



RETAIL ASSETS CENTRE

_____ (Place)

HOME LOAN AGREEMENT

NAME OF APPLICANT: _____

LOAN ACCOUNT NO: _____

PROPERTY ADDRESS: _____

AMOUNT SANCTIONED	
RATE OF INTEREST	
TENURE	
EMI	
MODE OF REPAYMENT	PDC / SI / ECS

INDEX

Standard Documents					
Particulars	Details	To be executed for	To be stamped	To be Notarized	Page No.
Home loan agreement with schedule	An agreement executed between the Bank & the Borrower where the Borrower has requested a loan facility from the Bank & A schedule consisting of all the Loan and property related details.	All cases	Yes	No	1-10
List of documents	Documents submitted by the Borrower	All cases	No	No	11-11
Standing instruction	For making the repayment through Axis Bank account	All cases	No	No	12-12
PDC Covering letter	Record of PDCs submitted	All cases	No	No	13-13
Disbursement request form	Customer request for disbursement	All cases	No	No	14-14

Legal Documents					
Particulars	Details	To be executed for	To be stamped	To be Notarized	Page No.
Power of Attorney	A POA entitling the Bank to exercise various powers as mentioned in the document including creation of EM.	Properties falling in Delhi NCR region	Yes	Yes	15-16
Indenture of Guarantee	An agreement to be executed in case of a Guarantee	Guarantor	Yes	No	17-20
Affidavit (On Non-Judicial Stamp Paper of appropriate value)	To ensure the there is no violation of sanction plan & the construction is strictly as per the sanction plan & to obtain a completion certificate within 3 months of completion of construction.	Under construction properties	Yes	Yes	21-22
Affidavit cum Undertaking (On Non-Judicial Stamp Paper of appropriate value)	To ensure that the built up property is constructed as per sanction plan and/or building bye-laws & has a completion certificate also.	Ready/built up properties	Yes	Yes	23-24
Affidavit	To ensure that the borrower starts the construction within 1 year from date of purchase of plot.	Plot plus Construction	Yes	Yes	25-26
Indemnity Bond (On a non-judicial stamp paper of Rs. 100/-, duly notarized)	For the borrower ensuring that his liability/ obligation to pay under the Loan Agreement is absolute, unconditional and independent of any issue/ dispute between the Borrower and the Builder	Under construction properties	Yes	Yes	27-28
Power of Attorney	A POA entitling the Bank to exercise various powers as mentioned in the document for Balance Transfer cases	Balance Transfer cases	Yes	Yes	29-30
Undertaking	From the Borrower to hand over the title documents for Balance Transfer cases	Balance Transfer cases	Yes	No	31-32

HOME LOAN AGREEMENT

THIS AGREEMENT IS MADE at the place & date mentioned in the schedule attached hereto between borrower(s) whose name(s) is/are mentioned in the schedule attached hereto of ONE PART and the AXIS Bank Ltd., a body corporate, incorporated under the Companies Act, 1956 and having its Registered Office and Central Office at Ahmedabad and Mumbai respectively through its branch at the place as mentioned in the Schedule (hereinafter called the "Bank") of the Second Part. The expressions "Borrower" and the "Bank", unless repugnant to the context, shall include their respective heirs, representatives, successors, executors, administrators and assigns. Whereas the Borrower(s) has / have requested AXIS Bank Ltd. to provide him / them / it such loan facility.

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS

1. Definitions and Interpretation

1.1 In this Agreement, the following capitalized words shall have the following meanings:

"Agreement" means the Home Loan Agreement

"Bank" means AXIS Bank Ltd., a Company incorporated under The Companies Act, 1956 and a Banking Company within the meaning of the Banking Regulation act, 1949 and having its registered office at "TRISHUL", Law Garden, Ellise Bridge, Ahmedabad - 380 006 acting in these presents through its branch at the place as mentioned in the Schedule and include its successors and assigns.

"Borrower" means one or more individual(s), a sole proprietary firm, a partnership firm or a limited company whose name(s) and address(s) is/are stated in the Schedule executing this agreement as borrower(s) and

1. In case when the Borrower is one or more individual(s) each one being deemed to have made this Agreement individually and in case of more than one, all of them having agreed to liabilities hereunder jointly and severally and the term "Borrower" shall include his/her/their respective heirs, executors, administrators and legal representatives and permitted assigns.
2. In case of the Borrower is a sole proprietary firm, the person whose name appears as a Sole Proprietor and the term Borrower shall include his/her/their heirs, executors, administrators and legal representatives and permitted assigns.
3. In case the Borrower is a partnership firm, the persons whose names are mentioned in the Schedule hereto conducting their activities in partnership in the name and the style as mentioned in the Schedule. The said firm together with its partners in their individual capacities hereinafter referred to collectively as the 'Borrower' and shall include them and survivors or survivor of them or partners or partner for the time being thereof and his/her/their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.
4. In case the Borrower is a limited company the term Borrower shall include its successors, administrators and permitted assigns.

"Branch" means the branch of the Bank at the place mentioned in the Schedule and where the Home Loan is disbursed and shall include any other branch where the Home Loan account is maintained or transferred to any time at the sole discretion of the Bank.

"EMI" or **"Equated Monthly Installment"** shall mean the amount payable every month by the Borrower to the Bank comprising of interest, or as the case may be, principal and interest.

"Home Loan" means the loans granted by the Bank in terms of this Agreement as follows:

- (i) Home Loan for purchase / construction / purchase and construction / improvement of a residential property / taking over the existing loan of the Borrower from any other lender;
- (ii) Additional Home Loan for Improvement.

The expression "Home Loan" in both the above cases shall also mean to include the principal amount of loan and all dues outstanding there under if the context so requires.

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1. Borrower

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2. Borrower

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3. Borrower

"Improvement" includes construction, modification, renovation, maintenance or any act for the i) upkeep, ii) maintenance and iii) enhancement of the utility of the Property.

"Interest Rate" means the rate at which the Bank shall compute and apply interest on the Home Loan, as stated in the Schedule or as may be amended from time to time by the Bank and conveyed to the Borrower vide letter to that effect, which letter/s shall form an integral part of the original sanction letter dated _____ and this loan agreement and shall always be read in conjunction with the same.

"Default Interest Rate" means the rate at which the Bank shall compute and apply interest on all amounts not paid when due for payment (or reimbursement) by the Borrower to the Bank, as stated in the Schedule or as may be amended from time to time by the Bank.

"Parties" means the Bank and the Borrower referred to collectively.

"Property" means a real estate property (including a plot of land with or without construction thereon or a flat in a building):

- i) for the purchase/Improvement/purchase and Improvement of which and/or
- ii) to refinance (i.e. take over of) the loan, availed of earlier by the Borrower from any person other than the Bank, for the purchase/Improvement/purchase and Improvement of which and/or
- iii) against the security of which: the Home loan is granted by the Bank in terms of this Agreement.

Property shall include the improvements made or occurred to it whether or not by utilizing the Home Loan proceeds and also all benefits arising out of the Property.

"Schedule" means the schedule of this Agreement.

- 1.2 In this Agreement, singular shall include plural and the masculine gender the feminine or neutral gender.
- 1.3 Any expression not defined herein shall, if defined under General Clauses Act, 1897 shall carry the same meaning as assigned to it under the said Act.
- 1.4 The arrangement of clauses in this Agreement shall have no bearing on their interpretation.

2. Bank's agreement to lend and Borrower's agreement to borrow

- 2.1 The Bank agrees, based on the Borrower's Request, Representations, Warranties, Covenants and Undertakings as contained herein and in the application for Home Loan and other documents executed or tendered by the Borrower in relation to the Home Loan, to lend to the Borrower and the Borrower agrees to borrow from the Bank, the Home Loan on the terms and conditions as fully contained in this Agreement and the Schedule.
- 2.2 The relationship between the Bank and the Borrower as lender and borrower shall commence from the date of this Agreement and subsist until all monies due and payable by the Borrower to the Bank under this Agreement and in all other documents pursuant hereto shall have been fully paid to and received by the Bank.

3. Fees, Charges, Costs and Claims

- 3.1 The Home Loan shall bear Service Charges and any other fees as mentioned in the Schedule, which the Borrower agrees to reimburse to the Bank separately.
- 3.2 The Bank shall be entitled to recover from the Borrower Prepayment Charges at the rate mentioned in the Schedule on the amount of Home Loan, repaid by the Borrower ahead of the Repayment Terms as mentioned in the Schedule.
- 3.3 The Bank shall also be entitled to recover from the Borrower any other charges or costs incurred or claims suffered by the Bank in connection with the Home Loan, including on account of execution and stamping of this Agreement and any other documentation or security creation pursuant to this Agreement.

