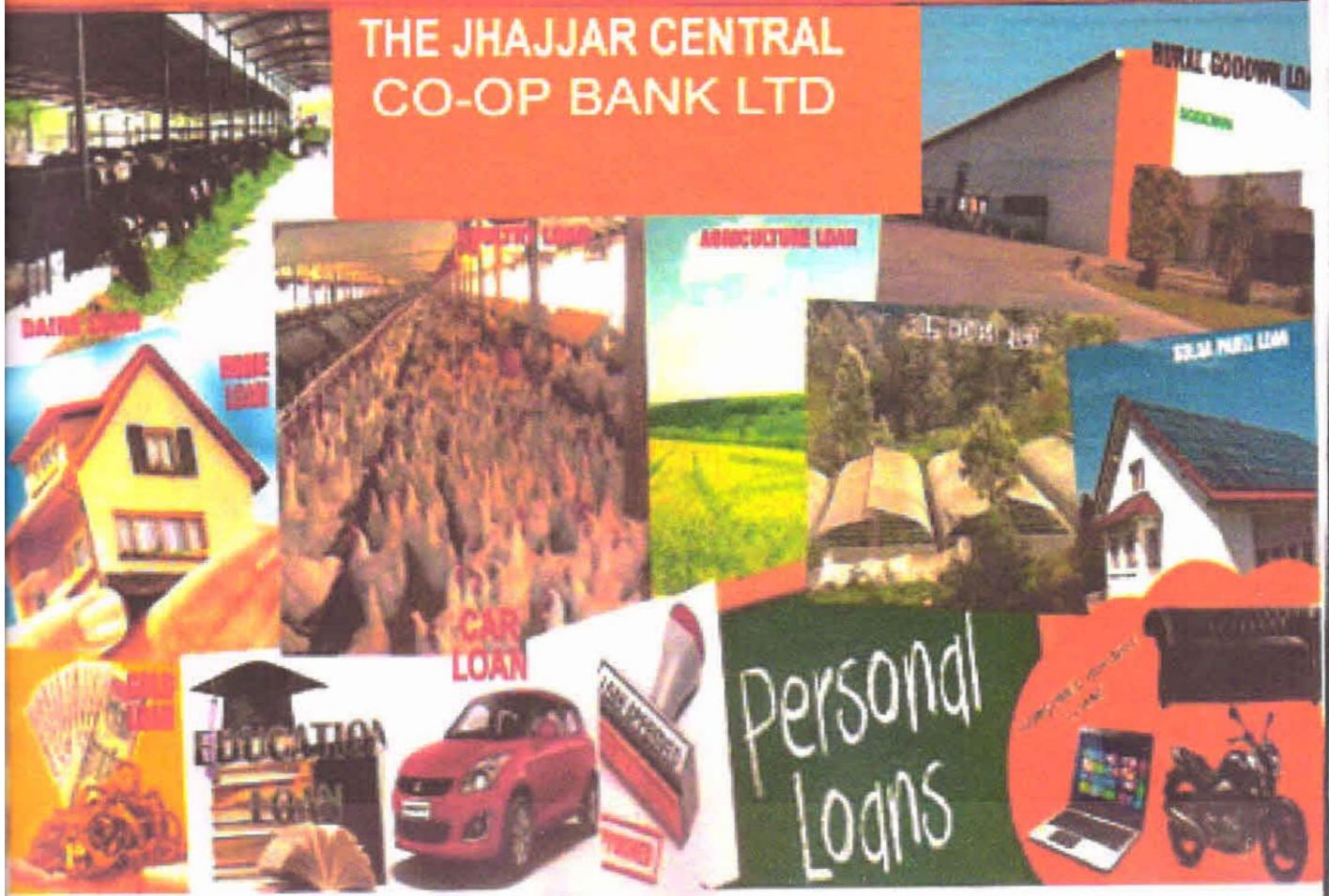




Booklet of Retail Lending Schemes (Technical Monitoring & Evaluation Cell)

THE JHAJJAR CENTRAL
CO-OP BANK LTD



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**THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR
URBAN HOUSING FINANCE SCHEME**

INTRODUCTION

The Cooperative Banks in Haryana have been facing fierce competition from Commercial Banks which resulted decline in their market share during the last few years. The Coop. Banks due to several reasons including outdated loan policy and procedures, failed to diversify their loaning operations and crop loans continued to be their most important business. This affects their profitability as the margins for crop loan business have dropped substantially over the years. The solution for improving productivity and profitability of Cooperative Banks lie in diversification of their lending. Housing Finance has emerged as a key activity and fastest growing sector. Commercial Banks both in Private and Public Sector are chasing the prospective customers with their aggressive marketing strategies. Thus looking into the vast potential available in the area and to enable the Bank to utilize this opportunity for business expansion and diversification policy initiative to open the area of Housing Finance in the Bank has been formulated as follow:-

1. **PURPOSE**

The loan under the scheme shall be available only on plots of HUDA / Housing Board Houses and flats and Housing colonies approved by Director Town & Country Planning only within the area of operation Distt. Jhajjar of the bank for the following purposes:-

- 1.1 For construction of house / flat;
- 1.2 For purchase of built house / flat.
- 1.3 For purchase of under construction house / flat from Housing Boards / Haryana Urban Development Authorities / Co-operative Societies / Approved Private Builders.
- 1.4 For carrying out Additions to the house/flat.
- 1.5 For carrying out repairs / renovation / alterations/ cost of furnishing to the house / flat.
- 1.6 For meeting cost escalation in the cases of under construction houses/flats to existing Housing Loan borrowers.
- 1.7 For purchase of land / plot for house building.
- 1.8 Payment of installment (s) of plots allotted by HUDA/Housing Board houses /Flats;

1.9 Payment of earnest money of HUDA plots/Housing Board houses /flats;

In no circumstances loan will be sanctioned on colonies which are not approved by Directorate of Town & Country Planning.

The Bank will not finance purchase / payment of installment of plots other than HUDA / Housing Board.

2 ELIGIBILITY:

Individuals / Joint Owners are also eligible.

2.1 Professionals, Businessmen and Traders will be eligible for the loan up to 50 times of the average of their net monthly income during the past three years, which will be determined from their income tax returns and that of the Co-borrower, if any.

2.2 All Govt. employees and employees of Boards / Corporations / Cooperative Institutions. Registered and Recognized Educational Institutes, Multi National Companies, Public and Private Companies etc. Such borrowers shall be eligible for the loan equal to their 50 times of monthly gross pay.

2.3 The borrower should have attained the minimum age of 21 years. However the repayment of loan should be completed at the maximum age of 65 years.

2.4 The loan will be provided to the eligible borrowers within operational area of the Bank.

3. QUANTUM & NATURE OF LOAN

NATURE OF LOAN:- TERM LOAN

3.1 For Construction / Additions / Purchase of House / Flat: Need based loan depending upon the project cost and repaying capacity of the borrower maximum Rs. 40.00 lakhs.

3.2 For purchase of Land / Plot for House Building: Maximum 50% of the eligible loan amount as per the repayment capacity.

3.3 For repairs / renovation / alterations: Maximum Rs.10 lakhs. The prospective borrower (s) will be eligible after 5 years of construction of House / Flat;

3.4 Cost of furnishing may be included in the project cost with maximum upto 10% of eligible housing loan.

3.5 Repayment should be fixed on a realistic basis, of the borrower(s). For this purpose, all deductions including the proposed Housing Loan installment should not exceed 50% of gross

salary for employees / net income for businessmen borrower(s).

- 3.6 The income of the spouse and earning children (whether married or unmarried) should be taken into account for determining the income for the purpose of borrowers' repaying capacity.

The income of the joint owners of the property may also be added for determining the repaying capacity. In such cases, they should be made co-borrower.

- 3.7 Father / Mother can also be made as co-borrower in cases where property is in the single name of his / her son and also clubbing of their income be permitted for the purpose of eligibility / repayment of loan.

- 3.8 Likely rental income, if the property is to be let out be also considered for determining the repaying capacity. The same be assessed on the basis of the rental value in the locality in which the house/flat is located. The market report may be gathered from the property dealers of the locality and a mention of the same may clearly be made in the recommendation note of Branch Manager.

4. MARGIN:

Parameters		Margin
For All purposes except to purchase of Land/Plot	Housing Loan Upto Rs.25.00 lacs	20%*
	Housing Loan above Rs.25.00 lakhs	25%*
Purchase of Land/Plot for House Building		50%*

*NOTE:- Charges e.g. stamp duty, registration charges and other documentation charges, if any, paid by the borrower shall not be considered towards margin money. However, Acquisition cost of Plot be considered towards Margin Money).

5. RATE OF INTEREST - Fix

For Public 8.40%

For Staff 8.25%

Note: BODs can vary the rate of interest of all retail lending schemes.

- 5.1 Fixed rate of interest option on Housing Loans disbursed on or after 01.05.2018, will be subject to re-set clause of three years. There will, however, be no application of re-set clause for a repayment tenor upto three years. The re-set clause will be as under:-

“Interest rate shall be reviewed and re-set on completion of a block of three years. Year of first disbursement, whatever be the month of availment, will be taken as first year and year will cover the period from 1st April to 31st March. As and from 1st April, after completion of every block of three years, the interest rate as re-set will be applied. If there is any delay in revision/re-set of interest, appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, until it is reset, rate as prevailing before will be applied. If interest rate is not re-set in the year when it is due, it shall be open to the Bank to re-set the interest in any subsequent year and in such event, the interest rate as re-set, will be applicable from 1st April of the year in which it is re-set for the remaining years of block of five years. Only Bank has full discretion to fix/prescribe/revise/re-set the rate of interest”.

5.2 Accordingly, the rate of interest in the loan accounts sanctioned under fixed option shall be reset on 1st April every year, after completion of every block of three years, and rate shall continue to be fixed till next applicable reset date.

5.3 The borrower(s) will be required to exercise fix rate of interest option at the time of submission of loan application.

5.4 Further, whenever loans for repairs / renovation / alteration, furnishing and additions is allowed to an existing housing loan borrower(s) for the same house for which the existing housing loan is outstanding, the fresh applicable ROI will be charged on proposed housing loan. However loan will be allowed within the prescribed limit i.e. upto Rs.40.00 lakhs.

5.5 PENAL INTEREST: 3% p.a. on default amount over and above the normal rate of interest after 30 days.

Note:- Further, where loan is sanctioned for purchase of plot/land & in case construction of the house is not completed within two years from date of disbursement of the loan or in case the plot / land is sold, penal interest at 3% over & above the prescribed rate of interest will be charged from the date of disbursement of the loan.

5.6 FOR ALL CASES INCLUDING PURCHASE OF PLOT / LAND: In case of default in repayment of loan, the borrower shall be liable to pay penal interest as per the guidelines of Bank and subsequent circulars issued on the subject from time to time.

5.7 LATE PAYMENT CHARGES :-

a) Late payment charges : Rs. 500/- (Plus taxes if any) after 30 days

b) Cheque bounce charges: Rs. 250/- (Plus taxes if any) per cheque.

(Also applicable to Harcobank staff & DCCB, JHAJJAR Staff)

6. PROCESSING FEES

6.1 Processing fee – PUBLIC :- 0.40% of loan amount sanctioned.

Note: Processing fee: Nil (Upto 31.03.2019 loan sanction on dated 01.05.2018 and thereafter).

6.2 Processing fee – HARCOBANK STAFF & DCCB, JHAJJAR STAFF :-

NIL

Note: Obtain processing fee before disbursement of loan.

7. PRE-PAYMENT CHARGES :- NIL

8. SECURITY:

8.1 Equitable / registered mortgage of the property.

8.2 Where mortgage cannot be created immediately in situations like house/flat is being purchased / allotted by the Housing Board, Haryana Urban Development Authorities or Co-operative Society / Builder, and title / conveyance deed are executed in favour of purchaser only after completion of construction & possession/ making full payment of the cost of house / flat, a stamped Tripartite Agreement be executed amongst Housing Board / Development Authority / Co-operative Society / Builder, the intending borrower and the Bank before release of the loan. (By entering into Tripartite Agreement among Board/authority/ society / Builder / seller, allottee / purchaser and bank, bank gets direct privity with the Housing Board / Development Authority / Co-operative Society / Builder).

To secure such loan, GUARANTEE of person(s) acceptable to the Bank be obtained.

8.3 In cases where there is a gap between the handing over of the conveyance of title to the borrower by the builder and creation of mortgage with the Bank by the borrower, during which the borrower may deal with the property otherwise also, before creation of mortgage with the Bank, separate NEC / Search Report at the time of creation of mortgage in respect of property (Flat / House) should be obtained and also obtain Agreement to be mortgaged.

8.4 In case of death of the borrower/co-borrower the bank at its discretion continue the loan provided if sufficient collateral security is furnished by the legal heirs/ surviving borrowers for repayments acceptable to the bank otherwise balance amount of loan interest and charges if

any be recovered from legal heirs;

8.5 In case of death of surety the borrower will be liable to furnish new surety.

9 DISBURSEMENT:

9.1 For outright purchase of house / flat & plot, the loan will be paid in lump sum to the vendor at the time of registration after satisfying that borrower has paid / provided for the balance amount / his contribution.

9.2 For house / flat under construction, the loan amount will be disbursed in stages depending on progress of construction, i.e., at stage like completion of plinth, construction up to lintel level, completion of roof etc. and / or demand raised by selling agency after ensuring that the borrower has invested his pro-rata share towards required margin.

Further, The Branch Manager will issue subsequent installments on written request of the borrower after site verification and receipt of self attested photocopies of bills of materials purchase by the borrower. Such documents & utilization certificate will be placed in the file.

9.3 In case of additions, also, the loan amount will be disbursed in stages depending on progress of construction.

9.4 In case of repairs / renovation / alteration, Incumbents to ensure that after having disbursed 50 % of the amount sanctioned, the subsequent disbursement(s) should be after proper verification that the amount earlier disbursed has been utilized as per estimates submitted by the borrower and that he has invested his pro-rata share towards required margin.

9.5 Reimbursement in Housing Loan may be allowed to prospective borrowers, who have purchased property out of their own sources, provided request for such reimbursements are made within a maximum period of three months from the date of purchase of said property. Such reimbursements may be permitted after duly verifying the source of funds by the branch Head for purchase of said property.

9.6 Whole sanctioned loan will be utilized within the period of two years from the disbursement of 1st installment. In case the borrower fails of utilize, the EMI will be revised according to the utilized disbursement of loan.

10. INSURANCE:

The flat/house being constructed with the financial assistance from the bank shall be comprehensively insured with Bank clause in the policy at the cost of the borrowers and the responsibility for the renewal of the insurance policy every year will be solely of the borrower. In case of failure to get the insurance done or renew the loss caused to property will be responsible of loanee only.

11. REPAYMENT:

11.1 For carrying out repairs / renovation / alterations to the house / flat : Loan along-with interest is to be re-paid in equated monthly installments within a period of 15 years inclusive of moratorium period, if any.

11.2 For Others: Loan along-with interest is to be re-paid in equated monthly installments within a period of 20 years inclusive of moratorium period, if any.

11.3 REPAYMENT HOLIDAY (MORATORIUM PERIOD):

11.3. 1 For Construction / Additions of House / Flat : Till completion of construction (including additions) or 18 months, from the date of disbursement of first installment of the loan, whichever is earlier.

11.3. 2 For carrying out repairs/ renovation / alterations to the house / flat : Till completion of repairs/ renovation / alterations or 6 months, from the date of disbursement of first installment of the loan, whichever is earlier. However, General Manager/C.E.O may further relax the moratorium period by six months under the both Para 9.3.1 & 9.3.2 above.

11.3. 3 For purchase of ready built House/ flat OR land/plot: The repayment to start after the date of possession or 3 months from the date of advance, whichever is earlier.

Note: Further, in those cases where a moratorium period is allowed by the sanctioning authority, where loan is allowed for construction purposes, it may be ensured that the amount of expected accrued interest, on monthly compounded basis, for the period of moratorium is added to the Loan (Principal) amount presuming that the entire loan is disbursed on the date of first disbursement itself and EMI calculated accordingly.

However, there may be situations where Sanctioning Authority is required to quote EMI matching to the EMI quoted by our competitors. This is on account of recovery of interest component chargeable in the account, during the period of moratorium, by some of the Housing Financial Institutions / Banks. Therefore, it is desirable that the prospective borrower is suitably

advised and given the option, at his/her specific request, of either:

Repaying the interest component chargeable in the account during the period of moratorium and EMI thereafter;

OR

In case borrower exercises the option of not paying interest during the moratorium period, interest component chargeable in the account for the moratorium period would be spread over the EMIs for the entire repayment period. The EMI in such cases be appropriately worked out and advised presuming that the entire loan is disbursed on the date of first disbursement itself.

This is explained by an example hereunder:

EXAMPLE

Amount of Loan sanctioned and disbursed say	Rs. 3,00,000/-
Repayment period allowed say	15 years
Moratorium period allowed say	18 months
Rate of interest say	10.25% p.a.
Case 1	
Presuming that entire loan is disbursed on the date of 1 st disbursement itself without servicing of interest during moratorium period.	
Equated Monthly Installments (EMI) on arrear basis for remaining 162 months at total amount of Rs.349631/-*	Rs.3993/- p.m.
*Interest for 18 months Rs.49631/-	
*Principal Amount Rs.300000/-	
Case 2	
Presuming that entire loan is disbursed on the date of 1 st disbursement itself with regular servicing of interest during moratorium period.	
EMI on arrear basis for remaining 162 months at Principal amount of Rs.300000/-	Rs.3426/- p.m.

Case 3	
In case moratorium period not allowed.	
EMI on arrear basis for 180 months at Principal amount of Rs.300000/-	Rs.3270/- p.m.

Incumbents should ensure to clarify the exact position to the prospective borrower to avoid any anticipated Business Loss for quoting a higher EMI.

Further, the aforesaid provision of moratorium period be developed and promoted/ used as an effective marketing tool by the field functionaries (BMs).

11.3.4 For under - construction flats / houses built by approved private builders:-

11.3.4.1 The repayment shall start from immediate subsequent month after the final disbursement of the loan or after 1½ years whichever is earlier.

11.3.4.2 The interest accrued will be collected on monthly basis.

11.4 In case of loans to individual members of Group Housing Societies, the repayment shall start from immediate subsequent month after the final disbursement of the loan.

11.4.1 The repayment shall start from immediate subsequent month after the final disbursement of the loan or after 1½ years whichever is earlier.

11.4.2 The interest accrued will be collected on monthly basis.

11.5 Repayment of the loan along with interest should not extend beyond the age of 65 years of borrower. In case loan is allowed to joint owners, it should be ensured that at least one of the joint owners should be able to repay the loan along with interest maximum upto the age of 65 years.

11.6 In order to ensure that regular installments are received and defaults are minimized it be ensured as under:

11.6.1 At location where ECS (Debit) is not available – Recovery / Repayment of EMIs in all Retail Loan accounts be considered through PDCs / Standing Instruction. Mandate of the customers for debiting their accounts through Advance cheques signed by the borrower repaying monthly

installments under the cover of letter be obtained. Such Post dated advance cheques should be obtained of that account whose statement of account is obtained and not of our Bank where a shadow account is opened just for getting cheque book.

Minimum 24 Advance Cheques) signed by borrower towards repayment of monthly installments along with Letter of Deposit be obtained. However, when the number of cheques with the branch reaches six (6), the borrower to give additional 24 cheques duly signed. This system of giving additional cheques shall continue till the adjustment of the loan. PDCs will remain in safe custody of Branch Managers.

OR

At location where ECS (Debit) is available – Recovery / Repayment of EMIs in all Retail Loan accounts be considered only through ECS (Debit) mandate of the customers for debiting their accounts. Further, wherever ECS (debit) / Standing Instructions are obtained, 2-3 PDCs be procured / maintained as SECURITY by the branches to keep remedy alive under Section-138 of Negotiable Instruments Act.

OR

Irrevocable Letter of Authority from the borrower to the employer for either remitting the salary to the bank or for remitting the monthly installment for repayment of loan to the bank. An acknowledgement of the said letter of authority from the employer be kept on record. Further, in cases where employer remits the salary to the bank, an irrevocable letter of authority from the borrower be obtained for debiting the amount of installment to the SF Account.

11.7 Illustrative charts indicating EMI to cover repayment of principal and interest on is available as at Annexure .

11.8 Effect of upward revision in interest rates on repayment: The borrower always has one of the following options to exercise for repayment of loan:-

- a. To pay increased amount of EMI;
- b. To continue to pay the existing amount of EMI with condition that the balance outstanding in the account would be paid in one go with last EMI of the originally applicable repayment tenor;
- c. To prolong the repayment period.

In case no option is given by the borrower, the option 11.8c, i.e., to prolong the repayment

period appropriately be implemented.

12. TAKEOVER OF HOUSING LOAN ACCOUNTS:

12.1 Sanctioning Authority may permit takeover of housing loan accounts from other Financial Institutions / Banks.

Further, Branch Manager may allow takeover of housing loan accounts from other than financial Institutions / Banks, on individual merits of the case(s), subject to the condition that the loan allowed by employer has been for the purpose' of housing activity only and the remaining repayment period should remain at least above for 3 years.

However, Sanctioning Authority, while taking over the loans shall ensure that housing loan accounts with other Financial Institutions / Banks / Employer are running regular with no defaults in payment of interest / installments and *take over is to be permitted strictly in terms of Bank's extant "urban housing finance scheme" guidelines.*

12.2 In case takeover of housing loan accounts from other FIs/Banks, as the original title deed remains in the possession of previous financier and is released only after disbursement of loan by our branch, following steps be taken:

Certified copy of the title deeds be obtained from the concerned office of Sub- Registrar / Registrar of Assurance by the Branch Manager along with search report. The other documents like previous electricity bill, water bill, house tax receipt etc. be also examined to satisfy about ownership of proposed borrower. Branch Manager should also visit the site personally and identify the property in question including sanction of the map.

The Branch Office should draw credit information report from Credit Information Agencies (CIBIL / Equifax / Experian etc. as per Bank's extant guidelines) data base to have information about availment from other banks and repayment of loan status.

The party should request his/her banker to allow examination of original title deed. The other bank is obligated to allow examination of original on the request of borrower. Under Section 60B of Transfer of Property Act, 1882, Mortgagor is entitled at all reasonable times, at his/her request and his/her own cost and on payment of the mortgagee's costs and expenses in this behalf, to inspect and make copies or abstracts of, or extracts from, documents of title relating to the mortgaged property which are in custody or power of the mortgagee. In case of reluctance on the part of existing financier, the above provision of law can be quoted.

13. OTHER GUIDELINES:

a. Bank credit as housing finance can be extended for repairs, renovations, additions etc. to a

building / house / flat irrespective of whether it is owner occupied or tenant occupied. For this purpose, estimate of cost of repair etc., and the certificate of completion of work done be obtained from qualified engineer/architect.

- b. There is no bar in providing finance to a person who or whose spouse already having a house or flat in his/her name.
- c. In case of finance for purchase of plot / land /flat / house, sanctioning authority to ensure that the title of the same is marketable and free from all encumbrances.
- d. The regularity of income of the borrower(s) over the entire span of loan should be clearly established before sanction of loan. Latest salary slip, ITR (for the last three years) etc. be taken & perused. For borrower(s) having income other than salary, repaying capacity be arrived at on the basis of average income of last three years, as given in ITRs.
- e.
 - a) For Prospective Borrowers dealing with us - Statement of account of prospective borrowers having their account with our Bank, be obtained to establish satisfactory transactional record.
 - b) For Prospective Borrowers dealing with other Banks/FIs- The track record of at least one year of prospective borrower / co-borrower, dealing with other banks / FIs and willing to avail loan from our Bank must be thoroughly verified before making the advance. Further, the genuineness of documents including Bank A/c statements etc. to be obtained for this purpose shall also be ensured invariably, besides conducting other checks such as CIBIL database check- up, KYC norms etc. and fulfilling other requirements of the scheme.

In case of salaried employees, statement of account should be of that account, in which their salary is being credited. In other cases, it should be of an account whose declaration has been made in the Income Tax Returns (wherever applicable). This is to facilitate ascertaining general conduct of the account including other borrowings.

- c) In case of the customers not having their account with any other Bank / FI or for any deviation on the above account, the Branch may take suitable decision based on merits of each case.
- f. Post dated cheques / ECS of the Bank whose statement of account is furnished be obtained and not of our Bank where a shadow account is opened just for getting cheque book.

- g. Where the PDCs are nearing exhaustion, the Branch should insist for fresh PDCs and non-submission of the same be treated as violation of terms and conditions.
- h. Spot verification of plot/house to be purchased/ constructed is must and the incumbent should give his views/comments on the location/valuation of the house/plot while according sanction.
- i. On completion, a certificate be obtained from approved architect/ qualified engineer, certifying the end use of funds granted by the Bank.
- j. Immediate contact be made with the borrower on delay/default of any installment. Contact / liaison with the employer to put pressure on the borrower.
- m. Chain of title deeds should be complete and all the previous original title deeds should be kept on record.
- n. Wherever possible action under Securitization Act and/or u/s 138 of the Negotiable Instrument Act /Payment and settlement act be taken after complying with the requirement of law.
- o. All guidelines circulated by the Bank from time to time in respect of Drawing of Credit Information Reports (CIRs) from 'Credit Information Bureau (India) Ltd. (CIBIL)/other Credit Rating Agencies be also followed.
- p. Keeping in view the increasing incidence of frauds, following important guidelines be complied with by field functionaries before sanction/ disbursement of housing loans and due diligence be ensured by exercising extra caution, as under:
 - i) That branch officials have in their possession detailed plans of the building (duly approved by the competent authority) to be taken as security, duly confirming that it is constructed as per admissible laws and rules and that there is no likelihood of its being demolished at a later date on the grounds that the construction was unauthorized/ illegal.
 - ii) That the services of only those advocates/lawyers be taken for verification purposes, who are of good standing and are experienced persons.
 - iii) That a clause be put in sanction letters that any third party liability coming on the Bank due to wrong information/ declaration given by borrower, will be his/her responsibility.

iv) Physical Verification:

- a. The services of professionals such as Valuers and Advocates will not justify any dilution in the responsibility of our Bank officials in verifying the securities as per the Bank's laid down procedures.
- b. Failure to do so would be construed to be gross negligence, which is to be taken to be lapses inviting vigilance overtone.

The following major steps regarding physical verification of Immovable Property be complied with besides other instructions issued by the Bank in this regard from time to time:

- i. Recommending/ sanctioning authority to invariably visit the location of the actual property and place a report of visit with date;
 - ii) To retain a copy of selfie of Bank official alongwith mortgaged Property with Bank;
 - iii) Carryout evaluation of property by interacting with local people;
 - iv) Endeavour to confirm the genuineness of Immovable Property by asking in the neighborhoods; and
- q. Reschedulement in Housing loans may be allowed by an authority one step higher. However, repayment period of restructured housing loan will be fixed depending upon the repaying capacity of the borrower but should not exceed 20 years or till the borrower attains the age of 65 years, whichever is earlier.
- r. In all cases, branches to adhere to KYC norms, other extant guidelines and properly verify the identity and credentials of each of the borrower, guarantor, builder, seller, officials of Group Housing Society etc. and verify the genuineness of documents to their satisfaction, before disbursement of loan.
- s. The borrower and his guarantors shall be required to become associate members of the bank in the manner prescribed as per bye-laws of the Bank.
- t. The borrower and the guarantors will be jointly and severally liable to pay the loan amount.
- u. All disputes shall be disposed of as per the Haryana Cooperative Societies Act, 1984 and the rules framed there under and as amended from time to time and will be under the sole jurisdiction of courts at Distt. Jhajjar.

**THE JHAJJAR CENTRAL COOPERATIVE BANK; JHAJJAR
APPLICATION FORM FOR HOME LOAN**

For office use only

Branch _____ Received on _____

Recent photograph of applicant

Recent photograph of Co- applicant

<u>Information</u>	<u>Applicant –I</u>	<u>Co-applicant</u>
First Name		
Middle Name		
Last Name		
Father's/Husband's Name		
Income Tax PAN No.*		
Identification No. (tick any one)*	<input type="checkbox"/> Passport <input type="checkbox"/> Voter ID <input type="checkbox"/> Driving License <input type="checkbox"/> UID No. _____	<input type="checkbox"/> Passport <input type="checkbox"/> Voter ID <input type="checkbox"/> Driving License <input type="checkbox"/> UID No. _____
Date of Birth* and Gender	_____ Male Female	_____ Male Female
Educational Qualification*	<input type="checkbox"/> Undergraduate <input type="checkbox"/> Graduate <input type="checkbox"/> PG <input type="checkbox"/> Professional course <input type="checkbox"/> Other	<input type="checkbox"/> Undergraduate <input type="checkbox"/> Graduate <input type="checkbox"/> PG <input type="checkbox"/> Professional course <input type="checkbox"/> Other
Marital Status and No. of dependents in the household	<input type="checkbox"/> Single <input type="checkbox"/> No of Dependants <input type="checkbox"/> Married	<input type="checkbox"/> Single <input type="checkbox"/> No of Dependants <input type="checkbox"/> Married
Email address		
Phone details (STD code – Tel resi.)		
Mobile No.		
Relative of Staff / Director of bank?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Residence Address* (Present) with Pin Code	_____ _____	_____ _____
Residence Address* (Permanent) with Pin Code Same as above	_____ _____	_____ _____
Status of current residence	<input type="checkbox"/> Owned (Self/ spouse/ dependent children) <input type="checkbox"/> Owned (Parents) <input type="checkbox"/> Rented by Self/Spouse <input type="checkbox"/> Leased by company/ govt. <input type="checkbox"/> Other	<input type="checkbox"/> Owned (Self/ spouse/ dependent children) <input type="checkbox"/> Owned (Parents) <input type="checkbox"/> Rented by Self/Spouse <input type="checkbox"/> Leased by company/ govt. <input type="checkbox"/> Other
Years at current residence*	_____ Years _____ Months	_____ Years _____ Months
Address for correspondence	<input type="checkbox"/> Current Residence <input type="checkbox"/> Permanent Residence <input type="checkbox"/> Office	<input type="checkbox"/> Current Residence <input type="checkbox"/> Permanent Residence <input type="checkbox"/> Office

***Supporting documents duly signed by the applicant should be attached.**

Work and Financial Details

Employment Nature	<input type="checkbox"/> Salaried <input type="checkbox"/> Self employed	<input type="checkbox"/> Salaried <input type="checkbox"/> Self employed
-------------------	--	--

	Professional Other	Professional Other
If professional	<input type="checkbox"/> CA <input type="checkbox"/> Doctor <input type="checkbox"/> Engineer <input type="checkbox"/> Architect <input type="checkbox"/> Lawyer <input type="checkbox"/> Small/ Marginal farmer <input type="checkbox"/> Other agriculturist <input type="checkbox"/> Other	<input type="checkbox"/> CA <input type="checkbox"/> Doctor <input type="checkbox"/> Engineer <input type="checkbox"/> Architect <input type="checkbox"/> Lawyer <input type="checkbox"/> Small / Marginal farmer <input type="checkbox"/> Other agriculturist <input type="checkbox"/> Other
Nature of Organization	<input type="checkbox"/> Govt. <input type="checkbox"/> PSU Public Ltd. Co. <input type="checkbox"/> Pvt. Ltd. <input type="checkbox"/> Proprietorship Partnership <input type="checkbox"/> Other	<input type="checkbox"/> Govt. <input type="checkbox"/> PSU Public Ltd. Co. Pvt. Ltd. <input type="checkbox"/> Proprietorship Partnership <input type="checkbox"/> Other
Period in Current Employment/ Business	_____ Years _____ Months	_____ Years _____ Months
Total Employment/ Business Period	_____ Years _____ Months	_____ Years _____ Months
Date of Retirement (If salaried)	Month _____ Year _____	_____ Years _____ Months
Name of Organization/ Business	_____	_____
Designation	_____	_____
Office Address	_____	_____
Phone details (STD code – Tel off.)	_____	_____

If Self Employed/Professional

Income in last 3 Financial years*(Rs.) (As per Income Tax Return)	FY1 (20__ - 20__) _____ FY 2 (20__ - 20__) _____ FY 3 (20__ - 20__) _____	FY1 (20__ - 20__) _____ FY 2 (20__ - 20__) _____ FY 3 (20__ - 20__) _____
If Salaried/Other Annual Income* (Rs.)	Gross _____ Net _____	Gross _____ Net _____
Spouse's financial information*	<input type="checkbox"/> IT assessee & paid tax last yr <input type="checkbox"/> Earns but not formally <input type="checkbox"/> IT assessee but no tax paid <input type="checkbox"/> Does not earn	<input type="checkbox"/> IT assessee & paid tax last yr <input type="checkbox"/> Earns but not formally <input type="checkbox"/> IT assessee but no tax paid <input type="checkbox"/> Does not earn
Bank account details	Account –I Account-II	Account –I Account-II
Name of Bank	_____	_____
Branch	_____	_____
A/c No. (details of salary a/c. for salaried)	_____	_____

Statement of Assets and Liabilities*

Assets	<u>Applicant –I</u>	<u>Co-applicant</u>
Immovable Properties	Amount (Rs.)	Amount (Rs.)
Building/House/flat	_____	_____
Land	_____	_____
Moveable Properties		
Cash	_____	_____
Deposits with banks	_____	_____
Investment in Govt. securities	_____	_____
Others	_____	_____
Total	_____	_____

*Supporting documents duly signed by the applicant should be attached

Statement of Assets and Liabilities (Contd.)*

Information	Applicant	Co-applicant
Liabilities		
Outstanding loans/advances	Amount (Rs.)	Amount (Rs.)
Bank(s)		
Employer		
Provident fund		
Relative and Friends		
Others		
Total		
Networth (actual in Rs.) (Assets – liabilities)		
Information about other loans taken (including previous loans from The Jhajjar Central Cooperative bank Ltd; Jhajjar)		
Total loan limit (Rs.)		
Total monthly repayment (Rs.)		
Whether regular	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proposed loan details		
Information	Applicant	
Purpose for which loan is required (details as per enclosure "A" or "B")	<input type="checkbox"/> Purchase of plot <input type="checkbox"/> Construction of house <input type="checkbox"/> Purchase of built house/residential flat/under construction <input type="checkbox"/> Carrying out repairs/renovation/addition/ alteration to existing house/flat <input type="checkbox"/> Take over loan from other bank/F.I.	
Total Cost of house/ flat/ construction and Applicant's contribution/Margin	Total Cost (Rs.) _____	Applicant's contribution/Margin (Rs.) _____
Loan Amount applied (Rs.) and Rate of Interest option		<input type="checkbox"/> Fixed
Repayment Period proposed	_____ Years - _____ Months	Moratorium/ Holiday Period: _____ Months
Monthly Installment	Mode: <input type="checkbox"/> Advance Cheques <input type="checkbox"/> Standing Instructions <input type="checkbox"/> Electronic Clearing System	
Other information		
Information	Applicant/co-applicant	
Collateral security proposed	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes	Type of collateral <input type="checkbox"/> Property <input type="checkbox"/> NSC/ LIC <input type="checkbox"/> Policy/ Govt. security <input type="checkbox"/> Shares <input type="checkbox"/> others	
Guarantor available	<input type="checkbox"/> Yes <input type="checkbox"/> No	if yes then furnish details in Part-II
Reference details		
	Reference –I	Reference – II
Name		
Address	_____	_____
	_____	_____

Mobile No./telephone		

*Supporting documents duly signed by the applicant should be attached

I/We hereby request for a loan as above and declare that: The information given in the loan application is true and nothing has been concealed. The undersigned undertakes to inform the Bank any change in my residence/office address and to provide any further information that the Bank may require. The undersigned has been informed of the charges/fee to be levied by the Bank and agrees to pay upfront fee, documentation charges, etc. as applicable ad charged by the bank. The undersigned hereby agree to be bound by these terms and conditions or by the revised additional terms and conditions which may at any time hereafter be made while the loan obtained by me/us is still outstanding.

Yours faithfully,

Signature of Applicant: _____ **Signature of Co-Applicant:** _____

Name of Applicant: _____ **Name of Co-Applicant:** _____

Date: _____

Date: _____

Place: _____

Place: _____

Note: In case there is more than one co-applicant, he/she should fill up another form.

ENCLOSURE - 'A'

ADDITIONAL INFORMATION REQUIRED TO BE GIVEN IF THE LOAN IS REQUIRED FOR CONSTRUCTION OF A HOUSE OR FOR CARRYING OUT REPAIRS/ RENOVATION/ADDITION /ALTERATION TO THE HOUSE/FLAT

(* applicable only in case of carrying out repairs/renovation/addition /alteration to the house/flat)

1.	Purchase price/acquisition cost of land : (Please attach attested copy of sale deed /lease deed)	
2.	Address, location & surroundings of the house/flat (a rough plan indicating the location and surroundings of the house should be attached)	
3.	Name & Address of the seller(s) /dealer/Housing Society to whom the payment is to be made	
4.	Area of land (sq.metres)	
5.	Proposed built up area	
6.	Estimated cost of construction OR repairs/ renovation/ addition/ alteration (Estimate from qualified Engineer/ Architect be attached)	
7.	Particulars of construction OR particulars of repairs /renovation/ addition/alteration be given. (Plan approved by the competent authority be attached)	
8.	Purchase price/original cost of house/flat as per the sale/title deed in case the house was constructed by the present owner, the purchase price of the plot and cost of construction of the house should be separately stated. (Please attach a certified copy of the sale/title deed) *	
9.	Present market value of the house/flat *	
10.	Whether the plot is free hold or lease hold (In case the plot is lease hold, please state whether the lessee is authorised to mortgage the house - copy of the letter of authority from the lessor be attached)	
11.	Has sanction for construction from the Competent authority been obtained? (If yes, give details and attach copy of plan duly approved by Municipal Body / Corporation concerned)	
12.	Whether the plot on which construction or House on which repairs/renovation/addition/alteration is proposed is free from all encumbrances whatsoever (Attach non encumbrance certificate)	
13.	Whether the place where the property is/will be situated is served by some Municipal Body/other agency?	
14.	Any other information	

ADDITIONAL INFORMATION REQUIRED TO BE GIVEN IF THE LOAN IS REQUIRED FOR PURCHASE OF A BUILT HOUSE / RESIDENTIAL FLAT/UNDER CONSTRUCTION OR IF THE LOAN IS BEING TAKEN OVER FROM ANOTHER BANK/FI

1.	Address, location and surroundings of the house proposed to be purchased (Please attach a map/plan of the house)		
2.	Name & Address of the seller(s) /dealer/Housing Society to whom the payment is to be made		
3.	Covered area of house/flat		
4.	Year in which the house/flat was Constructed /allotted		
5.	Whether completion certificate from the competent authority obtained (If yes, attach copy)		
6.	Name & address of the present owner of the house / flat (Attach proof)		
7.	The price at which the house/flat is proposed to be purchased (Attach copy of agreement to sell / letter of allotment)		
8.	Whether the house is built on a lease hold plot. If so, whether authority to mortgage the house is available to the lessee (copy of letter of authority from the lessor be attached)		
9.	Whether the place where the property is/will be situated is served by some Municipal Body/other agency?		
10.	Whether the house proposed to be purchased is free from all encumbrances whatsoever (attach non encumbrance certificate)		
11.	Please provide the following details in case of a take-over loan only	Name of Bank/FI from which loan is being taken over:	
		Limit (Rs.)	
		Present Outstanding (Rs.):	

Place:

Date:

Signature of the applicant(s)

**THE JHAJJAR CENTRAL COOPERATIVE BANK LTD;
JHAJJAR**

Recent photograph of guarantor

Part II GUARANTOR INFORMATION

Personal and Employment Details

First Name		Employment Nature
Middle Name		<input type="checkbox"/> Salaried <input type="checkbox"/> Self employed <input type="checkbox"/> Professional <input type="checkbox"/> Other
Last Name		If professional <input type="checkbox"/> CA <input type="checkbox"/> Doctor Engineer/ Architect <input type="checkbox"/> Lawyer Small/Marginal farmer Other agriculturist Other
Father's/Husband's Name		Nature of Organization Govt./PSU Public Ltd. Co. Pvt. Ltd. Proprietorship Partnership Other
Income Tax PAN No.*		
Identification No. (tick any one)*	<input type="checkbox"/> Passport <input type="checkbox"/> Voter ID <input type="checkbox"/> Driving License <input type="checkbox"/> UID No. _____	Period in Current Employment/ Business _____ Years _____ Months
Date of Birth* and Gender	Male Female	Name of Organization, Designation and Address
Educational Qualification and Relationship with applicant	Spouse Parents Son / Daughter Other	
Email Id		
Address	Current residence address	Permanent address
Phone details (STD code – Number)	-	Mobile No.
Financial Details		
Information	Guarantor	
Is he/she an Income tax payee	Yes /No	
Total Income in last 2 Financial years (Rs.)	FY 1 (20____ - 20____)	FY 2 (20____ - 20____)
Bank Account Details		
Name of Bank		Branch
A/c No. (details of salary a/c for salaried)		

Statement of Assets & Liabilities*

Liabilities		Assets	
Outstanding Loans/Advances	Amount (Rs.)	Immovable Properties	Amount (Rs.)
Bank(s)		Building/House	
		Land	
Employer		Movable Properties	
Relatives /Friends		Cash	
Provident Fund		Deposits	
		Investment in Govt. securities	
Others		Others	
Total		Total	
Net Worth (Actual in Rs.)			

*Supporting documents duly signed by the guarantor should be attached.

Having fully apprised myself of the particulars submitted in loan application dated..... for (mention purpose) loan of Rs.to be considered by the bank to Shri/Smt/Miss Son/Wife/ Daughter of Shri

I have agreed to furnish my guarantee for repayment of the loan. I hereby declare that I know the above mentioned applicant(s) very well for the last.....no. of years. The information furnished by me is true and correct to the best of my knowledge and belief.

Yours faithfully,

Signature of Guarantor: _____

Name of Guarantor: _____

Date:

Place:

Note: In case there is more than one guarantor, he/she should fill up another form (Part-II Guarantor Information).

The JHAJJAR CENTRAL COOPERATIVE BANK; JHAJJAR

FOR OFFICE USE ONLY:

Branch Sector _____ Jhajjar

Credit Information Report (CIBIL etc.) : No. _____ Score _____

Borrower :

Guarantor :

Any Adverse report, if so

Detail thereof :

Whether KYC norms in respect of all
Applicants/co-applicants/guarantors
Have been complied with :

Yes/ No

Whether it is a take over of
Loan from Bank/ FI :

Yes/ No

Whether the applicant/co-applicant is
already having a dwelling unit, if so details

Yes/ No, if yes. Details _____

In case of construction of house, confirm :
that copy of Sanction Plan approved
by competent authority in the name of
applicant has been obtained

Yes/ No

Legal Opinion

i) Name of approved Advocate :

ii) Date of NEC :

iii) Whether Counsel has given

Clear and marketable title
of the property

Gross monthly income of applicant

i) Gross Income :

Rs. _____

ii) Other Income :

Rs. _____

iii) (-) Existing deductions/ net income :

Rs. _____

iv) Income available for proposed EMI :

Rs. _____

v) Amount of EMI :

Rs. _____

vi) Net Take Home after proposed EMI :

Rs. _____

(should not remain below 50% of gross income)

Eligible amount of loan as per repaying capacity :

Proof of Income verified

- Name & Designation of person who verified : _____
- Documents from which verified : _____
- Income Tax Returns/ Salary Certificate : _____

Other terms & conditions

1. The borrower agrees to bear and pay any charge for switchover of the option in respect of rate of interest at the rate as prescribed by the Bank from time to time.
2. That it will be the duty and responsibility of the borrower/s to obtain the necessary permission of the Vendor/s and/or any authority/ lessor, if required, under any law, rules, regulations or any instrument to create the security hereby agreed by him/her/them to be created in favour of the Bank and it will be open to the Bank to refuse to disburse the loan until and unless the same is obtained and submitted to the Bank.
3. The borrower/s undertake/s to take necessary steps to get the leasehold property converted into freehold and get the conveyance/transfer deed executed and registered and bear all necessary expenses connected therewith from his/her own sources.
4. The borrower/s hereby agree/s and give/s to the Bank during the currency and for the payment of said loan, a general lien and right to set off and combine accounts without notice and charge on all movable properties of every description coming into the possession on account of the borrower/s for the time being held by the Bank on behalf of the borrower/s whether singly or jointly with others in India or elsewhere including, without prejudice to the generality, any moneys, bullion, deposits, deposit receipts, promissory notes, bill of exchange, cheques, railway receipts, Govt. bills and other documents of every description.

Comments/recommendations of Appraising Officer

(Mention the date of visit at Borrower(s) residence/work place)_____

Recommended for sanction of a Housing Loan of Rs. _____ favouring Sh./ Smt./ Km. _____ for Construction of

house/ Purchase of Built House /Residential Flat/ Purchase of Plot/ land / For Carrying out Repairs/Renovation/ /Addition/ Alteration to the existing house/flat subject to terms & conditions mentioned above. The loan is proposed to be guaranteed by Sh./ Smt./ Km.

_____ / collaterally secured
by _____. The loan shall be repayable in
_____ Equated Monthly Installments (EMIs) of Rs. _____ commencing w.e.f.
_____. The applicable rate of interest @ _____, upfront fee
Rs. _____ and documentation charges Rs. _____ which be communicated
through a Sanction Letter and acknowledgement may be obtained and kept on record.

Place: Jhajjar

Dated _____ 20 _____

Branch Manager

ANNEXURE- C

ILLUSTRATIVE CHECKLIST OF DOCUMENTS: While applying for the loan, the borrower is required to furnish the following information :

1. Loan application form duly completed with Photograph;
2. Identity proof;
3. Address/Residence proof;
4. Age proof;
5. **Income proof:**
 - **SALARIED CLASS:** Latest Salary certificate issued by the employer (indicating gross and net salary)/ Income tax Return, Bank Statement of salary account for last 6/12 months whichever is applicable;
 - **AGRICULTURIST:** Record of land holding any other proof of income;
 - **FOR ALL OTHER INDIVIDUALS:** Last 3 yrs. Income Tax Return or assessment order & computation of income statement, Bank Statement of account for last 6/12 months whichever is applicable;
 - Income proof of spouse/earning children/joint borrowers whose income is considered for the purpose of determination of loan amount (if applicable);
6. Property documents as per **PROPERTY CHECK-LIST.**
7. Undertaking of the borrower/co-borrower as to whether he/she owns residential property in his/her name;
8. Any other document which may be necessary as per requirement of the case.

A. CHECK LIST OF PROPERTY DOCUMENTS

A.1 FOR PURCHASE OF BUILT HOUSE/FLAT/DWELLING UNIT FROM INDIVIDUALS IN THE NAME (S) OF THE BORROWER (S):

- 1.1 Proof of Title of the Vendor;
- 1.2 Approved Plan of the House/Flat to be purchased;
- 1.3 Attested copy of completion certificate, if obtained;
- 1.4 Agreement to sell alongwith original receipts of payment of earnest money etc. made by the borrower (s) to the vendor;
- 1.5 In case of leasehold property, letter of authority from appropriate authority permitting transfer and mortgage of the property;
- 1.6 Non-encumbrance certificate.

A.2 FOR PURCHASE OF PLOT/LAND

- 2.1 Proof of Title of the Vendor;
- 2.2 Agreement to sell alongwith original receipts of payment of earnest money etc. made by the borrower (s) to the vendor;
- 2.3 In case of leasehold plot/land, letter of authority from appropriate authority permitting transfer and mortgage;
- 2.4 Non-encumbrance certificate.

A.3 FOR CONSTRUCTION/REPAIR /RENOVATION/ ADDITION/ ALTERATION/ COST OF FURNISHING

- 3.1 Attested copy of Sale Deed/Lease Deed;
- 3.2 In case of construction/addition/alteration, plan approved by the competent authority;
- 3.3 Estimate of construction / repair/ renovation / addition/ alteration by a qualified Civil Engineer/Architect;
- 3.4 In case of leasehold property, letter of authority from appropriate authority permitting mortgage;
- 3.5 Non-encumbrance certificate.

A.4 FOR PURCHASE OF HOUSE/FLAT FROM DEVELOPMENT AUTHORITY/HOUSING BOARD/PRIVATE BUILDERS/GROUP HOUSING SOCIETY

- 4.1 Agreement to Sell/Letter of Allotment/Brochure of Scheme and other relevant correspondence between the borrower(s) and vendor (Builder) regarding sale and purchase of the property;
- 4.2 Original receipts of payments made by the borrower (s) to Builder;
- 4.3 In case of leasehold property, letter of authority from appropriate authority permitting mortgage;
- 4.4 In case of proposal of members of Group Housing Societies, a letter(NOC) from the Society duly signed on its letter head;
- 4.5 Share certificate issued by the concerned Society in respect of borrower's own holding in its capital together with transfer deed signed in blank for the said share.

A.5 FOR PURCHASE OF LEASEHOLD PROPERTY ON POWER OF ATTORNEY/AGREEMENT TO SELL BASIS

- 5.1 Proof of title of vendor;
- 5.2 Proof of possession of Vendor;
- 5.3 Agreement to sell and original receipts of payments made by the borrower (s) to the vendor;
- 5.4 Non-encumbrance Certificate;
- 5.5 Power of Attorney executed by the Vendor;
- 5.6 "Will" of the vendor;
- 5.7 Letter of Awareness-cum-Possession from Vendor

NOTE: THE ABOVE LISTS ARE SUGGESTIVE AND BRANCHES TO OBTAIN DOCUMENTS AS PER LOCAL REQUIREMENTS.

ILLUSTRATIVE CHECKLIST OF DOCUMENTS REQUIRED FOR AVAILMENT OF LOAN

A. DOCUMENTS REQUIRED FOR AVAILMENT OF LOAN

A.1 HOUSING LOAN FOR PURCHASE OF BUILT UP HOUSE/FLAT/DWELLING UNIT:

- 1.1 Agreement for Housing loan (**Annexure- I**);
- 1.2 Mortgage Deed or Mortgage by Deposit of title deeds - (**Annexure II**);
- 1.3 Irrevocable Power of Attorney in favour of the Bank to carry out the obligations of the borrower under the loan Agreement (**Annexure IV**);
- 1.4 Irrevocable letter of authority from borrower(s) authorizing the employer to remit salary / installment and other amount payable to the bank cum letter of acknowledgement from employer (**Annexure IX**) – In duplicate

OR

Advance cheques signed by the borrower for repaying monthly installment ECS mandate; **OR**

- 1.5 Agreement of Guarantee (Annexure-VIII) be obtained.
- 1.6 Any other document which may be necessary as per requirement of the case.

A.2 HOUSING LOAN FOR PURCHASE OF PLOT/LAND

- 2.1 Mortgage Deed or Mortgage by Deposit of title deeds – (**Annexure II**);
- 2.2 Agreement for Housing loan (for purchase of Plot) (**Annexure III**);
- 2.3 Irrevocable letter of authority from borrower(s) authorizing the employer to remit salary /installment and other amount payable to the bank cum letter of acknowledgement from employer (**Annexure-I X**) – in duplicate

OR

Advance cheques signed by the borrower for repaying monthly installment ECS mandate; **OR**

- 2.4 Agreement of Guarantee (Annexure-VIII) be obtained.
- 2.5 Any other document which may be necessary as per requirement of the case.

A.3 HOUSING LOAN FOR CONSTRUCTION OF HOUSE/REPAIR/ RENOVATION/ ADDITIONS/ALTERATIONS

- 3.1 Agreement for Housing loan (**Annexure I**);
- 3.2 Mortgage Deed or Mortgage by Deposit of title deeds – (**Annexure II**);
- 3.3 Irrevocable letter of authority from borrower(s) authorizing the employer to remit salary /installment and other amount payable to the bank cum letter of acknowledgement from employer (**Annexure-IX**)-in duplicate

OR

Advance cheques signed by the borrower for repaying monthly installment ECS mandate; **OR**

- 3.4 Agreement of Guarantee (Annexure-VIII) be obtained.
- 3.5 Any other document which may be necessary as per requirement of the case.

A.4 HOUSING LOAN FOR PURCHASE OF HOUSE/FLAT FROM DEVELOPMENT AUTHORITY /HOUSING BOARDS /PRIVATE BUILDERS /GROUP HOUSING SOCIETIES

- 4.1 Agreement for Housing loan (**Annexure I**);

4.2 Irrevocable Power of Attorney in favour of the Bank to carry out the obligations of the borrower under the loan Agreement (**Annexure IV**);

4.3 Tripartite Agreement (in case of Development Authority / Housing Boards etc) (**Annexure V**) **OR**

Tripartite Agreement (in case of Private Builders) – (**Annexure VI**)

OR

Tripartite Agreement (in case of Group Housing Societies) (**Annexure VI**);

4.4 Irrevocable letter of authority from borrower(s) authorizing the employer to remit salary /installment and other amount payable to the bank cum letter of acknowledgement from employer. – in duplicate – (**Annexure IX**)

OR

Advance cheques signed by the borrower for repaying monthly installment ECS mandate; **OR**

4.5 Agreement of Guarantee (Annexure-VIII) be obtained.

4.6 Any other document which may be necessary as per requirement of the case.

A.5 HOUSING LOAN FOR PURCHASE OF LEASEHOLD PROPERTY ON POWER OF ATTORNEY / AGREEMENT TO SELL BASIS

5.1 Agreement for Housing loan – (**Annexure I**);

5.2 Mortgage Deed or Mortgage by Deposit of title deeds – (**Annexure II**);

5.3 Irrevocable Power of Attorney in favour of the Bank to carry out the obligations of the borrower under the loan Agreement (**Annexure IV**);

5.4 Irrevocable letter of authority from borrower(s) authorizing the employer to remit salary /installment and other amount payable to the bank cum letter of acknowledgement from employer –(**Annexure-I X**) – in duplicate

OR

Advance cheques signed by the borrower for repaying monthly installment ECS mandate; **OR**

5.5 Agreement of Guarantee (Annexure-VIII) be obtained.

5.6 Any other document which may be necessary as per requirement of the case.

NOTE: BESIDES ABOVE LISTED DOCUMENTS, ANY OTHER DOUCMENT AS PER LOCAL REQUIREMENT OR CASE SPECIFIC IS TO BE OBTAINED INVARIABLY.

DOCUMENTS

ANNEXURE – E

Sl. No.	Documents	ANNEXURE	Page (s)
1	Agreement for Housing Loan	1	1 to 5
2	Mortgage Deed	II	1 to 2
3	Agreement of Housing Loan (for purchase of Plot)	III	1 to 6
4	Power of Attorney	IV	1 to 2
5	Tripartite Agreement (in case of Development Authority /Housing Boards etc).	V	1 to 3
6	Tripartite Agreement (in case of Private Builders)/Group Housing Societies.	VI	1 to 3
7	Letter of Awareness-cum-Possession	VII	1
8	Agreement of Guarantee	VIII	1 to 5
9	Irrevocable Letter of Authority from borrower authorizing employer to remit salary.	IX	1
10	NOC from Cooperative Group Housing Society	X	1
11	Sanction Letter	XI	1 to 2
12	Supplementary Agreement	XII	1 to 2
13	Letter of Revival	XIII	1
14	Report of Investigation of title in respect of Immovable property	XIV	1 to 11
15.	Balance & Security Confirmation (Borrower/s)	XV	1 to 4
16	Balance & Security Confirmation (Guarantor/s)	XVI	1 to 4
17.	Equitable Mortgage documents	XVII (i) to XVII (iii)	1 each

Annexure-I

(To be stamped as an agreement not to be Attested/Witnessed)

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR

AGREEMENT FOR HOUSING LOAN

THIS AGREEMENT FOR HOUSING LOAN is made on this _____ day of _____ 20_____

BETWEEN

Shri/Ms _____ son/daughter/wife of _____ resident of _____ and _____ and Shri/Ms _____ son/daughter/wife of Shri _____, resident of _____ and (hereinafter referred to as the "Borrower")

AND

The JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR having its Head Office at Mini Secretariat, Gurugram Road, Jhajjar (Haryana) amongst others, a Branch Office at _____ (hereinafter referred to as the "Bank"). (The Borrower and the Bank are collectively referred to as the Parties and individually as the Party and unless it be repugnant to the subject or context the term "Borrower" and "Bank" shall include their heirs, legal representatives, successors, assigns, etc; The masculine gender is to be taken to include females; The singular includes the plural and vice versa. The "Borrower", in case there is more than one Borrower, shall include each one of them and their liability shall be JOINT & SEVERAL and any acknowledgment of debt made by any one shall bind all).

WHEREAS

A. The Borrower has entered into an agreement with _____ (hereinafter called the "Vendor") for purchase of house/ flat vide agreement of sale dated _____ OR The Borrower has been allotted a flat/house or site for construction of house by _____ (the "Vendor") or owns/holds on lease a plot of land/house situated at _____;

B. The Borrower has approached the Bank for granting financial assistance for the purpose of purchase of the house/flat; or construction of house building; or repair/renovation of the house;

AND

C. On the request of the Borrower the Bank has agreed to advance a sum of Rs _____ (Rupees _____) (the "Loan") to the Borrower for the said purpose on the terms and conditions herein appearing.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. The Bank can disburse the loan in lump sum or in stages, depending upon the progress in construction - at _____ stages like completion of plinth, construction up to lintel level, completion of roof etc. and / or upon demand made by the Vendor, after satisfying that the borrower has paid his contribution/margin money/ balance amount. The payment shall be made directly to the Vendor /Supplier/ Contractor, as per the details furnished by the Borrower. The Bank shall make subsequent disbursement only on furnishing by the Borrower of a certificate from qualified architect/civil engineer verifying/ certifying the stages of construction having been reached;

2. On completion of construction/repairs/renovation, the Borrower will furnish a certificate from the approved architect/qualified engineer certifying the end use of the loan amount.

3. INTEREST RATE OPTION-FIX

Terms for Fixed Interest Rate Option

The Interest under FIXED RATE OF INTEREST option exercised by the Borrower will not be changed for a minimum period (Block Period) of 2 years.

The rate of interest under Fixed Rate Option shall be reviewed and re-set by the Bank on completion of each Block Period. For this purpose 1st year of each Block Period will commence from 1st of April of the year in which the first disbursement under the Loan is made, irrespective of the month of disbursement, and shall end on 31st March of the following year. After completion of each Block period, the interest rate as re-set will be applicable. If there is any delay in revision/reset in interest rate, appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, the prevailing rate shall continue to be applied until it is re-set. If interest rate is not re-set in the year when it is due, it shall be open to Bank to re-set the interest in any subsequent year and, in such an event, the interest rate as re-set, will be applicable from 1st April of the year in which it is re-set for the remaining years of the block period.

4. Exercise of Option

- (i) The Borrower hereby exercises the "Fixed Interest Rate" Option and agrees to pay interest @ ...% per annum with monthly rests (the "Applicable interest rate").
- (ii) The interest shall be calculated on daily balance basis due to the Bank and shall be charged monthly so long as the amount due is not repaid in its entirety and shall form part of the principal and carry interest at the applicable interest rate.
- (iii) The Rate of Interest are subject to change by the Bank/RBI from time to time and interest at the revised rate shall accordingly be charged from time to time in the Loan Account.
- (iv) Besides interest, applicable interest tax and incidental charges are also payable by the borrower.
5. Notwithstanding the above, if the Bank, on the request of the borrower, in its discretion, decides to make _____ available to the Borrower the option of application of lower rate of interest, as may be applicable to fresh _____ loans under the scheme, it is open to the Bank to charge and levy a Switchover Fee at the rate prescribed by the Bank.
6. The Borrower agrees that the amount of the loan, together with interest, will be paid by the Borrower _____ regularly in equated monthly installments ("EMI") of Rs. _____ (Rupees _____) each and the first _____ such EMI shall fall due for payment on _____.

7. The borrower understands that the amount of EMI shall be subject to change in accordance with _____ change/revision in applicable interest rate. The borrower shall have one of the following options to exercise for repayment of the Loan –

- To pay the increased amount of the EMI; or
- To continue to pay the existing amount of the EMI with the condition that the balance outstanding in the Loan account shall be paid in one go with the last EMI of the originally applicable repayment tenor; or
- To prolong the repayment period.

In case no option is exercised by the Borrower on account of change in the applicable interest rate affecting the EMI, the option, as given at (7-c) above, shall be deemed to have been exercised by the Borrower.

