

List of NRI Home Loan Documents

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LOAN AGREEMENT

This Loan Agreement ("**Agreement**") is made at the place and on the date mentioned in Schedule I

BETWEEN

The Borrower and Co-Borrower, whose details are given in the Schedule I (hereinafter collectively referred to as the "**Borrower**" which expression, unless it be repugnant to the context or meaning thereof, shall mean and include his/her/their heirs, legal representatives, administrators, successors and permitted assigns) of the One Part

AND

DOHA BANK QSC, a body corporate constituted under the Laws of State of Qatar, having its branch office in India at the place mentioned in Schedule I hereto (hereinafter referred to as the "**Bank**", which expression, unless it be repugnant to the context or meaning thereof, shall mean and include its successors and assigns) of the Other Part.

WHEREAS relying upon the representations and information provided by the Borrower, the Bank has agreed to provide financial assistance to the Borrower on the terms and conditions hereinafter appearing to enable the Borrower to purchase a house.

NOW IT IS HEREBY AGREED AS UNDER:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement

Affiliate means, in relation to any person, a subsidiary of that person or a holding company of that person or any other subsidiary of that holding company.

Application Form shall mean the application form signed by the Borrower together with all related forms and consents in connection with the Borrower's application for the Loan.

Availability Period shall mean the period mentioned in Schedule I within which funds shall be available for drawdown by the Borrower under the Loan. The Availability Period may be varied by the Bank, in its sole discretion, in writing.

Balance shall mean, at any time, the aggregate of the outstanding Loan, Interest, Default Interest and other Charges which are payable by the Borrower under the Loan Documents.

Base Rate shall mean the rate per annum announced by the Bank as its Base Rate.

Business Day shall mean a day when banks are open for general banking business at the Bank's address stated in the Schedule I (other than Sundays and public holidays).

Charges shall mean the fees, costs, commissions, charges, penalties and fines which may be charged by the Bank in relation to the Loan.

Default Interest shall have the meaning assigned to such term in Clause 4 herein.

Equated Monthly Installments or EMIs shall mean monthly installment amount payable by the Borrower under this Agreement. Each installment shall be made up of principal and interest.

Events of Default shall mean any of the events described in Clause 11 (Events of Default).

Guarantor shall mean person mentioned in Schedule I.

Interest shall mean the interest which shall be payable by the Borrower to the Bank on the Loan as more specifically provided for in Schedule I hereto.

Loan shall mean the principal amount of the loan facility stated in Schedule I upto which the Bank may lend to the Borrower, in the manner and upon the terms and conditions specified in this Agreement and includes where the context so requires the outstanding amount of the Loan including principal amount, interest, additional interest and any amount payable by the Borrower, from time to time.

Loan Document means this Agreement, guarantee, security documents, the Sanction Letter and all other instruments, agreements, documents, deeds, undertakings, declarations, indemnities, papers and writings under/in relation to the Loan and any other document designated as such by the Bank from time to time (as amended, varied or supplemented from time to time).

Prepayment Threshold shall mean percentage of the sanctioned Loan amount as stated in Schedule I that is prepaid prematurely within any Financial Year on the terms and conditions prescribed by the Bank from time to time.

Primary Borrower shall mean the Borrower stated as such in Schedule I.

Property shall mean the immovable property described in Schedule I for the purchase of which the Loan has been availed by the Borrower.

Purpose shall mean the purpose set out in Clause 2 and Schedule I hereto.

RBI shall mean the Reserve Bank of India.

Restricted Party means a person that is: (i) listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, any Sanctions List; (ii) located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person located in or organized under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or (iii) otherwise a target of Sanctions ("**target of Sanctions**" signifying a person with whom a US person, an Indian person or other national of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities).

Sanction Letter shall mean the letter issued by the Bank to the Borrower sanctioning the Loan (**as amended, varied or supplemented from time to time**).

Sanctions means the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by: (i) the Government of India; (ii) Reserve Bank of India; (iii) the United States government; (iv) the United Nations; (v) the European Union (vi) the United Kingdom; or (vii) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury ("**OFAC**"), the United States Department of State, and Her Majesty's Treasury ("**HMT**"); (together "**the Sanctions Authorities**").

Sanctions List means the "Specially Designated Nationals and Blocked Persons" list maintained by OFAC, the Consolidated List of Financial Sanctions Targets, the Investment Ban List maintained by HMT, the Al-Qaida Sanctions List maintained by the 1267 / 1989 Committee established pursuant to various United Nations' Security Council Resolutions (UNSCRs) and the 1988 Sanction List maintained by the 1988 Committee established pursuant to various UNSCRs or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities.

Secured Assets shall mean the Property and any other asset of the Borrower in respect of which Security Interest is/will be created in favour of the Bank to secure the Loan and/or the performance of the Borrower's obligations under this Agreement or any other Loan Document.

Security Interest means any security for the payment of money or performance of obligations including a mortgage, charge, pledge, lien or guarantee and indemnity.

Tax shall mean any tax, levy, impost, stamp duty or other duty, charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of it).

1.2. In this Agreement, unless the context otherwise requires:

- a) the singular includes the plural and vice versa;
- b) reference to a person includes natural person, corporation, companies, partnership firm, limited liability partnership and any other entity (whether incorporated or not);
- c) headings in this Agreement are for convenience only and do not affect their interpretation;
- d) reference to any gender includes the other gender;
- e) Schedules and the Sanction Letter shall be deemed to constitute an integral part of this Agreement. However, it is hereby clarified that in the case of any inconsistency between the provisions of this Agreement and the provisions of the Sanction Letter, the provisions of this Agreement shall prevail, to the extent of such inconsistency;

- f) a law includes any Act, ordinance, regulation, rule, official directive, request, or guideline (whether or not having the force of law) of any authority; and
- g) terms which are not defined in this Agreement have the meaning (if any) given to them under the General Clauses Act, 1897.

2. LOAN AND PURPOSE

- 2.1 The Bank agrees to provide and the Borrower agrees to avail from the Bank, upon terms and conditions herein set forth or as may be stipulated by the Bank from time to time, the Loan not exceeding the amount, for the period and the Purpose stated in Schedule I.
- 2.2 The Loan shall be disbursed upon the receipt of the drawdown request by the Borrower. All requests must be made within the Availability Period. The Loan may be drawn in one or more tranches. If the Loan amount is not fully drawn down within the Availability Period, the undrawn portion shall be cancelled (unless otherwise approved by the Bank in writing) and the Bank may vary the terms of the Loan facility (including the EMI or the number of EMIs).
- 2.3 The disbursement of the Loan or any part thereof by the Bank may be made to the Borrower, or directly to the developer, builder or the seller of the Property (as the case may be) as the Bank may in its sole discretion deem fit.
- 2.4 The Borrower shall use the Loan only for the Purpose of buying the Property as mentioned in Schedule I.
- 2.5 The Bank shall not in any event be liable to disburse any amount beyond the Loan sanctioned by the Bank. The Borrower shall use his/their own funds towards the payment of difference between the total cost of the purchase of the Property and the Loan.

3. INTEREST

- 3.1 The Borrower agrees to pay Interest on the Loan on a monthly basis as a part of the EMIs. Unless otherwise stated in Schedule I, interest accrues on a daily basis and is calculated on the basis of a 365 day year (a 366 day year in the case of a leap year) or as determined by reference to usual market practice or such other basis as the Bank may determine from time to time. The Interest rate is linked to the Base Rate as determined by the Bank from time to time.
- 3.2 The Borrower agrees that the Interest including the Bank's Base Rate, fees, margin is subject to change. The Borrower's Interest rates may be revised as a result of changes to the Bank's base lending rates including but not limited to margin made by the Bank or as directed by the Reserve Bank of India. Upon any revision in the applicable Interest rate (which revision shall be effective from the date thereof), the Borrower shall be required to pay Interest on the Loan at such new applicable rate. Any change made by the Bank to the Base Rate and the floating interest rate, from time to time, shall be binding on the Borrower and shall become applicable as per these provisions.
- 3.3 Upon revision of the Interest rate, the Bank may vary or amend the repayment schedule and shall be entitled in its sole discretion to vary the EMI amount, tenor of the Loan, etc.
- 3.4 The Bank may at the request of the Borrower and on payment of applicable fee by the Borrower permit change of the Interest rate from floating interest rate to fixed interest rate and *vice versa*.

4. FEES AND CHARGES

- 4.1 The Borrower shall pay to the Bank or the Bank may deduct from the drawdown, an amount equal to Charges (including any tax, stamp duty, governmental charges or registration charges) in connection with the Loan.
- 4.2 In case of any delay in payment or non-payment of any amounts under this Agreement, **the Borrower shall pay Default Interest to the Bank as stated in Schedule I on the Balance** over and above the applicable Interest rate **under the Agreement**. Such Default Interest shall be debited to the Borrower's Loan account and shall be deemed to form part of the outstanding Loan. Without prejudice to the foregoing, the Borrower shall be liable to pay Default Interest to the Bank on breach of any terms and conditions herein or occurrence of any Event of Default. Such Default Interest shall be charged / debited to the Borrower's Loan account and shall be deemed to form part of the outstanding Loan. Such interest and other amounts shall, accordingly attract interest at the same rate as charged on the Loan in terms of this Agreement until payment thereof to the Bank to its satisfaction.

- 4.3 The processing fee payable by the Borrower in respect of the Loan shall be non-refundable.
- 4.4 The Borrower agrees to pay to the Bank all such other and further Charges that may become payable by the Borrower to the Bank as a consequence of the Loan being availed by the Borrower under this Agreement. The details of Charges and fees are available at the Bank's branch office.
- 4.5 The Bank shall be entitled to revise the Charges payable by the Borrower, at any time during the tenor of the Loan. Upon any revision of the Charges payable by the Borrower, the Bank shall intimate the Borrower of the revision, and the Borrower shall be required to make payment on the basis of the revised Charges.

5. CONDITIONS PRECEDENT

- 5.1 The Borrower must fulfill the Bank's requirement of creditworthiness. The Bank shall be entitled to make or cause to be made inquiries of such nature as the Bank may deem fit of the creditworthiness of the Borrower. The Bank shall be further entitled to call for such information from the Borrower as may be required to prove the creditworthiness of the Borrower.
- 5.2 Any disbursement under the Loan shall be subject to the fulfillment of the following conditions by the Borrower. The Borrower shall:
- a) execute all documents, indemnities and security documents as required by the Bank necessary to create Security Interest on the Secured Assets (including the Property) in favour of the Bank;
 - b) deliver all original title documents, no-objection letters from society or other person and any other relevant documents in respect of the Secured Assets to the Bank or any other person authorised by the Bank in this regard;
 - c) deliver to the Bank all duly executed instruments, deeds and relevant documents of discharge or release of the existing mortgages charges, caveats, or encumbrances, if any, over the Secured Assets;
 - d) obtain all consents and approvals required in connection with the purchase of the Property;
 - e) deliver to the Bank a valuation report of the Property satisfactory to the Bank;
 - f) pay all the Charges to the Bank in connection with the Loan and this Agreement, including without limitation, processing fee (the Bank may deduct any fees payable from funds drawn down);
 - g) satisfy the Bank's insurance requirements (including, payment of the insurance premiums in the manner the Bank requires) and the requirements of the insurer in respect of the Property;
 - h) provide evidence satisfactory to the Bank that the Borrower has used his/their own funds towards the payment of the difference between the total cost of the purchase of the Property and the amount of the Loan;
 - i) comply with all applicable law including guidelines of the Reserve Bank of India and any other authority;
 - j) ensure that no Event of Default has occurred or is likely to occur;
 - k) submit to the Bank necessary proof that the Primary Borrower holds an Indian passport and is a resident of the country as stated in Schedule I and that he/she holds residence permit of such country which is valid on the date of this Agreement;
 - l) provide to the Bank proof of a valid employment contract in the name of Primary Borrower in the country of residence and that the Primary Borrower has been in employment in such country indicating an indefinite period of stay outside India; and
 - m) provide all other documents and information the Bank reasonably requests.
- 5.3 In the event that the Conditions Precedents are not fulfilled by the Borrower, prior to the expiry of the Availability Period, and no extension or waiver in relation to the same is given by the Bank, the Borrower shall not be entitled to drawdown the Loan or any part thereof, and shall be liable to pay all processing fees, other Charges, etc. under this Agreement or as stipulated by the Bank.

6. REPAYMENT, PREPAYMENT AND FORECLOSURE:

- 6.1 The Borrower shall repay the Loan in installments in form of EMIs on each EMI payment date as stated in the amortization / repayment schedule as may be issued by the Bank from time to time.
- 6.2 The Borrower shall pay the EMIs even if the Borrower does not draw down all or any part of the Loan.
- 6.3 If the Bank varies the Interest rate, the Bank will notify the Borrower and in such event, if the scheduled EMIs would not result in the Loan being repaid on time, the Bank may:
 - a) vary the amount of the EMI and the number of EMIs; and/or
 - b) extend the term of the Loan facility.
- 6.4 If the Borrower is in default or any Event of Default has occurred, the Bank may review the repayment terms and vary them (including the amount and number of EMIs and the term of the Loan) as the Bank considers appropriate. The Bank will notify the Borrower of the revised terms.
- 6.5 The Borrower may prepay all or part of the Loan if:
 - (a) the Borrower gives the Bank reasonable notice in writing;
 - (b) the prepayment amount complies with any minimum or maximum amount the Bank specifies;
 - (c) the Borrower prepays only part of the Loan, the Borrower maintains a minimum Loan balance the Bank specifies; and
 - (d) the Borrower pays all accrued but unpaid interest, fees and costs in connection with the Loan (including any early redemption or prepayment fees in connection with the prepayment in accordance with the extant guidelines).
- 6.6 The Borrower may prepay an amount upto the Prepayment Threshold without any prepayment charge however being subject to the condition that the Loan is not foreclosed within 12 months from the date of prepayment. If the Borrower prepays only part of the Loan, the Bank may adjust the amount of each EMI, the number of EMIs and/or the term of the Loan.
- 6.7 No prepayment charges shall be required to be paid by the Borrower, in the event that the Loan is floating interest rate term loan unless otherwise stated in Schedule I.
- 6.8 The Bank may, at the request of the Borrower, permit the Borrower to foreclose the Loan, upon such terms and conditions and at the end of such period as the Bank may deem fit upon payment of applicable foreclosure charges. No foreclosure charges will be applicable where the Borrower has availed of a variable Interest rate and wishes to foreclose the entire Loan.
- 6.9 The Borrower shall pay all the EMIs and other amounts payable under this Agreement without any demur, protest or default and without claiming any set-off or counter claim or deduction (including on account of any tax), on the respective due dates.
- 6.10 If any law requires the Borrower to deduct any Tax from a payment to the Bank under this Agreement, the Borrower must increase the amount payable so that, after making the deduction, the Bank receives the amount it would have received if no deduction had been required. The Borrower agrees to deduct the amount for the Tax, pay that amount to the relevant authority in accordance with applicable law and give the Bank the original receipts.
- 6.11 The 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 RBI from time to time.
- 6.12 If the Primary Borrower ceases to be an Indian citizen and /or acquires citizenship of any other country or a foreign passport or the Primary Borrower changes his residence from the country stated in the Schedule I to another country or leaves the country of residence as stated in the Schedule I for employment or business or for long-term stay in any other country, the Bank may, at its sole discretion,
 - a) require the Borrower to forthwith repay the outstanding Loan together with all interest, costs, charges and other amounts due by the Borrower to the Bank under this Agreement; or
 - b) review the repayment terms and vary them (including the amount and number of EMIs and the term of the Loan) as the Bank considers appropriate. The Bank will notify the Borrower of the revised terms. The Borrower shall execute necessary documents in this respect as required by the Bank.

