



**LIC HOUSING  
FINANCE  
LIMITED**

**GRIHA PRAKASH  
DOCUMENTATION KIT**

**INDEX**

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<b>LIST OF DOCUMENTS AND STAMP DUTY PAYABLE</b>			
<b>Sl.No.</b>	<b>NAME OF THE DOCUMENT</b>	<b>TO BE EXECUTED BY</b>	<b>STAMP DUTY PAYABLE (AS PER LOCAL LAWS)</b>
1.	Demand Promissory Note	The Borrower	Adhesive Indian Revenue Stamp of Rs.1/-
2.	Receipt	The Borrower	Adhesive Indian Revenue Stamp of Rs.1/-
3.	Loan Agreement	LICHFL and the Borrower.	Stamp Duty of Rs. 100/- as per the Bombay Stamp Act, 1958 and for other states the relevant stamp Act may be referred to.
4.	Power of Attorney	The Borrower	Stamp Duty of Rs. 100/- as per the Bombay Stamp Act, 1958 and for other states the relevant stamp Act may be referred to.
5.	Declaration-cum-Undertaking-cum-Indemnity	The Borrower	Stamp Duty of Rs. 300/- as per the Bombay Stamp Act, 1958 and for other states the relevant stamp Act may be referred to.
6.	Declaration-cum-Undertaking	The Borrower	Stamp Duty of Rs. 200/- as per the Bombay Stamp Act, 1958 and for other states the relevant stamp Act may be referred to.

**PROMISSORY NOTE**

Loan Account No. \_\_\_\_\_

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

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

ON DEMAND, I / We \_\_\_\_\_ promise to pay  
the LIC Housing Finance Ltd., or its assigns or its successors ("LICHFL") a sum of  
Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)  
together with interest at the compounding rate of \_\_\_\_\_% per annum with  
monthly rests or such other rates which the LICHFL may specify from time to time  
with reference to the then prevailing LHPLR. Presentment for payment and noting  
and protest of the note are hereby unconditionally waived.

Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

1/-

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

Signature of the Borrower  
Name

Signature of the Borrower  
Name

Signature of the Borrower  
Name

**RECEIPT**

Application No. : \_\_\_\_\_

Account No. : \_\_\_\_\_

RECEIVED from the LIC Housing Finance Limited, Area Office \_\_\_\_\_  
\_\_\_\_\_ the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
only) by Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on the  
\_\_\_\_\_ Bank \_\_\_\_\_ in the  
favour of me / us my / our vendor / builder at our request and authorization being the  
Full Loan / First / Second / Third \_\_\_\_\_ instalments of the Loan of Rs.  
\_\_\_\_\_/- (Rupees \_\_\_\_\_ only)  
sanctioned to me/us Shri / Smt. \_\_\_\_\_ S/o W/o \_\_\_\_\_ Shri  
/ Smt. \_\_\_\_\_ S/o W/o \_\_\_\_\_ Shri /  
Smt \_\_\_\_\_ S/o W/o All residing at  
\_\_\_\_\_ under the terms and conditions contained in  
the Loan Agreement dated \_\_\_\_\_ in respect of one or two or more of  
the following: the purchase / construction / extension / modification / renovation /  
repairs of the residential plot / house / flat at \_\_\_\_\_  
\_\_\_\_\_ .

Dated on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_

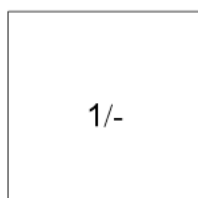
Witnesses :

1)

2)

Name

Signature



1) \_\_\_\_\_

\_\_\_\_\_

2) \_\_\_\_\_

\_\_\_\_\_

3) \_\_\_\_\_

\_\_\_\_\_

4) \_\_\_\_\_

\_\_\_\_\_

**BORROWERS**

Stamp Duty of Rs. 100/- as per the  
Bombay Stamp Act, 1958 and for other states the relevant stamp Act may be  
referred to.

### LOAN AGREEMENT

This Loan Agreement ("Agreement") made and entered into at the place and on the date as stated in the Schedule BETWEEN

**LIC Housing Finance Limited**, a Company incorporated under the Companies Act, 1956, and having its Registered Office at Bombay Life Building, 2nd Floor, 45/47, Veer Nariman Road, Mumbai – 400 001 and an Area Office as more particularly mentioned in the Schedule herein,, hereinafter called '**LICHFL/Lender**' (which expression shall unless the context otherwise requires, include its successors and assigns) of the One Part

AND \_\_\_\_\_ the Borrower/s whose name and addresses are as stated in the Schedule, hereinafter called "**Borrower/s**" (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/ her/ their respective executors, administrators, legal heirs) of the Other Part.

The LICHFL and the Borrower/s shall wherever the context permits be referred to as the '**Parties**'.

**WHEREAS:**

1. The Borrower had availed a loan of Rs. \_\_\_\_\_ from \_\_\_\_\_ for \_\_\_\_\_ (purpose) and for securing the repayment of the said loan the Borrower created a mortgage of the premises being the residential/commercial plot / house / flat situated at \_\_\_\_\_, (hereinafter referred to as the "**said premises/said mortgaged property**") more particularly described in the schedule hereunder written in favour of the said \_\_\_\_\_ Bank/institution by a deposit of the title deeds/by-executing indenture of mortgage/registered mortgage. The said mortgage was valid, subsisting, binding and enforceable and the only mortgage subsisting in respect of the mortgaged property. The said mortgaged property is free from all encumbrances apart from the present mortgage.
2. The Borrower desired to avail a loan from LICHFL for the purpose of repayment of the aforesaid loan together with interest, costs and other charges to the said \_\_\_\_\_ Bank/Institution and also for the purpose described in the loan sanction letter dated \_\_\_\_\_. For the purpose of securing repayment of the said loan of LICHFL, the Borrower agreed to create mortgage of the said mortgaged property in favour of LICHFL.
3. Pursuant to the request of the Borrower, by a Letter of Sanction dated \_\_\_\_\_ LICHFL has agreed to grant to the Borrower a loan for the sum of \_\_\_\_\_ for a period of \_\_\_\_\_ for the purpose mentioned and on the terms and conditions contained therein.
4. At the request of the Borrower, LICHFL issued a cheque in favour of \_\_\_\_\_ (Bank/institution) for the amount of \_\_\_\_\_ in

respect of the Loan Account No. \_\_\_\_\_ to clear the outstanding amount inclusive of interest, costs and other charges of the Borrower with \_\_\_\_\_ (Bank/institution).

5. The Borrower has executed an irrevocable Power of Attorney in favour of LICHFL for the purpose of obtaining the title deeds/transfer of indenture of mortgage/reconveyance from \_\_\_\_\_ Bank/institution and for creation of mortgage in favour of LICHFL in accordance with the terms and conditions of the Letter of Sanction dated \_\_\_\_\_.
6. The Borrower has agreed to execute this Loan Agreement evidencing the terms and conditions governing the grant of credit facilities above mentioned and sanctioned by LICHFL in favour of the Borrower.

**NOW THIS LOAN AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**Article 1**  
**DEFINITIONS**

The following definitions apply throughout this Agreement unless otherwise stated:

- a) **“Authorisations”** means all approvals, authorizations, concessions, permits and licenses and all rights granted by and all filings, registrations and agreements with any person (including, without limitation, any government or other regulatory authority) necessary for this Agreement.
- b) **“Business Day”** means a day which is not a Sunday or a Public Holiday within the meaning of section 25 of the Negotiable Instruments Act, 1881 and on which banks in the State of Maharashtra are open for business.



- c) **“Encumbrance”** means (a) any claim, mortgage, charge, pledge, hypothecation, security, option, power of sale, lien or other encumbrance securing any obligation of any person or party or (b) any other type of preferential arrangement having a similar effect.
- d) **“Event of Default”** means each of those circumstances described as such in Article 7.
- e) **“Finance Documents”** means the Sanction Letter, the Loan Agreement, the Demand Promissory Note, Insurance Policy and other deeds and documents relating to the Loan and the Security.
- f) **“Loan Documents”** means this Agreement and the agreements and documents referred to in this Agreement alongwith the Sanction Letter dated \_\_\_\_\_ and any other agreement, document or deed executed pursuant thereto or in connection therewith including the documents relating to the Loan and the Security and as amended from time to time.
- g) **“Schedule”** means the schedule written at the end of this Agreement and constituting the part of this Agreement.
- h) **“Construction”** means and includes modification, improvement or extension or renovation of a house / flat.
- i) **“Interest”** shall mean interest as referred to in article 2.2 and the Schedule.
- j) **“Loan”** means the amount of the financial assistance provided by LICHFL directly or indirectly or in any form and by whatever name called and more particularly referred in the Schedule for the Purpose.

- k) **“Outstanding Amount”**, shall include principal amount, interest, additional interest, Pre Equated Monthly Installment Interest (PEMII) and any amount payable by the Borrower/s under this Agreement.
- l) **“Loan Application”** means the application submitted by the Borrower/s to LICHFL for availing of the Loan.
- m) **“Property”** means the immovable property, described in the Schedule or any time subsequently, the acquisition / construction of which is financed partly by LICHFL and include:
- A) In the case of a flat, the entire built-up area (and any additions thereto), the proportionate share in the common areas of the building in which such flat is/will be situated and the proportionate undivided share in the land on which the said building is situated or is being/will be built.
- B) In the case of a plot/ house, entire plot of land and the house situated thereon or on which the house will be built.
- n) **“Purpose”** shall mean any one or two or more of the following: the purchase / construction / extension / modification / renovation / repairs of the residential plot / house / flat by the Borrower/s and repayment of the outstanding dues of \_\_\_\_\_(Bank/institution)
- o) **“Prepayment”** means premature repayment in part or in full as per the terms and conditions laid down by LICHFL in that behalf and as in force at the time of prepayment within the Term through any mode as approved by LICHFL including Electronic Clearing Services (E.C.S.) or Post Dated Cheques (P.D.C.) or Salary Deduction or through Collecting Bank or any other mode as may be prescribed by LICHFL from time to time.

- p) **“Repayment” OR “Payment”** means the repayment or payment of the EMI or PEMII or Outstanding Amount to LICHFL within the Term through any mode as approved by LICHFL including Electronic Clearing Services (E.C.S.) or Post Dated Cheques (P.D.C.) or Salary Deduction or through Collecting Bank or any other mode as may be prescribed by LICHFL from time to time.
- q) **“Equated Monthly Installment” (EMI)** means the amount of monthly payment necessary to amortize the loan with interest within such period as may be determined by the LICHFL from time to time.
- r) **“Pre Equated Monthly Installment Interest” (PEMII)** means interest as referred in Article 2.2, at the rate indicated in the schedule on the Loan from the date/respective dates of disbursement to the date immediately prior to the date of commencement of EMI.
- s) **“EMI Date”** shall mean the date as mentioned in the Schedule on which EMI or PEMII payment has to be made by the Borrower/s.
- t) **“Term”** shall mean the period of the Loan as mentioned in the Schedule or as may be extended due to the change in the rate of interest or as may be extended by LICHFL at its sole discretion from time to time.
- u) **“Collecting Bank”** shall mean the authorised Bank by LICHFL wherein the Borrower/s can make the Payment or Repayment as per this Agreement.
- v) **“Security”** shall mean the securities referred to in Article 3.
- w) **“Legislation”** means all laws, rules, regulations, bye-laws or notifications of the State Government, Municipal Corporation of Greater Bombay, Municipal Council and any other local body or authority with regard to the development, construction, use of buildings and the

matters connected with or concerning such developments, construction and use.

