Bank Ltd. (list of directors is available on www.sbi.co.in).

I/We further acknowledge that I / We have read, understood and agree with the Most Important Terms and Conditions governing the home loan product chosen by me/us.

I/We authorize the Bank to share, disclose, exchange, or use in any manner whatsoever, without any further specific consent or authorisation from me/us, the information/data provided by/related to me/us to the Group Companies/Associates/Subsidiaries/Affiliates/Joint Ventures of The Samastipur District Central Co-operative Bank Ltd./ any person with whom the Bank has entered/propose to enter into contracts for provision of „services/ products. for the purpose of marketing/offering/selling any product/services and / or availing support services of any nature by the Bank.

**(a) Yes (b) No. I do not consent to share, disclose, exchange or use the information/data.**

(Put a tick mark against the preferred option)

Signature of Applicant

Place.....

Date.....

Signature of Co-Aplicant

Place.....

Date.....

Signature of Guarantor

Place.....

Date.....

----- (Please tear off this acknowledgement slip along these dotted lines) -----

### ACKNOWLEDGEMENT RECEIPT

#### CUSTOMER COPY

Loan application received on ....., complete document set received on ..... Cheques received towards payment of Processing Fee amounting to Rs. .... vide cheque number ..... dated .....; drawn in favour of "The Samastipur District Central Co-operative Bank Ltd." and payable at .....

Request will be disposed of and acceptance/rejection notification would be mailed within 15 days from the date of receipt of completed application form with supporting documents.

On behalf of **The Samastipur District Central Co-operative Bank Ltd.**

Date and Place : .....

Authorised Signatory



---

---

**Annexure - A**  
**The Samastipur District Central Co-operative Bank Ltd.**

**DOCUMENT CHECK-LIST**

**GENERAL DOCUMENTS (APPLICABLE TO ALL)**

1. Application form duly filled by the borrower, Co-borrowers (if applicable) and submitted along with 3 photographs each.
2. Proof of identity (Photocopies of PAN/Passport/Driver's License, Voter ID card)
3. Proof of Residence (photo copies of recent Telephone Bills/ Electricity Bill/Property tax receipt/ Passport/ Voters ID card)
4. Last 6 months Bank A/c Statements for all bank accounts held by the applicant/s.
5. If any previous loan (from other bank/FI), then Loan A/c Statement for the last 1 year.
6. Signature identification from present bankers.
7. Personal asset liability statement in the Bank's standard format.

**FOR SALARIED EMPLOYEES**

1. Salary slips for the last 3 months.
2. Copy of identity card issued by the employer.
3. Form16 or IT Returns for the last 2 years.
4. Employer certificate, Appointment Letter, Increment Letter. (Duly attested by the employer)

**FOR SELF EMPLOYED/PROFESSIONALS**

1. Photocopies of IT Returns/Assessment orders for the last 3 years.
2. Photocopies of challans evidencing payment of Advance Income Tax.
3. Balance sheet and Profit and Loss A/c for the last three years (Certified true copy)
4. Proof of business address.
5. Business proof (Registration Certificate of establishment, Gumasta /Trade license, Sales Tax Registration,etc.)
6. A photocopy of Certificate of Practice (if applicable).
7. A photocopy of Registration Certificate for deduction of Profession Tax (if applicable).
8. TDS Certificate (Form 16A, if applicable)



---

---

## PROPERTY DOCUMENTS

### PROPERTY DOCUMENTS COMMON TO ALL

1. Agreement for sale (duly registered for states where applicable), Construction agreement.
2. Blueprint (Plan Copy) stamped by Municipal Authority.
3. All Payment Receipts to builder/seller.
4. Letter from the builder/society/Housing Board intimating their a/c number and name of their bankers, for remittance of installments
5. Original of land tax paid receipt and possession certificate issued by the revenue authorities.

### +IF PURCHASED FROM BUILDER/DEVELOPMENT AUTHORITY (NEW FLATS)

1. Registered Development Agreement between the owner of land and the builder, Power of attorney to the builder from land owner for sale of flats.
2. Commencement certificate granted by Corporation / Nagar Palika.
3. Letter of Allotment from Private builder/Housing Board/Society.
4. NOC and Transfer Letter from development authority.
5. NOC from private builder in Bank's Standard format.
6. Tripartite Agreement between Borrower, Builder & Land owner.
7. If leased land then Registered Agreement of lease.

### +IF PURCHASED FROM REGISTERED SOCIETY

1. Letter of allotment from Society
2. A Copy of approved plan by the appropriate authority.
3. Share Certificate in Original
4. Permission for construction
5. List of members submitted by society with Registrar of Societies duly acknowledged.
6. Copy of Bye laws of society,
7. Certificate of I.T. clearance,
8. Certificate of registration.
9. NOC to mortgage from the society.
10. NOC from land allotting authority in case of lease hold property.
11. Undertakings by Architect, Member, Power of attorney, Accepting deposit of Original share certificate, accepting the bank as nominee; Resolution passed by the Managing Committee



---

---

**+IF SOCIETY NOT REGISTERED / ORIGINALLY ALLOTTED FROM DEVELOPMENT  
AUTHORITY / RESALE FLAT**

1. Occupancy certificate and share certificate
2. Chain of Old Agreements in original with original receipt of registration (if any).
3. Original letter of allotment issued to the first owner by the development authority/Builder (as applicable).
4. Original stamped receipts of payments issued to the previous and present owners by the builder/development authority/society.
5. Conveyance deed executed by the builder/development authority in favour of society/seller.
6. Transfer permission from the respective authority (development authority/society)

**+ IF CONSTRUCTION ON OWN LAND**

1. Detailed estimate from Chartered Engineer/Architect
2. Title deed of land on which house will be constructed.

**+ IN CASES WHERE A CHARGE ALREADY EXISTS ON THE PROPERTY**

1. If there is a Prior charge on the Land on which the building is constructed, NOC from the concerned bank/Person who holds the charge would be required.
2. Where the property is mortgaged to employer (Loan from employer) - Letter for creation of subsequent charge in favour of SDCCB Ltd. in the Books of the employer by way of equitable mortgage, needs to be produced.

**IF TAKE OVER LOAN FROM OTHER BANK**

1. Original Sanction letter of financier.
2. A/c statement of the financier.
3. Copy of title papers in the name of applicant.
4. Possession certificate –where house is complete, and repayment has started.
5. Detail of interim security.
6. Foreclosure letter.
7. List of documents held by the financing institute.
8. Letter undertaking to issue NOC, from the current lender bank. Financial Institution.

To ensure quick processing and disbursal of your Home Loan, furnish all documents (applicable to your case) along with the completed Home Loan Application Form.

Branch/Sourcing Entity Contact Details:

This is SAMPLE checklist and should be customized as per requirements in consultation with the Head Office.



---

---

**ANNEXURE-C**  
**SDCCB Home Loan**  
**DOCUMENTATION & DISBURSEMENT**  
**CHECK-LIST**

Particulars of documents to be brought by the applicant at the time of Documentation (Post sanction) and subsequent disbursement/part disbursements (in case of home construction).

**REQUIREMENTS FOR HOME LOAN DOCUMENTATION**

1. Sale Agreement and Construction Agreement (As applicable) in original.
2. Originals of all other property documents (wherever applicable) which have been submitted along with application form.
3. Power of Attorney (For NRI, PIO's and defense personnel only) in original.
4. Original Receipts for advance amount paid to the seller/builder and margin money receipt.
5. Up to date Encumbrance Certificate (wherever required)
6. Equitable mortgage charges (As applicable as per state Laws) in cash (to be handed over to documentation officer only) towards stamping of recital
7. Indemnity Bond for deviation on Stamp paper-duly notarized. (Amount as applicable for the state)
8. Stamp Charges:
  - a. Where franking facility is available – Applicable stamp charges (as per state law) in cash to be handed over to Documentation Officer only.
  - b. Where franking is not available – Stamp papers for the applicable amount (As per state law) to be produced.
9. Repayment arrangements :

SDCCB Customer: Standing Instruction letter or Post dated cheques.

Others : ECS Mandate signed by other bank or Post dated cheques.
10. For Interim security, all the original documents to be produced and the title deed holder/s to be present along with the borrower.

**REQUIREMENT FOR HOME LOAN DISBURSEMENT**

1. Borrower's Consent letter (in bank's format) quoting account no. , amount to be debited, payment in favour of, and signed by all coborrower's.
2. Stage wise builders demand letter/ engineer/Architects certificate confirming the stage of construction.
3. Receipts for money disbursed earlier (in original for part disbursements)



- 
- 
4. Receipt of Advance money/Margin money paid in original.
  5. For takeover Loans from other banks, latest outstanding balance letter to be produced for disbursement.
- \* To ensure quick processing and disbursal of your Home Loan, furnish all documents (applicable to your case) along with the completed SDCCB Home Loan Application Form.

Branch/Sourcing Entity Contact Details:	
---	--

This is a SAMPLE checklist and should be customized as per requirements in consultation with the Head Office.



