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

To

All Head of Circles

Sub: MOU Signed with Canara Bank for extending various Loan Schemes to BSNL Employees.

MOU with Canara Bank for extending various loans to BSNL employees has been signed on 23.03.2016. The general terms and conditions are given in Annexure-III. This agreement is valid from 23.01.2016 to 31.12.2016. It is also intimated that Canara Bank allowed special concession of 0.05% to BSNL’s woman employees under the category of Canara Vehicle - Four Wheelers only.

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

This is issued with the approval of competent authority.

Encl: Copy of agreement

Copy to:

1. All Circles’ IFA

2. The Assistant General Manager, Canara Bank, Retail Assets Hub I, Marketing cell, 6, Bhagwan Das Road, Delhi 110001.
MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made as of this 23rd day of March 2016,

BETWEEN

M/s Bharat Sanchar Nigam Limited (BSNL), a company incorporated under the Companies Act 1956,

For CANARA BANK

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at www.ecertificate.in. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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.
Act, 1956, having its registered office/corporate office at 3rd Floor, Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi-110001, through Sanjay Kapur-DGM (BFCl) (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

Canara Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at: 112, J.C. Road, Bangalore - 560002, through Mr Indralal Jain, Divisional Manager, (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. BSNL invited Bank’s proposal for various loans facilities for its employees on all India basis.

4. Vide letter Ref No DCO/RAH/MKTG/99/2016 DT 14.1.2016 and letter Dt 14.3.2016 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).

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 and Renovation.
   
   (b) Car Loan / Two Wheeler Loan (Canara Mobile Loan)
   
   (c) Personal Loan (Canara Budget Loan)

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

2. That the Purpose of loan, Maximum amount, Margin Money, Multiple of salary and Eligibility etc. w.r.t. the loan facilities applicable in respective cases are annexed herewith as Annexure - I.

3. That the Financial Quotations i.e. Floating Rate of Interest for the loan facilities applicable in respective cases are annexed herewith as Annexure – II.

4. That the general terms and conditions are annexed herewith as Annexure - III.

5. That the loan facilities shall be sanctioned by the appropriate authorities of the Bank with all the agreed concessions and relaxations.

6. That the maximum limits for the loan facilities are subject to the income/repaying capacity of Borrowers.

7. That the security for the loan facilities shall be as applicable on the respective schemes.

8. That salary mandate to be registered by BSNL for recovery of installments from the salaries of Borrowers and remittance to the respective branches.

9. Whenever there is revision in the ROI, the revised EMI shall be communicated to M/s BSNL to effect revision in the salary mandate. The same shall be duly registered and kept with the Loan papers.

10. That minimum net take home salary of 25% shall be maintained after meeting the loan installments.
11. 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.

12. That the Bank shall not charge processing charges on the loan.

13. 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 15th 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.

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 @ 2% p.a. for the outstanding loan amount will be levied.

15. That repayment shall commence one month after disbursement 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. However, if there is any default of EMI on the part of BSNL employee / borrower the legal proceedings can be initiated at the respective place of disbursing branch.

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 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 or 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 there is 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 and interest 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 effective from 23.01.2016 and valid up to 31.12.2016.