7. MODE OF PAYMENT, TIME AND PLACE

- 7.1 The Bank may require the Borrower to deposit such ECS mandates, cheques, standing instructions or any other instrument in respect for repayment of the Loan as the Bank may consider appropriate. The Bank may encash such cheques, standing instructions and other instruments deposited by the Borrower without any intimation to the Borrower. The Borrower shall ensure that sufficient funds are available in the account to which the said cheques/ instruments/ECS relate. The Borrower shall not issue any instruction to stop payment or presentment in respect of any such ECS mandate, cheques, standing instructions or other instruments given to the Bank under this Agreement. The Borrower shall not, without prior written consent of the Bank, close or encumber in any manner the bank account to which the cheques, ECS mandate or other instruments relate. The Borrower also agrees to replace the cheques, standing instructions or other instruments as notified by the Bank.
- 7.2 The Borrower shall at all times maintain an account with the Bank. The Bank shall have the right (but not the obligation) to deduct the EMI(s) on the due dates from that account. The Borrower shall ensure that the account has sufficient funds for deduction before each due date.
- 7.3 The Borrower authorises the Bank acting through any of its officers, agents as the Borrower's true and lawful attorney to act on the Borrower's behalf to fill up the dates, amounts and/or other details as may be necessary in the cheques submitted to the Bank by the Borrower from time to time, so as to pay the outstanding Balance of the Loan from time to time to the Bank. The Borrower confirms that the authority given by the Borrower to the Bank to fill in the requisite details in the cheques deposited by the Borrower with the Bank is as permitted under the provisions of Section 20 of the Negotiable Instruments Act, 1881 and the same does not amount to an alteration of the cheques given by the Borrower to the Bank.
- 7.4 In event the due date in respect of any amounts payable under this Agreement falls on a day other than a Business Day, the immediately preceding working day shall be the due date for such payment.
- 7.5 The Borrower agrees in the event of any dishonour of ECS, cheques or standing instructions 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. Further, in case of dishonour of cheques, the Bank may commence criminal proceedings against the Borrower under section 138 of the Negotiable Instruments Act 1881 of India.
- 7.6 The Bank may make necessary currency conversions at the rate it reasonably considers appropriate for recovering the payments under this Agreement.
- 7.7 In the event of any variation in:
- a) the date of payment of EMI or any other amount payable under this Agreement;
 - b) the amount of interest, principal or EMIs;
 - c) the value of the Property,
 - d) or if otherwise required by the Bank, the Borrower shall forthwith issue fresh cheques/ ECS/ standing instructions to the Bank as may be required by the Bank.
- 7.8 If the Borrower wishes to swap the cheques or other payment instruments provided to the Bank, the Borrower shall be entitled to do on payment of applicable Charges.
- 7.9 Upon any default by the Borrower in repayment of any amounts under this Agreement, the Bank shall be entitled to present and re-present for payment, the cheques issued by the Borrower in favour of the Bank.

8. SECURITY

- 8.1 Repayment of the Loan, Interest, fees, costs, charges and expenses and all other amounts payable under this Agreement to the Bank shall be secured by a first and exclusive charge by way of mortgage in favour of the Bank over the Property and any other security as may be acceptable to the Bank.
- 8.2 The Borrower shall execute such bonds, promissory notes and all other documents, powers of attorney and agreements in such manner and form as may be required by the Bank.
- 8.3 The Borrower shall deposit the title documents relating to the Property as may be required by the Bank, within 30 days from the execution of this Agreement. Without prejudice to the Bank's other rights, in case of any delay by the Borrower beyond 30 days to comply with the aforesaid requirement,

the Borrower shall be liable to pay to the Bank Default Interest at the rate of mentioned in Schedule I over and above the Interest rate applicable to the Loan.

8.4 The Borrower shall ensure that the value of the Secured Assets shall at all times be sufficient to comply with the margin requirements intimated by the Bank from time to time.

8.5 The Bank may require the Borrower to create further security as the Bank may deem fit.

9. REPRESENTATIONS AND WARRANTIES OF THE BORROWER

The Borrower represents and warrants that:

- a) the information furnished by the Borrower for availing of the Loan is, and shall be, true, complete and correct and that subsequent to the Application Form there has been no material change which would affect the grant of the Loan;
- b) the entry into, delivery and performance by the Borrower of this Agreement and the transactions contemplated by this Agreement do not conflict with any applicable law or with any document which is binding upon the Borrower or on any of the Borrower's assets;
- c) the difference between the purchase price of the Property and the Loan shall be paid from the Borrower's own sources, and not out of funds obtained through a credit facility granted by any bank or financial institution or a loan from the seller of the Property;
- d) there is no action, litigation or proceedings against the Borrower and/or the Secured Assets pending before any authority, which might affect the Borrower's ability to perform its obligation hereunder;
- e) no adverse claims have been made and no notice for acquisition or similar action has been issued in respect of the Secured Assets;
- f) Property is insured for all risks and for such value as may be required by the Bank and that the Bank is made the sole beneficiary under the policy;
- g) the contract for sale of the Property between the Borrower and the builder/developer/vendor, as the case may be, is valid and subsisting under applicable laws;
- h) the Property is residential property and the Borrower shall not utilize the Property or any part thereof for commercial use;
- i) the Borrower has paid all Taxes (including income tax) payable to the government or any other authority and there are no arrears or outstanding dues or taxes in this regard and further that there are no proceedings or actions or claims initiated or are pending against the Borrower in respect of Taxes;
- j) there are no mortgages, charges, lis pendens, attachments, demands, liens, trust, inheritance or liens or other encumbrances or any right of way, light, water or other easements or right of support on the whole or any part of the Secured Assets;
- k) the Secured Assets (being immovable property) are not included in or affected by any of the schemes of Central/State Government or of the improvement trust or any other public body or local authority or by any alignment widening or construction of road under any scheme of the Central/State Government or of any Corporation, Municipal Committee, Gram Panchayat or any other Governmental Authority;
- l) no material change has taken place which would affect the Borrower or the Secured Assets;
- m) no Event of Default has occurred or is likely to occur;
- n) the Borrower is able to pay his debts and is not insolvent;
- o) the Primary Borrower is a non-resident Indian / a person of Indian origin and holds a valid Indian passport as per details stated in the Schedule I;
- p) the Primary Borrower is not a resident of India and is a resident of the country stated in Schedule I under residence permit of such country which is valid on the date of this Agreement and possesses a valid employment contract or 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;

- q) the Borrower shall promptly notify the Bank regarding the change in the status of the Primary Borrower as a non-resident Indian or change in employment of the Primary Borrower;
- r) the Borrower shall promptly notify the Bank upon any change in the country of residence of the Primary Borrower as stated in the Schedule I or leaving such country of residence for employment or business or a long-term stay in any other country;
- s) the Borrower shall abide by and fulfil all 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;
- t) the Loan shall not be used for any unlawful and/or speculative purpose or any other purpose other than the Purpose stated herein;
- u) apart from the documents of title mentioned in Schedule I hereunder written, there are no other title documents pertaining to the Property and if any title deeds are found/received in respect of the Property the same will form part of the title deeds deposited/ to be deposited with the Bank to perfect the security created / to be created in favour of the Bank; and
- v) the Borrower shall fulfill all terms and conditions of this Agreement.

10. COVENANTS

10.1 The Borrower shall:

- a) immediately notify the Bank if the Borrower changes the Borrower's employment or profession;
- b) immediately notify the Bank if any Event of Default has occurred or is likely to occur and take steps to remedy it;
- c) maintain the Property in good condition;
- d) pay all Taxes, assessments and dues in respect of the Secured Assets immediately when the same shall become due to the relevant authority;
- e) notify the Bank of any material loss or damage to the Secured Assets;
- f) notify the Bank of any dispute, claim or action by any regulatory body, authority or any other person concerning the Secured Assets;
- g) allow an agent or representative of the Bank to visit and inspect the Secured Assets;
- h) obtain all requisite permissions and approvals from relevant government authorities as required under applicable law in relation to all transactions contemplated by this Agreement;
- i) promptly inform the Bank upon any change in the country of residence or change in non-resident status of the Primary Borrower as stated in the Schedule I;
- j) notify the Bank if the Borrower becomes aware that any information furnished by the Borrower or any security provider is untrue, incorrect or misleading;
- k) keep the Secured Assets insured for such amounts as the Bank may require and Bank shall be the sole beneficiary /loss payee/ assignee under the insurance policy and shall deposit all the insurance policies, premiums and receipts with the Bank and if the Bank receives any claim amount in connection with an insurance policy, the Bank may apply the amount against the balance owing and varying the amount and number of EMIs and/or the term of the Loan facility;
- l) reimburse the Bank for any insurance premiums paid by the Bank in respect of the Secured Assets;
- m) ensure that the insurance covers the risks including fire, earthquake, flood, storm and all other natural calamities and acts of God;
- n) shall not permit or authorize any other person to, directly or indirectly, use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of the Loan or other transaction(s) contemplated by this Agreement to fund any trade, business or other activities: (i)

involving or for the benefit of any Restricted Party, or (ii) in any other manner that would reasonably be expected to result in the Borrower or the Bank being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming a Restricted Party; and

- o) abide by and follow all applicable laws and regulations including RBI regulations.

10.2 The Borrower shall not:

- a) sell or dispose of the Secured Assets or enter into any arrangement to do so; or
- b) grant any lease or license over the Secured Assets or otherwise part with possession of the Secured Assets or enter into any arrangement to do so; or
- c) create or allow to exist any security interest over the Secured Assets except in favour of the Bank; or
- d) use the Property for any purpose other than for residential use; or
- e) give any guarantee in connection with money borrowed or other financial obligation of any person.

11. EVENTS OF DEFAULT

11.1 Each of the following is an Event of Default:

- a) The Borrower does not pay any amount under this Agreement or any Loan Document when it becomes due.
- b) The Borrower uses the Loan or any part thereof, for any purpose other than the Purpose as stated herein.
- c) The Borrower, Guarantor or any security provider gives the Bank false, incorrect, incomplete or misleading information or makes a representation or warranty that is incorrect or misleading.
- d) The Borrower or any other person commits any breach or default in performance or observance of any covenant, obligation, term, condition or undertaking imposed upon or undertaken by the Borrower or such other person (as the case may be) under this Agreement, Loan Document, guarantee, any of the security documents and/or any other agreements.
- e) The Borrower breaches any term of any arrangement the Borrower has with the Bank or any other financial institution or the Bank or other financial institution suspends or terminates the Borrower's use of any banking facility.
- f) The Borrower commits any act of bankruptcy, insolvency, dissolution, suspends payment to any of its creditors, or if any petition of bankruptcy or winding up or insolvency or dissolution is filed by or against the Borrower.
- g) A receiver is appointed over or any distress of execution or seizure is levied or enforced upon or threatened against the whole or any part of the property of the Borrower.
- h) If the Borrower is unable or has admitted in writing its inability to pay any of its debts as they mature or when due.
- i) If the Borrower is included in defaulters list issued by the Credit Information Bureau (India) Limited or any other similar agency.
- j) If there is deterioration or impairment of the Secured Assets, or any part thereof or any decline or depreciation in the value or if the security interest or the guarantee provided (if any) becomes unenforceable.
- k) If the Borrower ceases or threatens to cease or carry on his employment.
- l) If any circumstance or event occurs that would have material adverse effect on the capacity of the Borrower to repay the Loan or on the Secured Assets.
- m) If the Security Interest on the Secured Assets or any part thereof or guarantee given for securing the due repayment of the Loan, interest and other charges/costs becomes unenforceable.
- n) Failure of the Borrower to submit any document(s) or perform any action, including registration of any document in relation to the Secured Assets including the Property as notified by the Bank.

- o) If the Borrower, Guarantor (if any) or the security provider fails to furnish any information or documents required by the Bank.
- p) Where the Borrower, or where the Loan has been provided to more than one Borrower, any of the Borrowers is divorced or dies or becomes insane or becomes unable to handle his own affairs.
- q) If the Borrower or any of the Borrowers is/are involved in any civil litigation or criminal offence.
- r) If the cheques or such other payment instruments in relation to the Loan is/are dishonoured.
- s) An event or circumstance which would with the expiry of a grace period, giving of notice or the making of any determination under the Loan documents or any combination of them be an Event of Default.

11.2 If any Event of Default or any event which, after notice or lapse of time or both would constitute an Event of Default shall have happened, the Borrower shall forthwith give the Bank notice thereof in writing specifying such Event of Default and without prejudice to the rights of the Bank hereunder, upon such notice by the Borrower, the entire amount of Loan together with interest and all other amounts as stated herein shall become due and payable forthwith and the Bank shall be entitled to enforce the security and recover the Loan with interest and all other amounts.

11.3 If an Event of Default occurs, the Bank shall, inter alia, have following rights:

- a) the Bank may cancel the Loan facility and declare all undrawn commitments as cancelled;
- b) the Bank may demand immediate repayment of the Balance outstanding and all amounts owing to the Bank under this Agreement;
- c) the Bank may enforce the security in respect of the Secured Assets;
- d) the Bank may take possession of the Security Assets 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;
- e) take any other action as it may deem fit for recovery of its dues and enforcement of the Security Interest including initiating appropriate legal proceedings; and
- f) the Bank and the RBI may disclose or publish the Borrower's name as a defaulter or in any manner the Bank considers appropriate.

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.

12. APPROPRIATION OF PROCEEDS

Unless otherwise agreed to by the Bank, any payments due and payable by the Borrower to the Bank shall be appropriated in the following order:

- a) Firstly, towards costs, charges , expenses and other monies due and payable by the Borrower to the Bank under the Loan;
- b) Secondly, towards Interest, Default Interest, overdue interest due and payable and or accruing and payable to the Bank under the Loan;
- c) Lastly, towards repayment of the principal amount of the Loan due and payable by the Borrower to the Bank.

Notwithstanding anything contained hereinabove, the Bank may, at its discretion, appropriate such payments towards the dues, if any, payable by the Borrower in respect of any other facility availed of by the Borrower from the Bank.

13. DISCLOSURE AND INFORMATION

13.1 The Borrower hereby authorises the Bank to disclose any information in relation to the Borrower or the Loan as the Bank shall consider appropriate for any such commercial, banking, administrative, funding or business purposes as the Bank thinks fit to:

- a) any Affiliate, head office or branch of the Bank;
- b) any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to the Bank or its affiliates;
- c) any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Bank or its Affiliates; and/or
- d) any other person:
 - (i) to (or through) whom the Bank assigns or transfers (or may potentially assign or transfer) all or any of its rights and obligations under the Loan;
 - (ii) with (or through) whom the Bank enters into (or may potentially enter into) any participation or sub-participation in relation to, or any other transaction under which payments are to be made by reference to, the Loan or the Borrower;
 - (iii) with (or through) whom the Bank enters into (or may potentially enter into) any transaction in connection with the purchase or sale of any credit insurance or any other contractual protection or hedging with respect to the Borrower's obligations under the Loan;
 - (iv) pursuant to the processing or management of data relating to any facility or proposed facility or the Borrower; and/or
 - (v) to whom such disclosure is considered by the Bank to be in the Bank's interests.

13.2 The Borrower hereby agrees that in case the Borrower commits default in the payment /repayment of the dues on the due date, the Bank and/or the RBI will have an un-qualified right to disclose or publish the name of the Borrower or the guarantor as defaulter in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.

13.3 The Borrower hereby agrees and gives consent for the disclosure by the Bank of all or any such:

- a) information and data relating to the Borrower;
- b) information or data relating to the Loan; and
- c) default under this Agreement.

as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Limited and any other agency authorized in this behalf by RBI.

The Borrower declares that the information and data furnished by the Borrower to the Bank is true and correct.

13.4 The Borrower undertakes that:

- a) the Credit Information Bureau (India) Limited 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) Limited and any other agency so authorized may furnish for consideration, the proposed information and data of products thereof prepared by them, to banks / financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.

13.5 The Borrower shall not hold the Bank responsible or liable in this regard.

14. ASSIGNMENT AND SECURITISATION

14.1 The Borrower shall not transfer or assign any of the Borrower's rights and obligations under this Agreement to any person without the prior written consent of the Bank.

14.2 The Bank may, without consent, reference to or intimation to the Borrower, be absolutely entitled and have full power and authority, to sell, transfer, securitize and/or assign to any party or person as the Bank may decide including assigning or reserving the Bank's power to proceed against the Borrower on behalf of the assignee in event of default by the Borrower. The Bank may also assign to such assignee the right to proceed against the Borrower directly. Any such sale or assignment shall bind

the Borrower. The Borrower agrees that the Borrower may not claim against any assignee/ transferee (or any other person who has an interest in this Agreement) any right of set-off or other rights the Borrower has against the Bank. The Borrower shall execute and give the Bank or any other person the Bank specifies any document the Bank may reasonably require for this purpose.

14.3 If the Bank asks, the Borrower shall execute and give the Bank or any other person as the Bank specifies any document the Bank reasonably requires for this purpose.

15. AGENTS

15.1 The Bank may employ independent contractors and agents to perform any of its obligations under this Agreement (including administration of the Loan and collection and receipt of the amounts under the Loan) and to perform all such acts under this Agreement as the Bank may deem appropriate. For this purpose the Bank may disclose to such independent contractors and agents all necessary and relevant information pertaining to the Borrower and the Loan and the Borrower hereby consents to such disclosure by the Bank.

16. NOTICES

16.1 The Borrower must give the Bank in writing his/their address, telephone, fax number, email address and mobile phone number for receipt of notices and other communications in connection with this Agreement. The Borrower shall intimate in writing to the Bank 15 (fifteen) days in advance of any change in the address of the Borrower herein above given and as stated in the records, failing which any correspondence sent by the Bank to the Borrower, to the addresses available in records shall be deemed to have been duly served upon the Borrower.

