BFCI Section, BSNL Corporate Office 5th Floor, Bharat Sanchar Bhawan, Janpath, New Delhi-110001 Ph.23329670, 23037744, Fax: 23734033



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

No. 1-9/BBF/Staff Loan/2011-12(Pt.)

Dated: 18.12.2013

To

All Circles' IFA

SUB: MOU Signed with UNION BANK OF INDIA for various Retail Loan Schemes to BSNL Employees.

Memorandum of Understanding (MOU) with UNION BANK OF INDIA for extending various loans to BSNL employees has been signed on 16th December, 2013. This agreement is valid from 16.12.2013 to 02.11.2014. The general terms and conditions and Rate of interest are given in Annexure- I of MOU.

A copy of the agreement has been placed on our intranet web site i.e. www.intranet.bsnl.co.in under the head Director (Finance) and sub-head Budgeting & Financial Control.

Encl: Copy of Agreement

(V.V.Sankaran) DGM (BFCI) Ph. 23715103 Fax: 23734033

Copy to:

1. The Deputy General Manager, Union Bank of India, Regional Office Delhi (South), IIIrd Floor, Shaheed Bhagat Sigh Place, Bangla Sahib Marg, Gole Market, New Delhi-110001.



INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No.

Certificate Issued Date

Account Reference
Unique Doc. Reference

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Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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BSNL

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: Article 5 General Agreement

Not Applicable

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(Zero)

BSNL

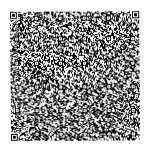
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: UNION BANK OF INDIA

BSNL

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(One Hundred only)



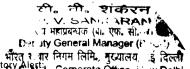
Please write or type below this line______

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made as of this of the day of December 2013.

For Union Bank of India

Tr. Gen Manager
Tr. Gen Manager
Hermon, Shatlered Bhagat Singh Place
Bangla Sahib Mang, Goie Market, N. Delhi-01



Statutery Statut

- 2. The onus of checking the legitimacy is on the users of the certificate
- 3. In case of any discrepancy please inform the Competent Authority.

BETWEEN

M/s. Bharat Sanchar Nigam Limited (BSNL), a company incorporated under the Companies Act, 1956, having its registered office/corporate office at 3rd Floor, Bharat Sanchar Bhawan.

Harish Chandra Mathur Lane, Janpath. New Delhi-110001,through Shri. V. V. Sankaran. Dy General Manager, (duly authorised 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

Union Bank of India, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at Union Bank Bhawan, 239. Vidhan Bhawan Marg, Nariman Point, Mumbai-400021, Dy. General Manager, Shri A. K. Duggal (duly authorised 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 parties".

WHEREAS:

- 1. 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 Bhawan. Harish Chandra Mathur Lane, Janpath. New Delhi-110001. BSNL is the largest telecom operating company in India having 3.2 lakhs employees across the country.
- 2. To benefit its employees, BSNL desires a Special Loan Package for its entire staff strength on All India basis.
- 3. In pursuance of the above, vide letter no. 1-9/BBF/Staff Loan/2011-12 dated 03.09.2012, BSNL invited Bank's proposal for various loans facilities for its employees on all India basis.
- 4. Vide letter no. RBD:SAN:1010/12-13 dated 03-10-2012. Bank submitted its proposal incorporating the basic terms and conditions governing the loan along with the specimen copies of the agreements/documents required to be signed by BSNL's employee(s) (hereinafter referred to as the "Borrower(s)") at the time of taking the loan.
- 5. Consequently, Bank has, at the request of BSNL, agreed in principle to lend and provide loan facilities to BSNL employees/Borrower(s), on the terms and conditions set out in the letter of offer no. REF NO: CP: 119:1-13 dated 14.10.2013.