4. Disbursement

- 4.1 The Bank shall, unless agreed between the Borrower and the Bank otherwise, disburse the Home Loan by issuing a Banker's Payment Order or a Demand Draft crossed as "A/c Payee only"
 - (i) in the name of the seller or vendor towards payment of the purchase price of the Property from whom the Property is being purchased utilising the Home Loan;
 - (ii) in the name of the materials supplier, civil contractor or any other person as notified by the Borrower towards the materials, labour or professional costs, towards the construction or improvement of the Property;
 - (iii) in the name of the previous financier towards the repayment of the previous loan to be taken over by utilising the Home Loan; and
 - (iv) in the name of the borrower at discretion of Bank.
- 4.2 It is understood that the charges in relation to the disbursement (including charges for issuance or for the collection of proceeds by the beneficiary on such payment order or demand draft) shall be borne by the Borrower.
- 4.3 The Bank may not disburse at any time, any amount under the Home Loan unless the following conditions are complied with in the sole discretion of the Bank:

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1. Borrower

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2. Borrower

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3. Borrower

- a. The Home Loan Agreement is duly executed and delivered to the Bank by the Borrower;
- b. The Borrower satisfies the Bank of his (our) becoming his consequent upon the purchase utilising the Home Loan) clear and marketable title to the Property;
- c. The Borrower's submission to the satisfaction of the Bank of a Certificate of Employment from his Employer and his financial statements;
- d. The Borrower's submission to the Bank, post dated cheques/Electronic Clearing Service mandate/Standing Instruction mandate towards repayment installments; and
- e. Any other document or writing as the Bank may require in its sole discretion.
- f. Submission of all the necessary approvals and permission from, the appropriate authorities including, but not limited to approvals and certificates from corporations.

4.4 The Bank may not, having disbursed any amount, disburse any further amount under the Home Loan unless the following conditions are complied with in the sole discretion of the Bank before such further disbursement:

- i) No event of default shall have occurred;
- ii) The Borrower shall have produced evidence of the use of prior disbursements;
- iii) The Borrower shall have assigned in favor of the Bank, the insurance policy (ies) as required by the Bank;
- iv) The Borrower shall have produced his periodic financial statements; and
- v) The Borrower shall have produced all or any other documents or writings as required by the Bank in its sole discretion, which shall be binding on the Borrower.

4.5. The Borrower shall repay to the Bank the amount equated in terms of monthly installments each by the first day of each calendar month or such part thereof as shall remain due and owing to the Bank. The equated monthly installment includes interest component.

5. Interest & Home Loan Account

5.1 Interest on the Home Loan shall begin to accrue from the date of debit to the Home Loan account simultaneously with the Bank's disbursement of the Home Loan by issuing disbursement Payment Order/Demand Draft or otherwise without the Bank concerning itself with the receipt of such disbursement by the beneficiary/recipient and also with the realisation of such Payment Order / Demand Draft or the time taken in such realisation.

5.2 Interest on the Home Loan shall be computed and debited to the Home Loan Account.

- i) On the due date in each calendar month/quarter/half year/year as stated in the Schedule.
- ii) Taking the basis of 365 days a year and calculated at monthly rests.
- iii) At the Interest Rate as stated in the Schedule or as may be revised by the Bank from time to time;

The Interest Rate shall be subject to review and revision by the Bank from time to time and upon any change in the Interest Rate the EMI or the tenor of the Home Loan, at sole discretion of the Bank, will undergo the consequential change and the Borrower agree and undertake to be abide by any such changes effected by the Bank.

5.3 Interest on the amount of the Loan will be applied at a markup above Base Rate, rising and falling therewith at monthly rest calculated on the daily balance of the loan amount. Provided that the Bank shall at any time and from time to time be entitled to change the rate of interest depending on the changes in the Base Rate and such revised rate of interest shall always be construed as agreed to be paid by the Borrower(s) and hereby secured. Borrowers shall be deemed to have notice of change in the rate of interest whenever the change in Base Rate are displayed/notified at/by the branch."

5.4. Interest Tax and other levies as may be applicable from time to time on the Home Loan shall be borne by the Borrower.

5.5. The Bank shall be entitled to debit all other amounts due and payable by the Borrower under this Agreement (including but not limited to interest tax, fees, stamp duty, costs, service/prepayment and other charges, claims and expenses) to the Borrower's Home Loan account, unless separately reimbursed to the Bank by the Borrower. Such amounts shall form part of the Home Loan.

5.6. All amounts in default for payment (i.e. not paid by the Borrower when due to the Bank) including arrears of EMI, interest before the commencement of EMI, costs, charges and expenses debited to the Home Loan account shall attract penal charges without there being any need to assign a reason for such revision and interest and penal charges shall thereafter accrue at such revised rate(s).

5.7. Interest on the Home Loan shall be payable every month separately until the repayment of Home Loan by way of Equated Monthly Installments (EMI) shall have commenced.

6. Repayment

6.1. The Home Loan (including the principal, interest thereon and any other charges, premium, fees, taxes levies or other dues payable by the Borrower to the Bank in terms of this Agreement) be repayable by the Borrower to the Bank-

- (i) at the Branch (or at any other branch of the Bank or at any other place as may be notified by the Bank under intimation to the originating Branch)

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1. Borrower

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2. Borrower

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3. Borrower

- (ii) by way of Equated Monthly Installment(EMI) as mentioned in the Schedule towards repayment of principal and interest; and
- (iii) by separate repayments in case where (a) the Home Loan is proposed to be paid before the commencement of EMI or (b) towards repayment of interest before the commencement of the EMI or(c) towards repayment of default interest, fees, charges, taxes, claims, costs and expenses charged to the Home Loan account.

6.2. The Equated Monthly Installment (EMI) amount shall be arrived at so as to comprise repayment of principal and payment of interest calculated on the basis of the interest rate, periodicity, of repayment, of the entire liability under the Home Loan at the end of its tenor and the Borrower agrees to continue paying EMIs until all amounts due under the Home Loan have been repaid in full to the Bank.

6.3. No notice, reminder or intimation will be given to the Borrower regarding his obligation to pay the EMI regularly on each due date. It shall entirely be his responsibility to ensure prompt and timely payment to the Bank. Any delay or default in payment of any EMI shall make the Borrower liable to pay to the Bank, interest at the Default Interest Rate (for the period of such default) as mentioned in the Schedule, besides constituting a default thereby making all sums under this Agreement due and payable to the Bank forthwith.

6.4. All repayments of Principal and payment of interest and all other amounts by way of EMI or otherwise shall be given effect to in the Home Loan account in accordance with the method of effecting payment as stated in the Schedule or as adopted by the Bank from time to time.

6.5. Repayments ahead of the Repayment Terms shall attract Prepayment Charges as stated in the Schedule.

7. Bank's Rights

The Bank shall, in relation to the Home Loan:

- a. have the sole right at any time during the tenure of this Agreement to revise/reschedule the repayment terms/ amount of EMI or of any other amounts outstanding thereunder and the Borrower shall make all future repayments to the Bank according to such revised schedule on being notified by the Bank of such revision or reschedulement;
- b. have the sole right to amend any of the terms and conditions of this Agreement including but not limited to revision of interest Rate (including the Default Interest Rate), periodicity of compounding interest, method of effecting credit of the repayments without assigning any reason or notifying the Borrower and the Borrower agree that such revision shall become applicable from date of such revision in the records of the Bank;
- c. have the right to receive and adjust any payment/s that it may receive as an assignee of the insurance in relation to the Property and on the life of the Borrower towards amounts due and/or payable by the Borrower under this Agreement;
- d. have the right to enter the Property, inspect and supervise it (including the stage and accounts of construction) and also inspect books of accounts and other records maintained by the Borrower;
- e. have a right, at Borrower's cost, to insure the Property or take any measure for the upkeepment and preservation of the Property;
- f. have the right to create a charge or mortgage over the Property as security in its own favour or in favour of any third party;
- g. have the right to obtain refinance against the Home Loan as it may consider appropriate;
- h. be entitled to disclose any information about the Borrower, his account relationship with the Bank and/or any default committed by him (whether such information is provided by the Borrower or obtained by the Bank itself and whether in form of repayment conduct, rating or defaults) to its head office, other branch offices, affiliated entities, Reserve Bank of India, any refinancing agency, credit rating agency and such third parties as the Bank may in its sole and exclusive discretion, deem fit and proper. The Bank shall also be entitled to seek and receive any information as it deems fit in connection with the Home Loan and/or the Borrower from any third party; and
- i. be entitled to require the Borrower, in the event of the Borrower opting to resign or retire from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever, to instruct his employer to remit the entire dues (including provident fund, gratuity and compensation) becoming payable by the Borrower from his employer on account of his such cessation of employment and to receive and appropriate the same towards the Borrower's liability under the Home Loan.