16.2 Unless otherwise provided in this Agreement, notices and communications must be legible and sent to the address, telephone number, fax number, email address or mobile phone number last notified. Notices and communications to the Borrower are effective:

- a) if sent by fax, at the time shown on the transmission report as being successfully sent;
- b) if delivered personally, at the time of delivery;
- c) if sent by courier or post within India, 2 banking days after posting;
- d) if sent by courier or post outside India, 5 banking days after posting;

16.3 Any notice to be sent to the Bank by the Borrower shall be sent by prepaid post at the addresses mentioned above. Any notice addressed to the Bank shall be deemed to be received by the Bank when it shall have been actually received by the Bank.

16.4 Subject to any applicable law, the Borrower consents to the Bank recording the Bank's telephone conversations with the Borrower or a Borrower's agent. The Bank may use the recorded conversations or transcripts in any dispute in connection with this Agreement.

16.5 The Borrower agrees that any notice, statement or request served or sent to the address as stated in the Schedule I as the address for receipt of notices or other communications under this Agreement shall be deemed to be served on all the Borrowers and need not be separately served on each of the Borrower (in case there are more than one Borrower).

17. JOINT AND SEVERAL LIABILITY

17.1 If there is more than one Borrower, each Borrower is liable jointly and severally for all obligations under this Agreement (including the obligation to repay the Balance).

18. LIEN AND SET-OFF

18.1 Without prejudice to what is stated hereinabove, 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 amounts under this Agreement, in addition to any general lien or right of set off to which the Bank may be entitled by law or by contract, the Bank shall, at its sole discretion and without notice to the Borrower, be at liberty to apply and set-off any money or amounts standing to the credit of the Borrower in any account (including fixed deposit account) with the Bank against any amount the Borrower owes the Bank. This applies whether or not the obligation is matured or contingent. The Bank may also combine or consolidate all accounts the Borrower maintains with the Bank. The Bank may make any necessary currency conversions at the rate it reasonably consider appropriate.

19. FORCE MAJEURE

19.1 The Bank shall not be liable for any failure or delay in performing any obligation to the Bank under this Agreement or related documents or in connection with the Loan where such failure or delay is due to any event beyond the reasonable control of the Bank, including (but not limited to) without prejudice to the generality of the foregoing, acts of God, civil disturbances, terrorist activity, wars, strikes, epidemic or widespread quarantine. The Bank would resume performance as soon as reasonably practicable after the reason or event preventing or delaying performance ceases or abates.

20. WAIVER:

20.1 No forbearance, indulgence, delay or relaxation by the Bank at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of the Bank herein and any waiver or acquiescence by the Bank of any breach of any provision of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provision.

21. SEVERABILITY

21.1 If any provision of this Agreement is invalid or unenforceable or prohibited under applicable law, then it will be ineffective only to the extent of such prohibition or un-enforceability but that shall not invalidate or affect the remaining provisions of this Agreement.

22. AMENDMENTS

22.1 The Bank reserves the right to alter, amend or revise any of these terms and conditions and may notify the Borrower of any changes to terms and conditions in any manner it considers appropriate.

23. GOVERNING LAW AND JURISDICTION

23.1 This Agreement shall be governed by and interpreted in accordance with the laws of India. The Parties hereto unconditionally submit to the non-exclusive jurisdiction of the courts and tribunals in place in India where the branch of the Bank is situated as mentioned in Schedule I hereto, for the determination of any matters arising out of or under this Agreement. Provided that nothing stated herein shall limit the right of the Bank to initiate proceedings against the Borrower in any other court of competent jurisdiction and nor shall the initiation of the proceedings in any one or more jurisdictions by the Bank preclude the taking of the proceedings by the Bank in any other jurisdiction (whether concurrently or not).

24. INDEMNIFICATION

24.1 The Borrower hereby expressly agrees to and hereby does indemnify, save, defend and hold harmless the Bank and its officers, directors, employees, shareholders, agents, consultants and other representatives, successors and assigns of, from and against all, direct and indirect, claims, damages, losses, costs and expenses, including attorneys' fees arising out of any action, omission, breach or default by the Borrower under or in the course of performing this Agreement and/or otherwise incurred by the Bank as a result of granting the Loan to the Borrower. The Borrower shall make payment of any claim made by the Bank without any demur, reservations, contest, protest whatsoever within a maximum of 7 (seven) Business Days from the date of the claim.

SCHEDULE I

1. Details of the Borrower:	
Name:	
Age:	
Passport No:	
Passport Issued by: (Name of the country)	
Country of residence and address:	
Status:(Resident or Non-resident Indian)	



Address in India:	
Phone No.:	
Facsimile:	
Email id:	
Relationship with Co-borrower:	
2. Details of the Co-borrower:	
Name:	
Age:	
Passport No:	
Passport Issued by: (Name of the country)	
Relation with the Co-Borrower:	
Country of residence and address:	
Status:(Resident or Non-resident Indian)	
Address in India:	
Phone No.:	
Facsimile:	
Email id:	
Relationship with the Borrower:	
3. Primary Borrower:	
4. Details of the Guarantor:	
Name:	
Age:	
Passport No:	
Passport Issued by: (Name of the country)	
Relation with the Borrower:	
Country of residence:	
Status:(Resident or Non-resident Indian)	
Address in India:	
Phone No.:	
Facsimile:	
Email id:	

5. Address of Bank's Branch office:	
6. Address for notices and other communication and notices to the Borrower:	
7. Details of the Property:	
8. Purchase consideration	
9. Borrower's contribution	Cost of the Property: _____ Borrower's contribution: _____
10. Purpose of the Loan	Buying the Property mentioned herein.
11. Sanction Letter reference	
12. Loan amount	
13. Loan Tenor	
14. Applicable Base Rate	
15. Current applicable Interest rate	
16. Default Interest	
17. Prepayment Threshold	_____ %
18. Prepayment charges	
19. Foreclosure charges	
20. Availability Period	
21. Details of EMI	Amount of EMI: INR _____/- (Indian Rupees _____ only) Due dates for payment of EMI: _____ day of every month Due Date of First EMI: _____ Due Date of Last EMI: _____
22. Details of Secured Assets	1. Property as mentioned above. 2. _____ 3. _____
23. Details of payment instruments	PDCs / ECS: _____

Bank Name	Bank A/c No.	Amt. of Instalment in INR

Additional Details for PDC's :

Cheque Nos. (From and Upto)	No. of Cheques	Remarks

LIST OF TITLE DEEDS FOR THE PROPERTY

No.	Title	Original / Copy

Date:

Place:

IN WITNESS WHEREOF the parties hereto have executed/ caused to be executed these presents the day and year first hereinabove written in the manner herein after appearing.

<p>Signed and delivered by the Borrower:</p> <p>Name:</p> <p>In case of the Borrower signing in vernacular:</p> <p>Read over and explained to the Borrower in (the concerned language to be inserted)</p>	
<p>Signed and delivered by the Co-borrower:</p> <p>Name:</p> <p>In case of the Co-borrower signing in vernacular:</p> <p>Read over and explained to the Co-borrower in (the concerned language to be inserted):</p>	
<p>Signed and delivered for Doha Bank QSC</p> <p>Name:</p> <p>Designation:</p>	

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IRREVOCABLE POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, the Borrower (which term shall, unless repugnant to the context be deemed to include his/her/their heirs, legal representatives, executors, administrators and permitted assigns) as mentioned in Schedule hereunder written **SENDS GREETINGS**.

☒

WHEREAS by a Loan Agreement dated _____ (the "**Loan Agreement**"), **DOHA BANK QSC**, a body corporate constituted under the Laws of State of Qatar, having its branch office in India at the place stated in the Schedule hereunder (hereinafter called the "**Bank**", which term shall so far as the context admits be deemed to mean and include its successors and assigns) has provided/agreed to provide loan facility upto a maximum principal amount of Rs. _____/- (Indian Rupees _____ only) (the "**Loan**") to me/us for the purpose of buying a house/dwelling unit as stated in the Schedule hereto (the "**Property**"), on the terms and conditions contained in the Loan Documents (as defined in the Loan Agreement).

AND WHEREAS as one of the conditions for sanction of the Loan and for securing the due repayment by the Borrower of the Loan together with interest, default interest, additional interest, liquidated damages, interest tax, charges, fees and expenses in relation to or incidental to the Loan and payable and/or outstanding under the Loan Documents (the "**Dues**"), the Borrower has agreed to create / created a first and exclusive mortgage in favour of the Bank over the Property in form and manner acceptable to the Bank.

The rules of interpretation as mentioned in the Loan Agreement shall apply to this Power of Attorney as though they were set out in full in this Power of Attorney.

If there is more than one Borrower, the term Borrower shall mean each of the Borrowers individually and collectively.

The capitalized terms used but not defined in this Power of Attorney shall have the meanings given to such terms in the Loan Agreement / other Loan Documents.

AND WHEREAS the Borrower is now desirous of appointing the Bank as their/his/her true and lawful attorney to deal with the Property in the manner stated herein.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that the Borrower do hereby irrevocably and unconditionally nominates, constitutes and appoints the Bank acting through any of its officers or representatives as their/his/her true and lawful attorney in their/his/her name and on their/his/her behalf and at their/his/her costs and risk to do, execute, and perform all or any of the following acts, deeds, matters, and things, that is to say:

1. Upon occurrence of any Event of Default under the Loan Agreement or any other Loan Document, to give the Property on lease, license, tenancy or any other occupancy basis to any person or party on such terms and conditions and on such rent / compensation as the Bank may deem fit and to execute necessary agreements, deeds or writings therefore.
2. To create, execute and deliver in favour of the Bank an English / first legal mortgage or a mortgage in any other form over the Property on such terms and conditions including the power to sell or concur in selling privately and without intervention of any court, appointment of receiver and such other terms and conditions, as the Bank may, in its sole discretion, deem necessary.
3. To obtain and take possession of the Property from the occupant of the Property.
4. To receive any rent or compensation payable by the lessee / licensee / occupant of the Property and to give valid and effectual receipt and discharge thereof and to appropriate the same against the monies payable to the Bank.
5. To present these presents and any agreement or deed or writing (including deed of mortgage) for registration before Registrar or Sub-Registrar of Assurances and to admit execution thereof and to receive the same, duly registered.
6. To appear before and represent the Borrower before Sub Registrar of Assurances / any society /any government body / developer / any regulatory authority / any other office/department in connection with the mortgages of the Property or giving the Property on lease / license/ tenancy basis.

☒

7. To apply for and obtain certificates and clearances that may be necessary for mortgage or lease of the Property and registration of any deed of mortgage or lease deed.
8. To apply for and obtain the consent and permission 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 / license/ tenancy basis.
9. To appear before any court, tribunal or Authority and commence, institute, maintain, prosecute or defend any proceeding relating to the Property.
10. To sign and verify all vakalatnamas, pleadings, documents, memoranda, petitions, and other papers and to file the same before any court / tribunal or other authority.
11. To accept service of any writs, summons or any other court process in any legal proceeding instituted in respect of the Property.
12. To sign, affirm, declare and file complaints, written statements, affidavits, counter replies and such other papers and documents as may be required in connection with the legal proceedings instituted by or against the Borrower in relation to the Property.
13. To hold negotiations for settlement, finalize and sign settlement terms, enter into compromise on such terms and conditions as the Attorney may deem fit and to file consent terms in any courts of law and/or before an arbitrator(s), appellate bodies or tribunal in respect of Property.
14. To sign by or on behalf of the Borrower any letter, documents, papers including but not limited to issuance consent terms, settlement and /or compromise documents.
15. To state, settle, compromise, submit for arbitration, withdraw, appeal or institute other proceedings in respect of any dispute or matter relating to the Property.
16. To pay the necessary stamp duty and registration charges in respect of the deed of mortgage or lease deed or any other deed or writing in relation to the Property.
17. To do all such acts, deeds and things as may be required and to make, execute, sign, seal and deliver and cause to be registered in favour of the Bank at the costs and expenses of the Borrower all such deeds, documents, and writings with all such covenants, conditions, declaration, agreements and stipulation as may, in the absolute discretion of the Bank (which discretion shall be final and binding on the Borrower) be deemed necessary as may be required.
18. To approach any person including but not limited to insurance companies in connection with the Property or otherwise, on the occurrence of an Event of Default under the Loan Documents and make claims to the insurance companies and appropriate the amounts received towards payment of any amounts due under the Loan Documents by the Borrower.
19. To appoint solicitors, accountants and other professional qualified person or persons to assist the Attorney to carry out all the above purposes and all the terms, conditions and stipulations stipulated by the Bank in respect of the Loan and those mentioned in the Loan Documents.
20. To pay to any authority any taxes, dues, duties and demands of any government or other authorities including any local authority with respect to any payment to be received from the Borrower and to do all such other acts, deeds and things as the Attorney may consider appropriate in order to protect the interest of the Bank.
21. To seek assistance from any authority, including any police or other authorities for enabling the tasks permitted under these presents.
22. To take inspection directly or to engage any valuer, advocate or chartered accountant or any other persons for taking inspection of the Property, tax returns, assessment proceedings and appeal proceedings, if any, initiated by including but not limited to income tax authorities, sales tax authorities, customs etc. relating to the current and previous assessment years.

AND GENERALLY to do, perform and execute all acts, deeds, matters and things relating to or concerning these presents as if the Borrower were personally present and had done, performed or executed the same.

The Borrower hereby agrees that all or any of the powers hereby conferred upon the Bank may be exercised by any officer or officers of the Bank nominated by the Bank. The Bank may appoint, on such terms as it shall think fit, one or more attorney(s) or agents to exercise any or all powers and authorities hereby conferred and to revoke any such appointments.

AND THE BORROWER HEREBY indemnifies and agrees to indemnify and keep the Bank indemnified and harmless, from and against all actions, suits, proceedings, claims, damages, expenses, costs, losses and liabilities whatsoever that the Bank may have to incur or suffer in connection herewith and further undertakes to ratify and confirm whatsoever the Bank shall lawfully do or cause to be done in or by virtue of this Power of Attorney.

AND THE BORROWER HEREBY CONFIRMS that this Power of Attorney is coupled with interest and has been given for consideration and shall be irrevocable and shall remain in full force and effect till the entire dues payable by the Borrower under the Loan / Loan Documents or otherwise are fully and finally paid to the Bank and the Bank confirms the same in writing.

AND THE BORROWER HEREBY DECLARES that the Borrower shall ratify all acts, deeds, matters and things done or caused to be done by the Bank or any of its officers by virtue of these presents.

This Power of Attorney shall be construed and governed in accordance with the laws of India.

SCHEDULE

<p>Details of the Borrower:</p> <p>Name: _____</p> <p>Address: (Residence)</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input checked="" type="checkbox"/>
<p>Details of the Co-Borrower:</p> <p>Name: _____</p> <p>Address: (Residence)</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>Bank Branch Details</p>	
<p>Property</p>	

Date:

Place:

The Borrower has executed this Power of Attorney on the date and at the place as mentioned in the Schedule above.

SIGNED AND DELIVERED
by the within named Borrowers

Borrower:

Name:

Signature:

Co-borrower:

Name:

Signature:

Witness:

Name:

Signature:

BEFORE ME

(NOTARY)

DEMAND PROMISSORY NOTE

INR _____/-

To,
Doha Bank, QSC

ON DEMAND I/we unconditionally promise to pay to **Doha Bank QSC**, (hereinafter referred to as the “**Bank**” which term shall so far as the context admits be deemed to mean and include its successors, novatees, transferees and assigns) or order the sum of Rs. _____/- (Indian Rupees _____ Only) together with interest from the date hereof, at the rate of _____ % per annum or such other rate as the Bank may fix from time to time for value received.

Where there is more than one signatory hereto, each signatory shall be jointly and severally liable.

Re.1
Revenue
Stamp to
be affixed
& cancelled

Borrower
Name: _____

Co-borrower
Name: _____

Place: _____

Date: _____

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LETTER OF CONTINUITY FOR DEMAND PROMISSORY NOTE

To,
Doha Bank, QSC

Dear Sirs,

I/We, the undersigned have executed a Demand Promissory Note for Rs. _____/- (Rupees _____ Only) dated _____ (**"DPN"**) in your favour, as security for the repayment of loan facility (the **"Loan"**) granted to me/us, which is presently outstanding and also for the repayment of any further amounts, which I/we may avail hereafter from you. I/We hereby irrevocably and unconditionally agree, confirm and undertake that:

1. the DPN shall operate as continuing security to be enforceable for the repayment of the ultimate balance and/or all sums remaining unpaid under the Loan now or hereafter, including all interest payable under the Loan or any credit facility which may in future be advanced; and
2. I/we shall remain liable under the DPN notwithstanding payment made into the account of the Loan from time to time or the Loan being reduced or extinguished from time to time or even if the balance in the account of the Loan is in credit.

Borrower
Name: _____

Co-borrower
Name: _____

Place: _____

Date: _____

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LETTER OF GUARANTEE

To,
Doha Bank, QSC

Dear Sir/s,

1. At my/our request, **DOHA BANK QSC**, a body corporate constituted under the Laws of State of Qatar, having its branch office in India at _____ (hereinafter called the "**Bank**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, transferees, novatees and assigns) has agreed to grant/granted to the Borrower being the person(s) named in the Schedule hereunder written a loan of Rs. _____ (Rupees _____ only) (the "**Loan**") on the terms and conditions contained in the Loan Agreement dated _____ made between the Borrower and the Bank.
2. In consideration of the Bank having granted / agreed to grant the Loan to the Borrower, I/We hereby irrevocably and unconditionally guarantee the due repayment to the Bank of the Loan together with all interest, costs, charges, expenses or other sums payable by the Borrower to the Bank in event of failure on the part of Borrower in repaying the same to the Bank.
3. I/We hereby unconditionally and irrevocably agree and undertake to pay to the Bank on first demand, without demur, all amounts payable by the Borrower to the Bank under the Loan towards principal, interest, costs, charges, expenses or otherwise or any part thereof, for the time being, including legal costs occasioned to the Bank by reason of omission, failure in such payment by the Borrower and in case of legal costs, also the cost of enforcement or attempted enforcement of any security in favour of the Bank for the Loan.
4. My/our obligations hereunder are independent of the obligations of Borrower or any other obligor. I/We shall, without prejudice to the other provisions contained in this Guarantee, as primary obligor and principal debtor to the Bank, and not merely as surety, on a full indemnity basis, indemnify the Bank, for any reason whatsoever irrespective of whether such reason or any related fact or circumstance was known or ought to have been known to the Bank or any of its officers, employees, agents or advisers.
5. The Bank shall not be under any liability to marshal in my/our favour any security or any funds or assets which the Bank may be entitled to receive or upon which the Bank has a claim in respect of the Loan.
6. I/We agree that I/We shall not be discharged or released from my/our liability to the Bank by any arrangements or contracts that may be made between the Bank and the Borrower with or without my/our assent or by any forbearance or indulgence whether as to payment, time of performance or otherwise granted by the Bank to the Borrower.
7. I/We shall not be discharged or released from my/our liability to the Bank including by:
 - a) any amendment or variation in the terms of the Loan or any Loan document or at any time, any composition or compounding, or forgiveness or other indulgence granted to the Borrower or any other person in relation to the Loan;
 - b) any act or omission or commission by the Bank;
 - c) insolvency, insanity or death of the Borrower or any other obligor;
 - d) invalidity or unenforceability on any grounds of the terms of any Loan documents;
 - e) any dispute in relation to the Loan whether between the Bank and the Borrower or any other person;
 - f) any forbearance or delay on the part of the Bank in asserting any of its rights against the Borrower or any obligor in respect of the Loan;
 - g) any person becoming, or ceasing to be, a party with the Bank to any Loan documents or becoming a party to any Loan documents in place of the Bank in each case pursuant to rights of assignment, charge, novation or other succession or alienation expressly conferred by the Loan documents;

- h) any release, discharge, exchange or substitution of any guarantee, bond or security contemplated or otherwise agreed to be taken in respect of any of the obligations of the Borrower under any Loan documents;
 - i) any act of legislation and/or by any act of State and/or God by which the Borrower's debts or payments under/in relation to the Loan/Loan documents are suspended or cancelled; or
 - j) any other act, event or omission, including without limitation, any amendment, waiver, supplement or modification to any Loan documents which, but for this provision, might operate to discharge, impair or otherwise affect the enforceability of any of the obligations contained in this Guarantee.
8. I/We hereby waive any suretyship rights available to me/us under law or otherwise.
 9. I/We agree that the Bank may, without my/our consent and without in any way affecting my/our liability hereunder (a) renew, vary and amend the terms and conditions of the Loan; (b) vary, exchange or release any surety or security held by the Bank for or on account of the monies intended to be hereby secured or any part thereof and to renew any bills, notes or other negotiable securities; (c) release or discharge the Borrower or any person liable with or for the Borrower as a guarantor or otherwise; (d) postpone for any time exercise of any power conferred upon the Bank by law or otherwise and enforce or forbear to enforce remedies or security available to the Bank; or (e) enter into any composition or compound with or promise to grant/extend time or any other indulgence or not to sue, either the Borrower or any obligor or any other person liable as surety or otherwise, as the Bank may deem fit.
 10. In event the Borrower shall make any arrangement or composition with its creditors, the Bank may (notwithstanding any payment by me/us or any other person of the whole or any part of the amount due to the Bank) rank as creditor and prove against the assets of the Borrower for the full amount of the Bank's claims against the Borrower or agree to and accept any scheme or composition in respect thereof and the Bank may receive and retain the whole of the dividends or other payments to the exclusion of all my/our rights in competition with the Bank until the Bank's claims are fully satisfied and I/We shall not by paying the amount payable by me/us or the Borrower or any part thereof prove or claim against the assets of the Borrower until the whole of the Bank's claim against the Borrower has been satisfied in full and the Bank may enforce and recover payment from me/us of all amount due by me/us notwithstanding any such proof of composition.
 11. This Guarantee shall be a continuing guarantee and be applicable to the ultimate balance that may become due to the Bank from the Borrower under the Loan notwithstanding that the loan account maintained by the Bank in its books in the name of the Borrower, may in the meantime or at any time have been in credit or may have disclosed a reduced or nil balance. This Guarantee shall remain in full force and effect until the Borrower is fully discharged by the Bank of all the liabilities under/in relation to the Loan and until the Borrower has got full and final discharge confirmed in writing by the Bank.
 12. If I/We have taken or after the date of this Guarantee, take any security from the Borrower in respect of my/our liability hereunder, the security will rank subordinate to the Bank's claims against the Borrower and, in the event of bankruptcy or insolvency of the Borrower, shall not prejudice the rights of the Bank, and such security shall stand as a security for the Bank and shall forthwith be deposited with the Bank.
 13. Any indebtedness of the Borrower now or hereafter to me/us is hereby subordinated to the indebtedness of the Borrower to the Bank.
 14. I/We hereby declare that I/we have not received any commission from the Borrower as consideration for issuance of this Guarantee.
 15. All taxes and duties in respect of any payments and/or transactions under this Guarantee shall be borne by me/us.
 16. All payments to the Bank under this Guarantee, shall be made in full without any deduction or withholding (whether in respect of set off, counterclaim, duties, taxes, charges or otherwise whatsoever).
 17. I/We hereby undertake to do, execute and perform on demand at my/our cost all such acts, deeds and things as the Bank may require as further security or for due discharge of my/our obligations under this Guarantee and, if so required by the Bank, to deposit with the Bank cash or any security acceptable to the Bank to cover the total liability and obligations under this Guarantee.
 18. Any demand, notice or other communication hereunder shall be given in writing addressed to my/our address given herein. Any such demand, notice or communication shall be deemed to be duly served, if delivered personally, when so delivered and if given by registered post, on expiry of 48 hours after the same has been posted.

19. Any demand made by the Bank upon me/us, shall be conclusive evidence that my/our liability hereunder has accrued to the extent of the amount stated in such demand.
20. Any notice, communication or document given to the Bank will be effective only when it is in writing in English and actually received by the Bank. No oral communication shall bind the Bank.
21. In the event my/our failure to pay to the Bank any amounts payable hereunder on demand being made by the Bank, I/we shall be liable to pay interest at the rate of _____% per annum or such other rate as the Bank may in its absolute discretion stipulate from the date of first demand till the date of realization by the Bank. ☒
22. Upon request of the Bank, I/We agree to sign, seal, execute and deliver any deed or other documents that may be necessary or required by the Bank in connection with this Letter of Guarantee or the enforcement thereof.
23. I/We hereby declare that the entries in the Bank's books and other records, maintained by the Bank in the ordinary course, shall be conclusive evidence of the transactions and matters therein appearing and any certificate, statement or determination signed by an officer of the Bank stating the sum due from the Borrower or from me/us shall, in the absence of any manifest clerical or arithmetical error, be conclusive and binding on me/us.
24. I/we hereby indemnify and agree to indemnify the Bank from and against all actions, suits, proceedings, claims, damages, expenses, costs, losses and liabilities whatsoever that the Bank may have to incur or suffer in relation to this Guarantee.
25. The Bank may at any time assign or transfer or novate or securitise any of its rights and obligations (in full or in part) under the Loan or this Guarantee to any other person or change its lending office without the prior consent of or any notice to me/us.
26. The Guarantor agrees that the Bank (or any nominee of the Bank) may retain any security created (or any part thereof) in trust and for the benefit of such assignee, transferee, novatee (and upon part assignment/transfer/ novation, in trust and for the benefit of both the Bank and such assignee/transferee/novatee on a pari passu basis), without the consent of or notice to me/us. Upon any such transfer or assignment or novation as contemplated herein, the assignee/transferee/novatee and the Bank, as the case may be, will be entitled to take any action, including recovery and enforcement of the Bank's rights, in its own name. I/ We shall continue to be bound by the terms of the Loan notwithstanding such transfer or assignment or novation.
27. I/We am/are not entitled to assign, transfer or novate any of our rights and obligations hereunder without the Bank's prior written consent.
28. I/We give consent that the Bank shall be entitled to shift, at its discretion, without notice to me/us, from time to time a part or portion of the outstanding in the limit(s) of the Loan (the "Participation") to one or more scheduled commercial banks ("Participating Banks") and such Participation shall be governed by the terms of the UNIFORM CODE GOVERNING INTER BANK PARTICIPATIONS, 1988 and all amendments thereto, from time to time. Such Participation shall not affect the rights and obligations, inter-se, me/us and the Bank in respect of the Loan, in any manner whatsoever. Such Participation shall be available to the Bank, for and in respect of all additional/ further limits under the Loan, without any confirmation/ consent of or any reference to me/us in that behalf. I/We shall not have and shall not claim any privity of contract with any such Participating Banks under the Participation and the Bank shall and shall continue to represent the Participating Banks in all respects and for all matters arising out of/relating to the Participation.
29. I/We hereby authorise the Bank to disclose any information in relation to me/us and/or any agreement or document entered into by me/us or any other person in relation to the Loan as the Bank shall consider appropriate to:
 - a) any Affiliate, head office or branch of the Bank;
 - b) any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to the Bank or its Affiliates;
 - c) any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Bank or its Affiliates; and/or
 - d) any other person:-

- (i) to (or through) whom the Bank assigns or transfers or novates (or may potentially assign or transfer or novate) all or any of its rights and obligations under the Loan;
 - (ii) with (or through) whom the Bank enters into (or may potentially enter into) any participation or sub-participation in relation to, or any other transaction under which payments are to be made by reference to, the Loan or the Borrower or me/us;
 - (iii) with (or through) whom the Bank enters into (or may potentially enter into) any transaction in connection with the purchase or sale of any credit insurance or any other contractual protection or hedging with respect to the my/our/Borrower's obligations under the Loan;
 - (iv) pursuant to the processing or management of data relating to any facility or proposed facility or Borrower or me/us; and/or
 - (v) to whom such disclosure is considered by the Bank to be in the Bank's interests.
30. I/we hereby consent for the disclosure by the Bank of information and data relating to me/us (including obligations assumed / to be assumed by me/us, in relation to the Loan and default, if any, committed by me/us, in discharge thereof. Accordingly, I/we hereby agree and give consent for the disclosure by the Bank of all or any such:
- a) information and data relating to me/us;
 - b) information or data relating to any credit facility availed of / to be availed by the Borrower / me/us; and
 - c) default, if any, committed by me/us, in discharge of my/our obligation;
- as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Limited and any other agency authorized in this behalf by RBI.
- I/we declare that the information and data furnished by me/us to the Bank is true and correct.
- I/we undertake that:
- a) the Credit Information Bureau (India) Limited 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) Limited and any other agency so authorized may furnish for consideration, the proposed information and data of products thereof prepared by them, to banks / financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.
31. The Bank's failure to exercise or delay in exercising any right, power, privilege or remedy under this Guarantee will not operate as a waiver or acquiescence, nor will any single or partial exercise of any right, power, privilege or remedy prevent any further or other exercise or the exercise of any other right, power, privilege or remedy.
32. In addition to all liens upon, and rights of set off against my/our monies, securities or other property given to the Bank by law, the Bank shall have a lien upon and a right of set off against, all monies, securities and other property in my/our now or hereafter in the possession of or on deposit with the Bank whether held in a general or special account or deposit, or for safe keeping or otherwise; and every such lien and right of set off may be exercised without demand upon or notice to me/us. No lien or right of set off shall be deemed to have been waived by any act or conduct on the part of the Bank, or by any neglect to exercise such right of set off or to enforce such lien, or by any delay in so doing and every right of set off and lien shall continue in full force and effect until such right of set off or lien is specifically waived or released by an instrument in writing executed by Bank.
33. The Bank may at any time and at all times and without my/our prior consent or notice combine or consolidate all or any of my/our accounts (wherever situated in the world) with the Bank and liabilities to the Bank (whether any such accounts are held or maintained jointly with any other person or persons) and set-off, transfer or apply any sum or sums standing to the credit of any one or more of such accounts (whether such sum or sums are unmatured deposits or deposits in respect of which the appropriate notice of termination has not been given, or otherwise) or any other sum or sums which now or at any time hereafter may be or become owing to me/us and may be received by the Bank in or towards satisfaction of all or any of my/our liabilities to the Bank on any other account or in any other respect, whether such liabilities be present or future, actual or contingent, primary or collateral, several or joint, and whether then payable or not and

may do so notwithstanding that any such sum or sums and such liabilities may not be expressed in the same currency and the Bank is hereby authorised to effect any necessary conversions at the Bank's own rate of exchange then prevailing.

- 34. I/We waive any right of set-off I/we may have at law or otherwise against the Bank with respect to amounts owed by the Bank.
- 35. Any provision of this Guarantee which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of prohibition or un-enforceability but that shall not invalidate the remaining provisions of this Guarantee nor affect such provision in any other jurisdiction.
- 36. This Guarantee shall be construed and governed in accordance with the laws of India. The Guarantor does hereby irrevocably submit itself to the non-exclusive jurisdiction of the courts at _____ in India.

SCHEDULE

Details of the Guarantor	Name:
	Address:
	Contact Number:
	Email ID:
	Passport Number:
	Passport issued by (name of the country):
	Status:
Details of the Borrower	Name:
	Address:
Details of the Co-borrower	Name:
	Address:
Bank Branch address	

Signed and sealed by:

Signature:

Name:

Date:

Place:

INTENTIONALLY LEFT BLANK

MEMORANDUM OF ENTRY FOR DEPOSIT OF TITLE DEEDS

On the _____ day of _____, _____, the Borrower(s) as stated in Schedule I hereto attended the office of **DOHA BANK QSC**, a body corporate constituted under the Laws of State of Qatar, having its branch office in India at _____ (hereinafter called the "**Bank**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, transferees, novatees and assigns) and delivered and deposited with _____ of the Bank, the documents of title, evidences, deeds and writings more particularly described in the **Schedule** hereto (the "**Title Deeds**") in respect of the immovable property more particularly described in **Schedule** hereto (the "**Property**").

Whilst making the aforesaid deposit, the Borrower(s) stated that he/she/they was/were doing so with an intent to create security by way of first and exclusive mortgage by deposit of title deeds on the Property to secure the due repayment and discharge by the Borrower(s) to the Bank of the loan of Rs. _____/- (Rupees _____ Only) together with all interest, liquidated damages, fees, charges, premia on prepayment, costs, expenses and other monies payable under the loan agreement dated _____ (as may be amended from time to time) and other loan documents.

The Borrower(s) further stated that the Title Deeds so deposited are the only documents of title relating to the Property in the possession, power and control of the Borrower and the Borrower has clear and marketable title to the Property and that the Property is not encumbered by way of mortgage, charge, lien (including negative lien), trust, sale, pledge or otherwise in favour of any person, firm, company, body corporate or society or other entity whatsoever.

The aforesaid deposit of Title Deeds was made by the Borrower(s) in the presence of _____, _____ of the Bank.

SCHEDULE I

Details of the Borrower	Name:
	Address:
Details of the Co-borrower	Name:
	Address:
Details of the Property	

MEMORANDUM OF ENTRY FOR DEPOSIT OF TITLE DEEDS
(When mortgage is created by Power of Attorney)

On the ____ day of _____, __, Mr./Ms. _____ an Indian resident, residing at _____ (the "POA Holder") being the authorized attorney of the Borrower(s) as stated in Schedule hereto attended the office of **DOHA BANK QSC**, a body corporate constituted under the Laws of State of Qatar, having its branch office in India at _____ (hereinafter called the "Bank", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, transferees, novatees and assigns) and delivered and deposited with _____ of the Bank, the documents of title, evidences, deeds and writings more particularly described in the Schedule hereto (the "Title Deeds") in respect of the immovable property more particularly described in Schedule hereto (the "Property").

Whilst making the aforesaid deposit, the POA Holder, *inter-alia*, stated that he/she was doing so on behalf of the Borrower(s) with an intent to create security by way of first and exclusive mortgage by deposit of title deeds on the Property to secure the due repayment and discharge by the Borrower(s) to the Bank of the loan of Rs. _____/- (Rupees _____ Only) together with all interest, liquidated damages, fees, charges, premia on prepayment, costs, expenses and other monies payable under the loan agreement dated _____ (as amended from time to time) and other loan documents.

The POA Holder stated that he / she was authorised to create a mortgage by deposit of title deeds in the name of and on behalf of the Borrower(s) pursuant to the duly executed power of attorney dated _____ and further stated that the said power of attorney was in full force and effect.

The POA Holder stated that the Title Deeds so deposited are the only documents of title relating to the Property in the possession, power and control of the Borrower(s) and the Borrower(s) has clear and marketable title to the Property and that the Property is not encumbered by way of mortgage, charge, lien (including negative lien), trust, sale, pledge or otherwise in favour of any person, firm, company, body corporate or society or other entity whatsoever.

The aforesaid deposit of Title Deeds was made by the POA Holder acting on behalf of the Borrower(s) in the presence of _____ of the Bank.

SCHEDULE I

Details of the Borrower	Name:
	Address:
Details of the Co-borrower	Name:
	Address:
Details of the Property	

Details of Title Deeds

No.	Document	Original / Copy

Dated _____ day of _____, _____

For **DOHA BANK QSC**

NAME:

DESIGNATION:

DECLARATION

In the matter of Mortgage by Deposit of Title Deeds in respect of Immovable Property

Date:

Place:

To,

Doha Bank, QSC

I/We do hereby solemnly affirm, declare and state as below:

1. **DOHA BANK QSC**, a body corporate constituted under the Laws of State of Qatar, having its branch office in India at the place mentioned above (hereinafter referred to as the “**Bank**”, which expression, unless it be repugnant to the context or meaning thereof, shall mean and include its successors and assigns) has at my/our request granted / agreed to grant a loan of Rs. _____/- (Rupees _____
_____ Only) (the “**Loan**”) to me/us on the terms and conditions set out in the loan agreement dated _____ (the “**Loan Agreement**”) entered into between the Bank and me/us and the other documents in relation to the Loan.
2. As a condition of the Loan, I/We have created security interest over the Property as stated in the Schedule hereto by way of mortgage by deposit of title deeds.
3. I/We have delivered to and deposited with the Bank, the documents of title, evidences, deeds and writings more particularly described in **Schedule** hereto (the “**Title Deeds**”) in respect of the Property, with an intent to create security by way of first and exclusive mortgage by deposit of title deeds over the Property in favour of the Bank to secure the Loan together with interest, default interest, additional interest, liquidated damages, interest tax, commitment and other charges/fee, premia on prepayment, indemnification payments, fee, commissions and all legal and other charges and expenses in relation to or incidental to the Loan and all monies payable by me/us to the Bank.
4. The Title Deeds which are deposited with the Bank for creating first and exclusive mortgage by deposit of title deeds in favour of the Bank are the only documents of title relating to the Property which are in my/our possession, power and control and in future, if any further documents of title, deeds, evidences and writings in relation to the Property come into existence/effect, the same shall be forthwith deposited with the Bank.
5. I/We am/are absolutely seized and possessed of and otherwise well and sufficiently entitled to the Property and have a clear and marketable title to the Property, free from any encumbrance and I/We am/are in undisturbed possession and occupation of the Property.
6. There are no adverse claims against and/or in respect of the Property and I/We have not received and am/are not aware of any notices, intimations and requisition in relation to the Property.
7. The Property is not a subject matter of any *lis pendens*, attachment, judgement, or any other process/proceeding before any court and/or tribunal that can adversely affect my/our title or interest in the Property.
8. The Property does not fall within the purview of the Urban Land (Ceiling and Regulation) Act, 1976 (the “**said Act**”) and therefore I/We am/are fully entitled to mortgage the Property in favour of the Bank without any permission under the said Act. OR If any permission is required under Urban Land (Ceiling and Regulation) Act, 1976, the same has been obtained and is valid as on date hereof.
9. I/We have duly paid all rents, income tax and all other taxes payable to the Government of India or to the government of any State or to any local authority and that at present there are no dues, rents or taxes due and outstanding and that no attachments or warrants have been served on me/us in respect of sales tax, income tax, Government revenues and other taxes.
10. I/We have not executed any power of attorney in favour of any person nor otherwise authorized any other person to deal with the Property and that no such power of attorney will be given to any person till the repayment of the Loan and while the Property is held as security by the Bank except as notified to and acknowledged by the Bank in writing.

11. I/We am/are able to pay my/our debts and that no application is made or pending by or against me/us for insolvency/bankruptcy.
12. No mortgage, charge, lien or other encumbrance/security interest whatsoever has been/will be created by me/us over the Property except with the prior written consent of the Bank and I/We shall not (without written approval) seek or attempt to create further mortgage or charge or lien or encumbrance/security interest or seek or attempt to sell, lease, sub-lease, give on leave and license, transfer or create any third party rights over the Property or otherwise deal with the Property in a manner prejudicial to interests of the Bank.
13. I/We have obtained requisite permissions from the society, association, builders, regulatory body and other relevant authority for creation of security over the Property by mortgage by deposit of title deeds in favour of the Bank.
14. The construction of the Property is in compliance with the approved plans and approvals for construction are obtained from relevant authority/ government body.
15. I/We shall do and execute all such deeds, acts, matters, and things as may be required by the Bank to perfect the security created in favour of the Bank.
16. I/We undertake and agree to indemnify and keep indemnified the Bank against all actions, suits, costs, charges, losses, expenses, proceedings and damages and that may be suffered and / or incurred by the Bank as a result of breach of any representations or undertaking contained herein or any declaration made herein is untrue or false.

I/We state that the statements made hereinabove are true to my/our knowledge and information and I/we believe the same to be true.

I/We hereby confirm and undertake that in case I/We default in making any repayments of the Loan or any monies payable in relation to the Loan, the Bank will be at complete liberty to sell, transfer and/or otherwise dispose of the Property in any manner it deems fit and I/we will hand over the possession of the Property without any demur or protest.

SCHEDULE I

1. Description of the Property



2. List of Title Deeds

No.	Title	Original / Copy

Signed and delivered by

Borrower:

Signature:

Name:

Co-borrower:

Signature:

Name:

BEFORE ME

(NOTARY)

INTENTIONALLY LEFT BLANK

LETTER OF LIEN AND SET-OFF

Date:

Place:

To,
Doha Bank, QSC

Dear Sirs,

In consideration of the Bank granting/ agreeing to grant a home loan facility (the "**Loan**") in my/our favour, on the terms and conditions contained in the home loan agreement dated _____ ("**Loan Agreement**") and other Loan Documents (as defined in the Loan Agreement), I / We hereby declare and agree that:

1. In addition to all liens upon, and rights of set off against the monies, securities or other property available to the Bank under any applicable law, the Bank shall have a lien upon and a right of set off against my/our accounts, of whatsoever nature and whether or not subject to notice, and the sums thereof standing to the credit of my/our accounts ("**Deposits**") together with interest accrued or accruing thereon in the books of the Bank, at any of its branches in India or outside, now or hereafter opened, and any and all renewals thereof, for the repayment of all sums of money which now or hereafter and from time to time shall be owing or remain unpaid to the Bank in respect of the Loan and all my / our other liabilities to the Bank whether alone or jointly with any other person, whether as principal or surety, whether absolute or contingent, primary or collateral and whether presently payable or not together with interest as agreed by the Bank and together with commission, discount, overdue interest, legal and other costs and all customary banking charges at such rate or rates as the Bank may from time to time determine.
2. In addition to and without prejudice to any lien, right of set-off or other right which the Bank may have, the Bank shall be entitled, at any time and without, notice to me/us to combine or consolidate all or any of my/our accounts and liabilities with or to the Bank or any of its branch anywhere whether in India or outside India or set-off or transfer any sum or sums standing to the credit of one or more of such accounts in or towards satisfaction of the obligations or of my/our liabilities to the Bank on any other account whether in India or outside India or in any respect whether such liabilities be actual or contingent; primary or collateral; several or joint notwithstanding that the credit balances on such accounts and the liabilities on any other accounts may not be expressed in the same currency and the Bank is hereby authorized to effect any necessary conversions at its own rate of exchange then prevailing.
3. The Bank may, without notice to me/us, debit, withdraw and/or remit the Deposits (or any amount forming part thereof) with interest thereon for discharging the liabilities under the Loan and the Bank is irrevocably and unconditionally authorized to prematurely close or terminate all or any part of the Deposits at any time before the maturity date thereof even if such termination involves loss of interest. The Borrower shall be liable for all penalties and costs in respect of any premature termination of the Deposits. The Bank is authorized to renew the Deposits at the prevailing rate or rates offered by the Bank at the time of such renewal until such time that all liabilities and obligations under the Loan, actual or contingent, are fully satisfied.
4. So long as any part of the Loan remains unpaid, the Bank shall not be obliged to repay me/us the whole or any part of the Deposits or any amount standing to the credit thereof and the I/we shall not be entitled to withdraw any sums from or transfer, assign, charge or otherwise deal with the Deposits or any amount standing to the credit thereof.
5. So long as any part of the Loan remains unpaid, the Bank may, in its absolute discretion and without obligation, renew any Deposits or any amount standing to the credit thereof for any similar or other period(s) in the same or other currency, as the Bank may in its absolute and sole discretion decide and at the rate offered by the Bank for such period(s) and currency.
6. I/we shall not create any encumbrance on the Deposits or in any manner transfer my/our interest therein in favour of any other person except to the extent stated herein.

7. I/we shall indemnify the Bank and keep the Bank indemnified and saved harmless at all times against all losses, costs, claims, actions, demands, risks, charges, expenses, damages, proceeding incurred or suffered by the Bank as a reason of breach of my/our covenants and obligations herein.
8. I/we shall immediately on Bank's request execute and sign all such other documents and to do or procure to be done all such deeds, acts and things as may be necessary to perfect Bank's rights and title to or for disposing in any manner aforesaid the monies secured hereunder.
9. I /We declare that this letter will be irrevocable until all my/our liabilities and obligations under the Loan are fully paid and completely discharged to the complete satisfaction of the Bank.

Yours faithfully,

Borrower

Name:

Co-Borrower

Name:

IRREVOCABLE POWER OF ATTORNEY
(For execution of Loan documents)

TO ALL TO WHOM THESE PRESENTS SHALL COME,

I/We, (1) _____, aged _____, residing at _____;
(2) _____, aged _____, residing at _____; (hereinafter collectively called the “**Borrower(s)**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include my/our heirs, legal representatives, executors, administrators and permitted assigns) **SEND GREETINGS.**

WHEREAS I am/we are desirous of availing a home loan for a principal amount of Rs. _____/- (Rupees _____ only) (the “**Loan**”) from **DOHA BANK QSC.** having its branch office in India at _____ (hereinafter called the “**Bank**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, transferees, novatees and assigns).

AND WHEREAS due to _____ I am / we are not able to personally visit _____ for the purpose of applying for and/or availing the Loan from the Bank and execution of all the necessary documents in relation thereto.

AND WHEREAS I am / we are now desirous of appointing _____, aged _____, residing at _____ (the “**Attorney**”) as my/our true and lawful attorney to apply for and take the disbursement of the Loan from the Bank, execution of all the necessary documents in relation thereto and complete all formalities in respect thereof.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that I/we do hereby irrevocably and unconditionally nominate, constitute and appoint the Attorney as my/our true and lawful attorney in my/our name and on my/our behalf and at my/our sole costs and risk to do, execute, and perform all or any of the following acts, deeds, matters, and things, that is to say:

1. To apply for the Loan from the Bank and furnish to the Bank all the information and the documents as may be required by the Bank in relation to the Loan, including without limitation, for the purpose of credit appraisal and fulfillment of the Know Your Customer (“**KYC**”) requirements of the Bank and to pay all fees, charges and amounts in relation to the Loan.
2. To receive, agree, acknowledge, accept, enter into, make, sign, execute, deliver and perform all documents, engagements, contracts, agreements, papers, writings, indemnities, instruments, things, deeds, etc., including without limitation, the application form, sanction letter, loan agreement, declarations, demand promissory note, etc. in such form and manner as may be required by the Bank for availing the Loan.
3. To request the Bank or agree for any change or modification in the amount of the Loan, rate of interest, period of repayment or any other terms and conditions in relation thereto.
4. To request and receive disbursement of the Loan.
5. To give necessary information and documents to assist the Bank appraise the application form for the Loan and any immovable properties purchased/to be purchased using the Loan.
6. To acknowledge my/our liability / debt to the Bank in respect of the Loan.
7. To appear before the Registrar / Sub-Registrar of Assurances in any District / Sub-District appointed to register these presents and other documents under the law applicable thereto for the time being in force for payment of necessary stamp duty and/or the registration of documents and present for registration these presents, the documents executed by virtue of these presents and also to admit execution thereof and do or cause to be done all such acts, deeds, matters and things as may be necessary.

8. To sign forms, documents and papers required for the purpose of registration with Co-operative Housing Society or Limited Company or Association of Apartment Owners and become member thereof, participating in all the meetings and proceedings from time to time, obtain share certificates and/or other documents issued in my/our name and hold the same as my/our Attorney.
9. To abide by the provisions of all applicable laws (including the Foreign Exchange Management Act, 1999) in connection with the Loan from the Bank.
10. And generally to do all such acts, deeds, matters and things all at my cost and expense as are necessary and incidental to buying the property, paying the purchase price, borrowing from the Bank as my/our Attorney deems fit and proper.

AND GENERALLY to do, perform and execute all acts, deeds, matters and things relating to or concerning these presents as if I was/we were personally present and had done, performed or executed the same by myself/ourselves.

AND I/WE HEREBY indemnify and agree to indemnify and keep the Bank indemnified and harmless, from and against all actions, suits, proceedings, claims, damages, expenses, costs, losses and liabilities whatsoever that the Bank may have to incur or suffer in connection herewith.

AND I/WE DO HEREBY RATIFY AND CONFIRM AND AGREE TO RATIFY AND CONFIRM all that the Attorney shall do or cause to be done by virtue of these presents.

AND I/WE DO HEREBY DECLARE that this Power of Attorney shall be irrevocable till the Loan and all amounts / dues thereunder are fully and finally paid / repaid to the Bank to its satisfaction.

AND I/WE DO HEREBY DECLARE that any provision of this Power of Attorney which is prohibited or unenforceable, in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability but that shall not invalidate or affect the remaining provisions of this Power of Attorney nor affect such provision in any other jurisdiction.

This Power of Attorney shall be construed and governed in accordance with the laws of India.

IN WITNESS WHEREOF, this Power of Attorney is executed by the Borrower(s) at _____ on this _____ day of _____.

Borrower
Name:

Co-Borrower
Name:

I accept

Name:

Specimen signature of _____,
the Attorney of the Borrower(s).

BEFORE ME

(NOTARY)

IRREVOCABLE POWER OF ATTORNEY
(For execution of Loan & Security documents)

TO ALL TO WHOM THESE PRESENTS SHALL COME,

I/We, (1) _____, aged _____, residing at _____;
(2) _____, aged _____, residing at _____; (hereinafter collectively called the “**Borrower(s)**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include my/our heirs, legal representatives, executors, administrators and permitted assigns) **SEND GREETINGS.**

WHEREAS I am/we are desirous of availing a home loan for a principal amount of Rs. _____/- (Rupees _____ only) (the “**Loan**”) from **DOHA BANK QSC.** having its branch office in India at _____ (hereinafter called the “**Bank**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, transferees, novatees and assigns).

AND WHEREAS due to _____ I am / we are not able to personally visit _____ for the purpose of applying for and/or availing the Loan from the Bank and execution of all the necessary documents in relation thereto.

AND WHEREAS I am / we are now desirous of appointing _____, aged _____, residing at _____ (the “**Attorney**”) as my/our true and lawful attorney to apply for and take the disbursement of the Loan from the Bank, creating security, execution of all the necessary documents in relation thereto and complete all formalities in respect thereof.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that I/we do hereby irrevocably and unconditionally nominate, constitute and appoint the Attorney as my/our true and lawful attorney in my/our name and on my/our behalf and at my/our sole costs and risk to do, execute, and perform all or any of the following acts, deeds, matters, and things, that is to say:

1. To apply for the Loan from the Bank and furnish to the Bank all the information and the documents as may be required by the Bank in relation to the Loan, including without limitation, for the purpose of credit appraisal and fulfillment of the Know Your Customer (“KYC”) requirements of the Bank and to pay all fees, charges and amounts in relation to the Loan.
2. To receive, agree, acknowledge, accept, enter into, make, sign, execute, deliver and perform all documents, engagements, contracts, agreements, papers, writings, indemnities, instruments, things, deeds, etc., including without limitation, the application form, sanction letter, loan agreement, declarations, security documents, demand promissory note, etc. in such form and manner as may be required by the Bank for availing the Loan.
3. To request the Bank or agree for any change or modification in the amount of the Loan, rate of interest, period of repayment or any other terms and conditions in relation thereto.
4. To request and receive disbursement of the Loan.
5. To give necessary information and documents to assist the Bank appraise the application form for the Loan and any immovable properties purchased/to be purchased using the Loan.
6. To create security in favour of the Bank by way of mortgage by deposit of title deeds and/or by way of registered mortgage on the aforesaid immoveable properties to secure the Loan and all monies and

outstanding amounts in relation to the Loan as may be required by the Bank; to pay stamp duty on security documents, if any, present such security documents for registration before appropriate Registrar/Sub-Registrar of Assurances and give authority letters to the Sub-Registrar to directly deliver the registered documents to the Bank.

7. To acknowledge my/our liability / debt to the Bank in respect of the Loan.
8. To apply for and obtain the necessary certificate under Section 281(1)(ii) of the Income Tax Act, 1961 and/ or any other certificate, approval or permissions that may be necessary or required for the creation / registration of the mortgage and all other deeds or documents and for the above purpose, to appear for and on my/our behalf before the Income Tax Authorities and if need be to pay or discharge any tax liability for and on my/our behalf.
9. To appear before the Registrar / Sub-Registrar of Assurances in any District / Sub-District appointed to register these presents and other documents under the law applicable thereto for the time being in force for payment of necessary stamp duty and/or the registration of documents and present for registration the documents executed by virtue of these presents and also to admit execution thereof and do or cause to be done all such acts, deeds, matters and things as may be necessary or proper for the effectual completion and registration of the mortgage and all other deeds and documents so executed in the Land Registry, Collector and other Revenue Authorities or otherwise howsoever.
10. To execute in favour of the Bank an irrevocable Power of Attorney authorizing the Bank to execute in its own favour or in favour of any other person, as the Bank in its sole discretion may decide, legal mortgage in English form on the properties to be secured for the Loan.
11. To sign forms, documents and papers required for the purpose of registration with Co-operative Housing Society or Limited Company or Association of Apartment Owners and become member thereof, participating in all the meetings and proceedings from time to time, obtain share certificates and/or other documents issued in my/our name and hold the same as my/our Attorney.
12. To abide by the provisions of all applicable laws (including the Foreign Exchange Management Act, 1999) in connection with the Loan from the Bank (including creation of security as may be required by the Bank).
13. And generally to do all such acts, deeds, matters and things all at my cost and expense as are necessary and incidental to buying the property, paying the purchase price, borrowing from the Bank, and giving security as my/our Attorney deems fit and proper.

AND GENERALLY to do, perform and execute all acts, deeds, matters and things relating to or concerning these presents as if I was/we were personally present and had done, performed or executed the same by myself/ourselves.

AND I/WE HEREBY indemnify and agree to indemnify and keep the Bank indemnified and harmless, from and against all actions, suits, proceedings, claims, damages, expenses, costs, losses and liabilities whatsoever that the Bank may have to incur or suffer in connection herewith.

AND I/WE DO HEREBY RATIFY AND CONFIRM AND AGREE TO RATIFY AND CONFIRM all that the Attorney shall do or cause to be done by virtue of these presents.

AND I/WE DO HEREBY DECLARE that this Power of Attorney shall be irrevocable till the Loan and all amounts / dues thereunder are fully and finally paid / repaid to the Bank to its satisfaction.

AND I/WE DO HEREBY DECLARE that any provision of this Power of Attorney which is prohibited or unenforceable, in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or un-enforceability but that shall not invalidate or affect the remaining provisions of this Power of Attorney nor affect such provision in any other jurisdiction.

This Power of Attorney shall be construed and governed in accordance with the laws of India.

IN WITNESS WHEREOF, this Power of Attorney is executed by the Borrower(s) at _____ on this _____ day of _____.



Borrower
Name:

Co-Borrower
Name:

I accept

Name:

Specimen signature of _____,
the Attorney of the Borrower(s).

BEFORE ME

(NOTARY)

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LETTER OF ACKNOWLEDGEMENT CUM REVIVAL OF DEBT AND SECURITIES

Date:
Place:

To,
Doha Bank, QSC

Sub: Loan Account No. _____

Dear Sirs,

I/We confirm that Doha Bank QSC, a body corporate constituted under the Laws of State of Qatar, having its branch office in India at _____, has granted to me/us the loan facility of Rs. _____/- (Rupees _____ only) secured, inter alia, by mortgage of immovable property situated at _____.

I/We confirm the execution and validity of the documents as stated in Schedule I as also the other documents not specifically mentioned therein.

I/We hereby also confirm that a principal amount of Rs. _____ is outstanding under the loan with interest, default interest and the other amounts (if any) payable under the loan documents.

I/We hereby admit and acknowledge for the purpose of Section 18 of the Limitation Act, 1963 that I/we am/are liable to you for payment of all amounts due or which may become due under the said loan, which shall continue to remain secured and covered by the aforesaid security documents.

SCHEDULE I

List of Documents

Thanking you,

Yours Truly,

Borrower

Name:

Co-borrower

Name:

I/We hereby admit and confirm that the documents as mentioned below, executed by me/us in respect of the Loan are valid and enforceable against me/us. I/we further confirm my/our liabilities under such documents and as also my/our liability under the Loan granted to the Borrower(s) mentioned above:

List of Documents

Thanking you,

Yours Truly,

Guarantor

Name:

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DECLARATION FOR SIGNING IN VERNACULAR LANGUAGE

To,
Doha Bank, QSC

I, Mr. / Ms. _____, son / daughter of _____ residing at _____, do hereby state and declare on solemn affirmation as under:

I have read out and explained the contents of the application form, loan agreement dated _____ (the "**Loan Agreement**"), _____, and all other documents incidental to availing the loan of Rs. _____/- (Indian Rupees _____ Only) (the "**Loan**") by the Borrower(s) being Mr./Ms. _____ and Mr./Ms. _____ from Doha Bank QSC to Mr. / Mrs. _____ and he / she / they have understood the same and do hereby agree to abide by all the terms and conditions of the Loan and the documents in relation to the Loan.

Pursuant to the same the aforesaid person(s) is / are affixing his / her / their signature(s) / thumb impression(s) as given hereinbelow.

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

Solemnly affirmed at _____, on this _____ day of _____, _____

Signature: _____

Name: _____

Relation to the person signing in vernacular language: _____

Signature/Thumb Impression
of person signing in vernacular language

Date: _____

Place: _____

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AUTHORITY LETTER

(For disbursement in favour of the vendor / builder / society)

To,
Doha Bank, QSC

Dear Sir/Madam,

Ref: Loan Account No. _____

I/We have been sanctioned a loan of Rs. _____ (Rupees _____
_____ only) (the "Loan") by Doha Bank for the purpose of purchasing a flat/house/
dwelling unit under the Loan Account number as stated above.

I/We hereby authorize and request you to disburse an amount of Rs. _____ (Rupees _____
_____ only) in favour of _____,
being the builder/society/seller by way of _____.

Bank account details of the builder/society/seller (*relevant for electronic funds transfer*):

Name of account holder : _____
Account No. : _____
Bank name and address : _____
Account type : _____
IFSC Code : _____

I/ We confirm and assure you that:

- (i) I/We have complied with all the terms and conditions of the Loan.
- (ii) No Default (as defined in the Loan Agreement or any other Loan document) has occurred or is continuing or is likely to occur.

This request for disbursal of Loan is irrevocable.

Thanking You,

Yours truly,

Borrower

Name: _____

Co-borrower

Name : _____

Place : _____

Date : _____

INTENTIONALLY LEFT BLANK

Date :

To,
Doha Bank, QSC

Dear Sirs,

Sub: Authorization for credit verification

With reference to my/ our application for a home loan to finance an immovable property in India, I/we understand that Doha Bank may seek a report about my/our credit history in _____. I/we hereby give you an authorization and consent for the same.

I/we further understand that, upon my/our written request submitted to Doha Bank, I/we may be informed of whether or not a credit report was ordered and, if it was, the name and address of the reporting agency that furnished the report.

I/we understand that this authorization to seek a credit report does not constitute an offer by Doha Bank to provide a home loan to me/ us. I/we further agree to hold Doha Bank and its officer, directors and employees harmless in connection with obtaining and reviewing such credit report and accompanying information.

Thanking you,

Yours faithfully,

Signature of Applicant

Signature of Co-Applicant

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AFFIDAVIT CUM UNDERTAKING

I/We, the undersigned: (1) Mr. /Ms. _____, and (2) Mr. /Ms. _____ do hereby solemnly and sincerely affirm, declare, confirm and state as under:

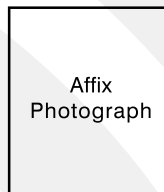
1. I/We have applied for a housing loan from Doha Bank QSC having its branch office at _____ for purchasing the property ("**Property**") as stated below:
[_____]¹

1. I/We declare that the built up Property has been constructed as per the sanctioned plan and/or building bye-laws.
2. The Property has a completion certificate.²
3. I/We hereby indemnify and agree to indemnify Doha Bank against any and all losses, damages, costs, charges, expenses, claims, demands, suits and proceedings of whatsoever nature that Doha Bank may have to incur or suffer as a result or consequence of Doha Bank relying on this Affidavit cum Undertaking.

In witness whereof I/We have executed this Affidavit cum Undertaking at ³[_____] on this ⁴[_____] day of [_____].

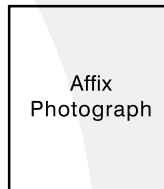
Signature :

Name :



Signature :

Name :



BEFORE ME

[NOTARY]

¹ Details of the property

² Delete if the certificate is not available at the time of execution of this affidavit.

³ Place of execution

⁴ Date, month and year of execution

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CHEQUE SUBMISSION FORM

Application No.		LAN No.	
Name of the Borrowers	1. 2.		

CHEQUE DETAILS

Sr. No.	Cheque No.		No. of Cheques	Cheques Dates		Bank Details		Purpose (Insert purpose)	Nature (PDC / UDC)	Amount
	From	To		From	To	Name	Branch			
1.										
2.										
3.										
4.										
5.										
6.										

I/We solemnly declare and say as follows:

1. I/We have not given any cheque(s), other than those mentioned above and all cheques are drawn in favour of **"Doha Bank QSC"** and crossed as "A/C Payee Only".
2. That Doha Bank shall not be held responsible for any cheques left blank or drawn in favour of any name other than **"Doha Bank QSC"**.

Borrower's Name :

Borrower's Signature :

Co-borrower's Name :

Co-borrower's Signature :

Received By -

Name & Signature of Executive:

Name of Direct Sales Associate:

Important Instructions

1. All cheques should be crossed as "A/C Payee only".
2. All cheques should be drawn in favour of **"Doha Bank QSC"** only.
3. Doha Bank QSC does not take responsibility for any cheques left blank or drawn in favour of any name other than **"Doha Bank QSC"**.
4. Please ensure that there are no corrections/mistakes in the cheques and that the amounts mentioned in words and figures are the same. Corrections/mistakes, even when countersigned shall not be accepted by any bank.

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AFFIDAVIT

I, the undersigned Mr./Ms. _____, also known as Mr./Ms. _____, holder of [PAN No. _____ and Indian Passport No. _____]¹, aged _____ years, presently residing at _____, do hereby solemnly and sincerely affirm, declare, confirm and state as under:

1. My name is appearing as Mr./Ms. _____ on my ²[PAN card/Passport] and as Mr./Ms. _____ in [*Insert the name of the document/record with a different name.*]
2. ³[Both, Mr./Ms. _____ and Mr./Ms. _____ are the names of the same person being holder of ⁴[PAN/Indian Passport] number _____.]
3. ⁵[The aforesaid difference in the name is appearing because my name was changed from Mr./Ms. _____ to Mr./Ms. _____ with effect from _____ due to _____.]
4. ⁶[I sign as below:

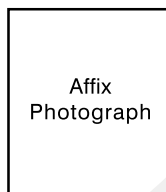
I also sign as below:

_____]

5. I hereby authorize **Doha Bank QSC**, having its branch office in India at _____ [*Insert address*] (hereinafter referred to as "**Doha Bank**" which term shall so far as the context admits be deemed to mean and include its successors, novatees, transferees and assigns) to act upon any instrument signed by me in/using any of the above stated ⁷[names and/or signatures].
6. In light of the above and in this regard I, hereby indemnify and agree to indemnify and keep Doha Bank indemnified and harmless at all times against any and all losses, damages, costs, charges, expenses, claims, demands, suits and proceedings of whatsoever nature that Doha Bank may have to incur or suffer as a result or consequence of Doha Bank relying on this affidavit or any part hereof.

In witness whereof I have executed this affidavit at _____ [*Insert place of execution*] on this _____ [*Insert date of execution*] day of _____ [*Insert month and year of execution*].

⁸Signature:



BEFORE ME

[NOTARY]

¹ Retain as applicable

² Retain as applicable.

³ Retain in case of dual names

⁴ Retain as applicable

⁵ Retain in case of dual names where the difference is due to change in name

⁶ Retain in case of dual signatures

⁷ Retain as applicable

⁸ In case of dual signature, take both signatures

INTENTIONALLY LEFT BLANK

Date:

To:

The Bank Manager,

Bank Name _____

Branch Name _____

Address 01 _____

Address 02 _____

City _____ Pincode _____

Dear Sirs,

Sub: Authorization letter for verification of account details towards submission of ECS mandate form

I/We hereby authorize bearer of this letter to validate the credentials (Name of Account Holder, Account No., Account type, Signature etc.) furnished to DOHA BANK QSC regarding my/our account in your branch. I/We hereby authorize the bank to debit my account towards charges for ECS mandate verification if any applicable.

Thanking you,

Yours truly,

(Signature of Account Holder (s))

Name of Account Holder: _____

Address 01 _____

Address 02 _____

City _____ Pincode _____

Landmark _____

Tel No. (Res) _____ (Off) _____

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MANDATE FORM
ELECTRONIC CLEARING SERVICE (DEBIT CLEARING)
(Please fill in the details in capital letters only)

LAN No.: _____

The Manager

(Bank Name) _____

(Branch Name) _____

(Address) _____

Telephone No _____

I/We hereby authorize you to debit my/our account for making payment to **DOHA BANK QSC** through ECS (Debit) clearing as per the details given as under:

A. Name of the Account holder: _____ (as appearing in the Bank Statement)

B. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH: _____ (as appearing on the MICR cheque issued by the bank)

C. ACCOUNT TYPE (S.B. Account/Current Account or Cash Credit) _____

D. LEDGER NO / LEDGER FOLIO NO. _____

E. ACCOUNT NUMBER: _____

(Please attach the photocopy of a cheque or a blank cancelled cheque issued by your bank for verifying the accuracy of the MICR Code, Transaction Code, A/C No and Signature.)

Type of payment	Date of effect		Periodicity	Amount of installment with upper limit	Number of installments
	From	To			

F. Date of effect:

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/We would not hold the user institution responsible.

I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(.....)
Signature of the Customer

Date: _____

Certified that the particulars furnished above are correct as per our records & we have updated our records.

(Bank's Stamp)

Signature of the Authorized Official from the Bank

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

Date:

To,
Doha Bank, QSC

Sub: Alternative mode of repayment of Loan through the “Electronic Clearance Service (Debit Clearing)” offered by the Reserve Bank of India

Dear Sir/Madam,

I/We am/are beneficiary of the loan facility (the “**Loan**”) from you in terms of Loan Agreement dated _____ (the “**Agreement**”) and my/our Loan Account number is _____. I/We consent to avail of the Electronic Clearance Service (Debit Clearing) (“**ECS**”) offered by Reserve Bank of India vide its National Clearing System as an alternate mode of payment of installments under the Agreement for repayment of the Loan facility. I/We therefore unconditionally authorize Doha Bank to raise debits on my/our bank account regularly every month upto a maximum of Rs. _____/- (Rupees _____ only) through the ECS for payment of _____ number of installments under the Agreement. The particulars of my/our bank account are detailed as under:

Name(s) of the Account Holder _____

Account Number: _____ Account Type: _____

Name of the Bank: _____ Branch: _____

I/We further confirm that event in any month the ECS instruction is not carried out due to insufficiency of funds in my/our aforesaid bank account I/we hereby authorize Doha Bank to raise a further demand on the Bank till the installment for that calendar month is realized.

I/We have enclosed _____ number of postdated cheques as required by Doha Bank and under the Agreement for payment of installments. The Bank shall, however, have an absolute discretion in presenting the cheques for encashment in my/our respective drawee bank for payment of installments due from me/us. In the event where the payment of installment is made through the usage of ECS, the Bank shall not present the cheques for payment of the very same installment. Doha Bank may in its absolute discretion, at any time hereafter, discontinue the ECS and demand furnishing of cheques for payment of balance installments. I/We undertake to furnish/provide the cheques immediately upon demand being made by Doha Bank, without any protest.

I/We have given today a standing instruction to my/our Bank, as below duly acknowledge and accepted by my/our Bank.

Mandate verification charges (if any) may be charged to my/our bank account.

Sincerely yours,

First Account Holder

Second Account Holder

Name: _____

Name: _____

(All signatures as in the Bank Records. All Joint Account holders are required to sign)

Instructions for the Bank

Sir,

Sub: _____

Account Number - _____

This is to irrevocably and unconditionally instruct you to accept all the debits raised by **Doha Bank**, from time to time through ECS every month and debit the same to my/our account in consideration of a loan availed/to be availed by me from **Doha Bank**. I/we confirm that these instructions cannot be cancelled/ withdrawn by me except with the written consent of **Doha Bank**. You are requested to act in accordance herewith.

Please acknowledge the receipt of this instruction.

Sincerely yours,

Customer's signature

Date:

Place:

For use by Customer/Account Holder's Bank

We hereby certify that the particulars of the customers furnished above are correct as per our records, and we hereby declare that a copy of this mandate form, duly complete and signed, has been submitted to us.

Bank Stamp

Signature of Authorised Official of the Bank

Name

Branch

Designation

Date

INTENTIONALLY LEFT BLANK

SIGNATURE VERIFICATION LETTER

Date:

The Manager,

Doha Bank, QSC

Re: Signature Verification of _____
having Account Number _____

Dear Sir/Madam,

This is to confirm that the signature of _____ (**"Borrower"**), residing at _____, has been verified as per our records. It is further certified that the Borrower's above mentioned account has been in operation with us since _____.

Signature of Borrower

Signature of officer with rubber stamp

(Signature Attested)

Name & Designation of bank's officer who attested the Borrower's signature

Name & address of the branch

INTENTIONALLY LEFT BLANK

Draft of N.O.C. to be obtained from the builder on letter-head (first sale cases)

Date:

To:

Doha Bank, QSC

Madam/Dear Sir,

**Sub: Flat no. _____ admeasuring _____ on the _____ floor of the building
named as _____ situated at _____.**

This is to confirm that we have allotted/sold flat no. _____ admeasuring _____ sq.ft. (carpet area/
built up area) on _____ floor of the _____ building situated at _____
constructed by us to Mr./Mrs./Ms. _____ (the "**Borrowers**") for a total consideration of
Rs. _____/- (Rupees _____) under an agreement for
sale dated _____.

We confirm that we have obtained necessary approvals and sanctions for the construction of the building from
all concerned competent authorities and that the building and the flat are in compliance with the approved
plans. We confirm that the said flat and the building as well as the land appurtenant thereto are not subject to
any encumbrance, charge, mortgage or any liability of any kind whatsoever and that the entire property is free
and marketable. We have a clear, legal and marketable title to the property and every part thereof.

The Borrower(s) has paid Rs. _____/- (Rupees _____) to us towards
the cost of the said flat.

Possession of the flat shall be given to the Borrower(s) on or before _____ on payment
of full consideration of the flat. **OR** Possession of the flat has been given to the Borrowers.

We understand that the Borrower(s) have approached Doha Bank for a home loan facility for purchase of the flat
and that Doha Bank has granted / agreed to grant the loan to the Borrowers and the Borrowers have agreed to
create mortgage in favour of Doha Bank for securing the repayment of the said loan facility. We confirm that we
have no objection to the Borrower(s) creating mortgage on the said flat for securing repayment of the loan to
Doha Bank. AND NOTWITHSTANDING anything contrary contained in the agreement for sale, we will register
the mortgage in favour of Doha Bank in our books and that we will not allow the Borrower(s) to transfer, sell or
otherwise deal with the flat in any manner prejudicial to the interest of Doha Bank without your prior written
consent.

We have borrowed monies from _____ (name of the financial institution) whose NOC
for this transaction is enclosed herewith. **OR** We have not borrowed from any financial institution for the purchase
/development of the property and have not created and will not create any encumbrances on the property or
part thereof.

We confirm and undertake to form a co-operative society or condominium of the flat owners within the statutory
period in compliance with applicable laws. We shall immediately notify you on formation of the co-operative
society/ condominium and furnish a copy of the registered conveyance deed to you. We shall give proper notice
to the co-operative society/ condominium of the flat mortgaged in your favour by the Borrower(s).

In event the formation of the co-operative society/ condominium is delayed for a period of one year from the date
of disbursement of loan by you, we shall at your instance, execute a conveyance in favour of the Borrower(s) in
respect of the said flat and furnish a copy of the same to you.

Please note the payment towards the flat should be made by crossed cheque in favour of _____
_____.

Yours faithfully,

For _____

Authorized Signatory
(same as the signatory to the agreement for sale)

Name

Designation

**Draft of N.O.C. to be obtained from the builder on letter-head
(for resale cases & no society)**

Date:

To:

Doha Bank, QSC

Madam/Dear Sir,

**Sub: Flat no. _____ admeasuring _____ on the _____ floor of the building
named as _____ situated at _____.**

This is to confirm that we have allotted/sold flat no. _____ admeasuring _____ sq.ft. (carpet area/
built up area) on _____ floor of the _____ building situated at _____
constructed by us to Mr./Mrs./Ms. _____ for a total consideration
of Rs. _____/- (Rupees _____) under an agreement
for sale dated _____.

We confirm that we have obtained necessary approvals and sanctions for the construction of the building from
all concerned competent authorities and that the building and the flat are in compliance with the approved
plans. We confirm that the said flat and the building as well as the land appurtenant thereto are not subject to
any encumbrance, charge, mortgage or any liability of any kind whatsoever and that the entire property is free
and marketable. We have a clear, legal and marketable title to the property and every part thereof.

Mr./Mrs./Ms. _____ has paid Rs. _____/- (Rupees _____)
to us towards the cost of the said flat.

We have agreed to give possession of the flat to Mr./Mrs./Ms. _____ on or before
_____ on payment of full consideration of the flat. **OR** Possession of the flat has been given
to Mr./Mrs./Ms. _____.

We are aware that the said Mr./Mrs./Ms. _____ ("the **Seller**") has agreed to sell the said flat and
all his/her/their right, interest and title therein to Mr./Mrs. _____ ("the **Purchaser**")
under an Agreement for Sale/Sale Deed dated _____ and that the Purchaser has approached
Doha Bank for a loan for purchasing/acquiring the said flat and that Doha Bank has agreed to sanction/grant the
loan to the Purchaser to purchase/acquire the above flat and that the Purchaser has agreed to mortgage the
said flat in favour of Doha Bank as security for the said loan. We hereby confirm that we have no objection to the
same and we shall transfer the said flat to the name of the Purchaser, in our books, on completion of the sale
formalities between the said Seller and the said Purchaser.

AND notwithstanding anything to the contrary contained in the said Agreement for sale, we confirm to register
the aforesaid charge in our books in respect of the said flat on completion of the sale formalities as aforesaid
and the said Purchaser will not be permitted to transfer/cancel, assign, sell off, cancel or in any other way/
manner deal with the said flat prejudicial to the interest of Doha Bank, without your prior written consent.

We have borrowed monies from _____ (name of the financial institution) whose NOC for this
transaction is enclosed herewith. **OR** We have not borrowed from any financial institution for the purchase /

development of the property and have not created and will not create any encumbrances on the property or part thereof.

We confirm and undertake to form a co-operative society or condominium of the flat owners within the statutory period in compliance with applicable laws. We shall immediately notify you on formation of the co-operative society/ condominium and furnish a copy of the registered conveyance deed to you. We shall give proper notice to the co-operative society/ condominium of the flat mortgaged in your favour by the Purchaser.

In event the formation of the co-operative society/ condominium is delayed for a period of one year from the date of disbursal of loan by you, we shall at your instance, execute a conveyance in favour of the Purchaser in respect of the said flat and furnish a copy of the same to you.

Please note the payment towards the flat should be made by crossed cheque in favour of _____
_____.

Yours faithfully,

For _____

Authorized Signatory
(same as the signatory to the agreement for sale)

Name

Designation

[To be taken on the Letterhead of the Society]

Date:

Place:

To:

Doha Bank, QSC

Dear Sir,

**Sub: Flat no. _____ admeasuring _____ on the _____ floor of the building
named as _____ situated at _____.**

The Society has been registered under number _____ dated _____ with the Dy. Registrar of Co-op. Societies.

The Society is the owner of the Building and the land as per the conveyance dated _____ executed by _____ and registered under _____ on _____ with the Sub-Registrar of Assurances at _____. **OR** The conveyance of the land and the said building to our Society is not yet executed and it will be done in due course.

Mr./Mrs. _____ is a bonafide member ("the **Seller**") of our society and share certificate No. _____ for shares bearing distinctive nos. _____ to _____ stand in his/her name and the said flat is possessed by him/her. The Seller is in occupation of the flat. **OR** Mr./Mrs. _____ is a bonafide member ("the **Seller**") of our society and the said flat is possessed by him/her. The Seller is in occupation of the flat. The share certificate is yet to be issued in the name of the Seller.

The Seller has informed the society that he/she has agreed to sell and transfer the all his/her right, title, interest in the flat to Mr./Mrs. _____ (the "**Purchaser**").

We understand that the Purchaser has approached Doha Bank for loan for purchasing / acquiring the said flat.

We confirm that our Society has agreed to transfer the above flat in the name of the Purchaser, subject to completion of the transfer formalities in respect of the said flat.

We hereby assure you that the said flat, as well as the said building and the land appurtenant thereto are not subject to any encumbrance, charge or liability of any kind whatsoever and that the entire property is free and marketable. We further confirm that we have a clear, legal and marketable title to the said property and every part thereof, and that all taxes and dues/charges in respect thereof have been paid upto the date. We also confirm that there are no outstanding dues of the charges payable by the Seller as a member of the Society in respect of the said flat and he/she has paid all taxes/dues in respect of the same upto date.

We confirm that there are no restrictive/negative covenants in the Bye Laws/Rules of the above mentioned society concerning the transfer of shares/members interest in the society and other related matters.

We confirm that we have no objection to the Purchaser creating a first and exclusive mortgage on the flat in favour of Doha Bank (and the shares), to secure the due repayment of home loan granted by Doha Bank to the Purchaser for the purpose of purchasing the flat.

And we undertake to register the aforesaid charge/mortgage on the said flat and the said shares in favour of Doha Bank on completion of the transfer formalities. We shall not permit any sale, transfer, conveyance of and/or creation of any mortgage /charge/pledge/other encumbrance over the said flat and shares, without the prior written consent of Doha Bank.

*We further confirm that as soon as the shares certificates are issued, the share certificates pertaining to the flat will be forwarded directly to you (applicable in case share certificates have not been issued at the date of this letter).

Yours faithfully,

For _____ Society Limited

Hon. Secretary / Hon. Chairman / Hon. Treasurer

DECLARATION

To:
Doha Bank, QSC

Dear Sirs,

I/We _____ and _____ (the "**Borrowers**") have been sanctioned a home loan for a principal amount of Rs. _____/- (**Rupees** _____) _____ **Only** (the "**Loan**") by **DOHA BANK QSC** (the "**Bank**").

The Borrowers state and declare that:

- 1) (a) At the date hereof none of the *Directors of the Bank* or their *Relatives* is/are business partner(s) or guarantor(s) of the Borrower;
- (b) At the date hereof the Borrower(s) is/are not a director/s or *Relative* of a *Director of the Bank* or of *Director of Other Banks*;
- (c) At the date hereof the Borrower(s) is/are not Relative/s of any Specified Senior Officer of the Bank.

For the purpose of this declaration:

"Director of the Bank" means and includes the Chief Executive Officer (CEO) and the top most officers of Business and Credit (presently the business head and credit head).

"Relative" means a person's spouse, father, mother (including step-mother), son (including step-son), son's wife, daughter (including step-daughter), daughter's husband, brother (including step-brother), brother's wife, sister (including step-sister), sister's husband, brother (including step-brother) of the spouse and sister (including step-sister) of the spouse.

"Director of other Banks" includes (apart from directors of commercial banks) directors of Scheduled Co-operative Banks, the directors of their Subsidiaries / trustees of mutual funds / venture capital funds.

"Specified Senior Officer" means and includes the top most senior officer (presently the business head and credit head) and his / her immediate next lower level officer in credit and business functions of the Bank.

- 2) Neither the Borrower(s) nor the guarantor(s) is/are or shall be:
 - (i) convicted under the provisions of Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974;
 - (ii) on the defaulters / caution list of Reserve Bank of India ("**RBI**"); or
 - (iii) on the defaulters list of the Bank.
- 3) The Borrower(s) shall not use all or any part of the Loan for investment(s) into capital market oriented mutual fund schemes including, without limitation, equity / real estate mutual funds.

Signature

Name:

¹[_____
Signature

Name:]

Date:

Place:

¹ Retain as applicable

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INDEMNITY

To:
Doha Bank, QSC

Dear Sirs,

Ref: Home Loan of Rs. _____/- sanctioned by Doha Bank

I/We state and represent that:

1. At my/our request, Doha Bank has sanctioned/granted a loan upto a maximum principal amount of Rs. _____/- (Indian Rupees _____ only) (the "**Loan**") to me/us on the terms and conditions as mentioned in the loan agreement dated _____ (the "**Loan Agreement**") and the other Loan Documents (as defined in the Loan Agreement).
2. To secure the Loan, I/we have created first and exclusive mortgage in favour of Doha Bank over the immovable property situated at _____ (the "**Property**").
3. One of the conditions of Doha Bank granting the Loan was that the original title deeds of the Property shall be deposited with Doha Bank.
4. Certain original title deed(s) as mentioned in Schedule 1 in relation to the Property are lost/unavailable/not in my/our possession owing to _____ (the "**Lost Title Deeds**").
5. I/We am/are not in the possession of the Lost Title Deeds and am/are not aware of the location or whereabouts of the Lost Title Deeds.
6. I/We have not done, am/are not privy to, or is aware of any act, deed or matter whereby any mortgage/charge/encumbrances of any nature is sought or purported to be created (in favour of any other person) by depositing/endorsing/transferring/disposing the Lost Title Deeds.
7. [I/We have issued a public notice in relation to the Lost Title Deeds in the local news-papers both in English and the vernacular language on _____ (date) and the copy of the said public notice is annexed hereto as Annexure A. No claim / response has been received by me/us in relation to the Lost Title Deeds pursuant to the public notice.]¹
8. I/We have executed an affidavit duly notarised by a public notary in relation to the Lost Title Deeds and a copy of the same is annexed hereto as Annexure B.
9. I/We have got a copy of the Lost Title Deeds certified by the Sub-Registrar of Assurances and have submitted the same to Doha Bank. **OR** I/we do not have a copy of the Lost Title Deeds.
10. I/We shall at my/our own cost sign, execute, deliver and perform all documents, engagements, contracts, agreements, papers, writings, indemnities, instruments, things, deeds etc. and do all such acts and deeds that may be required by Doha Bank for the purpose of perfection of the mortgage in favour of Doha Bank over the Property.
11. In case the Lost Title Deeds or any of them is becomes available to me/us, I/we shall forthwith deliver the same to Doha Bank.
12. Notwithstanding the aforesaid in relation to the Lost Title Deeds, the first and exclusive charge/mortgage created over the Property in favour of Doha Bank by me/us is and shall be deemed to be complete and perfect in all respects and shall be enforceable against me/us and I/we shall neither be entitled to nor raise any dispute, demur or protest in any respect the rights, title and interest of Doha Bank on the Property on account of the Lost Title Deeds not being available or for any other reason whatsoever.
13. I/We shall indemnify and keep Doha Bank indemnified and harmless at all times against any and all losses, damages, costs, charges, expenses, claims, demands, suits and proceedings of whatsoever nature that Doha Bank may have to incur or suffer as a result of the unavailability of the Lost Title Deed(s) or relying on the representations and undertakings herein.
14. This Indemnity shall be construed and governed in accordance with the laws of India and shall be subject to non-exclusive jurisdiction of the courts at _____.

All the capitalised terms used but not defined herein shall have the meaning assigned to them under the Loan Agreement.

IN WITNESS WHEREOF I/We have executed this Indemnity on the day and the year as mentioned hereinbelow.

SIGNED AND DELIVERED by

Mr./Ms. _____,

Mr./Ms. _____,

Place: _____

Date: _____

Schedule 1
List of Lost Title Deeds

Annexure A
(Copy of Public Notice)

Annexure B
(Copy of Affidavit)

UNDERTAKING

To:
Doha Bank, QSC

Dear Sir,

Ref: Loan reference no. _____

At my/our request, Doha Bank has sanctioned/granted a home loan upto a maximum principal amount of Rs. _____/- (Indian Rupees _____ Only) (the "**Loan**") to me/us on the terms and conditions as mentioned in the loan agreement dated _____ (the "**Loan Agreement**") and the other Loan Documents (as defined in the Loan Agreement).

To secure the Loan, I/We have created first and exclusive mortgage in favour of Doha Bank over the immovable property situated at _____ (the "**Property**").

One of the conditions of the Loan was that the original title deeds of the Property including the share certificate in respect of the Property shall be deposited with Doha Bank.

In this regard, I/We hereby state and undertake that:

(a) _____ Society Limited (the "**Society**") has not issued the share certificates to any of its members. I/We shall duly intimate the Society about the first and exclusive mortgage/charge created in favour of Doha Bank over the said Property.

OR

(a) No society has been formed in respect of the Property and hence no share certificate has been issued in respect of the Property. I/We shall duly intimate the builder in respect of the Property about the first and exclusive mortgage/charge created in favour of Doha Bank over the Property. Upon formation of the society, I/We shall duly intimate the Society about the first and exclusive mortgage/charge created in favour of Doha Bank over the said Property.

(b) Notwithstanding the aforesaid, the first and exclusive charge/mortgage created by me/us over the Property in favour of Doha Bank is and shall be deemed to be complete and perfect in all respects and shall be enforceable against me/us and the Property unconditionally and without any hindrance whatsoever, and I/we shall not raise any dispute or protest regarding the rights, title and interest of Doha Bank in respect of the Property on account of non-issue, non-deposit of share certificates as aforesaid.

(c) Upon issue of the share certificate by the Society to its members, I/we shall immediately deliver the original share certificate to Doha Bank and no other person except Doha Bank shall be entitled to the custody and deposit of the original share certificates.

(d) I/We shall indemnify and keep Doha Bank indemnified and harmless at all times against any and all losses, damages, costs, charges, expenses, claims, demands, suits and proceedings of whatsoever nature that Doha Bank may have to incur or suffer by the reason of non-submission of the original share certificate by me/us to Doha Bank.

This Undertaking shall be construed and governed in accordance with the laws of India and shall be subject to the non-exclusive jurisdiction of the courts situated at _____.

All the capitalised terms used but not defined herein shall have the meaning assigned to it under the Loan Agreement.

SIGNED AND DELIVERED by

Mr./Ms. _____,

Mr./Ms. _____,

Place: _____

Date: _____

To:
Doha Bank, QSC

Ref: Loan A/c No. _____
Sub: Letter for requesting the original share certificates for endorsement purpose

Dear Sir/Madam,

I/We, had availed a loan from Doha Bank QSC, for an amount of Rs. _____/- (Rupees _____
_____ Only) (the "**Loan**") under the abovementioned loan account number.

In order to comply with the terms of the Loan, I/we had, *inter alia*, deposited with Doha Bank the original share certificate No. _____ representing _____ shares of Rs. _____ each bearing distinctive/ serial Nos. _____ ("**Share Certificate**") issued by _____ (the "**Society**") in respect of Flat No. _____ on _____ floor of _____ building situated at _____ (the "**Property**") which is exclusively mortgaged to Doha Bank as security for the Loan.

I/We hereby state that the Society has in its general meeting held on _____ approved that I/We be inducted as a member of the Society and that the Society is now ready to endorse the Share Certificate in my/our name.

I/We hereby request you to temporarily handover the original Share Certificate to me/us/the Society for the limited purpose of endorsement of the Share Certificate in my/our name without affecting/prejudicing the exclusive mortgage over the said Property in favour of Doha Bank, in any manner whatsoever.

I/We also undertake, assure and confirm that:

1. there are no charges or encumbrances over the said Property save and except the exclusive mortgage over the said Property in favour of Doha Bank;
2. the exclusive mortgage over the said Property in favour of Doha Bank shall continue to be in full force and effect and shall not be affected or prejudiced by temporary handover of Share Certificates to me/us by Doha Bank for the limited purpose as aforesaid; and
3. Doha Bank's approval to temporarily handover the Share Certificates for the limited purpose as aforesaid shall be based on the assurances, representations and undertakings given by me/us herein.

I/We hereby state and undertake that I/we shall re-deposit the original Share Certificate with Doha Bank forthwith upon the endorsement on the same in my/our favour by the Society, but in any case not later than _____ days from the date of temporary handover of the Share Certificate by Doha Bank to me/us/the Society.

Thanking you,

Yours truly,

Mr./Ms. _____ [*Insert the name of the Borrower*]

Mr./Ms. _____ [*Insert the name of Co-Borrower*]

Place: _____

Date: _____

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MOST IMPORTANT TERMS AND CONDITIONS

Product Offering

Doha Bank QSC offers Home Loan at floating rate of interest as well as fixed rate of interest details of which can be sought from your Relationship Manager or you can visit our nearest branch or visit our website www.dohabank.co.in.

Purpose

The loan shall be utilized strictly for purchase of house/flats as detailed in the borrower's application form and in the manner prescribed. The property shall be used for residential purpose only.

Financials:

Interest Rate	Floating rate loans are linked to our Base Rate which is published on our website. Interest on your loan will accrue on a daily basis and any change in interest rates would correspondingly impact your Equated Monthly Installment (EMI) and/or loan tenure.
Repayment	The loan is to be repaid on the due dates in Equated Monthly Installments (EMI) over the tenure of the loan. The repayment installment commences from a date specified in the sanction letter/loan agreement. The liability to the bank will be extinguished only when the outstanding in the loan account becomes Nil, on payment of residual amount, if any.
Default Interest	You need to pay your EMI on the due date. Non-payment of EMI would attract default interest over and above the interest rate applicable to the loan. It may also affect your credit rating and other loans availed of from Doha Bank. In addition to the above, the Bank may initiate collections and legal action to recover the dues. The Bank can recall the loan and the property can be attached.
Processing Fee	A processing fee of 1% of the loan amount subject to a minimum of Rs. 25,000/- plus service tax shall be payable by you. Processing fee paid is non-refundable.
Prepayment charges	NIL prepayment charges for floating rate loans. For fixed rate loans, upto _____% for more than _____% of the loan amount sanctioned every financial year.
Service Charges	Certain services are offered on the loan facility at respective fees or charges. You may refer to our website www.dohabank.co.in or the application form for the schedule of fees and charges. They are also available upon request at any of our branches in India. You are requested to note that the tariff structure is subject to change with prospective effect from time to time at our sole discretion. Revised tariff would be displayed at our branches and on our website www.dohabank.co.in . Refer to the Fees and Charges Schedule.
Switching Option	You may switch from floating interest rate to fixed interest rate on the loan and <i>vice versa</i> by paying applicable fees to the Bank.
Primary Security	The loan will be secured by equitable / registered mortgage on the property for which the loan is sanctioned.
Insurance	You shall ensure that the house/flat is insured comprehensively for the market value covering fire, flood, earthquake, etc. with the Bank as beneficiary/loss payee under the insurance policy at all times during pendency of the loan.
Indirect taxes	Please note that you will be liable to pay / bear applicable indirect taxes including Service Tax and Cess on all our fees and charges and any other amount liable to tax under prevailing Indirect Tax Laws.

Document required	KYC documents such as proof of identity, proof of address, etc. as per prevailing policy. Financial documents as per prevailing policy.
Security Documents	The security documents need to be stamped/franked and registered as per the applicable laws at your expense.
Loan Documents	You would be required to sign a Sanction Letter/Loan Agreement and other standard documents. Sanction Letter/Loan Agreement carries the key terms of your loan such as loan amount, loan tenure, interest rate, etc. of your loan.
Prepayment and Foreclosure	You can prepay/foreclose the loan by giving a notice in writing and pay in accordance with our rules of prepayment/foreclose, along with charges if any.
Tax	Please seek independent professional tax advice for any tax related issues in relation to the loan.
Disclosures	You acknowledge our right to provide details of your account to third party agencies for the purpose of availing support services of any nature by us, without any specific consent or authorisation from you or any joint applicants.
Default	In the event of default i.e. if the amount due is not paid by due date, the customer will be sent reminders from time to time for payment of any outstanding on his loan account, by post, fax, telephone, email, SMS messaging and/or through third parties.

Terms and conditions:

Approval

Your loan approval expires after _____ days post which a fresh approval will have to be sought. The approval may be kept open at the Bank's sole discretion. We may at our sole discretion recall the loan offer/ approval at any point of time.

Disbursement

We may disburse the loan in lump sum or in installments, at our discretion. We may disburse the loan amount directly to the builder/seller/society, as the case may be, as per your request. We may not make any further disbursements on happening of any events as stipulated in the loan agreement as 'Events of default' or for any other reason as deemed fit by the Bank.

Disbursements under the loan shall be made subject to the following conditions:

- (a) fulfillment and compliance with the terms and conditions of the loan agreement and furnishing of all other standard documents as specified by the Bank;
- (b) no event of default has occurred or is subsisting;
- (c) you furnishing an evidence that the disbursement is required for the purpose for which the loan was initially approved; and
- (d) no circumstances shall have occurred, which in our opinion, may make it impossible for you to fulfill the obligations under the loan agreement or other documents executed by you for availing of the loan.

The disbursement shall be deemed to have been made to the borrower on the date of actual disbursement of the loan in our bank's system or the date of the cheque or the payment advice, whichever is earlier, and the interest on the loan shall accrue accordingly. The EMIs on the loan will commence based on the date of disbursement of the loan.

Repayment

You need to repay the loan in equated monthly installments on the due date as mentioned in the Sanction Letter. The installment amount would comprise of principal and interest. You are required to repay the loan EMI through Standing Instruction from your Doha bank account/letter of authority to debit your Doha bank account or such other mode as approved by the Bank. You need to ensure that the repayment instrument/instruction is honoured. Accordingly, you must ensure that: (a) sufficient funds are available in the designated account to be

debited; (b) you do not cancel/put stop payment on the cheques/instruments given towards loan repayment; (c) you do not cancel or vary payment arrangement/Standing Instructions (unless required by us) given towards the loan repayment; and (d) you do not close or change the account on which repayment instrument is drawn (unless you make an alternate arrangement for the repayment as agreeable to us).

If you do not pay the installment on or before the relevant due date, the outstanding loan amount and all accrued interest would become immediately due and payable. You would also be liable to pay the fee as set out in the Fees and Charges Schedule.

Default

In the event of default (i.e. if the amount due is not paid by the due date or breach of any clause of the loan agreement), you will be sent reminders from time to time for payment of any outstanding on your loan account, by post, fax, telephone, e-mail, SMS messaging and/or through third parties appointed for collection purposes to remind, follow-up and collect dues. Any third party so appointed, shall adhere to the Indian Banks Association's (IBA) code of conduct on debt collection. For recovery of dues, we may send you reminders via notices or by making personal visits and/or repossession of security.

As per Reserve Bank of India guidelines, we provide credit information relating to any customer who has availed of a credit facility, to the Credit Information Bureau (India) Limited (CIBIL) or any other bureau on a monthly basis. The information provided includes information regarding whether the loan account is regular or delinquent. In the event a loan account is delinquent as of the date of such reporting and the account is subsequently regularized, the status of the account will only be updated prospectively, at the time of the next monthly reporting. To avoid any adverse credit history with such bureaus, you should ensure timely payment of the amount due on the loan.

Prepayment and foreclosure

You can prepay or foreclose the loan by giving a notice in writing and pay in accordance with our rules of prepayment/foreclosure, along with charges, if any. Please refer to the Fees and Charges Schedule for more details. If you make a prepayment/pay towards foreclosure by cheque, the payment will take effect only when the cheque is cleared. Your original documents submitted to us, would be returned within _____ days of satisfactory loan closure, as per the conditions of the loan agreement signed by you.

Statement of account

We will send half-yearly statement of the loan account at your communication address registered with us. If you need a copy of the statement of account, you may visit our branch and request for a copy subject to the applicable fee.

Know Your Customer / Due diligence requirement

You need to submit the Know Your Customer (KYC) documents at the time of opening a new account or as and when requested by the Bank. The Bank reserves a right to allow / restrict operations in a bank account maintained with the Bank, if the customer is not able to satisfy the due diligence requirements in line with the Bank's policy.

Joint and several liability

Where the Loan is provided to more than one Borrower, then the liability of the Borrower to repay the Loan together with interest and all other amounts and to observe the terms and conditions of the loan agreement/ and any other agreement(s), document(s) made between the Borrower and the Bank in respect of the loan is joint and several.

Sanctions

The Bank and other members of the Doha Bank Group are required to and may take any action to meet obligations relating to or in connection with the detection, investigation and prevention of financial crime and act in accordance with the laws, regulations and requests of regulatory authorities operating in various jurisdictions. The Bank may take such action as it may deem appropriate in this regard.

Disclosures

You acknowledge our right to provide details of your account to third party agencies for the purpose of availing support services of any nature by us, without any specific consent or authorisation from you or any joint applicants.

Cross default

Your default in respect of any other credit facility agreement or arrangement with the Bank or its Group Companies shall be deemed to be a default across all credit facilities availed by you with any of our entities. We shall, in the event of such default be entitled to exercise any or all our rights under the facility/security documents executed by you with any of our Group entities.

Tax

You are responsible for fulfilling any obligation that you may have with respect to the filing of returns or other required documentation in respect of and the payment of all relevant taxes, including, without limitation, all income, capital gains, wealth and estate duties, stamp duties, service tax, value added tax and any other applicable taxes. The Bank does not provide any legal or tax advice. You should seek independent legal and/or tax advice.

Change of address

You need to notify the Bank regarding change of residential address due to relocation or any other reason and you need to intimate the new address to the Bank within two weeks of such a change.

Foreign Exchange Management Act, 1999 (FEMA) guidelines for Non-Resident Indians

Loan disbursed to you should not be utilized for business of chit fund or nidhi company or agricultural or plantation activities or in real estate business, or construction of farm houses or trading in Transferable Development Rights (TDRs), or investment in capital markets including margin trading and derivatives. You are required to ensure that the loan amount disbursed to you is not remitted outside India.

Fees and Charges Schedule

Description of Charges	Amount (Rs)
Processing Fee	1% of the loan amount plus applicable service tax and surcharge subject to a minimum of Rs 25,000/-.
Stamp duty and registration fee	Stamp Duty on equitable mortgage to be paid by the customer separately as per applicable law.
Default Interest Rate/Late Payment Fee	@ 24% per annum i.e. @ 2% per month of the amount due and outstanding plus any incidental charges at actual.
Pre-payment charges	No pre-payment charges in case of floating rate. For fixed rate: 2% of the outstanding loan amount plus service tax and charges, if any.
Foreclosure charges	As above
PDC /ECS Bounce charges	Rs 500/- per instance
CERSAI Charges	Rs 550/-
Cheque/Instrument swap charges	Rs 500/-
Interest Rate Switching fees (fixed to floating or vice-versa)	1.75% on principal outstanding
Interest Rate Switching fees (Higher fixed rate to Lower fixed rate)	0.5% on principal outstanding
Document retrieval charges/Issuance charges for Photocopy of title documents	Rs 500/-
Statement of account	Rs 100/-
Duplicate NOC	Rs 100/-
Duplicate statement issuance charges	Rs 250/- per instance
Duplicate amortization schedule issuance charges	Rs 250/- per instance
Duplicate interest certificate (provisional/actual) issuance charges	Rs 250/- per instance
Other charges	As applicable and decided by the bank from time to time.

Service tax as applicable will be levied

Customer Service

In case of any questions or further information, please contact your Relationship Manager who will be happy to help. You can also: E-mail - indiahelpdesk@dohabank.co.in or Call our Phone Banking service or Visit us at any of our branches.

All grievance/escalations should be marked to:

The Manager,
Customer Care Centre,
Doha Bank QSC,
Sakhar Bhavan, Ground Floor, Plot No. 230,
Block No. III, Backbay Reclamation, Nariman Point,
Mumbai - 400 021, Maharashtra, India.

Nodal Officer e-mail: ptaluja@dohabank.co.in

You may contact the Nodal Officer Team on 022-33941114 / 33941143

(Between 9.30 a.m. and 6.00 p.m.; from Monday to Saturday, except bank holidays).

The Most Important Terms and Conditions mentioned above are an indicative list of terms and conditions of our loan products. The terms and conditions are further described in our Loan Agreement under relevant sections / schedules and therefore should be read in conjunction with those mentioned in the loan agreement.

The above terms and conditions have been read by the borrower/s / read over to the borrower and have been understood by the borrower/s.

Borrower/s Signature

Authorised Signatory of Doha Bank QSC, India.

Date :

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