- x) **Interpretation:** References to this “Agreement” shall mean this Loan Agreement and Sanction Letter dated \_\_\_\_\_, including all amendments, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to the Agreement as the same may be in effect at the time such reference becomes operative.

- 1.2 Any expression not defined in this Agreement but defined in the General Clauses Act, 1897 shall have the meaning contained in that Act.
- 1.3 Reference to the masculine gender includes feminine gender.
- 1.4 The term “Borrower/s”, wherever the context so requires, shall mean to be construed as, include more than one.

## **Article 2**

### **LOAN, INTEREST etc.**

- 2.1 **Loan Amount:** The LICHFL hereby agrees to grant to the Borrower/s and the Borrower/s hereby agrees to avail from the LICHFL, the Loan mentioned in the Schedule in the manner and on the terms and conditions as mentioned in this Agreement.

**Purpose:** The Loan has been sanctioned for the purchase / construction / extension / modification / renovation / repairs of the residential/commercial plot / house / flat by the Borrower/s and for repayment of the outstanding dues of \_\_\_\_\_ (Bank/institution).

- 2.2 **Interest**

LICHFL  
GRIHA PRAKASH/TO

- (a) In the event the Borrower/s opts for the Floating Rate of Interest offered by LICHFL, the special offer rate of interest stipulated in the Schedule shall be reviewed after the three (3) months from the date of first disbursement and thereafter the interest shall be based on the LIC Housing Prime Lending Rate (LHPLR) plus/minus the spread as prevailing at the time of sanction (subject to quarterly review) as fixed by LICHFL from time to time. The Revised Floating Rate of Interest will be applicable with effect from 1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July or 1<sup>st</sup> October, as the case may be.
- (b) In the event the Borrower/s opts for the Fixed scheme of interest for 3 years or for 5 years or 10 years as mentioned in the Schedule ( "Period of fixed Interest " ), the rate of interest offered by LICHFL shall be the fixed rate of Interest as provided in the Schedule for the Period of Fixed Interest .However after expiry of the period of Fixed Interest, the Loan shall attract Floating rate of interest based on the LIC Housing Prime Lending Rate (LHPLR) plus/minus the spread prevailing at the time of sanction.
- (c) The Borrower/s shall reimburse or pay such amount as may have been paid or payable by LICHFL to the Central or State Government on account of any tax levied on interest (and/or other charges including the PEMII) on the Loan by the Central or State Government. The reimbursement or payment shall be made by the Borrower/s as and when called upon to do so by LICHFL.
- (d) The Borrower hereby consents that in addition to what is stated / agreed in Clause 2.2. (a), (b) & (c) hereinabove, LICHFL, at any time during the Term without notice to the Borrower/s, may vary / reschedule / enhance the rate of interest depending upon the Credit Performance of the Borrower/s or on happening of a Market Disruption Event ("MDE"). The Credit Performance of the Borrower/s for this clause shall mean and include, but not limited to any non-payment of

Loan, non – payment of Interest, non – payment of EMI in time, non – compliance with terms and conditions of this Agreement or the like. Market Disruption Event (“MDE”) for this clause shall mean and include, but not limited to any event which affects the cost of funds of the LICHFL.

**2.3 Computation of Interest:** The Equated Monthly Installment is computed on the basis of rest as mentioned in the schedule and is rounded off to the next Rupee. Interest or any other charge shall be computed on the basis of 365 days a year.

**2.4 Details of Disbursement:** LICHFL shall disburse the Loan in one lump sum or in suitable installments having regard to the needs of the Borrower/s. The Loan shall be disbursed after the Borrower/s' own contribution has been made for the same to the builder / developer / vendor, and such proof is furnished to LICHFL by the Borrower/s, as may be necessary or desired by LICHFL. The disbursement towards construction/improvement of Property shall be made only after the Borrower/s commences the construction / improvement work on the Property, and such proof is furnished to LICHFL by the Borrower/s, as may be necessary or desired by LICHFL. The disbursement shall be in stages as per the progress of work as prescribed in the internal guidelines of LICHFL, as applicable from time to time and/or as per the security valuation of the Property. The said Security valuation of the Property shall be determined by LICHFL in consultation with the panel valuer of LICHFL. The decision of LICHFL in this regard shall be final, conclusive and binding on the Borrower/s. The Borrower/s shall acknowledge the receipt, in the form required by LICHFL, of each amount so disbursed.

**2.5 Mode of Disbursement**

- (a) LICHFL shall first make the payment of the outstanding dues of the Borrower directly to \_\_\_\_\_ (Bank/institution) so as to clear the Borrower's loan with \_\_\_\_\_ (Bank/institution). Further,

disbursement of the Loan may be made directly to the Builder/ Developer/vendor and/or in such other manner as may be decided solely by LICHFL.

- (b) LICHFL shall have the right to adjust PEMII or any other dues against undisbursed amount.
- (c) Disbursement shall be deemed to have been made to the Borrower/s on the date of the cheque/Demand Draft or payment advice as the case may be, under which such disbursement shall have been made irrespective of the date on which the disbursement may have been received by or on behalf of the Borrower/s. All payments to be made by LICHFL to the Borrower/s under or in terms of the Loan shall be made by cheque/demand draft/pay order duly crossed and marked "A/c Payee Only" and collection charges, if any, in respect of all such demand draft/pay orders/cheques will have to be borne by the Borrower/s.
- (d) Interest on LICHFL Loan will begin to accrue in favor of LICHFL as and from the date of the cheque / demand draft or payment advice as the case may be irrespective of the time taken for transit / collection / realizations by the Borrower/s or on his behalf.

## **2.6 Amortization**

- i. Subject to Article 2.2 and the provision for variation of interest rates, etc. contained in this Agreement the Borrower/s will amortize the Loan as stipulated in the Schedule, subject however that in the event of delay or advancement of disbursement for any reason whatsoever, the date of EMI shall be the date mentioned in the Schedule hereinbelow or as mutually decided by the parties.

- ii. In addition to (i) above, the Borrower/s shall pay to LICHFL, PEMII every month, if applicable.
- iii. Notwithstanding what is stated in Article 2.6 (i) above and in the Schedule, LICHFL shall have the right at any time, to review and reschedule the repayment terms of the Outstanding Amount thereof. In such event/s the Borrower/s shall repay the Outstanding Amount thereof as per the revised schedule as may be determined by LICHFL in its sole discretion.
- iv. Save and except as provided under sub-article (v) below, for administrative convenience the Equated Monthly Installment is intended to be kept constant irrespective of variation in the Floating Rate, and as a result of this the number of Equated Monthly Installments is liable to vary. No intimation shall be given by LICHFL as to the number of Equated Monthly Installments required to be paid by the Borrower/s upon each revision of Floating Rate. The information as to the revision of applicable/applied Floating Rate during the financial year of LICHFL and the number of Equated Monthly Installments payable from the last revision of Floating Rate during such year shall be intimated by LICHFL to the Borrower/s annually. The Borrower/s shall pay Equated Monthly Installments until the Loan together with interest is repaid in full.
- v. Notwithstanding anything to the contrary contained in this Agreement, having regard to the Floating Rate for the time being, LICHFL shall be entitled to increase the Equated Monthly Installment suitably if Equated Monthly Installment is not adequate to cover interest in full and/or the principal component contained in the Equated Monthly Installment is inadequate to amortize the Loan within such period as determined by LICHFL.
- vi. LICHFL shall have the right to vary its LIC Housing Prime Lending Rate (LHPLR) / Floating Rate from time to time in such manner as LICHFL may deem fit in its own discretion.



## 2.7 Delays in Payment

- (a) No notice, reminder or intimation shall be given to the Borrower/s regarding his obligation and responsibility to ensure prompt and regular payment of interest, PEMII or Equated Monthly Installment (EMI) and all other amounts payable by the Borrower/s to LICHFL on the respective due dates.
- (b) Without prejudice to LICHFL's other rights, delay in payment of Equated Monthly Installment (EMI) or PEMII shall render the Borrower/s liable to pay additional interest at the rate mentioned in the Schedule or at such higher rate as per the rules of LICHFL in that behalf as in force from time to time. In such event, the Borrower/s shall also be liable to pay incidental charges and costs to LICHFL.

**2.8 Pre-payment of Loan:** LICHFL may, in its sole discretion and on such terms, as to pre-payment charges etc. as mentioned in the Schedule herein, prescribe / permit prepayment / acceleration in payment of Equated Monthly Installments (EMI) at the request of the Borrower/s. In the event LICHFL permits any prepayment/ acceleration, the repayment schedule for the Loan may be amended /altered by LICHFL for giving effect to such prepayment / acceleration, and such amended/altered repayment schedule shall be binding upon the Borrower/s. In the event of prepayment, the new repayment / amortization schedule shall be effective from the EMI date of the subsequent month.

**2.9 Alteration and Re-Scheduling of Equated monthly installment EMI:** If the entire amount of Loan is not drawn by the Borrower/s within a period of 12 months from the effective date, Equated monthly installments (EMI) may be altered and re-scheduled in such manner and to such extent as LICHFL may, in its sole discretion, decide and the repayment will thereupon be made as per

the said alteration and re-scheduling notwithstanding anything stated in this Agreement.

- 2.10 **Terminal Dates for Disbursement:** Notwithstanding anything contrary contained herein, LICHFL may by notice to the Borrower/s suspend or cancel further disbursement of the Loan, if the Loan shall not have been fully drawn within twelve months from the date of the Sanction Letter.
- 2.11 **Upfront Fees:** Borrower/s has / have paid to LICHFL the Upfront Fees as notified in the Sanction Letter issued by LICHFL to the Borrower/s. Borrower/s shall pay to LICHFL commitment fees as mentioned in the Schedule.
- 2.12 **Liability of the Borrower/s to be Joint and Several:** Where the Loan is provided to more than one Borrower/s or where the payment obligations are secured by any guarantee, notwithstanding anything herein stated, the liability of the Borrower/s / guarantors to repay Outstanding Amount and to observe the terms and conditions of this Agreement and terms and conditions of any other agreement/s / document/s that may be executed by the Borrower/s with LICHFL in respect of the Loan or any other loan or loans shall be joint and several.