### Key Fact Statement

..... (NAME OF THE SPECIFIC LOAN PRODUCT)

1	Loan amount	Rs.
2	Loan term	..... Years..... months
3	Interest type (fixed or floating)	Floating
4	(a) Interest chargeable (In case of Floating Rate Loans) (b) Interest chargeable (In case of FixedRate Loans)	(a) ....% (BASE RATE + .....) (b) Not Applicable
5	Date of reset of interest	Not Applicable
6	Mode of communication of changes in interest rates	Bank's web-site: www.SDCCB.com & entry in statement of loan account
7	Fee payable	
a	On application (PI individually specify all type of fee)	(i) Processing Fee: Rs. (ii) Fee for Legal opinion: Rs. (iii) Valuation Fee: Rs. (iv) CERSAI Registration: Rs.
b	During the term of the loan (PI individually specify all type of fee)	NIL (Cost of insurance of the property has to be borne by the customer)
c	On foreclosure (PI individually specify all type of fee)	NIL
d	Fee refundable if loan not Sanctioned/disbursed	Processing Fee will be refunded, if not sanctioned. However, processing fee will not be refunded after sanction of loan.
e	Conversion charges for switching from Fixed to floating interest & vice-versa	Not Applicable
f	Penalty for delayed payments	(i) Rs.500/- plus service tax for every delayed EMI payment. (Contd.)





		(ii) Enhanced rate of interest @2% p.a. on irregular amount over and above the applicable interest rate, if the EMI remains unpaid for more than 30 days.
8	EMI payable	Rs. (EMIs may vary consequent upon changes in interest rate).
9	Details of security/collateral obtained	(i) (ii) (iii)
10	Date on which annual outstanding balance statement will be issued	As on 31 <sup>st</sup> March every year by 30 <sup>th</sup> April.



**PERSONAL ASSETS AND LIABILITIES STATEMENT****Please note the following before compiling Opinion Report****a.Copies of Documentary evidence in respect of assets of Borrowers/ Guarantors to be obtained and kept on record.****b.Bank account statement for the past one year to be obtained. c.Self certification will be the basis for the Opinion Report. d.Other assets to include cars etc.****Name: Shri/ Smt/ Kum.....****S/o, W/o, D/o.....****Aadhar Number:****Resident of .....****Mobile No. ....****Landline or Alternate Mobile No.....****PAN No.....****DOB.....Age.....****Date of Retirement.....****Profession .....****Net Annual Income/ NMI.....****Description of immovable property**

House / Flat No (Area of land and House)	Address/ Location	Owned / Leased	Value, Encumbrance, if any, for loan availed and amount.

**Other assets- Description and value**

Description	Value	Description	Value	Description	Value
NSCs		PF		Gold	
Mutual Funds		PPF		ornaments	
		Shares/		Others	
		Debentures		(please specify)	
<b>Total Assets Rs.</b>					



**Liabilities**

Description	Amount	Description	Amount
Home Loan		Personal Loan	
Car Loan		PF Loans	
Other Loans		Other liabilities	
<b>Total Liabilities Rs.</b>			

I hereby declare that the particulars furnished by me are correct. I enclose photocopies of relevant documents on support of my statement. I undertake to furnish original documents, if needed by Bank, for verification.

**Signature of the applicant/ Guarantor****For Office Use only****Opinion Report**

After perusal of relative documents and on discreet enquiries made by me it is observed that Shri/ Smt/Kum.....Aged .....Years , resident of ..... is a person of Net Worth of Rs.... and has capacity to repay the ..... loan (Scheme) of Rs..... applied for. His / Her Network is Rs..... which is good for the loan amount and therefore, he/ she has capacity to stand as Borrower/ Guarantor to Shri/ Smt/ Kum.....

Market Value of immovable property (A)	
Other Liquid Assets (B)	
Total (A+B)	
Less Liabilities (C)	

**Net Worth (A+B)-(C)**

I/We estimate the net means of Shri/Smt. -----

at Rs.-----

and

therefore the his/her rating is -----



---

---

	Authorised Officer	Branch Manager
Signature		
Name &PF No.		
Date		



**OPINION REPORT AS ON..... (For Loans above Rs.25.00 Lacs)**

Please note the following before compiling Opinion Report

- Copies of Documentary evidence in respect of assets of Borrowers/ Guarantors to be obtained and kept on record.
- Self certification will be the basis for the Opinion Report.
- Bank account statement with all the Banks for the past one year to be obtained.
- Other assets to include cars, jet, yachts etc.
- Exact address viz.Door No.Plot No./S.No./boundaries etc. alongwith nearby land mark of the properties to be mentioned.

Name of the firm/company

PAN/ DIN/ TAN.....

Name of the Prop/Partner/Director/Guarantor

PAN/ DIN/ TAN.....

Aadhar No.

Address

Details of Family Members:                      Name      Age                      Relationship      Edu.qualification  
Occupational details

**I. Immovable Properties: (Specify share of applicant in case of joint property & details of owners)****1.Land & Buildings**

(Rs.in Lacs)

SI No	Nature of Immov able Properties AGL/ wet/dry/house plot)	Location R/S. No.	Extent / Size	Market Value Rs.	Assesse d Value Rs.	Loan/Cha rge against the property Amount in Rs.	Name of the Bank/ Inst itution	Net Means
1	2	3	4	5	6	7	8	9 (6-7)
	(i)							
	(ii)							
	Sub Total							

**2. Other immovable properties: (Jointly owned/ undivided etc.)(Specify percentage share)**

Total Net Value of Immovable Properties



Rs..... (A)

Sl No	Nature of movable assets	A/c No:	Current Balance	Lien/Loan against the a/c	Name of the Bank/Institution	Net Means
1	2	3	4	5	6	7 (4-5)
	(i) Bank Deposits					
	(ii) Insurance Policies (Surrender value)					
	(iii) Investment/MFs /Equity					
	(iv) Others(Specify)					
	Sub Total					

## II.Movable Assets

(Rs.in Lacs)

Sl.No.	Secured/unsecured Loans/Advances	Loan Amount	Security	Name of the Source	Present outstanding
	Banks/FIs				
	Societies/Chit				
	Friends and relatives				
	Others (Specify)				
	<b>Total</b>				

**Total Net value of Movable Assets:**

Rs..... (B)

## III. Borrowings other than stated in I & II above

Total other Liabilities Rs.\_\_\_\_\_ (C)

Net Means of Shri./Smt. \_\_\_\_\_ Rs.\_\_\_\_\_ (A+B-C)

The immovable properties are self-acquired / ancestral properties of the party stand in his name and are unencumbered (except as stated above).



**iv) Guarantees given to cover Liabilities of others**

Sl.No	Name of the Party for whom executed	In favour of Bank/Institution	Amount/Validity up to

**V. Means (Tangible Net worth) of the Firm/Company which is offering Guarantee/Corporate Guarantee**

Sl..No	Name of the Company/Firm	Name of the Firm/Company to which Guarantee/Corporate Guarantee has already been extended by this Company and the outstanding	Net Means (TNW)
1.			

**Total means of the Firm/Company**

**VI.** Shri/Smt. \_\_\_\_\_ is credit worthy, hold a good opinion/ respect in market.

We estimate the net means of Shri/Smt. \_\_\_\_\_ at Rs. \_\_\_\_\_ and therefore the his/her rating is \_\_\_\_\_ .

**or**

The Net means of M/s. \_\_\_\_\_ (Firm/Company which is giving Corporate Guarantee) is Rs. \_\_\_\_\_

**VII. Special Remarks, if any.....**

Certificate:-

I/We certify that:

- the estimates of the means of Proprietor/ Partners/Directors/Guarantors have been based on conservative estimates of movable and immovable properties of the Proprietor/ Partners/Directors/ Guarantors
- the estimated means of the Firm/Company are based on the tangible net-worth of the Firm/Company as per their Audited Balance Sheet.
- investments have been taken at the market value of only those quoted in the market and that other investments have been ignored.
- the valuation of immovable properties has been based on the market value/valuation report.



- 
- 
- e) there has been no deterioration in the financial position of the firm and  
Proprietor/Partners/Directors/Guarantors

**or**

The decline in the total means is due to ----- (please specify reasons).

Signature (Branch Manager)





## Draft Letter from Borrower to Employer

.....  
.....  
.....

(address of the disbursing authority)

Dear Sir /Madam,

Irrevocable Letter of Authority :

The Samastipur District Central Co-operative Bank Ltd.'s

Home Loan Scheme Employee

No.....Designation.....

-----

I, ....., am an employee of your organisation. The The Bihar State Co-operative Bank Ltd. .... Branch have agreed to sanction a loan of Rs. .... (Rupees ..... only) to me under their captioned scheme for .....

2(a) I hereby authorize you to recover by deduction from my salary payable to me by you, a sum of Rs. .... Rupees

..... only, every month, beginning from the month of .....

representing the monthly instalment payable by me to the The Samastipur District Central Co-operative Bank Ltd., ..... branch, for the aforesaid loan and remit the amount to the aforesaid branch of the Bank.

