

# HOME LOAN AGREEMENT



Name \_\_\_\_\_

Account Number \_\_\_\_\_

### **INSTRUCTIONS FOR FILLING DOCUMENTS**

- All applications to be filled in English in CAPITAL LETTERS
  - Any amendments/overwriting to be countersigned
- Documents to be stamped/franked with appropriate stamp duty as applicable

## INDEX

<input type="checkbox"/>	<b>HOME LOAN AGREEMENT</b>	<b>5</b>
<input type="checkbox"/>	NRI-SIMPLE HOME LOAN (ANNEXURE I)	14
<input type="checkbox"/>	SHORT AND SWEET HOME LOAN (ANNEXURE II)	17
<input type="checkbox"/>	BOOSTER HOME LOAN (ANNEXURE III)	20
<input type="checkbox"/>	SCHEDULE/KEY FACT STATEMENT	22
<input type="checkbox"/>	<b>BALANCE TRANSFER</b>	<b>26</b>
<input type="checkbox"/>	AUTHORISATION LETTER	27
<input type="checkbox"/>	BORROWER INDEMNITY	29
<input type="checkbox"/>	<b>SECURITY CREATION</b>	<b>32</b>
<input type="checkbox"/>	POWER OF ATTORNEY	33
<input type="checkbox"/>	MEMORANDUM OF DEPOSIT OF TITLE DEEDS	36
<input type="checkbox"/>	DECLARATION-CUM-UNDERTAKING	39
<input type="checkbox"/>	<b>OTHERS</b>	<b>41</b>
<input type="checkbox"/>	AFFIDAVIT-CUM-UNDERTAKING-READY TO OCCUPY PROPERTIES	42
<input type="checkbox"/>	SCHEDULE OF CHARGES	43
<input type="checkbox"/>	DIRECT DEBIT MANDATE FORM	46
<input type="checkbox"/>	NATIONAL AUTOMATED CLEARING HOUSE FORM (NACH)	48
<input type="checkbox"/>	DEBIT CARD APPLICATION	50
<input type="checkbox"/>	DISBURSEMENT REQUEST FORM	52
<input type="checkbox"/>	BORROWER DECLARATION-VERNACULAR SIGNATURE	54

SPECIMEN

## HOME LOAN AGREEMENT

This Agreement made and executed and/or deemed to be executed at the place and on the date set out in the Schedule hereto between “**Borrower** and **Co-Borrower** whose details are given in Schedule hereunder, of the First Part;

### AND

**IDFC BANK LIMITED**, a company registered within the meaning of the Companies Act, 2013 and a banking company within the meaning of Banking Regulation Act, 1949 having its Registered Office at KRM Tower, 7th Floor, No. 1, Harrington Road, Chetpet, Chennai - 600 031, Tamil Nadu, India and among others, a branch office at the place specified in Schedule hereto (hereinafter called “**The Bank**” which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the Second Part.

The Borrower/Co-Borrower and the Bank are hereinafter collectively referred to as ‘**Parties**’ and individually as the ‘**Party**’.

**WHEREAS**, the Borrower has/have approached the Bank for grant/sanction of loan for the amount and the purpose (“**Purpose**”) as stated in the Schedule hereto which the Bank, has vide Sanction Letter agreed to grant/extend to the Borrower. The Parties hereto are desirous of recording the terms and conditions in relation to the Loan to be made by the Bank to the Borrower on the terms and conditions hereinafter contained.

**NOW, THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS-**

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, unless the context otherwise requires, the following terms wherever used including the recitals, shall have the following meanings:
  - a. “**Agreement**” means this agreement read together with Annexure(s) and Schedule to this agreement.
  - b. “**Applicable Rate of Interest**” means the Fixed Rate of Interest or the Floating Rate of Interest applicable to the Loan.
  - c. “**Application**” means duly filled in application form including all particulars and documents submitted by the Borrower to the Bank for the purpose of availing the Loan.
  - d. “**Annexure**” means the annexure(s) to this Agreement as amended/modified from time to time, which shall form an integral part thereof.
  - e. “**Availability Period**” shall mean the period, as specified in the Schedule during which the Loan shall remain available for drawal.
  - f. “**Borrower**” means one or more individual(s) sole proprietorship firm, a partnership firm, HUF, a limited liability partnership or a limited company whose name(s) and address(es) is/ are stated in Schedule to this Agreement and Borrower, unless repugnant to the subject or context thereof shall be deemed to include legal heirs, representatives, administrators, successors and permitted assigns of the Borrower.
  - g. “**Branch**” means the branch of the Bank at the place mentioned in the Schedule where the Loan is sanctioned/dispensed and shall include any other branch where the Loan Account may be maintained or transferred from time to time at the sole discretion of the Bank.
  - h. “**Business Day**” shall mean a day on which the Branch is open for general business as well as for the purposes of payment, settlement and clearing. In case, any date for payment of any dues under this Agreement falls on a day that is not a Business Day, such payments shall be made on the next Business Day.
  - i. “**Co-Borrower**” means one or more individual(s), sole proprietorship firm, a partnership firm, HUF, a limited liability partnership or a limited company whose name(s) and address(es) is/are stated in Schedule to this Agreement and Co-Borrower, unless repugnant to the subject or context thereof shall be deemed to include legal heirs, representatives, administrators, successors and permitted assigns of the Borrower.
  - j. “**Conversion Charges**” means the fee, if any, paid/to be paid by the Borrower to the Bank for the purpose of conversion of Applicable Interest Rate from Fixed Rate of Interest to Floating Rate of Interest or vice versa.
  - k. “**Default Interest Rate**” means the interest at the rate as mentioned in Schedule payable by the Borrower to the Bank over and above the Applicable Rate of Interest upon happening of any event of default as mentioned in Clause 8.1.
  - l. “**Equated Monthly Instalment (EMI)**” means the amount of pro-rated monthly payment consisting of principal amount of the Loan and/or interest payable thereon.
  - m. “**Fixed Rate of Interest**” means the specific rate of interest applicable on the Loan for specific tenure mentioned in the Schedule.
  - n. “**Floating Rate of Interest**” means the rate of interest applicable on the Loan calculated on the Marginal cost lending rate (MCLR), as changed from time to time, plus the margin mentioned in the Schedule.
  - o. “**Loan**” means the financial assistance sanctioned under this Agreement for the amount and Purpose as mentioned in the Schedule.

- p. **“Loan Account”** means account opened by the Bank in the name of the Borrower pursuant to the sanction of the Loan and to be operated in accordance with the terms hereof.
- q. **“Marginal cost lending rate (MCLR)”** means the interest rate announced by the Bank from time to time as its Marginal cost lending rate (MCLR).
- r. **“Pre-Equated Monthly Repayment Interest (P-EMI)”** means interest, at the rate indicated in the Schedule, on the Loan from the date/dates of disbursement of the Loan to the date immediately prior to the date of commencement of EMI.
- s. **“Property”** shall mean the property more specifically described in the Schedule with all the common areas/easements privileges/development rights/benefits/fixtures and fittings/buildings and structures, present and future, all tangible and/or intangible properties, all accretions, additions, accessories, fixtures and fittings, buildings, structures constructed or erected thereon, whether owned, acquired/occupied or to be owned/acquired/occupied by the Borrower (whether financed by the Bank in whole or in part, or not and/or such property(ies) as may be substituted instead of or added to such property(ies) or both, with the Bank’s consent.
- t. **“Sanction Letter”** means the letter, if any, issued by the Bank and accepted by the Borrower, in connection with the Loan and would include any variations and amendments thereto, from time to time. Sanction Letter shall form an integral part of this Agreement and shall always be read in conjunction with the same.
- u. **“Schedule”** means the schedule(s) to this Agreement as amended/modified from time to time, which shall form an integral part thereof.
- v. **“Security”** means security created or agreed to be created by the Borrower in favour of the Bank to secure the Loan and/or the performance of the engagement under this Agreement.

**1.2.** Unless a contrary indication appears, any reference in this Agreement to:

- a. All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the Schedule/relevant Annexure(s);
- b. Any expression not defined herein but defined in the General Clauses Act, 1897, the meaning or interpretation assigned to such expression therein shall also carry the same meaning herein;
- c. A person includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
- d. The singular includes the plural (and vice versa);
- e. Reference to the masculine gender includes references to the feminine gender and the neuter gender and vice versa.
- f. Unless the context require or otherwise specifically mentioned, reference to the Borrower shall include Co-Borrower as well;
- g. In the event of any disagreement or dispute between the Bank and the Borrower regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Bank as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Borrower.

**2. LOAN AMOUNT**

The Borrower agrees to borrow from the Bank and the Bank agrees to grant to the Borrower, the Loan upon the terms and conditions mentioned in this Agreement.

**3. DISBURSEMENT**

**3.1.** The Bank shall, subject to the provisions of this Agreement and unless agreed between the Borrower and the Bank otherwise, disburse the Loan in one or more tranches by issuing a Banker’s Payment Order or a Demand Draft crossed as “A/c Payee only” or National Electronic Fund Transfer or Real Time Gross Settlement Systems:

- a. 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 Loan; or
- b. 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 or repair or extension of the Property; or
- c. In the name of the previous financier towards the repayment of the previous loan to be taken over by utilising the Loan; or
- d. In the name of the Borrower/Co-Borrower, at the discretion of the Bank.  
The disbursement made in terms of (a) to (c) above shall be deemed to be a disbursement to the Borrower. The Borrower shall be required to make disbursement request to the Bank as per the tentative disbursement schedule mentioned in the Schedule. However, in case of any dispute, the decision of the Bank shall be final.

**3.2.** The Bank may not disburse or further disburse, at any time, any amount under the Loan unless the following conditions are complied with in the sole discretion of the Bank:

- a. The Borrower shall have duly executed and delivered this Agreement to the Bank;
- b. The Borrower shall have satisfied the Bank of the Borrower’s clear and marketable title to the Property;
- c. If required by the Bank, the Borrower shall have submitted to the Bank the certificate issued by the architect approved by the Bank with respect to the progress of construction of the Property.

- d. The Borrower shall have submitted to the Bank a certificate of employment from his employer and his financial statements;
- e. The Borrower shall have submitted to the Bank post-dated cheques, standing instructions, electronic clearing system towards repayment of EMIs / P-EMIs amount;
- f. No event of default shall have occurred;
- g. The Borrower shall have assigned in favour of the Bank, the insurance policy(ies) as may be required by the Bank;
- h. Any other document or writing as the Bank may require in its sole discretion.

**3.3.** Notwithstanding, anything to the contrary contained herein, the Borrower does hereby confirm that the disbursement shall be deemed to have been made on the date on which the Bank debits the Loan Account simultaneously with the disbursement of the Loan in terms of Clause 3.1 without the Bank concerning itself with the receipt/realisation of such disbursement by the beneficiary/recipient.

**3.4.** The Borrower agrees and undertakes that in case the Loan is not withdrawn during Availability Period, the Bank shall be entitled to withhold and/or cancel fully and absolutely any further disbursement under the Loan. In such an event, the Bank shall be entitled to recall any disbursed amount of the Loan together with interest, fees, costs, charges and expenses and all other amounts payable under this Agreement.

**3.5.** Notwithstanding, anything to the contrary contained herein, the Bank shall not in any event or circumstance be liable or be construed as being liable to disburse any amount beyond the Loan amount for any reason whatsoever.

#### **4. INTEREST, FEES/CHARGES/COSTS ETC.**

##### **4.1. Interest**

- a. The Borrower shall pay to the Bank, interest on the principal amount of the Loan outstanding from time to time at a rate equal to the Applicable Rate of Interest as mentioned in the Schedule.
- b. The Borrower is aware and confirms with the Bank that in case of Floating Rate of Interest, the Applicable Rate of Interest shall change as and when there is any change/reset in the MCLR. The Borrower shall be deemed to have notice of such change whenever the same is announced/notified/displayed by the Bank on its website/Branch or otherwise. The change in the Applicable Rate of Interest on account of the aforesaid shall become effective from the EMI payment date falling next after such reset.
- c. The Borrower agrees that in case the Applicable Rate of Interest is Fixed Rate of Interest, post completion of the fixed rate tenure mentioned in the Annexure, the Borrower will have an option to continue at the then applicable fixed/floating rate by communicating the same, in writing, to the Bank. If no such communication intimation is received from the Borrower, the Bank shall be at liberty to charge interest at the then Floating Rate of Interest. Notwithstanding the same, the Fixed Rate of Interest may in the sole discretion of the Bank be altered suitably and prospectively, on account of changes in the internal policies of the Bank or if unforeseen or extraordinary changes in the money market conditions take place or any change in any applicable laws or regulations or due to any other reason whatsoever. If the Borrower is not agreeable to the revised rate by the Bank then within fifteen Business Days of receipt of the notice from the Bank intimating the change, the Borrower shall request the Bank to terminate the Loan and shall repay the Loan together with interest, cost and such other amounts as may be due to the Bank in full in accordance with the provisions of this Agreement relating to Prepayment.
- d. Notwithstanding anything to the contrary contained in this Agreement, the interest payable by the Borrower shall be subject to the changes in rate of interest made by the Reserve Bank of India from time to time.
- e. Interest on the Loan shall begin to accrue simultaneously with the Bank's disbursement of the 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.
- f. Interest on the Loan shall be computed and debited to the Loan Account as following-
  - i. On the day of each calendar month/quarter/half year/year as stated in the Schedule;
  - ii. Taking the basis of 365 or 366 days in a year, as may be applicable;
  - iii. On the amount outstanding on the last day of the preceding period of one month/quarter/half year/year as stated in the Schedule.
  - iv. Interest from the date of disbursement till the commencement of the EMI shall be payable every month as per the P-EMI mentioned in the Schedule, if applicable.
- g. The Bank may charge Default interest on the amounts due at the Default Rate of Interest in accordance with the terms of this Agreement.