**ARTICLE 3**  
**COVENANTS FOR SECURITY**

- 3.1 **Security for the loan:** The Borrower/s covenants that the Loan and the Outstanding Amount under this Agreement shall be secured by the Security as LICHFL shall determine in its sole discretion, with the right to decide the place, timing and type of the Security including the manner of its creation

and/or additional Security it may require and the Borrower/s shall create the Security as may be decided by LICHFL: -

3.2 The Borrower/s shall comply with the following:

- a) Execute a money bond or a promissory note in favor of LICHFL for the amount of the Loan;
- b) Assign in favour of LICHFL life insurance policy (ies) under such plan and for such sum assured as may be required and approved by the LICHFL;
- c) Execute any such agreement/s, document/s, undertaking/ including deed of guarantee by surety / ies of sound financial standing and an irrevocable power of attorney inter alia authorizing the LICHFL to create an equitable mortgage or mortgage by deposit of title deed or such other mortgage as the LICHFL deem fit, over the Property in its favour as may be required now or hereafter at any time during the pendency of this Loan/or Outstanding Amount or any other loan or loans granted by LICHFL to the Borrower/s before or hereafter.

3.3 **Continuing Security:** Security furnished / to be furnished or procured or to be procured by the Borrower/s in connection with the Loan shall remain a continuing Security to LICHFL and binding upon the Borrower/s and:

- (a) Shall not be discharged by intermediate payment by the Borrower/s or any settlement of accounts by the Borrower/s so far as any part of the Outstanding Amount remains outstanding to be paid by the Borrower/s;
- (b) Shall be in addition to and not in derogation of any other Security which LICHFL may at any time hold in respect of the dues of Borrower/s; and

- (c) Shall be available to LICHFL until all accounts between LICHFL and the Borrower/s in respect of the Outstanding Amount / Loan are ultimately settled to the satisfaction of LICHFL.

In the event the Security furnished by the Borrower/s is found to be insufficient /incorrect in value, the Borrower/s shall be directed to furnish additional Security as may be required by LICHFL. Notwithstanding the above, in the event the Security furnished by the Borrower/s is subsequently found to be of inferior value to that as declared by the Borrower/s in the Loan Application, the Loan may be recalled by LICHFL with immediate effect.

**Article 4**

**Conditions Precedent to Disbursement of LOAN**

- 4.1 The obligation of LICHFL to make any disbursements shall be subject to:
- i. Non-existence of Event of Default: No event of default as defined in Article 7.1 shall have happened.
  - ii. Utilization of Borrowers' Contribution: The Borrower/s assures LICHFL that he has, prior to receiving the disbursement of the Loan, utilized his own contribution i.e. the cost in respect of the Property for the Purpose less LICHFL's Loan.
  - iii. Utilization of prior Disbursement: The Borrower/s shall have provided, to LICHFL, proof to the satisfaction of LICHFL regarding utilization of the proceeds of any prior disbursement.
  - iv. Evidence for Utilization of Disbursement: LICHFL should be satisfied at the time of request for a disbursement that the same is required immediately by the Borrower/s for the Purpose and the Borrower/s shall provide evidence satisfactory to LICHFL of the proposed utilization of the proceeds of the disbursement of Loan.

- v. Extra Ordinary Circumstances: No extraordinary or other circumstances shall have occurred which, in the sole opinion of LICHFL, may make it improbable for the Borrower/s to fulfill any of these terms and conditions.
- vi. Execution of Power of Attorney: the Borrower/s shall execute an irrevocable Power of Attorney in favour of LICHFL for the purpose of inter alia obtaining the title deeds/transfer of indenture of mortgage/reconveyance of the said mortgaged property and creation of mortgage in favour of LICHFL.
- vii. Execution of Undertaking: the Borrower/s shall execute an undertaking cum indemnity in favour of LICHFL inter alia indemnifying LICHFL against any losses that may be suffered by LICHFL on account of non – receipt of the the title deeds/transfer of indenture of mortgage/reconveyance of the said mortgaged property from \_\_\_\_\_ Bank/institution.

4.2 The Borrower/s shall make delivery of the following to LICHFL, satisfactory in the form and substance as required by LICHFL:

- (i) Evidence that all consents, approvals and permissions required for availing of the Loan and/or creation of Security have been obtained or evidence to the effect that these are not required.
- (ii) Security documents and/or guarantee(s) as required by LICHFL.
- (iii) Evidence of a subsisting contract for sale of the Property in favor of the Borrower/s and that necessary Security can be created in favor of LICHFL in the form and manner as approved by LICHFL.

4.3

1. The Borrower/s agree/s that the Borrowers/s shall not create any charge by way of lien, hypothecation, pledge or mortgage or any other encumbrance upon the security given to LICHFL;
2. The Borrower/s also undertake/s and confirm/s that in the event the cash flow in the account of the Borrower/s is not sufficient to service the loan, interest or other dues, the shortfall will be met through the other income of the Borrower/s;

**Article 5**  
**COVENANTS**

5.1 **Affirmative Covenants:** The Borrower/s hereby expressly covenants as follows:-

- (a) *Utilization of Loan:* The entire Loan will be utilized for Purpose and as indicated in the Loan Application and for no other purpose whatsoever.
- (b) *Construction:* The Property will be acquired and/or Construction will be completed on the land comprising the Property as indicated in the application and in accordance with the sanctioned plan and the Borrower/s will obtain and produce to LICHFL a proper true copy of occupation/completion certificate issued by the concerned Municipal and or other concerned authority.
- (c) *Notify causes of delay:* LICHFL shall promptly be notified of any event or circumstances which might cause a delay in the commencement or completion of the Construction of the Property or delay in the acquisition of the Property.

- (d) *Maintenance of Property:* The Property will be maintained, when purchased/completed, in good order and condition and all necessary repairs, additions and improvements thereto will be made during the currency of Loan and that the Borrower/s will ensure that the value of the Property does not diminish.
- (e) *To notify change in employment etc:* LICHFL will be notified of any change in the employment, business or profession of Borrower/s well in advance.
- (f) *Compliance with rules etc.:* All the terms and conditions of holding the Property and all the rules, regulations, bye-laws, etc., of the concerned Co-operative Society, Association, Limited company or any other Competent Authority will be complied with. Maintenance and other charges for the upkeep of the Property any other dues, as may be payable in respect of the Property and/or for the use thereof will be paid within due dates.
- (g) *Loss or damage by uncovered risks:* LICHFL will promptly be informed of any loss or damage to Property due to any act of God or damage or other risks against which the Property may not have been insured.
- (h) The Borrower/s shall utilize the entire Loan for the purpose as stated hereinabove only and the Borrower/s undertake/s that the said Loan or any part thereof shall not be utilized for any other purpose whatsoever.
- (i) The Borrower/s shall repay the Loan together with interest, charges and all other monies owing to LICHFL according to the terms hereof and any note evidencing the same.
- (a) The Borrower/s shall pay regularly all taxes, assessments, dues, duties and impositions as may, from time to time, be payable to any Government body or authority.

- (b) The Borrower/s shall perform, on request of LICHFL, such reasonable acts as may be necessary to carry out the intent of this Agreement.
- (c) The Borrower/s shall promptly inform LICHFL of any distress or other proceedings being taken against the Security of LICHFL.

5.2 *Notify Additions, Alterations:* The Borrower/s shall notify and furnish details of any additions to or alterations in the Property or the use of the Property which might be proposed to be made during the pendency of the Loan.

5.3 *LICHFL's Right to Inspect:* The Borrower/s agree/s that any person authorized by LICHFL shall have free access to the Property for the purpose of inspection/supervising and inspecting the progress of construction and the accounts of construction to ensure proper utilization of the Loan. The Borrower/s further agrees that LICHFL shall have free access to the property for the purpose of inspection at any time during the pendency of Loan.

5.4 *Appropriation of payments:* Unless otherwise agreed to by LICHFL any payment due and payable under the Loan Agreement and made by the Borrower/s would be appropriated towards such dues in the order, namely:

- (i) Costs, charges, expenses, incidental charges and other monies that may have been expended by LICHFL in connection with recovery;
- (ii) Additional interest and/or liquidated damages on defaulted amount;
- (iii) Prepayment charge, commitment charge and fees;
- (iv) PEMII;
- (v) EMI;
- (vi) Loan.



*Maintenance of Legal Validity:* The Borrower/s shall obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licenses and consents to enable it lawfully to enter into and perform its obligations under each of the Loan Documents to which it is party and to ensure the legality, validity, enforceability or admissibility in evidence in India, of each of the Loan Documents to which it is party.

*Laws:* The Borrower/s shall comply with and fulfill all requirements under applicable laws, regulations and rules for the time being in force.

*Notification of Events of Default:* The Borrower/s shall within 30 days inform LICHFL of the occurrence of any Event of Default or potential Event of Default. The Borrower/s shall also, upon receipt of a written request to that effect from LICHFL, confirm to LICHFL that, save as previously notified to LICHFL or as notified in such confirmation, no Event of Default or potential Event of Default has occurred or is continuing.

*Access:* LICHFL shall, at the cost of the Borrower/s, have the right at any time on reasonable notice, either directly or through qualified advisors to inspect records, registers and documents exclusively in relation to the mortgaged property, in order to confirm compliance with this Agreement at such reasonable times and as often as LICHFL may reasonably request. For the purpose, LICHFL shall, at the cost of the Borrower/s, have the right to visit and inspect the facilities of the Borrower/s at such reasonable times and as often as LICHFL may reasonably request.

*Amendments to Documents:* The Borrower/s shall not, without the prior written consent of LICHFL, amend, supplement, supersede or waive any term of any of the documents delivered to LICHFL.

*Insurance:* The Borrower/s shall keep and ensure that the mortgaged property are duly insured against fire, theft and burglary, flood, natural calamities, strike, riots and civil commotion, and such other risks as may required by LICHFL from time to time with financially sound and reputable insurance

offices against loss or damage, in such manner and to no less an extent than is generally accepted as customary in regard to property and business of like character and, in any case for the full construction cost, on those policies relating to the assets covered by the Mortgage Documents. In such policies the sole benefactor shall be LICHFL. The Borrower/s shall not do, cause or allow to be done anything, which may render any such insurance policies void or voidable. The Borrower/s will further ensure that the said policy shall be renewed at least seven days prior to the due date, failing which, LICHFL shall reserve its right to debit the Borrower's account with the amount of the premium and to pay the said amount directly to the insurance company/ firm for renewal of the said policy. However, LICHFL will not be responsible for any delay in or for inadequate insurance cover and any consequences thereof.