2(b) I hereby authorise you to credit/continue to credit my salary to The Bihar State Co.Op.

Bank Ltd., .....branch, payable to me by you every month, since the monthly instalments for repayment of the aforesaid loan are to be recovered by the ..... Branch of the SDCCB by debit to my saving Bank/Current Account No..... with them, in accordance with an undertaking furnished by me to the Bank.

3. In case of my death, retirement, resignation or discontinuing the service for any reason, I hereby authorise you to pay an amount payable on my account including amount payable by way of terminal benefits like P. F. and gratuity by reason aforesaid, to The Samastipur District Central Co-operative Bank Ltd., ..... branch, towards the



---

---

balance outstanding in the aforesaid loan account together with interest costs and/or any monies as may be due to the Bank in respect of the aforesaid loan.

4. I hereby agree that I shall not be entitled to withdraw or revoke this authority even in case of my transfer, or otherwise, until the whole of my debt inclusive of interest etc. to the The Samastipur District Central Co-Op., ..... branch is liquidated, and written consent of the Bank is obtained.

Yours faithfully,

**Witness :**

Signature.....

Signature.....

Full name .....

Full name .....

Designation.....

Designation.....

Branch.....

Branch/Dept.....

Date .....

Date .....

Note : Delete 2 (a) or 2 (b) whichever is not applicable.



## Draft Letter from Employer to Bank

The Branch Manager,  
The Samastipur District Central Co-operative Bank Ltd.,

.....

Dear Sir,

SHRI/SMT .....

S/o W/o SHRI .....

IRREVOCABLE LETTER OF AUTHORITY

HOME LOAN SCHEME:.....

We certify that Shri/Smt ..... is a permanent employee of this organisation drawing gross salary of Rs. ....per month.

2. In view of your agreeing to grant to him/her a loan under the captioned scheme, we have received and noted \* :

- i) The irrevocable letter of authority from the employee, for deducting a sum of Rs. ....from his/her salary per month beginning from the salary for the month of ..... and remit the same to you for crediting to his loan account till we receive further instructions from you.
- ii) The irrevocable letter of authority from the employee, for crediting his/her salary every month to his/her account with The Samastipur District Central Co-operative Bank Ltd., ..... branch, till we receive further instructions from you.
- iii) The irrevocable letter of authority in respect of making payment out of any amount payable to the employee including the amount payable by way of terminal benefits like P. F. and gratuity in case of his/her death, retirement, resignation or discontinuing the service for any reason whatsoever, to The Samastipur District Central Co-operative Bank Ltd., ..... branch, towards the balance outstanding in aforesaid loan account together with interest etc, and such payment shall be deemed to be a payment to the employee or on his account.
- iv) The employee agrees that he/she will not be entitled to withdraw or revoke his/her authority, even in case of his/her transfer, until the whole of his/her debt inclusive of interest to The Samastipur District Central Co-operative Bank Ltd. ....

If Branch is liquidated and written consent of the Bank is obtained.

3. In the event of transfer of the employee elsewhere, we undertake to convey the instructions to the transferee office under advice to you, immediately.

Signature of the Officer

(authorised to disburse salary and allowances)

Date :

\* Note : delete 2(i) or 2(ii) whichever is not applicable.





The Branch Manager,  
Samastipur District Central Cooperative Bank Ltd.,

.....

Dear Sir,

SHRI/SMT .....

S/o W/o SHRI .....

IRREVOCABLE LETTER OF AUTHORITY

HOME LOAN SCHEME: .....

I intend to avail/have availed the benefit of aforesaid scheme, at present I am serving as ..... in ..... Department at ..... I am authorised to draw and disburse my own salary along with the salaries of the employees working in this Office/Establishment/Department.

I undertake to deposit my salary supported by the pay bill every month for credit to the Saving Bank /Current account maintained at your branch till liquidation of the amount advanced to me with upto date interest etc.

I further authorise you to deduct a sum of Rs..... per month beginning from the salary for the month of ..... 200 . from the aforesaid account for adjustment towards the balance outstanding in the loan account till liquidation.

I hereby authorize The Samastipur District Central Co-operative Bank Ltd., .....Branch to collect and receive any amount payable towards provident fund, gratuity, Pension or similar dues on my behalf in the event of my retirement/Resignation/Termination or Discontinuation of my services for any reason whatsoever.

I further agree that the aforesaid authority shall be irrevocable till the entire amount of loan together with interest stands liquidated.

I further undertake to execute necessary authorization/ Documents as deemed just and necessary by the Bank in accordance with the scheme in the event of my ceasing to be drawing and disbursing authority by virtue of my transfer or otherwise.

Signature of the officer (authorised to disburse salary and allowances)

Date :



(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 ATTESTED

To

SAMASTIPUR DISTRICT CENTRAL COOP.  
BANK LTD.,

PLACE :

.....

DATE :

Dear Sirs,

Whereas, The Samastipur District Central Co-operative Bank Ltd., a Scheduled Bank constituted under Cooperative Societies Act 11 of 1912, No. 267 of 1913-14, having its Head Office at Ashok Rajpath, Patna- 800004 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{.....Son/Daughter/Wife of.....at present aged around.....and residing at.....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 / 'SDCCB-Maxgain' (on Overdraft basis) / of Rs.....(Rupees ..... ) 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'), sit uated at .....

(\*Delete whichever is not applicable)

2. In consideration of the grant of the said advance and continuance of the said facility for such time as the Bank may deem fit, I/we, "the Borrower(s)" do hereby irrevocably and unconditionally agree and undertake , so as to bind myself/ourselves, my/our heirs, executors, administrators, estates, assigns and effects as follows, viz.
  - a) The disbursement of the amount of the loan shall be at the Bank's absolute discretion and shall be co-related to the actual progress in the construction of the project. Such disbursements s hall 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.

3.

Loan on fixed interest  
basis

Interest on the amount of the loan will be applied at the rate.....per cent per annum on daily reducing balance with monthly rests, subject to **interest rate reset at the end of every two years** on the basis of fixed interest rates prevailing then. Bank may at its discretion stipulate the periodicity of computation of interest. Further, Bank may at its sole discretion alter the rate of interest suitably and prospectively in the event of major volatility in interest rates or due to any reason whatsoever during the period of the agreement. Thenceforth the rate of interest varied as aforesaid shall be applicable to the Loan. Bank shall be the sole judge to determine whether such conditions exist or not. If we are not agreeable to the revised interest rates so fixed, I/We shall request the Bank, within 15 days of receipt of the notice intimating changed interest rates from Bank to terminate the Loan and shall repay the Loan and any other amount due to Bank in full and final settlement in accordance with the provisions of this Agreement relating to prepayment



---

---

**\$ delete, if not applicable**

Without prejudice to the Bank's other rights and remedies, the Bank shall be entitled to charge at its own discretion enhanced rates of interest on the outstanding in the loan account (s) or a portion thereof for any default or irregularity on my/our part which in the opinion of the Bank warrants charging of such enhanced rates of interest for such period as the Bank may deem fit. The Equated Monthly 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/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 instalment from my/our salary every month\*.

\* Delete if not appropriate.





- 
- 
- 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 employers shall be conclusive and binding on me/us and my/our estate both in and out of court. In any event my/our liability to make repayment of the entire dues immediately shall remain valid till the entire amount with applicable interest as up to the date of payment has been realised by the Bank whether by way of recovery from my/our employer or otherwise.
- k) I/We will not sell assign, mortgage, charge or in any way encumber or alienate the said flat/house/land or any part thereof/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 favour of the Bank.

- o) I/We shall at my/our cost insure and keep insured in the joint names of myself/ourselves and the Bank my/our house/flat at all times against fire, flood, cyclone, typhoon, lightning, explosion, riot, strike, earthquake risks and other acts of God for such other risks for its full market value as desired by the Bank from time to time and shall endeavour to get the building in which my/our flat is situated insured against fire, flood, cyclone, typhoon, lightning, explosion, riot, strike, earthquake, risks and other acts of God at all times by the

Co-operative housing society/apartment owner/association or any other body under whose control the building is vested. I/we shall deliver copies of the insurance policies, cover notes, premium receipts, etc., to the Bank. If I/we fail to effect such insurance the Bank will be at liberty but not obliged to insure the said house/flat against fire, flood, cyclone, typhoon, lightning, explosion, riot, strike, earthquake risks and other acts of God and debit the premium and other charges to any of my/our accounts with the Bank. I/we expressly agree and declare that the Bank shall be entitled to adjust, settle, compromise or refer to arbitration any dispute between the insurance company and the insured arising from or under or in connection with any such policy or policies of insurance and such adjustment, settlement, compromise or any award made on such reference to arbitration shall be valid and binding on me/us. I/we further agree that the Bank shall have a right to receive all 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 declare and undertake that I/We have not paid/shall not pay any commission to any person/s for furnishing guarantees, counter guarantees or indemnities or for undertaking any other liability with respect to the aforesaid credit facility.
- s) I/We shall abide by the terms and conditions of the sanction of the loan to me/us as mentioned in the arrangement letter/sanction letter which forms part of this agreement and also to the rules for such loans which are now in force and also those which may be altered, revised, amended, added from time to time by the Bank/the Reserve Bank of India/Central Government/State Government.