8. *(i) The Borrower irrevocably authorizes the Bank to recover the amount of the EMI and other charges from his SF/CA /OD Account no. _____ (the said Account) maintained with the said BO until the loan along with interest, charges, etc. is fully repaid and adjusted. The

borrower further undertakes to keep sufficient balance in the account for recovery of the EMI by the Bank.

*(ii) The Borrower agrees to authorize his employer to remit his salary to the Bank's said BO for crediting the same to his said account.

*(iii) The Borrower hereby deposits post-dated cheques to facilitate the due payment of the EMI as per the **Schedule-II** hereunder.

*(iv) The Borrower is willing to make the payment of EMI, through participation in Electronic Clearing Service (ECS) of the National Clearing Cell of RBI and authorizes the Bank to raise the debits against the EMI from his account No. _____ maintained at BO: _____ of _____ Bank (Give name and address of the Bank) through ECS for payment of the EMI and understands that in the event of the Bank not realizing payment from ECS for any reason whatsoever, the Borrower shall pay the EMI to the Bank by cash or cheque along with the interest for the delayed period. The Borrower has given the necessary mandate and also bear any service charges/fees as prescribed by the Bank/RBI from time to time.

8.1 To facilitate collection of the EMI in the event of non-receipt of the EMI by ECS, the Borrower has provided the Bank with number of undated cheques for the amount of the EMI. The Borrower authorizes the Bank to fill up the date as and when required, but without being bound, to collect the cheques to meet defaults in payment of the EMI.
(*Delete, if not applicable)

9. The Borrower agrees to pay additional interest at _____% p.a. with agreed rests in case of :

- a. Non-payment of any installment of principal and/or interest, costs and other charges due, on the amount in default from the date of default;
- b. Default in Furnishing information as prescribed/called for by the Bank or any irregularity in a/c.
- c. Diversion or siphoning of the Loan amount;
- d. Default in creation of security within the stipulated time;
- e. Non-compliance of any of the terms and conditions of this agreement;
- f. Non-compliance of any of the terms & conditions of this Agreement;
- g. Any other case as the Bank may deem fit.

9.1 However, this right is in addition to and not in derogation of the Bank's other rights to immediately call upon the Borrower to repay the entire amount outstanding or to enforce the security and, in the event of the Bank exercising its right to recall the Loan as aforesaid, the Borrower undertakes that, irrespective of the period for which the Loan is made, the Borrower shall pay to the Bank immediately after demand, whereby the recall is made, the balance then outstanding in the loan account, together with interest and all other charges till liquidation of the dues under the loan.

10. Pre-Payment Charges

* The borrower agrees that in case the Loan is pre-paid by availing loan from any other bank/FI, the Borrower will bear and pay the prepayment charges at ___% of the outstanding amount of the; loan pre-paid and the Bank shall be entitled to seek information from the borrower about source of pre-payment made or any other particulars in order to levy pre-payment charge and the borrower agrees to furnish the information called for by the Bank. The Bank shall also be entitled, inter-alia, to recover pre-payment charges by debiting any account of the borrower. * (delete, if not applicable)

11. The Borrower undertakes not to raise any loan for the purpose and/or for his productive activity from any institution other than the Bank.

12. The Borrower undertakes to create 1st charge by way of mortgage within _____days on the

property described in **Schedule-I** hereunder to secure the repayment of the Loan after he gets the conveyance of the Secured Asset in his favor as may be required by the Bank.

13. The Borrower agrees to execute an irrevocable Power of Attorney in favor of the Bank, as and when required by the Bank, as per the **Performa** annexed with this Agreement.
14. In case of loan given for the purchase/acquisition of house/flat from Development Authority/Housing Board/Private Builders/Group Housing Society, the Bank shall not be responsible or liable to ensure or ascertain the progress of construction and mere demand for payment would be sufficient for the Bank to effect disbursements as aforesaid. Without prejudice to the above and notwithstanding anything to the contrary contained herein, the Bank may in its sole discretion refuse to disburse the loan and/or recall the entire outstanding dues, if the progress of the construction work is not satisfactory and/or failure to pay margin by the borrower.
15. The Borrower shall get the security fully insured against loss, damage by fire, riots and other hazards like earthquake, floods as per the requirements of the Bank in the joint name of the Borrower and the Bank with the usual Bank clause till repayment of in full of the entire loan liability of the Borrower. In case the Borrower fails to insure the said property, it will be open to the Bank to get the same insured, without being bound to do so, as aforesaid and to debit the amount of premium to the Borrower's account which shall thereupon be treated as part and parcel of the principal amount advanced.
- 15.1 The Borrower hereby further declares and agrees that :
 - a. Upon any money becoming payable under the insurance policy, the same shall be paid by the Insurance Company to the Bank and such part of any moneys so paid, as may relate to the interest of other parties insured there-under, shall be received by the Bank as agent for such other parties. And any sum received under such insurance shall be applied in or towards liquidation of the amount due to the Bank and other parties on account of the said loan, interest and other charges as aforesaid and in the event of there being a surplus; the same shall be refunded to the Borrower.
 - b. The receipt by the Bank of insurance proceeds shall be a complete discharge of the insurance company and shall be binding on all parties insured there under.
 - c. Any adjustment, settlement, compromise or reference to arbitrations in connection with any dispute between the Insurance company and the insured or any of them arising under or in connection with the policy shall be valid and binding on all parties insured there under, but not so as to impair the right of the Bank to recover the full amount of any claim, it may have on other parties insured there under.
16. It will be the duty and responsibility of the Borrower to obtain necessary permission of Vendor and/or any Authority/ lessor, if required, under any law, rules, regulations or any instrument to create the security, hereby agreed by him to be created in favour of the Bank and it will be open to the Bank to refuse to disburse the loan until and unless the same is obtained and submitted to the Bank.
17. The Borrower undertakes to take necessary steps to get the lease hold property converted into free hold and get the conveyance/ transfer deed executed and registered and bear all necessary expenses connected therewith from his sources.
18. The Borrower hereby agrees to hold himself liable on all the confirmation letters signed by anyone of the borrowers and on all the accounts stated to any one of them. The Borrower agrees that each one of them is agent for the others to acknowledge and admit liability outstanding in the account from time to time.
19. The Borrower agrees and hereby gives to the Bank, during the currency and for the payment

of the Loan, a general lien and right to set off; and combine accounts without notice; and charge on all movable property of every description coming into the Bank's possession on account of the Borrower for the time being held by the Bank, whether singly or jointly with others in India or elsewhere including, without prejudice to the generality, any monies, bullion, deposits, deposit receipts, promissory notes, bill of exchange, cheques, railway receipts, Govt. bills and other documents/securities of every description.

20. Any demand herein may be made on the Borrower by an officer of the Bank or any notice in writing under the hands of any such officer either served personally on the Borrower or left at or sent by post to him at his address registered/available with the Bank.
21. The Borrower hereby consents that in case he commits default in repayment of the Loan, the Bank/RBI can disclose his name in such manner and through such medium, as they deem fit. The Borrower further consents for disclosure of his name by the Bank to any Credit Information Company/Agency, as deemed fit.

SCHEDULE-I

(Description of the Property to be mortgaged)

SCHEDULE-II

DATE OF	CHEQUES*	AMOUNT
---------	----------	--------

- 1.
- 2.
- 3.
- 4.
- 5.

* Note: Advance cheques may be obtained under the Scheme. The number, amount and dates of such cheques should be synchronized with the number, amount and due dates of term Loan installments. Such cheques should be drawn favoring 'The Jhajjar Central Cooperative Bank Ltd; Jhajjar Branch Office _____ Jhajjar' and on the reverse of the cheques, 'payment of installment in term Loan account No. ____' can be written.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THESE PRESENTS ON THE DAY, MONTH AND YEAR ABOVE MENTIONED.

BORROWER (s)

i)

ii)

iii)

FOR THE JHAJJAR CENTRAL
COOPERATIVE BANK LTD;
JHAJJAR

Authorized signatory

Annexure-II

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR MORTGAGE DEED

This Deed of Mortgage is made at _____ on this day of _____ 20
_____ between

(Full description of the borrower/s), hereinafter called 'the Mortgagor/s' (which expression shall include his/her/their heirs executors, administrators, and assigns) of the one part and The Jhajjar Central Cooperative Bank Ltd; Jhajjar H.O Mini Secretariat, Gurugram Road, Jhajjar (Haryana) and among others, a Branch Office at _____ hereinafter called 'the mortgagee' (which expression shall include its successor and assigns) of the other part.

WHEREAS the Mortgagor/s is/are the absolute owner in possession of the properties fully described in the schedule hereunder; and WHEREAS the mortgagee has advanced/agreed to advance a sum of Rs. _____ (Rupees _____) by way of housing loan upon securing the repayment thereof together with interest, cost and other charges in the manner as hereinafter appearing.

NOW THIS DEED OF MORTGAGE WITNESSETH AS FOLLOWS:

That in consideration of the sum of Rs. _____ (Rupees _____) advanced/agreed to be advanced by the Mortgagee to the Mortgagor/s as per the loaning documents executed in Mortgagee's favour, the Mortgagor/s, hereby mortgage/s unto the Mortgagee the said property by way of simple mortgage / equitable property to secure the repayment of the principal amount aforesaid together with interest, charges and all other expenses due to the Mortgagee payable as per the terms and conditions contained in the agreement of housing loan and documents executed by the Mortgagor/s. That the Mortgagor/s agree/s to keep fully insured for its full market value in the name of the Mortgagor/s and the Mortgagee with agreed Bank clause, the said property against damage and loss or destruction by fire, civil-commotion, riots, floods, earthquake and any other insurable risk and keep up such insurance until the amount due under this deed is paid in full to the mortgagee. The cost of insurance will be borne by the Mortgagor/s. In case the Mortgagor/s fail/s at any time to insure and pay the necessary premium, the Mortgagee may but it will not be bound to, insure and debit the cost of the premium to the Mortgagor's account. The amount of premium as paid will form part of the principal amount and will carry interest at the rate applicable in respect of amount advanced.

That the Mortgagor/s shall also continue to pay all rates and taxes accruing due in respect of the said property under any law or rule for the time being in force.

That the Mortgagor/s covenant/s that the property is free from all encumbrances and that the Mortgagor/s is/are entitled to mortgage the same unto the Mortgagee.

That the Mortgagor/s shall not lease out or part with possession of the property or create any further charge, mortgage on the same in favour of any person without prior consent of the Mortgagee in writing.

That in case of the default/breach of any of the terms and conditions contained in this Deed or in the Loaning Documents executed by the Mortgagor/s, the Mortgagee shall have the option and the right to realize all its due outstanding in the account and cause the mortgaged property to be sold with all its accretions, without being bound to proceed against other securities or sureties, if any held by the Mortgagee.

That on payment of all the dues of the said mortgagee under these presents, the mortgagee shall be bound to recover the said property free from all encumbrances to the Mortgagor/s and execute deed of discharge/transfer and every other writing in favour of the Mortgagor/s at its expense necessary for this purpose.

In witness whereof the Mortgagor/s and the Mortgagee have set their hands on the day, month and the year hereinabove first written.

SCHEDULE

(Description of the property hereby mortgaged)

All that Plot No. _____ situated at _____ (full address of the house/flat/plot of land) ensuring _____ and so also the construction and superstructure to be built thereon together with all rights of easements of all kinds appertinent thereto and bounded as given below;

North

South

East

West

WITNESSES:

- 1.
- 2.

MORTGAGOR/S

MORTGAGEE

Annexure-III

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR
(To be stamped as an agreement)
**AGREEMENT FOR HOUSING LOAN
(FOR PURCHASE OF PLOT)**

THIS AGREEMENT is made on this ____ day of _____, 20__ at _____

BETWEEN

Shri/Ms. _____
Son/Daughter/Wife of Shri _____
r/o _____
(hereinafter called the "Borrower")

AND

The Jhajjar Central Cooperative bank Ltd; Jhajjar H.O. Mini Secretariat, Gurugram Road, Jhajjar (Haryana) and, inter alia, one of its branches at (hereinafter called the "Bank") (The Borrower and the Bank are collectively referred to as the Parties and individually as the Party and unless it be repugnant to the subject or context the term "Borrower" and "the Bank" shall include their heirs, legal representatives, successors, assigns, etc; The masculine gender is to be taken to include females; The singular includes the plural and vice versa. The "Borrower", in case there is more than one Borrower, shall include each one of them and their liability shall be JOINT & SEVERAL and any acknowledgment of debt made by any one shall bind all).

1. WHEREAS

A. The Borrower has entered into an Agreement of Sale dated _____ with Shri / Ms _____ /Development Authority/ Housing Board/ Shri/ Ms. Son /Daughter / Wife of Shri _____ r/o _____ (hereinafter called the "Vendor") for purchasing from the Vendor a plot bearing No. _____ situated at _____ and bounded as under:

North:

South:

East:

West:

Admeasuring _____ sq.fts/sq.yds./sq.mtrs for a consideration of Rs. _____ (Rupees _____), on the terms and conditions contained in the Agreement of Sale;

B. The Borrower has paid to the Vendor a sum of Rs. _____ (Rupees _____) as earnest money/ part payment under the said Agreement of Sale;

C. The Borrower is unable to pay the remaining sale price of Rs. _____ (Rupees _____) and has approached the Bank's BO at _____ for a loan of Rs. _____ (Rupees _____) to enable him to purchase the said plot from the Vendor; and

D. The Bank has agreed to advance a sum of Rs. _____ (Rupees _____) to the Borrower for the purchase of the said plot on the terms and conditions as hereinafter appearing:

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

2. That the Bank shall advance a sum of Rs. _____ (Rupees _____) to the Borrower for the purpose of the purchase of the aforesaid plot from the Vendor as per the Agreement of Sale referred to above. The said advance shall be disbursed / paid by the Bank directly to the Vendor under the authority of the Borrower at the time of registration of Sale Deed.

3. INTEREST RATE OPTION- FIX

Fixed Interest Rate Option

The Interest under FIXED RATE OF INTEREST option exercised by the Borrower will not be changed for a minimum period (Block Period) of 2 years.

The rate of interest under Fixed Rate Option shall be reviewed and re-set by the Bank on completion of each Block Period. For this purpose 1st year of each Block Period will commence from 1st of April of the year in which the first disbursement under the Loan is made, irrespective of the month of disbursement, and shall end on 31st March of the following year. After completion of each Block period, the interest rate as re-set will be applicable. If there is any delay in revision/reset in interest rate, appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, the prevailing rate shall continue to be applied until it is re-set. If interest rate is not re-set in the year when it is due, it shall be open to Bank to re-set the interest in any subsequent year and, in such an event, the interest rate as re-set, will be applicable from 1st April of the year in which it is re-set for the remaining years of the block period.

4. Exercise of Option

- (i) The Borrower hereby exercises the “Fixed Interest Rate” Option and agrees to pay interest @ ...% per annum with monthly rests (the “Applicable interest rate.”).
 - (ii) The interest shall be calculated on daily balance basis due to the Bank and shall be charged monthly so long as the amount due is not repaid in its entirety and shall form part of the principal and carry interest at the applicable interest rate.
 - (iii) The Rate of Interest are subject to change by the Bank/RBI from time to time and interest at the revised rate shall accordingly be charged from time to time in the Loan Account.
 - (iv) Besides interest, applicable interest tax and incidental charges are also payable by the borrower.
5. Notwithstanding the above, if the Bank, on the request of the borrower, in its discretion, decides to make available to the Borrower the option of application of lower rate of interest, as may be applicable to fresh loans under the scheme, it is open to the Bank to charge and levy a Switchover Fee at the rate prescribed by the Bank.
- 6.. The Borrower agrees that the amount of the Loan together with interest will be paid by the Borrower regularly in equated monthly installments (the “EMI”) of Rs. _____ (Rupees _____) each and the first such EMI shall fall due for payment on _____.
- 7.. The amount of the EMI shall be subject to change in accordance with the change/revision in the Applicable Interest Rate to be charged in the Loan account and the Borrower shall have one of the following options to exercise for repayment of the Loan –

a) To pay the increased amount of the EMI; or

b) To continue to pay the existing amount of the EMI with the condition that the balance outstanding in the Loan account shall be paid in one go with the last EMI of the originally applicable repayment tenor; or

c) To prolong the repayment period.

In case no option is exercised by the Borrower on account of change in the Applicable Interest Rate affecting the EMI, the option as given at (7.c) above will be deemed to have been exercised by the Borrower.

8.. *(i) The Borrower irrevocably authorizes the Bank to recover the amount of the EMI and other charges from his SF/CA /OD Account no. _____ (the said Account) maintained at the Bank's said BO until the Loan along with interest, charges, etc. is fully repaid and adjusted. The Borrower further undertakes to keep sufficient balance in his said Account for recovery of the EMI by the Bank.

*(ii) The Borrower agrees to authorize his employer to remit his salary to the Bank's said BO for crediting the same to his said Account.

*(iii) The Borrower hereby deposits post-dated cheques to facilitate the due payment of the EMI as per the **Schedule-II** hereunder.

*(iv) The Borrower is willing to make the payment of EMI, through participation in Electronic Clearing Service (ECS) of the National Clearing Cell of RBI and authorizes the Bank to raise the debits against the EMI from his account No. _____ maintained at BO: _____ of _____ Bank (Give name and address of the Bank) through ECS for payment of the EMI and understands that in the event of the Bank not realizing payment from ECS for any reason whatsoever, the Borrower shall pay the EMI to the Bank by cash or cheque along with the interest for the delayed period.

The Borrower has given the necessary mandate/will comply with the procedural requirements for participation in ECS and also bear any service charges/fees as prescribed by the Bank/RBI from time to time.

8.1 To facilitate collection of the EMI in the event of non-receipt of the EMI by ECS, the Borrower has provided the Bank with _____ number of undated cheques for the amount of the EMI. The Borrower authorizes the Bank to fill up the date as and when required, but without being bound, to collect the cheques to meet defaults in payment of the EMI.
(*Delete, if not applicable)

9. The Borrower agrees to pay additional interest at _____ % p.a. with agreed rests in case of:
a. Any irregularity in the Loan account
b. Any other case as the Bank may deem fit.

9.1 However, this right is in addition to and not in derogation of the Bank's other rights to immediately call upon the Borrower to repay the entire amount outstanding or to enforce the security and in the event of the Bank exercising its right to recall the Loan as aforesaid, the Borrower undertakes that irrespective of the period for which the Loan is made, the Borrower shall pay to the Bank immediately after demand, whereby the recall is made, the balance then outstanding on account of the Loan together with interest and all other charges till liquidation of the dues under the Loan.

9.2 The borrower intends and agrees to construct the house on the plot within ____ years. In case the construction of the house on the said plot is not completed within a period of _____ years or in the event of the plot / land is sold for gains or profit or for any other reason the interest chargeable shall be @ 3% over and above the prescribed rate of interest from the date of disbursement of the loan and the borrower agrees to pay to the Bank the interest so

payable and the Bank is authorized to debit the loan account of the Borrower with the amount of difference of interest thus arrived at. This will be in addition to the interest payable by the Borrower at the prescribed rate as mentioned in Clause 4.1 above.

10. . *The Borrower agrees that in case the Loan is pre-paid by availing loan from any other bank/FI, the Borrower will bear and pay the prepayment charges at ___% of the outstanding amount of the Loan pre-paid and the Bank shall be entitled to seek information from the Borrower about source of prepayment made or any other particulars in order to levy pre-payment charge and the Borrower agrees to furnish the information called for by the Bank. The Bank shall also be entitled, inter-alia, to recover pre payment charge by debiting to any account of the Borrower. (**delete if not applicable*)
11. The Borrower undertakes not to raise any loan for the purpose and/or for his productive activity from any institution other than the Bank.
12. The Borrower, undertakes to create 1st charge by way of mortgage within _____ days on the plot described in **Schedule-I** hereunder (the “Secured Asset”) to secure the repayment of the Loan after he gets the conveyance of the Secured Asset in his favor as may be required by the Bank.
13. The Borrower will execute an irrevocable power of attorney in favor of the Bank as and when required by the Bank as per the **Performa** annexed with this Agreement.
14. In case the Borrower dies or becomes insolvent or in the event of non-observance of any of the conditions set out herein including failure to create/execute the required mortgage or in the event of default of payment of any of the EMI or interest, costs and other expenses, the entire amount outstanding in the loan account and remaining unpaid shall, at the option of the Bank, after making demand in writing, become immediately payable and the security held by the Bank will become enforceable for realization of its outstanding dues with interests, costs and other expenses.
15. The Borrower shall fully insure the Secured Asset against loss, damage by fire, riots and other hazards like earthquake, floods as per the requirements of the Bank in the joint name of the Borrower and the Bank with the usual Bank clause till realization in full of the loan liability of the Borrower. In case the Borrower fails to insure the said property, it will be open to the Bank to get the same insured, without being bound to do so, as aforesaid and debit the amount of premium to the Borrower’s account which shall thereupon be treated as part and parcel of the principal amount advanced.
16. The Borrower hereby further declares and agrees that -
 - a) Upon any money becoming payable under the insurance policy, the same shall be paid by the Insurance company to the Bank and such part of any moneys so paid as may relate to the interest of other parties insured there-under shall be received by the Bank as agent for such other parties. And any sum received under such insurance shall be applied in or towards liquidation of the amount due to the Bank on account of the said loan, interest and other charges as aforesaid and in the event of there being a surplus the same shall be refunded to the Borrower.
 - b) The receipt of the Bank shall be a complete discharge of the insurance company, therefore, and shall be binding on all parties insured there under.
 - c) Any adjustment, settlement, compromise or reference to arbitrations in connection with any dispute between the Insurance company and the insured or any of them arising under or in connection with this policy, if made by the Bank, shall be valid and binding on all parties insured there under, but not so as to impair the right of the Bank to recover the full amount of any claim, it may have on other parties insured there under.

17. It will be the duty and responsibility of the Borrower to obtain the necessary permission of the Vendor and/or any authority/lessor, if required, under any law, rules, regulations or any instrument to create the security hereby agreed by him to be created in favour of the Bank and it will be open to the Bank to refuse to disburse the loan until and unless the same is obtained and submitted to the Bank.
18. The Borrower undertakes to take necessary steps to get the lease hold property converted into free hold and get the conveyance/ transfer deed executed and registered and bear all necessary expenses connected therewith from his/her own sources.
19. The Borrower hereby agrees to hold himself liable on all the confirmation letters signed by anyone of the borrowers and on all the accounts stated to any one of them. The Borrower agrees that each one of them is agent for the others to acknowledge and admit liability outstanding in the account from time to time.
20. The Borrower agrees and hereby gives to the Bank during the currency and for the payment of the Loan, a general lien and right to set off; and combine accounts without notice; and charge on all movable property of every description coming into the Bank's possession on account of the Borrower for the time being held by the Bank on behalf of the Borrower whether singly or jointly with others in India or elsewhere including, without prejudice to the generality, any monies, bullion, deposits, deposit receipts, promissory notes, bill of exchange, cheques, railway receipts, Govt. bills and other documents/securities of every description.
21. Any demand herein may be made on the Borrower by an officer of the Bank or any notice in writing under the hands of any such officer either served personally on the Borrower or left at or sent by post to him at his address registered/available with the Bank.
22. The Borrower hereby consents that in case he commits default in repayment of the Loan, the Bank/RBI can disclose his name in such manner and through such medium, as they deem fit. The Borrower further consents for disclosure of his name by the Bank to any Credit Information Company/Agency, as deemed fit.

SCHEDULE-I

(Description of the Property to be mortgaged)

SCHEDULE-II

DATE OF CHEQUES* AMOUNT

- 1.
- 2.
- 3.
- 4.
- 5.

* Note: Advance cheques may be obtained under the Scheme. The number, amount and dates of such cheques should be synchronized with the number, amount and due dates of term Loan installments. Such cheques should be drawn favoring "The Jhajjar Central Cooperative Bank Ltd; Jhajjar " and on the reverse of the cheques, 'payment of installment in term Loan account No. ____ 'can be written.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THESE PRESENTS ON THE DAY, MONTH AND YEAR ABOVE MENTIONED.

BORROWER

i)

FOR THE JHAJJAR CENTRAL
COOPERATIVE BANK LTD; JHAJJAR

ii)

iii)

Authorized Signatory

Annexure-IV

POWER OF ATTORNEY

This irrevocable Power of Attorney is executed at (place) this _____ day of _____ 20____ by(i) Shri/Km./Smt./_____ S/o, D/o, W/o Shri _____ R/o _____ and (ii) Shri/Km./Smt. S/o, D/o, W/o Shri R/o _____ (hereinafter called the APPOINTOR(s) which term shall unless repugnant to the context hereof, include his/her/their heirs, successors, administrators and assigns) in favour of The Jhajjar Central Cooperative Bank Ltd; Jhajjar, H.O. Mini Secretariat, Gurugram Road, Jhajjar (Haryana)and amongst others one BO: _____ (hereinafter referred to as Bank, which term shall include its successors and assigns).

WHEREAS

- 1) The Appointer(s) has/have entered into loan agreement dated _____ (hereinafter referred to as the said Agreement) with the Bank for obtaining a loan of Rs. _____ for the purchase/ construction/ repairs/ renovations/ alterations/ additions of/ to the house/flat mentioned in the said agreement and also described in the schedule hereto (hereinafter referred to as the said Property).
- 2) Vide the said agreement, the Appointer (s) has/have agreed, inter alia, to deliver to and deposit with the Bank each and every of the documents of title relating to the said property as and when it comes into his/her/their possession with intent to create a security thereon for the repayment of the loan, interest, interest tax, cost and other charges, and for the due fulfillment of his/her/their other obligations under the said agreement.
- 3) Vide the said agreement; the Appointer(s) has/have also agreed to give an Irrevocable Power of Attorney to and in favour of the Bank to carry out the obligations of the Appointer(s), under the said agreement inter alia, in regard to the creation of the aforesaid security, etc.

NOW THIS DEED WITNESSETH THAT the Appointer(s) hereby appoint(s)/nominate(s) & constitute(s) the Bank to act through any of its officers (hereinafter severally called the attorneys) to be his/her/their true and lawful attorneys in his /her/their names and on his/her/their behalf to do and, execute all or any of the following instruments, acts, deeds and things;

- 1) To make payment of the said advance that may be sanctioned to the Appointer(s) pursuant to the said Agreement as per the rules of the Bank applicable to grant of such advance to the vendor towards the agreed purchase price for the said property.
- 2) To take all steps as may be necessary or required for the completion of the purchase of the property.
- 3) To obtain and procure proper conveyance/transfers and other assurances of the said property from the Vendor, to get the lease hold property converted into free hold and get the conveyance/transfer deed executed and registered and in particular and without prejudice to the generality of the foregoing, if necessary, to sign sale/title deeds and other connected documents. To appear before the Sub-Registrar, to admit execution, to get the sale/title deed executed by the Vendor and registered in accordance with Law, to receive and take delivery of the registered sale deeds, and other documents of title from the Vendor and after

registration, from the office of the Registrar and in this regard, to take all legal steps as may be deemed necessary by the bank.

- 4) To execute mortgage deed and deliver and deposit the aforesaid registered sale deeds executed by the Vendor and/or each and every of the other documents of title of the said Property with intent to create security thereon (by way of mortgage by deposit of the title deeds) for the repayment of the loan, interest and other charges and for the due fulfillment of the Appointer(s)'s other obligations under the said Agreement, and to execute, sign and deliver all such acknowledgements or writings as may be required by the Bank for completion of the creation of the aforesaid security.
- 5) To apply for and obtain permission, sanction or certificate of competent authority or any other authority or office for creating mortgage and for the purpose, swear and file affidavits or applications, make statements and do such other acts, as may be necessary.
- 6) Generally, to do such acts, deeds and things not herein specially authorized as any of the attorneys may deem proper or expedient for or in relation to all or any of the purposes of matters aforesaid. And the Appointer(s) hereby agree(s) to ratify and confirm whatsoever the said attorney or any of them shall lawfully do or cause to be done by virtue of this Power of Attorney which shall be deemed to have been done by the Appointer(s) and the Appointer(s) hereby declare that this Power of Attorney shall be irrevocable till all the repayments under the said Agreement have been duly made by the Appointer.

SCHEDULE

(here describe the property to be purchased)

IN WITNESS WHEREOF the within named Appointer(s)_____

Has /have executed this Power of Attorney on the day, month and the year first above written.

WITNESSES

1.

APPOINTER/S

2.

TRIPARTITE AGREEMENT

THIS AGREEMENT MADE at _____ this _____ day of _____ 20____ amongst
(i)Shri/Smt./Km. _____

_____ S/O,W/O,D/OShri _____
_____ residing at _____ (hereinafter
referred to as the 'borrower' which expression shall unless repugnant to the context, include
his/her/their heirs, executors, administrators and assigns) of the first part, and

*(ii) _____ (hereinafter
referred to as 'the Builder' which term shall include its successors and assigns) of the second part, and

*(Give detail regarding the name, constitution and address of the Builder which allotted/is selling the
property to the borrower/s)

(iii) The Jhajjar Central Cooperative Bank Ltd; Jhajjar, H.O. Mini Secretariat, Gurugram Road,
Jhajjar (Haryana) and amongst others one of its Branch Offices at
_____ (hereinafter called 'the Bank' which expression shall
unless repugnant to the context include its successors and assigns) of the third part.

WHEREAS

1. The borrower/s desire/s to purchase a ready built flat/ house allotted to him/her/their
on _____ by _____ the Builder under its _____
_____ scheme (hereinafter referred to as 'the said scheme').

2. The Bank has allowed a housing loan of Rs. _____ (Rupees _____
_____) to the borrower/s for the purchase of said flat/house as
per the terms and conditions agreed to under Loan Agreement dated _____ entered into
between the Bank and the borrower/s (hereinafter referred to as 'the said agreement'), one of the
conditions there under being that the borrower/s shall mortgage the said flat/house to be purchased
from the Builder in favour of the Bank.

3. The title of the said flat/house shall be conveyed by the Builder unto the borrower/s after
_____ years from allotment on payment of the total cost of the said flat/house as per the
demands for payment by Builder/installments agreed to between the borrower/s and Builder.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

In consideration of a sum of Rs. _____ (Rupees _____
_____) already deposited by the borrower/s with the Builder on
_____ as initial payment for the purchase of the said property under the said
scheme and a further sum of Rs. _____
Rupees _____) to be paid by the Bank directly to the
Builder on behalf of borrower/s as per the demands for payment by the Builder/installments agreed to
between the borrower/s and Builder, it is hereby agreed to by and
amongst the parties as follows:-

The Bank will make disbursement of the sanctioned loan by making payment to the Builder directly
on behalf of the borrower/s and any payment made to the authority shall be deemed to be payments
made to the borrower/s and the borrower/s shall, in each case, be liable for the amount of loan
disbursed on his/her/their behalf to the Builder as though the same had been disbursed directly to
borrower/s.

2. It is further agreed by the borrower/s that the Bank shall not be responsible or liable to ensure or ascertain the progress of construction and mere demand for payment would be sufficient for Bank to effect disbursement as aforesaid. Without prejudice to the above and notwithstanding anything to the contrary contained herein the Bank may in its sole discretion refuse to disburse the loan until:-

i) The Borrower/s has/have paid his/her/their own contribution in full to Builder i.e. the cost of the dwelling unit (including escalation, if any) less the loan and/or

ii) Progress and need of construction justifies (being the sole judge thereof) the disbursement requested.

3. The Builder will maintain a separate account for the borrower/s and adjust payment of housing loan received by it from the Bank/borrower(s) against the cost of the particular category of flat/house applied by him.

4. On completion of the flat, its possession will be handed over to the borrower/s forthwith along with the conveyance of the title thereto on lease hold/free hold basis. The borrower/s will mortgage the said flat/house forthwith thereafter to the Bank as security for the said loan as per the terms and conditions of the said agreement.

5. The cost of the flat, in excess of the amount of the Housing Loan sanctioned, will be borne and paid by the borrower/s.

6 If the borrower/s withdraw/s from the scheme or fail/s to pay the balance amount representing the difference between the housing loan allowed by the Bank and the actual cost of the house/flat (including escalation) or die/s or allotment of the flat/house is otherwise cancelled, the entire amount standing to the credit of the borrower/s (including margin money and borrower's contribution) will be refunded by the Builder to the Bank. The Bank shall refund to the borrower/s balance, if any, after adjusting the entire outstanding dues, including interest, costs and other amount recoverable by the Bank from the borrower/s.

7. The covenants hereunder shall not be construed to mean and fasten any responsibility upon the Bank to observe the payment schedule, if any, between the Builder and the borrower/s or make payments to the Builder, as requested. The Bank shall not be responsible for any delay or omission in disbursement on account of breach/default attributable to borrower/society. The borrower shall be responsible to follow-up with the Bank to make disbursement on his/her/their behalf as per arrangement he may have with the Builder.

8. The Builder will give/provide necessary consent/no objection for mortgage of the house/flat by the borrower/s in favour of the Bank.

9. If for any reason there is an increase/escalation in the cost of the house/flat, such increase shall be paid and borne by the borrower without any reference to the Bank and until such increase is paid, The Bank shall have the right to suspend further disbursement of sanctioned loan.

10. The borrower/s will not further mortgage/charge the flat/allotted as above said to any person/financial institution for raising any loan without the prior written consent of The Bank.

11. The Builder shall not entertain the request of transfer of the flat/house of the borrower/s without the prior written consent of the Bank.

12. In any event in which any refund becomes due and payable, under any agreement/arrangement executed/made between the borrower and the Builder or otherwise, the Builder agrees not to pay any

amount on any account to the borrower/s by way of refund or otherwise without the written consent of the Bank. In case so required by the Bank, any such amount shall be paid by the Builder to the Bank.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day, month and year first above written.

Signed by Shri/Smt. _____, the borrower/s in the presence of

1st Witness: _____
(Name & address)

2nd Witness: _____

(Name & address)

BORROWER/S
(Signatures)

Signed by Shri/Smt. _____ for and on behalf of the Builder in the presence of:

1st Witness _____
(Name & address)

2nd Witness _____
(Name & address)

FOR THE BUILDER

Signed by Shri/Smt. _____ of Branch Office _____
_____ for and on behalf of the Bank in the presence of:

1st Witness _____
(Name & address)

2nd Witness _____
(Name & address)

FOR THE BANK
(Signatures)

Annexure-VI

TRIPARTITE AGREEMENT

This agreement is made at _____ this _____ day of _____ 20____ amongst :

- i) Sh./Smt. _____ S/ O/ W of R/o [Name and address of the Borrower/s] hereinafter termed as “the Borrower/s” which term shall, unless repugnant to the context, be deemed to include his/her/their heirs, executors, administrators and assigns) of the First Part, and
- ii) M/s _____ Co-operative Group Housing Society Ltd. and having its registered office at _____ and represented by its President, Shri/Smt. _____ S/D/W of Shri and its Secretary, Shri/Smt. S/D/W of Shri _____ both duly authorized to execute these presents on its behalf by a resolution passed by its Management Committee at its meeting held on (Hereinafter called “The Society” Which term shall, unless repugnant to the context, include its successors, administrators and assigns) of the Second Part, and
- iii) The Jhajjar Central Cooperative Bank Ltd; Jhajjar, H.O. Mini Secretariat, Gurugram Road, Jhajjar (Haryana) and amongst others one of its Branch Offices at _____ (hereinafter referred to as the “Bank” which expression shall, unless repugnant to the context, include its successors and assigns) of the Third Part.

WHEREAS

1. The Society has acquired under the terms of the Lease Agreement/Deed executed/ made on _____ between the President of India/Governor of _____ or under the terms and conditions of letter No. _____ all that piece of land admeasuring about _____ acres, situated at _____ for the construction of dwelling units to be built at the cost of its members according to their allotment and to be occupied by such members so allotted on leasehold/ownership basis and also for construction of other buildings to house community facilities which shall be owned by the Society in accordance with the lay out plan sanctioned by the competent authority.
2. The Borrower/s had applied to the Bank for a loan to purchase dwelling unit to be constructed by the Society.
3. The Bank has sanctioned a loan of Rs (Rupees _____) to the Borrower/s on the terms and conditions agreed vide Loan Agreement dated , one of the conditions there under being that the Borrower/ s shall mortgage the dwelling unit to be purchased from the Society in favour of the Bank and the Society has agreed to render all assistance to the Borrower(s)/Bank to comply with this condition and in particular has agreed to obtain/assist to obtain permission to mortgage from the lessor and/or such other persons/authorities as may be needed.

NOW THIS AGREEMENT WITNESSETH AS UNDER :-

- In consideration of allowing a loan of Rs. (Rupees _____) to the Borrower/s by the Bank for the purchase of the dwelling unit to be constructed by Society under its scheme, it is hereby agreed among the parties hereto as under:-
1. The Bank will make disbursement of the sanctioned loan by making payment to the Society directly on behalf of the Borrower/s as and when demanded by the Society subject to the Loan Agreement entered into between the borrower/s and the Bank and the covenants hereunder agreed to among the parties hereto and any payment made to the Society shall be deemed to be payments made to the Borrower/s and the Borrower/s shall, in each case, be liable for the amount of the loan disbursed on his/her/their behalf to Society as though the same had been disbursed directly to Borrower/s. It is further agreed by the Borrower(s) that the Bank shall not be responsible or liable to ensure or ascertain the progress of construction and mere demand for payment would be sufficient for the Bank to effect disbursement as aforesaid.
 2. The Borrower/s will not further mortgage/charge/let out/part in the possession of the flat/ house allotted as above said to any person/financial institution for raising any loan without the prior written consent of the Bank.

3. The Society will maintain a separate account of the Borrower/s and adjust the Payment received by it from the Bank/borrower(s) against the cost of the particular category of dwelling unit applied by the Borrower/s.
4. The above covenants shall not be construed to mean and fasten any responsibility upon the Bank to observe the payment schedule, if any, between Society and the Borrower/s or make payments to the Society as requested. The Bank shall not be responsible for any delay or omission in disbursements on account of breach/default attributable to the borrower(s)/society. The Borrower/s shall be responsible to follow-up with the Bank to make disbursement on his/her/their behalf as per any agreement he may have with the Society.
5. It is further agreed by the borrower/s that the Bank shall not be responsible or liable to ensure or ascertain the progress of construction and mere demand for payment would be sufficient for the Bank to effect disbursements aforesaid. Without prejudice to above and notwithstanding anything to the contrary contained herein, the Bank may in its sole discretion refuse to disburse the loan until :-
 - i) The Borrower/s has paid his/her/their own contribution in full to Society i.e. the cost of the dwelling unit (including escalation, if any) less loan and/or
 - ii) Progress and need of construction justifies (Bank being the sole judge thereof) the disbursement requested.
6. The Society undertakes that the Title Deed/Sale Deed/Deed of apartment in favour of the Borrower/s by Society shall be executed and registered within days after the date of delivery of possession. The Society shall deposit the said Title Deed/Sale Deed/Deed of apartment directly with the Bank.
7. Soon after the Title Deed/Sale Deed of apartment is executed and registered, the Borrower/s undertake/s to take steps for creation of mortgage of the dwelling unit/flat in favour of the Bank, in the form and manner required by the Bank and as stipulated under the Loan Agreement.
8. The Society does not have any objection in creation of mortgage of the dwelling unit by Borrower/s in favour of the Bank and agrees to give necessary consent/no-objection as and when required.
9. The Borrower/s shall diligently and faithfully observe and comply with all the rules, regulations and bye-laws of Society.
10. If for any reason there is an increase/escalation in the cost of the dwelling unit such increase shall be paid and borne by the Borrower/s without any reference to the Bank and until such payment is made, the Bank shall have the right to suspend further disbursement of the sanctioned loan.
11. In the event of default by the Borrower/s in repayment of dues of the Bank, the Bank will be entitled to sell the flats and the Society will have to accept the purchaser of dwelling unit/ flat as member of the Society.
12. The Society shall not transfer the dwelling unit/flat of the Borrower/s to any other member of the Society without the prior written consent of the Bank.
13. If the Borrower/s withdraw/s from the scheme of Society or in the event of cancellation of Borrower's name by the Society or death of Borrower/s, the Society will refund the entire amount standing to the credit of the Borrower/s (including borrower's contribution). the Bank shall refund the balance, if any, to the borrower(s) after adjusting entire outstanding dues of the borrower(s) with interest, costs and other amounts payable by the borrower(s) to the Bank. In any event in which any refund becomes due and payable under the Agreement/arrangement executed/made between the Borrower/s and Society or otherwise, Society agrees not to pay any amount on any account to the Borrower/s by way of

refund or otherwise without written consent of the Bank. In case so required by the Bank, any such amount shall be paid by the Society to the Bank.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day, month and year first above written.

SIGNED AND DELIVERED by the within named Borrower/s
Shri/Smt. _____

Witnesses (Signatures with full names and address)

- 1.
- 2.

BORROWER/S

SIGNED AND DELIVERED by the within named Society _____
_____ by the hand of _____ its _____

Witnesses (Signatures with full names and address)

- 1.
- 2.

FOR THE SOCIETY

SIGNED AND DELIVERED by the within named The Jhajjar Central Cooperative Bank Ltd; Jhajjar by the hand of Shri/
Smt. _____

Witnesses (Signatures with full names and address)

- 1.
- 2.

FOR THE BANK

Annexure-VII

The Jhajjar Central Cooperative Bank Ltd; Jhajjar

LETTER OF AWARENESS-CUM-POSSESSION

The Branch Manager,
Branch _____
Jhajjar

Sir,

Housing Loan extended to _____ for purchase _____ -
Regarding.

1. The above said property is being sold to _____ (purchaser) by me/us, the owner/s of the said property.
2. I/We am/are aware that the Bank has financed the purchase. I/we have received the amount of loan towards sale price.
3. I/We will extend all cooperation in the execution of necessary documents/ _____ agreements for completion of sale and/or for conversion of property from lease _____ hold into free hold.
4. I/We have given possession of property to _____ (Purchaser) on.

Place:
Date:

Yours faithfully,

VENDOR/s

Annexure-VIII
AGREEMENT OF GUARANTEE

This agreement of Guarantee is made at _____ (Place) this _____ day of _____ 20_____ between _____ (hereinafter called the Guarantor(s)' which term shall, wherever the context so permits mean and include his/her/their (heirs, successors, administrators, executors and assigns) of the first part and The Jhajjar Central Cooperative Bank Ltd; Jhajjar, B/o _____, having its head office being its H.O. Mini Secretariat, Gurugram Road, Jhajjar (Haryana) (hereinafter called the Bank which term shall wherever the context so permits mean and include its successors and assigns) of the second part.

Whereas at the request of Guarantor(s) the Bank has agreed to allow/ continue enhance an accommodation by way of _____ to Sh./Smt./Messrs _____ (hereafter called the Borrower(s)* on the terms & conditions contained. _____ AND whereas the Guarantor(s) has/have agreed to guarantee due payment of the amount due to the Bank in respect of the said limits of Rs. _____

NOW THIS INDENTURE WITNESSETH AS UNDER:

That in consideration of the Bank allowing/continuing/enhancing at the request of the Guarantor(s) an accommodation by way of _____ to the Borrower(s) at its _____ Branch on terms and conditions contained in _____ the Guarantor(s) hereby agree(s) with the Bank as under:-

2. The Guarantor(s) hereby guarantee(s) jointly and severally to pay the bank after demand in writing all principal, interest, costs, charges and expenses due and which may at any time become due to the Bank from the Borrower(s), on the accounts opened in respect of the said limits (hereafter called the said accounts') down to the date of payment and also all loss or damages, costs, charges the expenses and in the case of legal costs, as between attorney and client occasioned to the bank by reason of omission, failure or default temporary or otherwise in such payment by the Borrower(s) or by the Guarantor(s) of any of them including costs (as aforesaid) of enforcement or attempted enforcement of payment by suit or otherwise or by sale or realization or attempted of sale or realization of any security for the said indebtedness or otherwise howsoever or any costs (which costs to be as aforesaid) charges or expenses which the Bank may incur by being joined in any proceeding to which the Bank may be made or may make itself party either with or without others in connection with any such securities or any proceeds thereof.
3. The Guarantee(s) hereby declare(s) that this guarantee shall be a continuing guarantee and remain operative in respect of each of the said limits severally and may be enforced as such in the discretion of the Bank, as if each of the facilities/limits had been separately guaranteed by him/her/ them. This guarantee shall not be considered as cancelled or in any way affected by the fact that at any time or from time any of the said accounts may show on liability against the Borrower(s) or may even show credit in his/her/their favour but shall continue and remain in operation in respect of all subsequent transactions till the accounts are closed.

4. The Guarantor(s) hereby consent(s) to the bank making any variance without reference or notice to him/her/them, that it may think fit in the terms of contract, including any change in rate of interest charged to the account, with the Borrower(s). The Guarantor(s) further consent(s) to the Bank accepting additional collateral security of any kind, determining enlarging or varying any credit to him/her/them or making any composition with him/her/them or promising to give him/her/them time are not sue him/her/them and to the Bank parting with any security it may hold for the guaranteed debt. The Guarantor(s) also agree(s) that he/she/they shall not be discharged from his/her/their liability by the bank releasing the Borrower(s) or by any action or omission of the Bank, the legal consequences of which may be to discharge the Borrower(s) or by any act of the Bank which would, but for this present provision be inconsistent with his/her/their rights as guarantor(s) or by the Bank's omission to do any act which, but for this present provision, the Bank's duty to the Guarantor(s) would have required the Bank to do. Though as between the borrower(s) and the guarantor(s) he/ is she /they are guarantor(s) only, the guarantor(s) agree(s) that as between the Bank and guarantor(s) he/she/they are debtor(s) jointly with the borrower(s) and accordingly he/she/they shall not as such be entitled to claim the benefit of legal consequences of any variation in the terms of the contract and to any of the rights conferred on a Guarantor by Sections 133,134,135, 139 and 141 of the Indian Contract Act. The Guarantor(s) further agree(s) that the acceptance by the Bank of any irregular payments or any amount short of the amount of agreed installment/s, whether made before or on due dates or thereafter by the Borrower(s), shall not discharge the Guarantor(s) from his/her/their liability and such acceptance will not amount to or create any new or fresh contract. The Guarantor(s) further agree(s) that the Bank shall be under no obligation to notify him/her/them, any default committed by Borrower(s) at any time or from time to time.
5. The Guarantor(s) hereby consent(s) to the Bank renewing from time to time the said _____ limits of Rs. _____ allowed to the Borrower(s) obtaining fresh documents from him/her/them closing the existing accounts, opening new accounts, or transferring the same or part thereof to any branch of the Bank. Notwithstanding this, the Guarantor(s) agree(s) and declare(s) that he/she/they shall remain liable to the bank for any indebtedness of the Borrower(s) under the renewed limit and terms and conditions of this deed shall apply and govern their liability under the renewed limit.
6. The Guarantor(s) further declare (s) that all dividends, compositions or payment received by the bank from Guarantor(s) or any other persons liable to him/her/them or his/her/ their representative shall be taken and applied as payment in gross and the Guarantor(s) and his/her/their representatives shall have no right to claim the benefit of any such dividends, compositions or payment until full amount of all claims of the Bank against the Borrower(s) and his/her/their representatives which are covered by this guarantees shall have been paid.
7. No advance, overdraft or other credit facilities that the Bank may give to the Borrower(s) beyond the limit mentioned in para No.1 above or obtaining of any other guarantee or security from the Borrower(s) shall determine, prejudice or lessen the liability of the Guarantor(s) hereunder.
8. The Guarantor(s) further agree(s) that any accounts settled between the Bank and the Borrower(s) or the balance admitted or confirmed by him/her/them or his/her/their authorized agents as due on the said accounts to the Bank will be conclusive and shall not be disputed or questioned by the Guarantor(s).
9. The Guarantor(s) authorize(s) and appoint(s) each of the borrowers or any person duly authorized by them as agent to confirm the balance due and acknowledge liability on his/her/their behalf as Guarantor(s) from

time to time. The Guarantor(s) further agree(s) that any acknowledgement of liability made by Borrower(s) or any person duly authorized by him/her/ them to operate account or any of the co-guarantors as agent on behalf of the Guarantor(s) shall be binding on them for giving fresh start of limitation and also for admission of liability against him/her/them.

10. In case the Bank sells the hypothecated, pledged or mortgaged security/ies held in the loan account, the Guarantor(s) agree(s) that the Bank may sell said securities without giving any notice of such sale of the Guarantor(s). The Guarantor(s), agree(s) that he/she/they will not question the sale or the sale price in any manner or on any ground whatsoever.
11. In case the amount guarantee by the Guarantor(s) is paid by the Borrower(s) to the Bank and the Bank in consequence discharges the Guarantor(s) from all liabilities under this guarantee, but it is subsequently determined by a Court of Law or otherwise that the said payment was a fraudulent preference and the Bank is made to refund the said amount, the Guarantor(s) liability to the Bank on the basis of this guarantee shall revive to the same extent and in the same manner as if such payment had never been made.
12. The Guarantor(s) also agree(s) that the Bank may enforce the guarantee without enforcing, selling or realizing any of the securities kept under lien, hypothecated, pledged or mortgaged with it, notwithstanding that any bills or other instruments given by the Borrower(s) in the said account may be in circulation for collection and outstanding.
13. The guarantee hereby given shall not be determinable or taken as satisfied by the Guarantor(s) except on the terms of his/their making full payment upto the limit of his/their guarantee for any then outstanding liabilities or obligations on the said account. The guarantee shall not be affected by his/their death or insanity until the Bank shall have received formal authentic notice in writing thereof.
14. If the Guarantor(s) has/have or shall hereafter take any security from the Borrower(s) in respect of his/their liability under this guarantee, the Guarantor(s) will not prove in the liquidation of the Borrower(s) in respect thereof to the prejudice of the Bank and such security shall stand as security and shall be forthwith deposited with the Bank.
15. So long as any money remains owing under this guarantee, the bank shall have lien on all moneys standing to the credit of guarantor(s) and on any securities or goods in the hands of the bank belonging to any of the Guarantor(s) and the Bank shall be entitle to appropriate/set off/realize to same.
16. The absence of infirmity in the borrowing powers on the part of the Borrower(s) or any irregularity whatsoever in the exercise thereof shall not affect the liability of the Guarantor(s) and any moneys advanced to the Borrower(s) shall be deemed to be due and owing notwithstanding such absence, infirmity or irregularity and this guarantee shall not be affected by any changed in the name or constitution of the Borrower(s). It is further expressly agreed that this guarantee shall remain enforceable against the Guarantor(s) irrespective of the fact whether the contract between the Borrower(s) and his/their creditor is enforceable at law or now. It is also expressly agreed that in case the guarantee given by the Guarantors cannot be enforced or becomes unenforceable at law for any reason whatsoever, the guarantee given hereunder be enforced as an indemnity against the Guarantor(s) and he/they agree(s) and undertake(s)

indemnify and reimburse the Bank for any loss, damages, costs and other charges which the Bank may have to recover the realize from the Borrower(s) in his/their accounts with it.

17. Any notice by the Bank in writing under this guarantee or a demand in writing shall be deemed to have been duly given to the Guarantor(s) by sending the same by post addressed to him/them at the address hereunder written and shall be effectual notwithstanding any change of residence or death and notwithstanding the notice therefore to the Bank and such demand shall be deemed to have been received by the Guarantor(s) 24 hours after the posting thereof and shall be sufficient to prove that the letter containing the demand was properly addressed and posted.
18. The Guarantor(s) agree(s) that a copy of account of the principal debtor(s) contained in the Bank books of account signed by the Manager for the time being of the office at which such accounts shall be kept or any officer of the Bank shall be conclusive evidence against him/them of the account for the time being due to the Bank from the principal debtor(s) in any accounts or other proceedings brought against him/her/their upon this guarantee.
19. The Guarantor(s) hereby agree(s) as a pre-condition of the loan/advance given to the borrower/s by the Bank that in case the borrower/s commit default in the repayment of loan advance or in the repayment of interest thereon or any of the agreed installments of the loan on due date(s) the Bank and / or the Reserve Bank of India will have an unqualified right to disclose the guarantor/s names or the names of his / her/ their company/firm/unit and its respective Directors/partners/ Proprietors as defaulter/s in such manner and through such medium as the Bank or the Reserve Bank of India in their absolute discretion may think fit.
20. The Guarantor(s) understand(s) that as a pre-condition, relating to grant of the loans/ advances/credit facilities to the borrower/s, the creditor bank requires Guarantor(s) consent/s for the disclosure by the Bank of information and data relating to Guarantor(s) of the credit facility availed of/to be availed, by the Borrower/s, obligations assumed/to be assumed, by the Guarantor(s), in relation thereto and default, if any, committed by the Guarantor(s), in discharge thereof.

Accordingly, The Guarantor(s) hereby agree(s) and give consent for the disclosure by the bank of all or any such;

- a) Information and data relating to Guarantor(s);
- b) The information or data relating to guarantee to secure any credit facility availed of/to be availed, by borrower/s and
- c) Default, if any, committed by Guarantor(s), in discharge of his/her/their such obligation, as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd; and any other agency authorized in this behalf by RBI;

Guarantor(s) declare(s) that the information and data furnished by the borrower/s to the Bank are true and correct.

Guarantor(s) undertake(s) that:-

(a) The Credit Information Bureau (India) Ltd; and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and

(b) The Credit Information Bureau (India) Ltd; and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Bank/financial Institutions and other credit grantors or registered user, as may be specified by the Reserve Bank in this behalf.

21. That the Guarantor(s) agree(s) not to induct a person, who has been identified as 'willful defaulter' as per definition given as per RBI directions/guidelines, as a director on its Board. If any defaulter who is a "willful defaulter" as per definition referred to above, is on the Board of Guarantor(s) the Guarantor(s) undertake/s to get him/her removed from its Board. The guarantor(s) agrees(s) to make necessary amendments, if need be, in its regulations to make above requirement as a ground for removal of directors and furnish a copy of regulation as amended, to the bank (applicable in case of Company only)

In witness whereof the Guarantor(s) and the Bank have set their hands hereunto on _____ day _____ 20

Guarantor(s)

1.

Signature _____
Name _____
Occupation _____
Address _____

2.

Signature _____
Name _____
Occupation _____
Address _____

WITNESS:

1. _____
2. _____

For and on behalf of the Bank

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR

IRREVOCABLE LETTER OF AUTHORITY FROM BORROWER AUTHORISING THE EMPLOYER TO REMIT SALARY/INSTALMENT AND OTHER AMOUNT PAYABLE TO THE BANK CUM LETTER OF ACKNOWLEDGEMENT FROM EMPLOYER

To

**REG: _____ LOAN OF Rs. _____ (Rs. _____)
A/C No. _____ SANCTIONED TO ME BY THE JHAJJAR CENTRAL COOPERATIVE BANK
LTD; JHAJJAR BO: _____.**

Dear Sir,

The above loan has been sanctioned to me by The Jhajjar Central Cooperative Bank Ltd., Jhajjar

*I hereby authorize you to remit my salary every month to The Jhajjar Central Cooperative Bank Ltd; Jhajjar, BO: _____ for crediting my account No. _____.

*I hereby authorize you to pay a sum of Rs. _____ (Rs. _____ only) every month from my salary to The Jhajjar Central Cooperative Bank Ltd; Jhajjar, B.O. _____ for credit to my aforesaid loan account No. _____ with them.

I hereby authorize you to remit the amount payable to me by way terminal benefits and gratuity, by reason of my retirement, resignation or discontinuing in the service for any reason, to The Jhajjar Central Cooperative Bank Ltd; Jhajjar, BO: _____ for crediting to my aforesaid loan account No. _____ with them.

This authority is irrevocable until the loan amount mentioned above with interest is paid in full and written consent of the Bank is obtained.

Yours faithfully,

PLACE: _____

ADDRESS _____

DATED: _____

SIGNATURE _____
NAME OF EMPLOYEE _____

*** DELETE WHICHEVER IS NOT APPLICABLE**

We have received the above letter of authority of Sh. _____ and noted for compliance.

(EMPLOYER)

Signature & stamp of the officer authorized to disburse salary and allowance.

PLACE : _____

DATED: _____

Annexure-X

The Branch Manager
The Jhajjar Central Cooperative Bank Ltd;
Jhajjar
B.O. _____

Dear Sir,

HOUSING LOAN TO MEMBER OF OUR COOPERATIVE GROUP HOUSING SOCIETY

SMT./SHRI/KM._____.

This is to confirm that the above named party is a bona fide Registered shareholder of our Society. Smt./Shri/Km. _____ has booked a Dwelling Unit in our _____ (Name of Cooperative Group Housing Society). The Member has opted for Type _____ Flat and the tentative cost of the same is Rs. _____. The member has already paid to the Society Rs. _____ and the balance Rs. _____ is payable in _____ installments (No. of installments).

We confirm that we have obtained necessary permission/approval/ sanction for construction of the said flats from _____. The proposed Dwelling Unit is meant for residential purposes only as per the sanctioned Plan.

We inform you that the said Dwelling Unit as well as the land appurtenant thereto are not subject to any encumbrance/ charge or liability of any kind whatsoever and the entire property is free from all encumbrances.

We have **no objection** in giving of loan by The Jhajjar Central Cooperative Bank Ltd; Jhajjar, to Smt./ Shri/Km. _____ and mortgaging the said Dwelling Unit with you as a security for repayment of the loan so granted.

Thanking you

Yours faithfully,

Place:

Date:

(Authorised Signatory)

i) _____

ii) _____

Annexure-XI

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR

BO: _____

Date: _____

To

Dear Sir/ Madam,

YOUR APPLICATION FOR HOUSING LOAN - SANCTION LETTER

We are pleased to inform that we have sanctioned a Housing Loan of Rs. _____ in your favour for _____ on the undernoted terms & conditions :-

SANCTION TERMS			
Sanctioned Amount			
Rate of Interest			
Type of Interest	i) Fixed Rate of Interest- The Rate of interest will be revised after every two years as per Bank Reset Clause. ii) During the moratorium period, the Rate of Interest will be serviced on monthly basis. iii) After the moratorium period, the Rate of Interest to be charged on monthly compounding basis.		
Margin			
Repayment Tenor			
Number of EMIs			
Repayment to be commenced from			
Amount of EMI			
Processing fee	Rs.	Documentation fee	Rs.
Credit Information Report Charges			
Security	Guarantor(s)		

	Primary
	Collateral
Prepayment Penalty	
Penal Interest, if any	<p>In case of default in repayment of loan/non compliance of terms & conditions the borrower shall be liable to pay penal interest of 3% on the default/ irregular amount over and above the prescribed rate of interest.</p> <p>In case construction of the house is not completed within the _____ months from the date of disbursement of loan or in case the plot/land is sold or mis-utilization of loan amount, penal interest @ 3% over and above the prescribed rate of interest will be charged from the date of disbursement of loan.</p>

2. The above sanction is, however, subject to:

i) Execution of Loan documents as per Banks format & guidelines;

ii) The ROI/EMI is subject to change from time to time;

iii) The above sanction shall be valid for a period of _____ months from the date of issue of _____ the sanction letter.

iv) That any third party liability coming on the Bank due to wrong information/ declaration given by borrower, will be his/her responsibility.

3. Please convey acceptance for having accepted the terms & conditions of the sanction.

For The Jhajjar Central Cooperative Bank Ltd; Jhajjar

Authorized Signatory

Annexure-XII

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR SUPPLEMENTARY AGREEMENT FOR HOUSING LOAN

This supplementary Agreement made at _____ on this _____ Day of _____ 20____ between Shri/Smt./Km. _____ Son/wife/daughter of Shri _____ r/o _____ (hereinafter called the 'borrower' which expression shall unless repugnant to context include his/her heirs, executors, administrators and assigns) of the One Part and The Jhajjar Central Cooperative Bank Ltd; Jhajjar, H.O. Mini Secretariat, Gurugram Road, Jhajjar (Haryana) and amongst other a branch office at _____ (hereinafter called the 'bank' which term shall unless repugnant to context include its successors and assigns) of the Other Part.

Whereas the bank has allowed a housing loan of Rs. _____ (Rupees _____) to the borrower for the purpose of _____ as per terms and conditions agreed to under the Agreement for Housing Loan dated _____ entered into between the bank and the borrower (hereinafter referred to as the 'said Agreement'). The borrower's housing loan account number is _____.

Whereas the borrower had given option of "fixed interest/floating rate" and agreed to pay interest at the rate of _____ % per rate with _____ rests.