8. Borrower's Representations, Warranties, Covenants and Undertakings.

8.1 With a view to induce the Bank to grant the Home Loan to him, the Borrower, hereby represents/warrants to/ covenants/ undertakes with the Bank that he-

- (a) has given complete and correct information and details in the application form about himself and the Property;
- (b) shall make available to the Bank such security (including mortgage over the Property) in such form and substance as may be required by the Bank;
- (c) is (when the Property is in existence) or shall be (when the Property shall come in existence upon the proposed utilization of the Home Loan) absolutely seized and possessed with and sufficiently entitled to the Property;

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1. Borrower

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2. Borrower

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3. Borrower

- (d) shall always have until all his dues hereunder are not repaid to the Bank, a clear and marketable title to the Property, free from all encumbrances whatsoever
- (e) has no pending claims demands litigation or proceedings against him before any court or authority (public or private);
- (f) shall ensure that the purpose for which the Home Loan is advanced by the Bank is fulfilled in all respects and produce to the Bank, the necessary documents, including construction completion certificate, occupancy certificate and/ or the purchase documents, as may be required by the Bank;
- (g) shall not, during the tenure of this Agreement, avail of or obtain any further loan or facility on the security of the Property without the prior written consent of the Bank.
- (h) shall notify the Bank of any event or circumstances which might be or become a cause of delay in the commencement, construction or completion of the construction/purchase/modification of the Property;
- (i) shall duly and punctually comply with all terms and conditions applicable and do as such acts (as also the rules, regulations and bylaws of the concerned entity, whether society, whether society, company or condominium of apartment owners) as required for holding as its lawful owner and continuing in possession of the Property;
- (j) shall not be entitled to demand that the Bank continue to disburse the Home Loan if the (i) construction of or pertaining to the Property is, for any reason whatever, in the sole decision of the Bank, unduly delayed or stopped; or (ii) the Home Loan is not drawn fully in terms of Schedule to this Agreement; or (iii) if any monies including charges, overdue interest, pre-EMI interest, which are due to the Bank, remain payable to the Bank.
- (k) shall comprehensively insure and keep insured with the Bank as a sole beneficiary, i) the Property for its full market value or replacement cost and ii) whenever required by the Bank, the risk of death and injury of the Borrower and
 - shall assign in favour of the Bank and submit to the Bank the aforesaid original insurance policy document(s) and premium/a payment receipts;
 - shall promptly inform the Bank of any loss or damage to the property due to any force majeure or Act of God;
 - shall do all acts as may be required to maintain the Bank's status of sole beneficiary under the said insurances) and receive money thereon;
- (l) shall in addition to the income/ financial statement/s required by the Bank furnish such other information/ documents concerning his employment, trade, business, profession or otherwise as the Bank may require from time to time;
- (m) shall promptly and without requiring any notice or reminder from the Bank, repay to the Bank the Home Loan in accordance with the Repayment Terms mentioned in the Schedule;
- (n) shall (in case of more than one borrower) be jointly and severally liable to repay the Home Loan, interest and all other sums due and payable under this Agreement and to observe its terms and conditions;
- (o) shall maintain the Property in good order and habitable condition and not allow it to deteriorate or commit any act which is destructive or permanently injurious to the property or do anything which will render the security in favour of the Bank, insufficient;
- (p) shall pay and discharge all rates taxes outgoings and charges pertain to the Property, including to the society/condominium/ company, promoters, bodies and authorities (public or private);
- (q) where applicable, shall inform the Bank of any likely change in his employment;
- (r) shall not change the user of the Property;
- (s) shall not during the tenure of this Agreement, either part with possession of or create third party rights in the Property or any part of it (whether by way of sale, exchange, lease, mortgage, agreement or option or otherwise);
- (t) shall not combine, merge, amalgamate or consolidate the Property with any other property with any right of way or easement in to or over the Property;
- (u) shall not stand surety or guarantor for any third party liability or obligation;
- (v) being a resident in India, shall not leave India for employment or business or long stay without first fully repaying the Home Loan then outstanding due and payable with interest and other dues, including prepayment charges, if any;

OR

- (v) being a non resident Indian, shall not leave his/her current place of residence for employment or business or long stay without first fully repaying the Home Loan then outstanding due and payable with interest and other dues, including prepayment charges, if any;
- (w) shall keep himself aware of the rules of the Bank, as pertain to Home Loan, and in force from time to time; and
- (x) the borrower shall, in case the borrower is a company/firm/body corporate, notify the Bank at least 30 days in advance of any intended a) change in business, constitution or constitution documents or b) closure of its business or c) change in address.

8.2 The Borrower declares, assures and states that, except as mentioned hereunder, the Borrower is not a director nor relative* of any director or none of its directors/partners /members (if the Borrower is a company/partnership firm) is a director; of the Bank or any other Banks including Scheduled Co-operative Banks, subsidiaries/trustees of mutual funds/ venture capital funds; and the Borrower is not a relative* or none of its directors/ partners/ members (if the Borrower is a company/partnership firm) of any Senior Officer* of the Bank or of any other Banks;

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1. Borrower

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2. Borrower

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*The term 'Senior Officer' means an officer of the Bank, who is in equivalent scale as an officer in senior management level in Grade IV any officer and above in a nationalised bank or any officer in equivalent scale in the State Bank of India and associate banks and in any banking company incorporated in India.

*The term "relative" shall mean and include any or all of the following persons: (a) Spouse (b) Father (c) Mother (including step-mother) (d) Son (including step-son) (e) Son's Wife (f) Daughter (including step-daughter) (g) Daughter's Husband (h) Brother (including step-brother) (i) Brother's wife (j) Sister (including step-sister) (k) Sister's husband (l) Brother (including step-brother) of the spouse (m) Sister (including step-sister) of the spouse.

The Borrower makes the above declaration solemnly and sincerely believing the same to be true and knowing fully well that on the faith and strength of the correctness thereof the Bank has agreed to grant the Facility. The Borrower also agrees that it is a condition of the grant of the Facilities that if any statement made with reference to the above is found to be false at any time the Bank shall at liberty and entitled to revoke the Facilities.

OR

The Borrower declares that the Borrower is related to the directors and /or Senior Officer(s) of the Bank or of any other Banks as specified hereto:

Sr. No.	Name of Director(s)/ Senior Officer(s)	Designation	Relationship
1.			
2.			
3.			

9. Events of default.

The Bank may by a written notice to the Borrower, declare all sums outstanding under the Home Loan (including the principal, interest, charges, expenses) to become due and payable forthwith and enforce the security in relation to the Home Loan upon the occurrence (in the sole decision of the Bank) of any one or more of the following:

- (a) The Borrower fails to pay to the Bank any amount when due and payable under this Agreement.
- (b) The Borrower fails to pay to any person other than the Bank any amount when due and payable or any person other than the Bank demands repayment of the loan or dues or liability of the Borrower to such person ahead of its repayment terms as previously agreed between such person and the Borrower;
- (c) The Borrower defaults in performing any of his obligations under this Agreement or breaches any of the terms or conditions of this Agreement;
- (d) The Borrower opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever
- (e) Any of the information provided by the Borrower to avail the Home Loan or any of his Representations, Warranties herein being found to be or becoming incorrect or untrue;
- (f) Any person other than the Bank commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commit act of insolvency;
- (g) The value of the property or any security (including guarantee/s) created or tendered by the Borrower, in the sole discretion and decision of the Bank, depreciates entitling the Bank to call for further security and the Borrower fails to give additional security;
- (h) If the Property is destroyed, sold, disposed of, charged, encumbered, alienated, attached or restrained in any manner;
- (i) The Borrower fails to create the security as provided herein; or
- (j) The Bank, for any regulatory or other reasons, is unable or unwilling to continue the Home Loan
- (k) The death, insolvency, failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors, suspension of payment to any creditors or threat to do so by the Borrower, filing of any petition in bankruptcy or winding-up by or against the Borrower;
- (l) The Borrower fails to furnish any information or documents or to submit or execute the relevant post disbursement documents as required by the Bank;

10. Appointment of the Bank as the Borrower's Attorney

The Borrower shall appoint AXIS Bank Ltd Bank as its true and lawful attorney to do and execute for and in the name and on behalf of the Borrower and where the Borrower is more than one individual, jointly and severally, all or any of the acts, deeds and things, specified therein.