##### **4.2. Fees/Charges/Costs**

- a. The Borrower has paid/agreed to pay as and when demanded by the Bank the processing charges, service charges, disbursement charges, collection charges, penalties (if any), registration charges, other charges/fees/costs etc. as mentioned in the Schedule/Annexures/Sanction Letter or as specified by the Bank from time to time. The Borrower understands and agrees that the foregoing charges/fees/costs may be revised by the Bank from time to time. The processing fees, service charge and/or other charges/fees/costs shall be non-refundable and would be payable to the Bank whether or not the Loan has been drawn down.
- b. The Borrower agrees and covenants with the Bank that the Bank, may at its sole discretion, require the Borrower to promptly pay (a) the applicable stamp duty on this Agreement and also on such other documents as may be executed in relation to or incidental to these presents; (b) all present and future taxes which may include any duties, expenses and other charges whatsoever in relation to this Agreement, the Loan, the Property and/or the Security and (c) all other charges, costs and expenses from time to time specified by the Bank (including all costs and expenses incurred or paid by the Bank) in relation to this Agreement and/or any Security including those incurred for repossession and/or sale of Property and/or any Security and/or for recovery of the Loan or any part thereof. In case of failure of the Borrower to pay the foregoing, the Bank shall be entitled to debit all other amounts due and payable by the Borrower under this Agreement to the Loan Account and the same shall form part of the Loan.

## 5. REPAYMENT

- 5.1. The 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) shall be repayable by the Borrower to the Bank-
  - a. At the Branch (or at any other branch of the Bank or at any other place as may be notified by the Bank) by way of post-dated cheque and/or standing instruction and/or electronic clearing system or in any other manner as the Bank may specify from time to time in writing.
  - b. By way of EMI as mentioned in the Schedule towards repayment of principal and interest; and
  - c. During the Principal Moratorium Period, by way of amount calculated as per P-EMI and as mentioned in the Schedule, in case where the Loan is proposed to be paid before the commencement of EMI or towards repayment of interest before the commencement of the EMI.
  - d. Unless otherwise agreed to/by the Bank, any amount due and payable or received by the Bank, shall be adjusted/ appropriated in following order without any prior intimation to the Borrower: Firstly, towards costs, charges, expenses and other monies due and payable by the Borrower to the Bank; Secondly towards overdue and penal interest due and payable and/or accruing and payable to the Bank; Thirdly towards interest due and payable and or accruing due and payable to the Bank; Lastly towards repayment of the amount of instalments of the Principal due and payable by the Borrower to the Bank;
- 5.2. No notice, reminder or intimation will be given to the Borrower regarding the Borrower's obligation to service the Loan/ other dues under this Agreement on each due date.
- 5.3. Notwithstanding anything to the contrary contained in this Agreement, the Borrower agrees that the Bank shall have the right at any time or from time to time to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof.
- 5.4. The Borrower also undertakes and agrees to pay the interest on the Loan and other costs/charges under this Agreement, free from any deduction whether on account of tax or otherwise. Should any applicable law at any time require any deduction or withholding to be made from a payment, Borrower's liability in respect of such payment shall be for a revised amount such that after making of such deduction or withholding, the net payment shall be equal to the amount which the Bank would have received, had no such deduction or withholding been made. The Borrower shall hold the Bank harmless and fully indemnified for any claim which may be made in this regard by any tax authorities and undertake to pay forthwith any such demands which the Bank may become liable to pay. If the Borrower fails to pay the amount so demanded by the Bank, then the Borrower hereby authorises the Bank to enforce the Security, for the purpose of recovery of the said tax amount.
- 5.5. The Borrower agrees and confirms the amounts payable by the Borrower in terms of the Agreement under various heads towards diverse costs and charges and is aware that all amounts so paid by the Borrower shall be treated by the Bank as conclusive payments by the Borrower towards those respective costs and charges. The Borrower agrees that if at any time it is discovered that there are any amounts due to the Bank for which credit was erroneously passed by the Bank, then notwithstanding any No objection certificate (NOC) etc. that may have been issued by the Bank, the Bank shall be entitled to claim such amounts from the Borrower and the Borrower shall make such payment on a demand by the Bank to that effect.
- 5.6. All the charges levied by the Bank/indicated in the Agreement including but not limited to the processing charges, service charges, disbursement charges, collection charges, penalties (if any), registration charges, Post Dated Cheque (PDC)/ Standing Instruction (SI)/Electronic Clearing System (ECS) dishonor charges, swap charges and other charges/fees/costs etc. shall be exclusive of all taxes and statutory levies as may be applicable on the same including but not limited to Goods & Service Tax and cusses thereon and shall become payable only upon the Bank exercising its right to levy the same, which may be reflected in the periodic account statements sent or in separate advices or other similar document. No delay or omission to exercise any right, power or remedy accruing to IDFC upon any breach or default of the customer(s) under this Agreement shall impair any such right, power or remedy of IDFC either under this Agreement or generally under any other law in place for the time being in force. Any waiver/acquiescence in respect of the Specified Event, relating to the levy of Charges, under this Agreement shall be at sole discretion of IDFC whether or not under intimation to the customer(s). IDFC further reserves the right to modify the Charges including addition of further category of similar Charges or waiver of any such Charges at its sole discretion, in connection with any Specified Event. The customer(s) absolutely and irrevocably acknowledges and consents that it shall be bound by any such modification in the nature or extent of Charges even if it the same is not expressly documented or intimated and the same shall be deemed to be an alteration/modification to the terms of this Agreement.
- 5.7. The Borrower agrees, declares and confirms that, notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable law, or any terms and conditions to the contrary contained in this Agreement, the Bank may, at its absolute discretion, appropriate any payments made by the Borrower under this Agreement/any amounts realized by the Bank by enforcement of Security or otherwise, towards the dues payable by the Borrower to the Bank under this Agreement and/or other agreements entered into between the Borrower and the Bank and in any manner whatsoever.
- 5.8. Delay/default in payment of P-EMI/EMI etc.  
In the event of default/delay in payment of any P-EMI(s)/EMI(s) or other monies payable under this Agreement such defaulted amount shall carry Default Interest Rate, computed from the respective due dates and shall be compounded on daily basis.
- 5.9. Post Dated Cheque (PDC)/Standing Instruction (SI)/Electronic Clearing System (ECS):
  - a. All the payments, if the Bank so decides, may be collected through PDCs which shall be handed over at Branch and submission of such PDCs shall be deemed to be an unconditional and irrevocable authority given by the Borrower to the Bank to present the cheques on their respective dates. The Bank shall have the authority to fill and finalise all such instruments. The expression PDC shall wherever the context so requires shall be deemed to include 'Electronic Clearing System' and 'Standing Instruction'.
  - b. The Borrower shall submit with the Bank such minimum number of PDCs as may be prescribed by the Bank from time to time. Such PDCs shall be deemed to have been given for adequate consideration already received by the Borrower and



shall not absolve the Borrower from its liability to pay the said sums hereunder until the PDC is duly realized.

- c. It is expressly agreed and understood that the Borrower shall at no time issue any communication to the Bank for stopping or postponing the presentment of the PDCs and the Bank is not bound to take notice of any such communication and which, if issued, will be regarded as a breach of this Agreement.
- d. The Borrower agrees in the event of any dishonour of PDC/SI/ECS instruction the Borrower agrees to pay dishonour charges as shall be intimated by the Bank to the Borrower, in addition to any Default interest that may be levied by the Bank.
- e. The Borrower undertakes that in the event of any variation in:
  - i. The date of payment of P-EMI/EMI or any other amount payable under this Agreement;
  - ii. The amount of interest, principal or P-EMI(s)/EMIs;
  - iii. The numbers thereof; or
  - iv. The value of the Property,
 or if otherwise required by the Bank, the Borrower shall forthwith issue fresh PDCs/ ECS/SI instructions to the Bank as may be required by the Bank.
- f. If the Borrower at any time during the tenure of the Loan, wishes to replace any PDC with another then the Borrower will be required to pay swap charges as may be determined by the Bank for every PDC so replaced. It is clarified that it shall be at the sole discretion of the Bank to either replace the PDC or to refuse the same.
- g. The Borrower hereby undertakes that the Borrower shall not close the account on which the PDC/SI/ECS is issued and also shall not change the authorized signatory/ies to the said account without the prior consent of the Bank.
- h. Notwithstanding anything to the contrary contained in this Agreement and irrespective of the mode of repayment selected by the Borrower, upon any default by the Borrower in repayment of any of the EMI/PEMI/any other amount due under the Agreement, the Bank shall be entitled, without prejudice to its other rights under the Agreement or law, to present and/or re-present the PDC issued by the Borrower in favour of the Bank.
- i. The Borrower shall not demand any return of the said PDCs or any other documents provided to the Bank in relation to the Loan at any point of time; in case of foreclosure of Loan, such PDCs will be destroyed by the Bank.

#### **5.10. Prepayment of Loan**

- a. The Bank may, at its sole discretion and on such terms as to pre-payment fees, etc., as it may prescribe from time to time, permit pre-payment or acceleration of P-EMIs/EMIs at the request of the Borrower. Subject to the applicable laws and if permitted by the Bank, the Borrower shall pay to the Bank such pre-payment charges mentioned in the Schedule, as amended from time to time.
- b. Subject to above, if the Borrower pre-pays only a part of the Loan, the Bank shall be entitled to adjust the amount pre-paid against the amount payable by the Borrower in such manner as the Bank thinks fit. In such an event the Bank shall be entitled to reschedule the repayment schedule at its sole discretion and the Borrower agrees to adhere to such altered re-payment schedule.

#### **5.11. Recall of the Loan by the Bank:**

The Borrower agrees that the Bank shall be entitled to, at any time, in its discretion, recall the Loan by giving to the Borrower notice in writing. It is specified that the repayment schedule set out in the Schedule is without prejudice to the Bank's right to recall the entire Loan and to demand payment of the Loan. Upon the expiry of the period of notice, if any given, the Loan Amount immediately stand repayable by the Borrower to the Bank.

### **6. SECURITY**

- 6.1. The repayment of the Loan, interest, Default interest, fees, costs, charges and expenses and all other amounts payable under this Agreement to the Bank shall be secured by:
  - a. Way of first exclusive charge by way of mortgage in favour of the Bank over the Property
  - b. Any other security as specified in the Schedule or as may be specified from time to time by the Bank.
- 6.2. The Borrower shall furnish such bonds, promissory notes, undertakings and other documents as may be required by the Bank from time to time for the purpose of securing the Loan.
- 6.3. The Bank shall have the right to decide, at its sole discretion the place, timing and the manner of creation of mortgage over the Property or creation of any other security/additional security by the Borrower for securing the Loan and all other amounts under this Agreement.
- 6.4. The Bank shall be entitled to call upon the Borrower and the Borrower shall be liable to furnish to the Bank additional security as decided by the Bank in the event of the dues being more than the market value of the Security (as may be assessed by the Bank from time to time and the same shall be final and binding on the Borrower) or otherwise required by the Bank.
- 6.5. The Borrower shall not sell, charge, lease, surrender, assign, transfer, let, further encumber or otherwise howsoever alienate, transfer, create interest in favour of any other person or deal with/in the Property/Security or any part thereof during the continuation of the obligations under this Agreement.
- 6.6. The Borrower shall, if required by the Bank, (i) comprehensively insure and keep insured the Property with an insurance company against loss by fire, earthquake, floods and any loss or damage to the Property due to any force majeure or Act of God or other damages; (ii) obtain insurance cover against the risk of death and injury to the Borrower, with the Bank as sole beneficiary and submit to the Bank original insurance policy document(s) and premium payment receipts thereof.
- 6.7. The Security (created or cause to be created) shall remain a continuing security to the Bank binding upon the Borrower and shall not be discharged by intermediate payment by the Borrower or any settlement of accounts by the Borrower and shall be in addition and not in derogation of any other security which the Bank may at any time hold in respect of the dues and be available to the Bank until all accounts between the Bank and the Borrower are ultimately settled.
- 6.8. The Borrower acknowledges that in the event of repayment by the Borrower of the Loan and other amounts due under this

Agreement but there being any outstanding by the Borrower under any other financial facility availed of by the Borrower from the Bank or any other person from the Bank for which the Borrower has extended his guarantee, then in such event, the Bank shall not be obliged to release the Security and the Borrower hereby authorizes the Bank to extend the Security to cover such outstanding financial facility.