6. 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 terms and conditions mentioned below:

NOW THIS DEED WITNESSETH AS FOLLOWS:

- 1. That Bank shall grant the loan to BSNL's employee(s) under the various head as per their requirement and the same are as follows:
 - (a) Housing Loan including Repair/Renovation/Addition/Alteration Loan & Home Improvement Loan.
 - (b) Car Loan
 - (c) Two Wheeler Loan
 - (d) Personal Loan
 - (e) Educational Loan
 - (f) Natural Calamity 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) and Eligibility etc. w.r.t. the loan facilities applicable in respective cases are annexed herewith as Schedule-I.
- 3. That the Financial Quotations i.e. Floating Rate of Interest. Fixed rate of Interest and Average time for Loan Sanction, for the loan facilities applicable in respective cases are annexed herewith as Annexure 1.
- 4. That the loan facilities shall be sanctioned by the appropriate authorities of the Bank with all the agreed concessions and relaxations.
- 5. That the maximum limits for the loan facilities are subject to the income/repaying capacity of Borrowers.
- 6. That the security for the loan facilities shall be as applicable on the respective schemes.
- 7. That salary mandate to be registered by BSNL for recovery of installments from the salaries of Borrowers and remittance to the respective branches.
- 8. That minimum net take home salary of 25% shall be maintained after meeting the loan installments.

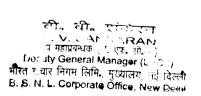


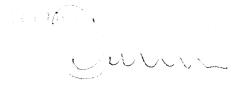
- 9. That the loan shall be sanctioned in such a manner that at no stage the net take home salary after meeting loan installment is less that 25% of the gross salary after meeting all liabilities/deductions viz. GPF.EMI. Income Tax. Insurance etc. In case of reemployed persons/persons employed on compassionate ground, pension of employee shall be included for calculating 25% carry home salary.
- 10. 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.
- 11. That the Bank shall not charge processing charges on the loan.
- 12. That the Bank shall charge the interest on monthly rests on the daily reducing balance basis. DDOs must pay the recovered amount of EMI from the salary of the employee latest by 10th of each month without fail. When the concerned DDO has made payment within due time. Bank shall not pass on interest charges to the borrowers owing to delay on bank's behalf.
- 13. That fixed rate of interest shall remain fixed during the entire tenure of the loan subject to reset clause at an interval of every 3 years.
- 14. That Bank shall not charge penal interest for prepayment/foreclosure of loans in case the employee pays back the loan from his/her own sources. In case loan is taken over by other bank/institutions prepayment penalty $\langle \hat{a} \rangle 2\%$ p.a. for the outstanding loan amount will be levied.
- 15. That repayment shall commence one month after disbursal of the loan.
- 16. That this deed shall be binding upon the parties, their successors and assigns.
- 17. 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, telecopied 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.
- 18. 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.
- 19. That no amendment, notification or release from or waiver of any provision hereof shall be effective unless in writing and signed by the parties.
- 20. 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.





- 21. That this deed and the rights and obligations hereunder shall be construed in accordance with and governed by the substantive laws of the India.
- 22. 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.
- 23. 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.
- 24. That the bank shall nominate at least one branch (in case their more than one branch of the bank) at each Secondary Switching Area (Telecom Revenue District) for sanction, payment of loan and payment of EMI recovered by BSNL. This MOU shall be binding upon both the parties on all India level.
- 25. 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.
- 26. All other terms and conditions as per MOU shall be applicable on both the parties.
- 27. This agreement is valid for a period of twelve months i.e. upto 2nd date of November 2014.





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.

M/S. BHARAT SANCHAR NIGAM LIMITED

UNION BANK OF INDIA

Shri V. V. Sankaran

Dy. General Manager (BFCI) Bharat Sanchar Night Asimited
Corpor General Manager (delhi) भौरत र बार निगम लिमि., मुख्यालय, गई दिल्ली B. S. N. L. Corporate Office, New Delini

Bharat Sanchar Nigam Limited

Corporate Office, New Delhi

Dy. Manager (BAC.(1)

Shri A. K. Duggal

Dv. General Manager Union Bank Of India

Regonal Office (South), Delhi

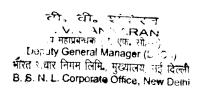
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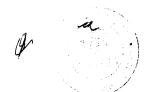
Union Bank Connaught Place, Delhi