**5.5 Negative Covenants:** The Borrower/s further covenants with LICHFL that unless, LICHFL shall otherwise previously approve in writing, the Borrower/s shall not:

- (i) Let out or give on leave & license or otherwise part with the possession of the Property or any part thereof.
- (ii) Sell, mortgage, lease, surrender or otherwise alienate, encumber or create a third party interest in the Property or any part thereof.
- (iii) Enter into any agreement or arrangement with any person, institution or local or Government body for the use, occupation or disposal of the Property or any part thereof.
- (iv) Change use of the Property. Provided that if the Property is used for any purpose other than the approved / permitted purpose, in addition to any other action which LICHFL might take, LICHFL shall be entitled to charge, in its sole discretion, such higher rate of interest as might fix in the circumstances of the case.

- (v) Amalgamate or merge the Property with any other property.
- (vi) Create any right of way or any other easement on the Property.
- (vii) Stand surety for anybody or guarantee the repayment of any loan or overdraft or the purchase of any asset other than the present Loan.
- (viii) Leave India for employment or business or for long term stay abroad for any other purpose without fully repaying Outstanding Amount as per the rules of LICHFL then in force. Whether the stay is long term or not shall be decided solely by LICHFL.
- (ix) Execute any document, such as Power of Attorney, or any other similar or other deed, in favor of any person to deal with the Property in any manner.
- (x) Raise loans or any other borrowing from any other source against the said security or any part thereof;

5.6 The Borrower/s, his heirs, legal representatives, executors, administrators and successors are bound by the terms and conditions of this Agreement. However, the Borrower/s shall not be entitled to transfer or assign any of his rights and obligations under this Agreement.

#### **Article 6**

#### **BORROWERS' REPRESENTATION AND WARRANTIES**

6.1 The Borrower/s hereby warrants and undertakes to LICHFL:

- a) *Confirmation of Loan Application:* That the information given in the Loan Application and any prior or subsequent information provided or explanation furnished, to LICHFL in this behalf are true, complete and

accurate in every respect and LICHFL may at any time, call for verification of any/all such information. Any such information in possession of LICHFL shall be deemed to have been given only by the Borrower/s.

- b) *Disclosure of material changes:* That subsequent to the Loan Application there has been no material change which would affect the Property or the grant of the Loan as requested for in the Loan Application.
- c) That the Borrower/s will promptly give written notice to LICHFL of:
  - i. Any dispute which might arise between the Borrower/s and any person or any governmental body or authority relating to or concerning the Property.
  - ii. Any distress or execution being levied against the Property.
  - iii. Any material circumstances affecting the ability of the Borrower/s to repay the Loan in the manner stipulated hereunder.
- d) *Disclosure of defects in PROPERTY:* That the Borrower/s is not aware of any document, judgment or legal process or other charges or of any latent or patent defect affecting the title of the Property or of any material defect in the Property which has remained undisclosed and/or which may affect LICHFL prejudicially.
- e) *Public schemes affecting the Property:* That the Property is not included in or affected by any of the schemes of Central/State Government or of the improvement trust or any other public body or local authority or by any alignment, widening or construction of road

LICHFL  
GRIHA PRAKASH/TO

under any scheme of the Central/State Government or of any Corporation, Municipal Committee, Gram Panchayat, etc.

- f) *Due payments of public and other demands:* That the Borrower/s has paid and/or will pay when due, all public demands such as Income Tax, Property taxes and all the other taxes and revenues payable to the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.
- g) That the Borrower/s does not violate any covenant, conditions or stipulations under any existing agreements entered into by the Borrower/s with any party, by availing the Loan from LICHFL.
- h) That all the necessary approvals for availing the Loan and creating the Security / securities have been obtained or shall be obtained.
- i) That the Borrower/s is entitled and empowered to borrow, provide the Security documents, execute the promissory notes and all other documents in connection with and upon execution, the same will create legal and binding obligations on the Borrower/s.
- j) That the Borrower/s is not party to any litigation, of a material character. That the Borrower/s is not aware of any facts likely to give rise to such litigation or material claims against the Borrower/s.
- k) That no suit is pending in the Municipal Magistrate's court or any other Court of Law in respect of the Property nor has the Borrower/s been served with any notice for infringing the provision of the municipal Act or any Act relating to local bodies or Gram Panchayats or local Authorities or with any other process under any of these acts.
- l) That LICHFL will be given written notice on completion of Construction. The Borrower/s will obtain certificate of Occupation and certificate of

completion, if any, from the relevant authorities and furnish true copy thereof to LICHFL.

- m) That Borrower/s will, on LICHFL's request, do, perform and execute such acts, deeds, matters and things as LICHFL may consider necessary either to perfect the Security provided for or to carry out the intent of this Agreement.
- n) That until any moneys are due or outstanding under this Agreement, the Borrower/s shall ensure that the insurance policy/ies (wherein LICHFL is a payee/beneficiary/assignee) are valid, subsisting and operative by complying with the terms of issue of such insurance policy/ies including the timely payment of the premium for such policy/ies, and agrees to produce the necessary proof / receipts of such validity / subsistence / operation to LICHFL whenever required.
- o) That the Borrower/s agrees, confirms and acknowledges that Borrower/s has exercised due care and caution (including, where necessary, obtaining of advise of tax / legal / accounting / financial other professionals) prior to taking of the decision, acting or omitting to act, in respect of the financing of the Property and further agrees, confirms and acknowledges that LICHFL is not responsible for any delay in Construction/giving of possession / completion of the Property to the Borrower/s or for the quality, condition or fitness of Construction of the Property including where LICHFL may have approved/sanctioned or otherwise provided the Borrower/s any information in respect of the builder/developer/seller of the Property.
- p) That the Borrower/s agrees, confirms and acknowledges that the documents pertaining to acquisition of Property as entered into by the Borrower/s or executed for and on behalf of the Borrower/s are valid and subsisting at the time of provision of whole or a part of the Loan, and shall remain valid and subsisting during the tenure of the Loan subject to the terms of this Agreement, and the legal and beneficial

ownership of the Property shall continue being in favor of the Borrower/s during the term of the Loan.

- q) The Borrower/s has/have not applied for loan from any other housing finance companies/banks/NBFCs for financing the cost of acquisition of the property nor has created any encumbrances in or over the property in favour of any third party.
- r) *Validity and Admissibility in Evidence:* All acts, conditions and things have been done, fulfilled and performed in order to make each of the Loan Documents admissible in evidence in the Courts in Mumbai.
- s) *Binding Obligations:* The obligations expressed to be assumed by the Borrower/s in each of the Loan Documents are legal and valid obligations binding on it in accordance with the terms thereof.
- t) *Full Disclosure:* All information supplied to LICHFL by the Borrower/s/authorised persons of the Borrower/s and the Borrower's professional advisers in connection with the Loan including the Security is true, complete and accurate in all material respects.

**Mortgaged Property:**

- (a) The Borrower/s warrants that the Mortgaged Property as aforesaid is and will at all times with a clear and marketable title, free from any Encumbrance and at the sole disposal of the Borrower/s and shall be subject to the charges created and/or to be created in favour of LICHFL.
- (b) The Mortgaged Properties have been constructed/ are being constructed in accordance with the applicable requirements of the relevant local or other authorities concerned and such requirements shall be complied with.

- (c) To the best of the Borrower's knowledge and belief, the Mortgaged Properties is not likely to be adversely affected by any planning proposal.
- (a) The Borrower/s has/have paid and shall continue to pay all rents, rates, taxes, assessments, levies, insurance, service charges and other outgoings that are payable in respect of the Mortgaged Properties.
- (b) To its best knowledge and belief, the Borrower/s has/have performed and observed all laws, rules, regulations, covenants (whether in relation to freehold or leasehold land), conditions, agreements, statutory, governmental and other like requirements, planning consents, bye-laws, orders and regulations affecting the Mortgaged Properties and requiring observance or performance by them and no notice of any material breach of any such matters has been received.
- (c) To the best of the Borrower's knowledge and belief, the Mortgaged Properties is not at present the subject matter of any suit, writ, execution, lis pendens, notice or other legal, arbitral or administrative proceedings.
- (d) There are not in respect of the Mortgaged Properties:
  - (i) any outstanding notices or orders issued by or any agreements with any local or other authority;
  - (ii) any proceedings in respect of any infringement of the building bye-laws or any monetary claim under Legislation or regulations or otherwise;
  - (iii) any enforcement or stop notices under the Legislation or relevant regulations; or



- (iv) any orders served on the Borrower/s for the compulsory acquisition of the Mortgaged Properties by any authority or any notice for closing, demolition, clearance or requisition of the Mortgaged Properties.
- (e) No occasion has arisen whereby the Borrower/s is/are or will be prevented from dealing with its Mortgaged Property or whereby its right to deal with the mortgaged property is or are likely to be prejudicially or adversely affected.

*Taxation:* There are no subsisting and presently enforceable demands for tax liabilities including, but not limited to income tax, sales tax, customs duty, Service Taxes, Education Cess, excise duty or octroi materially affecting the Borrower/s.

**Article 7**  
**REMEDIES OF LICHFL**

If one or more of the events specified in “Events of Default” shall have happened, then LICHFL, by a written notice to the Borrower/s may declare that the Outstanding Amount payable by the Borrower/s shall become payable forthwith by the Borrower/s to LICHFL under or in terms of this Agreement and/or any other agreement/s, document/s subsisting between the Borrower/s and LICHFL, and upon such declaration the same shall become due and payable forthwith and the Security created in favor of LICHFL shall become enforceable and LICHFL shall also be entitled to the following:

**7.1 Events of Default**

- a) *Payment of Dues:* If default shall have occurred in payment of interest and/or Equated Monthly Installments and/or in payment of any other amounts due and payable to LICHFL within the term of the Loan and/or

in terms of any other Agreement/s document/s that may be subsisting or that may be executed between the Borrower/s and LICHFL.

- b) *Performance of Covenants:* If default shall have occurred in the performance of any other covenants, conditions, representations and/or warranties or agreements on the part of the Borrower/s under the Loan or any other agreement/s between the Borrower/s and LICHFL.
- c) *Supply of Misleading Information:* If any information given by the Borrower/s in the Loan Application or otherwise is found to be misleading or incorrect in any material respect or any warranty referred to in this Agreement is found to be incorrect.
- d) *Depreciation of Security:* If the Security for the LOAN depreciates in value to such an extent that in opinion of LICHFL further Security should be given and such Security is not given.
- e) *Sale or Disposal of Property:* If the Property or any part thereof is let out, given on leave or license, sold disposed of, charged, encumbered or otherwise alienated in any manner without the prior approval of LICHFL.
- f) *Attachment or Distraint of Property:* If an attachment or distraint is levied on the Property or any part thereof and/or recovery proceedings are taken or commenced for recovery of any dues from the Borrower/s.
- g) *Failure to furnish information/documents:* If the Borrower/s fails to furnish, any information/documents as, required by LICHFL.
- h) *Failure to inform event of default:* If the Borrower/s fails to inform, to LICHFL, the happening of any event of default or any event which after the notice, or lapse of time, or both, would become an event of default.

- i) *Non-payment/non-renewal of Cheque:* If a cheque in respect of any monthly payment is not paid on the date thereof or where any such cheque is not renewed before the date of its payment.
- j) *Non-delivery of Cheques:* If the Borrower/s fails to deliver PDC's in accordance with the terms of the Agreement or as and when demanded by the LICHFL.
- k) *Failure to deliver balance confirmation:* If the Borrower/s fails to sign and deliver to LICHFL the balance confirmation of Outstanding Amount as and when so required by LICHFL in the absence of any manifest error in calculation of such statement pointed out by the Borrower/s within 10 (ten) days after receiving the balance confirmation statement from LICHFL.
- l) *Security becoming unenforceable:* If any Security or guarantee of the Loan becomes unenforceable or infructuous or is challenged by the Borrower/s or any other person.
- m) *Cross Default:* If the Borrower/s makes the default under any credit facility, agreement or arrangement with LICHFL or its subsidiaries and affiliates or any other Bank/Financial Institution/Non Banking Financial Company/ Housing Finance Company and other Lender / Creditors and in respect of any credit facility, agreement or arrangement with the LICHFL or its subsidiaries and affiliates, and vice-versa.
- n) *Short Payment:* Where any payment made by the Borrower/s to LICHFL falls short of the payment required to be made by the Borrower/s with respect to the amount due from the Borrower/s to LICHFL.
- o) *Death of the Borrower/s:* In the event of death of Borrower.

- p) *Other Obligations:* The Borrower/s repudiates or fails to perform or comply with any other obligation expressed to be assumed by it under any of the Loan Agreement and such failure, if capable of remedy, is not remedied within thirty days after written notice has been served by LICHFL to the Borrower.
- q) *Execution or Distress:* Any execution, distress or legal process is levied against, or an encumbrancer takes possession of, the whole or any material part of the property mortgaged to LICHFL.
- r) *Non – receipt of title documents:* In the event the Borrower fails to handover the original title deeds/indenture of mortgage/reconveyance pertaining to the mortgaged property as stated herein, the same shall be construed as an event of default.
- s) *Repudiation:* The Borrower/s
- (a) repudiate/s any of the Loan Documents; or
  - (b) do/does or causes to be done any act or thing evidencing, in the opinion of LICHFL, an intention to repudiate any of the Loan Documents.
- t) *Validity and Admissibility:* At any time, any act, condition or thing required is not done, fulfilled or performed which is required to be done, fulfilled or performed in order (a) to enable the Borrower/s lawfully to enter into, exercise its rights under and perform the obligations expressed to be assumed by it in any of the Loan Documents, (b) to ensure that the obligations expressed to be assumed by the Borrower in any of the Loan Documents are legal, valid and binding, or (c) to make each of the Loan Documents admissible in evidence in India, as appropriate.
- u) *Illegality:* At any time it is or becomes unlawful for the Borrower/s to perform or comply with any or all of its respective obligations under any

of the Loan Documents or any of the respective obligations of the Borrower/s under any of the Loan Documents are not or cease to be legal, valid and binding.

- v) *Performance of Obligations:* Any event or circumstance arises which has or, in the reasonable opinion of LICHFL, may have a severe material adverse effect on the financial condition of the Borrower/s or the Borrower's ability to perform or otherwise comply with any of the obligations expressed to be assumed by the Borrower/s under the Loan Documents.
- w) *Acceleration:* Upon the occurrence of an Event of Default and same not remedied or rectified within 60 days or such time as may be permitted by the bank and whilst the same is continuing LICHFL will become entitled, by written notice to the Borrower/s, to declare that all amounts under the Loan including any interest to be immediately due and payable on demand.
- x) *Loan Due on Demand:* In case of event of default and the same not remedied the Lender becomes entitled to declare the Loan, along with any accrued interest and default interest, to be immediately due and payable on demand, then LICHFL may by the same written notice to the Borrower/s require repayment of the entire outstanding Loan monies and/ or remedy the breach complained of within sixty days of the Lender giving such notice. LICHFL may, at its discretion, withdraw any demand for such repayment conditionally or unconditionally without prejudice to any and all its rights and remedies under this Agreement or otherwise in law, including the right to serve such demand or demands in future.

7.2 In case of the Event of Defaults or in case of any of the events happening as stated hereinbefore, LICHFL would have the full rights to realize the Outstanding Amount by selling, disposing off the Security or any part thereof on such terms and for such price that the LICHFL thinks fit, and apply the net

proceeds towards the satisfaction of the Outstanding Amount under intimation to the Borrower/s.

- 7.3 **Insolvency:** If the Borrower/s commits an act of insolvency or if the Borrower/s is declared insolvent or bankrupt or if a liquidator, receiver or official assignee is appointed in respect of any property or estate of the Borrower/s or if the Borrower/s makes any application for declaring himself an insolvent or if an application for declaring the Borrower/s as insolvent/bankrupt is made or any order is passed by any competent authority for taking the Borrower/s into insolvency then in any of these events the entire Outstanding Amount shall become due and payable forthwith.
- 7.4 **Expenses of Preservation and of Collection:** The Borrower/s shall be liable to reimburse LICHFL all costs incurred by LICHFL/the Security trustee nominated by LICHFL after an event of default has occurred in connection with:
- (i) The preservation of the Security or the assets of Borrower/s including the Property and
  - (ii) The collection of amounts due under the Loan shall be charged to the Borrower/s and reimbursed by the Borrower/s as LICHFL shall specify.
- 7.5 **Issue of certificates:** LICHFL may issue any certificate as regards payment of any amounts paid by the Borrower/s to LICHFL in terms of this Agreement only if the Borrower/s has paid all amount due under the Agreement to LICHFL and the Borrower/s has complied with all the terms of this Agreement.
- 7.6 In the event of default LICHFL shall be entitled to communicate, in any manner it may deem fit, to or with any person with a view to receiving assistance of such person or persons in recovering the defaulted amounts. Also authorized representatives of LICHFL shall be entitled to visit the

property and/or any place of work of the Borrower/s. LICHFL will have an unqualified right to disclose or publish the details of the default and the name and photo of the Borrower/s as defaulters in such manner and through such medium as LICHFL in its absolute discretion, may think fit.

#### 7.7 **BORROWER'S INDEMNITIES:**

The Borrower/s shall indemnify LICHFL on demand against any funding or other cost, loss, expense or liability (including legal fees) reasonably sustained or incurred by LICHFL in respect of:

- (a) LICHFL preserving or attempting to preserve and/or enforcing or attempting to enforce any rights under any of the Loan Documents and/or the occurrence or continuance of any Event of Default or potential Event of Default;
- (b) losses flowing from any judgment or claim being payable in a currency different from that agreed hereunder; and
- (c) stamp, registration and similar taxes or charges which may be payable in connection with the entry into, performance or enforcement of any of the Loan Documents (including penalties for late payment).
- (d) process of collection of the title deeds/indenture of mortgage/reconveyance from \_\_\_\_\_ Bank/institution

#### **Article 8**

#### **WAIVER**

No delay in exercising or omission to exercise, any right, power or remedy accruing upon any default under the Loan or any other Agreement or document shall impair any such right, power or remedy nor shall be construed to be a waiver thereof or any acquiescence in such default; nor shall the action or inaction of LICHFL in respect of

any default or any acquiescence by it in any default affect or impair any right, power or remedy of LICHFL in respect of any other default.

**Article 9**

**EFFECTIVE DATE OF TERMS AND CONDITIONS**

This Agreement shall come in force from the date of signing of this Agreement and shall remain in force and effect until all the Outstanding Amount due and payable to LICHFL under the Loan as well as other agreements/ documents that may be subsisting/executed between the Borrower/s and LICHFL is fully paid.

**Article 10**

**Miscellaneous**

10.1 LICHFL may return the Security to either or any of the Borrower/s or their representatives, guarantors or person in possession of the property notwithstanding any contrary advice/intimation from either/any of the Borrowers at a later date. Any such return or release or handing over of the Security shall discharge LICHFL of any obligations in respect of the Security and none of the Borrower/s shall dispute or challenge the same.

**10.2 Place and Mode of Payment by the Borrower/s:**

- (a) All monies due and payable by the Borrower/s to LICHFL under or in terms of the Loan / Agreement shall be paid at the address mentioned in the Schedule hereto or at such other place or address as LICHFL may require or stipulate.
- (b) LICHFL shall apportion the monies credited to the account of the Borrower/s with its office as aforesaid towards repayment of Loan and Interest in accordance with this Agreement. Any amount deposited by



the Borrower/s before the date on which it is to be appropriated for repayment of any amount due to it shall be appropriated by LICHFL towards repayment of the amounts due only on its due date and no interest shall be paid for the unappropriated amount or for interim period till the dues are actually appropriated.

- (c) Notwithstanding anything to the contrary contained in this Agreement, or any other document or writing, LICHFL shall have the right to receive and to apply/adjust/appropriate any moneys that it may receive in connection with any insurance policy / ies or other instrument of Security wherein LICHFL is a sole payee / beneficiary / assignee against the amounts outstanding under Loan and, if applicable or necessary, vary the repayment/amortization schedule in any manner as it may deem fit, or cause the moneys received to be appropriated for repayment or payment of any amount due to it on the respective due dates.

- 10.3 **Annual Income Statement:** If LICHFL requires, the Borrower/s shall, provide to LICHFL, statement of his/their annual income. However, LICHFL shall have the right to require the Borrower/s to furnish such information/documents concerning his/their employment, trade, business or profession at any time and the Borrower/s shall furnish such information/documents immediately.
- 10.4 The Borrower/s shall permit inspection, of all books of accounts and other records maintained by him, by LICHFL in respect of the Loan to the persons authorized by LICHFL.
- 10.5 **Terminal Benefits:** The entire Outstanding Amount, shall be payable by the Borrower/s to LICHFL, if the Borrower/s opts for any scheme or accepts any offer from his employer providing any benefit on resigning or retiring from the employment prior to superannuation or upon the employer terminating his employment for any reason or upon the Borrower/s resigning or retiring from the service of the employer for any reason whatsoever. The outstanding dues

may be paid from the amount or amounts receivable by him from the employer under such scheme or offer or any terminal benefit as the case may be. Provided however in the event of the said amount or amounts being insufficient to repay the said sums to LICHFL in full, the unpaid amount remaining due to LICHFL shall be paid by the Borrower/s in such manner as LICHFL may in its sole discretion decide and the payment will be made by the Borrower/s accordingly. LICHFL is irrevocably authorized to communicate with and receive the said amounts from the employer of Borrower/s directly. The Borrower/s shall also authorize his employers to pay its terminations/retirement benefits direct to LICHFL and shall give discharge to his employers for the payment so made direct to LICHFL.

- 10.6 **Assignment:** LICHFL shall be entitled to sell, assign, securitize or transfer LICHFL's right and obligations under this Agreement and any Security in favor of LICHFL/ the Security trustee nominated by LICHFL (including all guarantee/s) to any person of LICHFL's choice in whole or in part and in such manner and on such terms and conditions as LICHFL may decide. Any such sale, assignment, securitization or transfer shall conclusively bind the Borrower/s and all other persons.
- 10.7 **Sharing of Information:** The Borrower/s hereby authorizes LICHFL or its subsidiaries / affiliates and their agents to exchange, share or part with all the information relating to the Borrowers' Loan details and repayment history, information and all information pertaining to and contained in this Agreement to affiliates / subsidiaries of LICHFL/ Banks / Financial Institutions / Credit Information Bureaus / Agencies / Statutory Bodies as may be required and undertakes not to hold affiliates / subsidiaries of LICHFL and their agents liable for use of the aforesaid information.
- 10.8 **Costs and Expenses:** The Borrower/s undertakes to pay, forthwith on demand to LICHFL/the Security trustee nominated by LICHFL all costs and expenses (including legal costs between legal counsel and clients) on a full indemnity basis incurred and/or to be incurred by LICHFL for investigation of title to the property offered as Security and for the preparation, execution,

preservation, performance, enforcement and realization of the Loan, security documents and other instruments creating and/or evidencing the creation of any Security. The Borrower/s shall further indemnify and keep indemnified LICHFL against all actions, suits, proceedings and all costs, charges, expenses, losses or damages which may be incurred or suffered by the Lender by reason of any false or misleading information given by the Borrower/s to LICHFL hereunder or any breach / default / contravention/ non-observance/ non-performance by the Borrower/s of any terms, conditions, undertakings, covenants, agreements and provisions herein.

- 10.9 Without prejudice to rights of LICHFL under Chapter XVII of the Negotiable Instrument Act. 1881 or their rights under this Agreement, the Borrower/s shall pay charges to LICHFL, as decided by LICHFL from time to time, in case of dishonor of the cheque or ECS mandate on the first and subsequent presentations. LICHFL shall have the right to debit the Borrower/s' account pending the recovery of the charges.
- 10.10 Any and all stamp duties, legislation fees or other taxes/levies, in respect of the Loan and/or in respect of the documents evidencing/concerning the Loan and/or any penalty/is that may be imposed, shall be borne and paid for only by the Borrower/s. If the Borrower/s fails to pay the same, LICHFL will make such payments, in which event such amounts paid by LICHFL will form part of the principal amount of the Loan disbursed.
- 10.11 **Service of Notice:** Any notice or request to be given or made by a party to the other shall be in writing. Such notice or request shall be deemed to have been duly received by the party to whom it is addressed if it is given or made at such address specified below or at such address as such party shall have designated by notice to the other party giving such notice or making such request:

**To the Borrower/s:**

The address as stated in the Loan Application or at the option of LICHFL at the Property address described in the Loan Application. The Notice shall be deemed to be received by the Borrower/s: - (i) if sent by post on the expiration of 3 days after the same shall have been delivered to the post office; (ii) if given by telegram, on the expiration of 24 hours after the telegram shall have been delivered to the telegraph office for transmission; and (iii)\_if delivered personally, when left at the address of the Borrower/s as aforesaid, and a certificate by an officer of LICHFL who sent such notice or communication that the same was so given or made shall be final and conclusive.

**To LICHFL**

When it shall have been actually received by the concerned office of LICHFL

**10.12 Change in address:** The Borrower/s shall keep LICHFL informed as regards any changes in his address for service of notice.

**10.13 Jurisdiction**

- (a) The Parties hereby agree that any legal action or proceedings arising out of this Agreement shall be brought in the courts or tribunals in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals.
- (b) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of this Agreement or affect such provision in any other jurisdiction.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates and places as mentioned in the Schedule hereinbelow.

**SCHEDULE**

Loan Application Number

1.	Place of Execution	
2.	Date of Execution.	
3	Name of the Borrower/s	
4	Address of the Borrower/s	
5	Area Office of LICHFL	
6	<b>Rate of Interest</b>	
	1. Floating /Fixed Rate of Interest	_____ % P.A. on a Floating Rate (LHPLR plus/minus margin) / Fixed Rate
	2. Special Concessional Rate of Interest	_____ % P.A. or as prevailing at the time of disbursement.
7.	Period of fixed Interest (In case of Fixed Interest)	
8.	Loan Amount	Rs.  (Indian Rupees )  <b>(IN FIGURES AND IN WORDS)</b>
9.	Details of the Property	
10.	Term (period of the loan)	
11.	EMI Date	
12.	Computation of Interest (Rest)	
13	Amortization	
14	Additional Interest	
15	Commitment Fees	(as applicable from time to time)
16	Prepayment Charges	
17	Period of disbursement to the Borrower/s	
18	Address of LICHFL where the	

	payment can be made by the Borrower/s	
--	--	--

SIGNED, SEALED AND DELIVERED    )  
by LIC Housing Finance Limited by the    )  
hand of its Authorised Signatory /        )  
Constituted Attorney Mr. \_\_\_\_\_ )  
In the presence of

1.

2.

Signed and Delivered by the                )  
withinnamed Borrower/s                    )  
  )  
in the presence of                                )

1.

2.

**DECLARATION FOR SIGNING IN VERNACULAR LANGUAGE / AFFIXING OF  
THUMB IMPRESSION**

I, \_\_\_\_\_, son/daughter of \_\_\_\_\_ adult  
inhabitant of \_\_\_\_\_ residing at \_\_\_\_\_  
\_\_\_\_\_, do hereby state and declare on solemn affirmation as  
under:

I have read out and explained the contents of the Agreement and all other  
documents incidental to availing the Loan from LICHFL to the Borrower/s i.e. Mr./Ms.  
\_\_\_\_\_ and he/she/they have understood the same and  
do hereby agree to abide by all the terms and conditions of the Loan and clauses of  
the same.

I declare that whatever I have stated hereinabove is true and correct to the best of  
my knowledge and belief.

Solemnly affirmed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed

Name: \_\_\_\_\_

Relation to Applicant: \_\_\_\_\_

Signature of Applicant/ Co-applicant  
signing in Vernacular Language /  
Affixing of thumb impression

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

(Not to be attested)

=====  
DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_  
=====

LIC HOUSING FINANCE LIMITED

AND

\_\_\_\_\_

**LOAN AGREEMENT**



Stamp Duty of Rs. 100/- as per the  
Bombay Stamp Act, 1958 and for other states the relevant stamp Act may be  
referred to.

**IRREVOCABLE POWER OF ATTORNEY**

TO ALL TO WHOM THESE PRESENTS SHALL COME, I / We: -

1. \_\_\_\_\_ aged \_\_\_\_\_ yrs, residing at \_\_\_\_\_

\_\_\_\_\_;

2. \_\_\_\_\_ aged \_\_\_\_\_ yrs, residing at \_\_\_\_\_

\_\_\_\_\_;

SEND GREETINGS:

**WHEREAS:**

- I / We are absolutely seized and well possessed of the premises being the residential/commercial - plot / house / flat situated at \_\_\_\_\_, hereinafter referred to as the **"said premises"** more particularly described in the schedule hereunder written.
- I/ We had availed a loan of Rs. \_\_\_\_\_ from \_\_\_\_\_ Bank/institution for \_\_\_\_\_ (purpose) and for securing the repayment of the said loan I/we have created a mortgage of the said premises (hereinafter referred to as **"the mortgaged property"**) in favour of the said \_\_\_\_\_ Bank/institution by a deposit of the title deeds/by-executing indenture of mortgage/registered mortgage. The said mortgage was valid, subsisting, binding and enforceable and is the only mortgage subsisting in respect of the mortgaged property. The said mortgaged property is free from all encumbrances apart from the present mortgage.

LICHFL  
GRIHA PRAKASH/TO

- I/We desire to avail a loan from LIC Housing Finance Limited (hereinafter referred to as “**LICHFL**”) for the purpose of repayment of the aforesaid loan together with interest, costs and other charges to the said \_\_\_\_\_ Bank/Institution and also for the purpose described in the loan Sanction Letter dated \_\_\_\_\_. For the purpose of securing repayment of the said loan of LICHFL, I/We have agreed to create mortgage of the said mortgaged property in favour of LICHFL.
- By a Letter of Sanction dated \_\_\_\_\_ issued by LICHFL and duly accepted by me/us and on the terms and conditions contained in the Loan Agreement dated \_\_\_\_\_ LICHFL has granted me/us the loan for the sum of \_\_\_\_\_ for a period of \_\_\_\_\_ for the purpose mentioned therein and on the terms and conditions contained in the said Loan Agreement against the security of the said mortgaged property mentioned aforesaid (described in Schedule).
- At my/our request, LICHFL has issued a cheque in favour of \_\_\_\_\_ (Bank/institution) for the amount of \_\_\_\_\_ in respect of my Loan Account No. \_\_\_\_\_ to clear my/our outstanding amount inclusive of interest, costs and other charges with \_\_\_\_\_ (Bank/institution).
- One of the conditions stipulated in the said Letter of Sanction and contained in the Loan Agreement was execution of an irrevocable Power of Attorney to create a charge on the said mortgaged property on my / our behalf in the form and in the manner as provided by LICHFL.
- In consideration of I/We having taken a loan for sum of Rs. \_\_\_\_\_ from LICHFL and in fulfilment of the conditions stipulated in the Letter of Sanction dated \_\_\_\_\_ and the Loan Agreement dated \_\_\_\_\_ for the purpose of inter alia obtaining the title deeds/transfer of indenture of mortgage/reconveyance, creation of mortgage in favour of LICHFL I/we am/are desirous of appointing LICHFL acting through any of its directors or employees or officers or any representatives or agents as my/our constituted

attorney to do and execute the following acts, deeds and things in order to create a valid charge over the said property and for other purposes as mentioned hereunder.

**NOW KNOW YE ALL AND THESE PRESENT WITNESSETH** that I/we the above named do hereby irrevocably nominate, constitute and appoint LICHFL (hereinafter referred to as "**the Attorney**"), acting through any of its directors or employees or officers, to be my/our true and lawful attorney for me/us, in my/our name and on my/our behalf and at my/our cost and risk to from time to time do, execute and perform all or any of the following acts, deeds, matters and things , that is to say:

- To attend the office of \_\_\_\_\_ (Bank/institution) situated at \_\_\_\_\_ and to demand for the title deeds, indenture of mortgage, reconveyance and other documents more particularly described in the schedule hereunder written being the mortgaged security created in favour of the Bank/institution for securing the repayment of the amount outstanding in Loan Account No. \_\_\_\_\_.
- To execute writings, receipts and/or any documents in favour of \_\_\_\_\_ Bank/institution which are considered necessary and/or as may be required for fully and effectually obtaining the said documents of the said mortgaged property.
- To possess and hold the said documents more particularly described in the schedule hereunder written in respect of the mortgaged property till the repayment of entire loan together with interest, costs, charges availed by me/us from LICHFL.
- To create and execute mortgage (in the form and on terms and conditions to be determined by "the Attorney" in its sole discretion) including Indenture of Mortgage / Mortgage by Deposit of Title Deeds over and in respect of the said premises (or any part thereof) in favour of "the Attorney" and /or any assigns / nominee of "the Attorney".