## **7. BORROWER'S REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS**

- 7.1.** With a view to induce the Bank to grant the Loan, the Borrower, hereby represents/warrants to/ covenants/ undertakes with the Bank that -
- a. Information furnished in the Application is true and complete in all respects;
  - b. All consents, approvals, clearances, permissions, authorizations or requirements required in connection with the execution and validity of this Agreement and for creation / perfection of Security in favour of the Bank have been obtained and are in full force and effect;
  - c. There has been no material adverse change in the financial position of the Borrower nor has any event taken place which is prejudicial to the interest of the Bank which is likely to materially and/or adversely affect the ability of the Borrower to perform all or any of its obligations under this Agreement.
  - d. The Loan shall be utilised only for the Purpose.
  - e. The Borrower shall allow any person authorized by the Bank to have free access to the Property for the purpose of inspection/ supervision of the Property;
  - f. There are no pending claims demands litigation or proceedings against the Property before any court or authority;
  - g. The Borrower 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;
  - h. The Borrower/Co-Borrower is (when the Property is in existence) or shall be (when the Property shall come in existence upon the proposed utilization of the Loan) absolutely seized and possessed with and sufficiently entitled to the Property and shall not during the tenure of this Agreement create any encumbrance over the Property or any part of it. The Borrower 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;
  - i. There are no mortgages, lien, charges or other encumbrances or any other rights of way, light, water or other easements or right of support on the whole or any part of the Property, save and except those as may be disclosed to the Bank.
  - j. Any third party rights created by the Borrower over the Property or any part of it (including by way of license or tenancy or use as guest house or otherwise) shall be subject to the charge of the Bank over the Property.
  - k. The Borrower shall not change the residential status of the Property and maintain the Property in good order and habitable condition and shall also duly pay all taxes and other duties payable in relation to the same. The Borrower shall submit with the Bank documentary evidence towards payment of the forgoing;
  - l. The Borrower shall file Notice of Intimation or such other details in respect of mortgage created/to be created over the Property with the concerned registrar and any other authority as required by the applicable laws and the Bank;
  - m. The Borrower shall whenever required by the Bank submit statements of annual income certified and audited by a practicing chartered accountant along with a copy of the tax returns filed with the income tax authorities duly certified by such chartered accountant and such other information/ documents concerning employment, trade, business, profession or otherwise as the Bank may require from time to time;
  - n. Wherever applicable, the Borrower shall inform the Bank of any likely change in his employment or about his/her superannuation/retirement.
  - o. The Borrower shall (in case of more than one borrower) be jointly and severally liable to repay the Loan, interest and all other sums due and payable under this Agreement and to observe its terms and conditions;
  - p. Wherever applicable, the Borrower shall notify the Bank regarding the change in his/her/their status as a resident/ non-resident Indian. In case of being non-resident Indian/person of India origin, shall abide by and fulfil the provisions of Foreign Exchange Management Act, 1999, as amended from time to time and all other applicable laws with respect to purchasing, retaining, using, selling immovable property in India and repatriating proceeds outside India and shall indemnify and keep indemnified the Bank in that behalf.
  - q. All the amounts including the amount of own contribution paid/payable in connection with the Property as well as the Security is/shall be through legitimate source and does not/shall not constitute an offence of money laundering under the Prevention of Money Laundering Act, 2002.
  - r. The Borrower hereby certifies that he/it/they have declared his/its/their status as per the rules applicable under section 285BA of the Income Tax Act, 1961 (the Act) as notified by Central Board of Direct Taxes (CBDT) in this regard.
  - s. The Borrower certifies that the information provided by the Borrower to the Bank is to the best of the Borrower's knowledge and belief, true, correct and complete and that the Borrower has not withheld any material information that may affect the assessment/categorization of the account as a reportable account or otherwise.
  - t. The Borrower undertakes the responsibility to declare and disclose within 30 days from the date of change, any changes that may take place in the information provided to the Bank.
  - u. The Borrower also agrees that failure to disclose any material fact known to the Borrower, now or in future, may invalidate the Borrower's application and the Bank would be within its right to put restrictions in the operations of the Loan Account or close it or report to any regulator and/or any authority designated by the Government of India (GOI) /Reserve Bank of India for the purpose or take any other action as may be deemed appropriate by the Bank if the deficiency is not remedied by the Borrower within the stipulated period.
  - v. It shall be the responsibility of the Borrower to educate himself/itself/themselves and to comply at all times with all relevant laws relating to Foreign Account Tax Compliance Act (FATCA)/(CRS) reporting.
  - w. The Borrower also agrees to furnish and intimate to the Bank , any other particulars that are called upon the Borrower to provide on account of any change in law either in India or abroad in the subject matter herein.
  - x. The Borrower indemnifies the Bank for any loss that may arise to the Bank on account of providing incorrect or incomplete information.
  - y. The Borrower shall not, in case the Borrower being a Company, permit any change in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower shall change in any manner whatsoever, without the prior written consent of the Bank;

- z. The Borrower shall not, in case the Borrower being a Company, decide or enter into any scheme of merger, amalgamation, compromise or reconstruction without the prior written consent of the Bank;
- aa. The Borrower shall not, in case the Borrower being a Company, make any amendments in the Borrower's Memorandum and Articles without the prior written consent of the Bank;
- bb. The Borrower shall not, in case the Borrower being a Company, declare any dividend if any instalment towards principal or interest remains unpaid on its due date;
- cc. The Borrower shall not, in case the Borrower being a limited liability partnership, make any changes in the LLP Agreement, constitution of the firm, composition of its partners and the registered office of the Borrower without the prior written consent of the Bank;
- dd. In case the Borrower being a limited liability partnership, the Borrower confirms that the Bank has sanctioned the Loan to the Borrower by relying upon inter alia the provisions of section 33(2) of the Limited Liability Partnership Act, 2008 and in the event that any modification is carried out by the Borrower in the LLP Agreement without notice to the Bank, the Bank would enforce the obligations of the Borrower and the partners against each of the partners in their individual capacity.
- ee. The Borrower shall not, in case the Borrower being a partnership firm, change the composition of its partners;
- ff. Except to the extent disclosed to the Bank : (i) all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arms' length basis; (ii) (a) where the Borrower is an individual, he/she is not a director or specified near relation of a director of a banking company; (b) where the Borrower is a partnership firm/HUF/limited liability partnership firm, none of the partners or members of the HUF is a director or specified near relation of a director of a banking company; and (c) where the Borrower is a joint stock company, none of its directors, is a director or specified near relation of a director of a banking company; (iii)(a) where the Borrower is an individual, that he/she is not a specified near relation to any senior officer of the Bank, (b) where the Borrower is a partnership firm/HUF/limited liability partnership firm, none of the partners or members of the HUF, is a specified near relation of any senior officer of the Bank, and (c) where the Borrower is a joint stock company, none of its directors, is a specified near relation of any senior officer of the Bank
- gg. The Borrower shall ensure that neither the Borrower nor any director/partner/member of the Borrower has been declared a wilful defaulter; in case any director/partner/member has been declared as a wilful defaulter, the Borrower shall take expeditious steps for removal of such person
- hh. The Borrower 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.
- ii. The Borrower acknowledges and accepts the rates of interest and its calculation method, other fees, charges and all other amounts payable as per the terms of this Agreement as reasonable and the Borrower has understood the meaning of each terms and financial implications, amounts payable and liabilities and obligations created under this Agreement.

## 8. EVENTS OF DEFAULT AND CONSEQUENCES THEREOF

- 8.1.** The Bank may by a written notice to the Borrower, declare all sums outstanding under the Loan (including the principal, interest, charges, expenses) to become due and payable forthwith and enforce the Security 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 EMI / P-EMI / any amount when due and payable under this Agreement;
  - b. If the Borrower fails to submit the requisite number of PDCs or if any of the PDC is dishonoured.
  - c. Delay in commencement, construction or completion of the construction/purchase/modification of the Property.
  - d. 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;
  - e. The Borrower defaults in performing any of his obligations under this Agreement or breaches any of the terms or conditions of this Agreement or any other security documents, undertakings etc. executed in favour of the Bank;
  - f. The death, insolvency, failure in business, commission of an act of bankruptcy, order for winding up, dissolution (in case of partnership firms), general assignment for the benefit of creditors, if the Borrower suspends payment to any creditors and/or the Borrower threatening to do so and/or the filing of any petition in bankruptcy/winding up/dissolution of by, or against the Borrower and the same is not withdrawn within 30 days of being admitted;
  - g. Any Representations, Warranties etc. herein being found to be or becoming incorrect or untrue;
  - h. If the Borrower fails to create the Security as provided herein or if the Property is destroyed, sold, disposed of, charged, encumbered, alienated, attached or restrained in any manner or if the value of the Property or any Security 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;
  - i. If any consent, authorisation, approval or license of or registration with or declaration to governmental or public bodies or authorities required by the Borrower in connection with the execution, delivery, validity, enforceability or admissibility in evidence of this Agreement or the performance by the Borrower of its obligations hereunder is modified in a manner unacceptable to the Bank or is not granted or revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect;
  - j. An event of default howsoever described occurs under any other agreement or document relating to any indebtedness of the Borrower with the Bank or other lenders, if any.
  - k. Any other event likely to have materially adverse effect on the ability of the Borrower to make payments under this Agreement.

## 8.2. Consequences of default:

- a. In the event of any default as mentioned in Clause 8.1 above the Bank shall have the right to:
  - i. Cancel/Recall the entire Loan and declare all monies outstanding under this Agreement to be due and immediately payable;
  - ii. Take possession of the Security so created whether by itself or through any of the recovery agents or attorneys as may be appointed by the Bank and alienate sell, transfer the same.
  - iii. Take any other action as it may deem fit for recovery of its dues and enforcement of the Securities.

- b. The Bank shall be entitled to take possession of the Property, irrespective of whether the Loan has been recalled whenever in the opinion of the Bank, there is an apprehension of any money not being paid or the Security being jeopardised.
- c. In addition to the rights and remedies the Bank may have under this Agreement, the Bank shall be irrevocably entitled and authorised to require the employer of the Borrower to make deductions from the salary/wages payable by the employer to the Borrower and remit the same to the Bank until the entire outstanding dues of the Borrower under this Agreement are completely discharged. The Borrower undertakes and agrees not to raise any objection to such deductions.

### **8.3. Set Off**

Without prejudice to what is stated herein, the Borrower hereby expressly agrees and confirms that in the event of the Borrower failing to pay the amount outstanding under the Loan or any other loan/ facility, whether as borrower or guarantor or otherwise, in addition to any general or similar lien to which the Bank or any of its subsidiary/affiliates may be entitled by law, the Bank shall, without prejudice to any of its specific rights under any other agreements with the Borrower, at its sole discretion and without notice to the Borrower, be at liberty to apply any other money or amounts standing to the credit of the Borrower in any account (including fixed deposit account) of the Borrower (whether singly or jointly with another or others) with the Bank or any of its subsidiary/affiliates in or towards payment of the monies due from the Borrower. The rights of the Bank under this Agreement are in addition to other rights and remedies (including without limitation other rights or set off) which the Bank may have under applicable law or otherwise.

### **9. APPOINTMENT OF THE BANK AS THE BORROWER'S ATTORNEY**

The Borrower shall appoint the 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. The powers so vested in the Bank shall be irrevocable and subsist in favour of the Bank till all dues of the Borrower to the Bank are fully satisfied.

### **10. ASSIGNMENT AND TRANSFER**

The Bank shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the Loan and outstanding amounts under the Loan or any other rights under this Agreement or any other document pursuant hereto to any person in a manner or under such terms and conditions as the Bank may decide in its sole discretion. The Borrower shall not transfer or assign the rights under this Agreement without previous written consent of the Bank.

### **11. DISCLOSURE/SHARING OF INFORMATION**

- 11.1. The Borrower irrevocably agrees and consents to the Bank at any time and in any manner disclosing and/or making available to any agencies, bureaus, affiliates or subsidiaries of the Bank, associations and other persons whosoever any information (including personal and financial information) and documents of or relating to the Borrower, including any credit information, in such cases where the Bank considers appropriate including where such disclosure is permitted or required by or under law or where the Bank is of the view that the interests of the Bank require such disclosure or for furnishing such information and documents for preparation, publication and distribution of credit reports and credit opinions relating to the Borrower to other persons including banks and financial institutions. The provisions of this clause shall survive termination of this Agreement. The Bank shall also have a right to obtain similar information/reports relating to the Borrower from credit agencies, credit bureaus, other banks and financial institutions as the Bank may deem fit.
- 11.2. The Borrower agrees that if the Borrower commits any breach of any provision of this Agreement or any default or delay in the repayment of the Loan or any amount payable under this Agreement whatsoever which the Borrowers is liable to pay, the Bank shall have the unqualified right to disclose or publish the Borrower's name and particulars (including photographs and particulars of accounts), as a defaulter in such manner as the Bank may deem fit.
- 11.3. The Borrower understands that:
  - a. the Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them, and
  - b. The Credit Information Bureau (India) Ltd. and any 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.

