Приложение № 5  
Акт приема-передачи закладных

к Правилам купли-продажи

закладных ОАО «АИЖК»

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | |  | | **АКТ**  приема-передачи Закладных | | | | | | | | | | | | | | | | | | | | |  | | к Договору купли-продажи Закладных (с отсрочкой поставки) от \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_. № \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  по продукту «Военная ипотека» | | | | | | | | | | | | | | | | | | | | |  |  | |  | | | |  | |  | |  | |  | | |  | | |  | |  | | г. Москва | | |  | | | |  | |  | |  | |  | | |  | | | \_\_\_ \_\_\_\_\_\_ 20\_\_ г. | | | | | |  | | *(Полное наименование юридического лица)* (далее – **Поставщик**) в лице *(наименование должности, Ф.И.О.)***,** действующего на основании \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, с одной стороны, и **Открытое акционерное общество «Агентство по ипотечному жилищному кредитованию»** (далее – **Агентство**) в лице *(наименование должности, Ф.И.О.)*, действующего на основании \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, с другой стороны, далее совместно именуемые **Стороны**, составили настоящий Акт к Договору купли-продажи Закладных (с отсрочкой поставки) от \_\_\_ \_\_\_\_\_\_ 20\_\_г. № \_\_\_\_\_\_ (далее – Договор поставки) о том, что: | | | | | | | | | | | | | | | | | | | | | | |  | | Поставщик произвел на каждой Закладной отметки о новом владельце – Агентстве – и передал каждую Закладную Агентству, а Агентство приняло каждую Закладную в соответствии со следующим перечнем: | | | | | | | | | | | | | | | | | | | | | | | № п/п | Ф.И.О. Должника | | | Номер государственной регистрации ипотеки | | | | Дата государственной регистрации ипотеки | | Цена Закладной (ст.8+ст.9+ ст. 10),  руб. | | Остаток основного долга, руб. | | | Накопленные проценты, руб. | | Номинальная стоимость Закладной  (ст.6 + ст.7), руб. | Единовременная авансовая выплата поставщикам части кредитной маржи в соответствии с уровнем риска дефолта закладной, руб. | | Учетные проценты, руб. | | | Документы, передаваемые вместе с Закладной | | *1* | *2* | | | *3* | | | | *4* | | *5* | | *6* | | | *7* | | *8* | *9* | | *10* | | | *11* | | 1 |  | | |  | | | |  | | 0,00 | |  | | |  | |  |  | |  | | |  | | 2 |  | | |  | | | |  | | 0,00 | |  | | |  | |  |  | |  | | |  | | 3 |  | | |  | | | |  | | 0,00 | |  | | |  | |  |  | |  | | |  | | 4 |  | | |  | | | |  | | 0,00 | |  | | |  | |  |  | |  | | |  | | 5 |  | | |  | | | |  | | 0,00 | |  | | |  | |  |  | |  | | |  | | 6 |  | | |  | | | |  | | 0,00 | |  | | |  | |  |  | |  | | |  | | **Итого:** | | | | | | | | | | **0,00** | | **0,00** | | | **0,00** | | **0,00** |  | | **0,00** | | |  | |  |  | | | |  |  | | | |  | |  | | |  | | |  | |  |  | | |  | | 1. Передача на хранение Закладных и документов, указанных в приложении к настоящему Акту, осуществлена **Поставщиком** в депозитарий \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, расположенный по адресу: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. | | | | | | | | | | | | | | | | | | | | | |  | | 1. Обязательства **Поставщика** по поставке Закладных и передаче их в собственность **Агентства** на сумму Цен каждой Закладной, указанных в п. 1 настоящего Акта, выполнены полностью. | | | | | | | | | | | | | | | | | | | | | |  | | 1. За принятые согласно настоящему Акту Закладные **Агентству** надлежит уплатить **Поставщику** сумму в размере \_\_\_\_\_\_ (\_\_\_\_\_) рублей \_\_\_\_ копеек. | | | | | | | | | | | | | | | | | | | | | |  | | 1. В соответствии с условиями Правил и Текущим графиком сделок на <месяц> 20 \_\_\_ г., денежные средства в размере \_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_) рублей \_\_\_ копеек зачислены на расчетный счет **Поставщика** \_\_\_\_ \_\_\_\_\_\_\_\_\_\_ 20\_\_ г. (в случае проведения первой сделки по предварительной оплате). По состоянию на \_\_\_\_ \_\_\_\_\_\_\_\_\_\_ 20\_\_ г. (указывается дата предыдущей проведенной сделки) остаток долга **Поставщика** составляет \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_) рублей \_\_ копеек (в случае проведения второй и последующих сделок по предварительной оплате). | | | | | | | | | | | | | | | | | | | | | |  | | 1. За пользование денежными средствами с \_\_\_\_ \_\_\_\_\_\_\_\_\_\_ 20\_\_ г. по \_\_\_\_ \_\_\_\_\_\_\_\_\_\_ 20\_\_ г. **Поставщику** надлежит уплатить **Агентству** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) рублей \_\_\_ копеек в соответствии с условиями Правил. | | | | | | | | | | | | | | | | | | | | | |  | | 1. Остаток долга **Поставщика** на дату подписания настоящего Акта с учетом пунктов 5 и 6 настоящего Акта составляет \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_) рублей \_\_ копеек. | | | | | | | | | | | | | | | | | | | | | |  | | 1. **Стороны** пришли к соглашению произвести зачет встречных однородных требований, предусмотренных пунктами 4 и 7 настоящего Акта приема-передачи. | | | | | | | | | | | | | | | | | | | | | |  | | 1. Обязательства **Агентства** по оплате **Поставщику** за переданные по настоящему Акту Закладные выполнены полностью (в случае, если остаток долга по пункту 7 больше, чем фактически выполненная поставка с учетом настоящего Акта). | | | | | | | | | | | | | | | | | | | | | |  | | 1. **Агентству** надлежит уплатить **Поставщику** сумму в размере \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_) рублей \_\_ копеек в течение 2 (двух) рабочих дней с даты подписания настоящего Акта по следующим реквизитам **Поставщика** (в случае, когда сумма поставленных по Текущему графику Закладных превышает сумму предварительной оплаты и проценты за пользование): | | | | | | | | | | | | | | | | | | | | | |  | ИНН | | | |  | | | | КПП | |  | | | | |  | | |  | |  | | |  | Р/с | | | |  | | | | в | |  | | |  | | | | | | | | | |  | К/с | | | |  | | | |  | |  | | |  | | | | | | | | | |  | БИК | | | |  | | | |  | |  | |  | | |  | | |  | |  | | |  | | 1. Настоящим **Поставщик** гарантирует, что на Дату поставки вышеуказанных Закладных **Поставщик** выполняет требования Стандартов АИЖК, условий, указанных в Договоре поставки, и все переданные **Агентству** Закладные, а также все иные документы, входящие в состав кредитных дел, соответствуют требованиям действующего законодательства Российской Федерации, Стандартов АИЖК, условий, указанных в Договоре поставки. | | | | | | | | | | | | | | | | | | | | | |  | | 1. На дату подписания настоящего Акта **Стороны** претензий друг к другу не имеют. | | | | | | | | | | | | | | | | | | | | | |  | | 1. Настоящий Акт составлен в двух экземплярах, имеющих равную юридическую силу, по одному для каждой из **Сторон**. | | | | | | | | | | | | | | | | | | | | | |  |  | | | |  |  | | |  | |  | |  | | |  | | |  | |  | | |  | Передал от **Поставщика**: | | | | |  | | |  | |  | |  | | | Принял от **Агентства**: | | | | | | | |  |  | | | |  |  | | |  | |  | |  | | |  | | |  | |  | | |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ф.И.О. | | | | | | | |  | |  | |  | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ф.И.О. | | | | | | | |  | м.п. | | | |  |  | | |  | |  | |  | | | м.п. | | |  | |  | |   *Примечание*. *Данная форма Акта используется Сторонами при приеме-передаче Закладных в рамках продукта «Военная ипотека» на условиях предоставления Агентством предварительной оплаты Поставщику. В случае необходимости использовать иную форму Акта для отдельных ипотечных кредитных продуктов Агентство направляет Поставщикам соответствующее информационное письмо с приложением формы Акта.* |