- To make, record, execute, sign, seal and deliver and cause to be registered in favour of "the Attorney" at my/our cost, risk and expense (including cost and expense of all stamp duties, registration, fees and taxes) in all respects,
  - One or more indenture (s) of mortgage or memorandum of deposit of title deeds in respect of the said premises containing such terms, conditions and covenants as the Attorney may consider desirable and/or deem necessary or expedient: and to finalise and execute the mortgage deed / record the mortgage by deposit of title deeds containing such covenants, conditions, provisions and stipulations as the Attorney may in its sole discretions deem fit.
  - Such other and further deeds, declarations, documents and writings whatsoever as may be required by the Attorney in respect of the said premises.
- To apply for and obtain the necessary certificate(s) and permissions under Section 281(1) and/or any other provisions of the Income Tax Act, 1961 and/or under the Urban Land (Ceiling & Regulation) Act, or writings that may be necessary for registration of the said deed(s) /mortgage and all other deeds documents and writings and for the above purpose to make and sign any application, declarations and other writing as may be required and to appear for and on behalf of me/us before the concerned authorities and pay and discharge all sums and liabilities if any, and reimburse to itself all such sums so paid from my/our account with interest.
- To sign and file any applications, statements, documents and other papers as the Attorney may think fit and/or may be required under the provisions of any law and in particular, to apply for and obtain necessary permissions and consents of the Government, Semi- Government and/or any Statutory Authorities and/or any co-operative society, company or other association of flat owners as may be necessary for creation of such mortgage and/or execution and registration of the said indenture of mortgage and for the above

purpose to appoint any nominee/agent to appear for me/us and my/our behalf before Government and/or the Statutory Authority and/or other authorities and to incur on my/our behalf all costs, charges and expenses in that behalf as also to engage solicitors, advocates, architects, valuers and other persons concerned for purpose and to pay any such sum as may be payable in that behalf and claim the same amount with interest from me/us.

- To appear before the Registrar and-Sub-Registrar of Assurances in any District or Sub-District appointed to register documents under the law applicable thereto for the time being in force for the registration of documents and to present for registration the deed(s) and documents(s) executed by virtue of these presents and so to admit execution thereof and to do or cause to be done all such acts, deeds, matters and things as may be necessary or proper for the effectual completion and registration of the said deed(s) or mortgage and all other deed(s) and documents so executed in the land registry, collector and other revenue authorities as well as the Registrar of Companies or otherwise howsoever.
- To commence, prosecute, enforce, defend, answer, oppose, appear, accept service of any writs of summons or processes in my person or represent in all actions, suits and legal and other proceedings and demands whatsoever whether civil, criminal, arbitration, political or administrative including any matters or proceedings before the income tax authorities or any local authorities or officers of the Government or any public servants or any other person or persons of or relating to or touching any matters and things whatsoever (including without prejudice to the generality of the foregoing provisions and in particular all or any of the matters and things contained in these presents) in respect of the said mortgaged property.
- To sign, verify, declare and affirm, swear and file in or for the purposes of any of such actions, suits and proceedings as aforesaid all such complaints, written statements, affidavits, petitions, applications, appeals, as my Attorneys shall think fit and if thought fit by my/our said Attorneys to compromise, settle, refer to arbitration, abandon to judgment and execution or become non-suited in all

or any of such actions, suits and proceedings AND to enforce by execution, attachment, distress, suit or otherwise any decree orders or awards in favour of myself/us (either solely or jointly with any other person or persons) and to defend or resist any such processes which may be issued or used against me/us in any other actions, suits and proceedings as aforesaid.

- To engage, employ or retain Advocates and to obtain legal advice and assistance in relation to any matter or matters to which the powers hereby conferred may relate and to sign and give warrants, vakalatnamas and other authorities to them or any of them in respect of and/or in relation to or touching any of the matters and things contained in these presents including any of such actions, suits and proceedings as aforesaid and such retainers, employments, instructions, warrants, vakalatnamas and authorities from time to time at pleasure to revoke.
- To sign and submit returns, memorandum of appeals and other statements and papers and otherwise to act in connection with Income-tax, Sales-tax, wealth-tax and all other tax matters related to the said mortgaged property and to appear before the proper authorities appointed under the Income-tax Act, the Bombay Sales-tax Act, the wealth-tax Act and other Acts and to represent me/us before the concerned authorities in connection said mortgaged property and for any of the aforesaid purposes to engage and remunerate auditors, accountants, solicitors, advocates or other advisers.
- To execute all deeds, declarations, documents, agreements, instruments, and to do all such acts, deeds, matters, and things, including making application and correspond with co-operative housing society or company or other association when formed and registered and all other concerned authorities including the Registrar and other officers under the relevant provisions of the concerned Co-operative Societies Act or Companies Act 1956 or other law as may be applicable for obtaining consents, permissions, approvals, no objection certificate for mortgage of the said premises, under statute or law or as may be necessary;

- To insure the said mortgaged property from/against all risks and liabilities;
- To pay all taxes, charges, deductions and other dues in relation to the said mortgaged property, including but not being limited to the dues of any society, company or other association and/or any statutory authority concerning the said mortgaged property;
- To acquire, purchase and deal with the said mortgaged property for such price or prices or consideration and in such manner and upon such terms and conditions as my said Attorneys shall think fit AND also to enter into and/or sign and/or submit all contracts, engagements, transactions, correspondence, assurances, documents and applications with the concerned person including but not limited to the Builder of the said mortgaged property or Co-operative Society for the said purposes or any of them and/or in respect of and/or in relation to or touching any of the matters and things contained in these presents.
- On or at the time of completion of the purchase of the said mortgaged property, to execute the Deed of Conveyance/Sale Deed/Indenture/Deed of Assignment in my/our favour.
- To pay the sale price payable under the said agreement and to obtain a valid receipt for the same.
- To execute the necessary writing, documents, papers for transferring the said property to the name of the concerned person including but not limited to the Builder of the said mortgaged property or Co – operative Society in the records of the Concerned Authority and in the Revenue records of the Government.
- To execute any other documents incidental to the Deed of Conveyance/Sale Deed/Indenture /Deed of Assignment if the same is required in the opinion of my/our Attorney.

- To lodge and present for registration the Deed of Conveyance/Sale Deed/Indenture/ Deed of Assignment with the Registrar/Sub-Registrar of Assurances to admit execution thereof and to do all other acts, deeds and things to effect the proper lodgement, presentation, admission and the ultimate registration of the said Deed of Conveyance/Sale Deed/Indenture/Deed of Assignment.

AND GENERALLY to do or execute cause to be done or executed every other act, deed, declarations, writing, matter or thing which the Attorney may deem necessary or expedient for the purpose of or in relation to the powers conferred under this Power of Attorney and/or for the effectual creation and registration of the said mortgage in favour of the Attorney, as fully and effectually as if I/We had / have done, executed and performed the same myself/ourselves.

AND I/We do hereby authorize and empower the Attorney to appoint any person or persons as its substitute or substitutes to exercise, execute and carry out all the powers, acts, deeds and things which the Attorney itself is hereby authorized and empowered to exercise, execute and carry out and to remove any such substitute or substitutes and appoint another in his, her to their place or places from time to time.

I/WE HEREBY AGREE that all costs, expenses and charges borne by my/our said Attorney shall be reimbursed by me/us to the said Attorney for performing all the aforesaid acts as and when demanded by my/our Attorney.

I/WE HEREBY AGREE that all acts, deeds and things lawfully done by my/our Attorney shall be construed as acts, deeds and things done by me/us and I/We agree to ratify and confirm whatever my/our Attorney shall lawfully do by virtue of the powers hereby given.

AND I/We hereby confirm that this Power Of Attorney executed in favour of the Attorney is irrevocable and that I/We shall not myself/ourselves or through any other attorney (other than the Attorney appointed hereunder) do any act, deed or thing which the Attorney is authorized to do hereunder if such act, deed or thing would be



prejudicial to the Attorney's interest; and any such act, deed or thing done by me/us in contravention of the provisions of this clause shall be void and ineffective and shall be subservient to and overridden by the provisions of this Power of Attorney and the acts, deeds and things done by the Attorney pursuant hereto.

IN WITNESS WHEREOF I/We, \_\_\_\_\_, have executed this Power of Attorney at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_.

THE SCHEDULE AS REFERRED ABOVE

**(Full Description of the Property)**

SIGNED AND DELIVERED by the )  
withinnamed \_\_\_\_\_ )  
in the presence of : )

**Left hand thumb impression**

**PHOTOGRAPH**

-----

**Left hand thumb impression**

**PHOTOGRAPH**

The said Attorney will sign as follows: -  
I Accept;

( \_\_\_\_\_ )  
(Specimen signature of the said  
Attorney and seal of LICHFL)

Witnesses:

- \_\_\_\_\_
- \_\_\_\_\_

Place:  
Date:

**DECLARATION FOR SIGNING IN VERNACULAR LANGUAGE / AFFIXING OF  
THUMB IMPRESSION**

I, \_\_\_\_\_, son/daughter of \_\_\_\_\_ adult  
inhabitant of \_\_\_\_\_ residing at \_\_\_\_\_  
\_\_\_\_\_, do hereby state and declare on solemn affirmation as  
under:

I have read out and explained the contents of the Irrevocable Power of Attorney and  
all other documents incidental to availing the Loan from LICHFL to the Borrower i.e.  
Mr./Ms. \_\_\_\_\_ and he/she/they have understood the  
same and do hereby agree to abide by all the terms and conditions of the Loan and  
clauses of the same.

I declare that whatever I have stated hereinabove is true and correct to the best of  
my knowledge and belief.

Solemnly affirmed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed

Name: \_\_\_\_\_

Relation to Applicant: \_\_\_\_\_

Signature of Applicant/ Co-applicant  
signing in Vernacular Language /  
Affixing of thumb impression

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

(Not to be attested)

LICHFL  
GRIHA PRAKASH/TO

=====

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_

=====

\_\_\_\_\_

TO

LIC HOUSING FINANCE LIMITED

**IRREVOCABLE POWER OF ATTORNEY**

Stamp Duty of Rs. 300/- as per the  
Bombay Stamp Act, 1958 and for other states the relevant stamp Act may be  
referred to.