ANNEXURE - 1

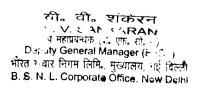
1. <u>UNION HOME</u>

es					
e	• Purchase/ Construction of ho	ouse/Flat			
	• Repairs/ improvement/ exten	sion			
:	• Repayment of Loan availed t	from other agency/Bank/NBFC			
	• For purchase of plot sold	by Govt. recognized agencies,			
	local development authori	ties, housing boards and			
:	construction of house thereon				
	• For purchase/ construction of	of 2 nd house/ flats			
um of Loan	As per Union Home Scheme as	s under:			
	• No ceiling on the ma	ximum quantum of loan for			
	purchase of flats / hous	e			
	• Quantum of Loan to b	e decided based on repayment			
	capacity of borrower/ s	and margin.			
um take home	Take home pay of employees	should not be less than 25% of			
after all	the total emoluments after a	all deductions including GPF,			
tions including	GSLI, Income Tax, EMI etc.				
t EMI					
f Interest	As per Union Home Scheme from time to time, current under:-				
	LOAN AMOUNT	FLOATING RATE			
		;			





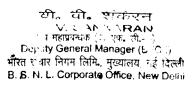
		Up to Rs 75 Lakhs	Base Rate % = 10.25%			
		> Rs 75 Lakhs to Rs 500 Lakhs	(Base Rate + 0.25) % 10.50%			
		Above Rs 500 Lakhs	(Base Rate + 0.50%) 10.75%			
5	Repayment Period	• Maximum 360 months thouse/flats	for construction/ purchase of			
		• Maximum 120 months for	repairs			
6	Margin	As per Union Home Scheme from time to time, currently as under:-				
		• Loan upto Rs 75 Lakhs: 20)%			
		• Loan above Rs 75 Lakhs u	pto Rs 200 Lakh: 25%			
		• Loan above Rs 200 Lakhs:	35%			
7	Processing charges	Waiver				
8	Pre- Payment penalty	No pre-payment penalty for	or self- closure			
			oating rate home loans if loan is bank/ FI or third party sources.			
9	Security	EM or simple mortgage of ho	•			





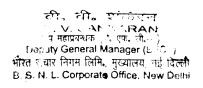
2. UNION EDUCATION:

S.	Features							
No								
1	Rate of Interest	As per Union Educati as under:-	As per Union Education Scheme from t as under:-					
		LOAN AMOUNT	Male		Female			
		Upto Rs 4 Lakhs	12.50%	•	12.00%			
		Above Rs 4 Lakhs to Rs 7.5 Lakhs	12.50%	•	12.00%			
		Above Rs 7.5 Lakhs	12.25%		11.75%			
2	Co- applicant	Either of the paren	ts to be the co-	app	licants			
3	Quantum of Loan	• Rs 10 Lakhs for s	tudies in India	 1				
		• Rs 20 Lakhs for s	tudies abroad	•				
4	Margin							
		QUANTUM OF LO	AN		MARGIN			
		Up to Rs 4 Lakhs			NIL			
		Above	Studies	in	5%			
		Rs 4 Lakhs	India					
			Studies abroad		15%			
5	Assignment of Li	ife Assignment of policy	y equivalent o	f loa	n amount.			





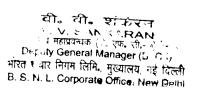
6	Pre- Payment penalty	No prepayment penalty	
7	Repayment period	Quantum of Loan	Maximum
		Upto Rs 7.5 Lakhs	120 months
		Above Rs 7.5 Lakhs	180 months
		Repayment period to start a 6 months after getting emplo	fter Course period + 1 year or oyment whichever is earlier.
8	Security	Loan	Security
		Upto Rs 4 Lakhs	No Security is required
		Rs 4 Lakh to Rs 7.5 Lakhs	Suitable third party Guarantee acceptable to the bank to be taken.
		Above Rs 7.5 Lakhs	Tangible collateral security of minimum value equivalent to the Loan amount and interest accumulation during course and moratorium period, acceptable to the bank. The property offered as security should be in the name of borrower/co-borrower or other immediate family members (mother/brother/sister/spouce).