The undertakings, authority and agreements herein contained shall be irrevocable so long as I/we continue to be liable to the Bank in the said loan account.

I/We hereby further agree that as precondition of the loan/ advance given to me/us by the Bank, that in case of default in repayment of the loan/advances or in the repayment of the interest thereon or any of the agreed 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.

In the event of my/we failing to repay any or more installment(s) at any point of time, the Bank may send written reminder or make tele-call/SMS or depute an official to meet me/us personally, all the incidental charges appurtenant thereto such as postage, telephone/SMS charges, transportation charges, on actual, would be recovered from me/us.

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.....

(Borrower)

(Signature)

Shri/Smt.Kum.....

(Borrower)

(Signature)

Signed for and on behalf of

The Samastipur District Central Co-operative Bank Ltd. by

Shri/Smt.....

(Dy. General Manager/Asst. General Manager/

Chief Manager/ Branch Manager

.....Branch,

an authorized officer of The Samastipur District Central Co-operative Bank Ltd.

(Signature)



(To be stamped as an agreement in accordance with Stamp Act in force in the State in which this document is executed. Not to be attested.)

**GUARANTEE AGREEMENT**

Place :

Date :

The.....

THE SAMASTIPUR DISTRICT CENTRAL CO-OPERATIVE BANK LTD.

.....

Dear Sir,

In consideration of the The Samastipur District Central Co-operative Bank Ltd. (hereinafter referred to as "the Bank") having agreed to grant/granted at my/our request \*Home Loan Limit (on Overdraft basis) of Rs..... (Rupees ..... ) by way of loan to

Shri/Smt./Kum..... Son of /wife of/daughter of Shri ..... (Thereinafter referred to as "the Borrower") for purchasing flat/construction of house/flat, addition thereto at .....

(Detailed particulars of property are to be stated)

\*Delete whichever is not applicable

I/We Shri/Smt/Kum. ....Son of/wife of/daughter of Shri ..... and Shri/Smt/Kum..... son of /wife of/ daughter of Shri ..... residing at ..... hereby guarantee repayment of all money at any time payable by the Borrower to the Bank in respect of the said loan made to the Borrower with interest thereon and the due performance and observance by the Borrower of the terms pertaining to the loan including the Loan

Agreement dated..... executed by the Borrower in favour of the the SDCCB and the terms and conditions contained in the agreement letter dated ..... issued by the State Bank to the borrower (hereinafter called the said agreement) and the payment of all costs and expenses incurred by the Bank in relation thereto and I/we also agree to pay and make good to the Bank on demand all losses, costs, damages and expenses occasion to the Bank by reason of non payment of the said monies, cost and expenses or any part thereof or the breach, non-performance or non-observance of any of the terms under the said agreement as aforesaid, subject to the terms and conditions hereinafter contained:

That my/our liability under this guarantee is co-extensive with that of the Borrower as if I/we were the principal debtor(s) of the Bank and the amount due under this agreement will be recoverable from me/us without any recourse to the Borrower

and it shall not be obligatory on the Bank to call upon the Borrower to pay the amount first or to take any action against the borrower before enforcing the guarantee against me/us nor



---

---

shall it be necessary for the Bank to join the Borrower in any suit against me/us. I/We further agree that the guarantee given thereunder is irrevocable and enforceable notwithstanding any dispute or any suit that may be pending between the Bank and the Borrower.

That the guarantee given shall be continuing one.

That on demand being made by the Bank for the payment of any amount under this guarantee the same shall be paid without demur or protest by me/us and the notice for the claim sent to me/us shall be conclusive of the amount due from me/us under the terms of the guarantee.

The Bank shall be at liberty and without the consent or knowledge of me/us at any time or from time to time to grant to the Borrower or any person liable for him any time or indulgence and to determine enlarge or vary the amount of the loans and advances to take or not to take and if taken to vary exchange or take other security or release or part with any securities held or to be held by the Bank for or on account of the loans and advances or any part thereof and to compound or make any other arrangement with the Borrower or any person so liable with or for the Borrower without releasing or discharging and/or in any manner affecting my/our liability under the guarantee.

That the guarantee hereby given is independent and distinct from any security that the Bank has taken or may take in any manner whatsoever whether it be by, way of hypothecation, pledge and/or mortgage and/or any other charge over goods, book debts, movables and other asset and/or any other property movable or immovable and that I/We have not given the guarantee upon any understanding, faith or belief that the Bank has taken and or may hereafter take any or other such security and that notwithstanding the provisions of sections 140 and 141 of the Contract Act, 1872 or any other provision of that Act or any other law, I/We will not claim to be discharged to any extent because of the Bank's failure to take any or other such security or in requiring or obtaining any or other such security or losing, or parting with for any reason whatsoever including reasons attributable to its default and negligence benefit of any other such security or any rights to any or other such security that have been or could have taken and in the event of the Bank so losing or parting with security the guarantor (s) shall be deemed to have consented to acquiesce in the same.

That without prejudice to the effect in any manner whatsoever of the foregoing clause, where the loans and advances are secured or intended to be secured in any manner whatsoever by or over any property movable or immovable whatsoever by way of hypothecation, pledge and/or mortgage of and/or any charge over goods, book debts. Movable and other assets by or under any agreement(s) or letter(s) or otherwise I/We will not be concerned in any manner with any or other such security that the Bank has taken or proposes to take or may take and that the Bank's failure in requiring or obtaining any or other such security or in the observance or performance of any of the stipulations or terms contained in any agreement

(s) if any or letter (s) and the default of the Bank in requiring or endorsing the observance or performance of any of the said stipulations or terms shall not have the effect of releasing me/us from my/our liability and or of prejudicing the Bank's rights or remedies against me/us under the Agreement or otherwise.

That the Bank shall be at liberty to take other securities for the loans and advances or any part thereof and to release or forbear to enforce all or any of its remedies upon or under such securities and any collateral security or securities now held by the Bank and that no such release or forbearance as aforesaid shall have the effect of releasing me/us from my/our liability or of prejudicing the Bank's rights and remedies against me/us under the terms of the guarantee and that I/we shall have no right to the benefit of any other security that may be held by the Bank until the claim of the Bank against the Borrower in respect of the loans and advances and of all the other claims (if any) of the Bank against the Borrower on any other account whatsoever shall have been fully satisfied and then in so far only as such security shall not have been exhausted for the purpose of realising the amount of the said





---

---

Bank's claims and rateably only with other guarantors or other persons if any entitled to the benefit of such securities respectively.

That notwithstanding anything contained in Section 133 of the Indian Contract Act or in any other provisions of law. I/We will not claim to be discharged to any extent because of the Bank varying any of the terms and conditions whether contained in any agreement (s) or letter (s) and on which the loan has been made to the Borrower and for this purpose and in particular any excess drawings over and above the sanctioned limit of the loans and advances allowed by the Bank at or without the specific request of the Borrower shall not discharge me/us from my/our liability under this guarantee.

I/We hereby agree (s) that notwithstanding any variation made in the terms of the

Loan Agreement dated..... Or any other Agreement or letter inter alia including variations in the rate of interest, extending the date of payment of the instalments and on which the loan has been made or any composition made between the bank and the Borrower or any agreement on the part of the Bank to give time to or not to sue the Borrower or the Bank parting with any of the securities given by the Borrower, I/We shall not be released or discharged of his/their obligations under this guarantee provided that in the event of any such variation or composition or agreement the liability of me/us shall not withstanding anything herein contained be deemed to have accrued and I/We shall be deemed to have become liable hereunder on the date or the dates on which the borrower shall become liable to pay the amount/amounts due under the above referred to Agreements as a result of such variation or composition or agreement.

That if the Borrower shall become insolvent, bankrupt or makes any arrangement or composition with creditors the Bank (notwithstanding payment to the Bank by me/us or any other person of the whole or any part of the amount hereby secured) rank as creditor and may prove against the estate of the Borrower for the full amount of all the Bank's claims against the Borrower or agree to and accept any composition in respect thereof and the Bank may receive and retain the whole of the dividends, compensation or other payments thereof to the exclusion of all my/our rights s guarantor (s) for the Borrower in competition with the Bank until all the Bank's claims are fully satisfied and I/we will not be paying off the amount payable by me/us or any part thereof or otherwise prove or claim against the estate of the

Borrower until the whole of the Bank's claims against the Borrower, in respect of all the liabilities whatsoever have been satisfied and the Bank may enforce and recover payment from me/us of the full amount payable by me/us notwithstanding any such proof or composition as aforesaid.

I/We shall not stand discharged by transfer of the loan account of the borrower from one branch to another and such transfer of the account shall not be deemed as a variation of the terms of the contract.

