

Booklet of Retail Lending Schemes

(Technical Monitoring & Evaluation Cell)



The Mahendragarh Central
Co-operative Bank Ltd,
Mahendragarh

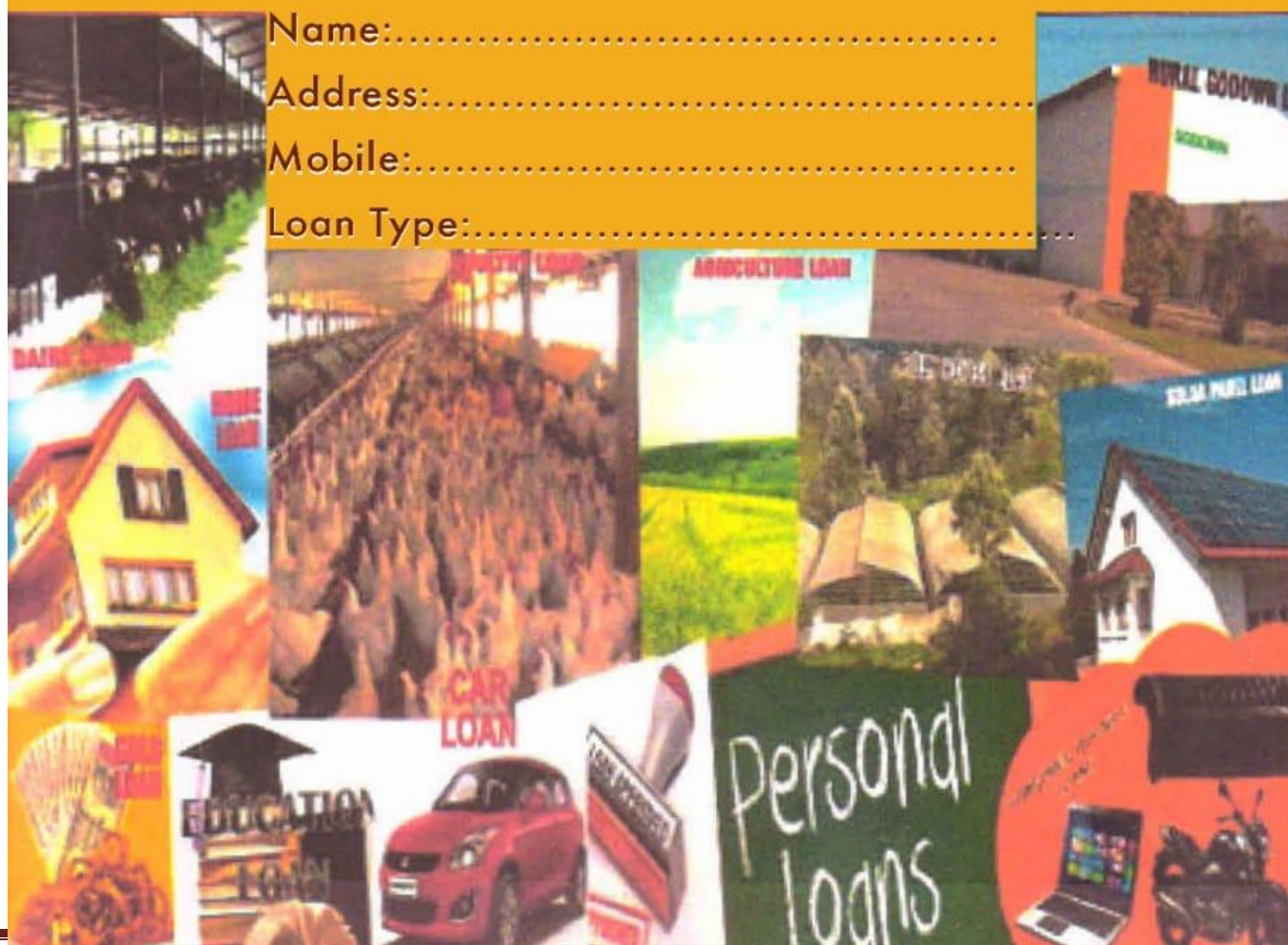
Personal Loan Scheme for Pensioners

Name:.....

Address:.....

Mobile:.....

Loan Type:.....