*Whereas guidelines regarding charging of interest in housing loan were revised and under the revised guidelines, the borrowers were given the right to change the option from floating rate of interest to the fix rate of interest in their housing loan accounts.

* I/we authorize the Bank to re-set the fix rate at interest already agreed upon after a stipulated interval at two years from the date of execution of document.

Whereas the borrower desires to have the benefit of the revised guidelines to which the Bank has agreed as herein provided.

Now this Agreement witnesseth as follows :-

1. That with effect from _____ (effective date), the existing para No. _____ of the said Agreement shall stand substituted as under :-

2. Conditions relating to interest rate option

2(A) FIXED INTEREST RATE

(i) The borrower/s agree/s to pay interest under the fixed interest rate option at the rate as prescribed and prevailing as on date of this agreement/at the time of exercise of Fixed Interest option.

Provided that the Bank shall have the discretion to change the rest.

(ii) The option of fixed rate of interest exercised by the borrower/s will not be allowed to be changed for a minimum period of two years, unless Bank otherwise agrees, on conditions as prescribed by the Bank.

(iii) The option exercised by the borrower/s shall be the block period of two years as above, unless, the Bank otherwise agrees on conditions as prescribed by the Bank.

(iv) "Interest rate shall be reviewed and re-set on completion of a block of two years. Year of first disbursement, whatever be the month of availment, will be taken as first year and year will cover the period from 1st April to 31st March. As and from 1st April, after completion of every block of two years, the

*(delete if not applicable)

interest rate as re-set will be applied. If there is any delay in revision/re-set of interest, appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, until it is reset, rate as prevailing before will be applied. If interest rate is not re-set in the year when it is due, it shall be open to the Bank to re-set the interest in any subsequent year and in such event, the interest rate as re-set, will be applicable from 1st April of the year in which it is re-set for the remaining years of block of two years. Only Bank has full discretion to fix/prescribe/revise/re-set the rate of interest.

2(B) The borrower/s exercise/s the “fixed interest rate” option and agree/s to pay interest at the rate and rest as prescribed by Bank.

The rate and rest as on date of this agreement is _____% p.a. with _____ rest.

The interest shall be calculated on the daily balance due to the Bank in the Housing loan account and shall be charged monthly so long as the amount due from the borrower/s is not paid in its entirety and the same will form part of the principal and carry interest at the above mentioned rates.

All other terms and conditions as contained in the said Agreement shall continued to remain in full force.

In witness whereof the parties hereto have set their hands on the day, month and year hereinabove mentioned.

Borrower/ s

For The Jhajjar Central Cooperative Bank Ltd; Jhajjar,

(Authorised Signatory)

REVIVAL LETTER

To
The Branch Manager,
The Jhajjar Central Coop. Bank Ltd.,
Branch _____.

(Address)

1.	Name of the Borrower/s <i>(Father's/Husband's name also to be mentioned)</i>	
2.	Name of the Guarantor/s <i>(Father's/Husband's name also to be mentioned)</i>	
3.	Name of the Mortgagor/s <i>(Father's/Husband's name also to be mentioned)</i>	
4.	Full name, designation / capacity of the persons executing the revival for and on behalf of Firm / Company / Trust / Society, etc.	
5.	Name of the documents"	Date

(Refer also all security documents such as hypothecation, Regd. Mortgage, Guarantees etc.)

We hereby acknowledge for the purposes of Section 18 of the Limitation Act, 1963, and any like limitation law in order to preclude any question of limitation law that we are liable to the Bank for the payment of all outstanding with interest, charges and expenses and other monies due and payable by us to the Bank in respect of the credit facilities granted and to be granted or continued under the aforesaid documents or in any other manner and which said documents shall remain in force with all relative securities, agreements and obligations.

Dated the day of20

Borrower/s/Mortgagor/s

We, the Guarantors hereby confirm the above and make similar acknowledgement in respect of our liability under the Guarantee Agreements.

Dated the day of20

Annexure-XIV

Dated :

The Branch Manager,
The Jhajjar Central Cooperative Bank Ltd.,
Branch _____

Annexure-A
Report of Investigation of Title in respect of immovable property

1.	a) Name of Branch office seeking opinion																
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.																
	c) Name of the Borrowers																
2.	a) Name of the unit/concern/company/person offering the property(ies) as security.																
	b) Constitution of the unit /concern /person/ body/authority offering the property for creation of charge.																
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)																
3.	Complete or full description of the immovable property(ies) offered as security including the following details.																
	a) Survey No.																
	b) Door/House No. (in case of house property																
	c) Extent/area including plinth/built up area in case of house property.																
	d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.																
4.	a) Particulars of the documents scrutinized-serially and chronologically.																
	b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.	Original/photocopies															
	<table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Date</th> <th>Name/Nature of the document</th> <th>Original certified copy/certified extract/photocopy etc.</th> <th>In case of copies, whether the original was scrutinized by the Advocate</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sr. No.	Date	Name/Nature of the document	Original certified copy/certified extract/photocopy etc.	In case of copies, whether the original was scrutinized by the Advocate											
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5.	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts alongwith the TIR).	
6.	a) Whether the records of registrar office or revenue authorizes relevant to the property in question are available for verification through any online portal or computer system?	
	b) If such online/computer records are available whether any verification or cross checking are made and the comments/findings in this regard.	
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/district registrar/registrar-general. If so, please name all such offices?	
	c) Whether searches has been made at all the offices named at (b) above?	
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/encumbrances for a period of not less than 30 years is mandatory. (Separate sheets may be used)	
9.	Nature of Title of the intended Mortgagor over the property (whether full ownership rights, Leaseholder	

	Rights, Occupancy/Possessory Rights or inam Holder or Govt. Grantee/Allottee etc.)	
10.	If leaseholder, whether, a) lease Deed is duly stamped and registered	
	b) lessee is permitted to mortgage the Leasehold right	
	c) duration of the Lease/unexpired period of lease.	
	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits for the creation of any superstructure (if applicable)?	
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)	
	f) Right to get renewal of the leasehold rights and nature thereof.	
11.	If Govt. grant/allotment/lease-cum/sale Agreement, whether grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property.	
12.	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available. If occupancy right, whether.	
	a) Such right is heritable and transferable.	
	b) Mortgage can be created.	
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	
14.	If the property has been transferred by way of Gift/settlement Deed, whether	
	a) The Gift/Settlement Deed is duly stamped and registered.	
	b) The Gift/Settlement Deed has been attested by two witnesses.	
	c) The Gift/Settlement Deed transfers the property to Donee.	
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions	
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question.	

	f) Whether the Donee is in possession of the gifted property.	
	g) Whether any life interest is reserved for the Donor of any other person and whether there is a need for any other person to join the creation of mortgage.	
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	
15.	a) In case of partition/family settlement deed, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	
	b) Whether mutation has been affected and whether the mortgagor is in possession and enjoyment of his share.	
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	
	d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/complied with.	
	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	
16.	Whether the title documents include any registered will or unregistered will?	
	a) In case of wills, whether the will is registered will or unregistered will?	
	b) whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	
	c) Whether the property is mutated on the basis of will?	
	d) Whether the original will is available?	
	e) Whether the original death certificate of the testator is available?	
	f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all parties have acted upon the will, etc. which are relevant to rely on the will, availability of Mother/Original title	

	deeds are to be expired).	
17.	a) Whether the property is subject to any wakf rights?	
	b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties?	
	c) Precautions/permissions, if any in respect of the above cases for creation of mortgage?	
18.	a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity whether the major coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	
	b) Please also comment on any other aspect may adversely affect the validity of security in such cases?	
19.	a) Whether the property belongs to any trust or subject to the rights of any trust?	
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	
	c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	
20.	(a) If the property is Agricultural land, whether the laws permit mortgage of Agricultural land and where there are any restrictions for creation/enforcement of mortgage.	
	b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified ensure the validity of the title and right to enforce mortgage?	
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulation, Costal Zone Regulations, Environmental Clearance etc.).	

22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	
23.	(a) Whether the property is involved in or subject of any litigation which is pending or concluded?	
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	
	(c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/making.	
24.	(a) In case of partnership firm, whether the belongs to the firm and the deed is properly.	
	(b) Property belonging to partner, whether thrown on hatch pot? Whether formalities for the same have been completed as per applicable laws?	
	(c) Whether the person(s) creating mortgage authority to create mortgage for and on behalf of firm.	
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Article of Association/provision for common seal etc.	
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	
27.	a) Whether any POA is involved in the chain	
	b) Whether the POA involved is one coupled with interest, Le. a Development Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/ developer and as such is irrevocable as per law.	
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz.	

	Companies/ Firms/ Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/ units (Builder's POA) or (ii) other type of POA (Common P~A).	
	(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/ compared with the original POA.	
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i. Whether the original POA is verified and the title investigation is done on the basis of original POA? ii. Whether the POA is a registered one? iii. Whether the POA is a special or general one? iv. Whether the POA contains a specific authority for execution of title document in question?	
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	
	(g) Please comment on the genuineness of POA?	
	(h) The unequivocal opinion on the enforceability and validity of the POA?	
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	
	(a) Promoter's/Land owner's title to the land/ building;	
	(b) Development Agreement/Power of Attorney;	
	(c) Extent of authority of the Developer/builder;	
	(d) Independent title verification of the Land and/or building in question;	
	(e) Agreement for sale (duly registered);	

	(f) Payment of proper stamp duty;	
	(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	
	(h) Approval of building plan, permission of appropriate/local authority, etc.;	
	(i) Conveyance in favour of Society/ Condominium concerned;	
	j) Occupancy Certificate/allotment letter/letter of possession;	
	(k) Membership details in the Society etc.;	
	l) Share Certificates;	
	(m) No Objection Letter from the Society;	
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations; Co- operative Societies' Laws etc.;	
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	
	(q) Whether the numbering pattern of the units/ flats tally in all documents such as approved plan, agreement plan, etc.	
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon.	
	(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	
34.	Details of RTC extracts /mutation extracts/Khata extracts pertaining to the property in question.	
35.	Whether the name of mortgagor is reflected as owner in the revenue/ Municipal Nillage records?	

36.	(a) Whether the property offered as security is clearly demarcated?	
	(b) Whether the demarcation/ partition of the property is legally valid?	
	(c) Whether the property has clear access as per documents?	
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	
	(a) Document in relation to electricity connection; {b) Document in relation to water connection;	
	(c) Document in relation to Sales Tax Registration, if any applicable;	
	(d) Other utility bills, if any.	
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (if the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural	

	persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	
44.	Additional aspects relevant for investigation of title as per local laws.	
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	

Annexure - B: Certificate of title

1. I have examined the revenue record related to the schedule property to be offered as security by way of **Equitable Mortgage** and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and the said Equitable Mortgage to be created on the production of original title deed will satisfy the requirements of creation of Equitable Mortgage and I further certify that:
2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure-A and the other relevant factors.
3. I confirm having made a search in the office of Sub Registrar _____ and Patwari. I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable/responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records related to Title Deeds, I hereby certify the genuineness of the Title Deeds.
5. There is no prior Mortgage/Charge/Encumbrance whatsoever, as could be seen from the record of Patwari pertaining to the Immovable Property.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank.
Not applicable
7. Minor(s) and his/ their interest in the property.
No share of Minor is involved.
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrowers/Mortgagors, Sh./Smt. _____ S/O, W/O, D/O _____ after the execution of sale Deed in his/her favour.
9. I certify that Sh/Smt _____ has absolute, clear and Marketable _____ title _____ over the Schedule property. I further certify that a valid mortgage be enforceable after the execution of sale Deed in favour of Borrower.
10. In case of creation of Mortgage by Deposit of title deeds, I certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:

1. Original Agreement to sell executed between Sh./Smt. _____ with Sh./Smt. _____ S/o _____ W/O, _____ D/O _____ Sh. _____
2. Original Latest Jamabandis for the year _____ in respect of the property in question.
3. Original Latest Non Encumbrance Certificate issued by Sub-Registrar, _____ in respect of the property in question.
4. Photocopy of Approved Site Plan.
5. Photocopy of Sale Deed dated _____ bearing vasika No. _____ executed by Sh./Smt. _____ in respect of the land measuring _____ Kanal _____ Marla (Plot No. _____) in favour of Sh/Smt. _____.
6. Original Sale Deed as would be executed by Sh.Smt. _____ in respect of the property measuring _____ Kanal _____ Marla in favour of Sh./Smt. _____ S/o _____ W/O _____ D/O Sh. _____.
7. Original Mutation as would be sanctioned in favour of Sh./Smt. _____ S/o, W/O, D/O Sh. _____.
8. Original Latest Jamabandi duly showing the mortgage of The Jhajjar Central Cooperative Bank Ltd; Jhajjar

11. There are no legal impediments for creation of the Mortgage under any applicable law/Rules in force.

SCHEDULE OF THE PROPERTY (IES)

Plot No. _____, _____ Floor, measuring _____ Kanal _____ Marla (_____ Sq.Ft), comprised under _____ Khewat/Khatoni _____ No. _____ bearing _____ Khasra No. _____ Kitte _____, total land is _____ 2 Kanal _____ Marla share to extent of _____ i.e. _____ Kanal _____ Marla, situated at _____.

Place: Jhajjar

(Name & signature of Advocate with seal)

Dated _____

Annexure-XV

Balance & Security Confirmation from Borrower(s)

The Branch Manager,
The Jhajjar Central Cooperative Bank Ltd., Jhajjar
Branch _____.

Sir/Madam,

Name of borrower(s) _____

My/our loan account(s) _____

I/we hereby confirm, acknowledge and admit the correctness of the debit balance due to the bank in the following loan accounts :-

Sr. No.	Nature of loan facility/Name of loan account	Debit balance outstanding as on _____	Rate of interest per annum with _____ rests as on date of outstanding.	Security
1.				
2.				
3.				
4.				
5.				

I/we also confirm that the undermentioned loaning documents were executed by me/us in consideration of the loan facility(s) and hereby also confirm having used/utilized and availed the loan/credit facility(s) disbursed/allowed/granted to me/us by the bank.

Sr. No.	List of document(s)	Date of document(s)
1.		
2.		
3.		
4.		
5.		

I/we further confirm and acknowledge having received the statement of account(s) and details of interest/and other charges, charged by the bank in the credit facilities/loan account(s) upto the date of debit balance outstanding as on _____. I/We confirm that I/We have gone through and checked the complete statement of account(s) of the above mentioned loan account(s) received upto the date of debit balance mentioned above. I/We shall not

challenge or question or dispute the correctness of the said figure(s)/amount(s) and shall also not insist/and or demand for production of and statement of account(s) and/or books of accounts/and/or any voucher(s), in respect of above mentioned loan facility(ies) upto the date of debit balance outstanding as on _____ later on, in any litigation related to/or based on above mentioned loan account(s)/facility(ies) before any Tribunal/Court/authority for the time being in force.

*Applicable in case of Companies/Trusts

*This letter of acknowledgement and confirmation of debit balance/sum due/outstanding on behalf of the company is given in pursuance to the resolution passed by the Board of Directors of the company in their meeting held on _____(Date). The copy of said resolution duly certified to be true and correct, is submitted herewith/already submitted to the bank. The liability and obligation of the company and other executants hereto continues under all the loaning documents including guarantee(s), executed shall be in force and binding for the loan/credit facility(ies).

Signature (Across the revenue stamp)

Name(s) _____

Address(es) _____

Place _____

Date _____

Annexure to Balance & Security Confirmation

Copy of the resolution passed by the Board of Directors of _____ in their meeting held at _____ a.m./p.m.at _____ on _____ resolved that Shri _____ & Shri _____ be and are hereby jointly or severally authorized to confirm, acknowledge and admit the company's indebtedness and debit balance to The Jhajjar Central Cooperative Bank Ltd., Jhajjar as under, which is being confirmed and acknowledged on the basis of statement of account(s) received from the bank and has been checked and found correct for all the entries therein and the details of interest and other charges charged & debited by the bank in credit facilities/loan account(s).

The company has received the statement of account(s) pertaining to the undernoted loan facilities and the same is/are thoroughly checked and the same is/are correct and accurate.

Sr. No.	Nature of loan facility/Name of loan account	Outstanding as on _____	Rate of interest with _____ rests.	Security
1.				
2.				
3.				
4.				
5.				

Other securities, if any :-

Sr. No.	List of document(s)	Date of document(s)
1.		
2.		
3.		
4.		
5.		

Further resolved that Shri _____ & Shri _____ be and are hereby jointly or severally authorized, empowered and competent to admit and confirm on behalf of the company that all the above loaning/security documents executed by/on behalf of the company in respect of loan facility (ies) credit facility(ies) enjoyed/availed from The Jhajjar Central Cooperative Bank Ltd; Jhajjar and such loaning document(s) are valid, legal,

in full force and binding against the company and the company shall not challenge or question or dispute the correctness of the said figure(s)/amount(s) and shall also not insist/and or demand for production of any statement of account(s) and/or books of accounts/and/or any voucher(s) related to the same.

Resolved that a certified copy of the said resolution be forwarded to The Jhajjar Central Cooperative Bank Ltd; Jhajjar, Branch Office _____.

Certified true copy

Chairman/Secretary
(Authorised Signatory)

Annexure-XVI

Balance & Security Confirmation from Guarantor(s)

**Space for affixing
Stamp Duty**

The Branch Manager,
The Jhajjar Central Cooperative Bank Ltd.,Jhajjar
Branch _____

Sir/Madam,

Name of borrower(s) _____

My/our loan account(s) _____

I/we hereby confirm, acknowledge and admit the correctness of the debit balance due to the bank in the following loan accounts :-

Sr. No.	Nature of loan facility/Name of loan account	Debit balance outstanding as on _____	Rate of interest per annum with _____ rests as on date of outstanding.	Security
1.				
2.				
3.				
4.				
5.				

Details of other securities, if any :-

I/we further confirm and acknowledge having received the statement of account(s) in the above mentioned account(s) of the borrower(s) and details of interest/and other charges, charged by the bank in the credit facilities/loan account(s) upto the date of debit balance outstanding as on _____. I/We confirm that I/We have gone through and checked the complete statement of account(s) of the above mentioned loan account(s) received upto the date of debit balance above mentioned loan account(s) of the borrower(s). I/We shall not

challenge or question or dispute the correctness of the said figure(s)/amount(s) and shall also not insist/and or demand for production of and statement of account(s) and/or books of accounts/and/or any voucher(s), in respect of above mentioned loan facility(ies) upto the date of debit balance outstanding as on _____ later on, in any litigation related to/or based on above mentioned loan account(s)/facility(ies) before any Tribunal/Court/authority for the time being in force.

*Applicable in case of Companies/Trusts

*This letter of acknowledgement and confirmation of debit balance/sum due/outstanding on behalf of the company is given in pursuance to the resolution passed by the Board of Directors of the company in their meeting held on _____(Date). The copy of said resolution duly certified to be true and correct, is submitted herewith/already submitted to the bank. The liability and obligation of the company and other executants hereto continues under all the documents including guarantee(s), executed shall be in force and binding for the loan/credit facility(ies).

Signature (Across the revenue stamp)

Name(s) _____

Address(es) _____

Place _____

Date _____

Annexure to Balance & Security Confirmation to be obtained from Guarantor

Copy of the resolution passed by the Board of Directors of _____ in their meeting held at _____ a.m./p.m. at _____ on _____.

The company has received the statement of account(s) pertaining to the undernoted loan facilities and the same is/are thoroughly checked and the same is/are correct and accurate.

Resolved that Shri _____ & Shri _____ be and are hereby jointly or severally authorized to confirm, acknowledge and admit the debit balance confirmation and acknowledgement of debit balance to The Jhajjar Central Cooperative Bank Ltd., Jhajjar, Branch Office _____, as under, which is being confirmed and acknowledged on the basis of statement of account(s) received in the account(s) Shri/Smt./M/S _____ (Name of the Borrower) from the bank and has checked and found correct for all the entries therein and the details of interest and other charges charged & debited by the bank in credit facilities/loan account(s).

Sr. No.	Nature of loan facility/Name of loan account	Outstanding as on _____	Rate of interest with _____ quarterly rests.	Security
1.				
2.				
3.				
4.				
5.				

Other securities, if any :-

Further resolved that Shri _____ & Shri _____ be and are hereby jointly or severally authorized, empowered and competent to admit, confirm and acknowledge the document(s) executed by/on behalf of the company as Guarantor in the loan account of Shri/Smt./M/S _____ (Name of the borrower) and that the document(s) are valid, legal in full force and binding against the company and the company shall not challenge or question or dispute the correctness of the said figure(s)/amount(s) and shall also not insist/and or demand for production of any statement of account(s) and/or books of accounts/and/or any voucher(s) related to the same.

Resolved that a certified copy of the said resolution be forwarded to The Jhajjar Central Cooperative Bank Ltd., Jhajjar, Branch Office _____ for their records.

Certified true copy

Chairman/Secretary

(Authorised Signatory)

Annexure-XVII(i)

Place :

Date :

The Branch Manager,
The Jhajjar Central Cooperative Bank Ltd., Jhajjar
Branch _____.

Dear Sir,

Account _____

I/We write to confirm that I/we _____ called on you in your office on _____ (date) and as agreed deposited with your Bank the original title deeds specified in Schedule-'A' hereunder concerning the property belonging to me/us free from encumbrances with intent to create security by way of equitable mortgage in respect of land/property, more fully described in Schedule-'B' together with all buildings, super structure, plant and machinery, constructed and/or to be constructed, installed and/or to be installed and all accretions thereto to secure the repayment of all liabilities/advances already made or which may hereafter be made by the Bank at my/our request to Sh./Smt. _____ (Name of the borrower) under/in respect of any of the following limits/loans and interest, costs and other charges payable in terms of loaning documents executed by the borrower :

Sr. No.	Nature of limit/loan	Amount of limit/loan

I/we agree to execute in your favour Registered mortgage at my/our cost in a form acceptable to you whenever called upon to do so.

I/we further declare that the documents deposited with the Bank are the documents that are in our possession and custody.

Please acknowledge receipt.

Schedule-A

List of Documents of Title

Schedule-B

Description of Property

(Signature of the Mortgagor)

Name _____

Address _____

Annexure-XVII(ii)

Place :

Date :

The Branch Manager,
The Jhajjar Central Cooperative Bank Ltd., Jhajjar
Branch _____.

Dear Sir,

Account in the name of _____

On _____, I/we deposited with you in your office the original title deeds of my/our property with intent to create equitable mortgage of the same as security to secure all liabilities/advances under/in respect of the following limits allowed at my/our request to Mr./Ms. _____ (name of the borrower) and interest, cost and other charges :

Sr. No.	Nature of limit/loan	Amount of limit/loan

The Bank has now sanctioned additional/enhanced limits as under :

1. _____
2. _____
3. _____

I/we agree confirm that the Bank shall also keep hold and continue to keep and hold the said title deeds already deposited with the Bank as security in the form of equitable mortgage of the property covered thereby _____ (description of property) by constructive delivery to secure all liabilities/advances under/in respect of the additional/enhance limits and interests, costs and other charges payable in terms of loaning documents executed by the borrowers.

Yours faithfully,

Signature of Mortgagor

Name _____

Address _____

Annexure-XVII(iii)

This letter should be taken where Equitable Mortgage has to be created by the same Mortgagor in the account of another Borrower in respect of the property already mortgaged in an existing account.

Place _____

Date : _____

The Branch Manager,
The Jhajjar Central Cooperative Bank Ltd; Jhajjar
Branch _____.

I/we write to confirm that on _____ (date of deposit of title deeds)

I/we deposited the original Title Deeds with intent to create security by way of equitable mortgage for the following limits/loans in the account of Sh./Smt./Ms. _____.

Sr. No.	Nature of limit/loan	Amount of limit/loan

Now, the Bank has at my/our request sanctioned the following credit limits in favour of Sh./Smt./Ms. _____ (Name of the other Borrower).

Sr. No.	Nature of limit/loan	Amount of limit/loan

I/we agree and confirm that the Bank will also keep and hold and continue to keep and hold the said original Title Deeds of my/our property so as to create security of Equitable Mortgage by constructive delivery to secure all liabilities/advances under/in respect of the aforesaid limits and interest, costs and charges payable in respect of loaning documents executed by the borrower.

Yours faithfully,

(Signature of Mortgagor)

Name _____

Address _____

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	16 Yr	17 Yr	18 Yr	19 Yr	20 Yr	21 Yr	22 Yr	23 Yr	24 Yr	25 Yr	25 Yr	26 Yr	27 Yr	28 Yr	29 Yr	30 Yr
0	811	783	758	736	716	699	683	669	656	644	634	624	615	607	600	
5	825	797	772	750	731	714	698	684	671	660	649	640	631	623	616	
0	839	811	787	765	746	728	713	699	687	675	665	656	647	639	632	
5	853	825	801	779	760	743	728	714	702	691	681	672	663	656	649	
0	867	840	816	794	775	758	743	730	718	707	697	688	680	672	665	
5	881	854	830	809	790	774	759	746	734	723	713	704	696	689	682	
0	896	869	845	824	806	789	775	761	750	739	729	721	713	706	699	
5	910	883	860	839	821	805	790	777	766	755	746	737	730	723	716	
0	925	898	875	855	836	820	806	793	782	772	763	754	747	740	734	
5	940	913	890	870	852	836	822	810	798	788	779	771	764	757	751	
0	954	928	905	885	868	852	838	826	815	805	796	788	781	775	769	
5	969	943	921	901	884	868	855	843	832	822	813	806	799	792	787	
0	985	959	936	917	900	885	871	859	849	839	831	823	816	810	805	
5	1000	974	952	933	916	901	888	876	866	856	848	841	834	828	823	
0	1015	990	968	949	932	917	904	893	883	874	866	858	852	846	841	
5	1030	1005	984	965	949	934	921	910	900	891	883	876	870	864	859	
0	1046	1021	1000	981	965	951	938	927	917	909	901	894	888	882	878	
5	1062	1037	1016	998	982	968	955	944	935	926	919	912	906	901	896	
0	1077	1053	1032	1014	998	985	973	962	952	944	937	930	925	919	915	
5	1093	1069	1049	1031	1015	1002	990	979	970	962	955	949	943	938	933	
0	1109	1085	1065	1047	1032	1019	1007	997	988	980	973	967	961	957	952	
5	1125	1102	1082	1064	1049	1036	1025	1015	1006	998	991	985	980	975	971	
0	1141	1118	1098	1081	1066	1054	1042	1033	1024	1016	1010	1004	999	994	990	
5	1157	1135	1115	1098	1084	1071	1060	1051	1042	1035	1028	1023	1018	1013	1009	
0	1174	1151	1132	1115	1101	1089	1078	1069	1060	1053	1047	1041	1037	1032	1029	
5	1190	1168	1149	1133	1119	1106	1096	1087	1079	1072	1066	1060	1056	1052	1048	
0	1207	1185	1166	1150	1136	1124	1114	1105	1097	1090	1084	1079	1075	1071	1067	
5	1223	1202	1183	1167	1154	1142	1132	1123	1116	1109	1103	1098	1094	1090	1087	
0	1240	1219	1200	1185	1172	1160	1150	1142	1134	1128	1122	1117	1113	1109	1106	
5	1257	1236	1218	1203	1189	1178	1169	1160	1153	1147	1141	1137	1132	1129	1126	
0	1274	1253	1235	1220	1207	1196	1187	1179	1172	1166	1160	1156	1152	1148	1145	
5	1291	1270	1253	1238	1225	1215	1205	1197	1191	1185	1180	1175	1171	1168	1165	
0	1308	1287	1270	1256	1244	1233	1224	1216	1210	1204	1199	1195	1191	1188	1185	

13,40,00,000/-

Tenor → / F.O.R. ↓	1 Yr	2 Yr	3 Yr	4 Yr	5 Yr	6 Yr	7 Yr	8 Yr	9 Yr	10 Yr	11 Yr	12 Yr	13 Yr	14 Yr	15 Yr
6.00	8507	4432	3042	2349	1933	1657	1461	1314	1201	1110	1037	976	925	881	844
6.25	8618	4443	3054	2360	1945	1669	1473	1326	1213	1123	1049	989	938	895	857
6.50	8630	4455	3065	2371	1957	1681	1485	1339	1225	1135	1062	1002	951	908	871
6.75	8641	4466	3076	2383	1968	1693	1497	1351	1238	1148	1075	1015	965	922	885
7.00	8653	4477	3088	2395	1980	1705	1509	1363	1251	1161	1088	1028	978	935	899
7.25	8664	4489	3099	2406	1992	1717	1522	1376	1263	1174	1102	1042	992	949	913
7.50	8676	4500	3111	2418	2004	1729	1534	1388	1276	1187	1115	1055	1005	963	927
7.75	8687	4511	3122	2430	2016	1741	1546	1401	1289	1200	1128	1069	1019	977	941
8.00	8699	4523	3134	2441	2028	1753	1559	1414	1302	1213	1142	1082	1033	991	956
8.25	8710	4534	3145	2453	2040	1766	1571	1426	1315	1227	1155	1096	1047	1006	970
8.50	8722	4546	3157	2465	2052	1778	1584	1439	1328	1240	1169	1110	1061	1020	985
8.75	8734	4557	3168	2477	2064	1790	1596	1452	1341	1253	1182	1124	1075	1034	999
9.00	8745	4568	3180	2489	2076	1803	1609	1465	1354	1267	1196	1138	1090	1049	1014
9.25	8757	4580	3192	2500	2088	1815	1622	1478	1368	1280	1210	1152	1104	1064	1029
9.50	8768	4591	3203	2512	2100	1827	1634	1491	1381	1294	1224	1166	1119	1078	1044
9.75	8780	4603	3215	2524	2112	1840	1647	1504	1394	1308	1238	1181	1133	1093	1059
10.00	8792	4614	3227	2536	2125	1853	1660	1517	1408	1322	1252	1195	1148	1108	1075
10.25	8803	4626	3238	2548	2137	1865	1673	1531	1421	1335	1266	1210	1163	1123	1090
10.50	8815	4638	3250	2560	2149	1878	1686	1544	1435	1349	1280	1224	1178	1138	1105
10.75	8827	4649	3262	2572	2162	1891	1699	1557	1449	1363	1295	1239	1192	1154	1121
11.00	8838	4661	3274	2585	2174	1903	1712	1571	1463	1378	1309	1254	1208	1169	1137
11.25	8850	4672	3286	2597	2187	1916	1725	1584	1476	1392	1324	1268	1223	1185	1152
11.50	8862	4684	3298	2609	2199	1929	1739	1598	1490	1406	1338	1283	1238	1200	1168
11.75	8873	4696	3310	2621	2212	1942	1752	1612	1504	1420	1353	1298	1253	1216	1184
12.00	8885	4707	3321	2633	2224	1955	1765	1625	1518	1435	1368	1313	1269	1231	1200
12.25	8897	4719	3333	2646	2237	1968	1779	1639	1533	1449	1383	1329	1284	1247	1216
12.50	8908	4731	3345	2658	2250	1981	1792	1653	1547	1464	1398	1344	1300	1263	1233
12.75	8920	4742	3357	2670	2263	1994	1806	1667	1561	1478	1413	1359	1315	1279	1249
13.00	8932	4754	3369	2683	2275	2007	1819	1681	1575	1493	1428	1375	1331	1295	1265
13.25	8943	4766	3381	2695	2288	2021	1833	1695	1590	1508	1443	1390	1347	1311	1282
13.50	8955	4778	3394	2708	2301	2034	1846	1709	1604	1523	1458	1406	1363	1328	1298
13.75	8967	4789	3406	2720	2314	2047	1860	1723	1619	1538	1473	1421	1379	1344	1315
14.00	8979	4801	3418	2733	2327	2061	1874	1737	1633	1553	1489	1437	1395	1360	1332

11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR

Education Loan Scheme for pursuing Higher Education in India

1. Objective:

The Education Loan Scheme aims at providing financial support to students for pursuing higher education in India. The main emphasis is that a meritorious student, though poor, is provided with an opportunity to pursue education with the financial support from the banking system with affordable terms and conditions.

2. Eligibility Criteria:

2 (i) Student eligibility:

a) Should be an Indian National.

b) Should have secured admission to a higher education course in recognized institutions in India through Entrance Test / Merit Based Selection process after completion of HSC (10 plus 2 or equivalent).

2.(ii)Courses Eligible:

i) Approved courses leading to Graduate / Post Graduate degree and PG Diplomas conducted by recognized colleges / universities recognized by UGC / Govt. / AICTE / AIBMS / ICMR etc.

ii) Courses like ICWA, CA, CFA etc.

iii) Courses conducted by IIMs, IITs, IISc, XLRI. NIFT, NID etc.

iv) Regular Degree / Diploma courses like Aeronautical, pilot training, shipping, Nursing or any other discipline approved by Director General of Civil Aviation / Shipping / Indian Nursing Council or any other regulatory body as the case may be, if the course is pursued in India.

v) Approved courses offered in India by reputed foreign universities.

vi) General Manager/C.E.O may consider financing following courses where placement record gives confidence about employability:

a) For studying part-time job oriented courses (evening classes or otherwise), which are approved / recognized by the regulatory body / authority.

2.(iii) Expenses considered for loan:

i) Fee payable to college / school / hostel.*

ii) Examination / Library / Laboratory fee.

iii) Insurance premium for student borrower, if applicable.

iv) Caution deposit, Building fund / refundable deposit supported by Institution bills / receipts. **

v) Purchase of books / equipments / instruments / uniforms.***

vi) Purchase of computer at reasonable cost, if required for completion of the course.***

vii) Any other expense required to complete the course - like study tours, project work, thesis, etc.***

*Lodging and boarding charges be considered in case the student chooses / is required to opt for outside accommodation. However, these charges should not exceed the charges stipulated by the respective college / University for the accommodation / hostel facilities provided by them. In case, no such facility is provided by the college / educational institute, the charges being levied by other colleges / educational institutes in the area shall be applicable. However, in cases where these facilities are not being provided by any educational institutes in the area where the respective institute is situated, sanctioning authority to take a decision in the matter after taking a realistic view regarding expenses on boarding / lodging based on local enquiries / market reports etc., which shall also form a part of appraisal note.

Reimbursement of expenses incurred by student borrower towards lodging and boarding charges, in case they opt for outside accommodation other than that provided by College / University, be allowed on the basis of self declaration of the students borrower in having incurred these expenses to the extent the amount was taken into consideration at the time of sanction of loan.

** These expenses could be considered subject to the condition that the amount does not exceed 10% of the total tuition fees for the entire course.

*** It is likely that expenditure under Item Nos. vi & vii above may not be available in the schedule of fees and charges prescribed by the college authorities. Therefore, a realistic assessment may be made of the requirement under these heads. However, the maximum expenses included under vi & vii may be capped at 20% of the total tuition fees payable for completion of the course.

3. Quantum of Finance - Maximum Rs.15 lakhs

Need Based Finance to meet the expenses as per Para-2(iii) above be considered (taking into account the prescribed Margin).

4. Re - imbursement of fees:

Reimbursement of tuition fee paid before release of advance Branch Manager is permitted to reimburse the fees paid by the student / guardian at the time of admission or subsequent stages within six months from the date of payment of fees on individual merits of the case. The reimbursement will, however, be within the sanctioned limit and subject to production of proper receipt / documentary evidence or proof of payment to the satisfaction of the bank.

5. Margin:

Up to Rs. 5 lakhs - 10%

Above Rs. 5 lakhs - 20%

- Margin may be brought -in on year-to-year basis as and when disbursements are made on a pro-rata basis.

6. Security:

A. For public:

i) Upto Rs. 5 lakhs:

Parent(s) / guardian be made joint borrower(s). Obtain one 3rd party guarantee. No tangible security.

ii) Above Rs.5 lakhs:

Parent(s) / guardian be made joint borrower(s) and obtain Tangible collateral security of suitable value i.e. minimum 1 ½ times of loan amount.

B. For DCCB, JHAJJAR & HARCO BANK Employees:

Parent(s) / guardian be made joint borrower(s). No security.

Note: -

i) Assignment of future income of the student for payment of installments to be taken in all the cases.

ii) The loan documents should be executed by the student and the parent / guardian as joint-borrower. However, Sanctioning Authority to consider joint-borrower (other than parent / guardian acceptable to the Bank, in case of adverse credit history of the parent / guardian of the student borrower.

iii) The security can be in the form of land / building, NSC, KVP, life policy, bank deposit in the name of student / parent / guardian / any other 3rd party or any other tangible security acceptable to the bank with suitable margin.

iv) In case of Immoveable Property(s) being offered as Collateral Securities for sanction of Education Loan Sanctioning authorities must ensure enforceability of SARFAESI Act on such securities.

7. RATE OF INTEREST – Fix rate @ 12% p.a.

However it is to be ensured that:

i) The accrued interest during the repayment holiday / moratorium period will be recovered on monthly basis.

ii) Rebate of @ 1% in ROI is permitted to girl child/women beneficiaries.

iii) The rate of interest to children of DCCB, JHAJJAR &Harcobank's Employees where employee is either co-borrower or guarantor shall continue as per repayment schedule even after the employee retires provided the loan has been availed during the service period of the employee. This will be applicable for employees who retire under Voluntary Retirement Scheme but not to those employees who resign from the service of the Bank.

iv) **Interest switch over option** :- The interest switch over option can be exercised by borrowers only once during the currency of loan on any occasion, when they feel that the current prevailing rate of interest of Education loan in their favour as compared to interest actually applied in their account. They may exercise the interest switch over option subject to paying one time fee as under

Particulars	Switch over option fee (payable one time)
Education loan	0.50% of outstanding as on the date of switch over
Note: The Staff members availing loans for self and dependent children shall be exempted for paying above-said switch-over fee.	

8. PENAL INTEREST:

@ 3% p.a. on default amount over and above the normal rate of interest after 30 days.

9. PROCESSING FEES: - NIL -

10. Documentation Charges:

For Public

- I) Upto Rs. 5 lakh- Rs.250/- plus taxes if any,
- II) Above Rs.5 lakhs Rs.500/- plus taxes if any.

For Staff - NIL-

11. PRE - PAYMENT CHARGES : - NIL -

12. LATE PAYMENT CHARGES :

- c) Late payment charges Rs. 250/- (Plus taxes if any) after 30 days
- d) Cheque bounce charges Rs. 250/- (Plus taxes if any) per cheque.

(Also applicable to DCCB, JHAJJAR & Harcobank staff)

13. Disbursement:

Education loan is to be disbursed in the shape of Term Loan. The amount of loan be disbursed in stages as per requirements / demand, directly to the institutions (Preferably through electronic channel wherever facility of such remittance is available) / vendors of the books / equipments / instruments to the extent possible as per terms of sanction (in case of purchase of stationery and books, amount may be disbursed / reimbursed by crediting his / her Savings account, on declaration by the applicant and production of bills).

14. Repayment:

- i) Repayment of the loan will be in equated monthly installments (EMIs) for a period of 15 years.
- ii) Repayment Holiday / Moratorium: Course period + 1 year. (Branch Manager may permit to extension in moratorium period up to maximum two years in deserving cases with the permission of General Manager/ C.E.O).
- iii) If the student is not able to complete the course within the scheduled time for reasons beyond his control, Sanctioning Authority may at his discretion, consider such extension of time for completion of course as may be deemed necessary to complete the course up to maximum period of 2 years.

In case the student discontinues the course midway, appropriate repayment schedule be worked out in consultation with the student / parent subject to full and final repayment of loan by the borrower(s) within the original repayment tenor / period.

15. Extension in Repayment Period:

- i) Existing Education Loan borrowers, who had availed Education Loan with a repayment period upto 4 years shall have the opportunity of getting the repayment period extended upto 15 years, as the case may be, and the same shall not be treated as restructuring.
- ii) The powers for allowing such extension in repayment period under Education Loan Scheme to the existing Education Loan borrowers have been vested with General Manager/ C.E.O.

ALL INCUMBANTS TO ENSURE THAT

- i) Extension, if any, in 'repayment period' is (a) need based; and (b) is allowed only after taking into account the repaying capacity of the borrowers;
- ii) Extension is allowed only in Education Loan accounts, which are 'standard' in the books of Bank as on the date of allowing such extension;
- iii) Such Extension in Repayment Period is not allowed with retrospective effect;
- iv) Total Repayment Period (i.e. before and after allowing such extension) not to exceed the maximum permissible 'Repayment Period' allowed under the Scheme;
- v) Obtain request for extension in Repayment period from the borrower.
- vi) Following documents be obtained at the time of allowing such extension in repayment period:
 - 1. Supplementary Agreement (in case of student borrower being 'Major')-
 - 2. Supplementary Agreement (in case of student borrower being 'Minor')-
 - 3. Consent of Guarantor (wherever applicable).

16. Sanction of Loan to more than one child from the same family:

Existence of an earlier education loan to the brother(s) and / or sister(s) will not affect the eligibility of another student from the same family obtaining education loan as per Education Loan Scheme of Harcobank. In other words, any number of applicants belonging to the same family may be sanctioned loans upto Rs.15.00 lakhs individually.

For education loan to children of DCCB, JHAJJAR & Harcobank Employees, where employee is either co-borrower or guarantor, any number of applicants belonging to the same staff member may be sanctioned loans upto Rs.15.00 lakhs individually.

17. Minimum Age:

There is no specific restriction with regard to the age of the student to be eligible for education loan.

18. Change of Address :

In order to safeguard bank's interest, the permanent address of the student borrower be captured besides obtaining his / her present address in the loan application form and the same shall also be got confirmed from the records available at the educational institution concerned.

19. Joint Borrower:

Joint borrower should be parent(s) / guardian of the student borrower. In case of married person, joint borrower can be spouse or the parent(s) / parent(s)-in-law. In case parents are not alive, grandparent(s) be taken as joint borrower. Further, Sanctioning Authority may consider joint borrower (other than parent / guardian), acceptable to the Bank, in case of adverse credit history of the parent / guardian of the student borrower.

20. Documentation:

- i) Loan Application (Annexure-I).
- ii) Sanction Letter (Annexure-II)
- iii) In case the student is Minor - Agreement duly stamped (Annexure-III).
- iv) In case the student is Major - Agreement duly stamped (Annexure-IV).
- v) Supplementary Agreement for Extension in Repayment period for Minor Student (Annexure-V).
- vi) Supplementary Agreement for Extension in Repayment period for Major Student (Annexure-VI).
- vii) Agreement of Guarantee (Annexure-VII)
- viii) Revival Letter (Annexure-VIII)
- ix) Balance & Security Confirmation from Borrower/s (Annexure-IX)
- x) Balance & Security Confirmation from Guarantor/s (Annexure-X)
- xi) Supplementary Agreement for change of Intt. Rate Option (Annexure-XI)
- xii) Investigation Report of Title in respect of immovable property (Annex.-XII)
- xiii) On attaining majority, confirmation from student be obtained.
- xiv) In case Collateral Security is taken in the shape of Mortgage of Immovable Property - equitable charge to be created on it.

21. Illustrative Check List:

- i) Loan application on Bank's format.
- ii) Passport size photograph.
- iii) Proof of Address.
- iv) Proof of Age.
- v) Copy of PAN of student Borrower*.
- vi) Proof of having cleared last qualifying examination.

- vii) Letter of admission.
- viii) Prospectus of the course wherein charges like Admission Fee, Examination Fee, Hostel Charges etc. are mentioned.
- ix) Details of Assets & Liabilities of parents / co-obligants / guarantors.
- x) In case loan is to be collaterally secured by mortgage of Immovable Property, copy of Title Deed, Valuation Certificate and Non-encumbrance Certificate from approved Lawyer of the Bank be obtained at the cost of the borrower.
- xi) A declaration / an Affidavit confirming that no similar nature loans are availed from other Banks may be obtained.
- xii) Any other document / information, depending upon the case and purpose of the loan.

**If PAN is not available at the time of sanction, the same be obtained later on.*

Annexure-I

The Jhajjar Central Coop. Bank Ltd., Jhajjar

APPLICATION FORM FOR TERM LOAN FOR PURSUING HIGHER EDUCATION

Branch Office _____

Date of Application _____

Part-I Student Applicant's information					
1. Applicant's Name	Last	First	Middle		
2. Father/Husband/Guardian's Name					
3.(a) Present Residential Address*	_____				Recent Self Attested Photograph of the applicant
	City/Location	_____			
District	_____				
Pin Code	_____	Country	_____		
(b) Permanent Residential Address*	_____				
	City/Location	_____			
	District	_____			
	Pin Code	_____	Country	_____	
4A. Email id				4B. Mobile	
5. Telephone No. (with STD Code) :					
6(a) Income Tax Pan No.* , if applicable					
6(b) Aadhar No.*					
© (i) Voter ID No.*					
(ii) Passport No.*					
(iii) Driving Licence No.* (Any one of these)					
7. a) Nationality					
b) Age	_____Yrs._____months	c) Date of Birth (dd/mm/yyyy)*			
d) Gender (Please tick)	Male		Female		
e) Is Student Married (Please tick)	Married		Unmarried		Other
f) If married Name of spouse and occupation					
8. What the Student is doing : i) at present					
ii) Past experience, if any					
9. Income from all sources (Amt.in Rupees)					
10. Educational Qualifications from Class 10 th to uptodate					
Examination	Board/Institutions/University	Year of passing	Percentage of marks	Attempts made	Class/Division/Grade
11. Particulars of Scholarships/Prizes won for academic distinction, if any					

12. Particulars of the courses*		Whether under: Merit/Management Quota			
(i) Name of the course					
(ii) Duration of the course		Date of Commencement		Date of Completion	
(iii) Full time/Part Time/Distance learning					
(iv) Name of college/University					
(v) Address					
(vi) Approved by				(vii) Affiliate with	
(viii) Type of institute		Govt./Semi-Govt./Private			
13. Details of Bank Account, if any		Bank	Branch		A/C No.
-1A Co-borrower's information					
14. Co-borrower's Name		Last	First	Middle	Recent Self Attested Photograph of co-borrower
15. Father's/Husband's Name					
16. (a) Present Residential Address*		City/Location _____ District _____ Pin Code _____ Country _____			
(b) Permanent Residential Address*		City/Location _____ District _____ Pin Code _____ Country _____			
17. a) Email id			17b) Mobile		17c) Tele. No. (with STD Code)
18. Relation with student					
19(a) Income Tax Pan No.*					
19(b) Aadhar No.*					
© (i) Voter ID No.* Any one of these (ii) Passport No.* (iii) Driving Licence No.*					
20. Occupation, give complete particulars					
20A. Income from all sources					
21. Work Experience in service/business/profession					
22. a) Age		_____ years _____ months	b) Date of birth dd/mm/yyyy*		
c) Gender (Please tick)		Male		Female	
d) Details of income of any other member of the family, if earning					
e) No. of dependents					
f) Banking with us		Yes/No. if yes, a/c No./Customer ID			
23. Status of current residence		Owned	Rented	Other(please specify)	

24. Present Banker detail		Bank	Branch		A/C No		
25. Detail of Education Loan(s), if any, already availed for the student or any member(s) of the family from HARCOBANK or any other Bank/financial institution.							
26. Statement of Assets & Liabilities							(Amount)
Liabilities				Assets			
Outstanding loans/advances		Amount				Amount	
				Immovable Properties:			
				Land			
				Building			
Bank				Movable Properties			
Employer				Cash			
Provident Fund				Deposits with Banks			
Relatives and friends				Investment in Govt. securities			
Others				Others			
Total				Total			
Networth (Actual in)							
27. Summary of fee etc. own sources and loan required (details as per table below) :							
SL		1st Year	2nd year	3rd year	4th year	5th year	Total
A	Fees :						
1.	College/School						
ii	Examination/Library/Laboratory						
iii	Other fee (please specify)						
iv	Total of A (i to iii)						
B	Cost of Books/Equipments/Maintenance						
i.	Hostel						
ii.	Purchase of computers (if essential for completion of course)						
iii.	Purchase of books/equipments/instruments/ uniform						
iv.	Total of B (i to iii)						
C	Others						
i.	Insurance Premium for student (if opted)						
ii	Caution deposit, building fund/refundable deposit \$						
iii	Any other (please specify)						
v	Total of C (i to iv)						
D	Total of A(iv) + B(iv)+ C(v)						
E	Source of finance (apart from Bank loan now applied for)						
i	Non-repayable scholarship/fellowship or other financial assistance						
ii	Repayable scholarship/fellowship or other financial assistance						
iii	Funds available from family sources						
iv	Other (please specify)						

v	Total of E (i to iv)						
F	Total amount required (F=D-E(v))						
Supported by institution Demand letter(s)/bills/receipts, subject to the condition that the amount does not exceed 10% of the total tuition fees for the entire course.							
*Not applicable on DCCB, JHAJJAR & HARCOBANK employee							
29. Please specify in brief how the completion of the course is going to help the student in improving his prospects of earning his livelihood.					A. Expected income per month		
					B. Anticipated monthly expenses		
					C. Amount available for repayment of loan.		
29A. Details of collateral securities offered, if applicable (NSC/KVP/LIP/Immovable Property etc.							
30. Any other useful information :							

31. I/we hereby apply for a term loan (Education loan) of Rs. _____ (Rupees _____) repayable in _____ monthly instalments beginning _____ years after the disbursal of the loan to enable _____ (name of the student) to pursue higher education in _____ (name of course) from _____ (name of institution) approved by (AICTE/UGC/NEC/Govt./AIBMS/ICMR etc.) affiliated to _____ 1. _____ (Name of student applicant) am opting/not opting for Life Insurance Cover from _____ (Name of Insurance Company), premium for which may be financed by the Bank/shall be contributed by me from my own sources.

32. It is declared that :

The information given in the loan application is true and nothing has been concealed. The undersigned undertakes to inform the Bank any change in my residence/office address and to provide any further information that the Bank may require. The undersigned has been informed of the charges/fee to be levied by the Bank and agrees to pay upfront fee, documentation charges etc. as applicable and charged by the Bank. The undersigned hereby agree to be bound by these terms and conditions or by the revised additional terms and conditions which may at any time hereafter be made while the loan obtained by me/us is still outstanding.

(Signature and Name of Student applicant)

(Signature and Name of co-borrower(s))

Note : All columns of the form should be properly filled up and supporting documents duly signed by applicant/co-applicant wherever required should be attached particularly those marked with a If there is guarantor, he/she should also fill up the guarantor information (part II)

List of documents enclosed :

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

The Jhajjar Central Coop. Bank Ltd., Jhajjar

Part-II Guarantor Information

1. Name					Recent Photograph of Guarantor
2. Father's/Husband's Name					
3. Address (a) Residence	Location/City _____ District _____ Pin Code _____ Country _____				
(b) Office	_____ _____ Location/City _____ District _____ Pin Code _____ Country _____				
© Permanent Address	_____ _____ Location/City _____ District _____ Pin Code _____ Country _____				
(d) Email ID					
(e) Mobile No.					
4. Telephone No. i. Residence (With STD Code) ii. Office					
5. Age (yrs)					
6. Date of Birth (dd/mm/yyyy)*					
7. Gender (male/female)					
8. Qualification					
9. Is he/she is an Income tax payer?					
10. Income Tax PAN No.*					
10A Aadhar No.*					
11. Voter ID No. 12. Passport No. 13. Driving Licence No.* (Any one of 11,12, or 13)					
14. Occupation of Guarantor (Please tick)	Self employed	Salaried	Professional	Others	
15.(a) If Self employed/Professional					
i) His/her firm is (Pl. tick)	Proprietorship	Partnership	Professional	Others	

ii) Years in Business			
iii) Total Income in last 2 yrs.()	Last year	Year before last :	
15 (b) If salaried			
i) He/she works for (Pl. tick)	Private Sector	Public Sector (including Govt. enterprise)	Others
ii) Designation			
iii) Name & Address of the employer			
iv) Years with current employer			
v) Salary a/c with DCCB, JHAJJAR & HARCOBANK	Yes/No, if yes, mention Digit account No. and if no details of Salary Account		
	Bank Name	Branch	A/C No
vi) Total Annual Income ()	Last Year	Year before last	
16. Statement of Assets and Liability of the guarantor (Amount)			
Liabilities		Assets	
Outstanding loans/advances	Amount		Amount
		Immovable Properties:	
		Land	
		Building	
Bank		Movable Properties	
Employer		Cash	
Provident Fund		Deposits with Banks	
Relatives and friends		Investment in Govt. securities	
Others		Others	
Total		Total	
Net worth (Actual in)			

(Enclosed photocopies of documentary evidence in support of the above)

17. Having fully apprised myself of the particulars submitted in loan application dated _____
for _____ (mention _____ purpose) _____ loan of _____
_____ to be considered by the Bank to
Shri/Smt./Miss _____
_____ Son/wife/daughter _____ of _____ Shri

I have agreed to furnish my guarantee for repayment of the loan. I hereby declare that I know the above mentioned applicant(s) very well for the last _____ No. of years. The information furnished by me is true and correct to the best of my knowledge & belief.

Dated :

Place :

Guarantor)

(Signature and Name of

Annexure-II

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR

BO: _____

Date: _____

To

Dear Sir/ Madam,

YOUR APPLICATION FOR EDUCATION LOAN - SANCTION LETTER

We are pleased to inform that we have sanctioned a Education Loan of Rs. _____ in your favour for _____ on the undernoted terms & conditions :-

SANCTION TERMS			
Sanctioned Amount			
Rate of Interest			
Type of Interest	i) Fixed Rate of Interest- The Rate of interest will be revised after every two years as per Bank Reset Clause. ii) During the moratorium period, the Rate of Interest will be serviced on monthly basis. iii) After the moratorium period, the Rate of Interest to be charged on monthly compounding basis.		
Margin			
Repayment Tenor			
Number of EMIs			
Repayment to be commenced from			
Amount of EMI			
Processing fee	Rs.	Documentation fee	Rs.

Credit Information Report Charges			
Security	Guarantor(s)		
	Collateral		
Prepayment Penalty			
Penal Interest, if any	In case of default in repayment of loan/non compliance of terms & conditions the borrower shall be liable to pay penal interest of 3% on the default/ irregular amount over and above the prescribed rate of interest.		

2. The above sanction is, however, subject to:

- i) Execution of Loan documents as per Banks format & guidelines;
- ii) The ROI/EMI is subject to change from time to time;
- iii) The above sanction shall be valid for a period of _____ months from the date of issue of the sanction letter.
- iv) That any third party liability coming on the Bank due to wrong information/ declaration given by borrower, will be at his/her own risk and responsibility.

3. Please convey acceptance for having accepted the terms & conditions of the sanction.

For The Jhajjar Central Cooperative Bank Ltd; Jhajjar

Authorized Signatory

Annexure-III

(To be stamped as an agreement not to be Attested/Witnessed)

The Jhajjar Central Coop. Bank Ltd., Jhajjar (In case of minor student)

AGREEMENT FOR EDUCATION LOAN

This Agreement is made at _____ on this day of 20 _____ between Shri / Smt _ son/wife of Shri r/o _____ {(hereinafter referred to as 'parent/guardian' of Sh./ Kumari _____ minor aged _____ years, (date of birth _____), S/O / D/O Smt. _____ r/o _____ (hereinafter referred to as 'the student'), represented by his /her natural/court appointed parent/guardian Sh. / Smt. _____ (both parent/guardian and student are collectively called the borrower/s' which expression shall, unless repugnant to the context, include his/her/their- heirs, executors, administrators and assigns)} of the One Part

AND

The Jhajjar Central Cooperative Bank Ltd; Jhajjar, having its head office at Mini Secretariat, Gurugram Road, Jhajjar (Haryana) and amongst others a branch office at _____ (hereinafter called 'the Bank' which term shall, unless repugnant to the context, include its successors and assigns) of the Other Part.

WHEREAS

- a) Sh./ Ms. (parent/guardian) represents that his/ her ward Shri /Ms (the student) is desirous of pursuing / continuing his / her studies at _____ for a period of _____ but is unable to do so due to paucity of funds.

AND

- b) The Borrower/s have with a view to receiving the financial assistance for studies of the student, applied to the Bank for a loan of Rs. _____ (Rupees _____) which the Bank has agreed to grant on terms and conditions herein after appearing:

NOW THIS AGREEMENT WITNESSETH AS UNDER:

- State the manner of Disbursement
1. The total amount of the loan amounting to Rs. _____ will be idisbursed by the Bank to the borrower/s as under:-

2. The amount of the loan will be utilized by the borrower/s only for the purpose of prosecuting studies of the 'student', such as payment of fee payable to college/school! hostel, examination / liberally / laboratory fee, purchase of books equipment / instruments/ uniforms, caution deposit/ building fund/refundable deposit supported by institution bills/ receipts, travel expenses/ passage money for studies abroad, purchase of computers-essential for completion of the course, any other expenses required to complete the course like study tours,' project work, thesis etc.
3. At the end of each academic year, borrower/s will produce a certificate from the head of the institution at which the student is studying testifying the results achieved by the student. If the said certificate is not produced or the certificate furnished for any year is not considered satisfactory the Bank will (in its absolute discretion) have the right of stop giving any further financial assistance to the borrower/s in terms of this agreement notwithstanding the fact that the total amount of the loan as agreed to in paragraph above has not been disbursed to them. The Bank will be entitled at its option to recall the loan already, given together with the interest accrued thereon, by a demand in writing.
4. The borrower/s will secure the loan by providing a suitable surety and unless they have furnished the same they will not avail the case any part thereof.
5. The Borrowers agree to repay the outstanding loan amount alongwith interest at.....% p.a. as fix rate of interest as under :-

“Interest rate shall be reviewed and re-set on completion of a block of two years. Year of first disbursement, whatever be the month of availment, will be taken as first year and year will cover the period from 1st April to 31st March. As and from 1st April, after completion of every block of two years, the interest rate as re-set will be applied. If there is any delay in revision/re-set of interest, appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, until it is reset, rate as prevailing before will be applied. If interest rate is not re-set in the year when it is due, it shall be open to the Bank to re-set the interest in any subsequent year and in such event, the interest rate as re-set, will be applicable from 1st April of the year in which it is re-set for the remaining years of block of two years. Only Bank has full discretion to fix/prescribe/revise/re-set the rate of interest”.

The interest shall be calculated on daily balance basis due to the Bank and shall be charged monthly so long as the amount due under the Loan is not repaid in its entirety and shall form part of the principal and carry interest at the Applicable Interest Rate.

6. That in case of default in the payment of any of the instalments of the loan or the interest, on its due date, the Borrower/s agree to pay interest at the rate of p.a. over and above agreed rate of interest with agreed rests on the defaulted amount from the date of default.
7. Subject to what is provided in above, the borrowers will repay the loan together with interest accrued thereon by equal monthly instalments in __ years after commencement of the repayment i.e. one year after the course period or 6 months after getting job, whichever is earlier. The extension of the repayment period, if the borrowers are not able to complete the course for reasons beyond his control, will be in the absolute discretion of the Bank.
8. The interest shall be calculated on the daily balance due to the Bank all the said account and shall be charged monthly so long as the amount due from the borrower/s is not paid in its entirety and the same will form part of the Principal and carry interest at the above mentioned rates .

During the above mentioned repayment holiday / moratorium period interest is to be debited/ calculated monthly on simple basis and after said period the same will form part of the principal and carry interest at the above mentioned rates.

Notwithstanding the repayment of the loan and interest in instalments and other charges in the manner as stipulated herein I/We shall remain liable to pay any balance outstanding adjustment of the above payments and such balance outstanding, if any, shall be payable along with last instalment.

9. In the event of death of any of the borrower/s, the Bank shall not disburse further loan and will be entitled to recall the outstanding under the loan already disbursed, irrespective of the instalments fixed.
10. The borrower/s will, during the period of his indebtedness to the Bank, keep the Bank informed of the change in his address, vocation and income from time to time.
11. That the borrowers declare that they have not raised/will not raise any other loan from any other branch of the Bank or any other bank/FI/NBFC under the same or similar scheme till full repayment of this loan, without consent of the Bank.
12. The borrower/s hereby agree and under take to give to the Bank, during the currency and for the payment of said loan, a general lien and right to set off and combine accounts without notice and charge on all moveable properties of every, description

coming into the possession; on account of the borrowers, for the time being held by the Bank on behalf of the borrower/s, whether singly or jointly with others. in - India or elsewhere including, without prejudice to the generality, any moneys, bullion, deposits, deposit receipts, promissory notes, bill of exchange, cheques, railway receipts, Govt. bills and other documents of every description.

13. The borrower/s hereby agree as a pre-condition of the loan/advance given to the borrowers by the Bank that in case the borrowers commit default in repayment of loan/advance or in the repayment of interest thereon or any of the agreed instalments of the loan on due date(s), the Bank and/or the Reserve Bank of India will have an unqualified right to disclose his name in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.
- 14(i) The borrower/s understand that as a pre-condition, relating to grant of the loan/ advances/other non-fund based credit facilities to the borrowers, the Bank requires the borrowers' consent for the disclosure by the Bank of information and data relating to the borrowers, the credit facilities availed of/to be availed, by the borrowers, obligations assumed/to be assumed, by the borrowers, in relation thereto and default, if any, committed by the borrowers in discharge thereof.
- (ii) Accordingly, the borrower/s, hereby agree and give consent or the disclosure by the Bank of all or any such :
- (a) Information and data relating to borrower/s.
- (b) The information and data relating to any credit facility availed of/to be availed, by the borrower/s and
- (c) Default, if any, committed by the borrower/s, in discharge of the borrower's such obligation, as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorised in this behalf by RBI.

The borrower/s declare that the information and data furnished by the borrower/s to the Bank are true and correct.

The borrower/s undertake that :

- a) The Credit Information Bureau (India) Ltd. and any other agency so authorised may use/process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
- b) The Credit Information (India) Ltd. and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to Banks/Financial Institutions and other Credit grantors or registered users, as may be

specified by the Reserve Bank in this behalf.

In witness whereof, the parties to these presents have set their hands on the day, month and year first mentioned above.

For self and as natural parent/guardian of

Sh./Kumari_____

THE BORROWER/s
(Parent/Guardian)

FOR THE BANK
(Authorised Signatory)

Annexure-IV

(To be stamped as an
agreement not to be
Attested/Witnessed)

The Jhajjar Central Coop. Bank Ltd., Jhajjar (In case of major student)

AGREEMENT FOR EDUCATION LOAN

This Agreement is made at _____ on
this _____ day of _____ 20____ between Shri / Smt / Km. _____
_____ son/ daughter of Shri _____
_____ r/o _____
(hereinafter referred to as the 'student') and Sh. / Smt. _____
_____ son / daughter of _____
(hereinafter referred to as 'the parent/guardian), (the parent/guardian and the
student collectively hereinafter called 'the borrowers' which expression shall,
unless repugnant to context, include their heirs, executors, administrators and
assigns) of the One Part

AND

The Jhajjar Central Cooperative Bank Ltd; Jhajjar, having its head office at Mini
Secretariat, Gurugram Road, Jhajjar (Haryana) and amongst others a branch
office at _____
(hereinafter called 'the Bank' which term shall, unless repugnant to context,
include its successors and assigns) of the Other Part.

WHEREAS

- a) The Student and parent/guardian (the Borrowers) represent that Sh./ Kumari
_____ (the Student) is desirous of pursuing / continuing his
/ her studies at _____ for a period of _____ but is
unable to do so due to paucity of funds.

AND

- b) The Borrowers have, with a view to receiving the financial assistance for the
student's studies, applied to the Bank for a loan of Rs. _____ (Rupees
_____) which the Bank has agreed to grant on
terms and conditions hereinafter appearing :

NOW THIS AGREEMENT WITNESSETH AS UNDER

1. The total amount of the loan amounting to Rs. _____ (Rupees _____) will be disbursed by the Bank to the borrowers as under:-

State the
manner of
disbursement

2. The amount of the loan will be utilized by the borrowers only for the purpose of prosecuting studies of the 'student', such as payment of fee payable to college / school! hostel, examination / liberally / laboratory fee, purchase of books /equipment / instruments uniforms, caution deposit building fund/refundable deposit/ supported by institution bills/ receipts, travel expenses! passage money for studies abroad, purchase of computers essential for completion of the course, any other expenses required to complete the course- like study tours, project work, thesis etc.

3. At the end of each academic year, borrowers will produce a certificate from the head of the institution at which the 'student' is studying testifying the results achieved by the student. If the said certificate is not produced or the certificate furnished for any year is not considered satisfactory the Bank will (in its absolute discretion) have the right of stop giving any further financial assistance to the borrowers in terms of this agreement notwithstanding the fact that the total amount of the loan as agreed to in paragraph above has not been disbursed. The Bank will be entitled at its option to recall the loan already, given together with the interest accrued thereon, by a demand in writing.

4. The borrowers will secure the loan by providing a suitable surety and unless they have furnished the same, they will not avail the loan or any part thereof.

5. The Borrowers agree to repay the outstanding loan amount alongwith interest at.....% p.a. as fix rate of interest as under :-

“Interest rate shall be reviewed and re-set on completion of a block of two years. Year of first disbursement, whatever be the month of availment, will be taken as first year and year will cover the period from 1st April to 31st March. As and from 1st April, after completion of every block of two years, the interest rate as re-set will be applied. If there is any delay in revision/re- set of interest, appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, until it is reset, rate as prevailing before will be applied. If interest rate is not re-set in the year when it is due, it shall be open to the Bank to re-set the interest in any subsequent year and in such event, the interest rate as re-set, will be applicable from 1st April of the year in which it is re-set for the remaining years of block of two years. Only Bank has full discretion to fix/prescribe/revise/re-set the rate of interest”.

The interest shall be calculated on daily balance basis due to the Bank and shall be charged monthly so long as the amount due under the Loan is not repaid in its entirety and shall form part of the principal and carry interest at the Applicable Interest Rate.

6. That in case of default in the payment of any of the instalments of the loan or the interest, on its due date, the Borrower/s undertake to pay interest at the rate of 3% p.a. over and above agreed rate of interest with agreed rests on the defaulted amount from the date of default.
7.
 - i) The interest shall be calculated on the daily balance due to the Bank on the said account and shall be charged monthly so long as the amount Due from the borrower/s is not paid in its entirety and the same will form part of the principal and carry interest at the above mentioned rates.
 - ii) During the above mentioned repayment holiday / moratorium period interest is to be debited/ calculated monthly on simple basis and after said period the same will form part of the principal and carry interest at the above mentioned rates.
 - iii) Notwithstanding the repayment of the loan and interest in instalments and other charges in the manner as stipulated herein, the borrowers shall remain liable to pay any balance outstanding after adjustment of the above payments and such balance outstanding, if any, shall be payable along with last instalment.
8. Subject to what is provided above, the borrowers will repay the loan together with interest accrued thereon by equal monthly instalments in ____ years after commencement of the repayment i.e. one year after the course period or 6 months after getting job, whichever is earlier. The extension of the repayment period, if the student is not able to complete the course for reasons beyond his/her control, will be in the absolute discretion of the Bank.
9. In the event of death of any of the borrowers, the Bank shall not disburse further loan and will be entitled to recall the outstanding under the loan already disbursed, irrespective of the instalments fixed.
10. The borrower/s will, during the period of their indebtedness to the Bank, keep the Bank informed of the change in their address, vocation and income from time to time.
11. The student-borrower undertakes to remit and if need be, give instructions/ authorisation to his/her employer to remit, the salary to the extent necessary or even more, if the borrowers so desire, to the account of the borrowers being maintained by this Bank.
12. That the borrowers declare that they have not raised/will not raise any other loan from any other branch of the Bank or any other bank/FI/NBFC under the same or similar scheme till full repayment of this loan, without consent of the Bank.
13. The borrowers hereby agree and undertake to give to the Bank during the currency

and for the payment of said loan, a general lien and 'right to set off and combine accounts without notice and charge on all moveable properties of every description coming into the possession on account of the borrowers for the time being held by the Bank on behalf of the borrowers whether singly or jointly with others in India or elsewhere including, without prejudice to the generality, any moneys; bullion, deposits, deposit receipts, promissory notes, bill of exchange, cheques, railway receipts, Govt. bills and other documents of every description.

14. The borrowers hereby agree as a pre-condition of the loan/advance given to the borrowers by the Bank that in case the borrowers commit default in repayment of loan/ advance or in the repayment of interest thereon or any of the agreed instalments of the loan on due date(s), the Bank and/or the Reserve Bank of India will have an unqualified right to disclose his name in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.
- 15.(i) The borrowers understand that as a pre-condition, relating to grant of the loan/advances/other non-fund based credit facilities to the borrowers, the Bank, requires the borrowers' consent for the disclosure by the Bank of information and data relating to the borrowers, the credit facilities availed of/to be availed, by the borrowers, obligations assumed/to be assumed, by the borrowers, in relation thereto and default, if any, committed by the borrowers in discharge thereof.
- (ii) Accordingly, the borrowers, hereby agree and give consent for the disclosure by the Bank of all or any such :
 - (a) Information and data relating to borrowers.
 - (b) The information and data relating to any credit facility availed of/to be availed, by the borrowers and
 - (c) Default, if any, Committed by the borrowers, in discharge of the borrowers' such obligation, as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. And any other agency authorised in this behalf by RBI.

The borrowers declare that the information and data furnished by the borrowers to the Bank are true and correct.

The borrowers undertake that :

- (a) The Credit Information Bureau (India) Ltd. And any other agency so authorised may use/process the said information and data disclosed by the Bank in the manner as deemed fit by them; and

b) The Credit Information (India) Ltd. and any other agency so authorised may furnish for consideration, the processed Information and data or products thereof prepared by them to Banks/Financial Institutions and other Credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

In witness whereof the parties to these presents have set their hands on the day, month and year first mentioned above.

BORROWERS

FOR THE BANK
(Authorized signatory)

**SUPPLEMENTARY AGREEMENT
FOR EXTENSION IN REPAYMENT PERIOD OF EDUCATION LOAN
(For Minor Student)**

THIS SUPPLEMENTARY AGREEMENT is made on this ____ day of _____ 20____ between Shri/Ms _____ son/ daughter/ wife of Shri _____, resident of _____, (hereinafter referred as "Borrower") for himself/ herself and for and on behalf of Shri/Ms _____, a minor born on _____ (the "Student") son/ daughter/ wife of Shri _____, resident of _____ as natural/ court appointed guardian;

AND The Jhajjar Central Cooperative Bank Ltd; Jhajjar, having its head office at Mini Secretariat, Gurugram Road, Jhajjar (Haryana) and, amongst others, a Branch Office at _____ (the "said BO"), hereinafter called the "Bank".

(The Borrower and the Bank are collectively referred to as the Parties and individually as the Party and unless it be repugnant to the subject or context the "Borrower" and the "Bank" shall include their heirs, legal representatives, successors, assigns, etc; The masculine gender is to be taken to include females; and the singular includes the plural and vice versa. The "Borrower", include each one of them and their liability shall be JOINT & SEVERAL).

WHEREAS the Borrower has been availing, inter-alia, an Education Loan of Rs. _____ (Rupees _____ only) from the Bank and has executed an Agreement on _____ in respect of the said facility detailing the terms and conditions thereof which are to be read as part of present agreement.

WHEREAS the said education loan is secured by guarantee of _____/and/or mortgage of property situated at _____ of the Borrower. WHEREAS the Borrower is unable to keep up repayment schedule, as agreed in the Loan Agreement dated _____.

WHEREAS the Borrower has approached the Bank and requested for extension of repayment period of aforesaid education loan.

WHEREAS the Bank has, at the request of the Borrower has agreed for extension of repayment period by _____ years from _____.

NOW IN CONSIDERATION OF THE BANK agreeing to extend the repayment period as aforesaid to the Borrower agree as under:

1. The Borrower confirms that the balance due in the above said education loan account is Rs. _____ as on _____ and acknowledges the liability to repay the same.
2. The Borrower agrees and undertakes to repay the outstanding amount of Rs. _____ and further interest and monies thereof in the said education loan as per the revised schedule of repayment.
3. The Borrowers agree to repay the outstanding loan amount alongwith interest at.....% p.a. as fix rate of interest as under :

“Interest rate shall be reviewed and re-set on completion of a block of two years. Year of first disbursement, whatever be the month of availment, will be taken as first year and year will cover the period from 1st April to 31st March. As and from 1st April, after completion of every block of two years, the interest rate as re-set will be applied. If there is any delay in revision/re-set of interest, appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, until it is reset, rate as prevailing before will be applied. If interest rate is not re-set in the year when it is due, it shall be open to the Bank to re-set the interest in any subsequent year and in such event, the interest rate as re-set, will be applicable from 1st April of the year in which it is re-set for the remaining years of block of two years. Only Bank has full discretion to fix/prescribe/revise/re-set the rate of interest”.

The interest shall be calculated on daily balance basis due to the Bank and shall be charged monthly so long as the amount due under the Loan is not repaid in its entirety and shall form part of the principal and carry interest at the Applicable Interest Rate.

4. In case of default in payment of interest or installments on the due date and/or in case the entire loan is recalled by the Bank and/or in case the account becomes irregular for any reason whatsoever, the Borrower to pay increased interest @ 3% p.a. with agreed rates over and above the agreed rate as under:
 - a) On the amounts in default from the date of default, or
 - b) On the amount outstanding from the date of recall or from the date the account becomes irregular.
5. The Borrower agrees that if the Borrower defaults in payment of interest / installment the bank shall be entitled to recall the entire amount outstanding under the above said education loan account.
6. The Borrower agrees to pay a sum of Rs _____ on account of change in terms and conditions of original sanction dated _____ and authorize the Bank to debit the said amount from our A/c _____ with the Bank.
7. The Borrower confirms that all other terms and conditions as already agreed to and mentioned in the loaning and security documents executed on _____ in respect of education loan above referred to shall continue and remain in force. The Borrower further

confirm that the security created in respect of the above education loan shall continue and shall remain in force till the entire dues are paid off and the account is closed.

8. This agreement is supplemental to and not in derogation of earlier agreements/documents executed in favour of Bank.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED.

FOR self and on behalf of the student
BORROWER

FOR THE JHAJJAR CENTRAL COOP.
BANK LTD., JHAJJAR

SUPPLEMENTARY AGREEMENT
FOR EXTENSION IN REPAYMENT PERIOD OF EDUCATION LOAN
(For Major Student)

THIS SUPPLEMENTARY AGREEMENT is made on this ____day of _____20____ between Shri / Ms _____son / daughter / wife of Shri _____, resident of _____, (hereinafter called the "Student") and Shri / Ms _____son / daughter / wife of Shri _____, resident of _____, (hereinafter called the "Parent / Guardian"), the "Student" and the "Parent / Guardian" are collectively referred to as the "Borrowers";

AND The Jhajjar Central Cooperative Bank Ltd; Jhajjar, having its head office at Mini Secretariat, Gurugram Road, Jhajjar (Haryana) and, amongst others, a Branch Office at _____ (the "said BO"), hereinafter called the "Bank".

(The Borrowers and the Bank are collectively referred to as the Parties and individually as the Party and unless it be repugnant to the subject or context the "Borrowers" and the "Bank" shall include their heirs, legal representatives, successors, assigns, etc; The masculine gender is to be taken to include females; and the singular includes the plural and vice versa. The "Borrowers", include each one of them and their liability shall be JOINT & SEVERAL).

WHEREAS the Borrowers have been availing, inter-alia, an Education Loan of Rs. _____ (Rupees _____ only) from the Bank and have executed an Agreement on _____ in respect of the said facility detailing the terms and conditions thereof which are to be read as part of present agreement.

WHEREAS the said education loan is secured by guarantee of _____/and/or mortgage of property situated at _____ of the Borrowers.

WHEREAS the Borrowers are unable to keep up repayment schedule, as agreed in the Loan Agreement dated _____.

WHEREAS the Borrowers have approached the Bank and requested for extension of repayment period of aforesaid education loan.

WHEREAS the Bank has, at the request of the Borrowers has agreed for extension of repayment period by _____years from _____.

NOW IN CONSIDERATION OF THE BANK agreeing to extend the repayment period as aforesaid to the Borrowers agree as under :

1. The Borrowers confirm that the balance due in the above said education loan account is Rs. _____ as on _____ and acknowledge the liability to repay the same.
2. The Borrowers agree and undertake to repay the outstanding amount of Rs. _____ and further interest and monies thereof in the said education loan as per the revised schedule of repayment.
3. The Borrowers agree to repay the outstanding loan amount alongwith interest at.....% p.a. as fix rate of interest as under :-

“Interest rate shall be reviewed and re-set on completion of a block of two years. Year of first disbursement, whatever be the month of availment, will be taken as first year and _____ year will cover the period from 1st April to 31st March. As and from 1st April, after completion of every block of two years, the interest rate as re-set will be applied. If there is any delay in revision/re-set of interest, appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, until it is reset, rate as prevailing before will be applied. If interest rate is not re-set in the year when it is due, it shall be open to the Bank to re-set the interest in any subsequent year and in such event, the interest rate as re-set, will be applicable from 1st April of the year in which it is re-set for the remaining years of block of two years. Only Bank has full discretion to fix/prescribe/revise/re-set the rate of interest”.

The interest shall be calculated on daily balance basis due to the Bank and shall be charged monthly so long as the amount due under the Loan is not repaid in its entirety and shall form part of the principal and carry interest at the Applicable Interest Rate.

4. In case of default in payment of interest or installments on the due date and/or in case the entire loan is recalled by the Bank and/or in case the account becomes irregular for any reason whatsoever, the Borrower to pay increased interest @ 3% p.a. with agreed rates over and above the agreed rate as under:
 - a. On the amounts in default from the date of default, or
 - b. On the amount outstanding from the date of recall or from the date the account becomes irregular.
5. The Borrowers agree that if the Borrowers default in payment of interest / installment the bank shall be entitled to recall the entire amount outstanding under the above said education loan account.
6. The Borrowers agree to pay a sum of Rs _____ on account of change in terms and conditions of original sanction dated _____ and authorize the Bank to debit the said amount from our A/c _____ with the Bank.

7. The Borrowers confirm that all other terms and conditions as already agreed to and mentioned in the loaning and security documents executed on_____ in respect of education loan above referred to shall continue and remain in force. The Borrowers further confirm that the security created in respect of the above education loan shall continue and shall remain in force till the entire dues are paid off and the account is closed.
8. This agreement is supplemental to and not in derogation of earlier agreements/documents executed in favour of Bank.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED.

BORROWERS

FOR THE JHAJJAR CENTRAL COOP.
BANK LTD.JHAJJAR

Annexure-VII

(to be stamped as an agreement
Not to be attested)

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR

AGREEMENT OF GUARANTEE

This agreement of Guarantee is made at _____ (Place) this _____ day of _____ 20_____ between _____ (hereinafter called the Guarantor(s)' which term shall, wherever the context so permits mean and include his/her/their (heirs, successors, administrators, executors and assigns) of the first part and The Jhajjar Central Coop. Bank Ltd; Jhajjar, B/o _____, having its head office being its Mini Secretariat, Gurugram Road, Jhajjar (Haryana) (hereinafter called the Bank which term shall wherever the context so permits mean and include its successors and assigns) of the second part.

Whereas at the request of Guarantor(s) the Bank has agreed to allow/ continue enhance an accommodation by way of _____ to Sh./Smt./Messrs _____ (hereafter called the Borrower(s)* on the terms & conditions contained. _____ AND whereas the Guarantor(s) has/have agreed to guarantee due payment of the amount due to the Bank in respect of the said limits of Rs. _____

NOW THIS INDENTURE WITNESSETH AS UNDER:

1. That in consideration of the Bank allowing/continuing/enhancing at the request of the Guarantor(s) an accommodation by way of _____ to the Borrower(s) at its _____ Branch on terms and conditions contained in _____ the Guarantor(s) hereby agree(s) with the Bank as under:-
2. The Guarantor(s) hereby guarantee(s) jointly and severally to pay the bank after demand in writing all principal, interest, costs, charges and expenses due and which may at any time become due to the Bank from the Borrower(s), on the accounts opened in respect of the said limits (hereafter called the said accounts') down to the date of payment and also all loss or damages, costs, charges the expenses and in the case of legal costs, as between attorney and client occasioned to the bank by reason of omission, failure or default temporary or otherwise in such payment by the Borrower(s) or by the Guarantor(s) of any of them including costs (as aforesaid) of enforcement or attempted enforcement of payment by suit or otherwise or by sale or realization or attempted sale or realization of any security for the said indebtedness or otherwise howsoever or any costs (which costs to be as aforesaid) charges or expenses which the Bank may incur by being joined in any proceeding to which the Bank may be made or may make itself party either with or without others in connection with any such securities or any proceeds thereof.
3. The Guarantee(s) hereby undertakes and declare(s) that this guarantee shall be a continuing guarantee and remain operative in respect of each of the said limits severally and may be enforced as such in the discretion of the Bank, as if each of the facilities/limits had been separately guaranteed by him/her/ them. This guarantee shall not be considered as cancelled or in any way affected by the fact that at any time or from time any of the said accounts may

show on liability against the Borrower(s) or may even show credit in his/her/their favour but shall continue and remain in operation in respect of all subsequent transactions till the accounts are closed.

4. The Guarantor(s) hereby consent(s) to the bank making any variance without reference or notice to him/her/them, that it may think fit in the terms of contract, including any change in rate of interest charged to the account, with the Borrower(s). The Guarantor(s) further consent(s) to the Bank accepting additional collateral security of any kind, determining enlarging or varying any credit to him/her/them or making any composition with him/her/them or promising to give him/her/them time are not sue him/her/them and to the Bank parting with any security it may hold for the guaranteed debt. The Guarantor(s) also agree(s) that he/she/they shall not be discharged from his/her/their liability by the bank releasing the Borrower(s) or by any action or omission of the Bank, the legal consequences of which may be to discharge the Borrower(s) or by any act of the Bank which would, but for this present provision be inconsistent with his/her/their rights as guarantor(s) or by the Bank's omission to do any act which, but for this present provision, the Bank's duty to the Guarantor(s) would have required the Bank to do. Though as between the borrower(s) and the guarantor(s) he/ is she /they are guarantor(s) only, the guarantor(s) agree(s) that as between the Bank and guarantor(s) he/she/they are debtor(s) jointly with the borrower(s) and accordingly he/she/they shall not as such be entitled to claim the benefit of legal consequences of any variation in the terms of the contract and to any of the rights conferred on a Guarantor by Sections 133,134,135, 139 and 141 of the Indian Contract Act. The Guarantor(s) further agree(s) that the acceptance by the Bank of any irregular payments or any amount short of the amount of agreed installment/s, whether made before or on due dates or thereafter by the Borrower(s), shall not discharge the Guarantor(s) from his/her/their liability and such acceptance will not amount to or create any new or fresh contract. The Guarantor(s) further agree(s) that the Bank shall be under no obligation to notify him/her/them, any default committed by Borrower(s) at any time or from time to time.
12. The Guarantor(s) hereby consent(s) to the Bank renewing from time to time the said _____ limits of Rs. _____ allowed to the Borrower(s) obtaining fresh documents from him/her/them closing the existing accounts, opening new accounts, or transferring the same or part thereof to any branch of the Bank. Notwithstanding this, the Guarantor(s) agree(s) and declare(s) that he/she/they shall remain liable to the bank for any indebtedness of the Borrower(s) under the renewed limit and terms and conditions of this deed shall apply and govern their liability under the renewed limit.
13. The Guarantor(s) further declare (s) that all dividends, compositions or payment received by the bank from Guarantor(s) or any other persons liable to him/her/them or his/her/ their representative shall be taken and applied as payment in gross and the Guarantor(s) and his/her/their representatives shall have no right to claim the benefit of any such dividends, compositions or payment until full amount of all claims of the Bank against the Borrower(s) and his/her/their representatives which are covered by this guarantees shall have been paid.
14. No advance, overdraft or other credit facilities that the Bank may give to the Borrower(s) beyond the limit mentioned in para No.1 above or obtaining of any other guarantee or security from the Borrower(s) shall determine, prejudice or lessen the liability of the Guarantor(s) hereunder.

15. The Guarantor(s) further agree(s) that any accounts settled between the Bank and the Borrower(s) or the balance admitted or confirmed by him/her/them or his/her/their authorized agents as due on the said accounts to the Bank will be conclusive and shall not be disputed or questioned by the Guarantor(s).
16. The Guarantor(s) authorize(s) and appoint(s) each of the borrowers or any person duly authorized by them as agent to confirm the balance due and acknowledge liability on his/her/their behalf as Guarantor(s) from time to time. The Guarantor(s) further agree(s) that any acknowledgement of liability made by Borrower(s) or any person duly authorized by him/her/ them to operate account or any of the co-guarantors as agent on behalf of the Guarantor(s) shall be binding on them for giving fresh start of limitation and also for admission of liability against him/her/them.
17. In case the Bank sells the hypothecated, pledged or mortgaged security/ies held in the loan account, the Guarantor(s) agree(s) that the Bank may sell said securities without giving any notice of such sale of the Guarantor(s). The Guarantor(s), agree(s) that he/she/they will not question the sale or the sale price in any manner or on any ground whatsoever.
18. In case the amount guaranteed by the Guarantor(s) is paid by the Borrower(s) to the Bank and the Bank in consequence discharges the Guarantor(s) from all liabilities under this guarantee, but it is subsequently determined by a Court of Law or otherwise that the said payment was a fraudulent preference and the Bank is made to refund the said amount, the Guarantor(s) liability to the Bank on the basis of this guarantee shall revive to the same extent and in the same manner as if such payment had never been made by the Borrower(s).
12. The Guarantor(s) also agree(s) that the Bank may enforce the guarantee without enforcing, selling or realizing any of the securities kept under lien, hypothecated, pledged or mortgaged with it, notwithstanding that any bills or other instruments given by the Borrower(s) in the said account may be in circulation for collection and outstanding.
13. The guarantee hereby given shall not be determinable or taken as satisfied by the Guarantor(s) except on the terms of his/their making full payment upto the limit of his/their guarantee for any then outstanding liabilities or obligations on the said account. The guarantee shall not be affected by his/their death or insanity until the Bank shall have received formal authentic notice in writing thereof.
14. If the Guarantor(s) has/have or shall hereafter take any security from the Borrower(s) in respect of his/their liability under this guarantee, the Guarantor(s) will not prove in the liquidation of the Borrower(s) in respect thereof to the prejudice of the Bank and such security shall stand as security and shall be forthwith deposited with the Bank.
15. So long as any money remains owing under this guarantee, the bank shall have lien on all moneys standing to the credit of guarantor(s) and on any securities or goods in the hands of the bank belonging to any of the Guarantor(s) and the Bank shall be entitle to appropriate/set off/realize to same.

16. The absence of infirmity in the borrowing powers on the part of the Borrower(s) or any irregularity whatsoever in the exercise thereof shall not affect the liability of the Guarantor(s) and any moneys advanced to the Borrower(s) shall be deemed to be due and owing notwithstanding such absence, infirmity or irregularity and this guarantee shall not be affected by any change in the name or constitution of the Borrower(s). It is further expressly agreed that this guarantee shall remain enforceable against the Guarantor(s) irrespective of the fact whether the contract between the Borrower(s) and his/their creditor is enforceable at law or now. It is also expressly agreed that in case the guarantee given by the Guarantors cannot be enforced or becomes unenforceable at law for any reason whatsoever, the guarantee given hereunder be enforced as an indemnity against the Guarantor(s) and he/they agree(s) and undertake(s) indemnify to and reimburse the Bank for any loss, damages, costs and other charges which the Bank may have to recover the realize from the Borrower(s) in his/their accounts with it.
17. Any notice by the Bank in writing under this guarantee or a demand in writing shall be deemed to have been duly given to the Guarantor(s) by sending the same by post addressed to him/them at the address hereunder written or any other mode like SMS, Email, communications etc. and shall be effectual notwithstanding any change of residence or death and notwithstanding the notice therefore to the Bank and such demand shall be deemed to have been received by the Guarantor(s) 24 hours after the posting thereof or conveyed by any other mode and shall be sufficient to prove that the letter containing the demand was properly addressed and posted.
21. The Guarantor(s) agree(s) that a copy of account of the principal debtor(s) contained in the Bank books of account signed by the Manager for the time being of the office at which such accounts shall be kept or any officer of the Bank shall be conclusive evidence against him/them of the account for the time being due to the Bank from the principal debtor(s) in any accounts or other proceedings brought against him/her/their upon this guarantee.
22. The Guarantor(s) hereby agree(s) and undertake as a pre-condition of the loan/advance given to the borrower/s by the Bank that in case the borrower/s commit default in the repayment of loan advance or in the repayment of interest thereon or any of the agreed installments of the loan on due date(s) the Bank and / or the Reserve Bank of India will have an unqualified right to disclose the guarantor/s names or the names of his / her/ their company/firm/unit and its respective Directors/partners/ Proprietors as defaulter/s in such manner and through such medium as the Bank or the Reserve Bank of India in their absolute discretion may think fit.
23. The Guarantor(s) understand(s) that as a pre-condition, relating to grant of the loans/ advances/credit facilities to the borrower/s, the creditor bank requires Guarantor(s)

consent/s for the disclosure by the Bank of information and data relating to Guarantor(s) of the credit facility availed of/to be availed, by the Borrower/s, obligations assumed/to be assumed, by the Guarantor(s), in relation thereto and default, if any, committed by the Guarantor(s), in discharge thereof.

Accordingly, The Guarantor(s) hereby agree(s) and give consent for the disclosure by The Jhajjar Central Cooperative Bank Ltd., Jhajjar all or any such;

- d) Information and data relating to Guarantor(s);
- e) The information or data relating to guarantee to secure any credit facility availed of/to be availed, by borrower/s and
- f) Default, if any, committed by Guarantor(s), in discharge of his/her/their such obligation, as The Jhajjar Central Cooperative Bank Ltd; Jhajjar may deem appropriate and necessary, to

disclose and furnish to Credit Information Bureau (India) Ltd; and any other agency authorized in this behalf by RBI;

Guarantor(s) declare(s) that the information and data furnished by the borrower/s to The Jhajjar Central Cooperative Bank Ltd; Jhajjar are true and correct.

Guarantor(s) undertake(s) that :-

(a) The Credit Information Bureau (India) Ltd; and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and

(b) The Credit Information Bureau (India) Ltd; and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Bank/financial Institutions and other credit grantors or registered user, as may be specified by the Reserve Bank in this behalf.

21. That the Guarantor(s) agree(s) not to induct a person, who has been identified as 'willful defaulter' as per definition given as per RBI directions/guidelines, as a director on its Board. If any defaulter who is a "willful defaulter" as per definition referred to above, is on the Board of Guarantor(s) the Guarantor(s) undertake/s to get him/her removed from its Board. The guarantor(s) agrees(s) to make necessary amendments, if need be, in its regulations to make above requirement as a ground for removal of directors and furnish a copy of regulation as amended, to the bank (applicable in case of Company only)

In witness whereof the Guarantor(s) and the Bank have set their hands hereunto on

_____ day _____ 20

Guarantor(s)

1.
Signature _____
Name _____
Occupation _____
Address _____

2.
Signature _____
Name _____
Occupation _____
Address _____

WITNESS :

3. _____
4. _____

For and on behalf of the Bank

REVIVAL LETTER

The Branch Manager,
The Jhajjar Central Coop. Bank Ltd., Jhajjar
Branch _____.

1.	Name of the Borrower/s <i>(Father's/Husband's name also to be mentioned)</i>	
2.	Name of the Guarantor/s <i>(Father's/Husband's name also to be mentioned)</i>	
3.	Name of the Mortgagor/s <i>(Father's/Husband's name also to be mentioned)</i>	
4.	Full name, designation / capacity of the persons executing the revival for and on behalf of Firm / Company / Trust Society, etc.	
5.	Name of the documents"	Date

(Refer also all security documents such as hypothecation, Regd. Mortgage, Guarantees etc.)

We hereby acknowledge for the purposes of Section 18 of the Limitation Act, 1963, and any like limitation law in order to preclude any question of limitation law that we are liable to the Bank for the payment of all outstanding with interest, costs, charges and expenses and other monies due and payable by us to the Bank in respect of the credit facilities granted and/or to be granted or continued under the aforesaid documents or in any other manner and which said documents shall remain in full force with all relative securities, agreements and obligations.

Dated the day of20

Borrower/s/Mortgagor/s

We, the Guarantors hereby confirm the above and make similar acknowledgement in respect of our liability under the said Guarantee Agreements.

Dated the day of20

Guarantor/s

Annexure-IX

Balance & Security Confirmation from Borrower(s)

The Branch Manager,
The Jhajjar Central Coop. Bank Ltd., Jhajjar
Branch _____.

Sir/Madam,

Name of borrower(s) _____

My/our loan account(s) _____

I/we hereby confirm, acknowledge and admit the correctness of the debit balance due to the bank in the following loan accounts :-

Sr. No.	Nature of loan facility/Name of loan account	Debit balance outstanding as on _____	Rate of interest per annum with _____ rests as on date of outstanding.	Security
1.				
2.				
3.				
4.				
5.				

I/we also confirm that the undermentioned loaning documents were executed by me/us in consideration of the loan facility(s) and hereby also confirm having used/utilized and availed the loan/credit facility(s) disbursed/allowed/granted to me/us by the bank.

Sr. No.	List of document(s)	Date of document(s)
1.		
2.		
3.		
4.		
5.		

I/we further confirm and acknowledge having received the statement of account(s) and details of interest/and other charges, charged by the bank in the credit facilities/loan account(s) upto the date of debit balance outstanding as on _____. I/We confirm that I/We have gone through and checked the complete statement of account(s) of the above mentioned loan account(s) received upto the date of debit balance mentioned above. I/We shall not challenge or question or dispute the correctness of the said figure(s)/amount(s) and shall also not insist/and or demand for production of and statement of account(s) and/or books of accounts/and/or any voucher(s), in respect of above mentioned loan facility(ies) upto the date of debit balance outstanding as on _____ later on, in

any litigation related to/or based on above mentioned loan account(s)/facility(ies) before any Tribunal/Court/authority for the time being in force.

*Applicable in case of Companies/Trusts

*This letter of acknowledgement and confirmation of debit balance/sum due/outstanding on behalf of the company is given in pursuance to the resolution passed by the Board of Directors of the company in their meeting held on _____(Date). The copy of said resolution duly certified to be true and correct, is submitted herewith/already submitted to the bank. The liability and obligation of the company and other executants hereto continues under all the loaning documents including guarantee(s), executed shall be in force and binding for the loan/credit facility(ies).

Signature (Across the revenue stamp)

Name(s) _____

Address(es) _____

Place _____

Date _____

Annexure to Balance & Security Confirmation

Copy of the resolution passed by the Board of Directors of _____ in their meeting held at _____ a.m./p.m.at _____ on _____ resolved that Shri _____ & Shri _____ be and are hereby jointly or severally authorized to confirm, acknowledge and admit the company's indebtedness and debit balance to The Jhajjar Central Cooperative Bank Ltd; Jhajjar as under, which is being confirmed and acknowledged on the basis of statement of account(s) received from the bank and has been checked and found correct for all the entries therein and the details of interest and other charges charged & debited by the bank in credit facilities/loan account(s).

The company has received the statement of account(s) pertaining to the undernoted loan facilities and the same is/are thoroughly checked and the same is/are correct and accurate.

Sr. No.	Nature of loan facility/Name of loan account	Outstanding as on _____	Rate of interest with _____ rests.	Security
1.				
2.				
3.				
4.				
5.				

Other securities, if any :-

Sr. No.	List of document(s)	Date of document(s)
1.		
2.		
3.		
4.		
5.		

Further resolved that Shri _____ & Shri _____ be and are hereby jointly or severally authorized, empowered and competent to admit and confirm on behalf of the company that all the above loaning/security documents executed by/on behalf of the company in respect of loan facility (ies) credit facility(ies) enjoyed/availed from The Jhajjar Central Cooperative

Bank Ltd; Jhajjar and such loaning document(s) are valid, legal, in full force and binding against the company and the company shall not challenge or question or dispute the correctness of the said figure(s)/amount(s) and shall also not insist/and or demand for production of any statement of account(s) and/or books of accounts/and/or any voucher(s) related to the same.

Resolved that a certified copy of the said resolution be forwarded to The Jhajjar Central Cooperative Bank Ltd; Jhajjar Branch Office_____.

Certified true copy

Chairman/Secretary
(Authorised Signatory)

Annexure-X

Balance & Security Confirmation from Guarantor(s)

**Space for
affixing Revenue
Stamp**

The Branch Manager,
The Jhajjar Central Coop. Bank Ltd., Jhajjar
Branch _____.

Sir/Madam,

Name of borrower(s) _____

My/our loan account(s) _____

I/we hereby confirm, acknowledge and admit the correctness of the debit balance due to the bank in the following loan accounts :-

Sr. No.	Nature of loan facility/Name of loan account	Debit balance outstanding as on _____	Rate of interest per annum with _____ rests as on date of outstanding.	Security
1.				
2.				
3.				
4.				
5.				

Details of other securities, if any :-

I/we further confirm and acknowledge having received the statement of account(s) in the above mentioned account(s) of the borrower(s) and details of interest/and other charges, charged by the bank in the credit facilities/loan account(s) upto the date of debit balance outstanding as on _____. I/We confirm that I/We have gone through and checked the complete statement of account(s) of the above mentioned loan account(s) received upto the date of debit balance above mentioned loan account(s) of the borrower(s). I/We shall not challenge or question or dispute the correctness of the said figure(s)/amount(s) and shall also not insist/and or demand for production of and statement of account(s) and/or books of accounts/and/or any voucher(s), in respect of above mentioned loan facility(ies) upto the date of debit balance outstanding as on _____ later on, in any litigation related to/or based on above mentioned loan account(s)/facility(ies) before any Tribunal/Court/authority for the time being in force.

*Applicable in case of Companies/Trusts

*This letter of acknowledgement and confirmation of debit balance/sum due/outstanding on behalf of the company is given in pursuance to the resolution passed by the Board of Directors of the company in their meeting held on _____(Date). The copy of said resolution duly certified to be true and correct, is submitted herewith/already submitted to the bank. The liability and obligation of the company and other executants hereto continues under all the documents including guarantee(s), executed shall be in force and binding for the loan/credit facility(ies).

Signature (Across the revenue stamp)

Name(s) _____

Place _____

Address(es) _____

Date _____

Annexure to Balance & Security Confirmation to be obtained from Guarantor

Copy of the resolution passed by the Board of Directors of _____ in their meeting held at _____ a.m./p.m.at _____ on _____.

The company has received the statement of account(s) pertaining to the undernoted loan facilities and the same is/are thoroughly checked and the same is/are correct and accurate.

Resolved that Shri _____ & Shri _____ be and are hereby jointly or severally authorized to confirm, acknowledge and admit the debit balance confirmation and acknowledgement of debit balance The Jhajjar Central Cooperative Bank Ltd; Jhajjar, Branch Office _____, as under, which is being confirmed and acknowledged on the basis of statement of account(s) received in the account(s) Shri/Smt./M/S _____ (Name of the Borrower) from the bank and has checked and found correct for all the entries therein and the details of interest and other charges charged & debited by the bank in credit facilities/loan account(s).

Sr. No.	Nature of loan facility/Name of loan account	Outstanding as on _____	Rate of interest with _____ quarterly rests.	Security
1.				
2.				
3.				
4.				
5.				

Other securities, if any :-

Further resolved that Shri _____ & Shri _____ be and are hereby jointly or severally authorized, empowered and competent to admit, confirm and acknowledge the document(s) executed by/on behalf of the company as Guarantor in the loan account of Shri/Smt./M/S _____ (Name of the borrower) and that the document(s) are valid, legal in full force and binding against the company and the company shall not challenge or question or dispute the correctness of the said figure(s)/amount(s) and shall also not insist/and or demand for production of any statement of account(s) and/or books of accounts/and/or any voucher(s) related to the same.

Resolved that a certified copy of the said resolution be forwarded to, Branch Office _____ for their records.

Certified true copy

Chairman/Secretary
(Authorised Signatory)

Annexure-XI

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR

SUPPLEMENTARY AGREEMENT

(FOR CHANGE OF INTEREST RATE OPTION)

This supplementary Agreement made at _____ on this _____ Day of _____ 20__ between Shri/Smt./Km. _____ Son/wife/daughter of Shri _____ r/o _____ (hereinafter called the 'borrower' which expression shall unless repugnant to context include his/her heirs, executors, administrators and assigns) of the One Part and The Jhajjar Central Coop. Bank Ltd; Jhajjar having its Head Office at Mini Secretariat, Gurugram Road , Jhajjar(Haryana) and amongst other a branch office at _____ (hereinafter called the 'bank' which term shall unless repugnant to context include its successors and assigns) of the Other Part.

Whereas the bank has allowed a _____ (type of loan) of Rs. _____ (Rupees _____) to the borrower for the purpose of _____ as per terms and conditions agreed to under the Agreement for _____ (type of loan) dated _____ entered into between the bank and the borrower (hereinafter referred to as the 'said Agreement') which be read as part of present agreement. The borrower's loan account number is _____.

Whereas the borrower had given option of "fixed interest/floating rate" and agreed to pay interest at the rate of _____% per rate with _____ rests.

*Whereas guidelines regarding charging of interest in above loan were revised and under the revised guidelines, the borrowers were given the right to change the option from floating rate of interest to the fix rate of interest in their housing loan accounts.

* I/we authorize the Bank to re-set the fix rate at interest already agreed upon after a stipulated interval at two years from the date of execution of document.

Whereas the borrower desires to have the benefit of the revised guidelines to which the Bank has agreed as herein provided.

Now this Agreement witnesseth as follows :-

1. That with effect from _____ (effective date), the existing para No. _____ of the said Agreement shall stand substituted as under :-

2. Conditions relating to interest rate option

2(A) FIXED INTEREST RATE

(i) The borrower/s agree/s to pay interest under the fixed interest rate option at the rate as prescribed and prevailing as on date of this agreement/at the time of exercise of Fixed Interest option.

Provided that the Bank shall have the discretion to change the rest.

(ii) The option of fixed rate of interest exercised by the borrower/s will not be allowed to be changed for a minimum period of two years, unless Bank otherwise agrees, on conditions as prescribed by the Bank.

(iii) The option exercised by the borrower/s shall be the block period of two years as above, unless, the Bank otherwise agrees on conditions as prescribed by the Bank.

(iv) "Interest rate shall be reviewed and re-set on completion of a block of two years. Year of first disbursement, whatever be the month of availment, will be taken as first year and year will cover the period from 1st April to 31st March. As and from 1st April, after completion of every block of two years, the

*(delete if not applicable)

interest rate as re-set will be applied. If there is any delay in revision/re-set of interest, appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, until it is reset, rate as prevailing before will be applied. If interest rate is not re-set in the year when it is due, it shall be open to the Bank to re-set the interest in any subsequent year and in such event, the interest rate as re-set, will be applicable from 1st April of the year in which it is re-set for the remaining years of block of two years. Only Bank has full discretion to fix/prescribe/revise/re-set the rate of interest.

2(B) The borrower/s exercise/s the “fixed interest rate” option and agree/s to pay interest at the rate and rest as prescribed by Bank.

The rate and rest as on date of this agreement is _____% p.a. with _____ rest.

The interest shall be calculated on the daily balance due to the Bank in the loan account and shall be charged monthly so long as the amount due from the borrower/s is not paid in its entirety and the same will form part of the principal and carry interest at the above mentioned rates.

All other terms and conditions as contained in the said Agreement shall continued to remain in full force.

In witness whereof the parties hereto have set their hands on the day, month and year hereinabove mentioned.

Borrower/s

For The Jhajjar Central Coop. Bank Ltd; Jhajjar
(Authorized Signatory)

Annexure-XII

Dated :

The Branch Manager,
The Jhajjar Central Coop. Bank Ltd., Jhajjar
Branch _____.

Annexure-A**Report of Investigation of Title in respect of immovable property**

1.	a) Name of Branch office seeking opinion																		
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.																		
	c) Name of the Borrowers																		
2.	a) Name of the unit/concern/company/person offering the property(ies) as security.																		
	b) Constitution of the unit /concern /person/ body/authority offering the property for creation of charge.																		
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)																		
3.	Complete or full description of the immovable property(ies) offered as security including the following details.																		
	a) Survey No.																		
	b) Door/House No. (in case of house property																		
	c) Extent/area including plinth/built up area in case of house property.																		
	d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.																		
4.	a) Particulars of the documents scrutinized-serially and chronologically.																		
	b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.				Original/photocopies														
	<table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Date</th> <th>Name/Nature of the document</th> <th>Original certified copy/certified extract/photocopy etc.</th> <th>In case of copies, whether the original was scrutinized by the Advocate</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Sr. No.	Date	Name/Nature of the document	Original certified copy/certified extract/photocopy etc.	In case of copies, whether the original was scrutinized by the Advocate									
Sr. No.	Date	Name/Nature of the document	Original certified copy/certified extract/photocopy etc.	In case of copies, whether the original was scrutinized by the Advocate															
5.	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such																		

	certified copies and relevant fee receipts alongwith the TIR).	
6.	a) Whether the records of registrar office or revenue authorizes relevant to the property in question are available for verification through any online portal or computer system?	
	b) If such online/computer records are available whether any verification or cross checking are made and the comments/findings in this regard.	
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/district registrar/registrar-general. If so, please name all such offices?	
	c) Whether searches has been made at all the offices named at (b) above?	
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/encumbrances for a period of not less than 30 years is mandatory. (Separate sheets may be used)	
9.	Nature of Title of the intended Mortgagor over the property (whether full ownership rights, Leaseholder Rights, Occupancy/Possessory Rights or inam Holder or Govt. Grantee/Allottee etc.)	
10.	If leaseholder, whether, a) lease Deed is duly stamped and registered	
	b) lessee is permitted to mortgage the Leasehold right	
	c) duration of the Lease/unexpired period of lease.	
	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits for the	

	creation of any superstructure (if applicable)?	
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)	
	f) Right to get renewal of the leasehold rights and nature thereof.	
11.	If Govt. grant/allotment/lease-cum/sale Agreement, whether grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property.	
12.	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available. If occupancy right, whether.	
	a) Such right is heritable and transferable.	
	b) Mortgage can be created.	
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	
14.	If the property has been transferred by way of Gift/Settlement Deed, whether	
	a) The Gift/Settlement Deed is duly stamped and registered.	
	b) The Gift/Settlement Deed has been attested by two witnesses.	
	c) The Gift/Settlement Deed transfers the property to Donee.	
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions	
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question.	
	f) Whether the Donee is in possession of the gifted property.	
	g) Whether any life interest is reserved for the Donor of any other person and whether there is a need for any other person to join the creation of mortgage.	
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	
15.	a) In case of partition/family settlement deed, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	
	b) Whether mutation has been affected and whether	

	the mortgagor is in possession and enjoyment of his share.	
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	
	d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/complied with.	
	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	
16.	Whether the title documents include any registered will or unregistered will?	
	a) In case of wills, whether the will is registered will or unregistered will?	
	b) whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	
	c) Whether the property is mutated on the basis of will?	
	d) Whether the original will is available?	
	e) Whether the original death certificate of the testator is available?	
	f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all parties have acted upon the will, etc. which are relevant to rely on the will, availability of Mother/Original title deeds are to be expired).	
17.	a) Whether the property is subject to any wakf rights?	
	b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties?	
	c) Precautions/permissions, if any in respect of the above cases for creation of mortgage?	
18.	a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity whether the major coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	
	b) Please also comment on any other aspect may adversely affect the validity of security in such	

	cases?	
19.	a) Whether the property belongs to any trust or subject to the rights of any trust?	
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	
	c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	
20.	(a) If the property is Agricultural land, whether the laws permit mortgage of Agricultural land and where there are any restrictions for creation/enforcement of mortgage.	
	b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified ensure the validity of the title and right to enforce mortgage?	
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulation, Costal Zone Regulations, Environmental Clearance etc.).	
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	
23.	(a) Whether the property is involved in or subject of any litigation which is pending or concluded?	
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	
	(c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/making.	
24.	(a) In case of partnership firm, whether the belongs to the firm and the deed is properly.	
	(b) Property belonging to partner, whether thrown on hatch pot? Whether formalities for the same have been completed as per applicable laws?	

	(c) Whether the person(s) creating mortgage authority to create mortgage for and on behalf of firm.	
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Article of Association/provision for common seal etc.	
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	
27.	a) Whether any POA is involved in the chain	
	b) Whether the POA involved is one coupled with interest, Le. a Development Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/ developer and as such is irrevocable as per law.	
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/ Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/ units (Builder's POA) or (ii) other type of POA (Common P~A).	
	(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/ compared with the original POA.	
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i. Whether the original POA is verified and the title investigation is done on the basis of original POA? ii. Whether the POA is a registered one? iii. Whether the POA is a special or general one? iv. Whether the POA contains a specific authority for execution of title document in question?	
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	
	(g) Please comment on the genuineness of POA?	
	(h) The unequivocal opinion on the enforceability	

	and validity of the POA?	
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	
	(a) Promoter's/Land owner's title to the land/building;	
	(b) Development Agreement/Power of Attorney;	
	(c) Extent of authority of the Developer/builder;	
	(d) Independent title verification of the Land and/or building in question;	
	(e) Agreement for sale (duly registered);	
	(f) Payment of proper stamp duty;	
	(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	
	(h) Approval of building plan, permission of appropriate/local authority, etc.;	
	(i) Conveyance in favour of Society/ Condominium concerned;	
	j) Occupancy Certificate/allotment letter/letter of possession;	
	(k) Membership details in the Society etc.;	
	l) Share Certificates;	
	(m) No Objection Letter from the Society;	
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations; Co-operative Societies' Laws etc.;	
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	
31.	The period covered under the Encumbrances Certificate and the name of the person in whose	

	favour the encumbrance is created and if so, satisfaction of charge, if any.	
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon.	
	(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	
34.	Details of RTC extracts /mutation extracts/Khata extracts pertaining to the property in question.	
35.	Whether the name of mortgagor is reflected as owner in the revenue/ Municipal Nillage records?	
36.	(a) Whether the property offered as security is clearly demarcated?	
	(b) Whether the demarcation/ partition of the property is legally valid?	
	(c) Whether the property has clear access as per documents?	
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	
	(a) Document in relation to electricity connection;	
	{b) Document in relation to water connection;	
	(c) Document in relation to Sales Tax Registration, if any applicable;	
	(d) Other utility bills, if any.	
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (if the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	

41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	
44.	Additional aspects relevant for investigation of title as per local laws.	
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	

Annexure - B: Certificate of title

1. I have examined the revenue record related to the schedule property to be offered as security by way of **Equitable Mortgage** and that the documents of title referred to in the Opinion of undersigned are valid evidence of Right, title and Interest and the said Equitable Mortgage to be created on the production of original title deed will satisfy the requirements of creation of Equitable Mortgage and I further certify that:
2. I have examined the Documents in detail by taking into account all the Guidelines in the check list vide Annexure-A and the other relevant factors.
3. I confirm having made a search in the office of Sub Registrar _____ and Patwari. I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable/ responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
7. Following scrutiny of Land Records/ Revenue Records related to Title Deeds, I hereby certify the genuineness of the Title Deeds.
8. There is no prior Mortgage/Charge/Encumbrance whatsoever, as could be seen from the record of Patwari pertaining to the Immovable Property.
9. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank.
Not applicable
8. Minor/(s) and his/ their interest in the property.
No share of Minor is involved.
11. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrowers/Mortgagors.Sh./Smt. _____ S/O.W/O.D/O _____ after the execution of sale Deed in his/her favour.

12. I certify that Sh/Smt _____ has absolute, clear _____ and _____ Marketable _____ title _____ over _____ the Schedule property. I further certify that a valid mortgage be enforceable after the execution of sale Deed in favour of Borrower.
13. In case of creation of Mortgage by Deposit of title deeds. I certify that the deposit of following title *deeds*/ documents would create a valid and enforceable mortgage:
1. Original Agreement to sell executed between Sh./Smt. _____ with Sh./Smt. _____ S/o W/O, D/O Sh. _____.
 6. Original Latest Jamabandis for the year _____ in respect of the property in question.
 7. Original Latest Non Encumbrance Certificate issued by Sub-Registrar, _____ in respect of the property in question.
 8. Photocopy of Approved Site Plan.
 9. Photocopy of Sale Deed dated _____ bearing vasika No. _____ executed by Sh./Smt. _____ in respect of the land measuring _____ Kanal _____ Marla (Plot No. _____) in favour of Sh/Smt. _____.
 9. Original Sale Deed as would be executed by Sh.Smt. _____ in respect of the property measuring _____ Kanal _____ Marla in favour of Sh./Smt. _____ .S/o W/O D/O Sh. _____.
 10. Original Mutation as would be sanctioned in favour of Sh./Smt. _____ S/o, W/O, D/O Sh. _____.
 11. Original Latest Jamabandi duly showing the mortgage of The Jhajjar Central Cooperative Bank Ltd; Jhajjar.
11. There are no legal impediments for creation of the Mortgage under any applicable law/ Rules in force.

SCHEDULE OF THE PROPERTY (IES)

Plot No. _____, _____ Floor, measuring _____ Kanal _____ Marla

(_____Sq.Ft),comprised under Khewat/Khatoni No. _____ bearing
Khasra No._____. **Total** land is
_____ 2 Kanal _____ Marla share to extent of _____ i.,e. _____ Kanal
_____ Marla, situated at _____.

Place: Jhajjar

(Name & signature of Advocate with seal)

Dated _____

AFFIDAVIT

I _____ S/O,W/O,D/O Sh. _____, residents of _____.

I _____ the above mentioned deponent do hereby solemnly affirm and declare.

- 1- That I will not raise further similar loan from any other branch of The Jhajjar Central Cooperative Bank Ltd; Jhajjar or any other Bank/F.I. without consent of the Bank.
- 2- That I have read all the terms and conditions of all documents forming part of my loan and have understood their legal implications.

DEPONENT

Verification

I, the deponent above mentioned, do hereby verify that the contents of my above affidavit from para 1 to para 2 are true and correct to my knowledge. No part of it is false and nothing relevant has been concealed or misstated therein therefrom.

Verified at _____ on this ____ day of _____ 20

DEPONENT

Annexure-XIV(i)

Place :

Date :

The Branch Manager,
The Jhajjar Central Coop. Bank Ltd., Jhajjar
Branch _____.

Dear Sir,

Account _____

I/We write to confirm that I/we _____ called on you in your office on _____ (date) and as agreed deposited with your Bank the original title deeds specified in Schedule-'A' hereunder concerning the property belonging to me/us free from encumbrances with intent to create security by way of equitable mortgage in respect of land/property, more fully described in Schedule-'B' together with all buildings, super structure, plant and machinery, constructed and/or to be constructed, installed and/or to be installed and all accretions thereto to secure the repayment of all liabilities/advances already made or which may hereafter be made by the Bank at my/our request to Sh./Smt. _____ (Name of the borrower) under/in respect of any of the following limits/loans and interest, costs and other charges payable in terms of loaning documents executed by the borrower :

Sr. No.	Nature of limit/loan	Amount of limit/loan

I/we agree to execute in your favour Registered mortgage at my/our cost in a form acceptable to you whenever called upon to do so.

I/we further declare that the documents deposited with the Bank are the documents that are in our possession and custody.

Please acknowledge receipt.

Schedule-A

List of Documents of Title

Schedule-B

Description of Property

(Signature of the Mortgagor)

Name _____

Address _____

Annexure-XIV (ii)

Place :

Date :

The Branch Manager,
The Jhajjar Central Coop. Bank Ltd., Jhajjar
Branch _____.

Dear Sir,

Account in the name of _____

On _____, I/we deposited with you in your office the original title deeds of my/our property with intent to create equitable mortgage of the same as security to secure all liabilities/advances under/in respect of the following limits allowed at my/our request to Mr./Ms. _____ (name of the borrower) and interest, cost and other charges :

Sr. No.	Nature of limit/loan	Amount of limit/loan

The Bank has now sanctioned additional/enhanced limits as under :

1. _____
2. _____
3. _____

I/we agree confirm that the Bank shall also keep hold and continue to keep and hold the said title deeds already deposited with the Bank as security in the form of equitable mortgage of the property covered thereby _____ (description of property) by constructive delivery to secure all liabilities/advances under/in respect of the additional/enhance limits and interests, costs and other charges payable in terms of loaning documents executed by the borrowers.

Yours faithfully,

Signature of Mortgagor

Name _____

Address _____

Annexure-XIV (iii)

This letter should be taken where Equitable Mortgage has to be created by the same Mortgagor in the account of another Borrower in respect of the property already mortgaged in an existing account.

Place _____

Date : _____

The Branch Manager,
The Jhajjar Central Coop. Bank Ltd., Jhajjar
Branch _____.

I/we write to confirm that on _____ (date of deposit of title deeds)
I/we deposited the original Title Deeds with intent to create security by way of equitable mortgage for the following limits/loans in the account of Sh./Smt./Ms. _____.

Sr. No.	Nature of limit/loan	Amount of limit/loan

Now, the Bank has at my/our request sanctioned the following credit limits in favour of Sh./Smt./Ms. _____ (Name of the other Borrower).

Sr. No.	Nature of limit/loan	Amount of limit/loan

I/we agree and confirm that the Bank will also keep and hold and continue to keep and hold the said original Title Deeds of my/our property so as to create security of Equitable Mortgage by constructive delivery to secure all liabilities/advances under/in respect of the aforesaid limits and interest, costs and charges payable in respect of loaning documents executed by the borrower.

Yours faithfully,

(Signature of Mortgagor)

Name _____

Address _____

Personal Car Loan scheme

Annexure-A

1. PURPOSE

To purchase:

- 1.1 New Car/Van/Jeep/Multi Utility Vehicle (MUV) or Sports Utility Vehicles (SUV)
- 1.2 Old car/van/jeep/MUV/SUV, which are not older than three years. (only for DCCB, JHAJJAR & Harcobank Staff)

2. ELIGIBILITY

- 2.1(a) Confirmed / permanent employees of State/Central Govt. and their Boards/ Corporation/ undertakings;
- (b) Businessmen whose taxable income is more than Rs. 4.00 lakh p.a. including depreciation as per latest ITR.
- 2.2 For private use: Individuals.
- 2.3 Joint borrowers are also eligible, i.e., parent(s)/spouse/ Earning Children. However, out of these only one joint borrower shall be permitted. Further, in case of joint borrowers an option be got exercised to specify the name of the applicant borrower in whose name they want to get the vehicle registered.

NOTE:-

- (i) At the time of processing of loan the borrower's place of posting should be at Distt. Jhajjar.
- (ii) The prospective borrower's post should not be transferable outside Haryana and Chandigarh;
- (iii) Those branches whose NPA of previous financial year exceeds to 5% in this segment subsequent sanction of loans by the branch will automatically stand withdrawn only till the NPA percentage improves to below 5%.
- (iv) Employees who are placed under suspension are not eligible under the scheme during the period their suspension.
- (v) The minimum length of service must be completed of 3 years.

2.4 MINIMUM INCOME CRITERIA FOR INDIVIDUALS

Minimum gross monthly salary / pension/ income - Rs.20000/-

OR

Subject to change from time to time.

3. EXTENT OF LOAN

3.1 Maximum Rs. 20.00 Lakhs or 20 times of gross monthly salary/ income whichever is lower.

3.2 Nature of Loan - Term Loan

4. MARGIN

4.1 For New Vehicle: 10% of Ex-show room price

4.2 For Old Vehicles: 10% of the value of the vehicle.

4.2.1 (Valuation of old vehicles to be done at current invoice price of the new vehicle less depreciation @ 15% p.a. on straight line method subject to certification of authorized service centre.

5. REPAYMENT PERIOD:

5.1 For New Car/Van/Jeep/MUV/SUV: The loan amount together with interest is to be repaid maximum in 84 equated monthly installments comprising of principal and interest commencing from the succeeding month.

5.2 For Old Car/Van/Jeep/ MUV/SUV: The loan amount together with interest is to be repaid maximum in 60 equated monthly installments.

5.3 Repayment to be ensured upto 65 years of age subject to regular income of the borrower.

5.4 In case the loan is allowed to joint borrowers, it be ensured that atleast one of the joint borrower(s) is able to repay the loan alongwith interest upto the maximum prescribed age, i.e., upto 65 years.

6. PERMISSIBLE DEDUCTION:

- 6.1 The carry home pay (including deduction of proposed personal loan installment) of an employee drawing salary upto Rs. 10.00 lakhs annually under no circumstances should be less than 50% of his/her gross emoluments;
- 6.2 The carry home pay (including deduction of proposed personal loan installment) of an employee drawing salary above Rs. 10.00 lakhs annually under no circumstances should be less than 40% of his/her gross emoluments;

7. REGULARITY OF INCOME:

7.1(a) For Salaried class:- Latest salary slip, Form16/ITR for the last 3 years be taken, perused and placed on record. Assessment of Loan/ Repaying capacity be arrived at on the basis of latest salary slip;

(b) For businessmen :- latest 3 years ITR Returns

7.2 Obtain last 6 month's salary account statement of prospective borrower. CA /CCL account statement of last 6 months in case of businessmen.

