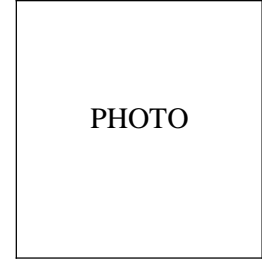


**ANNEXURE - I**

**APPLICATION**

**To,  
The Regional Manager  
Regional Office**



**APPLICATION FOR EMPANELMENT AS HOME LOAN COUNSELOR WITH SYNDICATE BANK**

I am submitting herewith application for the empanelment as Home Loan Counselor (HLC) for Syndicate Bank at .....Centre. I have read the terms and conditions relating to the service and undertake that they are acceptable to me.

<b>Sl. No.</b>	<b>Particulars</b>	<b>To be filled by Applicant</b>			
1	Name of the applicant				
2	Fathers /Spouse Name				
3	Constitution	Individual	Proprietorship	Partnership	Company
4	Date of Birth/incorporation (DD/MM/YYYY)				
5	Age		Yrs.		Months
6	Present Address (Residential)				
7	Permanent Address				
8	Office Address				
9	Mobile No.				
10	Telephone No. Residence				
11	Email ID				
12	PAN No.				
13	Aadhaar No.				
14	Driving license No.				
15	Category (Gen /OBC/ SC/ST)				
16	Gender (Male/Female/ Other)				
17	Present occupation				
18	Present annual Income ₹				

19	Experience in the line of activity				
20	Whether on the panel of Banks/FIs, if so names				
21	Eduational Qualification				
22	Whether Retired Bank employee, if yes, Name of the bank	Yes/No			
23	Presently banking with	Name of the Bank :			
		Name of the Branch :			
		Account Number :			
		IFSC Code :			
24	Reference if any	Name :			
		Contact No :			
25	*Details of Assets ₹in lakh				
26	*Detail of liabilities ₹in lakh				
27	Language Known	Read	Write	Speak	Understand
	i)				
	ii)				
	iii)				
	iv)				

\* Separate annexure giving full details of assets and liabilities to be submitted.

**Declaration:**

I hereby declare that

- i) No case of CBI or any other Law Enforcement Agency is pending against me, and I /we am are physically fit and lawfully entitled to carry out duties of the Home Loan Counselors.
- ii) I / We have not been depanelled / delisted / black listed from any other Bank / financial institutions / insurance companies or any other professional body / company/ firm for any misconduct on my/our part.
- iii) I shall abide by the Model Code of Conduct and guidelines on empanelment of Home Loan Counselors.
- iv) All my liabilities are regular and I am not a defaulter of any loan with Banks/ Financial Institutions.

I /We further declare that all statements made in this application are true, complete and correct to the best of my knowledge and belief. I /We understand that in the event of any information being found untrue or incorrect at any stage or of my/our not satisfying any of the eligibility criteria prescribed by Syndicate Bank from time to time, my/our candidature is liable to be cancelled at any time without any notice.

Place :

Signature of the applicant

Date :

**DOCUMENTS TO BE SUBMITTED ALONG WITH APPLICATION**

I / We submit self attested copies of following documents :

**LIST OF DOCUMENTS TO BE SUBMITTED :** (please ✓ wherever submitted)

- a) Application form in the prescribed format.
- b) Resume containing bio-data of the applicant.
- c) Copy of PAN card and Aadhaar card.
- d) Copy of address proof
- e) Copy of educational qualification
- f) Copy of partnership deed/MOA/AOA, list of Directors/Partners with their bio-data, details of authorized signatories in respect of entities other than individuals.
- g) Copy 3 years audited financial statements, IT returns.
- h) Copy of empanelment letter from other Banks/Fis.
- i) Copy of experience certificate, if any.
- j) Reference letter from reputed persons.
- k) Statement of Bank account for the last 6 months.
- l) Statement of Assets & liabilities of proprietor/partners/directors.
- m) Loan regularity certificate in respect of applicant existing loans.