That any notice by way of demand or otherwise may be given by the Bank to me/us sending the same by post and addressed to me/us and the notice shall be deemed to have been given at the time when it will be delivered in the ordinary course of post and it will be sufficient in order to prove service of any such notice and to prove that the envelope containing the same was posted and the certificate signed by any officer duly authorised by the bank in this regard that the envelope was posted, shall constitute such proof.

That I/we herein authorise the Borrower(s) to acknowledge the debt, on his behalf also and any such acknowledgement or payment made by the Borrower(s) in respect of the Loan, shall and shall always deem to extend the Limitation as against the guarantor(s) also

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 the 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 the agreement.

That the guarantee herein contained shall not be determined or affected by the death of me/us hereunder but shall in all respects and for all purposes be binding and operative on my/our successor (s) heir (s) and assigns until repayment of all moneys secured by and due to the Bank under the loan granted to the Borrower.

We further agree that I/we shall be jointly and severally liable to the bank for the entire outstanding in respect of the loan and that the Bank shall be at liberty to sue either or any of us in respect of such liability without joining the other or others of us and notwithstanding any degree in any such suit subsequently to sue the others of us and to proceed to judgement and execution at the option of the Bank until its claim is fully satisfied.

I/We undertake and confirm that I/we have not been given, offered or promised to be given directly or indirectly any gift, consideration, reward, commission, fees, brokerage or any other inducement by the Borrower or by any other person for the execution of this guarantee.

Signed and delivered by the said

Shri..... (Guarantor).....

Shri..... (Guarantor).....and

Shri..... (Guarantor).....

Place:.....

Date:.....





## Arrangement Letter – SDCCB Ltd. Home Loan

THE SAMASTIPUR DISTRICT CENTRAL CO-OPERATIVE BANK LTD. To

.....BRANCH Shri/Smt./Kum.

..... 1).....

2).....

Reference No. : .....

Date : .....

Dear Sir/Madam,

### **SDCCB Home Loan**

**HOME LOAN: Rs. \_\_\_\_\_**

We are pleased to advise that on the basis of documents submitted by you and the information furnished by you in your application for Home Loan dated ....., we have decided to sanction a Home Loan limit of Rs..... (Rupees..... only) to you, as per the undernoted break-up

(i) Home Loan - Rs. \_\_\_\_\_

(ii) Funding of Home Loan Insurance

Cover (If requested)

Rs. \_\_\_\_\_

Total - Rs.

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

### **2. Purpose:**

(i) The loan is sanctioned to you for the purpose of purchase / construction / extension / repairs / renovation of new/second-hand residential house / flat / plot of land / purchase of consumer durables / furnishings / takeover of Home Loan



(hereinafter referred to as the 'project') as described below -

.....  
(ii) Premium of Home Loan Insurance cover - Rs. \_\_\_\_\_ (If requested)

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

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

**4a. Fixed Rate of Interest** :- (Delete whichever is not applicable)

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. Fixed interest rate is also subject to force-majeure clause.

SDCCB may at its discretion stipulate the periodicity of computation of interest. In the event of major volatility in interest rate or the fixed rates falling below the Base Rate stipulated by the Bank from time to time or for any other reason, whatsoever during the period of this agreement, the Bank may at its sole discretion alter the rate of interest suitably and prospectively even prior to the end of reset period mentioned above from the date on which interest was last reset. 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 the Borrower is not agreeable to the revised interest rate so fixed, the Borrower shall request SDCCB, within 15 days of receipt of the notice intimating change in interest rates from SDCCB, to terminate the loan and the Borrower shall repay the Loan and any other amount due to SDCCB in full and final settlement in accordance with the provisions of the Agreement relating to pre-closure.

**5. Repayment:**

The loan is to be repaid in equated monthly commencing installment of Rs \_\_\_\_\_/- from ..... (Date). Your extinguished only when liability to the Bank will be loan the outstanding in the payment of residual amount, if account becomes nil, any."

**6. Interest rate in case of default** - For Home Loans above Rs.25000/- , if the irregularity exceeds EMI or Installment amount, for a period of one month, then penal interest should be recovered @ 2% p.a. (over and above the applicable interest rate) on the overdue amount for the period of default, for any reason, including a bounced cheque. 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).

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

**8. Security:**

The loan will be secured by:

Equitable / Registered mortgage/extension of mortgage of the land and building/flat situated at \_\_\_\_\_ for which the loan has been sanctioned, valued at Rs. \_\_\_\_\_ belonging to Shri/Smt./Kum. \_\_\_\_\_ }S/o / W/o / D/o \_\_\_\_\_ {Borrower(s)} in favour of the Bank.

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) .....

.....

#### **9. Utilisation of the loan:**

The amount of the loan shall be utilized strictly for the purpose detailed in your application and in the manner prescribed. The construction of the house/flat or the modification/extension proposed by you in the existing house/flat should be strictly according to the plan approved by the Local Authorities/Town Planning and Development authorities. Any modification desired in the scheme as originally approved, can be undertaken only after express sanction for it has been obtained in writing from the Bank.

#### **10. Insurance:**

The house/flat shall be insured comprehensively for the market value covering fire, flood, etc. in the joint names of the Bank and the borrower. Cost of the same shall be borne by you.

#### **11. Inspection:**

The Bank will have the right to inspect, at all reasonable times, your property by an officer of the Bank or a qualified auditor or a technical expert as decided by the Bank and the cost thereof shall be borne by you.

#### **12. Legal expenses etc.:**

All legal and other expenses, like solicitor's and lawyer's fees, valuer's fees, insurance premia, stamp duty, registration charges and other incidental expenses incurred in connection with the loan shall be borne by you. Periodic reassessment, if any, of the value of the property funded through this loan for the purpose of regulatory compliances shall be done at your cost.

#### **13. Pre-EMI interest:**

##### **A. Capitalization of pre-EMI interest\***

The loan amount will be fixed suitably taking into account the approximate pre-EMI interest during the moratorium period, duly compounded at the applicable interest rate (worked out on the presumption that the loan is disbursed in lumpsum on the date of first disbursement). The computation of the total loan amount (i.e. actual loan plus pre-EMI interest) will be subject to fulfillment of income criteria eligibility and also subject to the extant instructions regarding Equated Monthly Instalment/Net Monthly Income. Please execute check-off authority with your employer/ tender post-dated cheques towards the EMIs of the loan amount. After completion of the moratorium period, you will have an option to request to reset EMI based on the actual outstanding in the loan account after final disbursement, subject to submission of revised check-off authority or tendering post dated cheques towards the EMIs so arrived at.

##### **B. Servicing of pre-EMI interest\***

Please tender post dated cheques drawn at monthly intervals / ECS mandates for servicing of the amount of pre-EMI interest applied per month during the moratorium period.

(\* score off whichever is not applicable)



---

#### 14. Disbursement:

The loan will be disbursed only on the following conditions:

a) Title of the property proposed to be mortgaged is clear, absolute, unencumbered and marketable to the satisfaction of the Bank's solicitor/Advocate and a valid mortgage (equitable or registered if equitable mortgage is not possible) has been created in favour of the Bank.

Amount (Rs.)

b) All the security documents prescribed below have been executed by you/ co-applicant (s)/ guarantor(s) –

(i) Loan agreement

(ii) Affidavit

(iii)

(iv)

c) The loan will be disbursed as under: (applicable where loans for construction is desired or purchase is through payment in installments)

Stage

i)

ii)

iii)

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

**15.** The Bank reserves the right to collect any tax if levied by the State/Central Government and/or other statutory authorities in respect of this transaction.

**16.** The Bank reserves the absolute right to cancel the limits (either fully or partially) unconditionally without prior notice (a) in case the limits/part of the limits are not utilized by you, and/or (b) in case of deterioration in the loan accounts in any manner whatsoever, and/or (c) in case of non-compliance of terms and conditions of sanction.

**17.** The sanction of loan will be valid for six months from the date of this letter. If no amount is disbursed during the validity period, you will be required to seek fresh sanction. 50% of the applicable processing fee would be payable for each fresh sanction. However, interest rate will be subject to change from time to time during the intervening period and depending on change in Base Rate the effective rate may vary.

**18.** The Bank shall have the authority to disclose/share your Credit information to/with Information Company formed under the Credit Information Company (Regulation), 2005, as to the loans granted to you and the nature of the securities given by you, the guarantees furnished to secure the said loans whether fund based or non-fund based, your creditworthiness and any other information which the



---

---

RBI may consider necessary for inclusion in the Credit Information to be collected and maintained by Credit Information Companies, and the Bank shall not be liable in any manner to you for providing the information as aforesaid to the Information Company.

19. Please arrange to submit duly signed copy of this letter as a token of acceptance of the arrangement within \_\_\_\_\_ days from the date of this letter.