➤ **Personal Loan Scheme for Pensioners**

Particulars	Annexure	Page No.
Personal Loan Scheme for Pensioners	I	3-6
Loan application form	II	7-8
Letter of Authority	III	9
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. –	IV	10
Term loan agreement (P.L. to Pensioners)	V	11-13
Overdraft loan agreement (P.L. to Pensioners)	VI	14-17
Guarantee deed	VII	18-22
Promissory Note (wherever is applicable)	VIII	23

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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. Mahendragarh.

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NPA of previous financial year exceeds to 5% p.a. subsequent sanction of loans by the branch will automatically stand withdrawn only till the NPA percentage improves to below 5% p.a.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

i) Pension account of prospective borrower with DCCB, Mahendragarh & 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, MAHENDRAGARH&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.

ii) **DCCB, Mahendragarh & 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.
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8. LATE PAYMENT CHARGES :-

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

(Also applicable to DCCB, Mahendragarh & Harcobank staff)

9. PROCESSING FEES

- | | | |
|-----|---|---|
| i) | <u>Processing fee – PUBLIC :-</u> | 0.50% of the loan amount (minimum Rs. 500/- plus taxes) |
| ii) | <u>Processing fee – DCCB, Mahendragarh&HARCOBANK STAFF</u> | <u>:- NIL</u> |

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, Mahendragarh&Harcobank or any other Bank under the same similar scheme till full repayment of personal loan (Pensioner) from DCCB, Mahendragarh&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.
- Atleast 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;
 - b. 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 MAHENDRAGARH CENTRAL COOPERATIVE BANK LTD; MAHENDRAGARH
(REQUEST-CUM-SANCTION LETTER FOR PERSONAL LOAN TO PENSIONERS)

The Branch Manager,
 The Mahendragarh Central Cooperative Bank Ltd., Mahendragarh
 Mahendragarh
 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 MAHENDRAGARH CENTRAL COOPERATIVE BANK LTD., MAHENDRAGARH 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)

ANNEXURE-III

LETTER OF AUTHORITY

From

To

The Branch Manager
The Mahendragarh Central Cooperative Bank Ltd.,
Mahendragarh
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 Mahendragarh Central Cooperative Bank Ltd.,
Mahendragarh
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
MAHENDRAGARH CENTRAL COOPERATIVE BANK LTD., MAHENDRAGARH) till the loan is
adjusted in full. I am hereby submitting this letter in duplicate, one copy may be sent to DPDOs.

Yours faithfully,

Place: _____

Dated: _____

(Signature of Applicant)

Name _____

Resi. Add. _____

Tele/Mobile No. _____

**THE MAHENDRAGARH CENTRAL COOPERATIVE BANK LTD.; MAHENDRAGARH
(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 Mahendragarh Central Cooperative Bank Ltd., Mahendragarh having its Head Office at Near Anaj Mandi, Railway Road, Mahendragarh 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 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.

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 bouncecharges	Rs. 250/- (Plus taxes if any) per cheque.
<u>(Also applicable to DCCB , MAHENDRAGARH&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 MAHENDRAGARH CENTRAL COOP.
BANK LTD; MAHENDRAGARH**

THE MAHENDRAGARH CENTRAL COOP. BANK LTD; MAHENDRAGARH

(OVERDRAFT AGREEMENT)

(for Personal loan to pensioners)

In consideration of The Mahendragarh Central Cooperative Bank Ltd., Mahendragarh having its Head Office at Near Anaj Mandi, Railway Road, Mahendragarh 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 drawls 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;

- 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.

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 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, Mahendragarh& Harcobank staff)

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 Mahendragarh 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;

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 The Mahendragarh Central Cooperative Bank Ltd., Mahendragarh 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.
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 data 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;
- i)** 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 _____

For The Bank

The borrower

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 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:-

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/they, 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/they or making any composition with him/her/they or promising to give him/her/they time are not sue him/her/they 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/they, 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/they 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/they 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.
1. 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.
2. 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/they 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).
3. 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.

4. 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.
5. 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.

16. 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.
17. 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.
18. 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

PROMISSORY NOTE

Rs. _____

Place _____

Date _____

ON DEMAND I/We jointly and severally promise to pay THE MAHENDRAGARH CENTRAL COOP. BANK LTD; MAHENDRAGARH in their Head Office at Near Anaj Mandi, Railway Road, Mahendragarh 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 _____

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