### **12. MISCELLANEOUS**

- 12.1. Appointment of third parties by the Bank  
The Borrower accepts that the Bank shall without prejudice to its right to perform the activities itself or through its officers or employees or other authorised agents, be entitled, and have full power and authority, to appoint one or more third parties and delegate to such third party all or any of its functions, rights and powers under this Agreement relating to the administration of the Loan including the right to collect and receive on behalf of the Bank all the dues under this Agreement and give valid and effectual receipts and discharge to the Borrower and to perform and execute all lawful acts, deeds, matters and things connected herewith or incidental hereto. For the purpose aforesaid or any other purpose which the Bank at the sole discretion may deem fit, the Bank shall be entitled to disclose to such third parties all necessary and relevant information pertaining to the Borrower.
- 12.2. Service of Notice  
The addresses of the Parties shall be as mentioned under the Schedule. The Borrower shall forthwith inform the Bank of change in address, if any. Any notice or request required or permitted under this Agreement to be given by either Party to the other shall be only in writing, including by way of email, and sent on the address/email address of the other Party as mentioned in the Schedule (or in case of the Borrower, on the address of the Borrower last known to the Bank).

### 12.3. Severability

Every provision contained in this Agreement shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

### 12.4. Indemnity

The Borrower undertakes to indemnify and keep Bank and its officers/employees fully indemnified and harmless from and against all the consequences of breach of any of the terms, condition, statements, undertakings, representations and warranties of this Agreement as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered or incurred by the Bank. The Borrower hereby agrees to and understands that this indemnity would cover all acts and omissions on the part of the warranties and/or representations of the Borrower. This indemnity shall survive termination of this Agreement.

### 12.5. Entire Agreement & Counterpart

The Parties confirm that this Agreement and its Schedule & the relevant Annexure(s) and any other documentation pursuant to it, represent one single agreement between the Parties. This Agreement may be executed in separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument only.

### 12.6. Supremacy & Amendment

This Agreement supersedes all discussions and Agreements (whether oral or written, including all correspondence) prior to the date of this Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement may be modified or amended only by a writing duly executed by or on behalf of each of the Parties.

### 12.7. Waiver

Any failure and/or delay on the part of the Bank in exercising any right or power under this Agreement or documents in connection with this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or future exercise thereof or the exercise of any other power or right. The rights and remedies of the Bank provided for in this Agreement are cumulative and not exclusive of any rights or remedies available under the law.

### 12.8. Governing Law & Jurisdiction

The Parties agree that this Agreement shall be governed by the laws of India. The Parties hereby expressly agree that the courts having jurisdiction over the Branch shall have exclusive jurisdiction in relation to all matters concerning and relating to this Agreement.

The obligation to deduct and deposit tax, if applicable, on purchase of immoveable property under Section 194IA of the Income tax Act, 1961 rests with the Borrower and the Bank will not be liable to make such payments on behalf of the Borrower.

Provided that nothing contained herein, shall limit the right of the Bank to take proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not and the Borrower irrevocably submits to and accepts for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Borrower irrevocably waives any objection it may have now or in the future to the laying of the venue of any proceedings and any claim that any such proceedings have been brought in an inconvenient forum.

IN WITNESS WHEREOF the Parties hereto have set their on the day, month and year mentioned in the Schedule.

**Signed and Delivered by the within named Borrower:**

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

1. \_\_\_\_\_  
Borrower Name

\_\_\_\_\_  
Signature of the Borrower

2. \_\_\_\_\_  
Co-Borrower Name

\_\_\_\_\_  
Signature of the Co-Borrower

3. \_\_\_\_\_  
Co-Borrowers Name

\_\_\_\_\_  
Signature of the Co-Borrower

4. \_\_\_\_\_  
Co-Borrowers Name

\_\_\_\_\_  
Signature of the Co-Borrower

Signed, and Delivered by the within named Bank, IDFC Bank Limited through its authorized official.

Signature : \_\_\_\_\_

# NRI-SIMPLE HOME LOAN AGREEMENT



## NRI-SIMPLE HOME LOAN (ANNEXURE I)

In case the Borrower is a Non-Resident Indian (“NRI”) or Person of Indian Origin (“PIO”), the terms and conditions set out in this Annexure I shall be applicable, in addition to the terms and conditions set out in the Loan Agreement and such other Annexure(s) as may be applicable.

### IT IS AGREED AS FOLLOWS:

#### Incorporation of defined terms:

Unless a contrary indication appears, terms defined in the Home Loan Agreement shall have the same meaning in this Annexure.

“NRI” or non-resident Indian shall mean a person resident outside India who is a citizen of India. For the purposes of this Annexure, the term ‘NRI’ shall also include a person of Indian origin (“PIO”) which shall include a citizen of any country other than Bangladesh or Pakistan who had (a) at any time held Indian passport or (b) he or either of his parents or any of his grandparents was a citizen of India by virtue of the Constitution of India or the Citizenship Act, 1955 or (c) the person is a spouse of an Indian citizen or a person referred to in (a) or (b).

This Annexure and the terms and conditions hereunder shall come into force on the signing of the same by the Borrower and the Bank. With effect from the date of this Annexure and for the purposes of this Annexure, the Home Loan Agreement shall stand amended as follows:

- I. **The following sub-clause (h) shall stand added after sub-clause (g) of clause 3.2 in the Home Loan Agreement and subsequent sub-clauses renumbered accordingly:**
  - h. The Borrower except the Co-Borrower shall have submitted to the Bank an evidence that the he holds an Indian passport and is a resident of the Country stated in the Schedule under residence permit of such Country which is valid on the date of this Agreement and possesses a valid employment contract of business license of such Country and has been in employment/has been carrying on business or vocation in such Country or who stays abroad for any other purpose in circumstances indicating an indefinite period of stay outside India; and
- II. **An additional Clause 5.1A shall be added after Clause 5.1 of the Home Loan Agreement as follows:**

5.1A The Borrower except the Co-Borrower shall ensure that the repayment of monies under this Agreement is made through the funds held in any non-resident account maintained in accordance with the provisions of the Foreign Exchange Management Act, 1999 and the regulations made by Reserve Bank of India from time to time.
- III. **An additional Clause 5.10A shall be added after Clause 5.10 of the Home Loan Agreement as follows:**

5.10A Repayment in case of change in NRI Borrower’s status  
Notwithstanding anything to the contrary contained in this Agreement, the Loan together with all interest, costs, charges etc. shall become immediately due and payable in case -

  - a. The Borrower except the Co-Borrower ceases to be an Indian citizen and /or acquires citizenship of any other country or a foreign passport;
  - b. The Borrower except the Co-Borrower changes his residence from the country stated in the Schedule to another country or leaving the country of residence as stated in the Schedule, for employment or business or for long-term stay in any other country.
- IV. **The following sub-clauses shall stand added after sub-clause (ii) of clause 7.1 in the Home Loan Agreement:**
  - jj. The Borrower except the Co-Borrower holds a valid Indian passport as per details stated in the Schedule and is not resident of India and is a resident of the country stated in the Schedule under residence permit of such country which is valid on the date of this Agreement and possesses a valid employment contract or business licence of such country and has been in employment/has been carrying on business or vocation in such country or who stays abroad for any other purpose in circumstances indicating an indefinite period of stay outside India;
  - kk. The Borrower shall notify the Bank regarding the change in his/her/their status as a resident/non-resident Indian.
  - ll. The Borrower except the Co-Borrower shall promptly inform the Bank or upon any change in the country of residence as stated in the Schedule or leaving such country of residence for employment or business or a long-term stay in any other country;
  - mm. The Borrower except the Co-Borrower shall abide by and fulfil the provisions of Foreign Exchange Management Act, 1999, as amended from time to time and all other applicable laws with respect to purchasing, retaining, using, selling immovable property in India and repatriating proceeds outside India and shall indemnify and keep indemnified the Bank in that behalf.

nn. None of the Co-Borrowers are persons who are not relatives (as defined under Foreign Exchange Management (Borrowing and lending in rupees) Regulations, 2000, dated 3-5-2000 [GSR 387(e)]) of the Borrower.

**V. The following shall be read together with the Clause 12.2 of the Home Loan Agreement:**

The Borrower hereby authorizes the Co-Borrower to receive any notice/s or request on his behalf. The Borrower further submits that any notice/s and/or request served on/to the Co-Borrower shall be deemed to be served on the Borrowers and need not be separately served on the Borrower.

**Signed and Delivered by the within named Borrower:** Date : \_\_\_\_\_

1.	_____	_____
	Borrower Name	Signature of the Borrower
2.	_____	_____
	Co-Borrower Name	Signature of the Co-Borrower
3.	_____	_____
	Co-Borrowers Name	Signature of the Co-Borrower
4.	_____	_____
	Co-Borrowers Name	Signature of the Co-Borrower

Signed, and Delivered by the within named Bank, IDFC Bank Limited through its authorized official.

Signature : \_\_\_\_\_



# SHORT & SWEET HOME LOAN

SPECIMEN

## SHORT & SWEET HOME LOAN (ANNEXURE II)

In case the Borrower has chosen the Short & Sweet Home Loan, the terms and conditions set out in this Annexure II shall be applicable, in addition to the terms and conditions set out in the Loan Agreement and other such other Annexure(s) as may be applicable.

### IT IS AGREED AS FOLLOWS:

#### Incorporation of defined terms:

Unless a contrary indication appears, terms defined in the Home Loan Agreement shall have the same meaning in this Annexure.

This Annexure and the terms and conditions hereunder shall come into force on the signing of the same by the Borrower and the Bank. With effect from the date of this Annexure and for the purposes of this Annexure, the Home Loan Agreement shall stand amended as follows:

#### I. Clause 4.1 (a) of the Home Loan Agreement shall stand substituted by the following clause 4.1 (a):

- 4.1 (a) The Borrower shall pay to the Bank, interest on the amount of the Loan outstanding from time to time at a rate equal to the Applicable Rate of Interest and/or Default Rate of interest mentioned in the Annexure, which shall be calculated in accordance Clause 4.1(f) of this Agreement.

#### II. Clause 4.1 (b) of the Home Loan Agreement shall stand substituted by the following clause 4.1 (b):

- 4.1 (b) The Borrower is aware and confirms with the Bank that in case of Floating Rate of Interest, the Applicable Rate of Interest and/or Default Rate of Interest shall change as and when there is any change/reset in the MCLR. The Borrower shall be deemed to have notice of such change whenever the same is announced/notified/displayed by the Bank on its website/Branch or otherwise. The change in the Applicable Rate of Interest and/or Default Rate of Interest on account of the aforesaid shall become effective on the first date of next English calendar month falling the date after such reset.

#### III. Clause 4.1 (f)(iii) and Clause 4.1 (f)(iv) of the Home Loan Agreement shall stand substituted by the following respectively:

- iii. Calculated on the actual amount outstanding on each day of the preceding calendar month/quarter/half year/year as stated in the Schedule after netting of the funds, if any, deposited in the Loan Account, maintained and operated in terms of Clause 5A.1 Of this Agreement, before the due date (i.e. the funds deposited and lying in the Loan Account before the due date shall be deducted from principal amount of the Loan and interest shall be calculated only on the net debit/ledger balance on a daily basis);
- iv Interest from the date of disbursement till the commencement of the EMI shall be payable every month as per the P-EMI mentioned in the Schedule, if applicable, to be calculated in accordance with A to C above.

#### IV. An additional Clause 5A – Loan Account shall stand added after Clause 4.2 of the Home Loan Agreement as follows:

##### 5A. Loan Account

5A.1. The Bank may allow the Borrower to operate the Loan Account also as a current account during the continuity of the Loan in terms of this Agreement. Without prejudice to the guidelines prescribed by the Bank for operation of current account which the Borrower acknowledges to have read and understood, the Bank may allow the Borrower to deposit into and withdraw monies from the Loan Account at any point of time and from time to time. Provided that the amount which may be withdrawn from the Loan Account at any given point of time shall be subject to the excess monies deposited by the Borrower into the Loan Account and the interest saved in terms of Clause 4.1(f)). Notwithstanding anything to the contrary contained herein, the Borrower recognises and accepts that the Bank may, at any time, without any advance notice to the Borrower shall have a right to cancel the withdrawal from the Loan Account the monies saved in terms of Clause 4.1 (f).

5A.2. The Borrower agrees that upon the repayment of Loan together with interest, fees, costs, charges and expenses and all other amounts payable under this Agreement, the Loan Account shall be closed by the Bank and the Borrower shall withdraw any monies lying in the Loan Account.