7.3 The regularity of income of borrowers over the entire span of loan should be ensure before sanction of loan.

7.4 Salary certificates must be independently verified from HR Deptts./ Admn. of the concerned office by the BM/ Acctt./JA.

7.5 Further, Specific CARE be exercised in respect of IT returns showing SUDDEN SPURT in the salary/ income levels. Recommending/ sanctioning authority to fully satisfy himself/ herself before considering acceptance of such income/ salary. Justification/ basis of the same be provided in the recommendation/ sanction note.

7.6 Illustrative charts indicating Equated Monthly Installment to cover repayment of principal and interest have been provided with the scheme.

7.7 For Recovery/ Repayment of EMIs - Obtain PDcs equivalent to EMIs of loan. Further, Branch Managers are advised to take few additional cheques as security. However, such instruments are to be used only for purpose of taking legal action under Payment and Settlement Act.

8. Rate of Interest on Car Loans – Fix rate option

8.1 For Public :-	For new Car	
	CIBIL Score 800 and above	8½% p.a.
	CIBIL Score 700 and below 800	8.75% p.a.
	CIBIL Score 600 and below 700	9% p.a.

- | | | | |
|------|---|--|-----|
| | CIBIL Score below 600 | not accepted. | |
| | CIBIL Score (0 to – 1) | 9% p.a. | |
| | CIBIL Score (1 to upto 5) | 9% p.a. | |
| 8.2 | For Harcobank employees:- | For new Car | |
| | CIBIL Score 800 and above | 8% p.a. | |
| | CIBIL Score 700 and below 800 | 8.25% p.a. | |
| | CIBIL Score 600 and below 700 | 8.50% p.a. | |
| | CIBIL Score below 600 | not accepted. | |
| | CIBIL Score (0 to – 1) | 9% p.a. | |
| | CIBIL Score (1 to upto 5) | 9% p.a. | |
| 8.3 | For DCCB, JHAJJAR & Harcobank employees:- | For old Car | 11% |
| p.a. | Note:- i) | Rate of interest will be changeable from time to time; | |

9. PENAL INTEREST

After 15 days of default 3% p.a. on default amount over and above the normal rate of interest.

10. LATE PAYMENT CHARGES :-

- a) Late payment charges Rs. 250/- plus taxes after 15 days of default.
- b) Cheque bounce charges Rs. 250/- plus taxes per cheque.

11. PRE-PAYMENT CHARGES :- NIL

12. PROCESSING FEES :-

a) For Public :- Rs. 1000/- plus taxes per vehicle

b) DCCB, JHAJJAR & Harcobank Staff: NIL

Processing fee charges should be obtained before disbursement of loan

13. INSURANCE:

The vehicle will be comprehensively insured by the borrower with an assignment in favour of the bank and the policy be renewed every year for the market value or at least 10% above the loan amount outstanding, whichever is higher. A copy of the Insurance Policy as well as every renewal will be supplied to the bank by the borrower. The borrower will be personally responsible for any lapse in this respect. In case the

insurance policy is not renewed on time, the entire outstanding loan will become immediately payable/ recoverable by/from the borrower.

14. SECURITY: Vehicle purchased to be hypothecated to the bank. Name of the branch must be mentioned on the RC (Registration Certificate) and a BM verified copy of the same to be kept on record. Copy of RC should be submitted by the borrower within three months after that Rs. 2500/- p.m. will be charged as penalty plus taxes if any.

15. GUARANTEE

- Third party guarantee of the spouse or other legal heir will be provided. The borrower will also provide at least one Post Dated Cheque as security for the entire loan amount sanctioned. At least one employee of Govt. of Haryana or its Board, Corporation etc. will also stand surety to the loan amount.

The guarantor (s) CIBIL Score below 600 is not acceptable.

16. DISBURSEMENT:

- i) It should be personally ensured by the Incumbent that draft representing cost of the vehicle is delivered to authorized dealer/seller of the vehicle and receipt/bill in joint names is obtained. While making delivery of the proceeds of the vehicle, an undertaking from the Dealer/ Authorized agent be obtained and held on record that in case of cancellation of booking of vehicle for whatsoever reason, the proceeds shall be refunded directly to the Bank and in any case should not be refunded/ handed over to the borrower.
- ii) The intending borrower will be required to deposit the difference of the cost of the vehicle and amount of loan and bank will pay the entire price of the vehicle to the seller direct on behalf of the borrower. Advance, if any, paid for booking of the vehicle shall be taken as a part of margin.

17. GENERAL:

17.1 Finance will be provided for purchase of vehicle of indigenous/foreign makes.

17.2 Driving license of the borrower may not be insisted upon. An undertaking that the vehicle would be driven by a valid driving license holder to be obtained.

17.3 a) The loan will be disbursed within one month from the date of sanction;

b) KYC norms of prospective borrower / s as well as guarantor(s) must be complied;

Salaried employees, statement of account should be of that account, in which their salary is being credited. This is to facilitate ascertaining general conduct of the account including other borrowings.

17.5 Last three months' liability / installment of other Bank loan can be waived while calculating the loan eligibility.

FOR DCCB, JHAJJAR & HARCOBANK EMPLOYEES ONLY

- i) Employees at the time of availing loan should be posted at Distt. Jhajjar;
- ii) If an employee transferred to DCCB, JHAJJARs, the installment of loan will be serviced through LPC procedure / or PDCs.

18. DOCUMENTATION/ CHECK LIST:

The following documents to be obtained:

- Application– cum – appraisal / sanction Form
- Proforma Invoice.
- Letter of Sanction.
- Letter of Hypothecation –
- Irrevocable letter of authority from borrower authorizing the employer to remit salary/installment and other amount payable to the Bank cum letter of acknowledgement from employer– Wherever applicable.
- Guarantee Deed;
- At location where ECS (Debit) is not available - Recovery/ Repayment of EMIs in Car loan accounts be considered through PDCs /Standing Instruction. Mandate of the customers for debiting their accounts through Advance cheques signed by the borrower repaying monthly installments under the cover of letter be obtained. Such Post dated advance cheques should be obtained of that account whose statement of account is obtained and not of the Bank where a shadow account is opened just for getting cheque book.

OR

Wherever (debit)/ Standing Instructions are obtained, 2-3 PDCs are to be procured/ maintained by the branches/ Retail Asset Branches to keep remedy alive under Section-138 of Negotiable Instruments Act.

- An undertaking that the vehicle would be driven by a valid driving license holder to be obtained.

EMI CHART

Annexure-I

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR

Monthly installment of loan of Rs. 1.00 Lakh at different interest rates for different loan repayment periods

ROI	1 yr	2 yr	3 yr	4yr	5 yr	6yr	7 Yr	8 yr	9 Yr	10 Yr
5.00	8561	4387	2997	2303	1887	1610	1413	1266	1152	1061
5.25	8572	4398	3008	2314	1899	1622	1425	1278	1164	1073
5.50	8584	4410	3020	2326	1910	1634	1437	1290	1176	1085
5.75	8595	4421	3031	2337	1922	1646	1449	1302	1188	1098
6.00	8607	4432	3042	2349	1933	1657	1461	1314	1201	1110
6.25	8618	4443	3054	2360	1945	1669	1473	1326	1213	1123
6.50	8630	4455	3065	2372	1957	1681	1485	1339	1225	1135
6.75	8641	4466	3076	2383	1968	1693	1497	1351	1238	1148
7.00	8653	4477	3088	2395	1980	1705	1509	1363	1251	1161
7.25	8664	4489	3099	2406	1992	1717	1522	1376	1263	1174
7.50	8676	4500	3111	2418	2004	1729	1534	1388	1276	1187
7.75	8687	4511	3122	2430	2016	1741	1546	1401	1289	1200
8.00	8699	4523	3134	2441	2028	1753	1559	1414	1302	1213
8.25	8710	4534	3145	2453	2040	1766	1571	1426	1315	1227
8.50	8722	4546	3157	2465	2052	1778	1584	1439	1328	1240
8.75	8734	4557	3168	2477	2064	1790	1596	1452	1341	1253
9.00	8745	4568	3180	2489	2076	1803	1609	1465	1354	1267
9.25	8757	4580	3192	2500	2088	1815	1622	1478	1368	1280
9.50	8768	4591	3203	2512	2100	1827	1634	1491	1381	1294
9.75	8780	4603	3215	2524	2112	1840	1647	1504	1394	1308
10.00	8792	4614	3227	2536	2125	1853	1660	1517	1408	1322
10.25	8803	4626	3238	2548	2137	1865	1673	1531	1421	1335
10.50	8815	4638	3250	2560	2149	1878	1686	1544	1435	1349
10.75	8827	4649	3262	2572	2162	1891	1699	1557	1449	1363
11.00	8838	4661	3274	2585	2174	1903	1712	1571	1463	1378
11.25	8850	4672	3286	2597	2187	1916	1725	1584	1476	1398
11.50	8862	4684	3298	2609	2199	1929	1739	1598	1490	1406
11.75	8873	4696	3310	2621	2212	1942	1752	1612	1504	1420
12.00	8885	4707	3321	2633	2224	1955	1765	1625	1518	1435
12.25	8897	4719	3333	2646	2237	1968	1779	1639	1533	1449
12.50	8908	4731	3345	2658	2250	1981	1792	1653	1547	1464
12.75	8920	4742	3357	2670	2263	1994	1806	1667	1561	1478
13.00	8932	4754	3369	2683	2275	2007	1819	1681	1575	1493
13.25	8943	4766	3381	2695	2288	2021	1833	1695	1590	1508
13.50	8955	4778	3394	2708	2301	2034	1846	1709	1604	1523
13.75	8967	4789	3406	2720	2314	2047	1860	1723	1619	1538
14.00	8979	4801	3418	2733	2327	2061	1874	1737	1633	1553
14.25	8990	4813	3430	2745	2340	2074	1888	1751	1648	1568
14.50	9002	4825	3442	2758	2353	2087	1902	1766	1663	1583

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR

Application Form for Car Loan

Branch Office: _____ Date of Application: _____

Part – I Applicant/Co- Applicant information					
Amount of loan Rs. _____ (Rupees _____ only)					
1.	Applicant's/Co-Applicant's Name	Last:	First :	Middle:	Recent Self Attested Photograph of the applicant
2.	Father's/ Husband's Name				
3.	i)Address				
	a)Residence Present*:	City/location _____ District _____ Pin Code _____ Country _____			
	b)Office	City/Location _____ District _____ Pin Code _____ Country _____			
	c)Residence Permanent	City/Location _____ District _____ Pin Code _____ Country _____			
	d)E-mail ID				
	e)Mobile No.				
4.	Telephone No. (with STD Code)				
	a) Residence:				
	b) Office:				
	c)Mobile No.				
5.	Income Tax Pan No.*				
	(i) Voter ID No.*	Any one of these			
	(ii) Passport No.*				
	(iii) Driving Licence				
	(iv)Aadhaar No.				
6.	Individual Type	<input type="checkbox"/> Salaried <input type="checkbox"/> Businessman			
7.	a) Age (yrs)				

	b) Date of Birth (dd/mm/yyyy)*:			
	c) Gender (male/female)			
	d) Marital Status	<input type="checkbox"/> Single <input type="checkbox"/> Married		
	e) Number of dependents in the household			
	f) Earning Member, if any, in family excluding applicant			
	g) Banking with us	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, a/c no. _____ Branch _____		
8.	Qualification/Education	<input type="checkbox"/> Matriculation <input type="checkbox"/> Intermediate <input type="checkbox"/> Graduation <input type="checkbox"/> PG <input type="checkbox"/> Ph.D.		
9.	Whether relative of Staff / Director of bank	<input type="checkbox"/> Yes <input type="checkbox"/> No		
10.	Residence Ownership	<input type="checkbox"/> Owned (self/spouse) <input type="checkbox"/> Owned (Parents) <input type="checkbox"/> Other		
11.	Years at current residence*			
12.	Collateral security provided?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
13.	Type of collateral	<input type="checkbox"/> Property	<input type="checkbox"/> NSC/LIC Policy	<input type="checkbox"/> Other
14.	Value of collateral (Rs.)	Rs. _____	Rs. _____	Rs. _____
15.	Type of borrower	<input type="checkbox"/> Salaried <input type="checkbox"/> Businessman		
	Name of the employer	For salaried		For businessman
		_____	_____	_____
	Length of Service / duration of current business	_____	_____	
	*Date of Retirement	_____		
	*Designation	_____		
	Annual Income (Rs.)	Gross		Net
	d) Annual deductions (statutory savings, IT etc in Rs.)*			
16.	Other loans taken (including previous loans from Harcobank	<input type="checkbox"/> Yes <input type="checkbox"/> No		
		Present o/s Rs. _____		

* Delete if not applicable

17.	Spouse Information	
	a) Name of the spouse: b) occupation/ Profession: c) Annual Income*: d) Is she/he furnishing guarantee? e) Income Tax PAN no. (if any)	_____ office Tel No. : _____ Gross _____ Net: _____ <input type="checkbox"/> Yes <input type="checkbox"/> No
18.	Details of Car Loan requested from DCCB, JHAJJAR & Harcobank	
	a) Vehicle to be purchased	Type : _____ Make: _____ Model: _____
	b) Total Cost of the Vehicle:	Rs. _____
	c) Margin/Applicant's Contribution	Rs. _____
	d) Loan amount	Rs. _____
	e) Name & Address of the dealer to whom the payment is to be made	_____ _____
19.	Repayment Period (yrs)	
20.	Monthly installment a) Amount (Rs.)	
	b) Mode	<input type="checkbox"/> Advance Cheques <input type="checkbox"/> Standing instructions
21.	Guarantor : Whether available ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
22.	Name of the applicant borrower in whose name vehicle to be got registered (Applicable only in case of joint borrowers)	
	<p>I/We request for sanction of loan of Rs. _____ for purchase of _____ (name of vehicle) on the basis of information given above.</p> <p>It is declared that:</p> <p>The information given in the loan application is true and nothing has been concealed. The undersigned undertakes to inform the Bank any change in my residence / office address and to provide any further information that the Bank may require. The undersigned has been informed of the charges / fee to be levied by the Bank and agrees to pay upfront fee, documentation charges, etc. as applicable and charged by the bank. The undersigned hereby agree to be bound by these terms and conditions or by the revised additional terms and conditions which may at any time hereafter be made while the loan obtained by me/us is still outstanding.</p> <p>I/We have read and have been advised the terms and conditions relating the scheme for financing _____ (name of the vehicle) and I/We hereby agree to be bound by these rules or by the revised additional terms and conditions which may at any time hereafter be made while the loan obtained by me/us is still outstanding.</p>	

In case the loan is sanctioned I/We authorize The Jhajjar Central Cooperative Bank Ltd. Jhajjar;, BO: _____ to remit the total cost of vehicle to M/s _____ . I/We have deposited/agreed to deposit with the bank the difference between the total cost of vehicle and the amount of loan sanctioned and also agree to comply with all other prescribed formalities and also agree to pay processing charges as applicable and charged by the bank.

Yours faithfully,

Signature and name(s) of applicant(s)

Note: All columns of the form should be properly filled up and supporting documents duly signed by applicant wherever required should be attached, particularly those marked with a *. *If there is a co-applicant, he/she should fill up another form.* If there is guarantor, he/she should also fill up the guarantor information (Part II)

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR

<u>PART-II Guarantor's Information</u>				
1.	Name			
2.	Father's/ Husband's Name		Recent Photograph	
3.	i)Address			
	a)Residence Present*:	_____ _____ City/Location _____ District _____ Pin Code _____ Country _____		
	b)Office	_____ City/Location _____ District _____ Pin Code _____ Country _____		
	c)Permanent address	_____ City/Location _____ District _____ Pin Code _____ Country _____		
	d)E-mail ID			
	e)Mobile No.			
4.	Telephone No. (with STD Code)			
	a) Residence:			
	b) Office:			
5.	Age (years)			
6.	Date of birth			
7.	Gender (Male/Female)			
8.	Qualification			
9.	Is he/she is an Income-tax payer?			
10.	Income Tax PAN no.*	Any one of 10,11 or 12		
11.	Voter ID No*.			
12.	Passport No.*			
13.	Driving Licence No.*			
14.	Type of guarantor	<input type="checkbox"/> Self Employed <input type="checkbox"/> Salaried <input type="checkbox"/> Professional <input type="checkbox"/> Others		
15.	(a)If Self Employed / Professional	His/her firm is	<input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Pvt. Ltd. Co. <input type="checkbox"/> Others	
		Years in Business		
		Total Income in Last 2 yrs	Last year	Year before last

	(b) If Salaried	He/she works for	
		Designation	
		Name & Address of the Employer _____ _____ _____	
	Salary a/c with DCCB, JHAJJAR & Harcobank	<input type="checkbox"/> Yes <input type="checkbox"/> No, If yes, 16 Digit account no. and if no details of Salary Account with Bank, Branch and Account No _____	
	Total Annual Income (Rs.)	Last Year:	Year before last:
	a) Salaried		
	b) Businessman		

(Enclose photocopies of documentary evidence in support of the above)

17. Having fully apprised myself of the particulars submitted in loan application dated _____ for _____ (mention purpose) loan of Rs.. _____ to be considered by the Bank to Shri/Smt./Miss _____ Son/ wife/Daughter of Shri _____

I have agreed to furnish my guarantee for repayment of the loan. I hereby declare that I know the above mentioned applicant (s) very well for the last _____ no. of years. The information furnished by me is true and correct to the best of my knowledge & belief.

Date:

(Signature and name of Guarantor)

Place:

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR

FOR OFFICE USE ONLY:

BO _____.

Credit Information Report : No. _____ Score _____
Borrower _____
Guarantor : _____
Any Adverse report, if so :
detail thereof :

Whether KYC norms in respect of all :
Applicants/co a applicants/guarantors
Have been complied with :

Comments/recommendations of Appraising Officer
(Mention the date of visit at Borrower(s) residence/work place)

Recommended for sanction of a Car/Vehicle Loan of Rs. _____ favouring Sh./ Smt./
Km. _____ for purchase of
_____ (Name of the Supplier) subject to terms & conditions
mentioned above. The loan is proposed to be guaranteed by
Sh./Smt./Km. _____ / collaterally
secured by _____. The loan shall be repayable in
_____ Equated Monthly Installments (EMIs) of Rs. _____ commencing w.e.f.
_____. The applicable rate of interest @ _____, processing fee
Rs. _____ which be communicated through a Sanction Letter and
acknowledgement may be obtained and kept on record.

(Signature and name of Appraising Officer)
Jr. Acctt. Acctt.

Orders of the Sanctioning Authority
Branch Manager

(Signature and name of sanctioning authority)
Branch Manager

Place: _____

Date: _____

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR

BO: _____

Date: _____

To,

Respected Sir/ Madam,

YOUR APPLICATION FOR PERSONAL CAR LOAN – SANCTION LETTER

We are pleased to inform that we have sanctioned a car Loan of Rs. _____ in your favour for _____ purchase of new Car _____ on the undernoted terms & conditions:-

SANCTION TERMS			
Sanctioned Amount			
Rate of Interest			
Type of Interest	Fixed Rate of Interest- Rate of Interest will be revised after every two years as per Bank Reset Clause.		
Margin	10%		
Repayment Tenor			
Number of EMIs			
Repayment to be commenced from			
Amount of EMI			
Processing fee	Rs.	Documentation fee	
Credit Information Report Charges			
Security	Guarantor(s)		
	Primary		
	Collateral		
Prepayment Penalty	NIL		
Penal Interest, if any	After 15 days of default	3% p.a. on default amount over and above the normal rate of interest	
	Late Payment Charges		
Cheque Bounce Charges	Rs.250/- (Plus taxes if any) Per cheque.		
*Vehicle purchased to be hypothecated to the bank and copy of RC be submitted within three months after that Rs. 2500/- p.m. will be charged as penalty plus taxes if any.			

2. The above sanction is, however, subject to:

- i) Execution of Loan documents as per Banks format & guidelines;
- ii) The above sanction shall be valid for a period of one month from the date of issue of the sanction letter.
- iii) That any third party liability coming on the Bank due to wrong information/ declaration given by borrower, will be his/her responsibility.

For The Jhajjar Central Coop. Bank Ltd; Jhajjar

Authorized Signatory

Annexure-IV

(to be stamped as an agreement
Not to be attested)

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR

LETTER OF HYPOTHECATION
(FOR CAR LOAN)

Place-----

Date-----

The Branch Manager,
The Jhajjar Central Coop. Bank Ltd; Jhajjar
B.O. _____

Respected Sir,

In consideration of the Bank allowing/ agreeing to allow an advance by way of term loan of Rs. _____ (_____) (the "Loan") for purchase of _____ (mention the name and description of the vehicle, its make and registration etc.), I/We _____ (name/s) son/ daughter/ wife of Shri _____ resident of _____,

hereinafter referred to as the "Borrower" which shall, unless the context otherwise requires, include his successors and assigns), hypothecate to the Bank the vehicle (the "Hypothecated Vehicle") as security for the payment of the Loan along with interest, cost and other charges. (The term Borrower, in case there is more than one borrower, shall include each one of them in which case their liability shall be JOINT

& SEVERAL). The Borrower hereby agrees as under:-

1. The Bank is authorized to disburse the Loan direct to the vendor, whose bonafides have been verified by the Borrower, together with the contribution/margin money which has already been deposited with the Bank and the Bank will not be liable for any misdeed, wrongdoing or deficiency in service and/or in the vehicle on the part of the vendor.
2. The Hypothecated Vehicle shall be used for personal use and will not be sold, given on lease or on hire or otherwise parted with the possession or encumbered in any way till the repayment of the Loan.
3. (i) The Borrower agrees that the amount of the Loan together with interest will be paid by him regularly in _____ number of Equated Monthly Installments (the "EMI") of ` _____ (_____) comprising of principal and interest and the first EMI shall become due for payment commencing _____.
4. *(i) The Borrower irrevocably authorizes the Bank to recover the amount of EMI and other charges from his SF/CA /OD accounts no. _____ maintained at the Bank's BO: _____ until the Loan is fully repaid and adjusted. The Borrower further undertakes to keep sufficient balance in his said account for recovery of the EMI by the Bank.
*(ii) The Borrower agrees to authorize his employer to remit his salary to the Bank's BO _____ for crediting to his above account.
*(iii) The Borrower hereby deposits post-dated cheques to facilitate the due payment of the EMIs of the Loan as per the Schedule hereunder.
*(iv) The Borrower is willing to make the payment of EMIs of the Loan, through participation in Electronic Clearing Service (ECS) of National Clearing Cell of RBI and authorizes the Bank to raise the debits against the EMIs from his SF/CA/OD account No. _____ maintained at

BO: _____ of _____ Bank (Give name and address of the Bank) through ECS for repayment of the Loan and understands that in the event of the Bank not realizing payment from

ECS for any reason whatsoever, the Borrower shall pay the EMI to the Bank by cash or cheque along with the interest for the delayed period.

The Borrower has given the necessary mandate/will comply with the procedural requirements for participation in ECS and also bear any service charges/fees as prescribed by Bank/RBI from time to time. To facilitate collection of the EMIs in the event of non-receipt of the EMIs by ECS, the Borrower has provided the Bank with _____ number of undated cheques for the amount of the EMIs. The Borrower authorizes the Bank to fill up the dates as and when required, but without being bound, to collect the cheques to meet defaults in payment of the EMIs.

*Delete, if not applicable.

5. The Borrower agrees that in case the Loan is pre-paid by availing loan from other bank/FI, he will bear and pay the prepayment charges at ___% of the outstanding amount of the Loan pre-paid.

6. Notwithstanding the above, in case the Borrower fails to pay any three EMIs (not necessarily consecutive) or in the case of contravention of any of the terms and conditions herein or in case the Hypothecated Vehicle is lost or destroyed or otherwise becomes unavailable or untraceable as a result of theft or otherwise for any reason whatsoever, it shall be lawful for the Bank to recall by a demand in writing the entire outstanding amount in the Loan account and the Borrower shall pay the same notwithstanding the period of EMIs fixed as aforesaid.

7. INTEREST OF RATE OPTIONS - Fixed with a reset clause.

The reset clause is as under :-

“Interest rate shall be reviewed and re-set on completion of a block of two years. _____ Year of first disbursement, whatever be the month of availment, will be taken as first year and _____ year will cover the period from 1st April to 31st March. As and from 1st April, after completion of every block of two years, the interest rate as re-set will be _____ applied. If there is any delay in revision/re-set of interest, appropriate adjustment _____ will be made in the account, effective from 1st April of the year. If the interest rate is _____ not re-set, until it is reset, rate as prevailing before will be applied. If interest rate is _____ not re-set in the year when it is due, it shall be open to the Bank to re-set the _____ interest in any subsequent year and in such event, the interest rate as re-set, will be _____ applicable from 1st April of the year in which it is re-set for the remaining years of _____ block of two years. Only Bank has full discretion to fix/prescribe/revise/re-set the _____ rate of interest.

Accordingly, the rate of interest in the loan accounts sanctioned under fixed option shall be reset on 1st April every year, after completion of every block of two years, and rate shall continue to be fixed till next applicable reset date.”

7.1 The interest shall be calculated on daily balance basis due to the Bank and shall be charged monthly so long as the amount due is not repaid in its entirety and shall form part of the principal and carry interest at the Applicable Interest Rate.

8. Notwithstanding the above, if the Bank, on the request of the Borrower, in its discretion decides to make available to the Borrower the option of application of lower rate of interest, as applicable to fresh Loans under the Scheme, it is open to the Bank to charge and levy a Switchover Fee at the rate prescribed by the Bank.

9. The Borrower agrees to pay penal interest at 3% p.a. with agreed rests in case of default in:

a) Payment of interest and/or any installment on the due dates,

a.i

After 15 days of default 3% p.a. on default amount over and above the normal rate of interest.

a.ii LATE PAYMENT CHARGES :-

Late payment charges Rs. 250/- plus taxes after 15 days of default

Cheque bounce charges Rs. 250/- plus taxes per cheque.

a.iii Copy of RC should be submitted by the borrower within three months after that Rs. 2500/- p.m. will be charged as penalty plus taxes if any.

b) Furnishing information as prescribed/called for by the Bank; or

c) Non-compliance of any other terms & conditions

d) Besides this, the Bank shall have the option to recall the entire outstanding and the Borrower undertakes to pay the amount outstanding upon demand by the Bank.

10. The Borrower also agrees that in case the amount outstanding in the Loan account is not paid by him after demand in writing by the Bank, it shall be lawful for the Bank and its officers to call on him and take possession of the Hypothecated Vehicle.

In case of default on his part to deliver possession, it shall be lawful for the Bank and its officers to take possession of the Hypothecated Vehicle from him and sell the same by private contract or otherwise as pledge / hypothecate / mortgagee for adjustment of the Loan account at his risk and responsibility, and get the same transferred in the name of the purchaser by signing the necessary documents without reference to the Borrower and he undertakes to pay the amount of shortfall, if any.

11. The Borrower undertakes to keep the Hypothecated Vehicle insured for its full value by taking comprehensive policy in the joint names of the Bank and the Borrower with agreed Bank clause with any Insurance Company approved by the Bank. The Borrower shall produce the relevant policy or policies of insurance along with receipt of premium paid to the insurance company from time to time for its inspection regularly. In case the Borrower fails to keep the Hypothecated Vehicle insured and to produce such policy or policies and receipts to the Bank, the Bank shall be at liberty, but not bound, to effect such insurance and pay such premium at the Borrower's expense by debiting to the Loan account and the amount of premium shall form part of the Borrower's indebtedness to the Bank under the Loan and be secured fully by the hypothecation hereby created.

12. The Borrower further declares and agrees: -

a) that upon any money becoming payable under the policy, the Bank shall be entitled to receive the same.

b) that the receipt of the Bank shall be a complete and good discharge of the insurance company;

c) that any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the company and the insured or any of them arising under or in connection with the

insurance policy if made by the Bank shall be valid and binding on all parties, but not so as to impair the right of the Bank to recover the full amount of any claim it may have on other parties and

d) that any sum received under such insurance shall be applied in or towards liquidation of the amount due to the Bank on account of the Loan, interest and other charges as aforesaid and in the event of there being a surplus the same shall be refunded to the Borrower, if no other amount is due from him.

13. The Hypothecated Vehicle will be got registered with the appropriate transport authority in the joint names of the Bank and the Borrower.

14. The Borrower agrees and hereby gives to the Bank during the currency and for the payment of the Loan, a general lien and right to set off; and combine accounts without notice; and charge on all movable property of every description coming into the Bank's possession on account of the Borrower for the time being held by the Bank on behalf of the Borrower whether singly or jointly with others in India or elsewhere including, without prejudice to the generality, any monies, bullion, deposits, deposit receipts, promissory notes, bill of exchange, cheques, railway receipts, Govt. bills and other documents/securities of every description.

15. That any demand herein may be made on the Borrower by an officer of the Bank or any notice in writing under the hands of any such officer either served personally on the Borrower or left at or sent by post to him at his address registered/available with the Bank.

16. The Borrower hereby consents that in case he commits default in repayment of the Loan, the Bank/RBI can disclose his name in such manner and through such medium, as they deem fit. The Borrower further consents for disclosure of his name by the Bank to any credit information company, as deemed fit.

SCHEDULE

DATE OF CHEQUES* AMOUNT

- 1.
- 2.
- 3.
- 4.
- 5.

Yours faithfully,

Signature-----

Name-----

* Note: Advance cheques may be obtained under the Scheme. The number, amount and dates of such cheques should be synchronizing with the number, amount and due dates of term Loan installments. Such cheques should be drawn favouring 'The Jhajjar central Coop. Bank Ltd; Jhajjar' and on the reverse of the cheques, 'payment of installment in term Loan account No. _____' can be written.

Annexure-V

IRREVOCABLE LETTER (IN DUPLICATE) OF AUTHORITY FROM BORROWER
AUTHORISING THE EMPLOYER TO REMIT SALARY/INSTALMENT AND OTHER AMOUNT
PAYABLE TO THE BANK CUM LETTER OF ACKNOWLEDGEMENT FROM EMPLOYER

To

REG: _____ LOAN OF _____
(_____) A/C No. _____
SANCTIONED TO ME BY THE JHAJJAR CENTRAL COOP. BANK LTD; JHAJJAR.
B.O. _____

Respected Sir,

The above loan has been sanctioned to me by The Jhajjar Central Coop. Bank Ltd; Jhajjar. *I hereby
authorise you to remit my salary every month to The Jhajjar Central Coop. Bank Ltd; Jhajjar
BO: _____ for crediting my account No. _____

*I hereby authorise you to pay a sum of ` _____ (_____
_____ only) every month from my salary to The Jhajjar Central Coop. Bank Ltd; Jhajjar
BO: _____ for credit to my aforesaid loan account No. _____ with them.

I hereby authorise you to remit the amount payable to me by way terminal benefits and gratuity, by
reason of my retirement, resignation or discontinuing in the service for any reason, to The Jhajjar
Central Coop. Bank Ltd; Jhajjar, BO: _____ for crediting to my aforesaid loan
account No. _____ with them.

This authority is irrevocable until the loan amount mentioned above with interest is paid in full and
written consent of the Bank is obtained.

Yours faithfully,

PLACE: _____

ADDRESS: _____

SIGNATURE _____

DATED: _____

NAME OF EMPLOYEE _____

* DELETE WHICHEVER IS NOT APPLICABLE

We have received the above letter of authority of Sh. _____ and noted for
compliance.

(EMPLOYER)

Signature & stamp of the officer authorised to disburse salary and allowance

PLACE : _____

DATED: _____

IRREVOCABLE LETTER OF AUTHORITY FROM BORROWER AUTHORISING THE EMPLOYER TO REMIT SALARY/INSTALMENT AND OTHER AMOUNT PAYABLE TO THE BANK CUM LETTER OF ACKNOWLEDGEMENT FROM EMPLOYER

To

REG: _____ LOAN OF _____
(_____) A/C No. _____
SANCTIONED TO ME BY THE JHAJJAR CENTRAL COOP. BANK LTD; JHAJJAR
B.O. _____

Respected Sir,

The above loan has been sanctioned to me by The Jhajjar Central Coop. Bank Ltd; Jhajjar *I hereby authorise you to remit my salary every month to The Jhajjar Central Coop. Bank Ltd; Jhajjar BO: _____ for crediting my account No. _____.

*I hereby authorise you to pay a sum of ` _____ (_____ only) every month from my salary to The Jhajjar Central Coop. Bank Ltd; Jhajjar BO: _____ for credit to my aforesaid loan account No. _____ with them.

I hereby authorise you to remit the amount payable to me by way terminal benefits and gratuity, by reason of my retirement, resignation or discontinuing in the service for any reason, to The Jhajjar Central Coop. Bank Ltd; Jhajjar, BO: _____ for crediting to my aforesaid loan account No. _____ with them.

This authority is irrevocable until the loan amount mentioned above with interest is paid in full and written consent of the Bank is obtained.

Yours faithfully,

PLACE: _____

ADDRESS: _____

DATED: _____

SIGNATURE _____

NAME OF EMPLOYEE _____

* DELETE WHICHEVER IS NOT APPLICABLE

We have received the above letter of authority of Sh. _____ and noted for compliance.

(EMPLOYER)

Signature & stamp of the officer authorised to disburse salary and allowance

PLACE : _____

DATED: _____

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR

AGREEMENT OF GUARANTEE

This agreement of Guarantee is made at _____ (Place) this _____ day of ____ 20____ between _____ (hereinafter called the Guarantor(s)' which term shall, wherever the context so permits mean and include his/her/their (heirs, successors, administrators, executors and assigns) of the first part and The Jhajjar Central Coop. Bank Ltd; Jhajjar, B/o _____, having its head office being its Mini Secretariat, Gurugram Road, Jhajjar (Haryana) (hereinafter called the Bank which term shall wherever the context so permits mean and include its successors and assigns) of the second part.

Whereas at the request of Guarantor(s) the Bank has agreed to allow/ continue enhance an accommodation by way of _____ to Sh./Smt./Messrs _____ (hereafter called the Borrower(s)* on the terms & conditions contained. _____ AND whereas the Guarantor(s) has/have agreed to guarantee due payment of the amount due to the Bank in respect of the said limits of Rs._____

NOW THIS INDENTURE WITNESSETH AS UNDER:

That in consideration of the Bank allowing/continuing/enhancing at the request of the Guarantor(s) an accommodation by way of _____ to the Borrower(s) at its _____ Branch on terms and conditions contained in _____ the Guarantor(s) hereby agree(s) with the Bank as under:-

2. The Guarantor(s) hereby guarantee(s) jointly and severally to pay the bank after demand in writing all principal, interest, costs, charges and expenses due and which may at any time become due to the Bank from the Borrower(s), on the accounts opened in respect of the said limits (hereafter called the said accounts') down to the date of payment and also all loss or damages, costs, charges the expenses and in the case of legal costs, as between attorney and client occasioned to the bank by reason of omission, failure or default temporary or otherwise in such payment by the Borrower(s) or by the Guarantor(s) of any of them including costs (as aforesaid) of enforcement or attempted enforcement of payment by suit

or otherwise or by sale or realization or attempted of sale or realization of any security for the said indebtedness or otherwise howsoever or any costs (which costs to be as aforesaid) charges or expenses which the Bank may incur by being joined in any proceeding to which the Bank may be made or may make itself party either with or without others in connection with any such securities or any proceeds thereof.

3. The Guarantor(s) hereby declare(s) that this guarantee shall be a continuing guarantee and remain operative in respect of each of the said limits severally and may be enforced as such in the discretion of the Bank, as if each of the facilities/limits had been separately guaranteed by him/her/ them. This guarantee shall not be considered as cancelled or in any way affected by the fact that at any time or from time any of the said accounts may show on liability against the Borrower(s) or may even show credit in his/her/their favour but shall continue and remain in operation in respect of all subsequent transactions till the accounts are closed.
4. The Guarantor(s) hereby consent(s) to the bank making any variance without reference or notice to him/her/them, that it may think fit in the terms of contract, including any change in rate of interest charged to the account, with the Borrower(s). The Guarantor(s) further consent(s) to the Bank accepting additional collateral security of any kind, determining enlarging or varying any credit to him/her/them or making any composition with him/her/them or promising to give him/her/them time are not sue him/her/them and to the Bank parting with any security it may hold for the guaranteed debt. The Guarantor(s) also agree(s) that he/she/they shall not be discharged from his/her/their liability by the bank releasing the Borrower(s) or by any action or omission of the Bank, the legal consequences of which may be to discharge the Borrower(s) or by any act of the Bank which would, but for this present provision be inconsistent with his/her/their rights as guarantor(s) or by the Bank's omission to do any

act which, but for this present provision, the Bank's duty to the Guarantor(s) would have required the Bank to do. Though as between the borrower(s) and the guarantor(s) he/ is she /they are guarantor(s) only, the guarantor(s) agree(s) that as between the Bank and guarantor(s) he/she/they are debtor(s) jointly with the borrower(s) and accordingly he/she/they shall not as such be entitled to claim the benefit of legal consequences of any variation in the terms of the contract and to any of the rights conferred on a Guarantor by Sections 133,134,135, 139 and 141 of the Indian Contract Act. The Guarantor(s) further agree(s) that the acceptance by the Bank of any irregular payments or any amount short of the amount of agreed installment/s, whether made before or on due dates or thereafter by the Borrower(s), shall not discharge the Guarantor(s) from his/her/their liability and such acceptance will not amount to or create any new or fresh contract. The Guarantor(s) further agree(s) that the Bank shall be under no obligation to notify

him/her/them, any default committed by Borrower(s) at any time or from time to time.

19. The Guarantor(s) hereby consent(s) to the Bank renewing from time to time the said _____ limits of Rs. _____ allowed to the Borrower(s) obtaining fresh documents from him/her/them closing the existing accounts, opening new accounts, or transferring the same or part thereof to any branch of the Bank. Notwithstanding this, the Guarantor(s) agree(s) and declare(s) that he/she/they shall remain liable to the bank for any indebtedness of the Borrower(s) under the renewed limit and terms and conditions of this deed shall apply and govern their liability under the renewed limit.
20. The Guarantor(s) further declare (s) that all dividends, compositions or payment received by the bank from Guarantor(s) or any other persons liable to him/her/them or his/her/ their representative shall be taken and applied as payment in gross and the Guarantor(s) and his/her/their representatives shall have no right to claim the benefit of any such dividends, compositions or payment until full amount of all claims of the Bank against the Borrower(s) and his/her/their representatives which are covered by this guarantees shall have been paid.
21. No advance, overdraft or other credit facilities that the Bank may give to the Borrower(s) beyond the limit mentioned in para No.1 above or obtaining of any other guarantee or security from the Borrower(s) shall determine, prejudice or lessen the liability of the Guarantor(s) hereunder.
22. The Guarantor(s) further agree(s) that any accounts settled between the Bank and the Borrower(s) or the balance admitted or confirmed by him/her/them or his/her/their authorized agents as due on the said accounts to the Bank will be conclusive and shall not be disputed or questioned by the Guarantor(s).
23. The Guarantor(s) authorize(s) and appoint(s) each of the borrowers or any person duly authorized by them as agent to confirm the balance due and acknowledge liability on his/her/their behalf as Guarantor(s) from time to time. The Guarantor(s) further agree(s) that any acknowledgement of liability made by Borrower(s) or any person duly authorized by him/her/ them to operate account or any of the co-guarantors as agent on behalf of the Guarantor(s) shall be binding on them for giving fresh start of limitation and also for admission of liability against him/her/them.
24. In case the Bank sells the hypothecated, pledged or mortgaged security/ies held in the loan account, the Guarantor(s) agree(s) that the Bank may sell said securities without giving any notice of such sale of the Guarantor(s). The Guarantor(s), agree(s) that he/she/they will not question the sale or the sale price in any manner or on any ground whatsoever.

25. In case the amount guarantee by the Guarantor(s) is paid by the Borrower(s) to the Bank and the Bank in consequence discharges the Guarantor(s) from all liabilities under this guarantee, but it is subsequently determined by a Court of Law or otherwise that the said payment was a fraudulent preference and the Bank is made to refund the said amount, the Guarantor(s) liability to the Bank on the basis of this guarantee shall revive to the same extent and in the same manner as if such payment had never been made.
12. The Guarantor(s) also agree(s) that the Bank may enforce the guarantee without enforcing, selling or realizing any of the securities kept under lien, hypothecated, pledged or mortgaged with it, notwithstanding that any bills or other instruments given by the Borrower(s) in the said account may be in circulation for collection and outstanding.
13. The guarantee hereby given shall not be determinable or taken as satisfied by the Guarantor(s) except on the terms of his/their making full payment upto the limit of his/their guarantee for any then outstanding liabilities or obligations on the said account. The guarantee shall not be affected by his/their death or insanity until the Bank shall have received formal authentic notice in writing thereof.
14. If the Guarantor(s) has/have or shall hereafter take any security from the Borrower(s) in respect of his/their liability under this guarantee, the Guarantor(s) will not prove in the liquidation of the Borrower(s) in respect thereof to the prejudice of the Bank and such security shall stand as security and shall be forthwith deposited with the Bank.
15. So long as any money remains owing under this guarantee, the bank shall have lien on all moneys standing to the credit of guarantor(s) and on any securities or goods in the hands of the bank belonging to any of the Guarantor(s) and the Bank shall be entitle to appropriate/set off/realize to same.
16. The absence of infirmity in the borrowing powers on the part of the Borrower(s) or any irregularity whatsoever in the exercise thereof shall not affect the liability of the Guarantor(s) and any moneys advanced to the Borrower(s) shall be deemed to be due and owing notwithstanding such absence, infirmity or irregularity and this guarantee shall not be affected by any changed in the name or constitution of the Borrower(s). It is further expressly agreed that this guarantee shall remain enforceable against the Guarantor(s) irrespective of the fact whether the contract between the Borrower(s) and his/their creditor is enforceable at law or now. It is also expressly agreed that in case the guarantee given by the Guarantors cannot be enforced or becomes unenforceable at law for any reason whatsoever, the guarantee given hereunder be enforced as an indemnity against the Guarantor(s)

and he/they agree(s) and undertake(s) indemnify and reimburse the Bank for any loss, damages, costs and other charges which the Bank may have to recover the realize from the Borrower(s) in his/their accounts with it.

17. Any notice by the Bank in writing under this guarantee or a demand in writing shall be deemed to have been duly given to the Guarantor(s) by sending the same by post addressed to him/them at the address hereunder written and shall be effectual notwithstanding any change of residence or death and notwithstanding the notice therefore to the Bank and such demand shall be deemed to have been received by the Guarantor(s) 24 hours after the posting thereof and shall be sufficient to prove that the letter containing the demand was properly addressed and posted.

24. The Guarantor(s) agree(s) that a copy of account of the principal debtor(s) contained in the Bank books of account signed by the Manager for the time being of the office at which such accounts shall be kept or any officer of the Bank shall be conclusive evidence against him/them of the account for the time being due to the Bank from the principal debtor(s) in any accounts or other proceedings brought against him/her/their upon this guarantee.

25. The Guarantor(s) hereby agree(s) as a pre-condition of the loan/advance given to the borrower/s by the Bank that in case the borrower/s commit default in the repayment of loan advance or in the repayment of interest thereon or any of the agreed installments of the loan on due date(s) the Bank and / or the Reserve Bank of India will have an unqualified right to disclose the guarantor/s names or the names of his / her/ their company/firm/unit and its respective Directors/partners/ Proprietors as defaulter/s in such manner and through such medium as the Bank or the Reserve Bank of India in their absolute discretion may think fit.

26. The Guarantor(s) understand(s) that as a pre-condition, relating to grant of the loans/ advances/credit facilities to the borrower/s, the creditor bank requires Guarantor(s) consent/s for the disclosure by the Bank of information and data relating to Guarantor(s) of the credit facility availed of/to be availed, by the Borrower/s, obligations assumed/to be assumed, by the Guarantor(s), in relation thereto and default, if any, committed by the Guarantor(s), in discharge thereof.

Accordingly, The Guarantor(s) hereby agree(s) and give consent for the disclosure by the bank of all or any such;

- g) Information and data relating to Guarantor(s);

- h) The information or data relating to guarantee to secure any credit facility availed of/to be availed, by borrower/s and
- i) Default, if any, committed by Guarantor(s), in discharge of his/her/their such obligation, as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd; and any other agency authorized in this behalf by RBI;
 Guarantor(s) declare(s) that the information and data furnished by the borrower/s to the Bank are true and correct.

Guarantor(s) undertake(s) that:-

(a) The Credit Information Bureau (India) Ltd; and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and

(b) The Credit Information Bureau (India) Ltd; and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Bank/financial Institutions and other credit grantors or registered user, as may be specified by the Reserve Bank in this behalf.

21. That the Guarantor(s) agree(s) not to induct a person, who has been identified as 'willful defaulter' as per definition given as per RBI directions/guidelines, as a director on its Board. If any defaulter, who is a "willful defaulter" as per definition referred to above, is on the Board of Guarantor(s) the Guarantor(s) undertake/s to get him/her removed from its Board. The guarantor(s) agrees(s) to make necessary amendments, if need be, in its regulations to make above requirement as a ground for removal of directors and furnish a copy of regulation as amended, to the bank (applicable in case of Company only)

In witness whereof the Guarantor(s) and the Bank have set their hands hereunto on _____ day _____ 20

Guarantor(s)

1.
 Signature _____
 Name _____
 Occupation _____
 Address _____

2.
 Signature _____
 Name _____
 Occupation _____
 Address _____

WITNESS:

5. _____
 6. _____

For and on behalf of the Bank

ADDITIONAL DOCUMENTS

Rate of Interest option regarding retail lending loan schemes

Please refer to our earlier letter No.1099-1102 dated 09.08.2018 in which it has been advised that BoDs of the Bank in its meeting held on 27.06.2018 vide resolution No. 12 has decided to allow only "Fixed" rate of interest in all retail lending schemes with a re-set clause as under :-

"Interest rate shall be reviewed and re-set on completion of a block of two years. Year of first disbursement, whatever be the month of availment, will be taken as first year and year will cover the period from 1st April to 31st March. As and from 1st April, after completion of every block of two years, the interest rate as re-set will be applied. If there is any delay in revision/re-set of interest, appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, until it is reset, rate as prevailing before will be applied. If interest rate is not re-set in the year when it is due, it shall be open to the Bank to re-set the interest in any subsequent year and in such event, the interest rate as re-set, will be applicable from 1st April of the year in which it is re-set for the remaining years of block of two years. Only Bank has full discretion to fix/prescribe/revise/re-set the rate of interest.

Accordingly, the rate of interest in the loan accounts sanctioned under fixed option shall be reset on 1st April every year, after completion of every block of two years, and rate shall continue to be fixed till next applicable reset date."

The following documents are enclosed for implementation

- i) Revival letter (for all schemes)
- ii) Balance Confirmation letters from Borrower & Guarantor (for all schemes)
- iii) Investigation Report (applicable where equitable mortgage required)

Incumbents are advised to note the aforesaid instructions for strict compliance.

Sd/-
Textile Engineer

Annexure-A

PERSONAL LOAN SCHEME FOR GOVT. EMPLOYEES & THEIR ENTERPRISES

1. SCHEME APPLICABILITY

Branches of The Jhajjar Central Coop. bank Ltd; Jhajjar

ELIGIBILITY

Confirmed / permanent employees of State / Central Govt. and their Boards/ Corporations / undertakings.

NOTE:-

- (i) At the time of processing of loan the borrower's place of posting should be at Distt. Jhajjar.
- (ii) The prospective borrower's post should not be transferable outside to Haryana and Chandigarh;
- (iii) Those branches whose NPA of previous financial year exceeds to 5% in this segment. subsequent sanction of loans by the branch will automatically stand withdrawn only till the NPA percentage improves to below 5%.
- (iv) Employees who are placed under suspension are not eligible under the scheme during the period of their suspension.
- (v) The minimum length of service must be completed of 3 years.

2. PURPOSE

To meet the urgent requirements of personal nature such as education, marriage of children, foreign travel, family functions, medical expenses etc.

3. MINIMUM NET MONTHLY INCOME

Rs.20,000/- per month gross pay for eligible customers.

OR

Subject to change from time to time by the Bank.

Statement of salary account of prospective borrower minimum for last six months be obtained. This is to facilitate ascertaining general conduct of the account including other borrowings.

Last three months salary certificate/slip of prospective borrower be obtained showing details of salary/emoluments. The salary certificate/slip be duly verified by the employer and should bear signatures of officer authorized to disburse salary and allowances. Such official may also indicate the mode (i.e. cash or cheque or through bank account) of payment of salary/emoluments.

- Obtain last three years' Income Tax Returns;
- Obtain all other loan account statements of prospective borrower of last 6 months.

4. **NATURE AND AMOUNT OF LOAN**

Term loan and overdraft with reducing D.P. basis Minimum and maximum amount of loan would be Rs.50,000/- and Rs.15,00,000/- respectively.

5. **Extent of loan :-** Maximum Rs.15.00 Lakhs or 15 times of the gross salary whichever is lower.

6. **MARGIN :-** NIL

7. **REPAYMENT PERIOD. – 60 months or residual service period whichever is less.**

8.1 (a) **Term loan**

60 equated monthly installments (EMIs) comprising of principal & interest OR remaining period of service, whichever is earlier. Installment to commence one month after disbursement of loan.

8.1(b) **Overdraft:**

The overdraft limit shall be adjusted within a maximum period of 60 months by reducing Drawing Power (DP) equivalent to EMI amount at the beginning of every month.

Obtain initially 24 advance (PDCs) instead of 60 advance cheques (PDCs) signed by the borrowers be ensured towards repayment of equated monthly installments or of such number of cheques, which equal remaining period of service along with Letter of Deposit. The obtaining of advance cheques shall, however, be applicable where check off facility is not available. Check off facility means where the employer undertakes to deduct the monthly installment from the salary and remit the same towards adjustment of the loan till its liquidation and also confirm/ undertake attachment of terminal dues of borrower employees.

8. RATE OF INTEREST – Fix rate option (P.L.-Govt.)

i) Salary account of prospective borrower not with Harcobank;

CIBIL Score 800 and above	11.75% p.a.
CIBIL Score 700 and below 800	12% p.a.
CIBIL Score 600 and below 700	12.25% p.a.
CIBIL Score below 600	not accepted.

i) a)

CIBIL Score (0 to – 1)	12.50% p.a.
CIBIL Score (1 to upto 5)	12.50% p.a.

- **0.25% less rate of interest will be charged to applicable rate of interest wherever DDO gives the consent to remit the EMIs to loan sanctioning branch after deducting the prospective borrower's salary;**

ii) Salary account of prospective borrower with DCCB & Harcobank;

CIBIL Score 800 and above	11½% p.a.
CIBIL Score 700 and below 800	11.75% p.a.
CIBIL Score 600 and below 700	12% p.a.
CIBIL Score below 600	not accepted.

ii)a)

CIBIL Score (0 to – 1)	12.25% p.a.
CIBIL Score (1 to upto 5)	12.25% p.a.

Note: In case prospective borrower after taking loan from DCCB & Harcobank shifts his/her salary account to other Bank 1% extra rate of interest will be charged over and above the applicable rate of interest.

iii) DCCB & Harcobank Staff;

CIBIL Score 800 and above	10% p.a.
CIBIL Score 700 and below 800	10.25% p.a.
CIBIL Score 600 and below 700	10.50% p.a.
CIBIL Score below 600	not accepted.

iii)a)

CIBIL Score (0 to – 1)	11.50% p.a.
CIBIL Score (1 to upto 5)	11.50% p.a.

9. PENAL INTEREST

After 15 days of default 3% p.a. on default amount over and above the normal rate of interest.

10. LATE PAYMENT CHARGES :-

c) Late payment charges Rs. 250/- (Plus taxes if any) after 15 days of default

d) Cheque bounce charges Rs. 250/- (Plus taxes if any) per cheque.

(Also applicable to DCCB & Harcobank staff)

11. PROCESSING FEES

i) Processing fee – PUBLIC :- 0.50% of the loan amount (minimum Rs. 500/- and maximum Rs. 5000/-plus taxes)

ii) Processing fee – DCCB & HARCOBANK STAFF :- NIL

Note: Obtain processing fee before disbursement of loan.

12. PRE-PAYMENT CHARGES :- NIL

13. SECURITY

- i) Third Party guarantee of one employee acceptable to the Bank in case where salary account not maintained with DCCB & Harcobank Branch;
- ii) Third party guarantee of one employee or insurance of the loan amount in case where salary account maintained with DCCB & Harcobank (except DCCB & Harcobank staff)
- iii) The Guarantor(s) CIBIL Score below 600 will not be accepted;
- iv) Advance cheques (PDCs);

Note:-Security Cheques can be replaced by charging Rs.1000/- plus taxes by sanctioning authority.

14. GENERAL TERMS AND CONDITIONS

- a) i) The carry home pay (including deduction of proposed personal loan installment) of an employee drawing salary upto Rs. 10.00 lakh annual under no circumstances should be less than 50% of his/her gross emoluments;

- ii) The carry home pay (including deduction of proposed personal loan installment) of an employee drawing salary above Rs. 10.00 lakh annual under no circumstances should be less than 40% of his/her gross emoluments;
- b) As the personal loan granted under the scheme is clean in nature, utmost care should be exercised in sanction/conduct of the account, therefore, the concept of KYC norms be meticulously followed of the borrower as well as the guarantor (s);
 - c) Net salary means gross salary of the officer as per salary certificate less deductions for various loan installments, provident funds, income tax & other statutory dues, etc.
 - d) Affidavit of Rs. 5/- be obtained declaring that no further loan will be raised either from The Jhajjar Central Coop. Bank Ltd; Jhajjar or any other Bank under the same similar scheme till full repayment of personal loan from The Jhajjar Central Coop. Bank Ltd; Jhajjar ;
 - e) While allowing finance under the scheme within the city, Incumbents Incharge may ensure that borrowers' place of work is in close vicinity of the branch so that recovery aspect can be kept under proper control by the Branch.
 - f) Recommending incumbents should invariably mention the date of visit at Borrower's residence/work place in his recommendations and also mention the name of visiting Officer/ Official of the Branch.
 - g) It has been decided to capture the Permanent Address of the borrower besides obtaining the present address.
 - h) Atleast three post dated cheques be obtained from each and every borrower.
 - i) Further, advance cheques be obtained from the borrower alongwith letter of deposit for debiting the amount of installment to his/her account.
 - j) However, where the employer agrees to check-off facility viz undertakes to deduct the monthly installment from the salary and remit the same directly till liquidation of loan, advance cheques may not be obtained.
 - k) The requirement of obtaining of acknowledgement of irrevocable Letter of Authority may not be insisted upon as obtaining of advance cheques provides

Bank with a recourse under Section 138 of Negotiable Instrument Act against the defaulting borrowers. Incumbents to take action as per Bank's extant guidelines/Law in respect of advance cheques which are received bank unpaid.

- l) A letter addressed to the employer by Registered Post informing details of Personal Loan raised by the employee from the Bank. The acknowledgement of this letter by employer not to be insisted when post-dated cheques for payment of installments are obtained from the borrower.
- m) Sanction of loan will be sole discretion of the Bank;
- n) Loan should be disbursed within one month after sanction of loan;
- o)
 - a. If the borrower is defaulter of upto Rs. 1000/- of Credit card in CIBIL Score, then the sanctioning power will be of one step higher rank;
 - b. If the borrower is defaulter of above Rs. 1000/- of Credit Card in CIBIL Score loan request is not acceptable.
- p) Last three months liability/ installments of other Bank loan can be waived while calculating the loan eligibility.

FOR DCCB & HARCOBANK EMPLOYEES ONLY

- iii) Employees at the time of availing loan should be posted at Distt. Jhajjar;
- iv) If an employee transferred to DCCBs, the installment of loan will be serviced through LPC procedure / or PDCs.

15. DOCUMENTS / CHECK LIST (PL – Govt. Employee)

- i) Loan application form---- **Annexure-I.**
- ii) Term loan Agreement---- **Annexure-II-A, II-B**
- iii) Guarantee Deed (wherever applicable)-----**Annexure-III**
- iv) Irrevocable letter of authority (in duplicate) authorizing the employer to remit salary/installment and other amount payable to the Bank cum letter of acknowledgement from employer (wherever applicable) ---- **Annexure-IV**
- v) Advance cheques (P.D.Cs) with letter of deposit where check off facility is not available-----**Annexure-V**
- vi) Affidavit ----- **Annexure-VI**
- vii) Sanction letter ----- **Annexure-VII**
- viii) ITRs of last three years (wherever applicable)
- ix) Statement of account of prospective borrower minimum for last six months.
- x) Age, address, identity and income proof.
- xi) Last three months' authenticated Salary Slip/Certificate.
- xii) PAN CARD
- xiii) Adhaar No.
- xiv) Any other information/document, which may be necessary, as per the requirement in each case.

16. EMI CHART

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR

Monthly installment of loan of Rs. 1.00 Lakh at different interest rates for different loan repayment periods

ROI	1 yr	2 yr	3 yr	4yr	5 yr	6yr	7 Yr	8 yr	9 Yr	10 Yr
5.00	8561	4387	2997	2303	1887	1610	1413	1266	1152	1061
5.25	8572	4398	3008	2314	1899	1622	1425	1278	1164	1073
5.50	8584	4410	3020	2326	1910	1634	1437	1290	1176	1085
5.75	8595	4421	3031	2337	1922	1646	1449	1302	1188	1098
6.00	8607	4432	3042	2349	1933	1657	1461	1314	1201	1110
6.25	8618	4443	3054	2360	1945	1669	1473	1326	1213	1123
6.50	8630	4455	3065	2372	1957	1681	1485	1339	1225	1135
6.75	8641	4466	3076	2383	1968	1693	1497	1351	1238	1148
7.00	8653	4477	3088	2395	1980	1705	1509	1363	1251	1161
7.25	8664	4489	3099	2406	1992	1717	1522	1376	1263	1174
7.50	8676	4500	3111	2418	2004	1729	1534	1388	1276	1187
7.75	8687	4511	3122	2430	2016	1741	1546	1401	1289	1200
8.00	8699	4523	3134	2441	2028	1753	1559	1414	1302	1213
8.25	8710	4534	3145	2453	2040	1766	1571	1426	1315	1227
8.50	8722	4546	3157	2465	2052	1778	1584	1439	1328	1240
8.75	8734	4557	3168	2477	2064	1790	1596	1452	1341	1253
9.00	8745	4568	3180	2489	2076	1803	1609	1465	1354	1267
9.25	8757	4580	3192	2500	2088	1815	1622	1478	1368	1280
9.50	8768	4591	3203	2512	2100	1827	1634	1491	1381	1294
9.75	8780	4603	3215	2524	2112	1840	1647	1504	1394	1308
10.00	8792	4614	3227	2536	2125	1853	1660	1517	1408	1322
10.25	8803	4626	3238	2548	2137	1865	1673	1531	1421	1335
10.50	8815	4638	3250	2560	2149	1878	1686	1544	1435	1349
10.75	8827	4649	3262	2572	2162	1891	1699	1557	1449	1363
11.00	8838	4661	3274	2585	2174	1903	1712	1571	1463	1378
11.25	8850	4672	3286	2597	2187	1916	1725	1584	1476	1398
11.50	8862	4684	3298	2609	2199	1929	1739	1598	1490	1406
11.75	8873	4696	3310	2621	2212	1942	1752	1612	1504	1420
12.00	8885	4707	3321	2633	2224	1955	1765	1625	1518	1435
12.25	8897	4719	3333	2646	2237	1968	1779	1639	1533	1449
12.50	8908	4731	3345	2658	2250	1981	1792	1653	1547	1464
12.75	8920	4742	3357	2670	2263	1994	1806	1667	1561	1478
13.00	8932	4754	3369	2683	2275	2007	1819	1681	1575	1493
13.25	8943	4766	3381	2695	2288	2021	1833	1695	1590	1508
13.50	8955	4778	3394	2708	2301	2034	1846	1709	1604	1523
13.75	8967	4789	3406	2720	2314	2047	1860	1723	1619	1538
14.00	8979	4801	3418	2733	2327	2061	1874	1737	1633	1553
14.25	8990	4813	3430	2745	2340	2074	1888	1751	1648	1568
14.50	9002	4825	3442	2758	2353	2087	1902	1766	1663	1583

Annexure -I

THE JHAJJAR CENTRAL COOP. BANK LTD; JHAJJAR

Application Form for Personal Loan

B.O. _____ Date of application _____

Photograph

Part-I applicant information

Amount of loan applied for Rs. _____

1.	Applicant's name	
2.	Father's/Husband's Name	
3.	(a) Permanent address	
	(b). Correspondence address	
	(c) Office	
4.	Telephone Nos.	
	a) Residence	
	b) Office	
	c) Mobile	
5.	(i) Income Tax Pan No.	
	(ii) Voter ID No.	
	(iii) Passport No.	

	(iv) Driving License	
	(v) Adhaar No.	
6.	Individual type	<input type="checkbox"/> Salaried
7.	Age (years)	
8.	Marital status	<input type="checkbox"/> Single <input type="checkbox"/> Married
9.	Qualification	
10.	A-(i)House ownership: Owned(Self/spouse)_____Owned (Parents)_____ Others _____	
	B- Is the house mortgaged <input type="checkbox"/> At Cost <input type="text"/> Market value	
	C- Value of house _____	
11.	(a) Years at current residence _____	
	(b) Period of stay at present posting _____	
12.	Collateral security provide	<input type="checkbox"/> Yes <input type="checkbox"/> No
	a)Type of collateral security provided	<input type="checkbox"/> Property <input type="checkbox"/> NSC/ LIC <input type="checkbox"/> Others
	b) Value of collateral security	Rs.
13.	Employer information and annual income details :- Name of the employer _____ Length of service _____ Date of retirement _____ Designation _____ Gross Salary _____ Net Salary _____	
14.	Average saving balance in last six months	
15.	Other loans taken (including previous loans from DCCB, , Jhajjar & Harco Bank):- Loan amount Rs. _____ Present O/standing Rs. _____ Whether regular _____ Monthly repayment (Rs.) _____	
16.	Detail of Personal loan requested from DCCB, , Jhajjar.	
	a)Purpose of loan_____	b) Amt. of loan_____
17.	Repayment period	
18.	Mode of payment	<input type="checkbox"/> Advance cheques <input type="checkbox"/> Standing instructions
19.	Guarantor : Whether available ? <input type="checkbox"/> Yes <input type="checkbox"/> No	

20.	Name, Address & telephone numbers of one reference:- Reference (I) _____ (II) _____
21.	Details of any pending court cases of Banks/Financial Institution <input type="checkbox"/> Yes <input type="checkbox"/> No
22.	<p>I request for sanction of loan of Rs. _____ as Personal Loan on the basis of information given above.</p> <p>I declare that all the particulars and information given in the application form are true, correct and complete and upto date in all respects and I have not withheld any information. I confirm that I have/had no insolvency proceedings initiated against me nor have I ever been adjudicated insolvent. I confirm that I had never been awarded an adverse judgment or decree in a court case involving breach of contract, tax malfeasance or other serious misconduct and never been a defaulter with The Jhajjar Central Coop. Bank Ltd; Jhajjar / other financial institution. I agree to bear and pay the processing fees of _____ or as prescribed by the bank from time to time. The processing fee once deposited will not be refunded. I also agree to bear and pay an associate membership fees of Rs.110/- presently or as prescribed by the Bank from time to time. "I authorize The Jhajjar Central Coop. Bank Ltd; Jhajjar or its agent to make references and queries relating to information in this application, which The Jhajjar Central Coop. Bank Ltd; Jhajjar considers necessary. I also authorize The Jhajjar Central Coop. Bank Ltd; Jhajjar or it's agent to make information relating to my loan details and repayment history information to other Banks/financial institutions/credit Bureaus/agencies as may be required and shall not hold The Jhajjar Central Coop. Bank Ltd; Jhajjar liable for use of this information. I undertake to inform The Jhajjar Central Coop. Bank Ltd; Jhajjar regarding any change in my residence/employment and to provide any further information that The Jhajjar Central Coop. Bank Ltd; Jhajjar may require.</p> <p>I have read and have been advised the terms & conditions relating the scheme for Personal Loan and I hereby agree to be bound by these rules or by the revised additional terms & conditions which may at any time hereafter be made while the loan obtained by me is still outstanding.</p>

I also agree to pay interest as applicable and charged by the bank.

Yours faithfully,

Signature & name of applicant

Note: All columns of the form should be properly filled up and supporting documents wherever required should be attached.

“FOR OFFICE USE ONLY”

BO _____

BRIEF CONFIDENTIAL REPORT OF INDIVIDUALS (BORROWER/GUARANTOR)

<u>Sr. No.</u>	<u>Particulars</u>	<u>Borrower</u>	<u>Guarantor</u>
1.	Name & Address of Borrower/ guarantor		
2.	Purpose of loan & Amount		
3.	Details of Immoveable Property		
	(a) Situated at		
	(b) Whether encumbered/ unencumbered		
	(c) Present Market Value (Approx.)		
	(d) Source of verification		
4.	Past dealings with the Bank		
5.	Market report on borrower/guarantor		
6.	Any other relevant information		

COMMENTS/RECOMMENDATIONS OF BRANCH MANAGER

(Mention the date of visit at Borrower(s) residence/work place).

BRANCH MANAGER

PHOTOGRAPH

GUARANTOR'S INFORMATION

1. Name&address of the guarantor _____
2. Father's/Husband's name _____
3. Correspondence address _____

4. Office address _____

5. Permanent Address _____

6. Date of Birth _____
7. Qualification _____
8. Adhaar No. _____
9. Is he/she is an income tax payer:-
Income Tax PAN No. _____ Voter ID No. _____
Passport No. _____ Driving License No. _____
10. Telephone Nos. _____ (R) _____ (O)
11. Type of guarantor/ Salaried
Name _____ Designation _____
Office address _____ Income _____

(Enclose photocopies of documentary evidence in support of the above)

Having fully apprised myself of the particulars submitted in loan application dated _____ for _____ (mentioned purpose) loan to be considered by the Bank to Shri/Smt./Miss _____ Son/Wife/Daughter of Shri _____, I have decided to furnish my guarantee for repayment of the loan in case of default. I hereby declare that I know the above mentioned applicant (s) very well for the last _____ no. of years. The information furnished by me is true and correct to the best of my knowledge & belief.

Date :

Place :

SIGNATURE OF GUARANTOR

Annexure-II(A)

(to be stamped as an agreement
Not to be attested/witnessed)

THE JHAJJAR CENTRAL COOP. BANK LTD; JHAJJAR

TERM LOAN AGREEMENT

(for Personal loan)

This loan agreement is made on this _____ day of _____ 20__ between
Shri/Smt. _____ S/o, _____ D/o/W/o
_____ R/o _____

(hereinafter called as “the borrower” which terms shall, unless repugnant to the context, include his/her and each of his/her legal heirs, representatives, executors, administrators, successors and assigns) of the ONE PART and The Jhajjar Central Coop. Bank Ltd; having it Mini Secretariat, Gurugram Road, Jhajjar (Haryana) and its interalia Branch Office at _____ (hereinafter called “The Bank” which expression shall, unless repugnant to the context, include its successors and assigns) of the OTHER PART.

WHEREAS THE borrower has approached the Bank for a terms loan of Rs. _____ (Rupees) _____ to meet his/her personal needs.

WHEREAS the Bank has agreed to advance a sum of Rs. _____ (Rupees) _____ only) by way of term loan on the terms & conditions mentioned below:-

NOW THIS AGREEMENT WITNESSETH AS UNDER

1. The Bank shall lend to the borrower a term loan of Rs. _____ (Rupees) _____ only). The Bank shall be entitled to disburse the loan in stages.
2. (i) The borrower shall repay the said term loan including interest in _____ equated monthly installments. The first installment shall be payable one month after the disbursement of the loan or as fixed by the bank.

(ii) Notwithstanding the repayment of the loan and interest in installments and other charges in the manner as stipulated herein, the borrower shall remain liable to pay any balance outstanding after adjustment of the above payments and such balance outstanding, if any, shall be payable along with last installment.
- 3A. The borrower shall pay interest at _____ % p.a. (Fix) with monthly rests with reset clause. The reset clause is as under :-

“Interest rate shall be reviewed and re-set on completion of a block of two years. Year of first disbursement, whatever be the month of availment, will be taken as first year and year will cover the period from 1st April to 31st March. As and from 1st April, after completion of every block of two years, the interest rate as re-set will be applied. If there is any delay in revision/re-set of interest, appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, until it is reset, rate as prevailing before will be applied. If interest rate is not re-set in the year when it is due, it shall be open to the Bank to re-set the interest in any subsequent year and in such event, the interest rate as re-set, will be applicable from 1st April of the year in which it is re-set for the remaining years of block of two years. Only Bank has full discretion to fix/prescribe/revise/re-set the rate of interest.

Accordingly, the rate of interest in the loan accounts sanctioned under fixed option shall be reset on 1st April every year, after completion of every block of two years, and rate shall continue to be fixed till next applicable reset date.”

The borrower agrees to pay the processing fees of Rs. _____ Plus taxes, if any, or as prescribed by the bank from time to time. The borrower also agrees to bear and pay an associate membership fee of Rs.110/- presently or as prescribed by the Bank from time to time. The processing fee once deposited will not be refunded.

- 3B. Interest shall be calculated on the daily balance due to the Bank in the said account and shall be charged on the account on the last working day of the month so long as the debt herein incurred is not paid by the borrower in its entirety and will form part of the principal and carry interest at the above mentioned rate.
- 3C. The borrower agree to bear and pay interest tax as may be payable at the rate in force. The Bank shall have the discretion to decide the manner of computation of interest tax and charging thereof in the account.
- 4A. The borrower agrees to pay penal interest at 3% p.a. with agreed rests as under:-
- a) After 15 days of default 3% p.a. on default amount over and above the normal rate of interest.
- b)The borrower agrees to pay late payment charges as under:-
- | | |
|-----------------------|--|
| Late payment charges | Rs. 250/- (Plus taxes if any) after 15 days of Default. |
| Cheque bounce charges | Rs. 250/- (Plus taxes if any) per cheque.
<u>(Also applicable to DCCB, Jhajjar & Harcobank staff)</u> |
- c)In case of default in furnishing statements/returns as prescribed by the bank.
- a. In case of default in complying with the terms & conditions of the loan/ of this agreement.
- b. In case the account becomes irregular or any other reasons whatsoever, on the amount outstanding from the date of default/account becomes irregular.
- d)the borrower agrees to pay after taking loan from DCCB , Jhajjar& Harcobank shifts his/her salary account to other Bank 1%extra rate of interest will be charged over and above the applicable rate of interest.
- 4B. Charging of penal interest shall be without prejudice to any other right available to the Bank.

5. *(i) The borrower authorizes the Bank to debit a sum of Rs. _____ (Rupees _____ only) every month to my SF/ CA/OD accounts No. _____ with the bank and credit it to the aforesaid loan account until the loan is fully adjusted. Authority given by the borrower to the bank is irrevocable unless and until the loan is repaid by him in full.
- *(ii) The borrower will authorize his/her employer to remit his/her salary every month to the bank for crediting to his/her above account.
- *(iii) The borrower hereby deposits post-dated cheques to facilitate the due payment of installments in the above loan account as per the schedule-I to this agreement.

(*Delete, if not applicable)

iv Collection of loan installment through ECS(Delete, if not applicable)

The borrower is willing to make the payment of regular equated monthly installment of his/her loan account as referred to above, through participation in Electronic Clearing Service (ECS) of National Clearing Cell of RBI. The borrower authorizes the Bank to raise the debits against the equated monthly installments of the loan as referred to above from his/her SF/CA/OD account No. _____ at _____ Bank (Give name and address of the Bank) through ECS for adjusting against credit in his/her loan account. The borrower understands that in the event of Bank not realizing payment from ECS for any reason whatsoever, he/she has to pay monthly EMI to the Bank by cash or cheque, without prejudice to pay interest for delay.

The borrower has given the necessary mandate/will comply with the procedural requirements for participation in ECS and also bear any service charges/fees as prescribed by Bank/RBI from time to time.

To facilitate collection of installment in the event of non-receipt of payment of EMI by ECS, the borrower has provided the Bank with _____ number of undated cheques for the amount of EMI each. The borrower authorize the Bank to fill up the dates as and when required and without being bound, collect the payment of such cheques to meet the EMI defaults.

- 6A. The Bank shall be entitled at its option to recall the entire outstanding together with interest and other charges in the following cases.
- a. In case the borrower defaults in payment of any installment or interest.
 - b. In case the borrower contravenes any of the terms & conditions of the loan and/or of this agreement.
 - c. In such other cases/circumstances as the Bank may deem fit and proper.
- 6B. In the event of the Bank exercising its power to recall as aforesaid, the borrower undertakes that irrespective of the period for which the loan is made, the borrower shall pay to the Bank immediately after demand whereby the recall is made, the balance then outstanding on the said account together with interest and all other charges due thereunder.
- 7A. The Bank shall always be at liberty to stop making advances at any time without previous notice and without assigning any reason even though the term loan limit has not been fully availed.

- 7B. That the borrower undertakes and agrees that he/she will not raise any further loan from any other branch of the Bank or any other bank under the same or similar scheme till full repayment of personal loan, without consent of the Bank.
8. That the amount due to the Bank on this account shall be payable by the borrower at _____ office of the Bank where the account is maintained or at the Head Office of the bank at Jhajjar.
9. That incidental charges at the rate fixed by the Bank from time to time at its discretion shall be debited to the said account for half year or part thereof and will form part of principal and carry interest at the same rate as of the amount advanced.
10. The borrower agrees and hereby gives to the Bank during the currency and for the payment of the said term loan account, a general lien and right to set off and combine accounts without notice and charge on all movable property of every description coming into their possession on account of the borrower for the time being held by the Bank on behalf of the borrower whether singly or jointly with others in India or elsewhere including, without prejudice to the generality, any monies, bullion, deposits, deposit receipts, promissory notes, bill of exchange, cheques, railway receipts, Govt. bills and other documents of every description.
11. That any demand herein may be made on the borrower by an officer of the Bank or any notice in writing under the hands of any such officer either served personally on the borrower or left at or sent by post to him/her at his/her address registered/available with the Bank.
12. The borrower hereby agrees as a pre condition of the loan/advance given to him by the Bank that in case he commit/s default in the repayment of loan/advance or in the repayment of interest thereon or any of the agreed installments of the loan on due date(s), the Bank and/or the Reserve bank of India will have an unqualified right to disclose his/her name as defaulter in such manner and through such medium as the Bank in their absolute discretion may think fit.
- 13 (i)The borrower understands that as a pre-condition, relating to grant of the loan/advances/other non-fund based credit facilities to the borrower/s, the Bank requires the borrower's consent for the disclosure by the Bank of information and data relating to the borrower/s, the credit facilities availed of/to be availed, by the borrower, obligations assumed/to be assumed, by the borrower, in relation thereto and default, if any, committed by the borrower in discharge thereof.
- (ii)Accordingly, the borrower hereby agrees and gives consent for the disclosure by the Bank of all or any such:
- a. Information and data relating to borrower.
 - b. The information and data relating to any credit facility availed of/to be availed by the borrower/s and;
 - c. Default, if any, committed by the borrower in discharge of the borrower's such obligation, as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd;. And any other agency authorized in this behalf by RBI.
- (iii) The borrower declares that the information and data furnished by the borrower to the bank are true and correct.

(iv) The borrower undertakes that:

a. The Credit Information Bureau (India) Ltd; and any other agency so authorized may use/process the said information and data disclosed by the Bank in the manner as deemed fit by them; and

b. The Credit Information Bureau (India) Ltd. And any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Banks/Financial Institutions and other Credit grantors of registered users, as may be specified by the Reserve bank in this behalf.

In witness whereof, the parties have signed these presents at _____ on the day, month and year above mentioned.

SCHEDULE-I

DATE OF CHEQUES*

AMOUNT

1.

2.

3.

4.

5.

Borrower

FOR THE BANK

***Note :** Advance cheques may be obtained under the Scheme. The number, amount and dates of such cheques should be synchronize with the number amount and dates of term loan installments. Such cheques should be drawn favouring The Jhajjar Central Cooperative Bank Ltd; B/o _____ and on the reverse of the cheques, payment of installment in term loan account No. _____ can be written.

Annexure-II(B)

(to be stamped as an agreement
Not to be attested/witnessed)

THE JHAJJAR CENTRAL COOP. BANK LTD;
JHAJJAR

OVERDRAFT AGREEMENT

(for Personal loan)

In consideration of The Jhajjar Central Coop. Bank Ltd; Jhajjar having its Head Office at Mini Secretariat, Gurugram Road, Jhajjar (Haryana) and amongst others a branch office at _____ (hereinafter called 'the Bank' which term shall, unless repugnant to the context, include its successors and assigns) allowing or agreeing to allow Sh. /Smt. _____ (hereinafter referred to as the borrower which expression, unless repugnant to the context shall include his/her heirs, executors, administrators, assignees, legal representatives and successors in interest) an advance by way of overdraft upto the extent and limit of Rs. _____ (Rupees _____ only) on a reducing drawing power (DP) limit basis to meet his/her personal needs, the borrower hereby agrees as under:-

1. That the Bank shall not, under this agreement, be required to make advance to exceed the said limit. The borrower shall, however, be responsible for the payment on demand of the entire amount that may at any time, be due in the account although such amount may exceed the said limits;
2. That the limit will be reduced every month by an amount of Rs. _____ (Rupees _____ only);
3. That the borrower shall be at liberty to make draws within the reduced overdraft limit;
4. A) that the interest at the rate of ___% p.a. (fix) shall be calculated on the daily balance due to the Bank on the said account and shall be charged monthly so long as the amount due from the borrower is

not paid in its entirety and the same will form part of the principal and carry interest at the above mentioned rates;

The reset clause is as under :-

"Interest rate shall be reviewed and re-set on completion of a block of two years. Year of first disbursement, whatever be the month of availment, will be taken as first year and year will cover the period from 1st April to 31st March. As and from 1st April, after completion of every block of two years, the interest rate as re-set will be applied. If there is any delay in revision/re-set of interest,

appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, until it is reset, rate as prevailing before will be applied. If interest rate is not re-set in the year when it is due, it shall be open to the Bank to re-set the interest in any subsequent year and in such event, the interest rate as re-set, will be applicable from 1st April of the year in which it is re-set for the remaining years of block of two years. Only Bank has full discretion to fix/prescribe/revise/re-set the rate of interest.

Accordingly, the rate of interest in the loan accounts sanctioned under fixed option shall be reset on 1st April every year, after completion of every block of two years, and rate shall continue to be fixed till next applicable reset date.”

B) that the borrower shall pay and bear interest tax, if any, at the rate as in force from time to time. The Bank shall have the discretion to decide the manner of computation and charging of the same in the account;

C) That in case of default in the payment of interest on the due date

And/or

In case the entire loan is recalled by the bank s herein provided

And/or

In case the account becomes irregular

a) On account of excess borrowing due to overdrawal of limit;

b) For any other reason whatsoever

The borrower shall pay increased interest at the rate of 3% p.a with agreed rests over and above the agreed rate of interest as under:-

PENAL INTEREST

After 15 days of default 3% p.a. on default amount over and above the normal rate of interest.

LATE PAYMENT CHARGES :-

Late payment charges Rs. 250/- (Plus taxes if any) after 15 days of default.

Cheque bounce charges Rs.250/- (Plus taxes if any) per cheque.
(Also applicable to DCCB, Jhajjar & Harcobank staff)

PROCESSING FEES

Processing fee – PUBLIC :- 0.50% of the loan amount (minimum Rs. 500/- and maximum Rs. 5000/-plus taxes)

Processing fee – DCCB, JHAJJAR & HARCObANK STAFF :- NIL

Note: Obtain processing fee before disbursement of loan.

5. That charging of additional / increased interest shall be without prejudice to the Bank's rights to enforce securities or pursue other remedies open to the bank;
That the borrower shall pay incidental charges/other charges, as fixed by the bank from time to time, during the currency of the account;
6. That the borrower shall keep the balance in the account within the reduced limit and repay the amount availed under OVERDRAFT inclusive of interest within _____ months;
7. That the Bank shall be entitled to recall the amount outstanding;
 - a) If balance in the account is not kept within the reduced limit;
 - b) For contravention of any of the terms of agreement;
 - c) For any other reason whatsoever.
8. That after demand being made by the Bank, the borrower shall pay to the Bank the balance then outstanding and owing to the Bank on the said account inclusive of interest at the rate mentioned above to the date of payment, together with all the charges and expenses charged or incurred by the Bank as ascertained from the books of the Bank and the borrower agrees to accept the same as sufficient proof of the correctness thereof without production of any voucher or paper;
9. That the borrower shall not raise any other loan from any other Branch of the bank or any other Bank / F.I/NBFC under the same or similar scheme till full repayment of personal loan, without seeking prior consent of the bank;
10. That the amount due to the Bank on this account shall be payable by the borrower at _____ branch of the bank where the account is maintained or any the CBS branches (applicable in case the loan facility has been availed from a CBS Branch) or at the Head Office of the Bank at Jhajjar and the Bank shall be entitled to bring a suit against the borrower either at the place where the branch is situated or at Jhajjar where the Head Office of the bank is located;
11. That the borrower shall be liable for all costs of recovery incurred by the bank before filing a suit and also for all costs in connection with the suit/decreed till recovery of full amount;
12. That the borrower shall not be entitled to any interest for any sum which may at any time stand to his/ her credit in this account;
13. That the bank will always be at liberty to stop making fresh advances at any time without prior notice, which notice is hereby expressly waived and without assigning any reason even though the said limit has not been fully availed of;
14. That the borrower authorizes The Jhajjar Central Coop. Bank Ltd; Jhajjar Branch Office _____ to debit a sum of Rs. _____ (Rupees _____ only) every month to his/her SF/CA/OD account No. _____ with the Bank and

credit it to his/ her aforesaid loan account until the loan is fully adjusted. The authority given by the borrower to the Bank is irrevocable unless and until the loan is repaid in full by him/ her

(delete if not applicable)

15. That the borrower further agrees and hereby gives to the Bank during the currency and for the repayment of its dues a general lien and right of set off and combine accounts without notice and charge on all moveable property of every description coming into possession and control of the bank on account of the borrower, or for the time being held by the bank on behalf of the borrower, whether alone or jointly with others in India or elsewhere including without prejudice to this generally, any moneys, Bank drafts, deposit receipts for moneys, promissory notes, bills of exchange, hundies, stocks and shares, goods and merchandise, bills of lading, railway receipts, lorry receipts, government bills with inspection notes and other bills in course of collection, articles in safe custody and other documents of title to goods and any other negotiable or transferable instruments or securities, instruments and documents of title of immovable property and mercantile documents of every description including hire purchase agreements or contracts or other than those affecting immovable property and requiring registration under the Acts or laws relating to registration and other documents evidencing the title of the borrower as creditors or members of any corporation, association, Registered Society, Company or Syndicate in India or elsewhere;

16.i) That the borrower hereby agrees as a pre-condition of the loan/ advance given to him/ her by the Bank that in case he/she commits default in the repayment of loan/advance or in the repayment of interest thereon on due date (s), the Bank and / or the Reserve bank of India will have unqualified right to disclose his/her name as defaulter in such manner and through such medium as the bank or Reserve Bank of India in their absolute discretion may think fit.

16 ii) That the borrower understands that as a pre-condition relating to grant of the loan/ advances/ other non fund based credit facilities to the borrower, the Bank requires the borrower's consent for the disclosure by the bank of Information and data relating to the borrower, the credit facilities availed of / to be availed by the borrower, obligations assumed/ to be assumed by the borrower in relation thereto and default, if any, committed by the borrower in discharge thereof.

Accordingly, the borrower hereby agrees and gives consent for the disclosure by the Bank of all or any such:

- a) Information and data relating to borrower;
- b) Information and date relating to any credit facility availed of / to be availed of by the borrower and ;
- c) Default, if any, committed by the borrower, in discharge of the borrower's such obligation, as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India)

Ltd; and any other agency authorized in this behalf by the Reserve Bank of India;

iii)that the borrower undertakes that :-

- a) The credit Information Bureau (India) Ltd; and any other agency so authorized may use/process the said information and data disclosed by the bank in the manner as deemed fit by them and that;
- b) The credit information bureau (India) Ltd; and other agency so authorized may furnish the said information for banks/ Financial Institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

The borrower declares that the information and data furnished by him/ her to the Bank is true and correct.

In witness whereof, the parties hereunto set their hands at _____ this _____ day of _____ two thousand _____

The borrower

For The Jhajjar Central Coop. Bank Ltd; Jhajjar

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR

AGREEMENT OF GUARANTEE

This agreement of Guarantee is made at _____ (Place) this _____ day of ____ 20____ between _____ (hereinafter called the Guarantor(s)' which term shall, wherever the context so permits mean and include his/her/their (heirs, successors, administrators, executors and assigns) of the first part and The Jhajjar Central Coop. Bank Ltd. Jhajjar, B/o _____, having its head office being its Head Office, Mini Secretariat, Gurugram Road, Jhajjar (Haryana) (hereinafter called the Bank which term shall wherever the context so permits mean and include its successors and assigns) of the second part.

Whereas at the request of Guarantor(s) the Bank has agreed to allow/ continue enhance an accommodation by way of _____ to Sh./Smt./Messrs _____ (hereafter called the Borrower(s)* on the terms & conditions contained. _____ AND whereas the Guarantor(s) has/have agreed to guarantee due payment of the amount due to the Bank in respect of the said limits of Rs._____

NOW THIS INDENTURE WITNESSETH AS UNDER:

That in consideration of the Bank allowing/continuing/enhancing at the request of the Guarantor(s) an accommodation by way of _____ to the Borrower(s) at its _____ Branch on terms and conditions contained in _____ the Guarantor(s) hereby agree(s) with the Bank as under:-

2. The Guarantor(s) hereby guarantee(s) jointly and severally to pay the bank after demand in writing all principal, interest, costs, charges and expenses due and which may at any time become due to the Bank from the Borrower(s), on the accounts opened in respect of the said limits (hereafter called the said accounts') down to the date of payment and also all loss or damages, costs, charges the expenses and in the case of legal costs, as between attorney and client occasioned

to the bank by reason of omission, failure or default temporary or otherwise in such payment by the Borrower(s) or by the Guarantor(s) of any of them including costs (as aforesaid) of enforcement or attempted enforcement of payment by suit or otherwise or by sale or realization or attempted of sale or realization of any security for the said indebtedness or otherwise howsoever or any costs (which costs to be as aforesaid) charges or expenses which the Bank may incur by being joined in any proceeding to which the Bank may be made or may make itself party either with or without others in connection with any such securities or any proceeds thereof.

3. The Guarantor(s) hereby declare(s) that this guarantee shall be a continuing guarantee and remain operative in respect of each of the said limits severally and may be enforced as such in the discretion of the Bank, as if each of the facilities/limits had been separately guaranteed by him/her/ them. This guarantee shall not be considered as cancelled or in any way affected by the fact that at any time or from time any of the said accounts may show on liability against the Borrower(s) or may even show credit in his/her/their favour but shall continue and remain in operation in respect of all subsequent transactions till the accounts are closed.

4. The Guarantor(s) hereby consent(s) to the bank making any variance without reference or notice to him/her/them, that it may think fit in the terms of contract, including any change in rate of interest charged to the account, with the Borrower(s). The Guarantor(s) further consent(s) to the Bank accepting additional collateral security of any kind, determining enlarging or varying any credit to him/her/them or making any composition with him/her/them or promising to give him/her/them time are not sue him/her/them and to the Bank parting with any security it may hold for the guaranteed debt. The Guarantor(s) also agree(s) that he/she/they shall not be discharged from his/her/their liability by the bank releasing the Borrower(s) or by any action or omission of the Bank, the legal consequences of which may be to discharge the Borrower(s) or by any act of the Bank which would, but for this present provision be inconsistent with his/her/their rights as guarantor(s) or by the Bank's omission to do any

act which, but for this present provision, the Bank's duty to the Guarantor(s) would have required the Bank to do. Though as between the borrower(s) and the guarantor(s) he/ is she /they are guarantor(s) only, the guarantor(s) agree(s) that as between the Bank and guarantor(s) he/she/they are debtor(s) jointly with the borrower(s) and accordingly he/she/they shall not as such be entitled to claim the benefit of legal consequences of any variation in the terms of the contract and to any of the rights conferred on a Guarantor by Sections 133,134,135, 139 and 141 of the Indian Contract Act. The Guarantor(s) further agree(s) that the acceptance by the Bank of any irregular payments or any amount short of the amount of agreed installment/s, whether made before or on due dates or thereafter by the Borrower(s), shall not discharge the Guarantor(s) from his/her/their liability and

such acceptance will not amount to or create any new or fresh contract. The Guarantor(s) further agree(s) that the Bank shall be under no obligation to notify him/her/them, any default committed by Borrower(s) at any time or from time to time.

26. The Guarantor(s) hereby consent(s) to the Bank renewing from time to time the said _____ limits of Rs. _____ allowed to the Borrower(s) obtaining fresh documents from him/her/them closing the existing accounts, opening new accounts, or transferring the same or part thereof to any branch of the Bank. Notwithstanding this, the Guarantor(s) agree(s) and declare(s) that he/she/they shall remain liable to the bank for any indebtedness of the Borrower(s) under the renewed limit and terms and conditions of this deed shall apply and govern their liability under the renewed limit.
27. The Guarantor(s) further declare (s) that all dividends, compositions or payment received by the bank from Guarantor(s) or any other persons liable to him/her/them or his/her/ their representative shall be taken and applied as payment in gross and the Guarantor(s) and his/her/their representatives shall have no right to claim the benefit of any such dividends, compositions or payment until full amount of all claims of the Bank against the Borrower(s) and his/her/their representatives which are covered by this guarantees shall have been paid.
28. No advance, overdraft or other credit facilities that the Bank may give to the Borrower(s) beyond the limit mentioned in para No.1 above or obtaining of any other guarantee or security from the Borrower(s) shall determine, prejudice or lessen the liability of the Guarantor(s) hereunder.
29. The Guarantor(s) further agree(s) that any accounts settled between the Bank and the Borrower(s) or the balance admitted or confirmed by him/her/them or his/her/their authorized agents as due on the said accounts to the Bank will be conclusive and shall not be disputed or questioned by the Guarantor(s).
30. The Guarantor(s) authorize(s) and appoint(s) each of the borrowers or any person duly authorized by them as agent to confirm the balance due and acknowledge liability on his/her/their behalf as Guarantor(s) from time to time. The Guarantor(s) further agree(s) that any acknowledgement of liability made by Borrower(s) or any person duly authorized by him/her/ them to operate account or any of the co-guarantors as agent on behalf of the Guarantor(s) shall be binding on them for giving fresh start of limitation and also for admission of liability against him/her/them.
31. In case the Bank sells the hypothecated, pledged or mortgaged security/ies held in the loan account, the Guarantor(s) agree(s) that the Bank may sell said securities without giving any notice of such sale of the Guarantor(s). The

Guarantor(s), agree(s) that he/she/they will not question the sale or the sale price in any manner or on any ground whatsoever.

32. In case the amount guarantee by the Guarantor(s) is paid by the Borrower(s) to the Bank and the Bank in consequence discharges the Guarantor(s) from all liabilities under this guarantee, but it is subsequently determined by a Court of Law or otherwise that the said payment was a fraudulent preference and the Bank is made to refund the said amount, the Guarantor(s) liability to the Bank on the basis of this guarantee shall revive to the same extent and in the same manner as if such payment had never been made.
12. The Guarantor(s) also agree(s) that the Bank may enforce the guarantee without enforcing, selling or realizing any of the securities kept under lien, hypothecated, pledged or mortgaged with it, notwithstanding that any bills or other instruments given by the Borrower(s) in the said account may be in circulation for collection and outstanding.
13. The guarantee hereby given shall not be determinable or taken as satisfied by the Guarantor(s) except on the terms of his/their making full payment upto the limit of his/their guarantee for any then outstanding liabilities or obligations on the said account. The guarantee shall not be affected by his/their death or insanity until the Bank shall have received formal authentic notice in writing thereof.
14. If the Guarantor(s) has/have or shall hereafter take any security from the Borrower(s) in respect of his/their liability under this guarantee, the Guarantor(s) will not prove in the liquidation of the Borrower(s) in respect thereof to the prejudice of the Bank and such security shall stand as security and shall be forthwith deposited with the Bank.
15. So long as any money remains owing under this guarantee, the bank shall have lien on all moneys standing to the credit of guarantor(s) and on any securities or goods in the hands of the bank belonging to any of the Guarantor(s) and the Bank shall be entitle to appropriate/set off/realize to same.
16. The absence of infirmity in the borrowing powers on the part of the Borrower(s) or any irregularity whatsoever in the exercise thereof shall not affect the liability of the Guarantor(s) and any moneys advanced to the Borrower(s) shall be deemed to be due and owing notwithstanding such absence, infirmity or irregularity and this guarantee shall not be affected by any changed in the name or constitution of the Borrower(s). It is further expressly agreed that this guarantee shall remain enforceable against the Guarantor(s) irrespective of the fact whether the contract between the Borrower(s) and his/their creditor is enforceable at law or now. It is also expressly agreed that in case the guarantee given by the Guarantors cannot be enforced or becomes unenforceable at law for any reason whatsoever, the

guarantee given hereunder be enforced as an indemnity against the Guarantor(s) and he/they agree(s) and undertake(s) indemnify and reimburse the Bank for any loss, damages, costs and other charges which the Bank may have to recover the realize from the Borrower(s) in his/their accounts with it.

17. Any notice by the Bank in writing under this guarantee or a demand in writing shall be deemed to have been duly given to the Guarantor(s) by sending the same by post addressed to him/them at the address hereunder written and shall be effectual notwithstanding any change of residence or death and notwithstanding the notice therefore to the Bank and such demand shall be deemed to have been received by the Guarantor(s) 24 hours after the posting thereof and shall be sufficient to prove that the letter containing the demand was properly addressed and posted.

27. The Guarantor(s) agree(s) that a copy of account of the principal debtor(s) contained in the Bank books of account signed by the Manager for the time being of the office at which such accounts shall be kept or any officer of the Bank shall be conclusive evidence against him/them of the account for the time being due to the Bank from the principal debtor(s) in any accounts or other proceedings brought against him/her/their upon this guarantee.

28. The Guarantor(s) hereby agree(s) as a pre-condition of the loan/advance given to the borrower/s by the Bank that in case the borrower/s commit default in the repayment of loan advance or in the repayment of interest thereon or any of the agreed installments of the loan on due date(s) the Bank and / or the Reserve Bank of India will have an unqualified right to disclose the guarantor/s names or the names of his / her/ their company/firm/firm/unit and its respective Directors/partners/ Proprietors as defaulter/s in such manner and through such medium as the Bank or the Reserve Bank of India in their absolute discretion may think fit.

29. The Guarantor(s) understand(s) that as a pre-condition, relating to grant of the loans/ advances/credit facilities to the borrower/s, the creditor bank requires Guarantor(s) consent/s for the disclosure by the Bank of information and data relating to Guarantor(s) of the credit facility availed of/to be availed, by the Borrower/s, obligations assumed/to be assumed, by the Guarantor(s), in relation thereto and default, if any, committed by the Guarantor(s), in discharge thereof.

Accordingly, The Guarantor(s) hereby agree(s) and give consent for the disclosure by the bank of all or any such;

- j) Information and data relating to Guarantor(s);

- k) The information or data relating to guarantee to secure any credit facility availed of/to be availed, by borrower/s and
- l) Default, if any, committed by Guarantor(s), in discharge of his/her/their such obligation, as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd; and any other agency authorized in this behalf by RBI;

Guarantor(s) declare(s) that the information and data furnished by the borrower/s to the Bank are true and correct.

Guarantor(s) undertake(s) that:-

(a) The Credit Information Bureau (India) Ltd; and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and

(b) The Credit Information Bureau (India) Ltd; and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Bank/financial Institutions and other credit grantors or registered user, as may be specified by the Reserve Bank in this behalf.

- 21. That the Guarantor(s) agree(s) not to induct a person, who has been identified as ‘willful defaulter’ as per definition given as per RBI directions/guidelines, as a director on its Board. If any defaulter who is a “willful defaulter” as per definition referred to above, is on the Board of Guarantor(s) the Guarantor(s) undertake/s to get him/her removed from its Board. The guarantor(s) agrees(s) to make necessary amendments, if need be, in its regulations to make above requirement as a ground for removal of directors and furnish a copy of regulation as amended, to the bank (applicable in case of Company only)

In witness whereof the Guarantor(s) and the Bank have set their hands hereunto on _____ day _____ 20

Guarantor(s)

1.

Signature _____
 Name _____
 Occupation _____
 Address _____

2.

Signature _____
 Name _____
 Occupation _____
 Address _____

WITNESS:

- 7. _____
- 8. _____

For and on behalf of the Bank

Annexure-IV

IRREVOCABLE LETTER OF AUTHORITY FROM BORROWER AUTHORISING THE EMPLOYER TO REMIT SALARY/INSTALLMENT AND OTHER AMOUNT PAYABLE TO THE BANK CUM LETTER OF ACKNOWLEDGEMENT FROM EMPLOYER.

To

REG; _____ LOAN of Rs. _____ (Rupees
_____ only)A/c No. _____ sanctioned to me by The Jhajjar
Central Coop. Bank Ltd; Jhajjar B.O. _____.

Respected Sir / Madam,

The above loan has been sanctioned to me by The Jhajjar Central Coop. Bank Ltd; Jhajjar.

*I hereby authorize you to remit my salary every month to The Jhajjar Central Coop. Bank Ltd; Jhajjar B/o _____ for crediting my Account No. _____.

*I hereby authorize you to pay a sum of Rs. _____ (Rupees
_____ only) every month from my salary to The Jhajjar Central Coop. Bank Ltd;
Jhajjar; B/o _____ for credit to my aforesaid loan A/c No. _____ with them.

*I hereby authorize you to remit the amount payable to me by way terminal benefits and gratuity, by reason of my retirement, resignation or discontinuing in the service for any reason, to The Jhajjar Central Coop. Bank Ltd; Jhajjar B.O. _____ for crediting to my aforesaid loan account No. _____ with them.

This authority is irrevocable until the loan amount mentioned above with interest is paid in full and written consent of the Bank is obtained.

PLACE _____

Yours faithfully,

Address _____

dated _____

SIGNATURE _____

NAME OF EMPLOYEE _____

*DELETE WHICHEVER IS NOT APPLICABLE

We have received the above letter of authority of Sh. _____ and noted for compliance.

(Employer)

Signature & Stamp of the Officer authorized to disburse salary and allowance.

PLACE _____

Dated _____

Annexure-IV

IRREVOCABLE LETTER OF AUTHORITY FROM BORROWER AUTHORISING THE EMPLOYER TO REMIT SALARY/INSTALLMENT AND OTHER AMOUNT PAYABLE TO THE BANK CUM LETTER OF ACKNOWLEDGEMENT FROM EMPLOYER.

To

REG; _____ LOAN of Rs. _____ (Rupees
_____ only)A/c No. _____ sanctioned to me by The Jhajjar
Central Coop. Bank Ltd; Jhajjar B.O. _____.

Respected Sir / Madam,

The above loan has been sanctioned to me by The Jhajjar Central Coop. Bank Ltd; Jhajjar.

*I hereby authorize you to remit my salary every month to The Jhajjar Central Coop. Bank Ltd; Jhajjar B/o _____ for crediting my Account No. _____.

*I hereby authorize you to pay a sum of Rs. _____ (Rupees
_____ only) every month from my salary to The Jhajjar Central Coop. Bank Ltd;
Jhajjar; B/o _____ for credit to my aforesaid loan A/c No. _____ with them.

*I hereby authorize you to remit the amount payable to me by way terminal benefits and gratuity, by reason of my retirement, resignation or discontinuing in the service for any reason, to The Jhajjar Central Coop. Bank Ltd; Jhajjar B.O. _____ for crediting to my aforesaid loan account No. _____ with them.

This authority is irrevocable until the loan amount mentioned above with interest is paid in full and written consent of the Bank is obtained.

PLACE _____

Yours faithfully,

Address _____

dated _____

SIGNATURE _____

NAME OF EMPLOYEE _____

*DELETE WHICHEVER IS NOT APPLICABLE

We have received the above letter of authority of Sh. _____ and noted for compliance.

(Employer)

Signature & Stamp of the Officer authorized to disburse salary and allowance.

PLACE _____

Dated _____

ANNEXURE-V

LETTER OF DEPOSIT WHERE CHECK OFF FACILITY IS NOT AVAILABLE -

The Branch Manager

The Jhajjar Central Coop. Bank Ltd. Jhajjar;

BO _____

Dear Sir,

REG: TERM LOAN A/c : Name _____ No. _____

To facilitate due payment of installments in the above Term Loan Account, I/we enclose herewith the following cheques. I/We am/are aware that dishonouring the cheque due to insufficiency of funds will entail criminal action, as per provisions of law, without prejudice to bank's other rights. Tendering of cheques will in no way absolve my our obligation to pay the installments or the amount due as per terms agreed.

Date of Cheques	Amount
-----------------	--------

Yours faithfully,

(BORROWER)

Note: Advance cheques may be received under the scheme. The number, amount and dates of such cheques should synchronize with the number, amount and due dates of term loan installments. Such cheques should be drawn favouring DCCB, Jhajjar and on the reverse of the cheque "Payment of installment in term loan account _____" can be written.

(SIGNATURE OF APPLICANT)

Name _____

Resi. Add: _____

Place: _____

Dated: _____

Tel./Mobile No. _____

Annexure-VI

(To be stamped as affidavit)

I _____ S/O,
W/O, D/O Sh. _____, residents of
_____ solemnly affirm and
declare as under:-

- 1- That I will not raise further similar loan from any other branch of The Jhajjar Central Coop. Bank Ltd. Jhajjar or any other Bank/F.I. without consent of the Bank.

DEPONENT

Verification

I, the deponent above mentioned, do hereby verify that the contents of foregoing affidavit are true and correct, no part of it is false and nothing has been concealed therefrom.

Verified at _____ on this ____ day of _____ 20

DEPONENT

ANNEXURE-VII**THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR**

BO: _____

Date: _____

To,

Dear Sir/ Madam,

YOUR APPLICATION FOR PERSONAL LOAN - SANCTION LETTER

We are pleased to inform that we have sanctioned a personal Loan of Rs. _____ in your favour to meet the urgent requirements of personal nature on the undernoted terms & conditions.

<u>SANCTION TERMS</u>			
Sanctioned Amount			
Rate of Interest			
Type of Interest	Fixed Rate of Interest- Rate of Interest will be revised after every two years as per Bank Reset Clause.		
Margin			
Repayment Tenor			
Number of EMIs			
Repayment to be commenced from			
Amount of EMI			
Processing fee	Rs.	Documentation fee	
Credit Information Report Charges			
Security	Guarantor(s)		
Prepayment Penalty	NIL		
Penal Interest, if any	-After 15 days of default	3% p.a. on default amount over and above the normal rate of interest.	
Late Payment Charges	- Rs.250/- plus Taxes if any after 15 days of default		
Cheque Bounce Charges	- Rs.250/- plus Taxes if any Per Cheque		

2. The above sanction is, however, subject to:

- i) Execution of Loan documents as per Banks format & guidelines;
- ii) The above sanction shall be valid for a period of one month from the date of issue of the sanction letter.
- iii) That any third party liability coming on the Bank due to wrong information/ declaration given by you, will be your responsibility.

Received the original. Terms and conditions accepted.

BORROWER

FOR THE BANK

Annexure- VIII

ADDITIONAL DOCUMENTS

Rate of Interest option regarding retail lending loan schemes

Please refer to our earlier letter No.1099-1102 dated 09.08.2018 in which it has been advised that BoDs of the Bank in its meeting held on 27.06.2018 vide resolution No. 12 has decided to allow only "Fixed" rate of interest in all retail lending schemes with a re-set clause as under :-

"Interest rate shall be reviewed and re-set on completion of a block of two years. Year of first disbursement, whatever be the month of availment, will be taken as first year and year will cover the period from 1st April to 31st March. As and from 1st April, after completion of every block of two years, the interest rate as re-set will be applied. If there is any delay in revision/re-set of interest, appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, until it is reset, rate as prevailing before will be applied. If interest rate is not re-set in the year when it is due, it shall be open to the Bank to re-set the interest in any subsequent year and in such event, the interest rate as re-set, will be applicable from 1st April of the year in which it is re-set for the remaining years of block of two years. Only Bank has full discretion to fix/prescribe/revise/re-set the rate of interest.

Accordingly, the rate of interest in the loan accounts sanctioned under fixed option shall be reset on 1st April every year, after completion of every block of two years, and rate shall continue to be fixed till next applicable reset date."

The following documents are enclosed for implementation

- i) Revival letter (for all schemes)
- ii) Balance Confirmation letters from Borrower & Guarantor (for all schemes)
- iii) Investigation Report (applicable where equitable mortgage required)

Incumbents are advised to note the aforesaid instructions for strict compliance.

Sd/-
Textile Engineer

REVIVAL LETTER

To

The Branch Manager,
The Jhajjar Central Coop. Bank Ltd., Jhajjar
Branch _____.

(Address)

1.	Name of the Borrower/s <i>(Father's/Husband's name also to be mentioned)</i>	
2.	Name of the Guarantor/s <i>(Father's/Husband's name also to be mentioned)</i>	
3.	Name of the Mortgagor/s <i>(Father's/Husband's name also to be mentioned)</i>	
4.	Full name, designation / capacity of the persons executing the revival for and on behalf of Firm / Company / Trust Society, etc.	
5.	Name of the documents"	Date

(Refer also all security documents such as hypothecation, Regd. Mortgage, Guarantees etc.)

We hereby acknowledge for the purposes of Section 18 of the Limitation Act, 1963, and any like limitation law in order to preclude any question of limitation law that we are liable to the Bank for the payment of all outstanding with interest, costs, charges and expenses and other monies due and payable by us to the Bank in respect of the credit facilities granted and/or to be granted or continued under the aforesaid documents or in any other manner and which said documents shall remain in full force with all relative securities, agreements and obligations.

Dated the day of20

Borrower/s/Mortgagor/s

We, the Guarantors hereby confirm the above and make similar acknowledgement in respect of our liability under the said Guarantee Agreements.

Dated the day of20

Guarantors

Annexure-VIII(ii)

Balance & Security Confirmation from Borrower(s)

The Branch Manager,
The Jhajjar Central Coop. Bank Ltd. Jhajjar
Branch _____.

Sir/Madam,

Name of borrower(s) _____

My/our loan account(s) _____

I/we hereby confirm, acknowledge and admit the correctness of the debit balance due to the bank in the following loan accounts :-

Sr. No.	Nature of loan facility/Name of loan account	Debit balance outstanding as on _____	Rate of interest per annum with _____ rests as on date of outstanding.	Security
1.				
2.				
3.				
4.				
5.				

I/we also confirm that the undermentioned loaning documents were executed by me/us in consideration of the loan facility(s) and hereby also confirm having used/utilized and availed the loan/credit facility(s) disbursed/allowed/granted to me/us by the bank.

Sr. No.	List of document(s)	Date of document(s)
1.		
2.		
3.		
4.		
5.		

I/we further confirm and acknowledge having received the statement of account(s) and details of interest/and other charges, charged by the bank in the credit facilities/loan account(s) upto the date of debit balance outstanding as on _____. I/We confirm that I/We have gone through and checked the complete statement of account(s) of the above mentioned loan account(s) received upto the date of debit balance mentioned above. I/We shall not challenge or question or dispute the correctness of the said figure(s)/amount(s) and shall also not insist/and or demand for production of and statement of account(s) and/or books of accounts/and/or any voucher(s), in respect of above mentioned loan facility(ies) upto the date of debit balance outstanding as on _____ later on, in

any litigation related to/or based on above mentioned loan account(s)/facility(ies) before any Tribunal/Court/authority for the time being in force.

*Applicable in case of Companies/Trusts

*This letter of acknowledgement and confirmation of debit balance/sum due/outstanding on behalf of the company is given in pursuance to the resolution passed by the Board of Directors of the company in their meeting held on _____(Date). The copy of said resolution duly certified to be true and correct, is submitted herewith/already submitted to the bank. The liability and obligation of the company and other executants hereto continues under all the loaning documents including guarantee(s), executed shall be in force and binding for the loan/credit facility(ies).

Signature (Across the revenue stamp)

Name(s) _____

Address(es) _____

Place _____

Date _____

Annexure to Balance & Security Confirmation

Copy of the resolution passed by the Board of Directors of _____ in their meeting held at _____ a.m./p.m.at _____ on _____ resolved that Shri _____ & Shri _____ be and are hereby jointly or severally authorized to confirm, acknowledge and admit the company's indebtedness and debit balance to The Jhajjar Central Coop. Bank Ltd; Jhajjar as under, which is being confirmed and acknowledged on the basis of statement of account(s) received from the bank and has been checked and found correct for all the entries therein and the details of interest and other charges charged & debited by the bank in credit facilities/loan account(s).

The company has received the statement of account(s) pertaining to the undernoted loan facilities and the same is/are thoroughly checked and the same is/are correct and accurate.

Sr. No.	Nature of loan facility/Name of loan account	Outstanding as on _____	Rate of interest with _____ rests.	Security
1.				
2.				
3.				
4.				
5.				

Other securities, if any :-

Sr. No.	List of document(s)	Date of document(s)
1.		
2.		
3.		
4.		
5.		

Further resolved that Shri _____ & Shri _____ be and are hereby jointly or severally authorized, empowered and competent to admit and confirm on behalf of the company that all the above loaning/security documents executed by/on behalf of the company in respect of loan facility (ies) credit facility(ies) enjoyed/availed from The Jhajjar Central Coop. Bank Ltd;

Jhajjar and such loaning document(s) are valid, legal, in full force and binding against the company and the company shall not challenge or question or dispute the correctness of the said figure(s)/amount(s) and shall also not insist/and or demand for production of any statement of account(s) and/or books of accounts/and/or any voucher(s) related to the same.

Resolved that a certified copy of the said resolution be forwarded to The Jhajjar Central Coop. Bank Ltd; Jhajjar, Branch Office _____.

Certified true copy

Chairman/Secretary
(Authorised Signatory)

Annexure-VII(iii)

Balance & Security Confirmation from Guarantor(s)

**Space for affixing
Stamp Duty**

The Branch Manager,
The Jhajjar Central Coop. Bank Ltd; Jhajjar
Branch _____.

Sir/Madam,

Name of borrower(s) _____

My/our loan account(s) _____

I/we hereby confirm, acknowledge and admit the correctness of the debit balance due to the bank in the following loan accounts :-

Sr. No.	Nature of loan facility/Name of loan account	Debit balance outstanding as on _____	Rate of interest per annum with _____ rests as on date of outstanding.	Security
1.				
2.				
3.				
4.				
5.				

Details of other securities, if any :-

I/we further confirm and acknowledge having received the statement of account(s) in the above mentioned account(s) of the borrower(s) and details of interest/and other charges, charged by the bank in the credit facilities/loan account(s) upto the date of debit balance outstanding as on _____. I/We confirm that I/We have gone through and checked the complete statement of account(s) of the above mentioned loan account(s) received upto the date of debit balance above mentioned loan account(s) of the borrower(s). I/We shall not challenge or question or dispute the correctness of the said figure(s)/amount(s) and shall also not insist/and or demand for production of and statement of account(s) and/or books of accounts/and/or any voucher(s), in respect of above mentioned loan facility(ies) upto the date of debit balance outstanding as on _____ later on, in

any litigation related to/or based on above mentioned loan account(s)/facility(ies) before any Tribunal/Court/authority for the time being in force.

*Applicable in case of Companies/Trusts

*This letter of acknowledgement and confirmation of debit balance/sum due/outstanding on behalf of the company is given in pursuance to the resolution passed by the Board of Directors of the company in their meeting held on _____(Date). The copy of said resolution duly certified to be true and correct, is submitted herewith/already submitted to the bank. The liability and obligation of the company and other executants hereto continues under all the documents including guarantee(s), executed shall be in force and binding for the loan/credit facility(ies).

Signature (Across the revenue stamp)

Name(s) _____

Address(es) _____

Place _____

Date _____

Annexure to Balance & Security Confirmation to be obtained from Guarantor

Copy of the resolution passed by the Board of Directors of _____ in their meeting held at _____ a.m./p.m.at _____ on _____.

The company has received the statement of account(s) pertaining to the undernoted loan facilities and the same is/are thoroughly checked and the same is/are correct and accurate.

Resolved that Shri _____ & Shri _____ be and are hereby jointly or severally authorized to confirm, acknowledge and admit the debit balance confirmation and acknowledgement of debit balance The Jhajjar Central Coop. Bank Ltd; Jhajjar, Branch Office _____, as under, which is being confirmed and acknowledged on the basis of statement of account(s) received in the account(s) Shri/Smt./M/S _____ (Name of the Borrower) from the bank and has checked and found correct for all the entries therein and the details of interest and other charges charged & debited by the bank in credit facilities/loan account(s).

Sr. No.	Nature of loan facility/Name of loan account	Outstanding as on _____	Rate of interest with _____ quarterly rests.	Security
1.				
2.				
3.				
4.				
5.				

Other securities, if any :-

Further resolved that Shri _____ & Shri _____ be and are hereby jointly or severally authorized, empowered and competent to admit, confirm and acknowledge the document(s) executed by/on behalf of the company as Guarantor in the loan account of Shri/Smt./M/S _____ (Name of the borrower) and that the document(s) are valid, legal in full force and binding against the company and the company shall not challenge or question or dispute the correctness of the said figure(s)/amount(s) and shall also not insist/and or demand for production of any statement of account(s) and/or books of accounts/and/or any voucher(s) related to the same.

Resolved that a certified copy of the said resolution be forwarded to The Jhajjar Central Coop. Bank Ltd; Jhajjar, Branch Office _____ for their records.

Certified true copy

Chairman/Secretary
(Authorised Signatory)

Annexure-VIII(iv)

Dated :

The Branch Manager,
The Jhajjar Central Coop. Bank Ltd; Jhajjar
Branch _____.

Annexure-A**Report of Investigation of Title in respect of immovable property**

1.	a) Name of Branch office seeking opinion																
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.																
	c) Name of the Borrowers																
2.	a) Name of the unit/concern/company/person offering the property(ies) as security.																
	b) Constitution of the unit /concern /person/ body/authority offering the property for creation of charge.																
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)																
3.	Complete or full description of the immovable property(ies) offered as security including the following details.																
	a) Survey No.																
	b) Door/House No. (in case of house property																
	c) Extent/area including plinth/built up area in case of house property.																
	d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.																
4.	a) Particulars of the documents scrutinized-serially and chronologically.																
	b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.	Original/photocopies															
	<table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Date</th> <th>Name/Nature of the document</th> <th>Original certified copy/certified extract/photocopy etc.</th> <th>In case of copies, whether the original was scrutinized by the Advocate</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Sr. No.	Date	Name/Nature of the document	Original certified copy/certified extract/photocopy etc.	In case of copies, whether the original was scrutinized by the Advocate											
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5.	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with																

	the TIR).	
6.	a) Whether the records of registrar office or revenue authorizes relevant to the property in question are available for verification through any online portal or computer system?	
	b) If such online/computer records are available whether any verification or cross checking are made and the comments/findings in this regard.	
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	
7.	a) Property offered as security fails within the jurisdiction of which sub-registrar office?	
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/district registrar/registrar-general. If so, please name all such offices?	
	c) Whether searches has been made at all the offices named at (b) above?	
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/encumbrances for a period of not less than 30 years is mandatory. (Separate sheets may be used)	
9.	Nature of Title of the intended Mortgagor over the property (whether full ownership rights, Leaseholder Rights, Occupancy/Possessory Rights or inam Holder or Govt. Grantee/Allottee etc.)	
10.	If leaseholder, whether, a) lease Deed is duly stamped and registered	
	b) lessee is permitted to mortgage the Leasehold right	
	c) duration of the Lease/unexpired period of lease.	
	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits for the creation of any superstructure (if applicable)?	

	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)	
	f) Right to get renewal of the leasehold rights and nature thereof.	
11.	If Govt. grant/allotment/lease-cum/sale Agreement, whether grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property.	
12.	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available. If occupancy right, whether.	
	a) Such right is heritable and transferable.	
	b) Mortgage can be created.	
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	
14.	If the property has been transferred by way of Gift/Settlement Deed, whether	
	a) The Gift/Settlement Deed is duly stamped and registered.	
	b) The Gift/Settlement Deed has been attested by two witnesses.	
	c) The Gift/Settlement Deed transfers the property to Donee.	
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions	
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question.	
	f) Whether the Donee is in possession of the gifted property.	
	g) Whether any life interest is reserved for the Donor of any other person and whether there is a need for any other person to join the creation of mortgage.	
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	
15.	a) In case of partition/family settlement deed, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	
	b) Whether mutation has been affected and whether the mortgagor is in possession and enjoyment of his share.	

	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	
	d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/complied with.	
	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	
16.	Whether the title documents include any registered will or unregistered will?	
	a) In case of wills, whether the will is registered will or unregistered will?	
	b) whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	
	c) Whether the property is mutated on the basis of will?	
	d) Whether the original will is available?	
	e) Whether the original death certificate of the testator is available?	
	f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all parties have acted upon the will, etc. which are relevant to rely on the will, availability of Mother/Original title deeds are to be expired).	
17.	a) Whether the property is subject to any wakf rights?	
	b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties?	
	c) Precautions/permissions, if any in respect of the above cases for creation of mortgage?	
18.	a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity whether the major coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	
	b) Please also comment on any other aspect may adversely affect the validity of security in such cases?	
19.	a) Whether the property belongs to any trust or subject to the rights of any trust?	
	(b) Whether the trust is a private or public trust and	

	whether trust deed specifically authorizes the mortgage of the property?	
	c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	
20.	(a) If the property is Agricultural land, whether the laws permit mortgage of Agricultural land and where there are any restrictions for creation/enforcement of mortgage.	
	b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified ensure the validity of the title and right to enforce mortgage?	
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulation, Costal Zone Regulations, Environmental Clearance etc.).	
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	
23.	(a) Whether the property is involved in or subject of any litigation which is pending or concluded?	
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	
	(c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/making.	
24.	(a) In case of partnership firm, whether the belongs to the firm and the deed is properly.	
	(b) Property belonging to partner, whether thrown on hatch pot? Whether formalities for the same have been completed as per applicable laws?	
	(c) Whether the person(s) creating mortgage authority to create mortgage for and on behalf of firm.	

25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Article of Association/provision for common seal etc.	
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	
27.	a) Whether any POA is involved in the chain	
	b) Whether the POA involved is one coupled with interest, Le. a Development Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/ developer and as such is irrevocable as per law.	
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/ Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/ units (Builder's POA) or (ii) other type of POA (Common P~A).	
	(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/ compared with the original POA.	
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i. Whether the original POA is verified and the title investigation is done on the basis of original POA? ii. Whether the POA is a registered one? iii. Whether the POA is a special or general one? iv. Whether the POA contains a specific authority for execution of title document in question?	
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	
	(g) Please comment on the genuineness of POA?	
	(h) The unequivocal opinion on the enforceability and validity of the POA?	
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney	

	and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	
	(a) Promoter's/Land owner's title to the land/building;	
	(b) Development Agreement/Power of Attorney;	
	(c) Extent of authority of the Developer/builder;	
	(d) Independent title verification of the Land and/or building in question;	
	(e) Agreement for sale (duly registered);	
	(f) Payment of proper stamp duty;	
	(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	
	(h) Approval of building plan, permission of appropriate/local authority, etc.;	
	(i) Conveyance in favour of Society/ Condominium concerned;	
	j) Occupancy Certificate/allotment letter/letter of possession;	
	(k) Membership details in the Society etc.;	
	l) Share Certificates;	
	(m) No Objection Letter from the Society;	
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations; Co- operative Societies' Laws etc.;	
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	
32.	Details regarding property tax or land revenue or	

	other statutory dues paid/payable as on date and if not paid, what remedy?	
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon.	
	(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	
34.	Details of RTC extracts /mutation extracts/Khata extracts pertaining to the property in question.	
35.	Whether the name of mortgagor is reflected as owner in the revenue/ Municipal Nillage records?	
36.	(a) Whether the property offered as security is clearly demarcated?	
	(b) Whether the demarcation/ partition of the property is legally valid?	
	(c) Whether the property has clear access as per documents?	
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	
	(a) Document in relation to electricity connection;	
	{b) Document in relation to water connection;	
	(c) Document in relation to Sales Tax Registration, if any applicable;	
	(d) Other utility bills, if any.	
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (if the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	
42.	In case of absence of original title deeds, details of	

	legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	
44.	Additional aspects relevant for investigation of title as per local laws.	
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	

Annexure - B: Certificate of title

4. I have examined the revenue record related to the schedule property to be offered as security by way of **Equitable Mortgage** and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and the said Equitable Mortgage to be created on the production of original title deed will satisfy the requirements of creation of Equitable Mortgage and I further certify that:
5. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure-A and the other relevant factors.
6. I confirm having made a search in the office of Sub Registrar _____ and Patwari. I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable/ responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
10. Following scrutiny of Land Records/ Revenue Records related to Title Deeds, I hereby certify the genuineness of the Title Deeds.
11. There is no prior Mortgage/Charge/Encumbrance whatsoever, as could be seen from the record of Patwari pertaining to the Immovable Property.
12. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank.
Not applicable
9. Minor/(s) and his/ their interest in the property.
No share of Minor is involved.
14. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrowers/Mortgagors, Sh./Smt. _____ S/O, W/O, D/O _____ after the execution of sale Deed in his/her favour.
15. I certify that Sh/Smt _____ has absolute, clear _____ and _____ Marketable _____ title _____ over _____ the Schedule property. I further certify that a valid mortgage be enforceable after the execution of sale Deed in favour of Borrower.
16. In case of creation of Mortgage by Deposit of title deeds, I certify that the deposit of

following title deeds/ documents would create a valid and enforceable mortgage:

1. Original Agreement to sell executed between Sh./Smt. _____ with Sh./Smt. _____ S/o W/O, D/O Sh. _____
10. Original Latest Jamabandis for the year _____ in respect of the property in question.
11. Original Latest Non Encumbrance Certificate issued by Sub-Registrar, _____ in respect of the property in question.
12. Photocopy of Approved Site Plan.
13. Photocopy of Sale Deed dated _____ bearing vasika No. _____ executed by Sh./Smt. _____ in respect of the land measuring _____ Kanal _____ Marla (Plot No. _____) in favour of Sh/Smt. _____ . .
12. Original Sale Deed as would be executed by Sh.Smt. _____ in respect of the property measuring _____ Kanal _____ Marla in favour of Sh./Smt. _____ S/o W/O D/O Sh. _____ .
13. Original Mutation as would be sanctioned in favour of Sh./Smt. _____ S/o, W/O, D/O Sh. _____ .
14. Original Latest Jamabandi duly showing the mortgage of The Jhajjar central Coop. Bank Ltd. Jhajjar.
15. 11. There are no legal impediments for creation of the Mortgage under any applicable law/Rules in force.

SCHEDULE OF THE PROPERTY (IES)

Plot No. _____, _____ Floor, measuring _____ Kanal _____ Marla (_____ Sq.Ft), comprised under Khewat/Khatoni No. _____ bearing Khasra No. _____ Kitta _____, total land is _____ 2 Kanal _____ Marla share to extent of _____ i.,e. _____ Kanal _____ Marla, situated at _____ .

Place:

(Name & signature of Advocate with seal)

Dated _____

Annexure-A

ADVANCES (OVERDRAFT LIMIT) AGAINST BANK TERM DEPOSITS

At the request of customers, Advances may be granted against term deposits lying to the credit of the borrowers in the books of DCCB, JHAJJAR, Jhajjar. Documents should invariably be executed in presence of the bank officer only. The documents should not be handed over to the borrower for obtaining the signatures of the other borrowers. Further, borrowers must be identified as per KYC norms and it is to be ensured that the person signing the documents is genuine one.

Branch Managers are advised to be more vigilant in sanctioning overdraft limit/ documentation and follow bank guidelines meticulously.

1. FOLLOWING ADVANCES MAY BE TREATED AS ADVANCES AGAINST BORROWER'S OWN DEPOSITS:

i) Advances made to a depositor against a deposit standing in his name singly or jointly with other depositor(s).

2. ADVANCE AGAINST DEPOSITS TO ILLITERATE PERSONS

In case of illiterate person, his thumb impression be taken in the presence of Branch head of the lending office as well as one independent witness i.e. account holder of the Bank.

3. COMPENSATION AWARDED BY COURT/TRIBUNAL

Branches are advised that whenever a Fixed Deposit is made on account of compensation awarded by some Court/ Tribunal, no loan or advance should be granted on the strength of said Fixed Deposit without the express permission of the Court/Tribunal, which ordered the deposit.

4. TERMS & CONDITIONS FOR ADVANCES AGAINST BORROWER'S OWN DEPOSITS:

(i) MARGIN – 10%

General

Branches to ensure the adequacy of margin on case-to-case basis so that at no time the amount outstanding in the loan account against the deposits along with the unrecovered interest accrued/debited exceeds the value of security. Further, the tax deductible at source, wherever applicable, should also be taken into account while allowing such advances.

Further, in case of term deposits under reinvestment plan, security for advances made there against is not merely the amount of original deposit but also the amount of interest accrued upto the last/preceding quarter. In such cases the interest accrued may be determined at quarterly compounding basis till the preceding quarter on the date of granting such advances and may be treated as deposit.

5. (i) RATE OF INTEREST :-

a) Upto Rs. 1.00 Crore

Interest rates be charged 1% over and above the TDR pledged as security for the purpose of overdraft.

b) Above Rs. 1.00 Crore

Interest rates be charged 0.50% over and above the TDR pledged as security for the purpose of overdraft.

Note: In case of pre-mature payment of security (FD) the interest rate of overdraft account will remain same.

(ii) PENAL RATE OF INTEREST ON PREMATURE

As regards penal rate for premature withdrawal of term deposits, branches should refer guidelines issued by Banking Section from time to time.

6. DOCUMENTATION

I. Deposit in the name of borrower:-

- Application/Letter of Pledge/Lien
- Agreement of overdraft
- D.P. Note
- D.P. delivery letter

(a) For advance against Fixed Deposit. Deposit receipt duly discharged across revenue stamp of the appropriate value.

(b) For advances against Recurring Deposit - Receipt in Recurring Deposit Pass Book duly discharged across revenue stamp of the appropriate value alongwith the Pass Book.

7. LOANING POWERS

a) While exercising loaning powers for sanction of advances against Bank's own deposits, the following cut-off limits are as under:

i) Branch Manager: Full powers

b) Sanctioning Authority to sanction the proposals after ensuring that the borrower is eligible for such facility, KYC norms in respect of depositor and borrower have been adhered to, Bank's lien is got noted in the account and all other guidelines on the subject are complied with.

c) Branch Manager while considering such proposals should also ensure meticulous compliance of the extant guidelines issued in this regard from time to time.

8. MISCELENOUS INSTRUCTIONS

i) Bank's lien should be noted and authenticated by the competent officer on Confirmation of Deposit, Recurring Deposit Pass Book and as the case may be according to the instructions.

- ii) In case of advances against joint deposit accounts, the following guidelines be kept in view.
 - The request for overdraft would be signed by all the depositors, and
 - Confirmation of Deposit / Receipt in Recurring Deposit Pass Book would be discharged (on revenue stamp) by all the depositors.
 - In case of deposit payable to 'Former or Survivor', advance may be made to 'Former' without reference to 'Survivor', & further:
 - The request for overdraft may be signed only by 'Former' and
 - Confirmation of Deposit/Receipt in Recurring Deposit Pass Book may be discharged (on revenue stamp) only by 'Former'.
 - In case of deposit account payable to 'Either or Survivor'/ Anyone of us or Survivor', advance may be allowed to any one of the joint account holders, during the life time of the joint holders, & further:
 - Confirmation of Deposit/Receipt in Recurring Deposit Pass Book may be discharged (on revenue stamp) only by the depositor(s) making request for advance.
- iii) In case the number of borrowers is two or more, a letter of authority signed by all the borrowers to pay the consideration money to one of them would be obtained.
- iv) Advance against fixed deposit should be liquidated on maturity. However, in case of renewal of the fixed deposit on maturity, the advance against the fixed deposit so renewed, may be allowed to continue as per the mandate given by the depositor.
- v) Margin and interest rate directives issued from time to time should be complied with.
- vi) At the time of renewal it should be ensured that outstanding dues in the loan account continue to be secured by the renewed deposits and prescribed margin should be maintained.
- vii) Other guidelines of RBI/HO issued from time to time should be complied with.
- viii) No advance be allowed to customers against deposits of other banks.

Annexure-A

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR

The Branch Manager,
The Jhajjar Central Coop. Bank Ltd. Jhajjar
Branch _____.

Dear Sir,

Kindly allow me / us _____ a loan on the security of my/
our fixed/R.D. / RITD as per particulars given below

Type of posit and account No.	Date of opening deposit	of / Date of maturity	Amount of deposit including interest accrued if any	Debit liability lien, if any	Amount of loan required

On adjustment of your dues from the proceeds of security pledged the balance amount be credited to my/our savings/ current account No. _____/ an FDR/ RITD issued for a period of _____ in the name(s) of the beneficiary (ies) placed in Sundaries account and our instructions be sought for its disposal/ remitted to me/us by means of a Pay order/draft.

I/we will abide by the Bank's Rules in from time to time.

Name _____
Occupation _____
Address _____

Yours faithfully,

Signature

FOR BRANCH USE ONLY

Signature (s) of the depositor(s)
and information Given are verified
and found correct
Authorized Officer
(Jr. Acctt./Acctt.

Order of the Manager /Branch Manager

Sanctioned

Signature

THE JHAJJAR CENTRAL COOP. BANK LTD; JHAJJAR

Place :

Date :

The Branch Manager,
The Jhajjar Central Coop. Bank Ltd. Jhajjar
Branch _____

<p>*State decription of the security fixed deposit receipt with No. date and balance of RD Accounts</p> <p>**Delete if the security be other than the Fixed Deposit Receipt.</p>	<p>In consideration of your having allowed at my/our*request of Overdraft amounting to Rs. _____ to _____ hereinafter called the borrower, on the basis of Overdraft Agreement dated _____ executed by the borrower, I/we confirm (duly discharged) hereinafter referred to as 'security' issued by your _____ Branch in my / our favour.</p> <p>** In the event of renewal of the said Fixed Deposit by me/us you will hold the renewed Fixed Deposit Receipt as Security for the above loan. I/We further confirm that if you allow the borrower to renew the above/ Overdraft the said * _____ will continue to remain with the bank as security heretofore.</p> <p>The about due and other charges, if any, be adjusted and appropriated by you from the proceeds of the said* _____ at any time before or on its maturity at your discretion unless the loan is otherwise fully adjusted, within two days on demand in writing made by you.</p> <p>I/we authorize the bank to appropriate the interest payable on the said * _____ from time to time towards the adjustment of dues. This authority will stand notwithstanding any other instructions given by me/us at the time of opening of said * _____ A/C in respect of the payment/crediting of interest.</p>
--	---

I/we give the Bank the right to set off the balance of my/our savings/current account or any other account and adjust the amount due from the borrower out of the same.

I/we authorize you and confirm that the security for the said overdraft shall also be security including the surplus proceeds hereof for any other my/our liability and obligations present and future in favour of the bank and the bank shall be entitled to retain/realize/utilize/ appropriate the same without any further instructions from me/us.

Yours faithfully,

Address _____

Mobile No. _____

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR
AGREEMENT FOR LOAN/CASH CREDIT/OVERDRAFT

In consideration of The Jhajjar Central Coop. Bank Ltd. Jhajjar through its Branches in Distt. Jhajjar (hereinafter referred to as 'the Bank' which expression shall include its assignees and successors in interest) allowing or agreeing to allow M/s. _____ (hereinafter called 'the borrower(s)') which expression, unless repugnant to the context, shall include his/her/their heirs, executors, administrators, assignees, legal representatives and successors in interest) an advance by way of loan of Rs. _____/cash credit/overdraft upto the extent and limit of Rs. _____ (Rupees _____) or by enhancement of loan/cash credit/overdraft from Rs. _____ to Rs. _____ (hereinafter referred to as 'the said limit'), the borrower(s) hereby jointly and severally agree(s) as under :

1. That the Bank shall not, under this agreement, be required to make advance to exceed the said limit. The borrower(s) shall, however, be responsible for the payment on demand of the entire amount that may, at any time, be due in the account although such amount may exceed the said limit.
2. A(a)(i) The borrower(s) shall pay interest at the rate of _____% plus applicable interest tax (if any) per annum with monthly rests.
 - (ii) Notwithstanding any other clause of the agreement the rate of interest payable by the borrower(s) and the periodicity of rests shall be subject to changes/variations made by Reserve Bank of India/Bank from time to time.
 - (iii) In the event of there not being any above said reference rate, the borrower(s) agree(s) to pay the interest at the rate as prescribed by the bank from time to time.
 - (iv) The borrower(s) agree(s) to pay and bear interest tax, if any, at the rate as in force from time to time. The Bank shall have the discretion to decide the manner of computing and charging of the same in the account.
- (b) Interest shall be calculated on the daily balance due to the Bank in the said account and shall be charged in the account on the last working day of the month so long as the debt herein incurred is not paid by the borrower(s) in its entirety and will form part of the principal and carry interest at the above mentioned rate.

B. In case of default in the payment of interest on the due date:

and/or

In case the entire loan is recalled by the bank or otherwise as herein provided: -

and/or

In case the account becomes irregular :

- a. On account of the borrower(s) failing to make up the margin,
- b. On account of excess borrowing due to over drawal of said limit and/or drawing power not being available;
- c. For any other reason whatsoever,

The borrower(s) agree(s) to pay increased interest at the rate of _____ per cent, per annum with agreed rests over and above the agreed rate of interest as under :

- i) On the amounts in default from the date of default.
- ii) On the amount outstanding from the date of demand, and
- iii) On the amount of excess borrowing, from the date the account becomes irregular.
- iv) The borrower(s) also agree(s) to pay additional interest at 3% p.a. with agreed rests in case of default in complying the terms and conditions of the loan/of this agreement.

3. That after demand being made by the Bank, the borrower(s) shall pay to the Bank the balance then outstanding and owing to the Bank on the said account inclusive of interest at the rate mentioned above to the date of payment, together with all the charges and expenses charged or incurred by the Bank as ascertained from the books, of Bank, which the borrower(s) agree(s) to accept as sufficient proof of the correctness thereof without production of any voucher or paper.

4. That the amount due to the Bank on this account shall be payable by the borrower(s) at Branch _____ of the Bank where the account is maintained or at the Head Office of the Bank at Mini Secretariat, Gurugram Road, Jhajjar (Haryana) and the Bank shall be entitled to bring a suit against the borrower(s) either at the place where the Branch is situated or at Mini Secretariat, Gurugram Road, Jhajjar (Haryana) where the Head Office of the Bank is located.

5. That the borrower(s) will be liable for all costs of recovery incurred by the Bank before filing a suit and also for all costs in connection with the suit decree till recovery of full amount.

6. That the borrower(s) shall not be entitled to any interest for any sum which may at any time stand to his/her/their credit in this account.

7. That the Bank will always be at liberty to stop making fresh advances **or cancel the credit facility** at any time without previous notice, which notice, is hereby expressly waived and without assigning any reason even though the said limit has not been fully availed of.
8. That the borrowers agree that their liability to the Bank for their dues on the said account shall be joint and several with the authority and right to the Bank to compromise and/or give indulgence to any of them preserving its rights and remedies against all or any of them. (Applicable in case of joint borrowers).
9. That the borrowers hereby agree to hold themselves liable as aforesaid on all the confirmation letters signed by any one of them and on all the accounts stated to any one of them. The borrowers agree that each one of them is an agent for the other(s) to acknowledge and admit liability outstanding in the account from time to time. (Applicable in case of joint borrowers).
10. That the borrower(s) agree(s) that he/she/they will pledge/procure from _____ pledge of _____ to operate as security in favour of the bank to its satisfaction and/or procure an irrevocable and unconditional guarantee of _____ for due repayment of the said limit, interest and costs.
11. That the borrower(s) do/es further agree and hereby give to the Bank during the currency and for the payment of its dues a general lien and right of set off and combine accounts without notice and charge on all moveable property of every description coming into the possession and control of the Bank on account of the borrower(s) or any one of them, or for the time being held by the Bank on behalf of the borrower(s) or any one of them whether alone or jointly with others in India or elsewhere including, without prejudice to this generality, any moneys, Bank drafts, deposit receipts for moneys, promissory notes, bill of exchanges, hundies, stocks and shares, goods and merchandise, bills of lading, Railway Receipts, Lorry Receipts, Government Bills with Inspection notes and other bills in course of collection, articles in safe custody and other documents of title to goods and any other negotiable or transferable instrument or securities, instruments and documents of title of immovable property and mercantile documents of every description including hire purchase agreements or contracts other than those affecting immovable property and requiring registration under the Acts or law relating to registration and other documents evidencing the title of the borrower(s) as creditor(s) or member(s) of any Corporation, Association, Registered Society, Company or Syndicate in India or elsewhere.
12. And it is hereby agreed that in the event of there being a surplus available after payment of all such principal and interest moneys and all charges and expenses as

aforesaid of the net proceeds of such sale of security as aforesaid, it shall be lawful for the Bank to apply the said surplus as far as the same shall extend in or towards payments or liquidation of any other moneys due or to be due from the borrower(s) or any one or more of them whether solely or jointly with any other persons or person, firms or company to the Bank by way of loans, Discounted Bills, Letters of Credit, Guarantee charges or of any other demand, legal or equitable, which the Bank may have against the borrower(s) or any one or more of them and whether the borrower(s) or any one or more of them shall become or be adjudicated bankrupt or insolvent or be in liquidation or otherwise, and interest thereon from the date on which any and all advances in respect thereof shall have been made at respective rate at which the same shall have been so advanced.

13. That the borrower(s) hereby agree(s) that any notice in writing requiring to be served hereunder shall be sufficiently served if addressed to any one of them at his/her/their address registered in the Bank or, in the event of no such address being registered, at his/her/their or of any one of his/her/their last known place of residence or business and left at such address or if forwarded to any one of them by post at the address or place aforesaid. And the borrower(s) do hereby agree(s) that any demand hereunder may effectually be made by parole notice to any one of them by an officer of the Bank or by notice in writing under the hand of such officer either served personally on the borrower(s) or any of them or left for or sent by post to any one of them at his/her/their usual or last known place of business.

14. The borrower/s agree/s that :

- (a) The disbursement of credit facility viz. _____ is solely at the discretion of the bank.
- (b) (i) The bank may disallow facility, keeping in view bank's exigencies.
(ii) The bank may disallow drawing beyond the sanctioned limits.
(iii) The bank may dishonour/return cheques issued for the purpose other than specifically stated in the credit sanction in this agreement.
(iv) The bank may disallow drawing in the account on its classification as a non-performing asset or on account of non-compliance with the terms of sanction or this agreement.
- (c) The bank does not have an obligation to meet further requirements of the borrowers on account of growth in business etc. without proper review of credit limits.

- 15.(a)** That the borrowers hereby agree as a pre-condition of the loan/advance given to the borrowers by the Bank that in case Borrowers commit default in the repayment of loan/advances or in the repayment of interest thereon or any of the agreed installment of the loan on due dates, the Bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish the borrowers' names or the name of the borrowers' company/firm/unit and its directors/partners/proprietors as defaulter(s) in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.
- (b) The borrowers understand that as a pre-condition, relating to grant of the loans/advances/other non-fund based credit facilities to Borrowers, the Bank, requires the borrowers' consent for the disclosure by the Bank of, information and data relating to the borrowers, of the credit facility availed of/to be availed, by the borrowers, obligations assumed/to be assumed, by the borrowers, in relation thereto and default, if any, committed by the borrowers, in discharge thereof.
- (c) Accordingly, the borrowers hereby agree and give consent for the disclosure by the Bank of all or any such;
- i) Information and data relating to the borrowers;
 - ii) The information or data relating to any credit facility availed of/to be availed, by the borrowers, and
 - iii) Default, if any, committed by the borrowers, in discharge of the borrowers such obligation, as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorized in this behalf by RBI.

The borrowers declare that the information and data furnished by the borrowers to the Bank are true and correct. The borrowers undertake that:

- i) The Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
 - ii) The Credit Information Bureau (India) Ltd. and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.
- (d) The borrowers authorize the Bank to issue mandate/direction to the borrowers' Auditor to certify non-diversion/siphoning of funds out of loan facilities availed by the borrowers. Borrowers also authorize the Bank to issue mandate/

direction to Borrowers' Auditors also to certify the extent/amount of diversion/siphoning of funds out of loan facilities availed by the borrowers, if the Auditors detect any diversion/siphoning of funds. The borrowers undertake to authorize the borrowers' Auditors to provide such certificate as required by Bank at Borrowers' cost.

- (e) The borrowers agree and undertake to keep the Bank informed about the name and addresses of the auditors so appointed from time to time within fifteen days of such an appointment. The borrowers agree and undertake to inform their auditors about the rights given to the Bank in respect of certifying and reporting by auditors about end use of funds, non diversion/siphoning of funds, out of loan facilities availed by the borrowers and the extent/amount of diversion/siphoning of funds and shall require the auditors to performs the obligations as instructed by the Bank.
- (f) The borrowers agree not to induct on the part of Borrowers a person, who has been identified as willful defaulter as per definition given in RBI directions/guidelines or Bank's guidelines as a Director on the Board of the borrowers. If any Director who is willful defaulter as per definition above referred, is on the Board of Borrowers, the borrowers undertake to get him removed from the Board of the borrowers. The borrowers agree to make necessary amendments in the Article of Association of the borrowers to make the above requirements a ground for removal of Director(s) and furnish a copy of Articles of Association as amended to the Bank. (applicable in case of corporate borrowers).
16. In witness thereof, the borrower(s), hereunto set his/her/their hand(s) at _____ this _____ day of _____ Two Thousand and _____.

THE BORROWER(S) _____
ADDRESS _____

For and on behalf of the Bank

Appendix-I

**CERTIFICATE FROM BRANCH MANAGER
IN CASE OF ILLITERATE DEPOSITORS**

With reference to the loan/limit of Rs._____ sanctioned by the bank to_____, it is hereby certified that the borrower has affixed his thumb impression to the following relative loan documents, on date in our presence. The contents of the documents were read and the implications thereof explained to him and he has put his thumb impression after fully understanding the said contents and implications

:-

- a)
- b)
- c)
- d)

Date_____



Appendix-II.docx

BRANCH MANAGER

1. Witness _____
Name & Address _____

Appendix-II

**CERTIFICATE FROM BRANCH MANAGER IN CASE OF
DEPOSITOR SIGNING IN VERNACULAR/REGIONAL LANGUAGE.**

With reference to the loan/limit of Rs._____ sanctioned by the bank to_____, it is hereby certified that the borrower has signed in _____language to the following relative loan documents on date, in our presence. The contents of the documents were read and the implications thereof explained to him and he has put his signatures after duly understanding the said contents and implications:-

- a)
- b)
- c)
- d)

Date_____

BRANCH MANAGER

1. Witness _____
Name & Address _____

SCHEME OF LOAN AGAINST PROPERTY (LAP)

1. **PURPOSE**

Personal needs.

(Borrower to disclose specific purpose of loan and also to give undertaking that the loan shall not be used for speculative purposes.)

2. **ELIGIBILITY**

(i) Confirmed/permanent employees of State/Central Govt. their Boards/ Corporations/ Undertakings and Other Income Tax Assesses.

(ii) Customers with a satisfactory track record of three years (i.e. net profit in the immediately three preceding year) belonging to following categories:-

- Retail Traders/ Whole-sale Traders.
- Professionals & Self-employed.
- Enterprises in Service Sector
- Manufacturing concerns.

Which are functioning/ operating/carrying out their business/ profession as:

1. Individuals;
2. Sole – Proprietorship firms;
3. CIBIL score less than 600 will not be considered.

NOTE :-

(i) At the time of processing of loan the borrower's place of residence should be at Distt. Jhajjar.

(ii) Those branches whose NPA of previous financial year exceeds to 5% subsequent sanction of loans by the branch will automatically stand withdrawn only till the NPA percentage improves to below 5%.

3. **INCOME CRITERIA**

(i) **For salaried and other income tax assesses:**

Minimum gross monthly salary of Rs.30,000/- for last three years (salaried class) or minimum gross annual income of Rs.3,60,000/- (for other income tax assesses).

(ii) **For Business Enterprises:**

Minimum net annual income / net Profit Rs.3,60,000/- and above for last three years.

iii) **Common for both categories:**

Income of spouse / earning children / parent's can be taken into consideration for the purpose of EMI/ or (for determine the loan amount). In such cases, they should be made co-borrowers subject to maximum one co-borrower.

--Regular income from all sources including Rental Income can be considered provided the sanctioning authority is satisfied with the proof of income. In such cases it should be substantiated by proof in the form of Latest I.T. Return/Latest salary slip with Form 16 or Latest salary slip /Statement of Account for the last six months in which income is being credited on regular basis.

4. **NATURE OF FACILITY :-** Term Loan /overdraft on monthly reducing drawing power (DP) basis.

5. **LOAN AMOUNT:**

Minimum: Rs 1.00 Lakh Maximum: Rs.60.00 Lakhs (subject to CMA norms).

6. **ASSESSMENT OF LIMIT**

a) The assessment of limit will be carried out keeping in view two parameters as under and limit shall be fixed least of the followings:-

b) Maximum 50% of the realizable value of the property.

c) Maximum ten times of Annual Gross Income /net Profit, whichever is lower.

7. **Repaying Capacity :-**

a) The monthly carry home salary / income of the borrower(s) (including deduction of proposed loan installment) under no circumstances should be less than 50% of his/her gross income/Net profit.

b) Repaying capacity/ assessment of loan, is to be calculated on the basis of latest salary slips for salaried borrower(s) and on the basis of latest ITRs for other than salaried borrower(s). Further, regularity of salary/income is to be ensured by taking 3 years ITRs/Form 16/ BS (Whichever is applicable) for all borrower(s), i.e., salaried & other than salaried.

c) Wherever 'Income of spouse/earning children / parents is taken into consideration for assessment of limit and/ or repaying capacity; Gross Income/Gross salary shall be considered for the purpose of computation of assessment of limit

d) Specific care exercised with respect to IT returns showing SUDDEN SPURT in the salary/ income levels. Recommending/sanctioning authority to fully satisfy himself/herself before considering acceptance of such income/salary. Justification/basis of the same provided in the recommendation/sanction note.

e) Eligible Property - Residential and commercial property of Jhajjar Housing Board, Jhajjar, (free-hold), Housing Board, Haryana and Haryana Urban Development Authority (HUDA) within Distt. Jhajjar.

8. **REPAYMENT PERIOD:**

(i) Loan amount together with interest to be repaid in maximum 120 Equated Monthly Installments (EM) OR up to the age of 65 years, whichever is earlier, by ascertaining the regular income of prospective borrower.

(ii) For Recovery/ Repayment of EMIs:

Recovery/ Repayment of EMIs in all Retail Loan accounts be considered through

PDCs /Standing Instruction. Mandate of the customers for debiting their accounts through Advance cheques signed by the borrower repaying monthly installments under the cover of letter be obtained. Such Post dated advance cheques should be obtained of that account whose statement of account is obtained and not of our Bank where a shadow account is opened just for getting cheque book.

9. **SECURITY**

(a) Loans/advances shall be sanctioned against the Equitable Mortgage of the non-encumbered residential House/Flat or commercial property (in the shape of building) self occupied or vacant standing in the name of the:

- (i) Individual Borrower or co-borrower;
- (ii) Spouse of the borrower;

NOTE:

Loan can also be sanctioned against the property Standing in the name of Spouse and other near relatives, i.e., Father, Mother, Brother, Children (major) of individual borrower. However, the owner (s)/joint owner(s) of IP be made co-obligant (s)/guarantor(s).

(b) **Personal guarantee of the owner** of the property be obtained in all cases. Further, where loan is allowed against the property of other specified persons, other than the borrower himself, as per details available in the security clause, who will be required to stand as guarantor, a **minimum of six advance Cheques, signed by such guarantor/s be also obtained along with letter of deposit.**

10. **INSURANCE**

Comprehensive insurance of the property mortgaged for the Construction Cost only, i.e., value of land should not be included for the purpose of insurance. Cost of insurance to be borne by the borrower.

11. **Rate of interest :- Fix option** @10 p.a.

- Fixed rate of interest option will be subject to re-set clause of two years. There will, however, be no application of re-set clause for a repayment tenor upto two years. The re-set clause will be as under :-

“Interest rate shall be reviewed and re-set on completion of a block of two years. Year of first disbursement, whatever be the month of avilment, will be taken as first year and year will cover the period from 1st April to 31st March. As and from 1st April, after completion of every block of two years, the interest rate as re-set will be applied. If there is any delay in revision/re-set of interest, appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, until it is reset, rate as prevailing before will be applied. If interest rate is not re-set in the year when it is due, it shall be open to the Bank to re-set the interest in any subsequent year and in such event, the interest rate as re-set, will be applicable from 1st April of the year in which it is re-set for the remaining years of block of two years. Only Bank has full discretion to fix/prescribe/revise/re-set the rate of interest”.

Accordingly, the rate of interest in the loan accounts sanctioned under fixed option shall be reset on 1st April every year, after completion of every block of two years, and rate shall continue to be fixed till next applicable reset date.

The borrower(s) will be required to exercise fix rate of interest option at the time of submission of loan application.

12. **PENAL INTEREST:-** 3% p.a. on default amount over and above the normal rate of interest after 30 days of default.

13. **LATE PAYMENT CHARGES**

- e) Late payment charges Rs. 500/- Plus taxes after 15 days
- f) Cheque bounce charges Rs. 250/- Plus taxes per cheque.

14. **PRE-PAYMENT CHARGES :-** NIL

15. **Processing fee For Public :-** 0.25% of loan amount + applicable taxes.

15.1 **Processing fee – Harco Bank Staff :-** NIL

Note: Obtain processing fee before disbursement of loan.

16. **VALUATION OF PROPERTY**

(i) Valuation of the property should be on the basis of 'as is where is' basis and the distress sale value/realizable value of the property will be decided on the basis of valuation report of an approved valuer of the Bank, at borrower's cost, with all precautions, in terms of guidelines, as prescribed by Bank from time to time to be followed.

(ii) The Branch head will also ensure that the valuation has been done keeping in view the rates notified by the competent authorities for the area concerned.

(iii) Payment to the approved valuer is made to the debit of prospective borrower's account with Bank OR the amount to be recovered from the prospective borrower.

Note: Keeping in view the increasing incidence of frauds, following important guidelines be complied with by Branch heads before sanction/disbursement of advances under the Scheme and due diligence be ensured by exercising extra caution, as under:

(i) That branch officials have in their possession detailed plans of the building (duly approved by the competent authority) to be taken as security, duly confirming that it is constructed as per admissible laws and rules and that there is no likelihood of its being demolished at a later date on the grounds that the construction was unauthorized/ illegal.

(ii) That the services of only those advocates/lawyers be taken for verification purposes, who are of good standing and are experienced persons and are on the approved list of Advocates/ lawyers.

(iii) That a clause be put in sanction letters that any third party liability coming on the Bank due to wrong information/ declaration given by borrower, will be his/her responsibility.

(iv) The following major steps regarding physical verification of Immovable Property be complied with, besides other instructions issued by the Bank in this regard from time to time:

- Recommending authority to invariably visit the location of the actual property and place a report of visit with date;
- To retain a copy of Photograph of Immovable Property;
- Carryout evaluation of property by interacting with local people;
- Endeavour to confirm the genuineness of Immovable Property by asking in the neighbourhood; and
- Also talking to the occupants of property to confirm that the property has not changed hands before being offered to the Bank or there are deals underway on the property, which may subsequently lead to litigation, resulting in dilution in Bank's securities.
- The services of professionals such as Valuers and Advocates will not justify any dilution in the responsibility of our Bank officials in verifying the securities as per the Bank's laid down procedures.
- Failure to do so would be construed to be gross negligence, which is to be taken to be lapses inviting VIGILANCE OVERTONE.

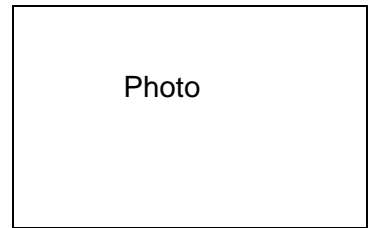
17. **GENERAL GUIDELINES**

- i. While considering proposal under the scheme, it should be ensured that the property against which loan is being sanctioned should not form part of primary or collateral security in any other advance of our Bank or any other Bank except in case of following:
- ii. The identification/selection of the borrower should be done judiciously. The Sanctioning Authority should satisfy himself that the borrower has enjoys good reputation in the market and has the capacity to pay the EMI. Further, CIBIL score below 600 of prospective borrower and guarantor should not be considered.
- iii. Income of the borrower should be as per Income-Tax Return/Assessment order/ Salary Certificate of the employer.
- iv. Before accepting the property as security, legal opinion, certifying that the title to property vests with the borrower and the same is clear and marketable, be obtained from approved counsel and kept on record. Further, branches should inspect the Immovable Property (IP) offered as security so as to ensure that the same is readily saleable and enforceable.
 - iv.i Similarly for obtaining Non-Encumbrance Certificate from the approved lawyer, the payment be made to the concerned lawyer directly by the Bank either from the proceeds of Processing Fee paid by the prospective borrowers OR the amount recovered from prospective borrowers in full where concession/ waive-off in Processing Fee has been allowed.
 - iv.ii Certified copies of Title deeds including the chain of documents are required to be obtained from the concerned office of the Sub- registrar/ Registrar of Assurances, so as to verify the genuineness of the original title deeds submitted to Bank and the title/ownership of the property.
 - v Prior to considering EM of any IP as security, search be made in the Database of CERSAI to ascertain whether IP is already mortgaged or not. Search results from CERSAI including "no asset matches the search criteria (NIL report) is to be kept on record.

- v.i All equitable mortgages (irrespective of mortgage creation date) must be registered with CERSAI within 30 days of creation of charge of an asset (IP).
- v.ii While filing particulars of mortgages with central Registry, an acknowledgement/ receipt is generated containing Asset ID. Asset ID so generated is to be recorded in Title Deed Register along with name & signatures of the officials filing particulars of IP with Central registry, so that inspecting officials during branch inspection can verify that all EMs are filled with Central registry & asset ID recorded in Title Deed Register.
- v.iii Making search in the data base of CERSAI and filing particulars of mortgages main H.O. branch be registered with CERSAI.

Documentation :

1.	When Term loan is given to borrower who owns the property to be mortgaged :	
1.1	Loan Application	Annexure -II
1.2	Term Loan Agreement	Annexure -III
1.3	Overdraft agreement	Annexure -IV
1.4	Tripartite Agreement (applicable only in case the property is rented to Third Party) Such Tripartite Agreement shall be executed by the owner of property, tenant and the bank.	Annexure -V
1.5	Guarantee to be executed by the 3 rd Party	Annexure –VII
1.6	Letter of Hypothecation	Annexure –VIII
1.7	Irrevocable Letter of Authority for remitting salary of the employee to bank and acknowledgement from the employer be kept on record. OR	Annexure –IX
1.8	Irrevocable Letter of Authority for debiting the amount of installment to account be obtained	Annexure – X
1.9	Advance cheques signed by the borrower for repaying monthly installments along with the letter of deposit to be obtained &/OR ECS/ NACH mandate.	Annexure – XI
1.10	Equitable Mortgage to be created as per prescriber procedure of Bank.	
1.11	Letter of undertaking w.r.to purpose of loan confirming that the loan shall not be used for speculative purpose.	

ANNEXURE - II**APPLICATION FOR LOAN AGAINST MORTGAGE OF IMMOVABLE PROPERTY**

	Branch Name	Date of Application	
		Borrower	Guarantor
1.	NAME		
2.	FATHER'S/HUSBAND'S NAME		
3.	AGE (WITH DATE OF BIRTH)		
4.	RESIDENTIAL/OFFICE		
	COMPLETE ADDRESS		
	CITY LOCATION		
	COUNTRY		
	PIN CODE		
	TELEPHONE NO. (OFFICE/RESIDENCE WITH STD CODE) MOBILE NO.		
5.	CATEGORY (RESIDENT INDIAN INDIVIDUAL, NONRESIDENT INDIAN OR FOREIGN NATIONAL)		
6.	GENDER MALE/FEMALE		
7.	QUALIFICATION		
8.	OCCUPATION	BUSINESS /SALARIED /RETIRED /OTHERS	
a.	IF BUSINESS ENTERPRISE (INDICATE DETAILS OF CONSTITUTION & BUSINESS)		
	i) CONSTITUTION		
	ii) NATURE OF ACTIVITY		
	iii) DESIGNATION (DIRECTOR/PARTNER/ SOLE PROP./TRUSTEE, ETC.)		
	iv) PER CENT CONTROL		

b.	IF SALARIED (ATTACH PROOF)	GOVT./PUBLIC SECTOR PUBLIC LTD. CO.PVT. LTD. CO.OTHERS	GOVT./PUBLIC SECTOR PUBLIC LTD. CO. PVT. LTD. CO. OTHERS
i)	EMPLOYER NAME AND ADDRESS		
ii)	DESIGNATION		
iii)	LENGTH OF SERVICE WITH PRESENT EMPLOYER		
9.	INDICATE PAN NO.		
10.	VOTER ID NO.		
11.	PASSPORT NO.		
12.	DRIVING LICENCE NO.		
13.	TOTAL ANNUAL INCOME (ATTACH PROOF)		
	GROSS SALARY/INCOME		
	STATUTORY DEDUCTIONS		
	OTHER LOAN INSTALMENTS		
	NET SALARY/INCOME		
	OTHER INCOME, IF ANY (PROOF TO BE ATTACHED)		

(FOR BORROWERS ONLY)

14.	DETAILS OF SPOUSE		
	NAME		
	OCCUPATION		
	IF EMPLOYED, SALARY/ INCOME		
	EMPLOYER'S NAME, ADDRESS & TEL. NO.		
15.	OWNERSHIP OF RESIDENCE	OWNED (SELF/SPOUSE) RENTED COMPANY LEASE OTHER* (PLEASE SPECIFY)	
16.	IN CASE OF OD FACILITY: PROJECT TURNOVER: (PROOF TO BE ATTACHED I.E. SALES TAX RETURN/STATEMENT OF ACCOUNT OF EXISTING BANKER/ OTHER DOCUMENTARY EVIDENCE)		

17.	DETAILS OF ASSETS AND LIABILITIES			
	LIABILITIES		ASSETS	
	OUTSTANDING LOANS/ADVANCES	AMOUNT	ASSETS	AMOUNT
	BANK		IMMOVABLE PROPERTIES	
	EMPLOYER		LAND	
	PROVIDENT FUND		BUILDING	
	RELATIVES AND FRIENDS		MOVABLE PROPERTIES	
	OTHERS		CASH	
			DEPOSITS WITH BANKS	
			INVESTMENT IN GOVT, .SECURITIES	
			OTHERS	
	TOTAL		TOTAL	
18.	PURPOSE OF LOAN/LIMIT			
19.	AMOUNT OF LOAN/LIMIT			
20.	REPAYEMENT PERIOD IN CASE OF TERM LOAN			

21.	DETAIL OF IMMOVABLE PROPERTY PROPOSED TO BE MORTGAGED	NAME OF OWNER OF THE PROPERTY	
a.	DESCRIPTION OF PROPERTY (HOUSE/FLAT/COMMERCIAL/ INDUSTRIAL PROPERTY ETC.		
b.	MARKET VALUE		

22. I/WE request for sanction of loan of Rs. _____ for meeting my/our business and/or personal needs against Equitable Mortgage of Immovable Property on the basis of information given above.

I/WE confirm that the above information is correct. I/WE have read and have been advised the terms and conditions relating to Mortgage Loan Scheme and I/WE hereby agree to be bound by these rules or by the revised additional terms and conditions which may at any time hereafter be made while the loan obtained by me/us is still outstanding.

Yours faithfully,

Signature and name of applicant

The Jhajjar Central Cooperative Bank Ltd., Jhajjar

TERM LOAN AGREEMENT

This loan agreement is made on this _____day of _____20____ between (*)_____ (hereinafter called the 'borrowers' which term shall include their and each of their legal heirs, representatives, executors, administrators, successors and assigns) of the ONE PART and The Jhajjar Central Cooperative Bank Ltd., Jhajjar having its Head Office at Mini Secretariat, Gurugram Road, Jhajjar and interalia a branch office at _____ (hereinafter called the bank which expression shall include its successors and assigns) of the OTHER PART.

WHEREAS THE borrowers have approached the bank for a term loan of Rs _____

WHEREAS the bank has agreed to advance a sum of Rs. _____by way of term loan for the above purpose inter alia on the terms and conditions mentioned below and upon security of mortgage of the property more fully described in the schedule I hereunder:

WHEREAS the bank has agreed to advance a sum of Rs. _____by way of term loan for the above purpose interalia on the terms and conditions mentioned below and upon security of mortgage of the property more fully described in the schedule I hereunder:-

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The bank shall lend to the borrowers a term loan of Rs. _____ (Rupees_____). The bank shall be entitled to disburse the loan in stages.
2. The borrowers shall repay the said term loan in the manner and on dates as fully detailed in Schedule II hereto.
- 3A. The borrowers shall pay interest at _____% p.a. (Fix)

Fixed rate of interest option on Loan against Property disbursed on or after 01.05.2018, will be subject to re-set clause of two years. There will, however, be no application of re-set clause for a repayment tenor upto two years. The re-set clause will be as under:-

"Interest rate shall be reviewed and re-set on completion of a block of two years. Year of first disbursement, whatever be the month of availment, will be taken as first year and year will cover the period from 1st April to 31st March. As and from 1st April, after completion of every

block of two years, the interest rate as re-set will be applied. If there is any delay in revision/re-set of interest, appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, until it is reset, rate as prevailing before will be applied. If interest rate is not re-set in the year when it is due, it shall be open to the Bank to re-set the interest in any subsequent year and in such event, the interest rate as re-set, will be applicable from 1st April of the year in which it is re-set for the remaining years of block of two years. Only Bank has full discretion to fix/prescribe/revise/re-set the rate of interest”.

Accordingly, the rate of interest in the loan accounts sanctioned under fixed option shall be reset on 1st April every year, after completion of every block of two years, and rate shall continue to be fixed till next applicable reset date.

The borrower(s) will be required to exercise fix rate of interest option at the time of submission of loan application.

Notwithstanding any other clause if the agreement, the rate if interest payable by the borrower and the periodicity of rests shall be subject to changes/ variations made by Reserve Bank of India / Bank from time to time.

The borrower agrees to pay the interest at the rate as prescribed by the bank from time to time. The bank shall have the discretion to decide the manner of computation of interest tax and charging thereof in the account.

- 3B. Interest shall be calculated on the daily balance due to the bank in the said account and shall be charged on the account on the last working day of the month so long as the debt herein incurred is not paid by the borrowers in its entirety and will form part of the principal and carry interest at the above mentioned rate.
- 3C. Interest shall be payable monthly irrespective of dates of payment of the installments fixed.
- 4A. The borrowers agree to pay additional interest at 3% p.a. with agreed rests as under:
- a. In case of default in payment of interest or installments on the due date(s), on the amount in default after 30 days of the date of default.
 - b. I) In case of default in furnishing statements/returns as prescribed by the bank.
II) In case of default in complying the terms and conditions of the loan/ of this agreement.
III) In case the account becomes irregular or any other reasons whatsoever, on the amount outstanding from the date of default/account becomes irregular.
- 4B. Charging of additional interest shall be without prejudice to any other right available to the bank.
- 4.C (i)Late Payment Charges :- Rs. 500/- plus taxes if any after 15 days
(ii)Cheque Bounce Charges Rs. 250/- plus taxes if any per cheque.
(iii) PENAL INTEREST:- 3% p.a. on default amount over and above the normal rate of interest after 30 days of default.
- 5A. The bank shall be entitled at its option to recall the entire outstanding together with interest and other charges in the following cases.
- a. In case the borrowers default in payment of any installment or interest.
 - b. In case the borrowers fail to create the security as undertaken within the period prescribed or such extended period as the bank may allow.
 - c. In case the borrowers contravene any of the terms and conditions of the loan and/or of this agreement.
 - d. In such other cases/circumstances as the bank may deem fit and proper.

- 5B. In the event of bank exercising its power to recall as aforesaid, the borrowers undertake that irrespective of the period for which the loan is made, the borrowers shall pay to the bank immediately after demand whereby the recall is made, the balance then outstanding on the said account together with interest and all other charges due thereunder.
6. The borrowers hereby agree and undertake to create mortgage in favour of the bank within _____ months after date of this agreement or such further period as the bank may allow in its discretion, in the form and manner as may be required by the bank of the property described in Schedule I hereunder to secure the outstanding under the said term loan besides interest, costs and other charges thereon.
7. The borrowers shall not create lien, charge, mortgage or encumbrances of any kind whatsoever on/of the property described in Schedule I hereof in favour of any person other than bank without the consent of the bank in writing.
8. That the borrowers agree that their liability to the bank for their dues on the said account shall be joint and several with the authority and right to the said bank to compromise and/or give indulgence to any of them preserving its rights and remedies against all or any of them.
9. That the borrowers hereby agree to hold themselves liable as aforesaid on all the confirmation letters signed by any one of them and on all the accounts stated to any one of them. The borrowers agree that each one of them is an agent for the other(s) and is authorized to acknowledge and admit liability outstanding in the account from time to time.
- 10.A The borrowers agree to keep fully insured for the full market value of the property or assets to be mortgaged in the name of the borrowers and the bank with bank clause against risk of damage, loss, destruction by fire and such other risk as may be prescribed by the bank and keep up such insurances until the amount due under the term loan is paid in full to the bank. In case the borrowers fail at any time to insure and pay the necessary premium, the bank may without being bound to do so, get the said property/assets insured and debit the amount of premium to the borrower's account. The premium so paid will carry interest at the same rate as of the amount advanced and become a part of the principal amount.
- 10B. The bank shall be entitled to file claim and also pursue legally against insurance company for recovery of the loss. All sums received under any such insurances as aforesaid shall be received by the bank and applied in or towards the liquidation of the balance due to the bank. It is expressly agreed that the bank shall not incur any liability to the borrowers if it fails to lodge any claim under any policy with the Insurance Company within the time prescribed under such policy or for any reasons whatsoever. The bank shall not incur any liability to the borrowers for not bringing any suit for recovery of insurance money or allowing such suit to be barred by time.
- 10.C It is also agreed that the bank shall have the absolute right to adjust, settle, compromise or refer to arbitration, without reference to or consent of the borrowers, any dispute in connection with or arising under any policy of insurance and any of the assured and such act of the bank shall be valid and binding on the borrowers but shall not impair the right of the bank to recover its dues from the borrowers.
- 10D. Notwithstanding anything herein contained, it is the absolute responsibility of the borrowers to insure the property to be mortgaged, to file claim or initiate legal action and to follow up further with the insurance company, in case of occurrence of risk insured and remit to the bank the proceeds received/realized from insurance company.

11. The borrowers shall continue to pay all rates and taxes accruing due in respect of the property/assets to be mortgaged and perform all the terms and conditions of the document of title on which the borrower holds the property.
- 11A. The borrower(s) declare that the property is self occupied/vacant.
- 11B. The borrower(s) agrees that subsequent to availment of the loan if the property is proposed to be let out by the borrower, bank's permission would be required. The bank would accord this permission only where the proposed lease is in favour of an institution of repute and lease rental/monthly rent will be assigned to the bank.
12. The bank shall always be at liberty to stop making advances at any time without previous notice and without assigning any reason even though the term loan limit has not been fully availed.
- 13A. The borrowers shall permit the bank its agents and servants from time to time and at all times to enter into and upon the premises/property which are mortgaged /charged in favour of the bank to view, inspect and value the same and make inventories of the assets.
- 13B. The bank from time to time be at liberty to have the property/assets as aforesaid valued by an appraiser appointed by the bank and the fees and expenses on such appraisal shall be paid by the borrower/s.
- 13C. The borrowers undertake to render to the bank and its servants all facilities, as may be required for any of the purposes aforesaid.
14. In case the borrowers shall be a firm or members of a firm no change whatsoever in the constitution of such firm during the continuance of this agreement shall impair or discharge the liability of the borrowers or any one of more of them hereunder, or in any way effect the right and remedies of the bank under this agreement.
15. That the amount due to the bank on this account shall be payable by the borrowers at _____office of the bank where the account is maintained or at the Head Office of the bank at Jhajjar.
16. That incidental charges at the rate fixed by the bank from time to time at its discretion shall be debited to the said account for half year or part thereof and will form part of principal and carry interest at the same rate as of the amount advanced.
17. The borrowers agree and hereby give to the bank during the currency and for the payment of the said term loan account, a general lien and right to set off and combine accounts without notice and charge on all movable property of every description coming into their possession on account of the borrower or any one of them for the time being held by the bank on behalf of the borrowers or any one of them whether singly or jointly with others in India or elsewhere including, without prejudice to the generality, any monies bullion, deposits, deposit receipts, promissory notes, bill of exchange, cheques, railway receipts, Govt. bills and other documents of every description.
18. The borrowers hereby agree as a pre-condition of the loan/advance given to them by the bank that in case they commit default in the repayment of loan/advance or in the repayment of interest thereon or any of the agreed installments of the loan on due date(s), the bank and/or the Reserve Bank of India will have an unqualified right to disclose their names or the names of their company/firm/unit and their respective Directors/Partners/ Proprietors as defaulter in such

manner and through such medium as the bank or the Reserve Bank of India in their absolute discretion may think fit.

19. Any demand herein may be made on the borrowers by an officer of the bank or any notice in writing under the hands of any such officer either served personally on the borrower or left at or sent by post to them at their address registered/available with

the bank. Notice served on any one or the borrowers shall be deemed to have been served on all of them.

SCHEDULE I

Describe the particulars of property to be mortgaged. Attach also plan.	
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**SCHEDULE II
(SCHEDULE OF REPAYMENT)**

Give details of due dates and installment amount.	
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In witness whereof the parties have signed these presents on the day, month and year above mentioned.

For The Bank

BORROWER(S)

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD. JHAJJAR
(To be stamped as an agreement not to be Attested/Witnessed)

OVERDRAFT AGREEMENT

This agreement is made at ____ on this ____ day of ____ 20__ between (*) _____ (hereinafter called the 'borrowers' which term shall include their and each of their legal heirs, representatives, executors, administrators, successors and assigns) of the ONE PART and The Jhajjar Central Cooperative Bank Ltd., Jhajjar having its Head Office at Mini Secretariat, Gurugram Road, Jhajjar and interalia a branch office at _____ (hereinafter called the bank which expression shall include its successors and assigns) of the OTHER PART.

(*) Describe name, constitution and address of the borrower

WHEREAS THE borrowers have approached the bank for allowing an advance by way of Overdraft upto the extent of Rs _____ /by enhancement of overdraft from Rs. _____ to Rs. _____ for \$ _____. WHEREAS the bank has agreed to allow a loan by way of Overdraft upto the extent of Rs. _____ on reducing limit basis for the above purpose interalia on the terms and conditions mentioned below and upon security of mortgage of the property more fully described in the Schedule hereunder:

\$ Indicate the purpose

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The bank shall allow to the Borrowers an advance by way of Overdraft upto the extent of Rs. _____ (Rupees _____) and the limit shall be reduced every month by an amount of Rs _____ (Rs _____ only). The borrower shall be at liberty to make withdrawals within the reduced Overdraft Limit. The bank shall not, under this agreement, be required to make advance to exceed the said limit/ reduced limit.. The Borrowers shall, however, be responsible for the payment on demand of the entire amount that may, at any time, be due in the account though such amount may exceed the said limit.
2. The borrowers agree to repay the entire amount that may at any time be due in the account, immediately on demand from the Bank.

3A The borrowers shall pay interest at _____% p.a. (Fix)

Fixed rate of interest option on Loan against Property disbursed on or after 01.05.2018, will be subject to re-set clause of two years. There will, however, be no application of re-set clause for a repayment tenor upto two years. The re-set clause will be as under:-

"Interest rate shall be reviewed and re-set on completion of a block of two years. Year of first disbursement, whatever be the month of availment, will be taken as first year and year will cover the period from 1st April to 31st March. As and from 1st April, after completion of every block of two years, the interest rate as re-set will be applied. If there is any delay in revision/re-set of interest, appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, until it is reset, rate as prevailing before will be applied. If interest rate is not re-set in the year when it is due, it shall be open to the Bank to re-set the interest in any subsequent year and in such event, the interest rate as re-set, will be

applicable from 1st April of the year in which it is re-set for the remaining years of block of two years. Only Bank has full discretion to fix/prescribe/revise/re-set the rate of interest”.

Accordingly, the rate of interest in the loan accounts sanctioned under fixed option shall be reset on 1st April every year, after completion of every block of two years, and rate shall continue to be fixed till next applicable reset date.

The borrower(s) will be required to exercise fix rate of interest option at the time of submission of loan application.

Notwithstanding any other clause if the agreement, the rate if interest payable by the borrower and the periodicity of rests shall be subject to changes/ variations made by Reserve Bank of India / Bank from time to time.

The borrower agrees to pay the interest at the rate as prescribed by the bank from time to time. The bank shall have the discretion to decide the manner of computation of interest tax and charging thereof in the account.

- 3B. Interest shall be calculated on the daily balance due to the bank in the said account and shall be charged on the account on the last working day of the month so long as the debt herein incurred is not paid by the borrowers in its entirety and will form part of the principal and carry interest at the above mentioned rate.
- 3C. Interest shall be payable monthly irrespective of dates of payment of the installments fixed.
- 4A. The borrowers agree to pay additional interest at 3% p.a. with agreed rests as under:
- a. In case of default in payment of interest on the due date(s), on the amount of default after 30 days of the date of default.
 - b. In case the entire loan is recalled by the bank:
 - (I). In case of default in furnishing statements/returns as prescribed by the bank.
 - (II) In case of default in complying the terms and conditions of the loan/of this agreement.
 - III) In case the account becomes irregular because of excess borrowing due to overdrawal of limit or any other reason whatsoever and/or entire loan is recalled by the bank, on the amount outstanding from the date account becomes Irregular and/or the entire loan is recalled.
- 4B. Charging of additional interest shall be without prejudice to any other right available to the bank.
- 4.C (i)Late Payment Charges :- Rs. 500/- plus taxes if any after 15 days
(ii)Cheque Bounce Charges Rs. 250/- plus taxes if any per cheque.
(iii) PENAL INTEREST:- 3% p.a. on default amount over and above the normal rate of interest after 30 days of default.
- 5A. The bank shall be entitled at its option to recall the entire outstanding together with interest and other charges in the following cases.
- a) In case the borrowers default in payment of any instalment or interest.
 - b) In case the borrowers fail to create the security as undertaken within the period prescribed or such extended period as the bank may allow.
 - c) In case the borrowers contravene any of the terms and conditions of the loan and/or of this agreement.
 - d) In such other cases/circumstances as the bank may deem fit and proper.

- 5B. In the event of bank exercising its power to recall as aforesaid, the borrowers undertake that irrespective of the period for which the loan is made, the borrowers shall pay to the bank immediately after demand whereby the recall is made, the balance then outstanding on the said account together with interest and all other charges due thereunder.
6. The borrowers hereby agree and undertake to create mortgage in favour of the bank within _____ months after date of this agreement or such further period as the bank may allow in its discretion, in the form and manner as may be required by the bank of the property described in Schedule hereunder to secure the outstanding under the said overdraft account besides interest, costs and other charges thereon.
7. The borrowers shall not create lien, charge, mortgage or encumbrances of any kind whatsoever on/of the property described in Schedule hereof in favour of any person other than bank without the consent of the bank in writing.
8. That the borrowers agree that their liability to the bank for their dues on the said account shall be joint and several with the authority and right to the said bank to compromise and/or give indulgence to any of them preserving its rights and remedies against all or any of them.
9. That the borrowers hereby agree to hold themselves liable as aforesaid on all the confirmation letters signed by any one of them and on all the accounts stated to any one of them. The borrowers agree that each one of them is an agent for the other(s) and is authorized to acknowledge and admit liability outstanding in the account from time to time.
- 10A. The borrowers agree to keep fully insured for the full market value of the property or assets to be mortgaged in the name of the borrowers and the bank with bank clause against risk of damage, loss, destruction by fire and such other risk as may be prescribed by the bank and keep up such insurances until the amount due under the term loan is paid in full to the bank. In case the borrowers fail at any time to insure and pay the necessary premium, the bank may without being bound to do so, get the said property/assets insured and debit the amount of premium to the borrower's account. The premium so paid will carry interest at the same rate as of the amount advanced and become a part of the principal amount.
- 10B. The bank shall be entitled to file claim and also pursue legally against insurance company for recovery of the loss. All sums received under any such insurances as aforesaid shall be received by the bank and applied in or towards the liquidation of the balance due to the bank. It is expressly agreed that the bank shall not incur any liability to the borrowers if it fails to lodge any claim under any policy with the Insurance Company within the time prescribed under such policy or for any reasons whatsoever. The bank shall not incur any liability to the borrowers for not bringing any suit for recovery of insurance money or allowing such suit to be barred by time.
- 10C. It is also agreed that the bank shall have the absolute right to adjust, settle, compromise or refer to arbitration, without reference to or consent of the borrowers, any dispute in connection with or arising under any policy of insurance and any of the assured and such act of the bank shall be valid and binding on the borrowers but shall not impair the right of the bank to recover its dues from the borrowers.
- 10D. Notwithstanding anything herein contained, it is the absolute responsibility of the borrowers to insure the property to be mortgaged, to file claim or initiate legal action and to follow up further with the insurance company, in case of occurrence of risk insured and remit to the bank the proceeds received/realized from insurance company.

11. The borrowers shall continue to pay all rates and taxes accruing due in respect of the property/assets to be mortgaged and perform all the terms and conditions of the document of title on which the borrower holds the property.
- 11A. The borrower(s) declare that the property is self occupied/vacant/let out.
- 11B. The borrowers agree that subsequent to availment of the loan if the property is proposed to be let out by the borrowers, bank's permission would be required. If the property is already let out or let out hereinafter in future as above said, the borrower agree to hypothecate the book debt consisting of rentals in favour of bank. The borrower will also ensure that rentals, if any, are remitted in to the loan a/c.
12. The bank shall always be at liberty to stop making advances at any time without previous notice and without assigning any reason even though the overdraft limit has not been fully availed.
- 13A. The borrowers shall permit the bank its agents and servants from time to time and at all times to enter into and upon the premises/property which are mortgaged/charged in favour of the bank to view, inspect and value the same and make inventories of the assets.
- 13B. The bank from time to time be at liberty to have the property/assets as aforesaid valued by an appraiser appointed by the bank and the fees and expenses on such appraisal shall be paid by the borrower/s.
- 13C. The borrowers undertake to render to the bank and its servants all facilities, as may be required for any of the purposes aforesaid.
14. In case the borrowers shall be a firm or members of a firm no change whatsoever in the constitution of such firm during the continuance of this agreement shall impair or discharge the liability of the borrowers or any one or more of them hereunder, or in any way effect the right and remedies of the bank under this agreement.
15. That the amount due to the bank on this account shall be payable by the borrowers at _____office of the bank where the account is maintained or at the Head Office of the bank at Jhajjar.
16. That incidental charges at the rate fixed by the bank from time to time at its discretion shall be debited to the said account for half year or part thereof and will form part of principal and carry interest at the same rate as of the amount advanced.
17. The borrowers agree and hereby give to the bank during the currency and for the payment of the dues under the said overdraft account, a general lien and right to set off and combine accounts without notice and charge on all movable property of every description coming into their possession on account of the borrowers or any one of them for the time being held by the bank on behalf of the borrowers or any one of them whether singly or jointly with others in India or elsewhere including, without prejudice to the generality, any monies bullion, deposits, deposit receipts, promissory notes, bill of exchange, cheques, railway receipts, Govt. bills and other documents of every description.
18. The borrowers hereby agree as a pre-condition of the loan/advance given to them by the bank that in case of their default in the repayment of loan/advance or interest thereon as above, the bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish their names or the names of their company/firm/unit and their respective

Directors/Partners/Proprietors as defaulter in such manner and through such medium as the bank or Reserve Bank of India in their absolute discretion may think fit.