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1. Borrower

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2. Borrower

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3. Borrower

11. Assignment and Transfer.

- 11.1 The Bank shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the Home Loan and outstanding amounts under the Home Loan or any other rights under this Agreement or any other document pursuant hereto to any person in a manner or under or under such terms and conditions as the Bank may decide in its sole discretion.
- 11.2 The Borrower expressly agrees, in the event of sale or transfer as aforesaid, to accept such person to whom the Home Loan is sold or transferred as his lender and make the repayment of the Home Loan to such person as may be directed by the Bank.
- 11.3 The Borrower shall not transfer or assign his rights under this Agreement.

12. Banks appointment of Agent.

The rights, powers and remedies available to the Bank under Law and under these present, shall be exercised by the Bank through any of its employees or agent and the Bank may delegate any or all of the said powers and authorities to such employee or agent.

13. Miscellaneous

- a. If at any time the Bank is of the opinion that the value of the said property is not adequate or sufficient for the purpose of securing the due repayment of the loan, and monies due thereon, the Bank shall be entitled to call for any additional security by notice in writing and the Borrower shall be bound to comply with the said notice and provide any additional security or execute any further mortgage of any other property satisfactory to the Bank within 30 days from the receipt of the letter.
- b. The Borrower hereby declares that the said property described in the schedule hereunder is free from all encumbrances and that the Borrower has clear and marketable title to the said property and has full right, power and authority to secure the same in favor of the Bank as hereby provided.
- c. Without prejudice to the Bank's other rights and remedies, the Bank shall be entitled to charge at its own discretion enhanced rates of interests on the outstanding in the loan accounts or a portion thereof or for any default or irregularity or my/our part which in the opinion of the Bank warrants charging of such enhanced rates of interests for such period as the Bank may deem fit. The equated Monthly installments will have to be paid till the entire loan and interest is fully repaid. Further, the amount of equated monthly installment may change/increase as may be decided by the Bank.
- d. The Borrower hereby agrees and undertakes that the entire loan shall be utilised for the purpose of purchase of the said property only and for no other purpose whatsoever.
- e. The Borrower shall duly and punctually comply with all the terms and conditions for holding of the property and comply with all the rules, regulations, bye-laws etc. of the concerned co-operative society, Association, Limited Company or any other Competent Authority and pay such maintenance and other charges for the upkeep of the property or the use thereof.
- f. The Borrower confirms the accuracy of the information given in the loan application and further confirms that no material change or alteration has taken place subsequent to the date of application which would jeopardize the security in any manner whatsoever. The Borrower further warrants that there are no mortgages, charges, lien or other encumbrances or any rights by way of light, water or other easements in respect of the said property.
- g. The Borrower declares and confirms that he is not a party to any litigation of any material character affecting the security and Borrower is not aware of any facts likely to give rise to such litigation or any material claims or enquiries from any tax authorities or other statutory authorities.
- h. All or any other conditions as specified in the sanction letter shall form an integral part of this Agreement and the sanction letter shall always be used in conjunction with this agreement at all times.
- i. Interest on the amount of the loan will be applied at a rate as mentioned in the Schedule which is at a markup applied on the Base Rate at monthly rest. Provided that the Bank shall at any time and from time to time be entitled to change the rate of interest depending on changes in Base Rate and such revised rate of interest shall always be construed as agreed to be paid by the borrower(s) and hereby secured. Borrowers shall be deemed to have notice of the change in the rate of interest whenever the change in Base Rate are displayed/notified at/by the branch/published. In newspaper/ made through entry of interest charged in the pass book/statement of accounts sent to the Borrower(s).
- j. Without prejudice to any other term of this Agreement, the Parties expressly agree that any payment made by the Borrower to the Bank under this Agreement shall be appropriated by the Bank in the following order.
 - i. interest
 - ii. principal amount of the Home Loan
 - iii. interest on amounts in default and loss of profit on the defaulted amount/s
 - iv. costs, charges and expenses that the Bank may expend to service, enforce and maintain the security and therefore recover the Home Loan, interest and all sums due and payable by the Borrower to the Bank under this Agreement.
 - v. Prepayment and other charges
- k. The parties agree that any delay or omission by the Bank in exercising any of its rights, powers or remedies as the lender of the loan under this Agreement and other documents pursuant hereto shall not impair the right, power or remedy or be construed as its waiver or acquiesce by the Bank.

7

1. Borrower

7

2. Borrower

7

3. Borrower

- I. The Parties confirm that this Agreement and its Schedule and any other documentation pursuant to it represent one single agreement between the Parties.
- m. This Agreement super cedes all prior discussions and representations between the parties, including the Bank brochure, save with respect to the obligations of and representations made by the Borrower to the Bank set forth in any correspondence, application forms or otherwise made or agreed to be made howsoever.
- n. Laws of India shall govern this Agreement, the security and other documentation pursuant hereto and Courts having jurisdiction where the Branch is situated shall have exclusive jurisdiction over all aspects governing the interpretation and enforcement of this Agreement, the security and other documentation pursuant hereto.
- o. The addresses of the parties shall be as mentioned under the Schedule. The Borrower shall forthwith inform the Bank of any change in his Address.
- p. Any notice or request required or permitted under this Agreement to be given by either party to the other shall be only in writing and sent on the address of the other Party as mentioned in the Schedule (or in case to the Borrower, on the address of the Borrower last known to the Bank):
 - 1. If given by the Bank, may be given by personal delivery, fax or by post and shall be deemed to have been served upon or received by the Borrower, if given by personal delivery, when so delivered and if by post on expiration of 3 days after the same has been delivered to the post office for onward transmission to the Borrower under certificate of posting; and
 - 2. If given by the Borrower to the Bank when it is actually received by the Bank.
- 14. The borrower understand that as a pre condition, relating to grant of the loans/advances/other non fund based credit facilities to the Borrower and furnishing of guarantee in relations thereto, the Bank requires consent of the borrower of the credit facilities granted/ to be granted by the Bank for the disclosure by the Bank of information relating to the borrower, any credit facilities availed of / to be availed, by the borrower/guarantor/s, obligations as assumed by the borrower in relation thereto and default, if any, committed in discharge thereof.

Accordingly, the borrower hereby agrees and gives consent for the disclose by AXIS Bank of all or any such:

- a. Information and data relating to borrower/s/me/ us
- b. the information or data relating to borrower/my / our obligations in any credit facility granted/ to be granted by the Bank
- c. default, if any committed by borrower/me/ us in discharge of borrower/my/our's such obligation as the AXIS Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorized in this behalf by RBI.

The borrower declares that the information and data furnished by borrower/me/ us to the AXIS Bank are true and correct

The borrower undertakes that -

- i. The Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and date disclosed by the Bank in the manner as deemed fit by them
- ii. The Credit Information Bureau (India) Ltd. and other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Banks/Financial Institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this behalf.

IN WITNESS WHEREOF the parties hereto have set their hand on the day, month and year hereinabove mentioned. Signed and Delivered by the within named Borrower(s) :

1. _____ 8 **1. Borrower**
(Borrower Name)

2. _____ 8 **2. Borrower**
(Borrower Name)

3. _____ 8 **3. Borrower**
(Borrower Name)

Signed, and Delivered by the within named Bank, AXIS BANK LTD through its authorized official.
FOR AXIS BANK LTD.