**DECLARATION CUM UNDERTAKING CUM INDEMNITY**

I/We \_\_\_\_\_ of \_\_\_\_\_ Indian Inhabitant residing at  
\_\_\_\_\_ do hereby solemnly declare and say as follows:

- I / We are absolutely seized and well possessed of the premises being the residential/commercial-plot / house / flat situated at \_\_\_\_\_, hereinafter referred to as the **“said premises”** more particularly described in the schedule hereunder written.
- I/We had availed a loan of Rs. \_\_\_\_\_ from \_\_\_\_\_ Bank/Institution for \_\_\_\_\_ (purpose) and for securing the repayment of the said loan we created a mortgage of the said premises (hereinafter referred to as **“said premises” more particularly described in the schedule hereunder written**) in favour of the said \_\_\_\_\_ (Bank/Institution) by a deposit of the title deeds/by-executing indenture of mortgage/registered mortgage. The said mortgage was valid, subsisting, binding and enforceable and is the only mortgage subsisting in respect of the mortgaged property. The said mortgaged property is free from all encumbrances apart from the present mortgage.
- I/We desire to avail a loan from LIC Housing Finance Limited (hereinafter referred to as **“LICHFL”**) for the purpose of repayment of the aforesaid loan together with interest, costs and other charges to the said \_\_\_\_\_ Bank/Institution and also for the purpose described in the loan sanction letter dated \_\_\_\_\_. For the purpose of securing repayment of the said loan of

LICHFL  
GRIHA PRAKASH/TO

LICHFL, I/We have agreed to create mortgage of the said mortgaged property in favour of LICHFL.

- By a Letter of Sanction dated \_\_\_\_\_ issued by LICHFL and duly accepted by me/us and on the terms and conditions contained in the Loan Agreement dated \_\_\_\_\_ LICHFL has granted me/us the loan for the sum of \_\_\_\_\_ for a period of \_\_\_\_\_ for the purpose mentioned therein and on the terms and conditions contained in the said Loan Agreement against the security of the said mortgaged property mentioned aforesaid (described in Schedule).
- One of the conditions stipulated in the said Letter of Sanction and contained in the Loan Agreement was execution of an irrevocable Power of Attorney for the purpose of obtaining the title deeds/transfer of indenture of mortgage/reconveyance (hereinafter referred to as **“the said documents”**) and for creation of mortgage on my / our behalf in the form and in the manner as provided by LICHFL. Pursuant thereto, on \_\_\_\_\_, I/We executed an irrevocable Power of Attorney in favour of LICHFL for the purpose mentioned hereinabove.
- At my/our request, LICHFL has issued a cheque in favour of \_\_\_\_\_ (Bank/institution) for the amount of \_\_\_\_\_ in respect of my Loan Account No. \_\_\_\_\_ to clear my/our outstanding amount inclusive of interest, costs and other charges with \_\_\_\_\_ (Bank/institution).
- I/We declare and confirm that the dues of \_\_\_\_\_ (Bank/institution) being fully settled, I/we are entitled to withdraw the said documents in respect of the said mortgaged property from them so as to enable LICHFL to create a mortgage of the said mortgaged property in its favour.
- I/We hereby agree and undertake to obtain the said documents from \_\_\_\_\_ (Bank/institution) within a period of \_\_\_\_ days from the execution

LICHFL  
GRIHA PRAKASH/TO

of these presents; failing which LICHFL shall be entitled to obtain the said documents from \_\_\_\_\_ (Bank/institution) in pursuance of the power granted to them under the Power of Attorney dated \_\_\_\_\_.

- I/We agree and undertake that all the cheques/ECS issued by me/us for any purpose whatsoever relating to this transaction shall be honoured on the presentation by LICHFL.
- I/We further agree and covenant with LICHFL that I/we will at all times indemnify and keep indemnified and hold harmless LICHFL from loss or losses, claims, damages, costs, charges and expenses which may be suffered or incurred by LICHFL in view of this transaction.
- I/We hereby declare and confirm that we have executed an irrevocable Power of Attorney in favour of LICHFL for collection of the said documents and LICHFL is at liberty to collect the said documents from \_\_\_\_\_ (Bank/institution) to secure the repayment of its' loan even in the event of adverse circumstances taking place against me/us.
- I/We hereby declare that what is stated by me/us in the foregoing paragraphs is absolutely true and stated conscientiously.

Solemnly declared at \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_. )

Declarant

Before me

**Schedule**

Full description of the property

Bounded by

East:

West:

North:

West:



LICHFL  
GRIHA PRAKASH/TO

=====

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_

=====

\_\_\_\_\_  
TO

LIC HOUSING FINANCE LIMITED

**DECLARATION CUM UNDERTAKING  
CUM INDEMNITY**

**Stamp Duty of Rs. 200/- as per the  
Bombay Stamp Act, 1958 and for other states the relevant stamp Act may be  
referred to.**

**DECLARATION CUM UNDERTAKING**

I/We \_\_\_\_\_ of \_\_\_\_\_ Indian Inhabitant residing at  
\_\_\_\_\_ do hereby solemnly declare and say as follows:

- I / We are absolutely seized and well possessed of the premises being the residential/commercial plot / house / flat situated at \_\_\_\_\_  
\_\_\_\_\_,  
hereinafter referred to as the **“said premises”** more particularly described in the schedule hereunder written.
- I/We had availed a loan of Rs. \_\_\_\_\_ from \_\_\_\_\_ Bank/Institution for \_\_\_\_\_ (purpose) and for securing the repayment of the said loan we created a mortgage of the said premises (hereinafter referred to as **“the mortgaged property”**) in favour of the said \_\_\_\_\_ Bank/Institution by a deposit of the title deeds/by-executing indenture of mortgage/registered mortgage. The said mortgage was valid, subsisting, binding and enforceable and is the only mortgage subsisting in respect of the mortgaged property. The said mortgaged property is free from all encumbrances apart from the present mortgage.
- I/We desire to avail a loan from LIC Housing Finance Limited (hereinafter referred to as **“LICHFL”**) for the purpose of repayment of the aforesaid loan together with interest, costs and other charges to the said \_\_\_\_\_ Bank/Institution and also for the purpose described in the loan sanction letter dated \_\_\_\_\_. For the purpose of securing repayment of the said loan of LICHFL, I/We have agreed to create mortgage of the said mortgaged property in favour of LICHFL.

LICHFL  
GRIHA PRAKASH/TO

- By a Letter of Sanction dated \_\_\_\_\_ issued by LICHFL and duly accepted by me/us and on the terms and conditions contained in the Loan Agreement dated \_\_\_\_\_ LICHFL has granted me/us the loan for the sum of \_\_\_\_\_ for a period of \_\_\_\_\_ for the purpose mentioned therein and on the terms and conditions contained in the said Loan Agreement against the security of the said mortgaged property mentioned aforesaid (described in Schedule).
- At my/our request, LICHFL has issued a cheque in favour of \_\_\_\_\_ (Bank/institution) for the amount of \_\_\_\_\_ in respect of my Loan Account No. \_\_\_\_\_ to clear my/our outstanding amount inclusive of interest, costs and other charges with \_\_\_\_\_ (Bank/institution).
- One of the conditions stipulated in the said Letter of Sanction and contained in the Loans Agreement is that we have to collect all the documents for creation of mortgage from \_\_\_\_\_ Bank/Institution with an intent to create a security for the aforesaid loan in favour of LICHFL.
- In view of the terms agreed by me/us, I/ We have issued various cheques in favour of LICHFL for the full amount of the loan acquired by me/us being Rs. \_\_\_\_\_ as acknowledgment of our liability towards LICHFL (hereinafter referred to as **“the said cheques”**).
- I/We declare and confirm that in the event the said documents cannot be retrieved from \_\_\_\_\_ Bank/institution either by me/us and/or LICHFL on account of any reasons whatsoever, LICHFL shall have rights and powers to use any and all measures to foreclose my Loan Account No. \_\_\_\_\_ and to deposit the cheques mentioned above for repayment of the loan amount together with interest, costs and other charges.
- I/We agree and undertake that if LICHFL deposits the said cheques/ECS in view of the breach committed by me/us for creation of mortgage in their favour, the same shall be honoured by me/us on presentation.

- I/We hereby declare that what is stated by me/us in the foregoing paragraphs is absolutely true and stated conscientiously.

Solemnly declared at \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_ )

Before me

Declarant

**Schedule**

(Full description of the property)

Bounded by :

East:

West:

North:

South:

LICHFL  
GRIHA PRAKASH/TO

=====

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_

=====

\_\_\_\_\_  
TO

LIC HOUSING FINANCE LIMITED

**DECLARATION CUM UNDERTAKING**

To,  
The Branch Manger

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Address of Bank/Institution)

Dear Sir,

Re: Loan of Rs. \_\_\_\_\_ of Mr. /Ms. \_\_\_\_\_  
-----

We refer to the Loan Account No. \_\_\_\_\_ of Mr/Ms. \_\_\_\_\_. We have to inform you that Mr/Ms. \_\_\_\_\_ have approached us and informed that they had availed a loan of Rs. \_\_\_\_\_ from your Bank/institution for the purpose of construction/acquisition/modification/ alteration of residential/commercial property. The aforesaid persons have also informed us that the said loan has been disbursed in their favour under Loan A/c No. \_\_\_\_\_ by your Bank/institution. For the purpose of securing the said loan the aforesaid persons have created a mortgage of their property being \_\_\_\_\_ (hereinafter referred to as **"the said security"**). The aforesaid persons have informed that the said mortgage is valid, subsisting, binding and enforceable. The said mortgaged property is free from all encumbrances apart from the present mortgage.

The aforesaid loan has been disbursed against the aforesaid property under the Loan Account No. \_\_\_\_\_ by your Bank/institution to the aforesaid persons.

Mr./Ms \_\_\_\_\_ has approached LICHFL with a request to sanction a loan of Rs. \_\_\_\_\_ for the purpose of repayment of aforesaid loan together with interest, costs and all other charges against the said security.

We have to inform you that vide our Sanction Letter dated \_\_\_\_\_ we have agreed to make payment on their behalf of the amount of Rs. \_\_\_\_\_ (inclusive of interest, costs and all charges) presently outstanding in the Loan Account No. \_\_\_\_\_.

LICHFL  
GRIHA PRAKASH/TO

The aforesaid payment is made to you on the explicit condition that you will handover immediately all the title deeds mentioned in your list of documents alongwith mortgage deed/reconveyance deed pertaining to the said security either to Mr./Ms. \_\_\_\_\_ or to our official(s) representative(s) duly authorised by Ms/Mr. \_\_\_\_\_ in the event Mr./Ms. \_\_\_\_\_ is incapacitated and/or is unable to collect the documents mentioned herein for any reason whatsoever and release and discharge the aforesaid security in LICHFL favour.

We enclose herewith Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ for the amount of \_\_\_\_\_ clearing all your dues and charges in respect of the Loan Account No. \_\_\_\_\_ presently existing with you.

We request you to issue your No Dues Certificate in respect of the Loan Account No. \_\_\_\_\_ for the said security.

We further request you to acknowledge and confirm the contents of this letter.

Yours faithfully,

We confirm

Authorised Signatory  
(LIC Housing Finance Ltd.)

Authorised Signatory  
(Bank/Institution)

Date:

Place: