# BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

# **CORPORATE OFFICE (Banking Finance Division)**

5<sup>th</sup> Floor, Bharat Sanchar Bhavan, Harish Chandra Mathur Lane Janpath, New Delhi-110001

\_\_\_\_\_

F.No.1-9/BBF/STAFF LOAN/2014-15

To

All Head of Circles

Sub: MOU Signed with State Bank of India for extending various Loan Schemes to BSNL Employees.

MOU with SBI for extending various loans to BSNL employees has been signed on 06.02.2015.

A copy of the agreement has been placed on our intranet site <a href="www.intranet.bsnl.co.in">www.intranet.bsnl.co.in</a> under head Director (Fin) and sub-head Budget & Finance Control.

Encl: Copy of agreement

(Nand Kishore)
DGM(BFCI-I)

Dated: 10.02.2015

Copy to:

- 1. All Circles' IFA
- 2. The Deputy General Manager, PBBU-I, 10<sup>th</sup> floor,Local head office,11, sansad marg,New Delhi-110001.

# INDIA NON JUDICIAL

# **Government of National Capital Territory of Delhi**

# e-Stamp

Certificate No.

IN-DL36377337534839M

Certificate Issued Date

22-Nov-2014 11:31 AM

Account Reference

IMPACC (CR)/ dl835310/ DELHI/ DL-DLH

Unique Doc. Reference

SUBIN-DLDL83531069598795751093M

Purchased by

STATE BANK OF INDIA

Description of Document

Article 5 General Agreement

**Property Description** 

11, PARLIAMENT STREET, NEW DELHI-110001.

Consideration Price (Rs.)

(Zero)

STATE BANK OF INDIA

Second Party

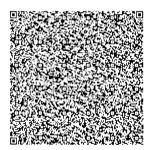
First Party

Stamp Duty Paid By

STATE BANK OF INDIA

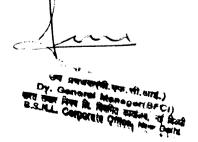
Stamp Duty Amount(Rs.)

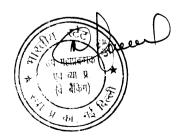
(One Hundred only)



Please write or type below this line.....

This Stant Paper forms integral part a barcel of Memorandum of Understanding (MOU) Letween State Banda of India (SBI) & MIS Bharat Sanchun Nigam Let (BSN)





### Statutory Alert:

- The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate
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# MEMORANDUM OF UNDERSTANDING

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This Memorandum of Understanding (MOU) is made on 6th January 2015

## **BETWEEN**

M/S BHARAT SANCHAR NIGAM LTD (BSNL), a company incorporated under the Companies Act 1956 having its registered office/Corporate office at 3<sup>rd</sup> Floor, BSNL BHAWAN, Harish Chandra, Mathur Lane, New Delhi-110001 through Shri SANGAY INCOME. DGM (BFCI – III) (duly authorized to enter into the present MOU), hereinafter referred to as "BSNL" (which term shall mean and include its successors in title, subsidiaries, associates, affiliates and assigns) of the ONE PART

### AND

State Bank of India (SBI), a statutory Corporation, constituted under the State Bank of India Act, 1955, having its Corporate Office at "State Bank Bhavan", Madame Cama Road, Mumbai 400021 and one of its Local Head Office at 11, Parliament Street, New Delhi 110001. State Bank of India through Mrs Rashmi Duggal, DGM (PBBU) (duly authorized to enter into the present MOU), hereinafter referred to as "Bank" (which term shall mean and include its successors in title, subsidiaries, associates, affiliates and assigns) of the OTHER PART.

BSNL and Bank are collectively referred to as the "the parties"

क्य प्रवेशकर्गके,पार, ती.emf.) Dy. General Stanager(B.PCI) कर रोका निमारि, विश्वीत कार्यक, वृं विवर्धि B.S.N.L. Corporate Office, New Dubt

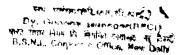
### WHEREAS:

- M/s Bharat Sanchar Nigam Limited (BSNL) is a company incorporated under the Companies Act, 1956 and has its registered office/corporate office at 3rd Floor, Bharat Sanchar Bhavan, Harish Chandra Mathur Lane, Janpath, New Delhi-110001. BSNL is the largest telecom operating company in India having 2.5 lakhs employees across the country.
- 2. For the convenience of employees, BSNL desires to enter into MOU with SBI in respect of Retail Segment Loans.
- 3. In pursuance of the above, BSNL invited Scheme wise rate of interest of various Retail Segment Loans offered by State Bank of India for its employees on all India basis.
- 4. Bank submitted the existing Rate of Interests applicable to all customers on various Retail Segment Loans such as Housing loans, Car Loans, Personal Loan: (SBI Saral, Express Credit), and Education Loan etc offered by SBI.
- 5. The loan will be evidenced by the Loan Agreement and other Loan Documents (hereinafter referred to as the" Loan Documents") to be executed between Bank and Borrowers. In consideration of the loan facilities,-the parties have agreed to execute the present Memorandum of Understanding on the following terms and conditions mentioned below:

# NOW THIS DEED WITNESSETH AS FOLLOWS:

- 1. That Bank may grant the loan to BSNL's employee(s) under the following head as per their requirement in accordance with Bank's guidelines/norms prevalent at the time of consideration of the proposal of the loan
  - (a) Housing Loan including Repair/Renovations/Addition/Alteration Loan.
  - (b) Car Loan.
  - (c) Education Loan.
  - (d) Personal Loan.

The loans under the various heads as mentioned above are collectively referred to as the "loan facilities".



- 2. That the general terms and conditions, Purpose of loan, Maximum amount, Margin Money, Multiple of salary, Recovery of installments (EMI + Interest), applicable rate of interest and Eligibility etc. w.r.t. the loan facilities applicable in respective cases will be as per Bank's -norms/guidelines prevailing at that time.
- 3. That the loan facilities shall be sanctioned by the appropriate authorities of the Bank in accordance with Bank's norms without any relaxations or concessions. However if after execution of this MOU if any consensus is arrived at in respect of extending any concession/relaxation to employees of BSNL, the same may be made available to them in accordance with the consensus arrived at between the Bank and the BSNL.
- 4. That the maximum limits for the loan facilities are subject to the income/repaying capacity of Borrowers and as per the laid down instructions in accordance with Bank's Approved Circulars for different loans.
- 5. That the security for the loan facilities shall be as applicable on the respective schemes as per Bank's norms guidelines.
- 6. In case of sanction of the loan to the employees of BSNL, they undertake to record the mandate of their employee for deduction of loan installment from their salary and remittance to the respective branches of the bank. Same of BSNL they undertake to receive the mandate of the Bank.
- 7. That EMI/NMI Ratio, Loan to Value Ratio and minimum take home salary as per Bank's extant instructions applicable to different loan facilities shall be meticulously observed by the parties. The loan proposal will be processed by the Bank in accordance with the Bank's guidelines and if it is decided to sanction loan the same shall be subject to fulfillment of terms and condition mentioned in sanction letter to be issued by the Bank.
- 8. That in case of retirement/resignation/termination/death of Borrower, BSNL undertakes not to release terminal benefits without obtaining prior written "No Objection Certificate" from the financing branch of Bank.
- 9. That the Bank shall charge processing charges on the loan as per Bank's extant instructions, subject to change from time to time without prior notice.
  - 10. BSNL undertakes that their salary disbursement authority shall remit the loan installment deducted from the salary of the employee latest by 10<sup>th</sup> of each month without fail.
  - 11. That repayment of loan shall commence as per Bank's extant instructions, subject to change from time to time without prior notice.

- 12. That this deed shall be binding upon the parties, their successors and assigns.
- 13. That any notice, demand or request under this deed shall be in writing, and shall be delivered by personal service or shall be sent by postage prepaid, registered or certified mail, telexed, telecopy or sent by person or overnight courier return receipt requested, addressed, if to the parties, at the respective address set forth in the heading of this deed, or at such other address as the addressee may designate in writing. Each notice, demand or request hereunder shall be deemed given on the date it is delivered, in the case of personal service, or the date it is deposited with the Postal Service, in the case of certified or registered mail.
- 14. That the parties shall hereby irrevocably submit to the exclusive jurisdiction of the Court and Tribunals in New Delhi for purposes of any suit, action or other proceeding which relates to this deed. However it is clarified that the jurisdiction in regard to recovery of arrear to be lent to the employees of BSNL will be with the respective court tribunal within whose jurisdiction the respective loan disbursing branch is situated.
- 15. That no amendment, notification or release from or waiver of any provision hereof shall be effective unless in writing and signed by the parties.
- 16. That this deed may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 17. That this deed and the rights and obligations hereunder shall be construed in accordance with and governed by the substantive laws of India.
- 18. If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable it shall be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof.
- 19. In the event of any dispute or difference relating to; arising from or connected with this MOU, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside on revision of award to the

Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

- 20. This MOU shall be binding upon both the parties on all India level.
- 21. Either party can terminate the MOU by giving a notice of 90 days in writing. However, all the clauses of the MOU shall be binding and enforceable in respect of outstanding loans on the date of termination irrespective of such termination.
- 22. All other terms and conditions as per MOU shall be applicable on both the parties.

23. The Bank reserves the right to amend Terms and Conditions of the loan whatsoever it may be, without prior notice.

24. This agreement is valid for a period of Three years i.e. up to 13th May 2017.

A 574 Feb. 2018

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**IN WITNESS WHEREOF,** the parties have caused their respective Common Seal to be affixed to these presents on the day, month and year first hereinabove written, at New Delhi.

For and on behalf of

Bharat Sanchar Nigam Ltd.

For and on behalf of

State Bank of India

DY GENERAL MANAGER (BF-III) BHARAT SANCHAR NIGAM LTD.

RASHMYDUGGAL

DY GENERAL MANAGER PBBU- I, LHO, NEW DELHI

Jarobban (Sandup sm.) DM(BA)

	Interest Rates linked to Base Rate (Base Rate: 10% w.e.f 07/11/2013)	For Women: 10 bps above BR i.e. 10.10% p.a. For Others: 15 bps above BR i.e. 10.15% p.a	10.40% p.a. For Women & 10.45% for Men.	ROI for Used Car Loans: Differ and vary as per Tenures	Up to 3 years:17.25% p.a. & Above 3 years: 17.50% p.a.
	Processing Fees	31st Dec, 25 lacs : amount ) 1ac & up to 550	Waived upto 31 <sup>st</sup> Dec, 2014. Thereafter,	0.51% of the loan amount subject to Minimum of Rs. 1020/- and Maximum of Rs. 10200/-	
N PRODUCTS*	Eligibility	Individuals above  18 years with regular source of 2014. Thereafter, by 10.25% of loan fully NOTE: For detailed (Min. Rs. 1000/-) the Instructions, Please Branch or visit your nearest Rs 75 lacs: Rs 65 Branch or visit () Above Rs 75 Branch or visit () Above Rs 77 Branch or visit () Above Rs 78 Branch or visit ()	Individuals within age group of 21-65 years. (loan must be fully repaid before the borrower attains the age of 70 years.)	Net annual income of the applicant or Co-borrower if any should be Rs. 250000/ p.a. and above.	OLD CARS: Net annual income of the applicant or Co-borrower if any should be Rs.100000/ p.a. and above
JUS RETAIL LOAI	No. of Installments(EMI)	Individuals above  18 years with regular source of Income for the LastWaived upto 2014. Thereafter years (DR) Income for the LastWaived upto 2014. Thereafter years (the age of 70 years (the age by which the loan should be fully NOTE: For detailed (Min. Rs. 1000/repaid) of the Instructions, Please borrower, which ever visit your nearest Rs 75 Jacs: Rs 6 Branch or visit Rs 75 Jacs: Rs 7	Max. repayment period 84 months	( For Used Cars 84 months from the Date of original Purchase)	·
FEATURES OF VARIOUS RETAIL LOAN PRODUCTS*	Maximum Loan Amount/ SECURITY	Maximum Loan amount will be lowest of loan amount assessed on the basis of.  A) Project Cost  B) Permissible EMI/NMI Ratio C) Maximum permissible LTV Ratio SECURITY : Equitable Registered Mortgage of the Residential property	Maximum Loan amount: For Salaricd the Maximum Loan amount that can be granted would be restricted to 48 times of NET MONTHLY INCOME. / EMI/ NMI	In Old Cars: 30 times of NET MONTHLY INCOME / . EMI/NMI Ratio not to exceed 50%	SECURITY: Hypothecation of Vehicle and noting of charge in the book of RTO
	Margin	to Rs lacs: /e Rs acs:		15.00%	
	Max Amount	T T	No ceiling of Maximum Ioan amount for New Vehicles.	Max. Rs. 15 lac for Used Cars. (Loan on On Road price)	
	Purpose	A) Purchase/ Construction of House/ Flat (including No Max Limit cost of interiors if part of project cost) and purchase of plot for Construction of depends on House.  B) Repairs/Renovation of a EMI/NMI residential house already ratio****  C) Reimbursement of investment in Housing madeb) LTV Ratio ***  Months  C) Project Cost.	Purchase of New /Used Cars	NOTE: USED CARS: Not more than 5 years old	
	Name	номе гори		САК ГОАИ	

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	Interest Rates linked to Base Rate	(Base Rate: 10% w.e.f 07/11/2013)	The interest rate is applicable based on the category of check off available as well as the Rating of Corporate (Employees of loss making of Corporate (Employees of floss making Central PSU will be treated at par with employees of BBB(+) and below rated Corporates)  Category I: Full Check Off:  Category I: Full Check Off:  Category II: Partial Check Off:  Service Tax)  BBB+ and below: 350 bps above Base Rate inclusive Category II: No Check Off:  Category III: No Check Off:
	Processing	Fees	1.01% of th Loan Amou ( service Tax)
DUCTS*		Eligibility	Employers: 1) Central & State Govt 2) Quasi Govt 3) Central PSUs 4) Profit making State PSUs 5) Educational Institutes of Nation repute Employees: A)Permanent employees with minimum 01 years length of service B) Should comply with Bank's KY norms C) Minimum Net Monthly Income The employee should be Rs 7500/- The employee should be Rs 7500/- The employee should be Rs 7500/- The undertaking from the borrower the undertaking from the borrower the salary which is not reflected in the salary slip. As per bank's exterioration
FEATURES OF VARIOUS RETAIL LOAN PRODUCTS*	No of	Installments(EMI)	Max. repayment period 60 months/ 5 years or residual service period which ever is less subject to EMI/ NMI less than or equal to 50%
JRES OF VARIOUS	Maximin Loan	Margin Amount SECURITY	Min: Rs 24000/ Maximum: 24 months. NMI with a celing of Rs 15.00 lacs
FEATL		Margin	RS hs. NIL RS
	Na o	Amount	Min: F 24000/ Maximum: 24 month NMI with celling of F 15.00 lacs
		Purpose	The Ioan under the scheme is granted for any legitimate personal purpose  Note: The Loan under Express Credit Facility will be granted only to the Min: Rs maintaining Salary Maximum: Account with the SBL 24 months. NIL No Express Crediting of Rs in case of Customers Crediting of Rs whose Salary Accounts are not with SBL 24 months. SBL
		Name	XPRESS CREDIT LOAN

	No Processing Fee charges onA) For loans upto Rs 4 lacs : 350 points above Educational Base Rate i.e. 13.50% p.a Loans.	In case of B) Above Rs 4 lacs and up to Rs 7.50 lacs: 375 ducation bars above Base Rate i.e. 13.75% p.a.	Studies Abroad It will beC) Above Rs 7.50 lacs: 175 points above Base required to Rate i.e. 11.75% p.a	make deposit of Rs 5000/NOTE: 50 bps concession in interest rates for which will begind student	adjusted in the 1% concession if interest is serviced promptly Margin Money during moratorium period, including course duration		
0	No Processin Fee charges ( Educational Loans.	In case Education Loans	to Bank's Website for complete		adjuste Margin		
	Up to 4 lacs: CoLOANS up to Rs 7.5 Up to Rsobligation of parents, lacs: The loan to be 4 lacs. No Security.	Above 4 lacs and uplacs: Max 12 years	Above Cobligation of Parents Rs 4together with the	Jacs: Collateral Security III Studiesthe Form of ThirdRepayment Tenures Details. Studiesthe Form of ThirdRepayment will in India Party Guarantee Repayment will commence, one vear	7.5 lacs:Co of Parents with the	tangible Collatera Security of suitable Nalue.	
	Up to Rs 4 lacs:	Studies in NIL The Scheme seeks to India: Rs 10 Margin extend financial <sup>acs</sup>			Studies Abroad: As 30 lacs		
		ИA	OJ TN	STUDE	188		

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# FEATURES OF VARIOUS RETAIL LOAN PRODUCTS\*

				FEATURES OF VARIOUS NETAIL LOAN TRODUCTS	AL LOAN - NODON -			
		Max					Processing	Interest Rates linked to Base Rate
Name	Purpose	Amount	Margin	Maximum Loan Amount' SECURITY	No. of Installments(EMI)   Eligibility		Fees	(Base Rate: 10% w.e.f 07/11/2013)
				List A (Select 37 Institutions)	Maximum 12 Years after commencement of repayment.			List A:
				Up to Rs. 20 lacs: Without any tangible Repayment starts 6 collateral Security with parent/ Guardian asmonths after completion of Co-borrower	Repayment starts 6 months after completion of the course. In case if			Up to Rs 30 lacs : 25 bps above Base Rate i.e., 10.25% p.a
NΑ	Sanction of Term			II) above Rs 20 lacs & Up to Rs. 30 lacs second loan is availed: With tangible collateral of full Value and The student will be given a Parent/ Guardian as Co-borrower.	second loan is availed : The student will be given a maximum period of 12			List B:
VB LO	Loan to students for pursuing Higher	30 laca	2	List B(Select 24 Institutions)		PI refer to Bank's	°N	I) Up to Rs 20 lacs : 50 bps above Base Rate i.e., 10.50% p.a
сног	Education in india s Top Engineering , Law, Business,		Margin	I)Up to Rs 20 lacs, with parent/Guardian as Co-borrower.		Website forProcessing complete Fee Details.	Processing Fee	II) Above Rs 20 lacs and up to Rs
S IBS	Medical and other Reputed Institutes	qU		II) Above Rs. 20 lacs & up to Rs. 30 lacs: With tangible collateral of full Value and Parent/ Guardian as Co-borrower				30 lacs : 25 bps above Base Rate i.e., 10.25%
		<b>Wilderson</b>		List C (Select 55 Institutions)				List C:
				<ol> <li>Up to Rs 7.5 lacs: Without any tangible collateral Security with parent/ Guardian as</li> </ol>			-	Upto Rs 30 lacs: 175 bps above Base Rate i.e., 11.75% p.a
				Co-borrower.			_	-
				II) Above Rs 7.5 lacs & up to Rs 30 lacs :			_	
				With tangible collateral of full Value and				
				Parent/ Guardian as Co-borrower				

DISCLAIMER : BANK RESERVES THE RIGHT TO CHANGE TERMS AND CONDITIONS / INTEREST WITHOUT PRIOR NOTICE

\* Only Main points are taken. For Complete Features per Loan product including Security Required please refer to Bank's Website OR NEAREST BRANCH \*\*LTV (Loan to value of property; 90% if Ioan amount is up to Rs 20 lacs and 80% for Rs 20 lacs to Rs 75 lacs & 75% for amount above Rs 75 lacs.

(Subject to LTV rule specified by RBI from time to time)

*** EMI/NMI Ratio in respect of Car Loans	Car Loans
Up to Rs 5 lacs	20%
From Rs 5 lacs to Rs 10 lacs	20%
Above Rs 10 lacs	60%

***EMI/NMI Ratio in respect of Home Loans	e Loans
Up to Rs 120000/-	70%
Rs 120000/- to Rs 3 Lacs	30%
Rs 3 lacs to Rs 6 lacs	%05
Rs 6 lacs to Rs 10 lacs	%09
Above Rs 10 lacs	%02