**Signature of the applicant**

----- Office use only -----

**Branch: Observations / Remarks / Recommendations:**

--

**Regional Office: Observations / Remarks / Recommendations:**

--

Recommended to FGMO for empanelment of Home Loan Counselor with our bank

--

**Chief Manager**

**Asst Gen Manager**

**Dy. General Manager**

Place:

Date :

## **TERMS & CONDITIONS :**

- a) Empanelment is valid initially for 2 years to be renewed thereafter on satisfactory performance.
- b) Empanelment of the Home Loan Counselor is on commission for the business canvassed and is not be construed as providing employment on a regular basis by the Bank.
- c) HLC shall not appoint any Subagent or delegate his powers to any other person/ entity.
- d) Commission is based on the leads provided by the HLC which is converted to real business. Commission shall be paid only after release of 25% of loan amount sanctioned.
- e) The Commission includes the travelling and other incidental expenses connected with the loan proposal and no other charge is payable by the Bank.
- f) Commission is inclusive of all taxes (both present and future) except Service Tax.
- g) Applicable Service tax shall be borne by the Bank on the commission.
- h) Commission payable is subject to compliance of Income Tax guidelines for TDS.
- i) Housing loan proposals of existing customers of the Bank and staff members of the Bank are not covered under the scheme, hence, no commission is applicable.
- j) HLCs to apprise the HL applicants details of the Housing loan scheme guidelines, charges/expenses (like advocates fees, valuers fee, customer verification charges, processing/documentation charges, mortgage charges, inspection charges, insurance charges etc) as per norms payable to the Bank.
- k) HLCs not to levy any fees for providing services to the loan applicant, any violation is liable for termination.
- l) HLCs will be held responsible for and shall indemnify the Bank for any loss caused due to:
  - i) Mis-representation of facts in respect of loan product, proposals and any other thing which is connected to or incidental to the loan proposal.
  - ii) Loan proposals declared as “fraud” on account of impersonation, fake title deeds, property documents, non-existent / dubious property, fake financial statements / IT Returns/statement of accounts, KYC documents of the loan applicants or any such instance which has resulted in fraud. The instances mentioned above are only illustrative but not conclusive.
  - iii) HLCs will indemnify the bank for any loss caused to the Bank directly or indirectly due to violation of any of the terms and conditions mentioned in this agreement as well as guidelines of the Bank by HLC.
  - iv) The Bank further reserves the right to initiate criminal proceedings against the HLC for the above lapses.
- m) HLCs shall act in the best interest of the Bank and always protect the interest of the Bank while dealing with their clients, while representing the Bank.
- n) HLCs shall abide by the code of conduct while dealing with the clients on behalf of the Bank.
- o) HLCs shall not use the Bank’s name /logo in any manner while doing business without express permission from the Bank.
- p) HLCs shall not do anything that brings dis-repute to the Bank’s name/image while doing business with the clients.
- q) Bank reserves the right to terminate services of HLCs at any time, without assigning any reasons and notice whatsoever.
- r) I have read and understood the model code of conduct. I shall abide by the same while dealing with the customers.

**Signature of HLC**

## ANNEXURE - II

### AGREEMENT OF HOME LOAN COUNSELORS FOR SYNDICATE BANK (to be executed on a stamp paper of adequate value)

This AGREEMENT made at ..... on this ..... day of ...20...  
by Shri / Smt..... aged ..... years S/W/D of  
Sh./Smt..... residing ..... at

OR M/s ..... carrying on  
business as Sole proprietor / in partnership / company having their office/ registered at  
..... and represented by its proprietor Mr./Mrs.  
...../ Partners/Directors  
i.....ii.....  
iii.....  
(hereinafter referred to as the Home Loan Counselor/HLC)

and

Syndicate Bank , a body corporate constituted under Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 having its Head Office at Manipal in Udupi District of Karnataka & its branch office inter alia at ..... (hereinafter referred to as the “Bank” which expression shall include its successors and assigns).