#### V. An additional Clause 5.1A shall stand added after Clause 5.1 of the Home Loan Agreement as follows:

5.1A Notwithstanding the above, EMI/P-EMI shall be serviced by the Borrower on the due dates without having recourse to any excess funds deposited in the Loan Account in terms of Clause 4.1(f) and Clause 5A.1. Notwithstanding anything to the contrary contained herein, in case of any default in repayment of the Loan by the Borrower, the Bank, without prejudice to its rights under this Agreement, shall have a right to set off the monies/amounts standing to the credit of the Loan Account against the dues of the Borrower without declaring the same as an event of default.

#### VI. An additional Clause 5.10A shall stand added after Clause 5.10 of the Home Loan Agreement as follows:

#### 5.10A Mandatory Pre-payment

In case the monies deposited into the Loan Account are in excess of the 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, the Borrower shall withdraw such excess money within the time period as Bank may stipulate for such withdrawal. In case the Borrower fails to withdraw the said excess funds within the period stipulated by the Bank, the Bank shall be at liberty to set off the dues of the Borrower from the monies deposited into the Account and close the Loan Account.

#### VII. Following section iv shall stand added after Clause 8.2 (a)(iii) of the Home Loan Agreement:

D. Set off the monies/amounts standing to the credit of the Loan Account against the dues of the Borrower under this Agreement.

Signed and Delivered by the within named Borrower: Date : \_\_\_\_\_

- |    |                   |                              |
|----|-------------------|------------------------------|
| 1. | _____             | _____                        |
|    | Borrower Name     | Signature of the Borrower    |
| 2. | _____             | _____                        |
|    | Co-Borrower Name  | Signature of the Co-Borrower |
| 3. | _____             | _____                        |
|    | Co-Borrowers Name | Signature of the Co-Borrower |
| 4. | _____             | _____                        |
|    | Co-Borrowers Name | Signature of the Co-Borrower |

Signed, and Delivered by the within named Bank, IDFC Bank Limited through its authorized official.

Signature : \_\_\_\_\_

# BOOSTER HOME LOAN

SPECIMEN

## BOOSTER HOME LOAN (ANNEXURE III)

In case the Borrower has chosen the Booster Home Loan, the terms and conditions set out in this Annexure III shall be applicable, in addition to the terms and conditions set out in the Loan Agreement and such other Annexure(s) as may be applicable.

### IT IS AGREED AS FOLLOWS:

#### Incorporation of defined terms:

Unless a contrary indication appears, terms defined in the Home Loan Agreement shall have the same meaning in this Annexure.

**“Principal Moratorium Period”** means such period as specified in the Schedule, which offers the Borrower a principal moratorium for such period from the date of first drawdown / disbursement of the Loan.

This Annexure and the terms and conditions hereunder shall come into force on the signing of the same by the Borrower and the Bank. With effect from the date of this Annexure and for the purposes of this Annexure, the Home Loan Agreement shall stand amended as follows:

#### I. Following shall stand added after Clause 5.1.(c) of the Home Loan Agreement:

- 5.1 (d) After the expiry of Principal Moratorium Period, by way of EMI as mentioned in the Schedule, in accordance with the terms hereof.

Signed and Delivered by the within named Borrower: Date : \_\_\_\_\_

- |    |                   |                              |
|----|-------------------|------------------------------|
| 1. | _____             | _____                        |
|    | Borrower Name     | Signature of the Borrower    |
| 2. | _____             | _____                        |
|    | Co-Borrower Name  | Signature of the Co-Borrower |
| 3. | _____             | _____                        |
|    | Co-Borrowers Name | Signature of the Co-Borrower |
| 4. | _____             | _____                        |
|    | Co-Borrowers Name | Signature of the Co-Borrower |

Signed, and Delivered by the within named Bank, IDFC Bank Limited through its authorized official.

Signature : \_\_\_\_\_

## (Schedule/key fact statement)

Sr. No.	Particulars	
I	Date and Place of Execution of Agreement	
II	Address of the Branch	
III	Name and Address of Borrower	<b>Constitution:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> LLP <input type="checkbox"/> Others _____ Name: _____ Address: _____ Email: _____ Contact: _____
IV	Name and Address of the Co-Borrower	<b>1. Constitution:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> LLP <input type="checkbox"/> Others _____ Name: _____ Address: _____ Email: _____ Contact: _____ <b>2. Constitution:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> LLP <input type="checkbox"/> Others _____ Name: _____ Address: _____ Email: _____ Contact: _____

		<b>3. Constitution:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> LLP <input type="checkbox"/> Others _____ Name: _____ Address: _____ Email: _____ Contact: _____
V	Loan Amount	Rs. _____ /- (Rupees _____ Only)
VI	Purpose of Loan	<input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Repairs <input type="checkbox"/> Renovation <input type="checkbox"/> Extension <input type="checkbox"/> Takeover (Takeover from _____)
VII	Tenure (Including principal moratorium for booster home loans)/ P-EMI Period	_____ months
VIII	Principal Moratorium Period (Applicable for booster home loans) / P-EMI period (Applicable for under construction property)	
IX	Marginal cost lending rate (MCLR)	Period _____ , Rate _____ %
X	Applicable Rate of Interest	<b>*Fixed Interest Rate</b> <input type="checkbox"/> a) Fixed Rate of Interest shall be _____ % p.a. b) Interest shall be calculated at (monthly/quarterly/half-yearly/yearly) rest c) Applicable tenure for Fixed Rate of Interest: _____ months <b>*Floating Interest Rate</b> <input type="checkbox"/> a) MCLR + _____ % (Margin) = presently _____ % b) Interest rate reset period will be linked to MCLR. Details of MCLR as mentioned in point XI.

XI	Date of reset of interest	The reset date will be 1st day of next month for Short & Sweet accounts and EMI cycle date for other loans
XII	Penalty for delayed payments	2% per month. Default Interest is levied in case of non-payment of the monthly payment. It is charged on the overdue instalment for the defaulted period.
XIII	Mode of communication of changes in interest rates	Email/Letter
XIV	Fees (excluding Goods & Service Tax)	a) On Application _____ b) Fee refundable if loan is not sanctioned or disbursed _____ c) During the term of the loan (Refer schedule of charges) d) Conversion charges for switching from floating to fixed interest and vice-versa (Refer schedule of charges) e) Processing Charge _____
XV	Repayment           (Applicable for Booster Home Loan and Under Construction Property)	Equated Monthly Instalment a) EMI Amount: _____ b) No. of EMIs: _____ c) Payable on _____  Pre-Equated Monthly Repayment Interest a) P-EMI Amount: _____ b) No. of P-EMIs: _____ c) Payable on _____
XVI	Foreclosure	a) Lock-in period _____ b) Minimum amount (if any) _____ c) Maximum amount (if any) _____ d) Frequency _____ e) Prepayment Charges _____ (plus applicable Goods & Service Tax)



XVII	Property (Details of security/ collateral obtained)																																	
XVIII	Disbursement Schedule	<table border="1"> <thead> <tr> <th>On or Before Date/Event</th> <th>Amount (Rs.)</th> </tr> </thead> <tbody> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </tbody> </table>	On or Before Date/Event	Amount (Rs.)																														
On or Before Date/Event	Amount (Rs.)																																	
XIX	Guarantors	<b>1. Constitution:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> HUF <input type="checkbox"/> LLP <input type="checkbox"/> Others Name: _____ Address: _____ Email: _____ Contact: _____																																
XX	Date on which annual outstanding balance statement will be issued (Not applicable for short and sweet home loans)	By 30th April																																

\_\_\_\_\_  
Name of Borrower

\_\_\_\_\_  
Name of Co-Borrower

\_\_\_\_\_  
Name of Co-Borrower

\_\_\_\_\_  
Name of Co-Borrower

\_\_\_\_\_  
Signature of Borrower

\_\_\_\_\_  
Signature of Co-Borrower

\_\_\_\_\_  
Signature of Co-Borrower

\_\_\_\_\_  
Signature of Co-Borrower

# BALANCE TRANSFER

SPECIMEN

## AUTHORISATION LETTER (SECURITY CREATION)

To,  
The Manager  
IDFC Bank Limited,

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

\_\_\_\_\_ Branch

Dear Sir,

**Ref:** Title documents for the property situated at \_\_\_\_\_  
\_\_\_\_\_ (the "Property") deposited with \_\_\_\_\_ (*name of previous financier*)

I/We, irrevocable authorise IDFC Bank Limited as my/our authorised representative to collect all the title documents (original or photocopies) pertaining to the Property from \_\_\_\_\_ (*name of previous financier*) ("**Previous Financier**") on my/our behalf. I/We further authorise IDFC Bank Limited to collect no-dues certificate from the Previous Financier towards my/our outstanding dues to the Previous Financier.

I/We declare that the Property is not cross collateralised for any other debt/loan due to the Previous Financier and that the Property is offered as security to the Previous Financier only against Loan Account No. \_\_\_\_\_ maintained with the Previous Financier.

I/We undertake that I/we am/are solely responsible for depositing the title deeds of the Property proposed to be taken as security with IDFC Bank Limited in case the Previous Financier refuses/fails to hand over the same to IDFC Bank Limited

Yours faithfully,

\_\_\_\_\_  
Name of Borrower

\_\_\_\_\_  
Signature of Borrower

\_\_\_\_\_  
Name of Co-Borrower

\_\_\_\_\_  
Signature of Co-Borrower

\_\_\_\_\_  
Name of Co-Borrower

\_\_\_\_\_  
Signature of Co-Borrower

\_\_\_\_\_  
Name of Co-Borrower

\_\_\_\_\_  
Signature of Co-Borrower

INTENTIONALLY LEFT BLANK

## BORROWER INDEMNITY (BALANCE TRANSFER)

Stamp Duty payable at Applicable Rates

To,  
The Manager  
IDFC Bank Limited,  
\_\_\_\_\_ Branch

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

**Sub: Declaration to IDFC Bank Ltd., ("IDFC") for confirming outstanding loan amount, loan tenure and any additional documents not mentioned in the List of documents (LOD) submitted to IDFC.**

I/We, \_\_\_\_\_, at present residing at \_\_\_\_\_  
\_\_\_\_\_ do hereby solemnly declare and state as follows:

At my/our request, IDFC has sanctioned a facility of take-over of my/our Home Loan \*and TOP UP loan/Loan against Property (LAP) ("the said facility/ies") availed by me/us from \_\_\_\_\_ <Specify name of the Bank/Financial Institution> ("the said Bank") against a Property being a flat bearing No. \_\_\_\_\_ situated at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "Property") aggregating to INR \_\_\_\_\_

I/We state and confirm that Loan Account Number/s of my/our Home Loan \*and/ TOP UP loan is/are \_\_\_\_\_, and \_\_\_\_\_ respectively ("LAN").

I/We further state and confirm that the details of the Borrower and Co-Borrower of the said facility sanctioned by the said Bank are as under:

Borrower \_\_\_\_\_

Co-Borrower \_\_\_\_\_

I / We further state and declare:

1. That the amount to be paid for repaying the outstanding balance of the above mentioned loan/s /LAN/s to the said Bank is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
2. The outstanding tenure of the above mentioned loan/s /LAN/s from the said Bank is \_\_\_\_\_ months.
3. The list of documents submitted by me/ us confirms all the documents submitted/deposited by me/us with the said bank for the above mentioned loan/s /LAN/s.

Following documents mentioned in the List of documents had been subsequently withdrawn by me/us and are in my/our possession and the same will be submitted to IDFC prior to exchange

Sr. No.	List of Documents	Reason for withdrawal from the Bank

I/We further state and declare that from the List of documents, the following documents are submitted with the said Bank in original, as the same is not specifically mentioned in the LOD.

- a. \_\_\_\_\_
- b. \_\_\_\_\_

The following documents relating to the property, which are not mentioned in the List of documents, are in my/our custody and shall be submitted by me/ us to IDFC prior to exchange.

a. \_\_\_\_\_

b. \_\_\_\_\_

I/we hereby further state and confirm that relying on the said representation, IDFC has acceded to my/our request to consider the Property as a security to the take-over facility/ies sanctioned by the said Bank.

The details of the documents/title deeds of the Property are as under:

Document Description	Original/Copy	Available with Borrower/ the said Bank

We hereby also undertake and confirm that we shall submit all original transfer documents listed in the List of documents issued by the said Bank directly to IDFC within \_\_\_\_\_ days and to intimate IDFC and take prior approval before executing any Deed or dealing in any way with the Property.

I/We hereby represent and undertake to indemnify and keep indemnified and hold harmless IDFC and IDFC's directors, officers, employees, agents and attorneys against any and all actions, proceedings filed, claims, damages, liabilities, expenses and the like to which IDFC may become subject to arising out of the aforementioned representation.

I/We further state and confirm that the above statements are true and correct to the best of knowledge and belief and nothing material has been concealed.