**Yours faithfully,**

**Branch Manager**

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

**Borrower(s)**

Date & Place

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

**Guarantor(s)**

Date & Place



(Covering letter for the Affidavit)

The Branch Manager,  
The Samastipur District Central Co operative Bank Ltd.,  
\_\_\_\_\_ Branch,

Dear Sir,

**Affidavit of Declaration and Indemnity**

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

Signature(s ) of Borrower(s)

Place : \_\_\_\_\_

Date : \_\_\_\_\_



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

**AFFIDAVIT**

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

(2) (name and detailed address of the borrower)

(3) (name and detailed address of the borrower) the borrower(s) hereby make an oath and state as follows:

I/We have availed Home Loan / finance of Rs. \_\_\_\_\_

from The Samastipur District Central Co-operative Bank Ltd. (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.

I/We declare that the scheduled property is not located in an unauthorized colony.

I/We declare that the scheduled property is meant for residential use and that it will not be used for commercial purposes.

Copy of the related construction plan sanctioned by the competent authority, namely \_\_\_\_\_ (name of the sanctioning authority) under reference No. \_\_\_\_\_ date \_\_\_\_\_ is enclosed with this affidavit.

(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.

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.

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.

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.

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.

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.

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.

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 property.

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.

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.

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.

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 herein above turn out to be incorrect, false or misleading.





---

---

**SCHEDULE I**

[See Para (a)]

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



**PRE-SANCTION INSPECTION SHEET**

Sl. NO.	Particulars	Observations of Asst. Manager/ Deputy Manager (Adv.)
1.	Name of the applicant	
2.	Home Loan amount	
3.	Name of the Builder (In case of Home loan for purchase of new flat/ flat under construction)	
4.	Is the Builder on the Bank's approved panel?	Yes/No
		If Yes Reference No. / Particulars of empanelment :
Following portion (5 a to d) to be completed only in those cases where the builder is not on the Bank's approved panel.		
5.	<b>Feedback on the credentials/ antecedents of the Builder</b>	
	a.	From a few reputed builders in the area and name/designation of the person contacted
	b.	From the Industry body and name/designation of the person contacted
	c.	From the officer bearer of the Society/ Apartment Owners Association and name/ designation of the person contacted.
	d.	From a few resident(s) of existing projects promoted by the Builder regarding quality of construction, timely completion and conveyance of ownership title, information on litigation/ disputes.



6.		<b>Visit to the property</b> (should be made independently and with a surprise element)	
	a	Whether the property could be located based on the title documents	
	b	Land marks for identification of the property	
	c	Comments on accessibility / approachability	All modes of transport/car/ two-wheeler only/ narrow walking path/ no access
	d.	Comments on the locality	Posh/ upper middle class/ middle class/ lower middle class/ slum area
	e.	Comments on the area	Residential/ commercial/ industrial/ underdeveloped/ trouble prone
	f.	Feedback from the neighbours about the ownership of property, information on any disputes/ pending litigation on the property and name of the person contacted.	
	g	Condition of the house i.e. whether it is kept in good and tenantable condition.	
	h	a) whether the property is rented out. b) if so, for how long it is rented out, c) name of the tenant. d) and monthly rentals.	

(Signature)

Asst. Manager/Dy. Manager(Adv)

Place:

Date:



**Draft Tripartite Agreement\***

(\* The Circle may make further amendment in the undernoted format which should be vetted by the Circle Law Department and approved by the Circle CGM)

This agreement is executed on this ..... day of ..... Two thousand ..... between Shri/Smt/Ms.....son of/wife of/daughter of Shri..... resident of .....and

Shri/Smt/Ms.....son of/wife of/daughter of Shri.....resident of..... and Shri/Smt/Ms.....son of/wife of/daughter of Shri.....resident of.....

hereinafter referred to as the 'Borrower (s)', which term shall unless repugnant to the context shall mean and include his/her heirs, representatives, successors, executors, attorneys, administrators and assigns, of the party at the 'First Part'.

**AND**

M/s..... (Name of the Builder/Developers), a proprietorship firm/partnership firm/company incorporated under the provisions of the Companies Act 1956, having its registered office at..... (Address of Builder/Developer), hereinafter referred to as the 'Builder/Developer', which term shall unless repugnant to the context shall mean and include its representatives, successors, administrators and assigns, of the party at the 'Second Part'.

**AND**

The Samastipur District Central Co-operative Bank Ltd., a body corporate, constituted under the The Samastipur District Central Co-operative Bank Ltd. Act 1955, having amongst others one of its Branch Office at..... (Name and address of Branch), hereinafter referred as the 'SDCCB', which term shall unless repugnant to the context shall mean and include its representatives, successors, administrators and assigns, of the party at the 'Third Part'.

**Whereas**, the 'Builder/Developer' is the absolute owner and in peaceful possession of the residential property bearing no..... situated at

..... and whereas.....

(Name of the development authority) has sanctioned building plan vide..... to construct a residential apartment on the said property.

Whereas 'Builder' has taken up construction of residential apartment known as ..... on the said property.

**OR**

Whereas, the 'Builder/Developer' has been allotted the Plot No. .... situated at .....



by the..... (Name of Development Authority) hereinafter referred to as the 'Authority', for the construction of

..... (Number) residential units/apartments. The Party at the Second Part has already received the possession of the above -said plot. The building plans have already been approved by the..... (Name of the building plans sanctioning authority) vide..... Whereas 'Builder' has taken up construction of residential apartment known as ..... on the said property and whereas the Party at the Second Part has already paid the entire consideration amount and the Sale Deed/Lease Deed/Conveyance Deed has already been executed in its favour and the title of the Party at the Second Part is clear and marketable.

OR

Whereas, the builder/developer has been granted Power of Attorney registered as document No.....at the Sub-Registrar Office..... by....., the owner of the land/plot bearing Survey No.....situated at.....and whereby, the builder/developer is authorized to develop the property and sell the undivided share in the land to the prospective purchasers. The builder has also been further authorized to execute agreement for sale, receive sale consideration and execute sale deed in favour of the purchasers. Having received possession of the property from the owner, the builder has taken up construction of the apartment in the land and obtained sanctioned building plan vide..... from the competent authority. The builder has executed a construction agreement dated..... with the borrower for construction of apartment on the land.

[Strike-out the clause whichever is not applicable]

**Whereas**, the Party at the Second Part shall complete the construction of the flats latest by..... (Date) and is booking the sale of the unit/apartment. The proposed buyer has to make the payment of the Sale

Consideration and other charges, if any, by ..... (Date) and on the payment of the entire consideration, the Party at the Second Part shall hand over the possession of the flat to the said proposed buyer.

**Whereas**, the Party at the First Part has booked a flat bearing No. ...., measuring super area/built-up area..... sq. ft., (hereinafter referred to as the said flat) in the building which the Party at the Second Part shall construct on the above said plot and the Party at the First Part has to pay the entire consideration amount by ..... (Date).

**Whereas**, the Party at the First Part has approached the Party at the Third Part for availing a Home Loan of Rs.....(Rupees.....only) to finance the purchase of the said flat. Besides other securities, the Party at the First Part has agreed to create the charge over the said flat along with the proportionate undivided share in the land in favour of the Party at the Third Part. In the absence of proper Conveyance Deed/Sale Deed in its favour, the Party at the First Part is not in a position to create a valid mortgage over the said flat and proportionate share of land in favour of the Party at the Third Part.

**Whereas**, the Party at the First Part and the Party at the Second Part have requested SDCCB to disburse the said loan to the Borrower, notwithstanding the fact that the Conveyance Deed/Sale Deed is not executed in favour of the Party at the First Part at this stage, and in consideration of the SDCCB sanctioning the loan to the Borrower(s), the Borrower(s) and the Builder/Developer have executed this Agreement on the following terms and conditions.

**Now therefore it is hereby agreed by and between the parties that:**

The SDCCB has and shall have the first lien over the said flat for the due repayment of the loan which SDCCB has granted to the Borrower. The Builder shall note in its records the charge and lien of SDCCB over the said flat. The Builder shall not transfer the said flat to any other person without the prior written consent of the SDCCB.



---

---

The Builder/Developer agrees that it has no objection to the Borrower(s) mortgaging the said flat with proportionate share in land to the SDCCB as security for the said loan agreed to be advanced by the SDCCB for the purpose of purchase/construction of the said flat. In the event of default in the repayment of loan and/ or the Borrower(s) committing any other default which makes the Borrower(s) liable for the repayment of the entire amount outstanding in the said loan as per the terms of the Loan Agreement executed between the Borrower(s) and the SDCCB, the Builder shall at the request of SDCCB, be under obligation to not deliver possession to the Borrower and/or to cancel the booking and pay all amounts received by the Builder on behalf of the Borrower(s) to SDCCB including also any amount paid by the Borrower to the Builder. However, the builder/developer shall be entitled to recover cancellation and/or any other charges, if any payable by the Borrower under the terms of application form for purchase of the said flat and/or agreement to sale/construction out of the

Borrower's contribution. Upon payment of the amounts by the Builder/Developer to SDCCB as aforesaid, the SDCCB and the Borrower will not have any claim, charge, lien, mortgage, right, title and interest etc. whatsoever, over the said flat. SDCCB shall issue a certificate to release any mortgage/charge/lien created on the said flat. The Borrower hereby expressly agrees that in the event of default in either repayment of the loan or any other default by the Borrower, SDCCB shall be entitled to request the Builder to cancel the booking and return the amounts received by the Builder and the Borrower agrees and acknowledges that any such request by SDCCB and payment made by the Builder under this clause to SDCCB shall be binding upon the Borrower.