AUTHORIZED SIGNATORY

SCHEDULE TO HOME LOAN AGREEMENT

Branch: Branch Address:		Place :	Date :
Borrower's Name and Address <input type="checkbox"/> Individual(s) <input type="checkbox"/> Sole Proprietary <input type="checkbox"/> Partnership <input type="checkbox"/> Company			
1st Borrower	First Name : Father's / Husband / Middle Name : Surname / Family Name :		
	Residence Address :		Office Address :
	Telephone Number : E-Mail :		Telephone Number : E-Mail :
Borrower's Name and Address <input type="checkbox"/> Individual(s) <input type="checkbox"/> Sole Proprietary <input type="checkbox"/> Partnership <input type="checkbox"/> Company			
2nd Borrower	First Name : Father's / Husband / Middle Name : Surname / Family Name :		
	Residence Address :		Office Address :
	Telephone Number : E-Mail :		Telephone Number : E-Mail :
Borrower's Name and Address <input type="checkbox"/> Individual(s) <input type="checkbox"/> Sole Proprietary <input type="checkbox"/> Partnership <input type="checkbox"/> Company			
3rd Borrower	First Name : Father's / Husband / Middle Name : Surname / Family Name :		
	Residence Address :		Office Address :
	Telephone Number : E-Mail :		Telephone Number : E-Mail :
Facility	Home Loan (Amortising Loan)		
Facility Amount	Rupees : (in figures) Rupees : (in words)		
Tenor in years			
Base Rate		Markup	
Interest Rate	_____ % p.a.	Floating (Base Rate plus Markup)	
Periodicity of Interest Compounding	Monthly		
Prepayment charges	Nil		
Default Interest Rate	@ 24% per annum i.e. @ 2% per month on the overdue instalment/s		
Switching Fees	Switching from the Floating rate scheme to the Fixed and scheme and vice versa will attract a penalty of 1% on the outstanding principal, with a minimum of Rs. 5000/-		
Repayment Instruction / Instrument Return Charges	Rs. 500/- per instance		
Cheque / Instrument Swap Charges	Rs. 500/- per instance		
Duplicate Statement issuance charges	Rs. 250/- per instance		
Duplicate Amortization schedule issuance charges	Rs. 250/- per instance		
Duplicate Interest Certificate (Provisional / Actual) issuance charges	Rs. 250/- per instance		
Issuance charges for Photocopy of title documents	Rs. 250/- per document set		
Issuance Charges of Credit Report :	Rs. 50 per instance		

3. Borrower

10

2. Borrower

10

1. Borrower

10

9

9

9

1. Borrower

2. Borrower

- 9 -

3. Borrower

3. Borrower

12

Periodicity of Credit to Home Account	Repayment received in the account during a month shall be given affect to : Before the end of the month in which it is received/on the 5th / 10th following the month in which it is received																															
Repayment Terms	Repayable according to the Tenor by monthly Equated Monthly Installment (EMI) as stated below																															
Monthly Repayment (EMI) Amount	Rupees : (in figures) Rupees : (in words)																															
Credit Effect Interval : PRE-EMI Payment Dates EMI Payment Dates	Monthly / Annual ____ of every month till the commencement of EMI ____ of every month																															
Disbursement	By direct single payment / part payments in favour of the 1 _____ 2 _____ 3 _____ previous lender / builder / vendor / society / association / developer / seller																															
Security	Such security (including mortgage) as the bank may from time to time require in the form and substance acceptable to the Bank																															
Details of the Loan	Specify : Purchase / Construction / Repair / Renovation / Extension / Takeover of Housing Loan Takeover from :																															
Details of Property	Seller's / Builder's / Earlier Owner's Name : _____ Seller's / Builder's / Earlier Owner's Address : _____ Name of the Building / Property : _____ Building No. _____ Flat No. _____ Plot No. _____ Location : _____ Final Plot No. _____ Survey No. _____ TPS No. _____ Village/Mouje _____ Within the limits of the Municipality / Corporation _____ Agreement Value of the Property : Rs. _____ (Rupees _____) Market Value of the Property : Rs. _____ (Rupees _____)																															
Details of Improvement	<table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Particulars</th> <th>Cost Rs.</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>External repairs</td> <td></td> </tr> <tr> <td>2.</td> <td>Waterproofing and roofing</td> <td></td> </tr> <tr> <td>3.</td> <td>Internal and external painting</td> <td></td> </tr> <tr> <td>4.</td> <td>Plumbing tiling and flooring and electrical work</td> <td></td> </tr> <tr> <td>5.</td> <td>Grills Waterproffing on Terrace and aluminium windows</td> <td></td> </tr> <tr> <td>6.</td> <td>Construction of undergroud/overhead water tank</td> <td></td> </tr> <tr> <td>7.</td> <td>Paving of comound wall (with stone / tile / etc)</td> <td></td> </tr> <tr> <td>8.</td> <td>Borewell</td> <td></td> </tr> <tr> <td>Total</td> <td></td> <td></td> </tr> </tbody> </table>		Sr. No.	Particulars	Cost Rs.	1.	External repairs		2.	Waterproofing and roofing		3.	Internal and external painting		4.	Plumbing tiling and flooring and electrical work		5.	Grills Waterproffing on Terrace and aluminium windows		6.	Construction of undergroud/overhead water tank		7.	Paving of comound wall (with stone / tile / etc)		8.	Borewell		Total		
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3rd Borrower _____																																
11 _____																																
3. Borrower																																
Name : _____		Signature _____																														

2. Borrower

12

1. Borrower

12

Date:

To,

AXIS Bank Ltd.

Retail Asset Center,

I/We _____ have deposited the following original property documents on _____ with AXIS BANK Ltd, for the purpose of availing a Home Loan.

Sr. No.	Date of Document	Particulars	Original document	Copy of the document	Remarks
			Please tick as applicable		
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

I/We hereby certify that all the above documents are genuine and given with a bonafide intention for availing the loan.

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

STANDING INSTRUCTION

From:

Date : _____

To:

**RAC / SRAC
The Branch Head,
AXIS Bank Ltd.**

Ref: Execution of Standing Instruction

Dear Sir,

This is in reference to the Power Home Loan of INR _____

(Rupees _____)

sanctioned to me by Retail Asset Center, _____.

My Power Home Loan Account No. is _____ and

Customer ID is _____

I authorize you to debit a sum of Rs. _____

Rupees _____)

on the 5th / 10th of every month starting from _____ from my savings account no. _____

in your branch being the monthly EMI due to you.

This instruction is irrevocable.

Yours Truly,

(_____)

PDC COVERING LETTER

Dated: _____

Place: _____

To,
AXIS BANK Ltd.
Retail Asset Center

Dear Sir,

Ref: Facility Agreement dated executed by me/us in favour of the Bank

Please find enclosed crossed Post-dated cheques / Security cheques drawn in favor of AXIS BANK Ltd. (Power Home Loan Account - _____) bearing the following particulars being submitted towards repayment of the loan availed from your Bank. The post dated cheques / security cheques contain my/ authorized signatories' genuine signature, which shall not be disputed by me.

1. Name of the Drawee Bank : _____
2. Name of the Drawee Bank Branch : _____
3. MICR Sort Code (9 digit) :

--	--	--	--	--	--	--	--	--
4. Date of Cheques : _____ of each month commencing from _____
5. Cheque Numbers : _____

Sr. No.	From	To	No. of cheques
1			
2			
3			
4			
5			

I/We agree that the Post dated cheques / Security cheques are given towards loan repayment / installments of the debt due and payable by me/us to the Bank in terms of the Loan Agreement dated _____

In case of change of authorised signatory of the Borrower, we undertake to replace the cheques appropriately and in the event of non-replacement of the cheques before the due dates, we undertake to honour the Post Dated Cheques/ Security cheques.

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

DISBURSEMENT REQUEST FORM

Date:

Place:

To,
The Manager
AXIS Bank Ltd.
Retail Asset Center

Dear Sir,

Sub: Request for Disbursement of my Housing Loan.

I/We have been sanctioned a Home loan of Rs. _____ by your bank for purchase of property in _____. I/We request you to kindly disburse the amount of Rs. _____ (Rupees _____)

I /We request you to kindly issue the cheques/s favoring _____
(print and payable in _____).

I/We also request you to kindly deduct my EMI on the 5th / 10 th of every month commencing from ____/____/20____

I/We are aware that I/We need to pay PRE-EMI for the broken period* even if my loan is fully disbursed.

Yours faithfully,

Signature
(Applicant/Co-applicant)

*Broken period: from date of disbursement till the EMI cycle date.

POWER OF ATTORNEY

WHEREAS, AXIS BANK Limited a company incorporated under the Companies Act, 1956 and having its registered office at _____ and

Branch office at _____ (hereinafter referred to as "the Bank"), which term shall include its successors, administrators and assigns) has at my / our request granted me / us / our firm / company Home Loan facility with a total limit up to Rs. _____

(Rupees _____) on the terms and conditions more particularly described under the Home Loan Agreement dated _____ between the Borrower and the Bank;

WHEREAS the terms and conditions of the said Home Loan Agreement require repayment of outstanding amount in respect of the Home Loan facility together with interest, all costs, charges and expenses to be secured by such security as may be required by the Bank including mortgage of the real estate property in relation to the said Home Loan facility ("the Property").