The expression “Home Loan Counselor (HLC)” shall be:

- a. An individual, who shall include his or her, heirs, executors, administrators and permitted assigns and in event Borrower is more than an individual it shall include their respective heirs, executors, administrators and permitted assigns.
- b. A firm, which shall include the partners for the time being of the firm and their respective heirs, executors, successors and permitted assigns.
- c. A company which shall include its successors and permitted assigns
- d. An Association corporate or incorporate which shall include its successors and assigns and all members and their respective heirs, executors, administrators and permitted assigns
- e. A proprietorship concern which shall include its proprietor, his/its heirs administrators, executors, successors and permitted assigns.

The term “Home Loan Counselor (HLC)” wherever the context so requires (in the event there are more than one individual engaged in the activity) shall mean and be construed as “Home Loan Counselors” wherever the context so requires shall mean and be construed as masculine/feminine/other gender.

#### WHEREAS

The Home Loan Counselor has / have applied to the Bank for empanelment as Home Loan Counselor (HLC) for the purpose of engaging as a service provider for sourcing of leads for Home Loans.

Based on the strength and faith of the assurance and representations made by the Home Loan Counselor, the Bank has empanelled / agreed to empanel the Home Loan Counselor for the terms and conditions contained herein:

**NOW THIS AGREEMENT WITNESSETH AS UNDER:****I. The Home Loan Counselor declares that**

- a. He/she is a citizen of India
- b. Proprietary / Partnership firm /Company registered in India.
- c. He /she / the Principal person.
- d. He / she / it is a resident/ is having an office of the area where the Zone/RO/Branch of the Bank situates;
- e. Is having mobile phone number in his/its own name;
- f. Shall operate from his/its own place/house/office located at ..... and knowing that the Bank will not provide any space/infrastructure for the purpose.
- g. He/she/it will not canvas or do any service under this agreement with any customer in the premises of the Bank without the written consent of the Bank.

**II. Job Profile of the Home Loan Counselor is as under:**

- a. Generation of leads for Home Loan.
- b. Ensure completion of applications in all respects.
- c. Collection of all income and KYC documents of the proponent. (However, the verification of KYC shall be done by the Bank's branch)
- d. Deliver the application along with all the requisite documents to the identified CPC / RLC and follow up the application till sanction.

It is clarified that the sanction of the loan is at the sole discretion of the Bank and on such terms and conditions that the Bank may stipulate. The Home Loan Counselor shall deliver all the papers and documents collected from the applicants / customers either by him / her / it or through any other person Authorized by Home Loan Counselor on their / its behalf. The HLC agrees that merely delivering the papers and documents as mentioned above will not confer upon the HLC any right to get the loan sanctioned. Further HLC agrees to indemnify and keep the Bank indemnified against any loss or damage to be sustained by Bank in this regard.

**III. Period of empanelment**

- a. The period of empanelment will be initially for a period of two years from the date of this agreement, subject to annual review and is only as per the terms and conditions mentioned herein without creating any additional right or privileges for the HLC.
- b. The Home Loan Counselor acknowledges that the extension of engagement /empanelment if any with the Bank may depend on the performance of the Home Loan Counselor / service allotted and at the sole discretion of the bank regarding the requirement of services to the Bank. In this regard the decision of the Bank shall be final and the Home Loan Counselor shall not have any objection whatsoever, in this regard.

**IV. Nature of Empanelment**

- i) The Home Loan Counselor acknowledges that the empanelment of Home Loan Counselor is not an offer of permanent employment in Syndicate Bank and the Home Loan Counselor shall not have any other right apart from what is mentioned in this agreement. Notwithstanding anything contained contrary to this agreement it is further clarified that the empanelment of Home Loan Counselor is purely on contract basis/commission basis and the Bank may at any time terminate the service of the Home Loan Counselor without giving notice to the Home Loan Counselor at its own discretion without assigning any reason for such termination.

The empanelment of Home Loan counselor with the Bank is as a service provider only and it does not create any employer-employee relationship and the successors or assigns of the Home Loan Counselor will not have any right to claim employment or any other benefits related to employment or otherwise whatsoever from the Bank other than what is stated in this agreement.