That if for any reason there is any increase/escalation in the cost of the said flat, the increase shall be paid and borne by the Borrower(s) without any reference to the SDCCB and until such payment is made, the SDCCB shall have the right to suspend further disbursement of the said loan.

That in the event of the Builder cancelling the said booking for any default committed by the Borrower(s) or the project is shelved by the Builder or for any other reason whatsoever, the Builder shall pay the entire amount received on behalf of the Borrower(s) to the SDCCB. However, the builder/developer shall be entitled to recover cancellation and/or any other charges, if any payable by the Borrower under the terms of application form for purchase of the said flat and/or agreement to sell/construction out of the Borrower's contribution only in the instance where the Borrower has cancelled the booking of the flat or has committed any default.

That on the receipt of the entire consideration amount, the Builder shall execute a proper Conveyance Deed/Sale Deed/Lease Deed in favour of the Borrower. The Builder undertakes to deliver the same along with original registration fee receipt directly to the SDCCB and not to the Borrower(s). Before the execution of the Sale Deed/Conveyance Deed/Lease Deed, the builder shall inform the SDCCB about the same on the completion of the project.

That the builder agrees that the loan amount may be credited to the loan account no.....with.....

(Name of the Bank & Branch), from where the builder have availed financing facility for the project. [Wherever applicable]

That the Borrower(s) shall also keep informed the SDCCB about the developments in the project. The Borrower shall notify the SDCCB the date of taking over the possession of the said flat. In case the Borrower(s) comes into possession of the Lease Deed/Conveyance Deed/Sale Deed, he/she shall immediately deliver the same to the SDCCB.

That the Borrower(s) assures that he/she will not avail finance from any other Bank or Financial Institution in respect of the aforesaid flat and/or will not create further mortgage/charge over the said flat (allotted to the borrower) in any manner whatsoever.



---

---

That the Borrower(s) shall pay all charges, duties, taxes in respect of the said flat imposed or payable to the Builder/Developer and or to Corporation or any other Government Department/Authority in respect of the said flat and the SDCCB shall not be liable or responsible in any manner whatsoever or howsoever for the same.

That the Borrower(s) agrees and acknowledges to keep the SDCCB indemnified against any loss or damage incurred by it in the event of failure of the Borrower(s) to honour or to meet any of its obligations under this Agreement in connection with the sanctioning of the loan in respect of the said flat.

That during the currency of the loan, the Borrower(s) shall not transfer the said flat to any other person, without the prior written consent of the SDCCB. The Builder/Developer shall not issue the duplicate allotment letter/possession letter to the Borrower(s) without the prior written consent of the SDCCB.

It is understood that the term 'loan' mentioned herein shall include interest, penal interest and all other sums payable by the borrower(s) to the SDCCB.

That in the event of any default by the Borrower(s), the SDCCB may at its discretion enforce the security by the sale and the Builder shall accept the Purchaser of the said flat in place of the Borrower(s), after the Purchaser complies with the necessary requirements of the Builder/Developer in this respect.

14. That the Builder assures the SDCCB that the construction shall be completed as per schedule and as per the sanctioned plans and on completion of construction, the title of the flat with proportionate undivided share in the land shall be conveyed in the name of the Borrower(s).

15. That it is further made clear and understood by all the parties that the non - completion of the project or the happening of any event shall not affect the obligations of the Borrower(s) to repay the loan availed from SDCCB.

16. That the said flat is free from all encumbrances, charges, lien, attachment, prior agreements, whatsoever or howsoever. The party at first part and second part will not do any act or deed which will affect the security of the flat/ or charge created in favour of SDCCB in any manner whatsoever.

17. That there is no order of attachment by the Income Tax Authorities or any other authority under any law for the time being in force nor any notice of acquisition or requisition has been received in respect of the said property,

18. That this Agreement shall not affect in any manner whatsoever the duties and obligations of the Borrower(s) and the terms and conditions agreed to by the Borrower(s) in the Loan Agreement and other documents executed in favour of SDCCB shall remain binding upon the Borrower(s),

19. That in case of acquisition, forfeiture/resumption of the said property, SDCCB shall be entitled to get the compensation settled in respect of the said flat and to appear and act before the Collector/Revenue Officer/Estate Officer or any other concerned authorities, to sign any form, to give any statement, affidavit, application on Borrower's behalf, to receive the compensation in its own name and on the Borrower's behalf, to file appeal in any court for the enhancement of the compensation amount, to get the compensation amount enhanced and to receive the same.

20. The responsibilities of the builders under this tripartite agreement will be extinguished only after delivering the duly registered Conveyance Deed/Sale Deed/Lease Deed directly to the Bank and handing over the possession of the residential unit to the borrower(s) and thereafter the validity of the Tripartite Agreement will come to an end.

In witness whereof the parties hereto have signed this Agreement on the day, month and year first herein above written.



---

---

Signed and delivered by the :  
Named Borrower (s)

j) Shri/Smt/Ms

k) Shri/Smt/Ms

ii) Shri/Smt/Ms

Signature of Borrower (s)

Authorized signatory of Builder M/s  
(name& Address)

The Samastipur District Central Co-operative Bank Ltd.,  
represented by its authorized official  
(Name & address of office/ Branch)

Signature

Witness:

Name & Address

1. Shri/Smt/Ms

Signature

2. Shri/Smt/Ms

Signature





**FORMAT OF VALUATION REPORT***(to be used for all properties of value upto Rs.5 crores)*

:

Name &amp; Address of Branch :

Name of Customer (s)/ Borrowal unit :

*(for which valuation report is sought)*

1	<b>Customer Details</b>								
	Name								
	Apl no								
2	<b>Property Details</b>								
	Address Nearby								
	Landmark/Google Map								
		Independent access to the property							
3	<b>Document Details</b>		Name of Approving Auth						
	Layout Plan		Yes/No			Approval			
			No						
	Building Plan		Yes/No			Approval			
			No						
Construction Permission		Yes/No			Approval				
		No							
Legal Documents		Yes/No	List of Documents						
4	<b>Physical Details</b>								
	Adjoining Properties	East		West		North		South	
	Matching of Boundaries		Yes/No	Plot demarcated	Yes/No	Approved land use		Type of Property	Plotted/ Flat
	No of rooms	Living/ Dining		Bed Rooms		Toilets		Kitchen	
	Total No of Floors		Floor on which		Approx age of		Residual age of		Type of structure



			the		the		the		–RCC
			property is located		Property		Property		framed /stone/BB masonry
5	<b>Tenure / Occupancy Details</b>								
	Status of Tenure		Owned/Rented		No of years of Occupancy		Relationship of tenant or owner		
6	<b>Stage of Construction</b>								
			Under Construction / Completed If completion		under construction ,extent of				
7	<b>Violations if any observed</b>								
	<b>Nature and extent of violations</b>								
8	<b>Area Details of the property</b>								
	Site Area		Plinth area		Carpet area		Saleable area		Remarks
9	<b>Valuation</b>								
	<p>i. Mention the value as per Government Approved Rates also</p> <p>ii. In case of variation of 20% or more in the valuation proposed by the valuer and the Guideline value provided in the State Govt. notification or Income Tax Gazette justification on variation has to be given.</p> <p><b>Summary of Valuation</b></p> <p>i. Guideline Value</p> <p>a. Land:</p> <p>b. Building:</p> <p>ii. Fair Market Value</p> <p>iii. Realizable Value</p> <p>iv. Forced/ Distress Sale value.</p>								
10	<b>Assumptions/Remarks</b>		<p>i. Qualifications in TIR/Mitigation suggested, if any</p> <p>ii. Property is SARFAESI compliant:: Y/N</p> <p>iii. Whether property belongs to social infrastructure like hospital, school, old age home etc.</p> <p>iv. Whether entire piece of land on which the unit is set up / property is situated has been mortgaged or to be mortgaged.</p> <p>v. Details of last two transactions in the locality/area to be provided, if available.</p>						



		vi. Any other aspect which has relevance on the value or marketability of the property	
11	<b>Declaration</b>	i. The property was inspected by the undersigned on..... ii. The undersigned does not have any direct/indirect interest in the above property iii. The information furnished herein is true and correct to the best of our knowledge. iv. I have submitted Valuation report directly to the Bank	
12	<b>Name address &amp; signature of valuer with Wealth Tax Registration No.</b>	Signature of the valuer	Date of Valuation:
13	<b>Enclosures Documents &amp; Photograph s ( Geo- stamping with date) etc.</b>		



## Under Certificate of Posting

The Samastipur District Central Co-operative Bank Ltd.