19. The Borrowers understand that as a pre-condition, relating to grant of the loans/advances/ credit facilities to the Borrowers, the creditor bank, requires Borrowers' consent for the disclosure by the bank of, information and data relating to borrowers, of the credit facility availed of/to be availed, by the Borrowers, obligations assumed/to be assumed, by the Borrowers, in relation thereto and default, if any, committed by the Borrowers, in discharge thereof. Accordingly, the Borrowers, hereby agree and give consent for the disclosure by The Jhajjar Central Cooperative Bank Ltd., Jhajjar of all or any such;

(a) information and data relating to borrowers;

(b) the information or data relating to any credit facility availed of/to be availed, by borrowers, and

(c) default, if any, committed by borrowers, in discharge of our such obligation

as The Jhajjar Central Cooperative Bank Ltd., Jhajjar may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorized in this behalf by RBI.

Borrowers, declare that the information and data furnished by us to The Jhajjar Central Cooperative Bank Ltd., Jhajjar are true and correct.

BORROWER UNDERTAKE THAT:-

(a) the Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and data disclosed by the bank in the manner as deemed fit by them; and

(b) the Credit Information Bureau (India) Ltd. and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

20. The Borrowers authorize the Bank to issue a mandate/direction to the borrower auditors to certify non-diversion/siphoning of funds out of loan facilities availed by the borrower. Borrowers also authorize the bank to issue mandate/direction to borrower's auditors also to certify the extent/amount of diversion/siphoning of funds out of loan facilities availed by borrower, if the auditors detect any diversion/siphoning of funds. The borrowers undertakes to authorize the borrower's auditors to provide such certificates as required by bank at borrower's cost.

21. Any demand herein may be made on the borrowers by an officer of the bank or any notice in writing under the hands of any such officer either served personally on the borrowers or left at or sent by post to them at their address registered/available with the bank. Notice served on any one of the borrowers shall be deemed to have been served on all of them.

SCHEDULE I

Describe the particulars of property to be mortgaged. Attach also plan.	
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In witness whereof the parties have signed these presents on the day, month and year above mentioned.

BORROWER(S)

For The Jhajjar Central Cooperative Bank Ltd., Jhajjar

To be stamped as an agreement not to be attested)

Annexure- V

TRIPARTITE AGREEMENT

This agreement is made at _____ this _____ day of _____ Two Thousand _____ BETWEEN (1) Shri _____ son of Shri _____ residing at _____ (hereinafter called "The Borrowers/ Lessor" which expression shall, unless excluded by or repugnant to the context, be deemed to be included his/her heirs, executors administrators and legal representatives) of the FIRST part (2) Shri _____ son of Shri _____ residing at _____ (hereinafter called "Lessee" which expression shall, unless excluded by or repugnant to the context, be deemed to be included his/her heirs, executors administrators and legal representatives) of the SECOND PART (3) The Jhajjar Central Cooperative Bank Ltd., Jhajjar having its Head Office at Mini Secretariat, Gurugram Road, Jhajjar and inter alia a branch office at _____ (hereinafter called the bank which expression shall include its successors and assigns) of the THIRD PART.

WHEREAS the borrower has approached the bank for a Term Loan/Over Draft of Rs. _____, availed/being availed against mortgage of immovable property No. _____.

WHEREAS the bank has agreed to advance a sum of Rs. _____ by way of Term Loan/Over Draft for the above purpose inter alia on the terms and conditions mentioned in the agreement dated _____.

NOW THIS AGREEMENT TO WITNESSETH AS UNDER:

1. The bank shall lend to the borrower a Term Loan/Over Draft of Rs. _____ (Rupees _____) as per terms and conditions of Term Loan/Over Draft agreement dated _____.
2. Lessee who is occupying property No. _____ situated at _____ confirms that he is aware of Lessor having availed/having agreed to avail Term Loan/Over Draft against hypothecation of lease Rentals, payable by the lessee. Lessee further agrees to make the payment of lease rentals in respect of the above property to bank by cheque in favour of The Jhajjar Central Cooperative Bank Ltd., Jhajjar A/c. No. _____ from time to time.
3. Lessor hereby authorizes lessee to make payment to bank in the manner as stated in para (2) above IN WITNESS WHEREOF the parties above named have hereunto set their hands on the dates specified in each case.

(Signature of the Borrowers/Lessor)

(Signature of the Lessee)

(Signature of the Bank)

Annexure-VI

(to be stamped as an agreement
Not to be attested)

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD.: JHAJJAR

AGREEMENT OF GUARANTEE

This agreement of Guarantee is made at _____ (Place) this _____ day of ____ 20____ between _____ (hereinafter called the Guarantor(s)' which term shall, wherever the context so permits mean and include his/her/their (heirs, successors, administrators, executors and assigns) of the first part and The Jhajjar Central Cooperative Bank Ltd., Jhajjar, B/o _____, having its head office being its Head Office, at Mini Secretariat, Gurugram Road, Jhajjar (hereinafter called the Bank which term shall wherever the context so permits mean and include its successors and assigns) of the second part.

Whereas at the request of Guarantor(s) the Bank has agreed to allow/ continue enhance an accommodation by way of _____ to Sh./Smt./Messrs _____ (hereafter called the Borrower(s)* on the terms & conditions contained. _____ AND whereas the Guarantor(s) has/have agreed to guarantee due payment of the amount due to the Bank in respect of the said limits of Rs. _____

NOW THIS INDENTURE WITNESSETH AS UNDER:

That in consideration of the Bank allowing/continuing/enhancing at the request of the Guarantor(s) an accommodation by way of _____ to the Borrower(s) at its _____ Branch on terms and conditions contained in _____ the Guarantor(s) hereby agree(s) with the Bank as under:-

3. The Guarantor(s) hereby guarantee(s) jointly and severally to pay the bank after demand in writing all principal, interest, costs, charges and expenses due and which may at any time become due to the Bank from the Borrower(s), on the accounts opened in respect of the said limits (hereafter called the said accounts') down to the date of payment and also all loss or damages, costs, charges the expenses and in the case of legal costs, as between attorney and client occasioned to the bank by reason of omission, failure or default temporary or otherwise in such payment by the Borrower(s) or by the Guarantor(s) of any of them including costs (as aforesaid) of enforcement or attempted enforcement of payment by suit or otherwise or by sale or realization or attempted of sale or realization of any security for the said indebtedness or otherwise howsoever or any costs (which costs to be as aforesaid) charges or expenses which the Bank may incur by being joined in any proceeding to which the Bank may be made or may make itself party either with or without others in connection with any such securities or any proceeds thereof.
3. The Guarantee(s) hereby declare(s) that this guarantee shall be a continuing guarantee and remain operative in respect of each of the said limits severally and may be enforced as such in the discretion of the Bank, as if each of the facilities/limits had been separately guaranteed by him/her/ them. This guarantee shall not be considered as cancelled or in any way affected by the fact that at any time or from time any of the said accounts may show on liability against the Borrower(s) or may even show credit in his/her/their favour but shall continue and remain in operation in respect of all subsequent transactions till the accounts are closed.

4. The Guarantor(s) hereby consent(s) to the bank making any variance without reference or notice to him/her/them, that it may think fit in the terms of contract, including any change in rate of interest charged to the account, with the Borrower(s). The Guarantor(s) further consent(s) to the Bank accepting additional collateral security of any kind, determining enlarging or varying any credit to him/her/them or making any composition with him/her/them or promising to give him/her/them time are not sue him/her/them and to the Bank parting with any security it may hold for the guaranteed debt. The Guarantor(s) also agree(s) that he/she/they shall not be discharged from his/her/their liability by the bank releasing the Borrower(s) or by any action or omission of the Bank, the legal consequences of which may be to discharge the Borrower(s) or by any act of the Bank which would, but for this present provision be inconsistent with his/her/their rights as guarantor(s) or by the Bank's omission to do any act which, but for this present provision, the Bank's duty to the Guarantor(s) would have required the Bank to do. Though as between the borrower(s) and the guarantor(s) he/ is she /they are guarantor(s) only, the guarantor(s) agree(s) that as between the Bank and guarantor(s) he/she/they are debtor(s) jointly with the borrower(s) and accordingly he/she/they shall not as such be entitled to claim the benefit of legal consequences of any variation in the terms of the contract and to any of the rights conferred on a Guarantor by Sections 133,134,135, 139 and 141 of the Indian Contract Act. The Guarantor(s) further agree(s) that the acceptance by the Bank of any irregular payments or any amount short of the amount of agreed installment/s, whether made before or on due dates or thereafter by the Borrower(s), shall not discharge the Guarantor(s) from his/her/their liability and such acceptance will not amount to or create any new or fresh contract. The Guarantor(s) further agree(s) that the Bank shall be under no obligation to notify him/her/them, any default committed by Borrower(s) at any time or from time to time.

33. The Guarantor(s) hereby consent(s) to the Bank renewing from time to time the said _____ limits of Rs._____ allowed to the Borrower(s) obtaining fresh documents from him/her/them closing the existing accounts, opening new accounts, or transferring the same or part thereof to any branch of the Bank. Notwithstanding this, the Guarantor(s) agree(s) and declare(s) that he/she/they shall remain liable to the bank for any indebtedness of the Borrower(s) under the renewed limit and terms and conditions of this deed shall apply and govern their liability under the renewed limit.

34. The Guarantor(s) further declare (s) that all dividends, compositions or payment received by the bank from Guarantor(s) or any other persons liable to him/her/them or

his/her/ their representative shall be taken and applied as payment in gross and the Guarantor(s) and his/her/their representatives shall have no right to claim the benefit of any such dividends, compositions or payment until full amount of all claims of the Bank against the Borrower(s) and his/her/their representatives which are covered by this guarantees shall have been paid.

35. No advance, overdraft or other credit facilities that the Bank may give to the Borrower(s) beyond the limit mentioned in para No.1 above or obtaining of any other guarantee or security from the Borrower(s) shall determine, prejudice or lessen the liability of the Guarantor(s) hereunder.

36. The Guarantor(s) further agree(s) that any accounts settled between the Bank and the Borrower(s) or the balance admitted or confirmed by him/her/them or his/her/their authorized agents as due on the said accounts to the Bank will be conclusive and shall not be disputed or questioned by the Guarantor(s).

37. The Guarantor(s) authorize(s) and appoint(s) each of the borrowers or any person duly authorized by them as agent to confirm the balance due and acknowledge liability on his/her/their behalf as Guarantor(s) from time to time. The Guarantor(s) further agree(s) that any acknowledgement of liability made by Borrower(s) or any person duly authorized by him/her/ them to operate account or any of the co-guarantors as agent on behalf of the

Guarantor(s) shall be binding on them for giving fresh start of limitation and also for admission of liability against him/her/them.

38. In case the Bank sells the hypothecated, pledged or mortgaged security/ies held in the loan account, the Guarantor(s) agree(s) that the Bank may sell said securities without giving any notice of such sale of the Guarantor(s). The Guarantor(s), agree(s) that he/she/they will not question the sale or the sale price in any manner or on any ground whatsoever.
39. In case the amount guarantee by the Guarantor(s) is paid by the Borrower(s) to the Bank and the Bank in consequence discharges the Guarantor(s) from all liabilities under this guarantee, but it is subsequently determined by a Court of Law or otherwise that the said payment was a fraudulent preference and the Bank is made to refund the said amount, the Guarantor(s) liability to the Bank on the basis of this guarantee shall revive to the same extent and in the same manner as if such payment had never been made.
12. The Guarantor(s) also agree(s) that the Bank may enforce the guarantee without enforcing, selling or realizing any of the securities kept under lien, hypothecated, pledged or mortgaged with it, notwithstanding that any bills or other instruments given by the Borrower(s) in the said account may be in circulation for collection and outstanding.
13. The guarantee hereby given shall not be determinable or taken as satisfied by the Guarantor(s) except on the terms of his/their making full payment upto the limit of his/their guarantee for any then outstanding liabilities or obligations on the said account. The guarantee shall not be affected by his/their death or insanity until the Bank shall have received formal authentic notice in writing thereof.
14. If the Guarantor(s) has/have or shall hereafter take any security from the Borrower(s) in respect of his/their liability under this guarantee, the Guarantor(s) will not prove in the liquidation of the Borrower(s) in respect thereof to the prejudice of the Bank and such security shall stand as security and shall be forthwith deposited with the Bank.
15. So long as any money remains owing under this guarantee, the bank shall have lien on all moneys standing to the credit of guarantor(s) and on any securities or goods in the hands of the bank belonging to any of the Guarantor(s) and the Bank shall be entitle to appropriate/set off/realize to same.
16. The absence of infirmity in the borrowing powers on the part of the Borrower(s) or any irregularity whatsoever in the exercise thereof shall not affect the liability of the Guarantor(s) and any moneys advanced to the Borrower(s) shall be deemed to be due and owing notwithstanding such absence, infirmity or irregularity and this guarantee shall not be affected by any changed in the name or constitution of the Borrower(s). It is further expressly agreed that this guarantee shall remain enforceable against the Guarantor(s) irrespective of the fact whether the contract between the Borrower(s) and his/their creditor is enforceable at law or now. It is also expressly agreed that in case the guarantee given by the Guarantors cannot be enforced or becomes unenforceable at law for any reason whatsoever, the guarantee given hereunder be enforced as an indemnity against the Guarantor(s) and he/they agree(s) and undertake(s) indemnify and reimburse the Bank for any loss, damages, costs and other charges which the Bank may have to recover the realize from the Borrower(s) in his/their accounts with it.
17. Any notice by the Bank in writing under this guarantee or a demand in writing shall be deemed to have been duly given to the Guarantor(s) be sending the same by post addressed to him/them at the address hereunder written and shall be effectual notwithstanding any chance of residence or death and notwithstanding the notice therefore to the Bank and such demand shall be deemed to have been received by the Guarantor(s) 24 hours after the posting thereof

and shall be sufficient to prove that the letter containing the demand was properly addressed and posted.

30. The Guarantor(s) agree(s) that a copy of account of the principal debtor(s) contained in the Bank books of account signed by the Manager for the time being of the office at which such accounts shall be kept or any officer of the Bank shall be conclusive evidence against him/them of the account for the time being due to the Bank from the principal debtor(s) in any accounts or other proceedings brought against him/her/their upon this guarantee.
31. The Guarantor(s) hereby agree(s) as a pre-condition of the loan/advance given to the borrower/s by the Bank that in case the borrower/s commit default in the repayment of loan advance or in the repayment of interest thereon or any of the agreed installments of the loan on due date(s) the Bank and / or the Reserve Bank of India will have an unqualified right to disclose the guarantor/s names or the names of his / her/ their company/firm/firm/unit and its respective Directors/partners/ Proprietors as defaulter/s in such manner and through such medium as the Bank or the Reserve Bank of India in their absolute discretion may think fit.
32. The Guarantor(s) understand(s) that as a pre-condition, relating to grant of the loans/ advances/credit facilities to the borrower/s, the creditor bank requires Guarantor(s) consent/s for the disclosure by the Bank of information and data relating to Guarantor(s) of the credit facility availed of/to be availed, by the Borrower/s, obligations assumed/to be assumed, by the Guarantor(s), in relation thereto and default, if any, committed by the Guarantor(s), in discharge thereof.

Accordingly, The Guarantor(s) hereby agree(s) and give consent for the disclosure by The Jhajjar Central Cooperative Bank Ltd., Jhajjar of all or any such;

- m) Information and data relating to Guarantor(s);
- n) The information or data relating to guarantee to secure any credit facility availed of/to be availed, by borrower/s and
- o) Default, if any, committed by Guarantor(s), in discharge of his/her/their such obligation, as The Jhajjar Central Cooperative Bank Ltd., Jhajjar may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd; and any other agency authorized in this behalf by RBI;

Guarantor(s) declare(s) that the information and data furnished by the borrower/s to the The Jhajjar Central Cooperative Bank Ltd., Jhajjar are true and correct.

Guarantor(s) undertake(s) that :-

- (a) The Credit Information Bureau (India) Ltd; and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
- (b) The Credit Information Bureau (India) Ltd; and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Bank/financial Institutions and other credit grantors or registered user, as may be specified by the Reserve Bank in this behalf.

21. That the Guarantor(s) agree(s) not to induct a person, who has been identified as 'willful defaulter' as per definition given as per RBI directions/guidelines, as a director on its Board. If any defaulter who is a "willful defaulter" as per definition referred to above, is on the Board of Guarantor(s) the Guarantor(s) undertake/s to get him/her removed from its Board. The guarantor(s) agrees(s) to make necessary amendments, if need be, in its regulations to make above requirement as a ground for removal of directors and furnish a copy of regulation as amended, to the bank (applicable in case of Company only)

In witness whereof the Guarantor(s) and the Bank have set their hands hereunto on _____ day _____ 20

Guarantor(s)

1.
Signature _____
Name _____
Occupation _____
Address _____

2.
Signature _____
Name _____
Occupation _____
Address _____

WITNESS :

9. _____
10. _____

For and on behalf of the Bank

LETTER OF HYPOTHECATION

(To be stamped as an Agreement unless separate duty is prescribed Under local laws)

Place:_____

Date:_____

The Branch Manager,
BO:_____
The Jhajjar Central Cooperative Bank Ltd.,
Jhajjar

Dear Sir,

Reg: OD/Term Loan account No._____

1. I/We have availed/are availing the above loan/OD.
2. In consideration of your allowing/continuing the above facility. I/We hereby hypothecate the present and future book debts consisting of lease rentals/rents/license fees due/ that may be due from time to time from lessors/tenants/licensee occupying the premises No. _____ situated at _____.
3. I/We undertake to remit the rents received from time to time to the bank.
4. I/We will also direct the tenants to remit the rents by cheque favouring The Jhajjar Central Cooperative Bank Ltd., Jhajjar.
5. I/We will furnish such statements and other particulars regarding rent payable and rent receipt from the occupants of his premises. The bank will have right to inspect the premises and ascertain such information as may be necessary.
6. The bank without being bound is entitled to act on behalf of the borrower and demand lease rentals etc. from the occupants.

Yours faithfully,

Borrower

LETTER OF AUTHORITY AUTHORISING THE EMPLOYER TO REMIT SALARY AND OTHER AMOUNT PAYABLE TO THE BANK

TO

REG:-----LOAN OF RS.-----/- (RS.-----only) A/C NO.---
-----SANCTIONED TO ME BY THE JHAJJAR CENTRAL COOPERATIVE BANK LTD;
JHAJJAR B.O-----.

Dear Sir,

The above loan has been sanctioned to me by The Jhajjar Central Coop. Bank Ltd; Jhajjar.

* I hereby authorize you to remit my salary every month to The Jhajjar Central Cooperative Bank Ltd., Jhajjar for crediting my Account No.-----.

* I hereby authorize you to pay a sum of Rs.----- (Rs.----- only) every month from my salary to The Jhajjar Central Cooperative Bank Ltd., Jhajjar; ----- for credit to my aforesaid Loan Account No.-----with them.

This authority is irrevocable until the loan mentioned above with interest thereon is paid in full and written consent of the bank is obtained.

Yours faithfully

PLACE-----
DATE-----

SIGNATURE-----
NAME OF EMPLOYEE-----
ADDRESS-----

* DELETE WHICHEVER IS NOT APPLICABLE.

LETTER OF AUTHORITY

The Branch Manager,
The Jhajjar Central Cooperative Bank Ltd.,
Jhajjar
B.O. _____
_____.

Sir,

REG: -----loan of Rs. _____/- (Rs.-----only)
Account No.-----.

With reference to the above loan sanctioned to me, I hereby authorise you to debit a sum of
Rs.----- (Rs _____ only) every month to my
_____ account No. _____ with you and credit it to my aforesaid loan until the loan is fully
adjusted.

The authority given to you is irrevocable unless and until the above said loan is repaid by me in full.

Thanking you,

Yours faithfully,

PLACE-----

DATE-----

SIGNATURE-----
NAME -----
ADDRESS -----

LETTER FOR DEPOSIT OF ADVANCE CHEQUES

PLACE _____
DATE _____

The Branch Manager
The Jhajjar Central Cooperative Bank Ltd.,
Jhajjar
B.O. _____

Dear Sir,

REG:TERM LOAN A/C _____

To facilitate due payment of installments in the above Term Loan Account, I/we enclose herewith the following cheques. I/we am/are aware that dishonoring the cheque due to insufficiency of funds will entail criminal action, as per provisions of Law, without prejudice to Bank's other rights. Tendering of cheques will in no way absolve my/our obligation to pay the installments or the amount due as per terms agreed.

DATE OF CHEQUES

AMOUNT

Yours faithfully,

BORROWER

P.S. Advance cheques may be received under the Scheme. The number, amount and dates of such cheques should synchronize with the number, amount and due dates of term loan installments. Such cheques should be drawn favouring "The Jhajjar Central Cooperative Bank Ltd., Jhajjar" and on the reverse of the cheque – "Payment of installment in term loan account _____" can be written.

PERSONAL LOAN SCHEME FOR PENSIONERS

1. ELIGIBILITY

All type of pensioners drawing their pension through our branches. This includes family pensioners and ex-employees of our Bank.

NOTE:-

(i) At the time of processing of loan the borrower's place of residence should be at Distt. Jhajjar.

(ii) Those branches whose NPA of previous financial year exceeds to 5% p.a. subsequent sanction of loans by the branch will automatically stand withdrawn only till the NPA percentage improves to below 5% p.a.

2. PURPOSE

To meet personal needs including medical expenses.

3. LOAN AMOUNT

Maximum loan amount shall be Rs. 10,00,000/- (Rupees ten lakhs only) or amount equivalent to 15 times monthly pension whichever is lower.

4. NATURE OF LOAN :- Term loan / overdraft on monthly reducing drawing power (DP)

5. MARGIN :- Nil

6. RATE of INTEREST Fix option.

- Fixed rate of interest option will be subject to re-set clause of two years. There will, however, be no application of re-set clause for a repayment tenor upto two years. The re-set clause will be as under :-

“Interest rate shall be reviewed and re-set on completion of a block of two years. Year of first disbursement, whatever be the month of avilment, will be taken as first year and year will cover the period from 1st April to 31st March. As and from 1st April, after completion of every block of two years, the interest rate as re-set will be applied. If there is any delay in revision/re-set of interest, appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, until it is reset, rate as prevailing before will be applied. If interest rate is not re-set in the year when it is due, it shall be open to the Bank to re-set the interest in any subsequent year and in such event, the interest rate as re-set, will be applicable from 1st April of the year in which it is re-set for the remaining years of block of two years. Only Bank has full discretion to fix/prescribe/revise/re-set the rate of interest”.

Accordingly, the rate of interest in the loan accounts sanctioned under fixed option shall be reset on 1st April every year, after completion of every block of two years, and rate shall continue to be fixed till next applicable reset date.

The borrower(s) will be required to exercise fix rate of interest option at the time of submission of loan application.

iv) Pension account of prospective borrower with DCCB, Jhajjar & Harcobank;

CIBIL Score 800 and above	11.25% p.a.
CIBIL Score 700 and below 800	11.50% p.a.
CIBIL Score 600 and below 700	11.75% p.a.
CIBIL Score below 600	Not accepted
CIBIL Score (0 to – 1)	12% p.a.
CIBIL Score (1 to upto 5)	12% p.a.

Note: In case prospective borrower after taking loan from DCCB, JHAJJAR & Harcobank shifts his/her Pension account to other Bank 2% extra rate of interest will be charged over and above the applicable rate of interest.

v) DCCB, Jhajjar & Harcobank Staff;

CIBIL Score 800 and above	9.75% p.a.
CIBIL Score 700 and below 800	10 % p.a.
CIBIL Score 600 and below 700	10.25 % p.a.
CIBIL Score below 600	not accepted.
CIBIL Score (0 to – 1)	11.25% p.a.
CIBIL Score (1 to upto 5)	11.25% p.a.

7. PENAL INTEREST

After 15 days of default 3% p.a. on default amount over and above the normal rate of interest.

8. LATE PAYMENT CHARGES :-

g) Late payment charges Rs. 250/- (Plus taxes if any) after 15 days of default

h) Cheque bounce charges Rs.250/- (Plus taxes if any) per cheque.

(Also applicable to DCCB, Jhajjar & Harcobank staff)

9. PROCESSING FEES

iii) Processing fee – PUBLIC :- 0.50% of the loan amount (minimum Rs. 500/- plus taxes)

iv) Processing fee – DCCB, Jhajjar & HARCObANK STAFF :- NIL

Note: Obtain processing fee before disbursement of loan.

10. PRE-PAYMENT CHARGES :- NIL

11. REPAYMENT PERIOD : 60 MONTHS OR UPTO THE AGE OF 70 YEARS WHICHEVER IS EARLIER.

60 equated monthly installments (EMIs) comprising of principal & interest OR upto the age of 70 years, whichever is earlier. Installment will commence one month after disbursement of loan. The sanctioning Authority to ensure that the EMIs of the borrower is commensurate with the repayment period allowed.

The installments will be deducted from his/her pension account with branch for which a letter of authority shall be obtained from the Pensioner(s).

12. **SECURITY**

Guarantee of spouse eligible for family pension to be obtained OR of any other family member of means OR a third party guarantee acceptable to the Bank.

13. **DISBURSEMENT**

The amount may be credited to Saving/Current Account of the pensioners.

14. **OTHER GUIDELINES**

- The loan can be availed more than once only after adjustment of earlier loan.
- The carry home pension (including deduction of proposed personal loan installment) of a pensioner under no circumstances should be less than 50% of his/her gross pension;
- As the personal loan granted under the scheme is clean in nature, utmost care should be exercised in sanction/conduct of the account, therefore, the concept of KYC norms be meticulously followed of the borrower as well as the guarantor (s);
- Affidavit of Rs. 5/- be obtained declaring that no further loan will be raised either from DCCB, Jhajjar & Harcobank or any other Bank under the same similar scheme till full repayment of personal loan (Pensioner) from DCCB, Jhajjar & Harcobank;
- While allowing finance under the scheme within the city, Incumbents Incharge may ensure that borrowers' residence is in close vicinity of the branch so that recovery aspect can be kept under proper control by the Branch.
- Recommending incumbents should invariably mention the date of visit at Borrower's residence in his recommendations and also mention the name of visiting Officer/official of the Branch.
- It has been decided to capture the Permanent Address of the borrower besides obtaining the present address.
- At least three post dated cheques will be obtained from each and every borrower.
- Sanction of loan will be sole discretion of the Bank;
- Loan should be disbursed within one month after sanction of loan;
- a. If the borrower is defaulter of upto Rs. 1000/- of Credit card in CIBIL Score, then he sanctioning power will be of one step higher rank;
- c. If the borrower is defaulter of above Rs. 1000/- of Credit Card in CIBIL Score loan request is not acceptable.
- Three months liability of other Bank loan can be waived while calculating the loan eligibility.

15. DOCUMENTATION

1. Loan application form **Annexure-II**
2. Letter of Authority **Annexure-III**
3. Letter of authority (in duplicate) to be taken in case of DPDO Pensioners the same be sent by registered post to the DPDO alongwith information in writing regarding disbursement of the loan to the concerned pensioner. Further, an affidavit may be obtained from the concerned pensioner that he/she shall not change his/her present disbursing branch/bank without bank's consent. – **Annexure - IV**
4. Term loan agreement (P.L. to Pensioners) - **Annexure-V**
5. Overdraft loan agreement (P.L. to Pensioners)- **Annexure -VI**
6. Guarantee deed **Annexure -VII**
7. Promissory Note (wherever is applicable)- **Annexure VIII**

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR

(REQUEST-CUM-SANCTION LETTER FOR PERSONAL LOAN TO PENSIONERS)

The Branch Manager,
The Jhajjar Central Cooperative Bank Ltd., Jhajjar
Jhajjar
B.O. _____

Dear Sir,

Re: Advance under Personal Loan Scheme for Pensioners

I request you to grant me an advance / loan of ` _____ (` _____ only) for meeting my personal needs / medical expenses. I am eligible for the loan applied for under the above Scheme for Pensioners. I am drawing a monthly pension of ` _____ (_____) having retired from _____ in the year _____. The pension is being credited in my SF / CA / OD A/c no. _____ maintained with your branch.

I agree to repay the said advance/loan of ` _____ (_____) in _____ monthly installments along with interest at the rate of _____ % p.a. (Fix). I also agree to pay interest tax if any in force from time to time. The interest chargeable shall be subject to changes as prescribed by Bank from time to time. In the event of my death or for any reason/s deemed necessary, the Bank shall have the right to recall the loan outstanding immediately irrespective of repayment period fixed. I also agree to execute all the documents prescribed and to abide by all terms and conditions of the Scheme from time to time.

I authorize the Bank, that in the event of sanction of loan, to debit the amount of monthly installment every month to my SF / CA / OD a/c no. _____ with the Bank in which my pension is credited and credit it to the aforesaid Loan a/c until the loan is fully adjusted. The authority given by me to the Bank is irrevocable unless and until the loan is repaid by me in full.

I undertake and agree that I will not raise any further loan/advance from any other branch of THE JHAJJAR CENTRAL COOPERATIVE BANK LTD., JHAJJAR or any other Bank / NBFC under the same or similar Scheme till full repayment of personal loan, without consent of the Bank.

I hereby agree as a pre condition of the loan/advance given to me by the Bank that in case I commit default in the repayment of loan/advance or in the repayment of interest thereon or any of the agreed installments of the loan on due date(s), the Bank and/or the Reserve Bank of India will have an unqualified right to disclose my name as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit. I understand that as a pre-condition, relating to grant of the loan/advance to me, the Bank, requires my consent for the disclosure by the Bank of information and data relating to me, the credit facilities availed of/to be availed, by me, obligations assumed/to be assumed, by me, in relation thereto and default, if any, committed by me in discharge thereof.

Accordingly, I hereby agree and give consent for the disclosure by the Bank of all or any such:

- Information and data relating to me.
- The information and data relating to any credit facility availed of/to be availed, by the borrower/s and

- Default, if any, committed by me in discharge of my obligation, as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. And any other agency authorized in this behalf by RBI.

I declare that the information and data furnished by me to the Bank are true and correct.

I undertake that :

The Credit Information Bureau (India) Ltd. and any other agency so authorized may use/process the said information and data disclosed by the Bank in the manner as deemed fit by them; and

The Credit Information (India) Ltd. and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Banks/Financial Institutions and other Credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

Yours faithfully,

Place _____

Date _____.

SIGNATURE OF THE APPLICANT

Name: _____

PPO No. _____

Address _____

City _____ District _____

Pin Code _____

Permanent Address _____

City _____ District _____

Pin Code _____

Telephone (with STD Code) _____

Mobile No. _____

COMMENTS / RECOMMENATIONS OF APPRAISING OFFICER

(Signature & Name of Appraising Officer)

ORDERS OF THE SANCTIONING AUTHORITY

(Signature & Name of Sanctioning Authority)

LETTER OF AUTHORITY

From

To

The Branch Manager
The Jhajjar Central Cooperative Bank Ltd.,
Jhajjar
B.O. _____

Sir,

SUB : ADVANCE UNDER PERSONAL LOAN SCHEME FOR PENSIONERS.

With reference to the loan of Rs. _____ (Rupees _____
_____) granted to me by you towards
meeting my Personal needs/Medical expenses, I give you my irrevocable authorization to recover the
monthly instalments commencing from the month of _____ from my SF/CA
a/c _____ with you in which my pension is credited. This may be treated as a standing
instruction in my SF/CA a/c.

Yours faithfully,

(Signatures of the Applicant)

Name: _____

Res. Add. _____

Tele/Mobile No. _____

PLACE: _____

DATE: _____

LETTER OF AUTHORITY- (DPDO PENSIONERS)

(TO BE OBTAINED IN DUPLICATE)

From :

To
The Branch Manager,
The Jhajjar Central Cooperative Bank Ltd.,
Jhajjar
B.O. _____

Sir,

Sub: Advance under Personal Loan Scheme for Pensioners

With reference to the loan of Rs. _____ (Rupees _____
_____) granted to me by you towards meeting my Personal needs / Medical
expenses, I will not apply / request to the Department of Pension Disbursing Office (DPDOs) for
change of disbursing Branch / Bank (THE JHAJJAR CENTRAL COOPERATIVE BANK LTD.,
JHAJJAR) till the loan is adjusted in full. I am hereby submitting this letter in duplicate, one copy may
be sent to DPDOs.

Place: _____

Dated: _____

Yours faithfully,

(Signature of Applicant)

Name _____

Resi. Add. _____

Tele/Mobile No. _____

Annexure –V

(to be stamped as an agreement
Not to be attested/witnessed)

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD.; JHAJJAR
(AGREEMENT FOR TERM LOAN TO PENSIONER)

This agreement is made on this ____day of _____20____ between Shri/Smt. _____son/ daughter/ wife of _____, resident of _____, (hereinafter called the "Borrower") the party of the ONE PART; AND The Jhajjar Central Cooperative Bank Ltd., Jhajjar having its Head Office at Mini Secretariat, Gurugram Road, Jhajjar and amongst others a Branch Office at _____ (hereinafter called the "Bank") the party of the OTHER PART.

(Unless the context other requires each party shall mean and include its successors and assigns; masculine gender is to be taken to include females; the singular includes the plural and vice versa; and the term "Borrower", in case there are more than one borrower, shall include each one of them and their liability shall be JOINT & SEVERAL)

THIS AGREEMENT WITNESSETH AS UNDER:

1. On the request of the Borrower, the Bank has agreed to lend / has lent to the Borrower a term Loan of ` _____ (` _____ only) under its "Scheme for loan to Pensioners" (the "Loan").
 2. The Borrower agrees to pay interest at% (Fix) per annum with monthly rests (the "Applicable Interest Rate"), as and when due / leviable whether debited or not in the Loan account, plus term premia, other expenses, applicable interest tax and incidental charges, etc. as applicable from time to time The interest shall be calculated on daily balance basis due to the Bank and shall be charged monthly so long as the amount due is not repaid in its entirety and shall form part of the principal and carry interest at the Applicable Interest Rate.
- Fixed rate of interest option will be subject to re-set clause of two years. There will, however, be no application of re-set clause for a repayment tenor upto two years. The re-set clause will be as under :-

"Interest rate shall be reviewed and re-set on completion of a block of two years. Year of first disbursement, whatever be the month of avilment, will be taken as first year and year will cover the period from 1st April to 31st March. As and from 1st April, after completion of every block of two years, the interest rate as re-set will be applied. If there is any delay in revision/re-set of interest, appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, until it is reset, rate as prevailing before will be applied. If interest rate is not re-set in the year when it is due, it shall be open to the Bank to re-set the interest in any subsequent year and in such event, the interest rate as re-set, will be applicable from 1st April of the year in which it is re-set for the remaining years of block of two years. Only Bank has full discretion to fix/prescribe/revise/re-set the rate of interest".

Accordingly, the rate of interest in the loan accounts sanctioned under fixed option shall be reset on 1st April every year, after completion of every block of two years, and rate shall continue to be fixed till next applicable reset date.

The borrower(s) will be required to exercise fix rate of interest option at the time of submission of loan application.

2A. The Borrower agrees that the amount of the Loan together with interest will be paid by him regularly in _____ number of equated monthly installments (the "EMI") of ` _____ (_____) comprising of principal and interest and the first EMI shall become due for payment commencing _____ . The amount of monthly installment shall be subject to change in accordance with the change/revision in the Applicable Interest Rate to be charged in the Loan account and the Borrower shall have one of the following options to exercise for repayment of the Loan :

- (a) To pay the increased amount of the EMI.
- (b) To continue to pay the existing amount of the EMI with the condition that the balance outstanding in the Loan account would be paid in one go with the last EMI of the originally applicable repayment tenor.
- (c) To prolong the repayment period.

In case no option is exercised by the Borrower on account of change in the Applicable Interest Rate affecting the EMI, the option as given at (c) above will be deemed to have been exercised by the Borrower.

- 3. If the Bank, on the request of the Borrower, in its discretion decides to make available to the Borrower the option of application of lower rate of interest, as applicable to fresh loans under the Scheme, it is open to the Bank to charge and levy a Switchover Fee at the rate prescribed by the Bank.
- 4. The Borrower agrees to pay additional interest at _____ % p.a. with agreed rests in case of default in
 - a) Payment of interest and/or installment on the due dates, on the amount in default from the date of default; or
 - b) Furnishing information as prescribed/called for by the Bank; or
 - c) Non-compliance of any of the terms & conditions of this Agreement.

Penal interest

After 15 days of default	3% p.a. on default amount over and above the normal rate of interest.
Late payment charges	Rs. 250/- (Plus taxes if any) after 15 days of default
Cheque bounce charges	Rs. 250/- (Plus taxes if any) per cheque.
	<u>(Also applicable to DCCB , JHAJJAR & Harcobank staff)</u>

Besides this the Bank shall have the option to recall the entire outstanding and the Borrower undertakes to pay the amount outstanding upon demand by the Bank.

- 5. The Borrower authorizes the Bank to recover the amount of the monthly installment every month from his SF/CA /OD account no. _____ maintained by the borrower with the Bank in which his pension is credited until the Loan is fully adjusted. This authorization given by the Borrower to the Bank is irrevocable unless and until the Loan is repaid by him in full. The Borrower further undertakes to keep sufficient balance in his said account for recovery of the monthly installment by the Bank.

6. In the event of the Bank exercising its right to recall the Loan as aforesaid, the Borrower undertakes that irrespective of the period for which the Loan is made, the Borrower shall pay to the Bank immediately after demand whereby the recall is made, the balance then outstanding on the said account together with interest and all other charges till liquidation of the dues under the Loan.
7. That the Borrower undertakes that he will neither raise any further loan from any other branch of the Bank or any from other Bank/FI/NBFC under the same or similar Scheme nor shall change his present Pension Disbursement Branch till full repayment of the Loan, without prior written consent of the Bank.
8. The Borrower agrees and hereby gives to the Bank during the currency and for the payment of the Loan, a general lien and right to set off; and combine accounts without notice; and charge on all movable property of every description coming into the Bank's possession on account of the Borrower for the time being held by the Bank on behalf of the Borrower whether singly or jointly with others in India or elsewhere including, without prejudice to the generality, any monies, bullion, deposits, deposit receipts, promissory notes, bill of exchange, cheques, railway receipts, Govt. bills and other documents/ securities of every description.
9. That any demand herein may be made on the Borrower by an officer of the Bank or any notice in writing under the hands of any such officer either served personally on the Borrower or left at or sent by post to him at his address registered/available with the Bank.
10. The Borrower hereby consents that in case he commits default in repayment of the Loan, the Bank/RBI can disclose his name in such manner and through such medium, as they deem fit. The Borrower further consents for disclosure of his name by the Bank to any credit information company, as deemed fit.

In witness whereof, the parties have signed these presents on the day, month and year above mentioned.

BORROWER

**FOR THE JHAJJAR CENTRAL COOP.
BANK LTD; JHAJJAR**

Annexure-VI

(to be stamped as an agreement
Not to be attested/witnessed)

THE JHAJJAR CENTRAL COOP. BANK LTD; JHAJJAR

(OVERDRAFT AGREEMENT)

(for Personal loan to pensioners)

In consideration of The Jhajjar Central Cooperative Bank Ltd., Jhajjar having its Head Office at Mini Secretariat, Gurugram Road, Jhajjar and amongst others a branch office at _____ (hereinafter called 'the Bank' which term shall, unless repugnant to the context, include its successors and assigns) allowing or agreeing to allow Sh. /Smt. _____ (hereinafter referred to as the borrower which expression, unless repugnant to the context shall include his/her heirs, executors, administrators, assignees, legal representatives and successors in interest) an advance by way of overdraft upto the extent and limit of Rs. _____ (Rupees _____ only) on a reducing drawing power (DP) limit basis to meet his/her personal needs, the borrower hereby agrees as under:-

17. That the Bank shall not, under this agreement, be required to make advance to exceed the said limit. The borrower shall, however, be responsible for the payment on demand of the entire amount that may at any time, be due in the account although such amount may exceed the said limits;
18. That the limit will be reduced every month by an amount of Rs. _____ (Rupees _____ only);
19. That the borrower shall be at liberty to make draws within the reduced overdraft limit;
20. A) that the interest at the rate of ____% p.a. (fix) shall be calculated on the daily balance due to the Bank on the said account and shall be charged monthly so long as the amount due from the borrower is not paid in its entirety and the same will form part of the principal and carry interest at the above mentioned rates;

- Fixed rate of interest option will be subject to re-set clause of two years. There will, however, be no application of re-set clause for a repayment tenor upto two years. The re-set clause will be as under :-

“Interest rate shall be reviewed and re-set on completion of a block of two years. Year of first disbursement, whatever be the month of availment, will be taken as first year and year will cover the period from 1st April to 31st March. As and from 1st April, after completion of every block of two years, the interest rate as re-set will be applied. If there is any delay in revision/re-set of interest, appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, until it is reset, rate as prevailing before will be applied. If interest rate is not re-set in the year when it is due, it shall be open to the Bank to re-set the interest in any subsequent year and in such event, the interest rate as re-set, will be applicable from 1st April of the year in which it is re-set for the remaining years of block of two years. Only Bank has full discretion to fix/prescribe/revise/re-set the rate of interest”.

Accordingly, the rate of interest in the loan accounts sanctioned under fixed option shall be reset on 1st April every year, after completion of every block of two years, and rate shall continue to be fixed till next applicable reset date.

The borrower(s) will be required to exercise fix rate of interest option at the time of submission of loan application.

B) that the borrower shall pay and bear interest tax, if any, at the rate as in force from time to time. The Bank shall have the discretion to decide the manner of computation and charging of the same in the account;

C) That in case of default in the payment of interest on the due date

And/or

In case the entire loan is recalled by the bank s herein provided

And/or

In case the account becomes irregular

c) On account of excess borrowing due to overdrawal of limit;

d) For any other reason whatsoever

The borrower shall pay increased interest at the rate of 3% p.a with agreed rests over and above the agreed rate of interest as under:-

PENAL INTEREST

After 15 days of default 3% p.a. on default amount over and above the normal rate of interest.

Late payment charges Rs. 250/- (Plus taxes if any) after 15 days of default.

Cheque bounce charges Rs.250/- (Plus taxes if any) per cheque.

(Also applicable to DCCB, Jhajjar & Harcobank staff)

21. That charging of additional / increased interest shall be without prejudice to the Bank's rights to enforce securities or pursue other remedies open to the bank;
That the borrower shall pay incidental charges/other charges, as fixed by the bank from time to time, during the currency of the account;
22. That the borrower shall keep the balance in the account within the reduced limit and repay the amount availed under OVERDRAFT inclusive of interest within _____ months;
23. That the Bank shall be entitled to recall the amount outstanding;
 - d) If balance in the account is not kept within the reduced limit;
 - e) For contravention of any of the terms of agreement;
 - f) For any other reason whatsoever.
24. That after demand being made by the Bank, the borrower shall pay to the Bank the balance then outstanding and owing to the Bank on the said account inclusive of interest at the rate mentioned above to the date of payment, together with all the charges and expenses charged or incurred by the Bank as ascertained from the books of the Bank and the borrower agrees to accept the same as sufficient proof of the correctness thereof without production of any voucher or paper;
25. That the borrower shall not raise any other loan from any other Branch of the bank or any other Bank / F.I/NBFC under the same or similar scheme till full repayment of personal loan, without seeking prior consent of the bank;
26. That the amount due to the Bank on this account shall be payable by the borrower at _____ branch of the bank where the account is maintained or any the CBS branches (applicable in case the loan facility has been availed from a CBS Branch) or at the Head Office of the Bank at Jhajjar and the Bank shall be entitled to bring a suit against the borrower either at the place where the branch is situated or at Jhajajr where the Head Office of the bank is located;
27. That the borrower shall be liable for all costs of recovery incurred by the bank before filing a suit and also for all costs in connection with the suit/decreed till recovery of full amount;

28. That the borrower shall not be entitled to any interest for any sum which may at any time stand to his/ her credit in this account;
29. That the bank will always be at liberty to stop making fresh advances at any time without prior notice, which notice is hereby expressly waived and without assigning any reason even though the said limit has not been fully availed of;
30. That the borrower authorizes The The Jhajjar Central Cooperative Bank Ltd., Jhajjar Branch Office _____ to debit a sum of Rs. _____ (Rupees _____ only) every month to his/her SF/CA/OD account No. _____ with the Bank and credit it to his/ her aforesaid loan account until the loan is fully adjusted. The authority given by the borrower to the Bank is irrevocable unless and until the loan is repaid in full by him/ her.

(delete if not applicable)

31. That the borrower further agrees and hereby gives to the Bank during the currency and for the repayment of its dues a general lien and right of set off and combine accounts without notice and charge on all moveable property of every description coming into possession and control of the bank on account of the borrower, or for the time being held by the bank on behalf of the borrower, whether alone or jointly with others in India or elsewhere including without prejudice to this generally, any moneys, Bank drafts, deposit receipts for moneys, promissory notes, bills of exchange, hundies, stocks and shares, goods and merchandise, bills of lading, railway receipts, lorry receipts, government bills with inspection notes and other bills in course of collection, articles in safe custody and other documents of title to goods and any other negotiable or transferable instruments or securities, instruments and documents of title of immovable property and mercantile documents of every description including hire purchase agreements or contracts or other than those affecting immovable property and requiring registration under the Acts or laws relating to registration and other documents evidencing the title of the borrower as creditors or members of any corporation, association, Registered Society, Company or Syndicate in India or elsewhere;

32. i) That the borrower hereby agrees as a pre-condition of the loan/ advance given to him/ her by the Bank that in case he/she commits default in the repayment of loan/advance or in the repayment of interest thereon on due date (s), the Bank and / or the Reserve bank of India will have unqualified right to disclose his/her name as defaulter in such manner and through such medium as the bank or Reserve Bank of India in their absolute discretion may think fit.

ii) That the borrower understands that as a pre-condition relating to grant of the loan/ advances/ other non fund based credit facilities to the borrower, the Bank requires the borrower's consent for the disclosure by the bank of Information and data relating to the borrower, the credit facilities availed of / to be availed by the borrower, obligations assumed/ to be assumed by the borrower in relation thereto and default, if any, committed by the borrower in discharge thereof.

Accordingly, the borrower hereby agrees and gives consent for the disclosure by the Bank of all or any such:

- d) Information and data relating to borrower;
- e) Information and date relating to any credit facility availed of / to be availed of by the borrower and ;
- f) Default, if any, committed by the borrower, in discharge of the borrower's such obligation, as the Bank may deem appropriate and necessary to disclose and furnish to Credit

Information Bureau (India) Ltd; and any other agency authorized in this behalf by the Reserve Bank of India;

v) that the borrower undertakes that :-

- c) The credit Information Bureau (India) Ltd; and any other agency so authorized may use/process the said information and data disclosed by the bank in the manner as deemed fit by them and that;
- d) The credit information bureau (India) Ltd; and other agency so authorized may furnish the said information for banks/ Financial Institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

The borrower declares that the information and data furnished by him/ her to the Bank is true and correct.

In witness whereof, the parties hereunto set their hands at _____ this _____ day of _____ two thousand _____

For The Bank

The borrower

THE JHAJJAR CENTRAL COOPERATIVE BANK LTD; JHAJJAR

AGREEMENT OF GUARANTEE

This agreement of Guarantee is made at _____ (Place) this _____ day of ____ 20____ between _____ (hereinafter called the Guarantor(s)' which term shall, wherever the context so permits mean and include his/her/their (heirs, successors, administrators, executors and assigns) of the first part and The Jhajjar Central Cooperative Bank Ltd., Jhajjar, B/o _____, having its head office being its Head at Mini Secretariat, Gurugram Road, Jhajjar (hereinafter called the Bank which term shall wherever the context so permits mean and include its successors and assigns) of the second part.

Whereas at the request of Guarantor(s) the Bank has agreed to allow/ continue enhance an accommodation by way of _____ to Sh./Smt./Messrs _____ (hereafter called the Borrower(s)* on the terms & conditions contained. _____ AND whereas the Guarantor(s) has/have agreed to guarantee due payment of the amount due to the Bank in respect of the said limits of Rs. _____

NOW THIS INDENTURE WITNESSETH AS UNDER:

That in consideration of the Bank allowing/continuing/enhancing at the request of the Guarantor(s) an accommodation by way of _____ to the Borrower(s) at its _____ Branch on terms and conditions contained in _____ the Guarantor(s) hereby agree(s) with the Bank as under:-

2. The Guarantor(s) hereby guarantee(s) jointly and severally to pay the bank after demand in writing all principal, interest, costs, charges and expenses due and which may at any time become due to the Bank from the Borrower(s), on the accounts opened in respect of the said limits (hereafter called the said accounts') down to the date of payment and also all loss or damages, costs, charges the expenses and in the case of legal costs, as between attorney and client occasioned to the bank by reason of omission, failure or default temporary or otherwise in such payment by the Borrower(s) or by the Guarantor(s) of any of them including costs (as aforesaid) of enforcement or attempted enforcement of payment by suit or otherwise or by sale or realization or attempted of sale or realization of any security for the said indebtedness or otherwise howsoever or any costs (which costs to be as aforesaid) charges or expenses which the Bank may incur by being joined in any proceeding to which the Bank may be made or may make itself party either with or without others in connection with any such securities or any proceeds thereof.
3. The Guarantee(s) hereby declare(s) that this guarantee shall be a continuing guarantee and remain operative in respect of each of the said limits severally and may be enforced as such in the discretion of the Bank, as if each of the facilities/limits had been separately guaranteed by him/her/ them. This guarantee shall not be considered as cancelled or in any way affected by the fact that at any time or from time any of the said accounts may show on liability against the Borrower(s) or may even show credit in his/her/their favour but shall continue and remain in operation in respect of all subsequent transactions till the accounts are closed.

4. The Guarantor(s) hereby consent(s) to the bank making any variance without reference or notice to him/her/them, that it may think fit in the terms of contract, including any change in rate of interest charged to the account, with the Borrower(s). The Guarantor(s) further consent(s) to the Bank accepting additional collateral security of any kind, determining enlarging or varying any credit to him/her/them or making any composition with him/her/them or promising to give him/her/them time are not sue him/her/them and to the Bank parting with any security it may hold for the guaranteed debt. The Guarantor(s) also agree(s) that he/she/they shall not be discharged from his/her/their liability by the bank releasing the Borrower(s) or by any action or omission of the Bank, the legal consequences of which may be to discharge the Borrower(s) or by any act of the Bank which would, but for this present provision be inconsistent with his/her/their rights as guarantor(s) or by the Bank's omission to do any act which, but for this present provision, the Bank's duty to the Guarantor(s) would have required the Bank to do. Though as between the borrower(s) and the guarantor(s) he/ is she /they are guarantor(s) only, the guarantor(s) agree(s) that as between the Bank and guarantor(s) he/she/they are debtor(s) jointly with the borrower(s) and accordingly he/she/they shall not as such be entitled to claim the benefit of legal consequences of any variation in the terms of the contract and to any of the rights conferred on a Guarantor by Sections 133,134,135, 139 and 141 of the Indian Contract Act. The Guarantor(s) further agree(s) that the acceptance by the Bank of any irregular payments or any amount short of the amount of agreed installment/s, whether made before or on due dates or thereafter by the Borrower(s), shall not discharge the Guarantor(s) from his/her/their liability and such acceptance will not amount to or create any new or fresh contract. The Guarantor(s) further agree(s) that the Bank shall be under no obligation to notify him/her/them, any default committed by Borrower(s) at any time or from time to time.
5. The Guarantor(s) hereby consent(s) to the Bank renewing from time to time the said _____ limits of Rs. _____ allowed to the Borrower(s) obtaining fresh documents from him/her/them closing the existing accounts, opening new accounts, or transferring the same or part thereof to any branch of the Bank. Notwithstanding this, the Guarantor(s) agree(s) and declare(s) that he/she/they shall remain liable to the bank for any indebtedness of the Borrower(s) under the renewed limit and terms and conditions of this deed shall apply and govern their liability under the renewed limit.
6. The Guarantor(s) further declare (s) that all dividends, compositions or payment received by the bank from Guarantor(s) or any other persons liable to him/her/them or his/her/ their representative shall be taken and applied as payment in gross and the Guarantor(s) and his/her/their representatives shall have no right to claim the benefit of any such dividends, compositions or payment until full amount of all claims of the Bank against the Borrower(s) and his/her/their representatives which are covered by this guarantees shall have been paid.
7. No advance, overdraft or other credit facilities that the Bank may give to the Borrower(s) beyond the limit mentioned in para No.1 above or obtaining of any other guarantee or security from the Borrower(s) shall determine, prejudice or lessen the liability of the Guarantor(s) hereunder.
8. The Guarantor(s) further agree(s) that any accounts settled between the Bank and the Borrower(s) or the balance admitted or confirmed by him/her/them or his/her/their authorized agents as due on the said accounts to the Bank will be conclusive and shall not be disputed or questioned by the Guarantor(s).
9. The Guarantor(s) authorize(s) and appoint(s) each of the borrowers or any person duly authorized by them as agent to confirm the balance due and acknowledge liability on his/her/their behalf as Guarantor(s) from time to time. The Guarantor(s) further agree(s) that any acknowledgement of liability made by Borrower(s) or any person duly authorized by

him/her/ them to operate account or any of the co-guarantors as agent on behalf of the Guarantor(s) shall be binding on them for giving fresh start of limitation and also for admission of liability against him/her/them.

10. In case the Bank sells the hypothecated, pledged or mortgaged security/ies held in the loan account, the Guarantor(s) agree(s) that the Bank may sell said securities without giving any notice of such sale of the Guarantor(s). The Guarantor(s), agree(s) that he/she/they will not question the sale or the sale price in any manner or on any ground whatsoever.
11. In case the amount guarantee by the Guarantor(s) is paid by the Borrower(s) to the Bank and the Bank in consequence discharges the Guarantor(s) from all liabilities under this guarantee, but it is subsequently determined by a Court of Law or otherwise that the said payment was a fraudulent preference and the Bank is made to refund the said amount, the Guarantor(s) liability to the Bank on the basis of this guarantee shall revive to the same extent and in the same manner as if such payment had never been made.
12. The Guarantor(s) also agree(s) that the Bank may enforce the guarantee without enforcing, selling or realizing any of the securities kept under lien, hypothecated, pledged or mortgaged with it, notwithstanding that any bills or other instruments given by the Borrower(s) in the said account may be in circulation for collection and outstanding.
13. The guarantee hereby given shall not be determinable or taken as satisfied by the Guarantor(s) except on the terms of his/their making full payment upto the limit of his/their guarantee for any then outstanding liabilities or obligations on the said account. The guarantee shall not be affected by his/their death or insanity until the Bank shall have received formal authentic notice in writing thereof.
14. If the Guarantor(s) has/have or shall hereafter take any security from the Borrower(s) in respect of his/their liability under this guarantee, the Guarantor(s) will not prove in the liquidation of the Borrower(s) in respect thereof to the prejudice of the Bank and such security shall stand as security and shall be forthwith deposited with the Bank.
15. So long as any money remains owing under this guarantee, the bank shall have lien on all moneys standing to the credit of guarantor(s) and on any securities or goods in the hands of the bank belonging to any of the Guarantor(s) and the Bank shall be entitle to appropriate/set off/realize to same.
16. The absence of infirmity in the borrowing powers on the part of the Borrower(s) or any irregularity whatsoever in the exercise thereof shall not affect the liability of the Guarantor(s) and any moneys advanced to the Borrower(s) shall be deemed to be due and owing notwithstanding such absence, infirmity or irregularity and this guarantee shall not be affected by any changed in the name or constitution of the Borrower(s). It is further expressly agreed that this guarantee shall remain enforceable against the Guarantor(s) irrespective of the fact whether the contract between the Borrower(s) and his/their creditor is enforceable at law or now. It is also expressly agreed that in case the guarantee given by the Guarantors cannot be enforced or becomes unenforceable at law for any reason whatsoever, the guarantee given hereunder be enforced as an indemnity against the Guarantor(s) and he/they agree(s) and undertake(s) indemnify and reimburse the Bank for any loss, damages, costs and other charges which the Bank may have to recover the realize from the Borrower(s) in his/their accounts with it.
17. Any notice by the Bank in writing under this guarantee or a demand in writing shall be deemed to have been duly given to the Guarantor(s) be sending the same by post addressed to him/them at the address hereunder written and shall be effectual notwithstanding any chance of residence or death and notwithstanding the notice therefore to the Bank and such demand shall be deemed to have been received by the Guarantor(s) 24 hours after the posting thereof

and shall be sufficient to prove that the letter containing the demand was properly addressed and posted.

18. The Guarantor(s) agree(s) that a copy of account of the principal debtor(s) contained in the Bank books of account signed by the Manager for the time being of the office at which such accounts shall be kept or any officer of the Bank shall be conclusive evidence against him/them of the account for the time being due to the Bank from the principal debtor(s) in any accounts or other proceedings brought against him/her/their upon this guarantee.
19. The Guarantor(s) hereby agree(s) as a pre-condition of the loan/advance given to the borrower/s by the Bank that in case the borrower/s commit default in the repayment of loan advance or in the repayment of interest thereon or any of the agreed installments of the loan on due date(s) the Bank and / or the Reserve Bank of India will have an unqualified right to disclose the guarantor/s names or the names of his / her/ their company/firm/firm/unit and its respective Directors/partners/ Proprietors as defaulter/s in such manner and through such medium as the Bank or the Reserve Bank of India in their absolute discretion may think fit.
20. The Guarantor(s) understand(s) that as a pre-condition, relating to grant of the loans/ advances/credit facilities to the borrower/s, the creditor bank requires Guarantor(s) consent/s for the disclosure by the Bank of information and data relating to Guarantor(s) of the credit facility availed of/to be availed, by the Borrower/s, obligations assumed/to be assumed, by the Guarantor(s), in relation thereto and default, if any, committed by the Guarantor(s), in discharge thereof.

Accordingly, The Guarantor(s) hereby agree(s) and give consent for the disclosure by the bank of all or any such;

- a) Information and data relating to Guarantor(s);
- b) The information or data relating to guarantee to secure any credit facility availed of/to be availed, by borrower/s and
- c) Default, if any, committed by Guarantor(s), in discharge of his/her/their such obligation, as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd; and any other agency authorized in this behalf by RBI;
Guarantor(s) declare(s) that the information and data furnished by the borrower/s to the Bank are true and correct.

Guarantor(s) undertake(s) that:-

(a) The Credit Information Bureau (India) Ltd; and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and

(b) The Credit Information Bureau (India) Ltd; and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Bank/financial Institutions and other credit grantors or registered user, as may be specified by the Reserve Bank in this behalf.

21. That the Guarantor(s) agree(s) not to induct a person, who has been identified as 'willful defaulter' as per definition given as per RBI directions/guidelines, as a director on its Board. If any defaulter who is a "willful defaulter" as per definition referred to above, is on the Board of Guarantor(s) the Guarantor(s) undertake/s to get him/her removed from its Board. The guarantor(s) agrees(s) to make necessary amendments, if need be, in its regulations to make

above requirement as a ground for removal of directors and furnish a copy of regulation as amended, to the bank (applicable in case of Company only)

In witness whereof the Guarantor(s) and the Bank have set their hands hereunto on _____ day _____ 20

Guarantor(s)

1.
Signature _____
Name _____
Occupation _____
Address _____

2.
Signature _____
Name _____
Occupation _____
Address _____

WITNESS:

11. _____
12. _____

For and on behalf of the Bank

PROMISSORY NOTE

Rs. _____

Place _____

Date _____

ON DEMAND I/We jointly and severally promise to pay THE JHAJAJR CENTRAL COOP. BANK LTD; JHAJAJR in their Head Office at Mini Secretariat, Gurugram Road, Jhajjar or _____ Branch or order notwithstanding non-presentment, the sum of Rs. _____ (Rs. _____ only) for value received with interest thereon with minimum rate of _____ percent per annum with _____ rest till date of payment in full.

STAMP

(Signature across the revenue stamp)

Name(s) _____

Address _____

**