- ii) The Home Loan Counselor shall not represent himself / herself / themselves as official (s) of the Bank and shall not give any commitment on behalf of the Bank. Further the bank will not be liable for any of the acts done by the HLC in this respect.

#### V. Commission Payable to Home Loan Counselor:

Category	Proposed Commission
Housing loan above ₹30.00 lakhs	0.25% of the loan amount subject to Max of ₹0.50 lakhs
<ul style="list-style-type: none"> <li>• Commission is payable only in respect of proposals received approved builders.</li> <li>• Commission is payable for proposals for construction of residential houses / purchase of ready built house.</li> <li>• Commission shall be paid only after release of 25% of loan amount sanctioned.</li> <li>• Wherever the lead had been generated by HLCs, builders' incentive / Builders executive incentive is not applicable.</li> <li>• Housing loan proposals of existing customers of the Bank and staff members of the Bank are not covered under the scheme, hence, no commission is payable.</li> </ul>	

- i) The Commission included all applicable taxes such as Income tax and others if any as per local laws and the amount payable shall be net of the same.
- ii) Service tax, if any will be over and above the commission to be borne by the Bank.
- iii) The Commission will be payable after deducting TDS.
- iv) The Commission will be payable after the regular disbursement of loan with a minimum of 25% of the sanctioned amount. Applicable income Tax / other taxes on the Commission paid shall be deducted at source as per provisions.
- v) The Bank will have the right to recover at its discretion, any money or loss due to the Bank from the amounts due and payable by the Bank to the Home Loan Counselors without giving any notice and without prejudice to any other remedies the Bank may adopt for recovering the same. The HLC does not have any objection regarding the same.
- vi) The Bank will have the right to recover at its discretion, any money or loss due to the Bank from the amounts due and payable by the Bank to the Home Loan Counselor without prejudice to any other remedies available to the Bank for recovering the same.
- vii) It is further clarified that the Home Loan Counselor shall not be entitled to get any Commission, fees, charges etc whatsoever in cases where Bank is obliged to pay remuneration to other persons/parties under any other arrangement, for the same loan.
- viii) All payments will be made to the Home Loan Counselor by way of online transfer/NEFT/RTGS only.

#### VI. Indemnity

- i) The Home Loan Counselor will indemnify and keep indemnified the Bank against any claim or claims, loss or damages, actions, costs including legal charges if any, charges and expenses whatsoever which may be brought or made against or sustained or incurred by the Bank (and whether paid by the Bank or not) or which the Bank become liable under or in respect of or incidental to or relating to empanelling the Home Loan Counselor under this agreement.

- ii) HLCs will be held responsible for and shall indemnify the Bank for any loss caused due to:
  - a) Mis-representation of facts in respect of loan product, proposals and any other thing which is connected to or incidental to the loan proposal.
  - b) Loan proposals declared as “fraud” on account of impersonation, fake title deeds, property documents, non-existent/dubious property, fake financial statements/ IT Returns/statement of accounts, KYC documents of the loan applicants or any such instance which has resulted in fraud. The instances mentioned above are only illustrative but not conclusive.
  - c) HLCs will indemnify the bank for any loss caused to the Bank directly or indirectly due to violation of any of the terms and conditions mentioned in this agreement as well as guidelines of the Bank by HLC.
  - d) The Bank further reserves the right to initiate criminal proceedings against the HLC for the above lapses.

## **VII. Confidentiality**

- i) By virtue of this Contract / Agreement, the Home Loan Counselor or Home Loan Counselor’s team may have access to personal and business information of the Bank and / or Bank’s customer. Bank has the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the customer that may be in the possession of the Home Loan Counselor or Home Loan Counselor’s team in the course of performing the Service(s) under the Contract / Agreement.
- ii) The Home loan Counselor shall not use any such data for their personal purpose and shall not otherwise deal with or handover /share the data to another party. Any such action will be considered as a breach of the terms and conditions of this agreement and the HLC will be liable for any loss caused to the Bank on this behalf. Further they will be liable for criminal action under criminal breach of trust for any such divulgence.
- iii) The Home Loan Counselor hereby represents and warrants that it shall ensure the preservation and protection of the security and confidentiality of the customer information or data which are in its custody or possession. The confidentiality shall survive the termination of this agreement.