.....Branch

Shri/Smt./Kum.....

.....

No.....

Dated : .....

Dear Sir/Madam,

Your.....Loan A/c No.....with us

Please refer to your above loan account with our Branch.

2. With a view to discourage irregularity/overdues in loan account either on account of non payment of EMI for whatever reason or outstandings in the overdraft account exceeding the drawing power, it has been decided to levy enhanced interest rate

(hereinafter referred to as "penal rate of interest") at the following rates.

i) Term Loans/Demand Loans

Penal interest @2% on the overdue amount for the period of default, over and above the applicable rate will be charged if the EMIs remain unpaid for a period of 30 days from the due date, for any areason, including a bounced cheque.

ii) Overdrafts :

In the case of an overdraft account, penal interest @2% on the overdue amount for the period of default, over and above the applicable rate will be charged from the day the account is rendered irregular.

3. Accordingly, we request you to ensure that your loan account (s) with us do not become irregular, for any reason whatsoever.

Yours faithfully,

AGM (RACPC) / Branch Manager.



## Under Certificate of Posting

**The Samastipur District Central Co-operative Bank Ltd.**

.....Branch

**Shri/Smt./Kum.**.....

.....

No.....

Dated : .....

Dear Sir/Madam,

**Your.....Loan A/c No.....with us**

Equated Monthly Instalment (EMI) for the month of.....in respect of your captioned account, which was due on.....(date) has not yet been remitted, which resulted in irregularity in your account\*

Your above overdraft account became irregular on..... (date)\*

2. As you are aware, irregularity in the account attracts a penal interest @ 2% on the overdue amount for the period of default. With a view to avoid penal interest, please arrange to deposit an amount of Rs. (\*Amount of EMI/ or irregularity) on or before.....(date) failing which penal interest @ 2% on the overdue amount will be levied, over and above the applicable rate of interest, for the period the account remains irregular.

Yours faithfully,

AGM (RACPC) / Branch Manager

\* delete whichever is not applicable



**MODEL MANDATE FORM****ELECTRONIC CLEARING SERVICE (DEBIT CLEARING)**

The Manager

(Bank Name).....

(Branch Name).....

(Address).....

Telephone No.....

I hereby authorize you to debit my account for making  
payment to .....(User Co.

Name) through ECS(Debit) clearing as per the details

given as under.

Copy to the User

Company

Name.....

.....

Address.....

.....

.....

Telephone / Mobile

No.....

A.9-DIGIT CODE NUMBER OF THE BANK &amp;

--	--	--	--	--	--	--	--	--	--

BRANCH :

(Appearing on the MICR Cheque issued by the bank)

B.ACCOUNT TYPE

(S.B.Account/ Current Account or Cash Credit)

C. ACCOUNT NUMBER

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--



Name of the Scheme	Date of effect	Periodicity M/BiM/Qly/etc.)	Amount of installment /Amt of bill with upper limit	Number of installments/ Valid up to (in case of utility bills)

**D. Date of effect:**

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(.....)

Date Signature of the Customer.

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

.....

Date Signature of the Authorized official from the Bank

(Note:- Mandate to be obtained in 3 copies, Original for Bank, One for User Co and other for customer)



**Annexure / HL-AO**

Int	EMI Chart per Rs.1 Lac														
Rate	(EMI in Rs.)														
	Number of Months --- -->														
	12	24	36	48	60	72	84	96	108	120	180	240	300	360	
4.00	8515	4342	2952	2258	1842	1565	1367	1219	1104	1012	740	606	528	477	
4.25	8526	4354	2964	2269	1853	1576	1378	1231	1116	1024	752	619	542	492	
4.50	8538	4365	2975	2280	1864	1587	1390	1242	1128	1036	765	633	556	507	
4.75	8549	4376	2986	2292	1876	1599	1402	1254	1140	1048	778	646	570	522	
5.00	8561	4387	2997	2303	1887	1610	1413	1266	1152	1061	791	660	585	537	
5.25	8572	4398	3008	2314	1899	1622	1425	1278	1164	1073	804	674	599	552	
5.50	8584	4410	3020	2326	1910	1634	1437	1290	1176	1085	817	688	614	568	
5.75	8595	4421	3031	2337	1922	1646	1449	1302	1188	1098	830	702	629	584	
6.00	8607	4432	3042	2349	1933	1657	1461	1314	1201	1110	844	716	644	600	
6.25	8618	4443	3054	2360	1945	1669	1473	1326	1213	1123	857	731	660	616	
6.50	8630	4455	3065	2371	1957	1681	1485	1339	1225	1135	871	746	675	632	
6.75	8641	4466	3076	2383	1968	1693	1497	1351	1238	1148	885	760	691	649	
7.00	8653	4477	3088	2395	1980	1705	1509	1363	1251	1161	899	775	707	665	
7.25	8664	4489	3099	2406	1992	1717	1522	1376	1263	1174	913	790	723	682	
7.50	8676	4500	3111	2418	2004	1729	1534	1388	1276	1187	927	806	739	699	
7.75	8687	4511	3122	2430	2016	1741	1546	1401	1289	1200	941	821	755	716	
8.00	8699	4523	3134	2441	2028	1753	1559	1414	1302	1213	956	836	772	734	
8.25	8710	4534	3145	2453	2040	1766	1571	1426	1315	1227	970	852	788	751	
8.50	8722	4546	3157	2465	2052	1778	1584	1439	1328	1240	985	868	805	769	
8.75	8734	4557	3168	2477	2064	1790	1596	1452	1341	1253	999	884	822	787	
9.00	8745	4568	3180	2489	2076	1803	1609	1465	1354	1267	1014	900	839	805	
9.25	8757	4580	3192	2500	2088	1815	1622	1478	1368	1280	1029	916	856	823	
9.50	8768	4591	3203	2512	2100	1827	1634	1491	1381	1294	1044	932	874	841	
9.75	8780	4603	3215	2524	2112	1840	1647	1504	1394	1308	1059	949	891	859	
9.95	8790	4613	3225	2534	2123	1851	1658	1515	1406	1319	1072	962	906	874	
10.00	8792	4614	3227	2536	2125	1853	1660	1517	1408	1322	1075	965	909	878	
10.10	8797	4620	3232	2542	2130	1858	1666	1523	1414	1328	1081	972	916	885	
10.15	8799	4622	3234	2544	2133	1861	1668	1526	1417	1330	1084	975	920	889	





10.25	8803	4626	3238	2548	2137	1865	1673	1531	1421	1335	1090	982	926	896
10.35	8808	4631	3244	2554	2142	1871	1679	1536	1427	1341	1097	989	934	904
10.50	8815	4638	3250	2560	2149	1878	1686	1544	1435	1349	1105	998	944	915
10.75	8827	4649	3262	2572	2162	1891	1699	1557	1449	1363	1121	1015	962	933
10.95	8836	4658	3272	2582	2172	1901	1710	1568	1460	1375	1133	1029	977	949
11.00	8838	4661	3274	2585	2174	1903	1712	1571	1463	1378	1137	1032	980	952
11.20	8848	4670	3283	2594	2184	1914	1723	1582	1474	1389	1149	1046	995	967
11.25	8850	4672	3286	2597	2187	1916	1725	1584	1476	1392	1152	1049	998	971
11.50	8862	4684	3298	2609	2199	1929	1739	1598	1490	1406	1168	1066	1016	990
11.75	8873	4696	3310	2621	2212	1942	1752	1612	1504	1420	1184	1084	1035	1009
12.00	8885	4707	3321	2633	2224	1955	1765	1625	1518	1435	1200	1101	1053	1029
12.25	8897	4719	3333	2646	2237	1968	1779	1639	1533	1449	1216	1119	1072	1048
12.50	8908	4731	3345	2658	2250	1981	1792	1653	1547	1464	1233	1136	1090	1067
12.75	8920	4742	3357	2670	2263	1994	1806	1667	1561	1478	1249	1154	1109	1087
13.00	8932	4754	3369	2683	2275	2007	1819	1681	1575	1493	1265	1172	1128	1106
13.25	8943	4766	3381	2695	2288	2021	1833	1695	1590	1508	1282	1189	1147	1126
13.50	8955	4778	3394	2708	2301	2034	1846	1709	1604	1523	1298	1207	1166	1145
13.75	8967	4789	3406	2720	2314	2047	1860	1723	1619	1538	1315	1225	1185	1165
14.00	8979	4801	3418	2733	2327	2061	1874	1737	1633	1553	1332	1244	1204	1185
14.25	8990	4813	3430	2745	2340	2074	1888	1751	1648	1568	1349	1262	1223	1205
14.50	9002	4825	3442	2758	2353	2087	1902	1766	1663	1583	1366	1280	1242	1225
14.75	9014	4837	3454	2770	2366	2101	1916	1780	1678	1598	1383	1298	1261	1244
15.00	9026	4849	3467	2783	2379	2115	1930	1795	1692	1613	1400	1317	1281	1265