Thanking You,  
Yours faithfully,

\_\_\_\_\_  
Name of Borrower

\_\_\_\_\_  
Signature of Borrower

\_\_\_\_\_  
Name of Co-Borrower

\_\_\_\_\_  
Signature of Co-Borrower

\_\_\_\_\_  
Name of Co-Borrower

\_\_\_\_\_  
Signature of Co-Borrower

\_\_\_\_\_  
Name of Co-Borrower

\_\_\_\_\_  
Signature of Co-Borrower

Date 

D	D

M	M

Y	Y	Y	Y

INTENTIONALLY LEFT BLANK

# SECURITY CREATION

SPECIMEN



## POWER OF ATTORNEY

Whereas, IDFC Bank Limited, a company within the meaning of the Companies Act, 2013 and a banking company within the meaning of Banking Regulation Act, 1949 having its Registered Office at KRM Tower, 7th Floor, No.1, Harrington Road, Chetpet, Chennai - 600 031, Tamil Nadu, India and among others, a branch office at the place specified in annexure hereto (hereinafter called "the Lender" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) has at my/our request sanctioned/granted me/us/our firm/company Home Loan/Top-Up Loan of the amount as mentioned in the annexure hereto on the terms and conditions contained in Home Loan Agreement/Top-Up Loan Agreement mentioned in the annexure hereto entered into between me/us and the Lender.

And Whereas, the terms and conditions of the said Home Loan Agreement/Top-Up Loan Agreement require securing due repayment of the aforesaid Home Loan/Top-Up Loan together with interest, fees, charges, costs and other expenses and all other amounts payable by me/us to the Lender to be secured by such security as the Lender may require from time to time including creation of mortgage over the property in relation to the said Home Loan Agreement/Top-Up Loan Agreement (as more particularly described in the Annexure hereto) (the "Property").

And Whereas, in consideration of the Lender having sanctioned the aforesaid Home Loan/Top-Up Loan, I/we have created/agreed to create exclusive/pari passu mortgage in favour of the Lender over the Property.

And Whereas, I/we have agreed to execute irrevocable Power of Attorney in favour of the Lender authorising the Lender to do certain acts, deeds, matters and things in relation to the Property in the manner hereinafter appearing.

NOW ALL MEN AND THESE PRESENTS WITNESSETH that I/we do hereby nominate, constitute and appoint the Lender as 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 do, execute and perform all or any of the following acts, deeds, matters and things to do that is to say:

1. To make, execute, sign, seal and deliver and cause to be registered in favour of the Lender at my/our cost and expense (inclusive of all stamp duties, fees and taxes) in all respects:
  - i. An equitable or any other form or type of mortgage in respect of the Property, as a security for the Home Loan/Top-Up Loan together with interest/commission, further interest by way of liquidated damages, costs, charges and expenses and all other monies payable by me to the Lender in respect of the Home Loan/Top-Up Loan, with all covenants, conditions, declarations, agreements, provisions and stipulations as in the absolute discretion of the Lender be seemed stipulations as in the absolute discretion of the Lender be deemed necessary or expedient and in the form acceptable to the Lender; and
  - ii. All such other deeds and documents as also the requisite particulars required to be filed with any authority as may be necessary.
2. To apply for and obtain the necessary Certificate/Certificates and permissions under Section 281(1) of the Income Tax Act, 1961 or any other applicable law and/or any other certificate that may be necessary and all other deeds and documents and for the purpose of the equitable or any other form or type of mortgage, to appear for and on behalf of me/us before the concerned authorities and pay and discharge all liabilities if any and reimburse all such sums so paid or debit such amounts to my/our account carrying interest at stipulated rates.
3. To sign and file any applications, statements, declarations and other papers as may be required under the provisions of any law and in particular, to apply for and obtain necessary permission or consent as may be necessary for creation of the equitable or any other form or type of mortgage and all deeds and documents for the purpose of creating an effective security in favour of the Lender and for the above purpose to appoint any nominee/agent to appear for and on my/our behalf before the State Government and/or other authorities and to incur on my/our behalf all costs, charges and expenses in that behalf as also to engage any solicitor, advocate, architect, valuer or other person concerned for the purpose and to reimburse any such sums as may have been paid in that behalf and claim or debit the said amount to my/our account carrying interest at the stipulated rates.
4. 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 document/s, executed by virtue of these presents and also 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 all other deeds and documents so executed in the Land Registry, Collector and other Revenue Authorities as well as the Registrar of Companies or otherwise howsoever.
5. To apply for and obtain the consent or permissions of the Society/Condominium/Company and any authority or body [including the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976] in connection with the mortgage of the Property or giving the Property on lease/licence/tenancy basis.
6. To appear on my/our behalf before any Court, Tribunal or authority and commence, institute, maintain, prosecute or defend any proceedings relating to or in anywise touching the affairs of the Property.
7. To sign any verify all vakalatnamas, pleadings, documents, memoranda, petitions and other papers and to file the same before any Court, Tribunal or other authority.

8. To state, settle, compromise, submit for arbitration, withdraw, file an appeal or other proceedings in respect of any dispute or matter relating to or in anyway touching the affairs of the Property.
9. To enforce security in terms of the Memorandum of Deposit of Title Deeds including taking possession of the said Property and for the said purpose, to do all such acts, deeds, matters and things as may be necessary.
10. AND GENERALLY to do or cause to be done every other act, deed, matter or thing which the Lender may deem necessary or expedient for the purpose of or in relation to these presents as well as for the effectual creation of the equitable or any other form or type of mortgage and all other deeds and documents in favour of the Lender, as fully and effectual as if I/we was/were present and had done, executed and performed the same my self/ourselves.
11. Further, to delegate to the substitute attorney or attorneys so nominated or appointed by me/us, all or any or some of the powers, authorities hereby conferred on the Lender as my/our Attorney and to revoke any such nomination or appointment and to nominate and to appoint another or others in his/their place, provided that such nomination and appointment shall not divest Attorney of any of the power granted under the afore recited Power of Attorney and provided further that the power to nominate or appoint substitute under this paragraph shall not be exercisable further by any such substitute or substitutes.
12. And I/we hereby agree, ratify and confirm all that the Lender may as such Attorney lawfully do or cause to be done in relation to and by virtue of these presents.
13. AND I/WE DO HEREBY DECLARE that this Power of Attorney shall be irrevocable till all the dues of the Lender in respect of the Loan including the principal amount thereof together with interests, costs, charges and expenses and all other monies due and payable thereon are fully and finally repaid to the Lender.
14. I/We do hereby agree that all or any of the powers hereby conferred upon the said Attorney may be exercised by any officer or officers of the said Attorney nominated in writing by the Lender / any other Constituted Attorney of the said Lender specifically authorized in that behalf.

The powers vested in the Bank shall be irrevocable and subsist in favour of the Bank till all my/or dues to the Bank are fully satisfied. The Powers conferred herein may be exercised by the Bank in its sole discretion but it shall not be obligatory for the Bank to exercise such powers.

The aforesaid powers or any of them shall be exercised by the Bank through any of its employees or agents and the Bank may delegate any or all of the said powers and authorities to such employee or agent. I/We declare that the appointment of the Bank as my/our attorney shall be irrevocable and binding on my/our legal heirs, executors, successors, administrators and assigns.

**IN WITNESS WHEREOF I/WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THE DAY MENTIONED IN THE ANNEXURE.**

SIGNED AND DELIVERED BY

<hr/> Name of Borrower	<hr/> Signature of Borrower
<hr/> Name of Co-Borrower	<hr/> Signature of Co-Borrower
<hr/> Name of Co-Borrower	<hr/> Signature of Co-Borrower
<hr/> Name of Co-Borrower	<hr/> Signature of Co-Borrower

#### ANNEXURE

<b>Branch Name &amp; Address</b>	
<b>Home Loan Agreement dated</b>	
<b>Sanctioned Home Loan Amount</b>	
<b>Property Details</b>	

Signed before me (Notary)

INTENTIONALLY LEFT BLANK

## MEMORANDUM OF DEPOSIT OF TITLE DEEDS

THIS MEMORANDUM OF DEPOSIT OF TITLE DEEDS is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

By

a. Mr./Ms. \_\_\_\_\_, S/o W/o D/o \_\_\_\_\_ residing at \_\_\_\_\_

b. Mr./Ms. \_\_\_\_\_, S/o W/o D/o \_\_\_\_\_ residing at \_\_\_\_\_

Or

The Proprietor of M/s \_\_\_\_\_, a proprietorship concern having its principal place of business at \_\_\_\_\_

Or

M/s \_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, represented by its Partner Mr. \_\_\_\_\_

Or

\_\_\_\_\_, a public/private limited company incorporated under the Companies Act

1956/2013, having its registered office at \_\_\_\_\_ represented by its Authorized Signatory Mr. \_\_\_\_\_  
(Delete whichever is not applicable)

(hereinafter individually and collectively referred to as the "Mortgagor(s)" which term shall mean and include his/her/their/ its respective legal heirs, executors, agents, administrators, successors and permitted assigns) of the One Part:

In favour of

IDFC Bank Limited, a company registered under the Companies Act, 2013 and a banking company within the meaning of Banking Regulation Act, 1949, having its Registered Office at KRM Tower, 7th Floor, No. 1, Harrington Road, Chetpet, Chennai - 600 031, Tamil Nadu, India and among others, a branch office at \_\_\_\_\_ (hereinafter called "the Bank/the Mortgagee" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the Other Part.

### WHEREAS:

- A. The Mortgagor(s) is/are the absolute owner(s) and is/are seized and possessed of the immovable property more particularly detailed in Schedule I of this Memorandum (hereinafter referred to as "Scheduled Property");
- B. The Mortgagor(s) has/have approached the Mortgagee for the grant of a home loan;
- C. The Mortgagee has agreed to grant/has granted a home loan of Rs. \_\_\_\_\_ /-  
(Rupees \_\_\_\_\_ only) with Loan Account No. \_\_\_\_\_  
or a home loan of Rs. \_\_\_\_\_ / - (Rupees \_\_\_\_\_ only)  
with Loan Account No. \_\_\_\_\_ and a Top Up loan of Rs. \_\_\_\_\_ / -  
(Rupees \_\_\_\_\_ only) with Loan Account No. \_\_\_\_\_

("Loan") to the Mortgagor(s) on the terms and conditions contained in Home Loan Agreement dated \_\_\_\_\_ stipulating that the Mortgagor(s) shall furnish such security as may be required by the Mortgagee to secure the outstanding amount due under the Loan in a form and manner acceptable to the Mortgagee.

### NOW THIS MEMORANDUM WITNESSETH AS FOLLOWS:

1. The Mortgagor(s) has/have on the \_\_\_\_\_ day of \_\_\_\_\_ deposited with Mr. \_\_\_\_\_, acting for and on behalf of the Mortgagee, at \_\_\_\_\_, to hold and retain the original documents of title, evidences, deeds and writings as more specifically detailed in Schedule II, relating to the Scheduled Property by way of equitable mortgage, with an intent to create security over the Scheduled Property for the Loan granted to be granted to the Mortgagor(s), together with interest(s), liquidated damages, costs, expenses and other charges and all other liabilities under or in relation to the Top-Up Loan Agreement and any other amounts that may be due and payable to the Mortgagee by the Mortgagor(s).
2. The Mortgagor(s) declares that the original title deeds, documents and writings deposited with the Mortgagee as detailed in the Schedule II are the only documents pertaining to the Scheduled Property. The Mortgagor(s) declares that he/she/they/it is/are fully seized and has possession of and have a title over the Scheduled Property and the Mortgagor/s is/are not aware of any act, deed, matter or circumstances, which prevents the Mortgagor/s from charging or creating mortgage over the Scheduled Property in favour of the Bank.

3. The Mortgagor is the absolute owner of the Scheduled Properties and that the Mortgagor has marketable title thereto and that save and except the charge created in favour of the Bank under these presents, there is no mortgage, charge, lien or other encumbrance or attachment on the Scheduled Properties or any part or parts thereof in favour of any Government, or the Income-tax Department, or any other Government Department, or any other person, firm or company, body corporate or society or entity whatsoever.
4. The Mortgagor has not entered into any agreement for sale, transfer or alienation thereof or any part or parts thereof and that no such mortgage, charge or lien or other encumbrance whatsoever will be created or attachment allowed to be levied on the Scheduled Properties or any part or parts thereof in favour of or on behalf of any Government or Government Department or any person, firm, company body corporate or society or entity whatsoever except with the prior permission of the Bank so long as the Borrower continues to be indebted to or liable to the Bank on any account in any manner whatsoever and that no proceedings for recovery of taxes are pending against the Mortgagor under the Income Tax Act or any other law in force for the time being.
5. The Mortgagor/s has/have been paying all rents, income tax, sales tax, corporation taxes and other taxes and revenues payable to the respective Government and Authorities or to any Local Authority and at present there are no arrears, taxes, rents, royalties, revenues and there are no attachments, warrants, written notices that have been served on any of the Mortgagor/s in respect of such tax, that will have a bearing on the attachments and/or sale or mortgage of the Scheduled Properties.
6. The Mortgagor(s) hereby undertakes to file a Notice of Intimation for the mortgage created with the concerned Registrar and any other authority as required by the applicable laws and the Bank.