3. UNION MILES

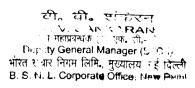
S.	Features		
No			
1	Eligibility & Quantum	Two- Wheeler (new only)	Four - Wheeler
	of Loan	4 times of new annual, maximum Rs 1 Lakh	4 times of net annual, maximum:
			New: Rs 75 Lakhs
	;		Old: Rs 10 Lakhs
2	Margin	10% of ex-showroom price	New: 15% of ex-showroom price
	:		Old: 50%
3	Rate of Interest	For new two – wheeler:-	
		Repayment Tenure	ROI (fixed)
		Up 3 Years	BR + 0.50%= 10.75% At present (Fixed as on date Of Sanction).
		> 3 to 5 Years	BR + 0.75% = 11.00% At present (fixed as on date of sanction).
		For New Four Wheeler:-	<u> </u>
	:	As per Union Miles Scheme f BR + 0.45% i.e 10.70% (fixed	from time to time, currently at as on date of sanction).
		For old Four – wheeler:-	





		Repayment Tenure	ROI (fixed)
		Up 3 Years	BR + 1.00%= 11.25% At present (Fixed as on date Of Sanction).
		>3 to 5 Years	14.00%
4	Minimum take home pay after all deductions including EMI for this Loan	The minimum take home pa of all emoluments inclusive o	y of the applicant shall be 25% fall deductions.
5	Processing charges	Waiver	
6	Pre- Payment penalty		if loan is repaid through ow other banks/FIs, then 2% p
7	Repayment Tenure	Two - wheeler (new only)	Four- wheeler
		60 months	New four wheeler Maximum 84 months Old four wheeler
8	Security	Hypothecation of a vehicle	Maximum 60 months financed by the bank
	٠	• Bank's lien to be noted wit	·



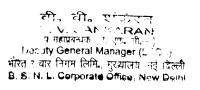


4.UNION PERSONAL

S. No	Features	
1	Eligibility & Quantum of Loan	The maximum quantum of Loan is Rs 10 Lakhs per individual, subject to the repayment capacity.
2	Rate of Interest	BR + 2.75 % = 13.00 % AT PRESENT (Fixed as on date of sanction).
3	Minimum take home pay after all deductions including EMI for this loan.	• • • • • • • • • • • • • • • • • • • •
4	Processing charges	Waiver
5	Repayment Period	Maximum 60 months provided loan tenure ends before the retirement of employee.
6	Pre- Payment penalty	No pre-payment penalty if loan is repaid through own sources. If taken over by other banks/FIs, then 2% prepenalty to be charged.
7	Security	Hypothecation of asset wherever applicable.

5. NATURAL CALAMITY LOANS

S.	Features										
No											
1	Rate of Interest	:	BR +	= 13.25%	at	present	(fixed	as	on	date	of





2	Eligibility & Quantum	5 times of the basic pay subject to a maximum of Rs 50000/-
1	of Loan	to the employees whose family is affected in natural calamity.
3	Margin	Nil
4	Repayment Period	Maximum 30 months
5	Pre- Payment penalty	No pre-payment penalty.
6	Security	Nil

Other terms and condition applicable to all the schemes above:

- (1) Eligible individuals:-
 - (i) Permanent employees of BSNL.
 - (ii) Employees on permanent deputation from department of telecom(DOT) to bsnl
 - (iii) In case of educational loans taken for the ward of the BSNL employees, the employees(parent) will be the co-applicant of the loan.
- (2)The minimum net take home pay shall be maintained at 25% of the gross—salary after meeting all liabilities/ deduction including the EMI of proposed loans.

(this condition is not applicable to Education loan)

- (3)BSNL to obtain mandate from its employees for recovery of loan installment from their salary and remit the same to the bank by single cheque. This clause is not applicable for Union Education Loan.
- (4)BSNL to undertake not to release terminal benefits without obtaining written no dues certificates from the financing branch of the bank in case of retirement/resignation/termination/death of borrower. This clause is not applicable for Union Education Scheme
- (5) The floating rate of interest will be charged on union home, which will vary in accordance to the movement of br. The fixed rate of interest will be charged on union education, union miles and union personal and will not undergo any change once sanctioned.
- (6)All other terms and condition as per the respective schemes
- (7) The validity of the scheme will be one year from the date of MOU.