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

FOR M/S BHARAT SANCHAR NIGAM LIMITED

DGM (BFC)
BHARAT SANCHAR NIGAM LIMITED
CORPORATE OFFICE, NEW DELHI

WITNESS

BHARAT SANCHAR NIGAM LIMITED
CORPORATE OFFICE, NEW DELHI

FOR CANARA BANK

DIVISIONAL MANAGER
CANARA BANK
CIRCLE OFFICE, NEW DELHI

WITNESS

BHARAT SANCHAR NIGAM LIMITED
CORPORATE OFFICE, NEW DELHI

NISHANT GUPTA
MANAGER
CANARA BANK
RETAIL ASSETS HUB, DELHI
# ANNEXURE I

**RELAXATIONS/ CONCESSIONS FOR THE BSNL EMPLOYEES UNDER VARIOUS RETAIL LENDING SCHEMES.**

<table>
<thead>
<tr>
<th>SCHEME</th>
<th>PURPOSE</th>
<th>QUANTUM</th>
<th>TO WHOM</th>
<th>MARGIN</th>
<th>REPAYMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Loan</td>
<td>Purchase of plot and construction of house thereon. Purchase of ready built house. Purchase of flat from Housing board /development agency / private builders. Takeover of HL Liability with other recognized Housing Finance Companies, Commercial Banks etc as per norms. For repairs and renovation maximum of Rs.15.00 lacs</td>
<td>60 months gross salary subject to required minimum NTH of 25%. In respect of HL under Yuwa Awas Rin, higher quantum of loan upto 72 months For repairs and renovation maximum of Rs 15.00 Lacs</td>
<td>Confirmed employees with 3 years of regular service. For availsment of Housing Loan under Premium HL scheme, the applicant should comply the eligibility criteria specially the income criteria as per scheme norms</td>
<td>Uniform margin of 20% irrespective of new/old house/flat for loan amount upto Rs 75 Lacs. However for loans above Rs 75 Lacs required margin is 25%</td>
<td>Maximum of 360 months (including repayment holiday if any) or the borrower attaining the age of 70 years whichever is earlier.</td>
</tr>
<tr>
<td>CANARA BUDGET</td>
<td>To meet genuine personal financial requirement</td>
<td>20 months gross salary with a ceiling of 10.00 whichever is less</td>
<td>Confirmed employees</td>
<td>NA</td>
<td>60 Months or date of retirement whichever is earlier.</td>
</tr>
<tr>
<td>CANARA VEHICLE</td>
<td>Purchase of new/used car</td>
<td>Maximum 90% of on road price for new vehicle and 75% for old vehicle. For old vehicle loan maximum loan can be granted upto Rs 15 Lacs only.</td>
<td>3 years of regular service with minimum basic pay of Rs 9000/- pm.</td>
<td>10% on road price for new vehicles and 25% for old vehicles</td>
<td>84 months for new vehicle and 60 months for old vehicle. For old vehicle the repayment will not be more than the remaining life of the vehicle.</td>
</tr>
<tr>
<td>Two wheeler</td>
<td>Purchase of new Motorcycle/scooter/moped</td>
<td>80% of the total value inclusive of invoice value, life tax, registration charges, insurance premium and other accessories.</td>
<td>3 years of regular service with minimum basic pay of Rs 9000/- Pm</td>
<td>20% on invoice value</td>
<td>60 months</td>
</tr>
</tbody>
</table>

\[Signature\]

For CANARA BANK

(For the use of)

Divisional Manager:

Ansal Tower, New Delhi-110 019
ANNEXURE II

CONCESSIONAL RATE OF INTEREST IN RESPECT OF VARIOUS RETAIL LENDING LOANS TO THE EMPLOYEES OF BSNL ON ALL INDIA BASIS.

<table>
<thead>
<tr>
<th>Nature of Loan</th>
<th>Amount</th>
<th>Rate of Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Loan</td>
<td>Upto 1 Crore</td>
<td>Base Rate + 9.65%</td>
</tr>
<tr>
<td></td>
<td>Above 1 Crore – For HNI</td>
<td>BR + 0.10% i.e 9.75%</td>
</tr>
<tr>
<td></td>
<td><strong>A) Two Wheelers</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>80% of the total value inclusive of invoice value, life, tax, registration premium and other accessories</td>
<td>BR + 1.50% i.e 11.15% pa floating</td>
</tr>
<tr>
<td></td>
<td><strong>B) Four Wheelers</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>90% of an road price new and 75% for old vehicles repayable in 7 years</td>
<td>BR + 0.30 i.e presently 9.95% pa floating (as per the prevailing card rate)</td>
</tr>
<tr>
<td></td>
<td><strong>Four wheelers (Ladies)</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>90% of an road price new and 75% for old vehicles repayable in 7 years</td>
<td>BR + 0.25 i.e presently 9.90% pa floating</td>
</tr>
<tr>
<td>Canara Vehicle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Canara Budget Loans</td>
<td>20 months gross salary with a ceiling of 10.00 lacs whichever is less</td>
<td>Base Rate +2.00% i.e 11.65% pa floating</td>
</tr>
</tbody>
</table>

Processing charges in respect of loans sanctioned as per the package is waived.

**Housing Loans:**

The rate of interest in respect Housing Loans under all the 3 variants ie General Housing Loan, Housing Loan under Premium Housing Loan Scheme and YUVA AWAS RIN are as per the prevailing card rates.

In respect of Housing Loan for 3rd and subsequent units ie HL-CRE 1% additional interest over the prevailing card rate is to be applied as per the extant guidelines.
ANNEXURE III

GENERAL TERMS AND CONDITIONS OF CANARA BANK FOR BSNL EMPLOYEES LOAN ON ALL INDIA BASIS.

1. Salary mandate as per annexure IV is to be obtained and duly registered with the salary disbursing authority.
2. Whenever there is revision in Base Rate/ROI the proposed revision in EMI to be communicated to salary disbursing authority (under copy to the borrowers) to effect revision in the salary mandate. Revised mandate to be get registered and kept with the loan papers.
3. The maximum limits for the above loans quoted are subject to the income/repaying capacity of the employees.
4. Except Housing Loan, repayment to commence immediately after one month after availing the loan.
5. In respect of Housing Loan commencement of repayment shall be as per Housing Loan scheme.
6. One month repayment holiday may be permitted for loans repayable by EMIs as per HO Cir 61/2015.
7. In respect of housing loans, maximum dwelling unit per borrower shall not be more than 2 units to be covered under the package.
8. Minimum NTH salary of 25% to be maintained after meeting the proposed loan installment.
9. The loan will be sanctioned in such a manner that at no stage the net take home salary after meeting proposed loan installment is less than 25% of the gross salary.
10. Explore the possibility of covering the proposal under Rin Suraksha Group Secure Policy of Canara HSBC & OBC for personal loans as optional.
11. No processing charges will be charged on the loans.
12. Interest will be charged on monthly rests on the daily reducing balance basis. The rates are linked to Base Rate and are Floating.
13. All the concessions are applicable for fresh loans only.
14. No rollover is permitted.
Annexure IV
IRREVOCABLE MANDATE FOR DEDUCTION FROM SALARY OF M/S BSNL EMPLOYEES
(TO BE OBTAINED IN TRIPlicate, RETAIN ONE COPY AT BRANCH LEVEL)

FROM
NAME
STAFF NO/TICKET NO:
DESIGNATION
DEPARTMENT OF
THE EMPLOYEE:

TO
SR.ACCOUNT OFFICER (CASH)
BHARAT SANCHAR NIGAM LTD

Dear Sir,
Sub: My loan Account No........... with Canara Bank
Branch ------ for Rs......... (Rupees......................)
I have been sanctioned a loan of Rs........... (Rupees......................) By Canara
Bank --------- Branch --------- for the purpose of Housing loan/Car
loan/Personal Loan.

As per terms and conditions of sanction, the loan is to be repaid along with interest
in.........Equated Monthly installments to be deducted from my salary and
emoluments payable to me by the company/Department from time to time.

I here by authorize you and execute this irrevocable mandate to deduct a sum of
Rs........... (Rupees......................) only From my
salary every month commencing from the month of ............and remit the amount
so Dducted to Canara Bank --------- Branch to the credit of my subject
loan account.

I also further authorize you to deduct and remit any other charges/out of pocket
expenses differential interest etc. intimated by the Bank to you directly in this regard.
I further undertake and ensure that I shall maintain my net take home salary payable
to me after allowing all statutory and other deduction at an adequate level to enable
you to deduct the subject loan installment and other dues Payable by me to the Bank
under this mandate.

At my request Canara Bank .......... branch has sanctioned me a credit facility.
For enabling them to Recover monthly repayment of installment, I here by request
and authorize you to credit the monthly salary and Emoluments payable to my SB
Account no........ maintained at Canara bank .......... Branch commencing
from the month of.............2016

[Signature]

Retail Assets Division
Retail Assets Wing
No.86, Spencer's Towers
MG Road, Bangalore 560 001

Telephone: 080-25581554 FAX: 080-25589483 E-mail : horbd@canarabank.com
This authorization letter shall be irrevocable without the express consent of the said branch of Canara Bank.

PLACE:  
DATE:  

Yours faithfully,

SIGNATURE OF THE EMPLOYEE

CONFIRMATION OF THE EMPLOYER

a) We confirm that Sri/Smt. ......................... ................whose PHOTOGRAPH Photograph/signature is affixed on the side along with and Attested by us is our regular employee.

b) We confirm that no disciplinary action is pending against the employee.

c) As per the nomination registered in our records the PF nominee is ---

d) We confirm having noted the mandate as above.

SIGNATURE OF THE AUTHORIZED OFFICIALS WITH NAME DESIGNATION, M/S BSNL DEPARTMENT SEAL

DATE:

[Signatures and seals]