Whereas in consideration of the Bank having sanctioned the said Home Loan facility at my/our request. I/ We have created or agreed to create security including mortgage of the real estate property in relation to the said Home Loan facility as required or may be required in future by the Bank.

WHEREAS in consideration of the Bank having granted sanctioned the said Home Loan Facility at my/our request, I/ We have agreed to appoint the Bank as its true and lawful attorney authorizing the Bank to do all the acts and deeds as may be deemed necessary on my/ our behalf.

NOW ALL MEN AND THESE PRESENTS WITNESS that I/ We do hereby irrevocably nominate, constitute and appoint the Bank acting through any of its officers or agents as my/ our true and lawful attorney for me/ us in my/ our name and on behalf and at my/ our cost and risk to do, execute and perform all or any of the following acts, deeds, matters and things to do so as to

- a) to upkeep the Property;
- b) to create the mortgage of the property in its name or in its nominees name.
- c) to register the Property in the land registry or municipal records;
- d) to represent the Borrower before the governmental or any other authorities in relation to the Property; to take possession of the Property;

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

- e) to all acts and deeds such as signing documents or applications to give effect to such acts or deeds;
- f) to appoint proxy or proxies for the purpose of representing the Borrower and voting in the meeting of the Co-operative Society or Compendium of which the Borrower is a member in relation to the Property; and to apply for, receive and appropriate it towards the Borrower's liability under the Home Loan, any amount due to the Borrower from his employer.

I/we shall ratify and confirm all acts things deeds performed or to be performed by the Bank or its nominees or substitutes in pursuance of the Powers hereby conferred.

The powers vested in the Bank shall be irrevocable and subsist in favor of the Bank till all my/ our dues to the Bank are fully satisfied.

The aforesaid powers may be exercised by the Bank in its sole discretion but the exercise of the power is not obligatory on the Bank.

The aforesaid powers or any of them shall be exercised by the Bank through any of its employees or agent and the Bank may delegate any or all of the said powers and authorities to such employee or agent. I/we also agree(s) and undertake(s) to execute a Power of Attorney for this purpose in favour of the Bank or any other person as directed by the Bank authorizing the Bank or such other person the aforesaid powers on my/ our behalf.

I/We hereby declare that the appointment of the Bank as our attorney shall be irrevocable and be binding on my/ our legal heirs, executors, successors, administrators and assigns.

I/ We hereby further declare that this POWER OF ATTORNEY is granted to the Bank for consideration and is coupled with interest and for that purpose and extent it shall be governed by Section.202 of the Indian Contract Act, 1872. The Bank shall be entitled to exercise all or any of the powers hereby conferred at any time and to this intent it shall not be determined by the death, insolvency, bankruptcy, insanity of any or all of us.

IN WITNESS WHEREOF I / WE HAVE EXECUTED THIS POWER OF ATTORNEY ON _____ DAY OF _____ (MONTH) _____ (YEAR)

SIGNED AND DELIVERED BY:

Borrower

Name

Signature

1st Borrower

X

1. Borrower

2nd Borrower

X

2. Borrower

3rd Borrower

X

3. Borrower

In the presence of:

Address:

INDENTURE OF GUARANTEE

THIS INDENTURE is made at _____ on _____ day of _____ Two Thousand _____ between Mr./Ms. _____ residing at _____ hereinafter called "the Guarantor" (which expression shall include his heirs, executors and administrators wherever the context or meaning so requires or permits) of the One Part And AXIS BANK LIMITED, a body incorporated under the Companies Act, 1956 and having its Registered Office and Central Office at Ahmedabad and Mumbai respectively and one of the branch offices at _____ hereinafter called "the Bank" (which expression shall include its successors and assigns wherever the context or meaning so require or permit) of the Other Part.

WHEREAS:

1. Mr./Ms. _____, residing at _____ (hereinafter referred to as "the Borrower") has requested the Bank to grant an advance to him/her a sum of Rs. _____ (Rupees _____ only) for the purchase of a house / construction of a house / more particularly described in the schedule here under written.
2. The Bank at the request of the Borrower has agreed in principle to lend an advance to the Borrower the sum of Rs. _____ (Rupees _____ only) (hereinafter referred to as "the said Loan") on the terms and conditions contained in the Loan Agreement dated _____ entered into between the Borrower and the Bank (hereinafter referred to as "the said Agreement").
3. At the request of the Borrower the Bank has agreed to make disbursements / interim disbursement(s) from / out of the said Loan to the Borrower.

NOW THIS DEED WITNESSETH AS FOLLOWS:

In consideration of the Premises, the Guarantor hereby unconditionally, absolutely, irrevocably guarantees to and agrees with the Bank as follows: -

1. The Bank shall have the sole discretion to make disbursement(s) and/or interim disbursement(s) to the Borrower from out of the said Loan, at such time, on such conditions and in such manner as the Bank may decide.
2. The Borrower shall duly and punctually repay the said Loan together with interest, service charges, liquidated damages and all other moneys in accordance with the said Agreement between the Borrower and the Bank and perform and comply with all the other terms, conditions and covenants contained in the said Agreement.

X _____
Guarantor

3. In the event of any default on the part of the Borrower in payment/repayment of any of the moneys referred to above, or in the event of any default on the part of the Borrower in complying with or performing any of the terms, conditions and covenants contained in the said Agreement the Guarantor shall, upon demand, forthwith pay to the Bank without demur all the amounts payable by the Borrower under the said Agreement.
4. The Guarantor shall also indemnify and keep the Bank indemnified against all losses, damages, costs, claims and expenses whatsoever which the Bank may suffer, pay or incur by reason of or in connection with any such default on the part of the Borrower including legal proceedings taken against the Borrower and/or the Guarantor for recovery of the money referred to in Clause 2 above.
5. The Guarantor hereby agrees that without the concurrence of the Guarantor, the Borrower and the Bank shall be at liberty to vary, alter or modify the terms and conditions of the said Agreement, and of the security created and the security documents executed by the Borrower in favour of the Bank and in particular to defer, postpone or revise the repayment of the said Loan and/or the payment of interest and other monies payable by the Borrower to the Bank on such terms and conditions as may be considered necessary by the Bank the Bank shall also be at liberty to absolutely dispense with or release all or any of the security/ securities furnished or required to be furnished by the Borrower to the Bank to secure the said Loan.

The Guarantor agrees that the liability under this Guarantee shall in no manner be affected by any such variations, alterations, modifications, waiver, dispensation with or without release of security and that no further consent of the Guarantor is required for giving effect to any such variations, alteration, modification, waiver dispensation with or without release of security.

6. The Bank shall have full liberty, without notice to the Guarantor and without in any way effecting this Guarantee to exercise at any time and in any manner any power or powers reserved to the Bank under the said Agreement to enforce or forbear to enforce payment of the said Loan or any part thereof or interest or other moneys due to the Bank from the Borrower or any of the remedies or securities available to the Bank to enter into any composition or compound with or to grant time or any other indulgence or facility to the Borrower and the Guarantor shall not be released by the exercise by the Bank of its liberty in regard to the matters referred to above or by any act or omission on the part of the Bank or by any other matter or thing whatsoever which under the law relating to sureties would be for this provisions have the effect of so releasing the Guarantor and the Guarantor hereby waives in favor of the Bank, so far as may be necessary to give effect to any of the provisions of this Guarantee, all the surety ship and other rights which the Guarantor might otherwise be entitled to enforce.
7. This Guarantee shall be enforceable against the Guarantor notwithstanding that any security or securities comprised in any instrument(s) executed or to be executed by the Borrower in favor of the Bank, shall at the time, be outstanding or unrealized or lost.
8. The Guarantor hereby agrees and declares that the Borrower will be free to avail of further loans or other facilities from the Bank or any other financial institution or bank in addition to the said Loan and/or to secure the same during the subsistence of this Guarantee and in that event the guarantee herein contained will not be affected or vitiated in any way whatsoever but will remain in full force and effect and binding on the Guarantor.
9. The rights of the Bank against the Guarantor shall remain in full force and effect notwithstanding any arrangement which may be reached between the Bank and any other Guarantor(s), if any or notwithstanding the release of such other or others from liability and notwithstanding that any time hereafter such other Guarantor(s) may cease for any reason whatsoever to be liable to the Bank, the Bank shall be at liberty to require the performance by the Guarantor of his obligations hereunder to the same extent in all respects as if the Guarantor had at all times been solely liable to perform the said obligations.
10. To give effect to this Guarantee, the Bank may act as though the Guarantor was the principal debtor to the Bank.

