

Booklet of Retail Lending Schemes

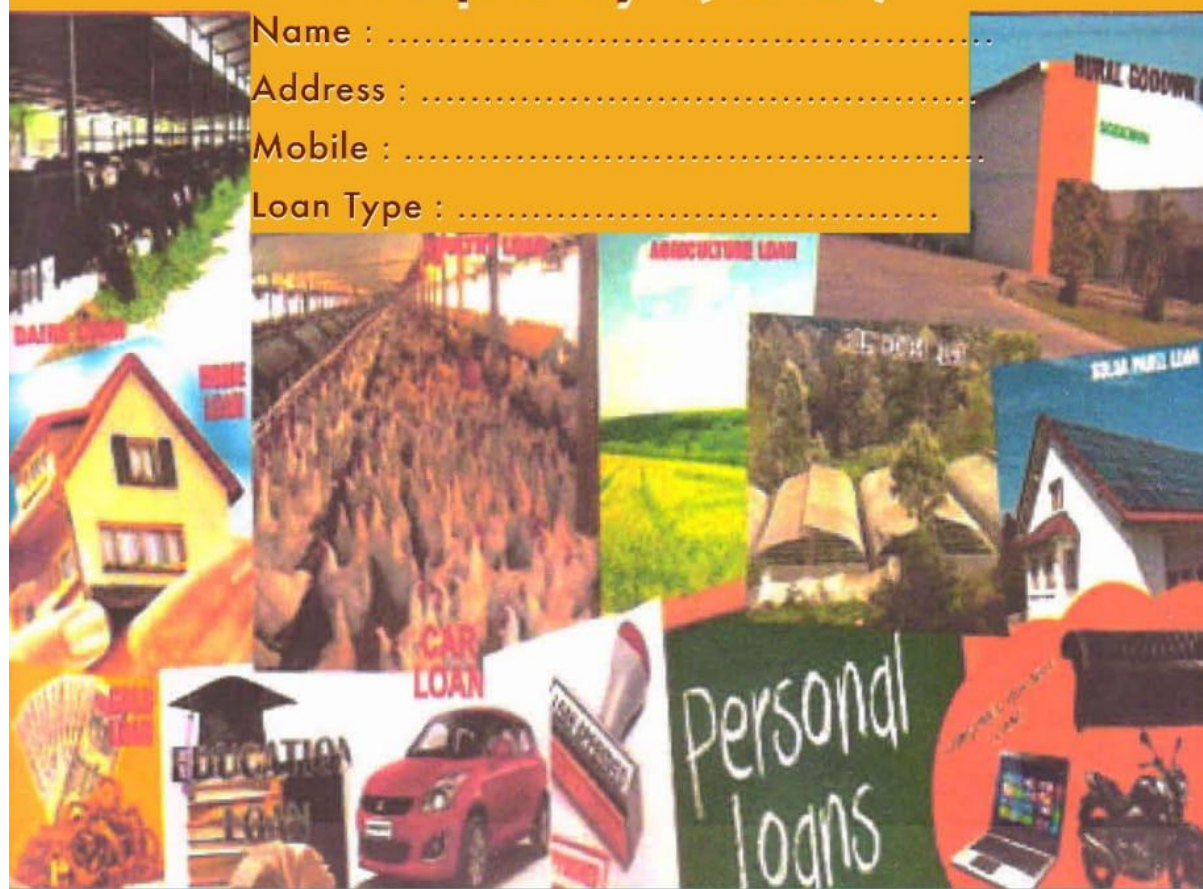
(Technical Monitoring & Evaluation Cell)



The Mahendragarh Central
Co-operative Bank Ltd,
Mahendragarh

Scheme of Loan against Property (LAP)

Name :
Address :
Mobile :
Loan Type :



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 Assessors.

(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. Mahendragarh.

(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whose NPA of previous financial year exceeds to 5% subsequent sanction of loans by the branch will automatically stand withdrawn only till the NPA percentage improves to below 5%.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 assessors:**

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 assessors).

(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 Mahendragarh Housing Board, Mahendragarh, (free-hold), Housing Board, Haryana and Haryana Urban Development Authority (HUDA) within Distt. Mahendragarh.

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 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.

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**

- a) Late payment charges Rs. 500/- Plus taxes after 15 days
- b) 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 gurantor 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

Photo

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

Annexure-III

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

The Mahendragarh Central Cooperative Bank Ltd., Mahendragarh

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 Mahendragarh Central Cooperative Bank Ltd., Mahendragarh having its Head Office at Near Anaj Mandi, Railway Road, Mahendragarh and inter alia 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 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:-

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 of 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 Mahendragarh.
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)

Annexure- IV

THE MAHENDRAGARH CENTRAL COOPERATIVE BANK LTD. MAHENDRAGARH

(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 Mahendragarh Central Cooperative Bank Ltd., Mahendragarh having its Head Office at Near Anaj Mandi, Railway Road, Mahendragarh 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 Mahendragarh.

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 Mahendragarh Central Cooperative Bank Ltd., Mahendragarh 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 Mahendragarh Central Cooperative Bank Ltd., Mahendragarh 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 Mahendragarh Central Cooperative Bank Ltd., Mahendragarh 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.	
---	--

In witness whereof the parties have signed these presents on the day, month and year above mentioned.

BORROWER(S)

For The Mahendragarh Central Cooperative
Bank Ltd., Mahendragarh

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 Mahendragarh Central Cooperative Bank Ltd., Mahendragarh having its Head Office at Near Anaj Mandi, Railway Road, Mahendragarh 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 Mahendragarh Central Cooperative Bank Ltd., Mahendragarh 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)

nnexure-VI

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

THE MAHENDRAGARH CENTRAL COOPERATIVE BANK LTD.:
MAHENDRAGARH

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 Mahendragarh Central Cooperative Bank Ltd., Mahendragarh, B/o _____, having its head office being its Head Office, at Near Anaj Mandi, Railway Road, Mahendragarh (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:-

1. 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 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 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/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 Mahendragarh Central Cooperative Bank Ltd., Mahendragarh 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 Mahendragarh Central Cooperative Bank Ltd., Mahendragarh

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 Mahendragarh Central Cooperative Bank Ltd., Mahendragarh 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

LETTER OF HYPOTHECATION

(To be stamped as an Agreement unless separate duty is prescribed Under local laws)

Place:_____

Date:_____

The Branch Manager,
BO:_____
The Mahendragarh Central Cooperative Bank Ltd.,
Mahendragarh

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 Mahendragarh Central Cooperative Bank Ltd., Mahendragarh.
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

ANNEXURE -VIII

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 MAHENDRAGARH CENTRAL
COOPERATIVE BANK LTD; MAHENDRAGARH B.O-----.

Dear Sir,

The above loan has been sanctioned to me by The Mahendragarh Central Coop.
Bank Ltd; Mahendragarh.

* I hereby authorize you to remit my salary every month to The Mahendragarh
Central Cooperative Bank Ltd., Mahendragarh for crediting my Account No.-----
--.

* I hereby authorize you to pay a sum of Rs.----- (Rs.----- only)
every month from my salary to The Mahendragarh Central Cooperative Bank Ltd.,
Mahendragarh; ----- 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

ANNEXURE -IX

The Branch Manager,
The Mahendragarh Central Cooperative Bank Ltd.,
Mahendragarh
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 Mahendragarh Central Cooperative Bank Ltd.,
Mahendragarh
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 Mahendragarh Central Cooperative Bank Ltd., Mahendragarh" and on the reverse of the cheque – "Payment of installment in term loan account _____" can be written.