**Schedule I Description of Scheduled Property**

**Schedule II List of Title Deeds/Documents in relation to the Scheduled Property Deposited with "IDFC Bank Limited"**

SR. NO.	TITLE DOCUMENTS DEPOSITED
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

**For Mortgagor(s) :**

\_\_\_\_\_  
 Name of Borrower

\_\_\_\_\_  
 Signature of Borrower

\_\_\_\_\_  
 Name of Co-Borrower

\_\_\_\_\_  
 Signature of Co-Borrower

\_\_\_\_\_  
 Name of Co-Borrower

\_\_\_\_\_  
 Signature of Co-Borrower

\_\_\_\_\_  
 Name of Co-Borrower

\_\_\_\_\_  
 Signature of Co-Borrower

**Witnessed by**

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Signature

INTENTIONALLY LEFT BLANK

## DECLARATION-CUM-UNDERTAKING

I/We a. \_\_\_\_\_ s/o d/o w/o \_\_\_\_\_  
residing at \_\_\_\_\_,

b. \_\_\_\_\_ s/o d/o w/o \_\_\_\_\_  
residing at \_\_\_\_\_,

do hereby affirm and declare the below: I/We, say that this Declaration is being made in:

- a. My/Our personal capacity as owner(s) of the Scheduled Property as defined hereinafter; or
- b. In my capacity as the Proprietor of the Proprietorship firm by the name and style of \_\_\_\_\_  
having its principal place of business at \_\_\_\_\_; or
- c. In my/our capacity as partner of M/s \_\_\_\_\_, a partnership firm  
registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_; or
- d. In my capacity as Karta of \_\_\_\_\_ HUF representing the HUF and each of the adult  
members/coparceners of HUF;
- e. In my/our capacity as Authorized Signatory/Directors of \_\_\_\_\_ Public/  
Private Limited, a company incorporated under Companies Act 1956/2013 and having its registered office at  
\_\_\_\_\_ by resolution passed  
by the Board of Directors of the Company dated \_\_\_\_\_ and the said resolutions are in full force and effect.  
Hereinafter referred to as "**Mortgagor(s)**" and I/we are authorized to make this Declaration as follows:

1. I/We declare that IDFC Bank Limited ("Bank") has at the request of the Mortgagor(s), granted/agreed to grant a loan  
of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)  
OR granted a loan of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)  
with Loan Account No. \_\_\_\_\_ and has agreed to grant a Top Up Loan of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_ only) ("Loan") to \_\_\_\_\_  
("Borrower(s)") on the terms and conditions of the Sanction Letter dated \_\_\_\_\_ issued by the Bank to the  
Borrower and the Home Loan Agreement dated \_\_\_\_\_, entered into between the Bank and the Borrower
2. In consideration of the Bank having granted/agreed to grant the Loan to the Borrower(s), the Mortgagor(s) have  
created/agreed to create security over the Scheduled Property, as more specifically detailed in the Schedule I, by  
way of deposit of title deeds to secure the Loan along with interests, fees, costs and any other amounts due and  
payable under or in relation to the Home Loan Agreement and all other amounts payable by the Borrower(s) and/  
or Mortgagors to the Bank.
3. I/We confirm that the Mortgagor(s) is/are absolutely seized and possessed of and otherwise well and sufficiently  
entitled to the Scheduled Property as more specifically detailed in Schedule and the Mortgagor(s) have a clear  
and marketable title to the Scheduled Property, free from encumbrance and the Mortgagor(s) are in undisturbed  
possession and occupation of the Scheduled Property. There are no adverse claims against the Scheduled Property  
and the Mortgagor(s) have not received/are aware of any notices/intimations/requisition in respect of the Scheduled  
Property.
4. The Scheduled Property is not subject matter of any lis pendens, attachment or any other process/proceeding  
before any court/tribunal that can affect the title of the Mortgagor(s) over the Scheduled Property. Further, there  
are no writs/actions, suits or proceedings decided or disposed of or any judgment of any court/tribunal which has  
or may have material adverse effect on the Scheduled Property.
5. I/We hereby declare that the Mortgagor(s) have not executed any power of attorney in favour of any person(s) nor  
otherwise authorized any other person(s) to deal with the Scheduled Property. I/We also undertake that no such  
power of attorney will be given to any person(s), other than the Bank, till the Scheduled Property is held as security  
by the Bank.
6. I/We also confirm that the title deeds and documents as detailed in Schedule II are the only documents pertaining  
to the Scheduled Property and in future, if any further title deeds or other documents come into existence/effect,  
the same shall be submitted with the Bank within such time as may be required by the Bank.
7. I/We also confirm that the title deeds and documents as detailed in Schedule II have not, at any time, been deposited  
with any other person.
8. I/We declare and undertake that the Mortgagor(s) shall not (without written approval) seeks or attempt to further  
mortgage or charge or seek or attempt to sell, lease, sub-lease, give on leave and license, transfer or create any  
third party rights over the Scheduled Property or otherwise deal with the Scheduled Property in a manner prejudicial  
to interests of the Bank.
9. I/We declare that there is nothing in law or otherwise that prevents the Mortgagor(s) from creating the mortgage in  
favour of the Bank and the Mortgagor(s) have already obtained the requisite permissions for creation of such

security from Society/association/builders and other authorities for mortgaging the Scheduled Property in favour of the Bank. There is no prohibitory order either from the Income Tax authority or from any revenue authority for mortgage/and or transfer of the Scheduled Property.

10. I/We confirm that the building is in line with the approved plans and all necessary approvals for construction have been obtained.
11. I/We confirm that the Mortgagor(s) have paid all the requisite duties, taxes, cesses, assessments, revenues, society charges and all other demands and outgoing in relation to the Scheduled Property and currently there are no arrears/outstanding dues in relation to the Scheduled Property. No attachments/warrant has been served on the Mortgagor(s) in respect of any Sales Tax, Income Tax, Government Revenues or other Taxes.
12. I/We hereby undertake to file the Notice of Intimation for the mortgage with the concerned Registrar or any other authority as required by applicable laws and the Bank.
13. I/We declare that on the basis of the aforesaid statements, assurances and declarations made herein, the Bank has agreed to accept the Scheduled Property as security by way of deposit of title deeds and documents and I/We hereby undertakes and agrees to indemnify and keep indemnified the Bank and its assigns against all actions, suits, costs, charges, expenses, proceedings and damages and that may be suffered and/or incurred by the said transferees, if any of the statement made hereinabove are to be untrue and/or false.
14. I/We hereby state/s that whatever statements made hereinabove are true to their own knowledge, information and behalf and have been made on their own free will and they believe the same to be true.
15. I/We hereby confirm and undertake that in case the Borrower(s) and/or Mortgagor(s) default in making any repayments of the Loan instalments or other amount due in relation to the Loan, the Bank will be at complete liberty to sell, transfer or otherwise dispose of the Scheduled Property in any manner it deems fit and I/we will hand over the possession of the Scheduled Property without any demur or protest for the same.  
I/We understand that the Bank has granted/has agreed to continue to give the Loan on the faith and assurances that are provided hereinabove.

#### Schedule I Description of Scheduled Property

#### Schedule II List of Title Deeds/Documents in relation to the Scheduled Property Deposited with "IDFC Bank Limited"

SR. NO.	TITLE DOCUMENTS DEPOSITED
1.	
2.	
3.	
4.	
5.	
6.	

For Mortgagor(s) :

\_\_\_\_\_  
Name of Borrower

\_\_\_\_\_  
Signature of Borrower

\_\_\_\_\_  
Name of Co-Borrower

\_\_\_\_\_  
Signature of Co-Borrower

\_\_\_\_\_  
Name of Co-Borrower

\_\_\_\_\_  
Signature of Co-Borrower

\_\_\_\_\_  
Name of Co-Borrower

\_\_\_\_\_  
Signature of Co-Borrower

Witnessed by

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature



**OTHERS**

SPECIMEN

## AFFIDAVIT-CUM-UNDERTAKING-READY TO OCCUPY PROPERTIES

I/We, (i) Mr./Ms. \_\_\_\_\_ son/daughter/wife of Mr. \_\_\_\_\_  
aged \_\_\_\_\_ years residing at \_\_\_\_\_

and (ii) Mr. /Ms. \_\_\_\_\_ son/daughter/wife of Mr. \_\_\_\_\_  
aged \_\_\_\_\_ years residing at \_\_\_\_\_

I/We have been sanctioned home loan of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
Only) by IDFC Bank Limited a company registered under the Companies Act, 2013 and a banking company within the  
meaning of the Banking Regulation Act, 1949 and having its registered office at KRM Tower, 7th Floor, No. 1, Harrington Road,  
Chetpet, Chennai - 600 031, Tamil Nadu, India and amongst others, a branch at \_\_\_\_\_  
(hereinafter referred to as "the Bank", which expression shall, unless it be repugnant to the subject or context thereof,  
include its successors and assigns) and entered into Home Loan Agreement dated \_\_\_\_\_ with the Bank for the  
purpose of purchase of an existing house / an existing flat/ flat under construction (strike out whichever is inapplicable)  
situated at \_\_\_\_\_ (the Property).

I/We solemnly affirm and state that -

- i. Necessary permissions for the construction of the Property have been obtained and I/we have personally verified the original sanctioned plan (the copy of which is annexed herewith).
- ii. Completion certificate issued by the competent authority in respect of the building is obtained, the certified true copy of which is annexed herewith (strike out if inapplicable).
- iii. The Property is located in the category of authorized colonies.

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

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

\_\_\_\_\_  
Name of Borrower

\_\_\_\_\_  
Signature of Borrower

\_\_\_\_\_  
Name of Co-Borrower

\_\_\_\_\_  
Signature of Co-Borrower

\_\_\_\_\_  
Name of Co-Borrower

\_\_\_\_\_  
Signature of Co-Borrower

\_\_\_\_\_  
Name of Co-Borrower

\_\_\_\_\_  
Signature of Co-Borrower

Signed before me (Notary)

## IDFC BANK LTD. HOME LOANS - SCHEDULE OF CHARGES

S. No.	Items (INR)	Home Loans	Remarks
<b>1</b>	<b>Other Charges</b>	<b>Upto Rs.</b>	
a	EMI bounce charges	Rs.500	For each presentation dishonoured
b	Repayment instrument swap charges	Rs.500	Per repayment change request
c	Copies of documents Charges	Rs.500	Per request for copies
d	Duplicate List of Documents	Rs.500	Per request of list of documents
e	Duplicate No Objection certificate/No Due Certificate	Rs. 100	Request in addition to bank's issued letter
f	Disbursement cheque cancellation	Rs. 500 per cancellation	On specific request and as per bank's internal guidelines
g	Other Statutory / Mortgage creation charges e.g. Stamp duty, MOD, MOE, etc.	On actuals	As applicable for each state for creation of mortgage
<b>2</b>	<b>Charges on account of delayed payments/defaults</b>	<b>Upto Rs.</b>	
a	Default Interest	<b>2% per month.</b> Default Interest is levied in case of non-payment of the monthly payment. It is charged on the overdue instalment for the defaulted period.	
b	Incidental charges & Expenses	Incidental charges & expenses are levied to cover the costs, charges, expenses and other monies that may have been expended in connection with recovery of dues from a defaulting customer. Charged on actuals	
<b>3</b>	<b>Switch Fees</b>	Upto 0.5%	Switch Fees is applicable for variable rate loans for conversion from base rate to MCLR applicable on the outstanding loan amount.
<b>4</b>	<b>Product Conversion Fees</b>	Upto 0.5%	Conversion Fees is applicable for Short & Sweet Loan to Simple Home Loan & vice versa and applicable on the outstanding loan amount.
<b>5</b>	<b>Re-pricing Fees</b>	Upto 2%	Re-pricing Fee will be charged on loan outstanding. At the request of the borrower, bank at its sole discretion may permit the borrower for repricing of the loan
<b>6</b>	<b>Part payment fees</b>		
a	Variable rate home loans OR Hybrid rate loans during the period when the rate of interest is variable	NIL	
<b>7</b>	<b>Interest Rate</b>	Interest Rate on your loan will be the rate as applicable at the time of loan disbursement. Interest for the month will be charged on the last day of the month for <b>Short &amp; Sweet home loan</b> & on the EMI cycle for other loans basis loan outstanding on daily basis for actual number of days in a month. Interest Rate on your loans is linked to the MCLR rate for the period applicable to your loan.	
<b>8</b>	<b>Reset Frequency</b>	Interest rate on your loan will be reset based on the period of MCLR applicable to your loan.	

Goods & Service Tax, other government taxes and levies as applicable will be levied on all fees and charges.

**Note :** The above stipulated Schedule of Charges is subject to be revised from time to time by the Bank as will be updated on the official website of the Bank.

## IDFC - SCHEDULE OF SERVICE CHARGES (SHORT & SWEET HOME LOANS)

Cash and DD charges	Charges in INR (excluding Goods & Service Tax)
Cash Deposit Free Limit	1 lac
Cash deposit -Charge above free limit	Rs 3 per 1000
DD payable at Correspondent Bank locations	Rs 30 per DD
Cheque Return	Cheque deposited – Rs. 50 per cheque Cheque issued – Rs. 250 per cheque
<b>Debit Card &amp; ATM charges</b>	
Annual charges	NIL
ATM transactions IDFC Bank Ltd. ATMS	Free
ATM transactions Non IDFC ATMS (Cash Withdrawal, Balance Enquiry)	5 Txn per month Free Above 5 txn, Balance Enquiry Rs 8 per Txn, Withdrawal Rs 20 Per Txn
Reissuance (lost or damaged)	Free
Cross Country Mark Up for International transactions ( POS/ATM)	2%
Pin Regeneration	Free
<b>Payment Services</b>	
Intra-Bank Fund Transfer - Branch	Free
Intra-Bank Fund Transfer - NetBanking	Free
RTGS Payment - Branch	Free
RTGS Payment - NetBanking	Free
NEFT Payment - Branch	Free
NEFT Payment - NetBanking	Free
NACH Payment	Free
IMPS	Free
Payable At Par Cheque Issuance	Free
DD payable at IDFC BANK locations	Free
DD - Duplicate Issuance	Free
DD Cancellation/revalidation	Free
<b>Miscellaneous Services</b>	
Account Statement Physical ( Branch/Channel)	Free
Payable at Par Cheque Book	Free
Account Closure	Free
SMS/E mail Alerts	Free
Phone Banking	Free
Net Banking	Free
Mobile Banking	Free
Standing Instruction- Set Up/Execution/Amendment	Free
Bill Payment- Net Banking	Free
Bankers Verification ( Photo/Signature/Address)	Free
Balance Confirmation Certificate	Free
Record Retrieval	Free
Interest/TDS Certificate	Free
Stop Payment per Instruction	Free
Balance Enquiry ( Branch/ Channels)	Free

INTENTIONALLY LEFT BLANK

## DIRECT DEBIT MANDATE FORM

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

To,  
The Manager  
IDFC Bank Limited,  
\_\_\_\_\_ Branch

Ref: \_\_\_\_\_

I/We hereby authorise you to debit my/our account for making payment to IDFC Bank Limited through the direct debit clearing as per the details mentioned herein under. I/We authorise IDFC Bank Limited to raise demands from me/us till all my/our dues to IDFC Bank Limited as referred herein are cleared through the direct debit from my/our account.

I/We unconditionally consent and authorise IDFC Bank Limited to raise debits for such amounts as may be calculated by IDFC Bank Limited from time to time. However, the debits of such amount shall not exceed Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per month.

I/We declare that the particulars given herein are correct and complete. If any direct debit transaction is delayed or not effected for reasons of incomplete or incorrect information, I/we shall not hold you responsible. I/We authorise you to debit my/our account towards such charges as may be determined by you for the service of direct debit.

I/We authorise IDFC Bank Limited and their representatives, agents, service providers etc. to get this form verified and acknowledged from your Bank.

NAME OF ACCOUNT HOLDER(S) \_\_\_\_\_

ACCOUNT NUMBER \_\_\_\_\_

ACCOUNT TYPE \_\_\_\_\_

LOAN ACCOUNT NUMBER \_\_\_\_\_

DATE OF EFFECT \_\_\_\_\_

Loan Type and Details	Periodicity (Monthly/Quarterly)	Amount of Upper Limit	Valid Up to
	As & When Presented		Until Cancelled

\_\_\_\_\_

SIGNATURE OF ACCOUNT HOLDER (1)

\_\_\_\_\_

SIGNATURE OF ACCOUNT HOLDER (2)

Place \_\_\_\_\_

Date 

D	D

M	M

Y	Y	Y	Y

Place \_\_\_\_\_

Date 

D	D

M	M

Y	Y	Y	Y

We hereby certify that the particulars and signature(s) furnished above are as per our records.

Date 

D	D

M	M

Y	Y	Y	Y

\_\_\_\_\_

Bank Stamp and Signature of Authorised Official

INTENTIONALLY LEFT BLANK

[illegible]

With Bank	
IFSC	
or MICR	

an amount of Rupees

	₹	
--	---	--

FREQUENCY		DEBIT TYPE	
<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Half-Yearly	<input type="checkbox"/> Yearly
<input type="checkbox"/> As & when presented		<input type="checkbox"/> Fixed Amount	<input type="checkbox"/> Maximum Amount
Reference 1 <input type="text"/>		Phone No. <input type="text"/>	

[illegible]

Reference 2	E-mail ID

I agree for the debit of mandate processing charges by the bank whom I am authorizing to debit my account as per latest schedule of charges of the bank.

PERIOD

From 

--	--	--	--	--

OR ☒ Until Cancelled

This is to confirm that the declaration has been carefully read, understood & made by me/us/  
I am authorising the user entity/corporate to debit my account, based on the instructions as agreed and signed by me.  
I have understood that I am authorised to cancel/amend the mandate by appropriately communicating the cancellation/amendment request to the user entity/corporate or the bank where  
I have authorised the debit.

1.

Signatory

Name \_\_\_\_\_

2

Signatory

Name \_\_\_\_\_

3

## Signatory

Name \_\_\_\_\_



INTENTIONALLY LEFT BLANK

[illegible]

(Nomination under Section 45 ZA of the Banking Regulations Act, 1949 and Rule 2(1) of the Banking Companies (Nomination) Rule, 1985 in respect to Bank Accounts.)  
The Nominee or Guardian (if applicable) cannot be a holder on the account.

**Customer ID**

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

 (In case an existing Account Holder)

[illegible]

**Nominee Address** ☐ Same as primary account holder address ☐ Update address as below

[illegible]

**Relationship with Depositor (If any)**

**Date of Birth**

D D

M M

V V V V

If the nominee is a minor\*\*, please complete this section. As the nominee is a minor on this date, I/We appoint:

[illegible]

**Guardian Address**

to receive the amount of deposits in the account on behalf of the nominee in the event of my/our/minor's death during the minority of the nominee. (\*\* Where deposit is made in the name of a minor the nomination must be signed by a person lawfully entitled to act on behalf of the minor)

☐ **No**, I do not wish to nominate anyone on my behalf at this moment. I understand the advantages of nomination and the consequences of not nominating anyone to my account

I/We do hereby declare what is stated above is true to the best of my knowledge and belief.

Date     Place

SIGNATURE

WITNESS 1

**WITNESS 1**  
(Required only if applicants use thumb impressions)

WITNESS 2

**WITNESS 2**  
(Required only if applicants use thumb impressions)

**Mode of Operation:** ☐ Singly ☐ Either or Survivor ☐ Former or Survivor ☐ Jointly

## DECLARATION

1. I/We wish to avail the banking facilities/products from IDFC Bank Limited ("IDFC Bank"), and have read, understood and agree to the Terms and Conditions displayed on the website of IDFC Bank i.e. [www.idfcbank.com](http://www.idfcbank.com), which may be amended by IDFC Bank from time to time and hosted and notified on the website of IDFC Bank.
2. I/We have read, understood and agree to the charges/costs, mentioned in the extant Schedule of Charges. This Schedule of Charges is also displayed on [www.idfcbank.com](http://www.idfcbank.com).
3. I/We agree to abide by and be bound by all applicable rules/regulations/instruction/guidelines issued by the Reserve Bank of India, and under the FEMA regulations, 2000 governing EEFC Accounts, the Foreign Exchange Management Act, 1999 and Foreign Account Tax Compliance Act, 2010 (to the extent applicable to India) and the Common Reporting Standards (CRS), in force from time to time. I/We have declared our status as per the rules applicable under section 285BA of the Income Tax Act, 1961 (the Act) as notified by Central Board of Direct Taxes (CBDT) in this regard.
4. I/We authorize IDFC Bank to conduct my/our credit history verification with CIBIL or any other credit rating agency and acknowledge that IDFC Bank shall have the right and authority to carry out investigations from the information available in public domain for confirming the information provided by me/us to IDFC Bank. I/We declare that I/we have not availed any credit facility from any bank or have obtained NOC from such bank(s) for opening of a current account with IDFC Bank.
5. I/We agree to furnish and intimate to IDFC Bank any other particulars that we are called upon to provide on account of any change in law/statutory requirements either in India or abroad. I/We authorize IDFC Bank to exchange, share or part with all the information provided herein with financial institutions/agencies/statutory bodies/other such persons, as may be required by IDFC Bank. I/We shall not hold IDFC Bank or its agents/representatives liable for using/sharing such information.
6. I/We hereby declare that the information provided herein as well as in the documentary evidence provided by me/us to IDFC Bank (the "Customer Information") is true, correct and complete in all aspects to the best of my/our knowledge and that I/we have not withheld any Customer Information that may affect the assessment categorization of the account as a Reportable account or otherwise. I/We further agree that any false/misleading Customer Information given by me/us or suppression of any material fact will render my/our account liable for closure and the bank shall have the right to initiate any action, under law or otherwise.
7. If any of the information provided here is incorrect, I/We hereby agree to indemnify and keep indemnified IDFC Bank, affiliates and their successors or assignees.
8. I/We agree and understand that IDFC Bank reserves the right to reject my/our account opening application from/request without assigning any reason thereof and without being liable to me/us in any manner whatsoever.

Signature of Borrower

Signature of Co-Borrower

\_\_\_\_\_

Signature of Co-Borrower \_\_\_\_\_

\_\_\_\_\_

Signature of Co-Borrower

Date 

--	--

--	--

--	--	--	--

D D M M Y Y Y Y

INTENTIONALLY LEFT BLANK

## DISBURSEMENT REQUEST FORM

### IDFC BANK LTD DISBURSAL REQUEST FORM

To,  
The Manager  
IDFC Bank Limited,  
\_\_\_\_\_ Branch

Dear Sir/Madam,

<b>Customer Name/s</b>		
<b>Loan / Application Reference Number</b>		
<b>Disbursement Amount</b>		
<b>Disbursal</b> (Tick as applicable)	Part disbursal	
	Full disbursal	
<b>For part disbursal case-Stage of disbursement</b> (Tick as applicable)		
First disbursement		
Subsequent disbursement		
Final disbursement		

Please disburse the above loan amount to the following beneficiaries as detailed below:

<input type="checkbox"/> PO	<input type="checkbox"/> Fund Transfer
<b>Beneficiary</b> _____	
<b>Bank A/c</b> _____	
<b>Amount (in Rs.)</b> _____	
<b>Payable Location</b> _____	
<b>Beneficiary Bank</b> _____	
<b>Benf. Branch</b> _____	
<b>IFSC Code</b> _____	

<input type="checkbox"/> PO	<input type="checkbox"/> Fund Transfer
<b>Beneficiary</b> _____	
<b>Bank A/c</b> _____	
<b>Amount (in Rs.)</b> _____	
<b>Payable Location</b> _____	
<b>Beneficiary Bank</b> _____	
<b>Benf. Branch</b> _____	
<b>IFSC Code</b> _____	

<input type="checkbox"/> PO	<input type="checkbox"/> Fund Transfer
<b>Beneficiary</b> _____	
<b>Bank A/c</b> _____	
<b>Amount (in Rs.)</b> _____	
<b>Payable Location</b> _____	
<b>Beneficiary Bank</b> _____	
<b>Benf. Branch</b> _____	
<b>IFSC Code</b> _____	

<input type="checkbox"/> PO	<input type="checkbox"/> Fund Transfer
<b>Beneficiary</b> _____	
<b>Bank A/c</b> _____	
<b>Amount (in Rs.)</b> _____	
<b>Payable Location</b> _____	
<b>Beneficiary Bank</b> _____	
<b>Benf. Branch</b> _____	
<b>IFSC Code</b> _____	

\*Fund transfer includes disbursement payment via. NEFT/RTGS or to IDFC account

**Terms & conditions:**

1. I/We authorize IDFC bank to carry out the fund transfer transaction as per details mentioned above.
2. I/we hereby agree that aforesaid details including IFSC Code and beneficiary account number are correct.
3. I/we further acknowledge that IDFC bank accepts no liability for any consequences arising out of erroneous details provided by me/us.
4. NEFT/RTGS request is subject to RBI guidelines.

Yours sincerely,

Sr. No.	Customer Name	Customer Signature
1.		
2.		
3.		
4.		
5.		

Date             

D D      M M      Y Y Y Y

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

## BORROWER DECLARATION -VERNACULAR SIGNATURE

The contents of the following loan agreement documents has been explained by me \_\_\_\_\_

(Name and address of Witness) to \_\_\_\_\_

(Name & address of the person signing in) \_\_\_\_\_

Vernacular language in \_\_\_\_\_ (Name of the vernacular language) and

The same has been understood by him/her.

List of legal document,

---

---

---

---

---

Signature of Witness \_\_\_\_\_

Signature of Person signing in  
Vernacular language \_\_\_\_\_

Dated: \_\_\_\_\_

Place \_\_\_\_\_

INTENTIONALLY LEFT BLANK

SPECIMEN





HL/01-2018

Naman Chambers, C-32, G-Block, Bandra-Kurla Complex, Bandra (E), Mumbai 400 051.



1800 419 4332



banker@idfcbank.com



idfcbank.com



@IDFC\_Bank



/idfcbank