X _____
Guarantor

11. The Guarantor hereby declares and agrees that he has not received and shall not, without the prior consent in writing of the Bank receive any security or commission from the Borrower for giving this Guarantee so long as monies remain due and payable by the Borrower to the Bank under the said Agreement.
12. A certificate in writing signed by a duly authorised official of the Bank shall be conclusive evidence against the Guarantor of the amount for the time being due to the Bank from the Borrower in any action or proceeding brought on this Guarantee against the Guarantor.
13. This Guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Bank by the Borrower and shall be valid and binding on the Guarantor and operative until repayment in full of all monies due to the Bank under the said Agreement.
14. This Guarantee shall be irrevocable and the obligations of the Guarantor hereunder shall not be conditional on the receipt of any prior notice by the Guarantor or by the Borrower and the demand or notice by the Bank as provided in Clause 18 hereof shall be sufficient notice to or demand on the Guarantor.
15. The liability of the Guarantor under this Guarantee shall not be affected by the insolvency or death of the Borrower and or any other Guarantor or Guarantors.
16. This Guarantee shall be a continuing one and shall remain in full force and effect till such time the Borrower repays in full the said Loan together with interest, commitment charges, liquidated damages, costs, charges and all other moneys that may from time to time become due and payable and remain unpaid to the Bank under the said Agreement.
17. The liability of the Guarantor hereunder shall not exceed the sum of Rs. _____ (Rupees _____ only) plus interest, service charges, liquidated damages, costs, charges, expenses and other moneys payable by the Borrower to the Bank under the said Agreement.
18. Any demand for payment or notice under this Guarantee shall be sufficiently given if sent by post to or left at the last known address of the Guarantor or his personal representative(s) such demand or notice is to be made or given, and shall be assumed to have reached the addressee in the course of post, if given by post, and no period of limitation shall commence to run in favour of the Guarantor until after demand for payment in writing shall have been made or given as aforesaid and in proving such notice when sent by post it shall be sufficiently proved that the envelope containing the notice was posted and a certificate by any of the responsible officers of the Bank that to the best of his knowledge and belief, the envelope containing the said notice was so posted shall be conclusive as against the Guarantor, even though it was returned unserved on account of refusal of the Guarantor or otherwise.
19. The guarantor/s understand that as a pre condition, relating to grant of the loans/advances/other non fund based credit facilities to the Borrower and furnishing of guarantee in relation thereto, the Bank requires consent of the guarantor/s of the credit facilities granted/ to be granted by the Bank for the disclosure by the Bank of information relating to the guarantor/s, any credit facilities availed of / to be availed, by the borrower/guarantor/s, obligations as assumed by the guarantor/s in relation thereto and default, if any, committed in discharge thereof.

Accordingly, the guarantor/s hereby agrees and gives consent for the disclosure by AXIS Bank of all or any such:

1. Information and data relating to guarantor/s / me / us
2. the information or data relating to guarantor/s / my / our obligations in any credit facility granted/ to be granted by the Bank and guaranteed by company/me/ us as a guarantor/s and
3. default, if any committed by borrower/me/ us in discharge of borrower / my / our's such obligation as the AXIS Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorized in this behalf by RBI.

X _____
Guarantor

The guarantor/s declares that the information and data furnished by company/me/ us to the AXIS Bank are true and correct.

The guarantor/s undertakes that -

1. The Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and date disclosed by the Bank in the manner as deemed fit by them and
2. The Credit Information Bureau (India) Ltd. and other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to
3. Banks/Financial Institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this behalf.

IN WITNESS WHEREOF the parties hereto have set their hands and seal to these presents on the day and year first hereinabove written.

SIGNED, SEALED and DELIVERED)

By the within named Shri _____ The Guarantor,

(Signature of Guarantor)

AFFIDAVIT

Affidavit of 1) Sh./Smt./Ms. _____ aged about _____ years
son/wife/daughter of _____ resident of _____
2) _____

I/We, the above named deponent/s do hereby solemnly affirm and declare as under:-

1. That the deponent/s, in consideration of AXIS Bank, _____ branch having sanctioned /agreed to sanction/ advanced a Home Loan in the sum of Rs. _____ against the security of the property i.e. _____, specifically affirms that the Deponent/s have obtained the building plan approved/sanctioned by Competent Authority. A copy of sanctioned plan enclosed.
2. That the Deponent/s/ Borrower/s further confirms and undertakes that the Deponent/s -
 - i) shall not violate the sanctioned plan
 - ii) all construction shall be done strictly as per the sanctioned plan
 - iii) all statutory requirements will be fulfilled
3. That the Deponent/s undertakes to obtain requisite Completion Certificate from the Competent Authority within 3 months of completion of the construction and comply other terms as stated above, failing which the bank shall have the absolute power and the authority to recall the entire loan with interest, costs and other charges applicable.
4. That the Deponent/s / Borrowers undertake to abide strictly by all the terms and conditions contained in the sanction letter, various loan documents executed by them in favour of the AXIS Bank including the liability to repay the debt in case of termination / recalling of the loan in the circumstances herein above mentioned. The bank is further entitled at its sole discretion to appoint an Architect at the costs and expenses of the Deponent/s at various stages of construction of building to examine that construction of building is done/ being done strictly as per sanctioned plan.
5. That the Deponents / Borrowers further undertakes that in consideration of the loan advanced/ sanctioned by AXIS Bank, they shall indemnify and keep the said Bank indemnified at all times for any loss and / or damage caused to the said Bank on account of any act done or caused to be done by the Deponent/s / Borrowers.

Deponent/s

Verified:

Verified at _____ on _____ Day of _____ Month _____ that the contents of the above affidavit are true to my knowledge and belief and nothing material has been concealed therefrom.

Deponent/s

AFFIDAVIT CUM UNDERTAKING

Affidavit of 1) Sh./Smt./Ms. _____ aged about _____ years
son/wife/daughter of _____ resident of _____
2) _____

I/We, the above named deponent/s do hereby solemnly affirm and declare as under:-

1. That the deponent/s, in consideration of AXIS Bank, _____ branch having sanctioned /agreed to sanction/ advanced a Home Loan in the sum of Rs. _____ against the security of the property i.e. _____, specifically affirms that the built up property has been constructed as per sanctioned building plan and / or building bye-laws and has Completion Certificate issued by Competent Authority. (Copies of sanctioned plan and completion certificate enclosed).
2. The deponent/s have fulfilled all statutory requirements for constructing the building.
3. That the Deponent/s / Borrowers undertake to abide strictly by all the terms and conditions contained in the sanction letter, various loan documents executed by them in favour of the AXIS Bank including the liability to repay the debt. The Deponent/s / borrowers undertakes that the loan will be utilized solely for the purpose which is taken and the property will not put to use for any other purposes, other than that for which the necessary approval/ sanction from Competent Authority is obtained.
4. That the Deponents / Borrowers further undertakes that in consideration of the loan advanced/ sanctioned by AXIS Bank, they shall indemnify and keep the said Bank indemnified at all times for any loss and / or damage caused to the said Bank on account of any act done or caused to be done by the Deponent/s / Borrowers.
5. The bank is further entitled at his sole discretion to appoint an Architect at the costs and expenses of the Deponent/s to examine that construction of building is done strictly as per sanctioned plan and / or building bye-laws.

Deponent/s

Verified:

Verified at _____ on _____ Day of _____ Month _____ that the contents of the above affidavit are true to my knowledge and belief and nothing material has been concealed therefrom.