## **VIII. Bank’s / Reserve Bank of India’s Right of Inspection and Periodic Audit**

- i) The Bank/Reserve Bank of India reserves the right to inspect and monitor/assess the progress of the services at any time during the course of the Contract / Agreement. The Bank may demand and upon such demand being made, Bank shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the services.
- ii) The Home Loan Counselor shall allow the Bank/Reserve Bank of India or persons authorized by them to access the Bank / Home Loan Counselor’s documents, records & transactions and other necessary information given to or stored or processed by the Home Loan counselors within a reasonable time. In the event these are not made accessible to Bank/ Reserve Bank of India within a reasonable time, the HLC will reimburse the Bank any such supervisory fees which they may be liable to pay to Reserve Bank of India.
- iii) The Home Loan Counselor is required to extend all necessary Co-operation to facilitate audit process of the Bank / statutory agencies /authorities.
- iv) The Bank shall utilize the services of internal or external auditors for ensuring proper operations by the Home Loan Counselors.



- v) The Bank / Reserve Bank of India reserve its right to inspect and monitor/access the progress/activities of the services and related documents at any time during the course of the contract / agreement. Bank / Reserve Bank of India may demand and upon such demand being made, Bank/ Reserve Bank of India shall be provided with any document, data, and material.

#### **IX. Termination**

- i) The Bank reserves the right to terminate this agreement with the HLC without assigning any reasons whatsoever and without any notice. The decision of the bank in this regard is final and the HLC does not have any right or authority to question the said action of the bank.
- ii) In the event of pre-mature termination / expiry of empanelment, HLC undertakes to immediately surrender the identity card issued by the Bank, all documents related to the customer /bank to the branch concerned of the Bank immediately.
- iii) This agreement shall automatically be terminated unless renewed by a fresh contract by the Bank immediately after the expiry of the period of empanelment as stated in Para supra III.
- iv) If the HLC wants to terminate this agreement, he may terminate the same by giving one month notice to the Bank.

#### **X. Complaint Handling and Resolution**

- i) It is further agreed by and between the parties that, Home Loan Counselor shall have effective policy on complaint redressal procedure / mechanism for dealing with the complaints received either by the Bank and forwarded to the Home Loan Counselor or directly by the Home Loan Counselor, in relation to the services provided by the Home Loan Counselor as per the agreement or otherwise. The policy on complaint redressal procedure / mechanism policy shall provide among other procedures; acknowledgment of each complaint, time within which complaint will be redressed, officials who will redress the complaints, compensation payable for various acts and omissions, procedure for escalation in case complaint is not dealt with, address, telephone number of the officials dealing with the complaints, maintenance of register of complaints, their status and manner in which complaints are resolved.
- ii) The Home Loan Counselor shall ensure that complaints are redressed within 4 days from the receipt of complaint received either from the Bank and forwarded to the Home Loan Counselor or directly by the customer.
- iii) In case if such policy on complaint redressal mechanism/procedure is not formed/established by the Home Loan Counselor or complaint is not redressed, it is agreed that Bank's compensation policy as amended from time to time shall mutatis mutandis be applicable to Home Loan Counselor also and Home Loan Counselor shall keep indemnify / compensate any amount paid to customer as per the compensation policy of the Bank as amended from time without limitation.

#### **XI. Dispute Resolution**

- i) Regional Head at the Regional office of the Bank having control over the branch to which the HLC is empanelled shall be the final authority for resolution of any disputes/clarifications regarding payment of commission, terms of empanelment and the decision taken by him shall be final and binding on the Home Loan Counselor.

**XII. Other terms and conditions:**

- i. Bank has designed a code of conduct based on the Model Code of Conduct for Home Loan Counselors devised by IBA and annexed with this agreement. The said code of conduct shall be construed as part of these presents and violation / non observation of any conditions/obligation shall be deemed as violation/breach of this agreement and Bank may take appropriate decision at its discretion including but not limited to black listing the Home Loan Counselor, termination of this agreement etc.
- ii. In case of unsatisfactory performance or misconduct of Home Loan Counselor, the Bank shall have the right to terminate with immediate effect without any recourse.
- iii. The Home Loan Counselor hereby acknowledges that he/she/it has read the said Model Code of Conduct and has fully understood all the terms and conditions mentioned therein and declare that the Home Loan Counselor shall agree to abide by the said code of conduct in letter and spirit.
- iv. The Home Loan Counselor shall not collect any amount in cash or in any other form or in kind or any other fees from the customer for providing services to the Bank. Any such receipt shall be construed as violation of the terms of this agreement and the HLC shall be liable for termination as per the agreement.

**Roles & Responsibilities of HLCS**

- a) Maintain close liaison with builders/architects/City Improvement or Development authorities for sourcing Housing loan proposals.
- b) Source housing loan proposals from various sources like personal contacts, respondents to the websites of builders/authorities who launch housing projects.
- c) Source housing loan proposals from print/social media applications from intending residential property buyers.
- d) Meet intending Home Loan borrowers at a place and time convenient to the intending applicants and explain unique features of Home Loan product of the bank as per the prevailing scheme of the Bank.
- e) To render necessary service to the applicants to comply with the various requirements including legal clearance, valuation etc.
- f) To carry out the preliminary scrutiny of loan applications, KYC Documents and supporting documents / papers, to ensure that the application is properly filled in and is supported by documents/papers and deliver them to the respective branch/ CPC /RLC for further processing.
- g) Role of Home loan Counselor will be limited to the sourcing of proposal only and assisting KYC verification and due diligence.
- h) KYC verification, Pre – sanction inspection, appraisal, documentation, disbursement and Post – sanction inspection etc in respect of Home loans is to be done by CPC /RLC /Branch.
- i) Assist Bank officials/advocate/valuer for proper identification of the property during site inspection/follow up visit of the property.
- j) Help the customers in completing the formalities and speedy disposal of the loan proposal.
- k) Closely follow up with the applicant, branch/retail loan center for speedy disposal of the proposal.
- l) Maintain confidentiality of information of the applicant/Bank as required under law as well as guidelines of the Bank.
- m) Assist the Bank for recovery of dues, in case of need.

All newly recruited Home Loan Counselors shall acquaint themselves with our Home loan product like calculation of eligibility through Eligibility calculator, margin norms, income and cutback criteria, insurance coverage of life of the borrower and also property insurance, through our Marketing officers/Officers/Executives of Regional offices. The HLC will be held responsible for any loss caused or may be caused to the bank directly or indirectly due to wrong information provided by the HLC to the customers.

**Terms & Conditions:**

1. HLC shall not appoint any Subagent or delegate his powers to any other person/ entity.
2. Commission is based on the leads provided by the HLC which is converted to real business as mentioned in clause no V supra of this agreement. The commission includes the travelling and other incidental expenses connected with the loan proposal and no other charge is payable by the Bank.
3. HLCs to apprise the HL applicants details of the Housing loan scheme guidelines, charges/expenses (like advocates fees, valuers fee, customer verification charges, processing/documentation charges, mortgage charges, inspection charges, insurance charges etc) as per norms of the Bank.
4. HLCs shall act in the best interest of the Bank and always protect the interest of the Bank while dealing with their clients as per this agreement.
5. HLCs shall abide by the code of conduct as mentioned in this agreement while dealing with the clients on behalf of the Bank.
6. HLCs shall not use the Bank's name/logo in any manner while doing business without obtaining prior permission in writing from the Bank.
7. HLCs shall not do anything that bring dis-repute to the Bank's name/image /goodwill while doing business with the clients.

Executed by the parties herein at the place and on date above written.

**Signature HLC/ Authorized Signatory**

**Authorized Signatory of Bank  
(Name, Designation and Signature)**