Deponent/s

AFFIDAVIT

I / We

1) Sh./Smt./Ms. _____ aged about _____ years

son/wife/daughter of _____ resident of _____

2) Sh./Smt./Ms. _____ aged about _____ years

son/wife/daughter of _____ resident of _____

the above named deponent/s do hereby solemnly affirm and declare as under:-

1. That the deponent/s identified a plot of land admeasuring _____ sq. ft. situated at _____ (hereinafter referred to as 'the plot of land') and applied to Axis Bank for the housing loan of Rs. _____/- (Rupees _____ only) for the purchase of the said plot of land.
2. That Axis Bank has considered the loan application of the deponent/s and have agreed to sanction a housing loan of Rs. _____/- and one of the terms and conditions for the grant of the said housing loan is that the deponent/s shall commence construction on the said plot of land within a period of 1 year from the date of purchase of the plot.
3. That the deponent/s, in consideration of AXIS Bank, _____ branch having sanctioned /agreed to sanction/ advanced a Home Loan in the sum of Rs. _____ against the security of the property i.e. _____, the deponent/s specifically affirm/s that the Deponent/s shall obtain necessary permission from the competent authorities for the construction of a building on the said plot of land, shall get the building plan approved/sanctioned and obtain Commencement Certificate and commence construction within a period of 1 year from the date of the purchase of the plot of land, failing which the Bank shall have the right to recall the entire loan amount along with interest @ plot loan rates with retrospective effect and in such an event, the deponent/s has to repay the said sanctioned loan amount along with interest and charges as demanded by the Bank.
4. That the Deponent/s further confirm and undertake to submit the necessary proof to the Bank within a period of 1 year from the purchase of the plot with respect to commencement of the construction on the said plot of land to the satisfaction of the Bank.
5. That the Deponent/s/ Borrower/s further confirms and undertakes that the Deponent/s -
 - a. shall not violate the sanctioned plan
 - b. all construction shall be done strictly as per the sanctioned plan
 - c. all statutory requirements will be fulfilled
6. That the Deponent/s undertakes to obtain requisite Completion Certificate from the Competent Authority within 3 months of completion of the construction and comply other terms as stated above, failing which the bank shall have the absolute power and the authority to recall the entire loan with interest, costs and other charges applicable.

Deponent/s

7. That the Deponent/s / Borrowers undertake to abide strictly by all the terms and conditions contained in the sanction letter, various loan documents executed by them in favour of the Axis Bank including the liability to repay the debt in case of termination / recalling of the loan in the circumstances herein above mentioned. The bank is further entitled at its sole discretion to appoint an Architect at the costs and expenses of the Deponent/s at various stages of construction of building to examine that construction of building is done/ being done strictly as per sanctioned plan.
8. That the Deponents / Borrowers further undertakes that in consideration of the loan advanced/ sanctioned by Axis Bank, they shall indemnify and keep the said Bank indemnified at all times for any loss and / or damage caused to the said Bank on account of any act done or caused to be done by the Deponent/s / Borrowers.

Deponent/s

Verified:

Verified at _____ on _____ Day of _____ Month _____ that the contents of the above affidavit are true to my knowledge and belief and nothing material has been concealed therefrom.

Deponent/s

INDEMNITY

This Indemnity is executed on this _____ day of _____ by Shri/Smt _____ aged _____ years, s/o,d/o,w/o _____ residing at _____ (hereinafter referred to as the Indemnifier, which expression shall, unless repugnant to the context or meaning thereof shall mean and include his/her legal heirs, executors, administrators, successors and assigns.

In favour of

AXIS BANK LTD., a Banking Company, carrying on its banking business under the Banking Regulation Act, 1949, incorporated under the Companies Act, 1956, having its registered office at Trishul, 3rd Floor, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006 Gujarat and one of its branch office amongst others at _____ (hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof shall mean and include its successors and assigns.

WHEREAS:

1. The indemnifier has in his/her capacity as the 'Purchaser' executed an Agreement for Sale dated _____ with M/s. _____ (Builder) for the purchase of Flat situated at _____ (Property) for a total consideration of Rs. _____.
2. As per the said Agreement for Sale, the indemnifier in his/her capacity as the Purchaser is required to pay the total consideration of Rs. _____ in the manner as detailed out in the said Agreement for Sale. The Builder has in the said Agreement for Sale agreed to execute a Sale Deed in favour of the Indemnifier on or before _____.
3. The indemnifier has applied to Axis Bank for the loan amounting to Rs. _____ for the purchase of the said Property. Accordingly Axis Bank has agreed to sanction the said loan and accordingly disburse the same directly to the builder in the manner as detailed out in the Agreement for Sale.

X _____
Indemnifier/Borrower

4. Since the said property is still under construction and would take _____ months for completion, the Bank has acceded to the Indemnifier's request of disbursing the said loan amount of Rs. _____ phase wise in the manner as detailed out in the Agreement for Sale on the condition that the Indemnifier executes in favour of Axis Bank an indemnity in the manner acceptable to Axis Bank.

In consideration of the Bank having agreed to sanction and disburse the said loan amount of Rs. _____ phase wise in the manner detailed out in the Agreement for Sale favouring the designated account of the Builder, the Indemnifier hereby agrees that in case due to any reason the Construction of the said Property is not completed by the Builder, the Indemnifier shall indemnify the Bank by continuing to pay the instalments that he/she is liable to pay on the sanctioned amount every month on the due date failing which the Bank can take any action as it deems fit including recalling of the entire loan amount or approaching the Developer for cancellation of the Agreement for Sale executed with the Indemnifier.

The indemnifier shall indemnify the Bank on account of any delay in construction of the said property for any reason whatsoever including cancellation of booking by the Indemnifier. The indemnifier shall indemnify the bank in the event of any loss caused due to extra ordinary circumstances like any dispute / legal suit / force majeure circumstances, that may impair the completion of the property and result into the property not being completed.

In the event of the project not getting complete due to any circumstances or the cancellation / suspension of membership and the loan has got disbursed, the bank has the right to receive full refund with interest notwithstanding any right or claim of the Indemnifier, the Developer or any other party on the said Property.

This indemnity is executed on _____ day of _____ of _____ at _____ by _____, the indemnifier.

X _____

Indemnifier/Borrower

Witness : _____

POWER OF ATTORNEY

I, _____, S/o _____ aged about _____ years and permanently residing at _____,
SEND GREETINGS:

WHEREAS :

- a) I have availed loan from _____ Bank, _____ Branch and for this security furnished by me is as under _____ (details of property).
- b) I wish to transfer the said loan to Axis Bank Ltd., _____. Subsequently on request Axis Bank agreed for such a transfer of loan and issued cheque in favour of _____ Bank, clearing all the outstanding as on date.
- c) I am entitled to get the original title deeds back and such other documents in this regard.
- d) I am desirous of appointing some fit and proper person to act for me and do all necessary acts and things in connection with the collection of title deeds and other documents from the _____ Bank

NOW KNOW THE ALL MEN BY THESE PRESENTS WITNESSETH:

That I, the said _____ do hereby nominate, constitute and appoint Axis Bank, _____ (hereinafter referred to as "the Attorney") as my true and lawful Attorney for me and on my behalf to do all of the acts, deeds matters and things and to exercise all or any of the powers and authorities hereby conferred, that is to say:-

1. To collect the title deeds from the _____ Bank, _____ (details of branch). Title consisting of
 - i. _____
 - ii. _____
 - iii. _____
2. To collect and receive all the documents from the _____ Bank, _____ (details of branch). Documents consisting of
 - i. _____
 - ii. _____
 - iii. _____
3. To sign instruments and assurances which he shall consider necessary as may be required for fully and effectually for obtaining title deed of the property and other documents.

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

4. And I hereby agree to ratify and confirm all and whatever other act or acts my said attorney shall lawfully do, execute or perform or cause to be done, executed or performed in connection with the above said powers under and by virtue of this deed notwithstanding no express power in that behalf is hereunder provided.
5. I state that the Power of Attorney so granted shall be valid till such time the above purpose is achieved and thereafter this Power of Attorney shall stand automatically cancelled.

IN WITNESS WHEREOF, I, the said _____, have hereto signed (or, put my signature, or set my hand and seal at

_____ this _____ day of _____.

Signed, sealed and delivered
by the within named
in the presence of _____

X _____
1. Borrower

X _____
2. Borrower

X _____
3. Borrower

UNDERTAKING

I/We Shri/Smt/ Ms, _____ and Sri/Smt/Ms. _____ hereby state follows:

That we have taken housing Loan of Rs._____ from AXIS BANK LTD and that this is a take over from _____

I/We have already submitted my original property documents to the said _____ against the loan amount, which I/We have availed from them.

That the said _____ will release the original documents only after the complete outstanding amount is cleared.

That I/We hereby undertake as follows:

I/We hereby assure and would be personally responsible to hand over the following documents from the said _____ to the said AXIS BANK, within a period of _____ days after the entire loan outstanding is cleared.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

I/We hereby undertake to hand over to the said AXIS BANK LTD., the loan clearance Certificate/ No dues certificate which shall be issued by the said _____ after the loan account with them is closed.

I/We agree to bear all costs and expenses for retrieval of my original documents from the Sub-Registrar office and I authorized AXIS BANK LTD. to receiver the same from me/us if the same is required to be done by the representative of AXIS BANK LTD. upon failure on my/our part to recover the same.

Names and Signatures of the Deponents.

X _____

X _____

X _____

Date:

Place: