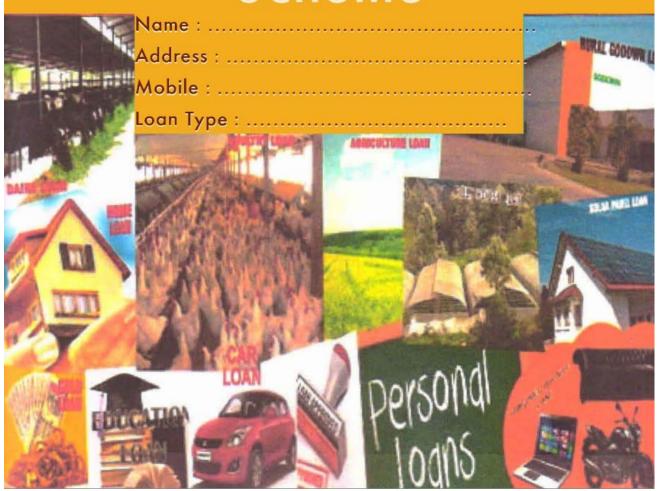
Booklet of Retail Lending Schemes

(Technical Monitoring & Evaluation Cell)



The Mahendragarh Central Co-operative Bank Ltd, Mahendragarh

Personal Car Loan Scheme



Personal Car Loan Scheme

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Personal Car Loan scheme

Annexure-A

1. PURPOSE

To purchase:

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

2. ELIGIBILITY

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

NOTE:-

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financial year exceeds to 5% in this segment subsequent sanction of loans by the branch will automatically stand withdrawn only till the NPA percentage improves to below 5%.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

2.4 MINIMUM INCOME CRITERIA FOR INDIVIDUALS

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

Subject to change from time to time.

3. EXTENT OF LOAN

- 3.1 Maximum Rs. 15.00 Lakhs or 15 times of gross monthly salary/income whichever is lower.
- 3.2 Nature of Loan Term Loan

4. MARGIN

- 4.1 For New Vehicle: 10% of Ex-show room price
- 4.2 For Old Vehicles: 10% of the value of the vehicle.
- 4.2.1 (Valuation of old vehicles to be done at current invoice price of the new vehicle less depreciation @ 15% p.a. on straight line method subject to certification of authorized service centre.

5. REPAYMENT PERIOD:

- 5.1 For New Car/Van/Jeep/MUV/SUV: The loan amount together with interest is to be repaid maximum in 84 equated monthly installments comprising of principal and interest commencing from the succeeding month.
- 5.2 For Old Car/Van/Jeep/ MUV/SUV: The loan amount together with interest is to be repaid maximum in 60 equated monthly installments.
- 5.3 Repayment to be ensured upto 65 years of age subject to regular income of the borrower.
- In case the loan is allowed to joint borrowers, it be ensured that atleast one of the joint borrower(s) is able to repay the loan alongwith interest upto the maximum prescribed age, i.e., upto 65 years.

6. PERMISSIBLE DEDUCTION:

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

7. REGULARITY OF INCOME:

- 7.1(a)For Salaried class:- Latest salary slip, Form16/ITR for the last 3 years be taken, perused and placed on record. Assessment of Loan/Repaying capacity be arrived at on the basis of latest salary slip;
 - (b)For businessmen: latest 3 years ITR Returns
- 7.2 Obtain last 6 month's salary account statement of prospective borrower. CA /CCL account statement of last 6 months in case of businessmen.
- 7.3 The regularity of income of borrowers over the entire span of loan should be ensure before sanction of loan.
- 7.4 Salary certificates must be independently verified from HR Deptts./ Admn. of the concerned office by the BM/ Acctt./JA.
- 7.5 Further, Specific CARE be exercised in respect of IT returns showing SUDDEN SPURT in the salary/ income levels. Recommending/ sanctioning authority to fully satisfy himself/ herself before considering acceptance of such income/ salary. Justification/ basis of the same be provided in the recommendation/ sanction note.
- 7.6 Illustrative charts indicating Equated Monthly Installment to cover repayment of principal and interest have been provided with the scheme.
- 7.7 For Recovery/ Repayment of EMIs Obtain PDcs equivalent to EMIs of loan. Further, Branch Managers are advised to take few additional cheques as security. However, such instruments are to be used only for purpose of taking legal action under Payment and Settlement Act.
- 8. Rate of Interest on Car Loans Fix rate option
 - 8.1 For Public :- For new Car CIBIL Score 800 and above 8% p.a.

CIBIL Score 700 and below 800 8.20% p.a. CIBIL Score 600 and below 700 8.50% p.a. CIBIL Score below 600 not accepted. CIBIL Score (0 to - 1) 8% p.a. CIBIL Score (1 to upto 5) 8% p.a.

8.2 For DCCB, MAHENDRAGARH Harcobank employees:- For new Car

CIBIL Score 800 and above 7.20% p.a.
CIBIL Score 700 and below 800 7.50% p.a.
CIBIL Score 600 and below 700 7.75% p.a.
CIBIL Score below 600 not accepted.
CIBIL Score (0 to -1) 8% p.a.
CIBIL Score (1 to upto 5) 8% p.a.

8.3 For DCCB, MAHENDRAGARH & Harcobank employees:-

For old Car 9.50% p.a.

Note:- i) Rate of interest will be changeable from time to time;

9. PENAL INTEREST

After 15 days of default 3% p.a. on default amount over and

above the normal rate of interest.

10. <u>LATE PAYMENT CHARGES</u>:-

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

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

11. PRE-PAYMENT CHARGES :- NIL

12. PROCESSING FEES :-

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

b) DCCB, MAHENDRAGARH & Harcobank Staff: NIL

Processing fee charges should be obtained before disbursement of loan

13. INSURANCE:

The vehicle will be comprehensively insured by the borrower with an assignment in favour of the bank and the policy be renewed every year for the market value or at least 10% above the loan amount

outstanding, whichever is higher. A copy of the Insurance Policy as well as every renewal will be supplied to the bank by the borrower. The borrower will be personally responsible for any lapse in this respect. In case the insurance policy is not renewed on time, the entire outstanding loan will become immediately payable/recoverable by/from the borrower.

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

15. GUARANTEE

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

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

16. DISBURSEMENT:

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

17. GENERAL:

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

- 17.2 Driving license of the borrower may not be insisted upon. An undertaking that the vehicle would be driven by a valid driving license holder to be obtained.
- 17.3 a) The loan will be disbursed within one month from the date of sanction;
 - b) KYC norms of prospective borrower / s as well as guarantor(s) must be complied;

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

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

FOR DCCB, MAHENDRAGARH & HARCOBANK EMPLOYEES

ONLY

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

18. DOCUMENTATION/ CHECK LIST:

The following documents to be obtained:

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

OR

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

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

EMI CHART

Annexure-I

THE MAHENDRAGARH CENTRAL COOPERATIVE BANK

LTD; MAHENDRAGARH

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

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

THE MAHENDRAGARH CENTRAL COOPERATIVE BANK LTD; MAHENDRAGARH

Application Form for Car Loan

Branch Office: Date of Application:								
	Part – I Applicant/Co- Applicant information							
Amount	of loan Rs.		_ (Rupees		only)			
1.	Applicant's/Co-	Last:	First:	Middle:				
	Applicant's Name				Recent Self Attested			
2.	Father's/ Husband's Name				Photograph of the applicant			
3.	i)Address							
	a)Residence Present*:							
		City/loc	ation					
		District						
		Pin Cod	e	Country				
	b)Office							
		District						
		Pin Coa	e	Country				
	c)Residence Permanent							
	c)Residence i crinanent	City/Lo	action					
		District	Zation					
		Pin Cod	e	Country				
		I iii cou	<u> </u>	Country				
	d)E-mail ID							
	e)Mobile No.							
4.	Telephone No. (with STD Code)							
	a) Residence:							
	b) Office:							
	c)Mobile No.							
5.	Income Tax Pan No.*							
	(i) Voter ID No.*	Any						
	(ii) Passport No.*	one of			·			
	(iii) Driving Licence	these						
	(iv)Aadhaar No.							
6.	Individual Type		☐ Salaried	☐ Busin	nessman			
7.	a) Age (yrs)							

	b) Date of Birth				
	(dd/mm/yyyy)*:				
	c) Gender (male/female)				
	d) Marital Status		Single	Married	
	e) Number of				
	dependents in the				
	household				
	f) Earning Member, if				
	any, in family excluding				
	applicant				
	g) Banking with us		No		
		If yes, a/c no		Branch_	
8.	Qualification/Education	☐ Matriculation ☐ Int	ermediate 🗆	☐Graduation ☐P	G □Ph.D.
9.	Whether relative of	□Yes		No	
10	Staff / Director of bank	T-0 1/ 10/	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	(D)	
10.	Residence Ownership	☐ Owned (self/spouse	e) Uwned	(Parents) Uothe	er
11.	Years at current residence*				
12.	Collateral security	□Yes		l No	
12.	provided?	1 1 es	-	INO	
13.	Type of collateral	□ Property □ N	ISC/LIC Po	olicy	Other
14.	Value of collateral (Rs.)	Rs. Rs.	ibc/Lic 1	oney	Rs.
15.	Type of borrower		Businessmaı	1	Tts.
		For salaried		For businessman	n
	Name of the employer				
	T 41 C C : /				
	Length of Service / duration of current				
	duration of current business				
	*Date of Retirement				
	*Designation				
	Designation				
	Annual Income (Rs.)	Gross		Net	
	d) Annual deductions				
	(statutory savings, IT etc				
	in Rs.)*				
16.	Other loans taken	☐ Yes	☐ No		
	(including previous				
	loans from Harcobank	Present o/s Rs			
1					

^{*} Delete if not applicable

17.	Spouse Information			
	a) Name of the spouse:		office Tel N	Vo. :
	b)occupation/ Profession:			
	c) Annual Income*: Gross	<u> </u>	Net:	
	d) Is she/he furnishing		Yes □ No	
	guarantee?			
	e) Income Tax PAN no.			
	(if any)			
18.	Details of Car Loan requested from			
	a) Vehicle to be purchased		Make:	
	b) Total Cost of the Vehicle:	Rs		-
	c)Margin/Applicant's Contribution	Rs		
	d) Loan amount			
	e) Name & Address of the deale			
	to whom the payment is to be	2		
10	made			
19.	Repayment Period (yrs)			
20.	Monthly installment a) Amount (R	.S.)		
0.1	b) Mode		-	☐ Standing instructions
21.	Guarantor: Whether available?	• 1	□Yes	□No
22.	Name of the applicant borrower	in whose		
	name vehicle to	in assa of		
	be got registered (Applicable only joint borrowers)	III case of		
	I/We request for sanction of loan	of Rs	for nurchase	of
	(name of vehicle) on the basis of in			. 01
	It is declared that:	irorination ;	51,011 400,01	
	The information given in the loan	n applicatio	n is true and nothing ha	as been concealed. The
	undersigned undertakes to inform	the Bank an	y change in my residenc	e / office address and to
	provide any further information	that the E	Bank may require. The	undersigned has been
	informed of the charges / fee to			
	documentation charges, etc. as ap			
	agree to be bound by these term		•	
	conditions which may at any time	hereafter b	e made while the loan ol	btained by me/us is still
	outstanding.			1 1 0
	I/We have read and have been adv	ised the terr		C
	financing			chicle) and I/We hereby
	agree to be bound by these rules o	-		=
	at any time hereafter be made while	e me man o	obtained by me/us is still	outstanding.

In case the loan is sanctioned I/We author	rize The Mahendragarh Central Cooperative
Bank Ltd. Mahendragarh;, BO:	to remit the total cost
of vehicle to M/s	I/We have
deposited/agreed to deposit with the bank the differ	ence between the total cost of vehicle and the
amount of loan sanctioned and also agree to comply agree to pay processing charges as applicable and ch	<u> -</u>
	Yours faithfully,
	Signature and name(s) of applicant(s)
N. All 1 C.1 C 1 111 1 C	

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

THE MAHENDRAGARH CENTRAL COOPERATIVE BANK LTD; MAHENDRAGARH

1. Name 2. Father's/ Husband's Name 3. i)Address a)Residence Present*: City/Location		<u>I</u>	PART-II Guarantor's In	<u>formation</u>	
Name	1.	Name			
Name	2.	Father's/ Husband's		Recen	t Photograph
a)Residence Present*:					
b)Office	3.	i)Address			
City/Location District Pin Code Country City/Location City/Location District Pin Code Country City/Location City/Location City/Location City/Location District Pin Code Country City/Location City/Locatio		a)Residence Present*:			
b)Office City/Location		,			
b)Office City/Location			City/Location		
b)Office City/Location			District		
City/Location			Pin Code Co	untry	
City/Location		h)Office			
District		b)Office	City/Location		
City/Location					
c)Permanent address City/Location			Pin Code	Country	
City/Location District Pin Code Country			Till Code	Country	
City/Location District Pin Code Country		c)Permanent address			
District		0/2 00000000000000000000000000000000000	City/Location		
d)E-mail ID e)Mobile No. 4. Telephone No. (with STD Code) a) Residence: b) Office: 5. Age (years) 6. Date of birth 7. Gender (Male/Female) 8. Qualification 9. Is he/she is an Incometax payer? 10. Income Tax PAN no.* 11. Voter ID No*. 12. Passport No.* 13. Driving Licence No.* 14. Type of guarantor 15. (a)If Self Employed / Professional Years in Business Total Income in Last 2 yrs Pin Code					
e)Mobile No. 4. Telephone No. (with STD Code) a) Residence: b) Office: 5. Age (years) 6. Date of birth 7. Gender (Male/Female) 8. Qualification 9. Is he/she is an Incometax payer? 10. Income Tax PAN no.* 11. Voter ID No*. 12. Passport No.* 14. Type of guarantor 15. (a)If Self Employed Professional 15. (a)If Self Employed Salaried Professional Others His/her firm is Proprietorship Partnership Pvt. Ltd. Co. Others Years in Business Total Income in Last 2 yrs Proprietorship Year before last			Pin Code	Country	
e)Mobile No. 4. Telephone No. (with STD Code) a) Residence: b) Office: 5. Age (years) 6. Date of birth 7. Gender (Male/Female) 8. Qualification 9. Is he/she is an Incometax payer? 10. Income Tax PAN no.* 11. Voter ID No*. 12. Passport No.* 14. Type of guarantor 15. (a)If Self Employed Professional 15. (a)If Self Employed Salaried Professional Others His/her firm is Proprietorship Partnership Pvt. Ltd. Co. Others Years in Business Total Income in Last 2 yrs Proprietorship Year before last		1/17 11 115			
4. Telephone No. (with STD Code) a) Residence: b) Office: 5. Age (years) 6. Date of birth 7. Gender (Male/Female) 8. Qualification 9. Is he/she is an Incometax payer? 10. Income Tax PAN no.* 11. Voter ID No*. 12. Passport No.* 13. Driving Licence No.* 14. Type of guarantor 15. (a) If Self Employed / Professional 16. Employed / Professional 17. Proprietorship Partnership Pvt. Ltd. 18. Co. Others Years in Business Total Income in Last 2 yrs Total Income in Last 2 yrs		,			
a) Residence: b) Office:		,	<u> </u>		
b) Office: 5. Age (years) 6. Date of birth 7. Gender (Male/Female) 8. Qualification 9. Is he/she is an Incometax payer? 10. Income Tax PAN no.* 11. Voter ID No*. 12. Passport No.* 14. Type of guarantor 15. (a)If Self Employed Salaried Professional Co. Others His/her firm is Proprietorship Partnership Pvt. Ltd. Co. Others Years in Business Total Income in Last 2 yrs Year before last	4.		Code)		
5. Age (years) 6. Date of birth 7. Gender (Male/Female) 8. Qualification 9. Is he/she is an Incometax payer? 10. Income Tax PAN no.* 11. Voter ID No*. 12. Passport No.* 14. Type of guarantor 15. (a)If Self Employed / Professional 16. Galf Self Employed / Professional 17. Vear in Business 18. Total Income in Last 2 yrs		1 /			
6. Date of birth 7. Gender (Male/Female) 8. Qualification 9. Is he/she is an Incometax payer? 10. Income Tax PAN no.* 11. Voter ID No*. 12. Passport No.* 14. Type of guarantor 15. (a)If Self Employed / Professional 16. Date of birth 17. Gender (Male/Female) Any one of 10,11 or 12 18. Driving Licence No.* 19. Self Employed Salaried Professional Others 110. Others 111. Voter ID No*. 112. Passport No.* 113. Driving Licence No.* 114. Type of guarantor 115. (a)If Self Employed Salaried Professional Others 116. Co. Others 117. Voter ID No*. 118. Voter ID No*. 119. Voter ID No*. 110. Income ID Salaried Professional Others 119. Voter ID No*. 110. Income ID Salaried Professional Others 110. Income ID Salaried Professional Professional Others 115. (a)If Self ID Salaried Professional		,			
7. Gender (Male/Female) 8. Qualification 9. Is he/she is an Incometax payer? 10. Income Tax PAN no.* 11. Voter ID No*. 12. Passport No.* 13. Driving Licence No.* 14. Type of guarantor 15. (a)If Self Employed / Professional Partnership Pvt. Ltd. 15. (a)If Self Employed / Professional Vears in Business Total Income in Last 2 yrs 16. Variety of Salaried Professional Partnership Pvt. Ltd. 17. Co. Others Year before last					
8. Qualification 9. Is he/she is an Incometax payer? 10. Income Tax PAN no.* 11. Voter ID No*. 12. Passport No.* 13. Driving Licence No.* 14. Type of guarantor 15. (a)If Self Employed / Professional Employed / Professional Proprietorship Partnership Pvt. Ltd. 15. (a)If Self Employed / Professional Co. Others Years in Business Total Income in Last 2 yrs Year before last					
9. Is he/she is an Incometax payer? 10. Income Tax PAN no.* 11. Voter ID No*. 12. Passport No.* 13. Driving Licence No.* 14. Type of guarantor 15. (a) If Self Employed / Professional 16. Employed / Professional 17. Proprietorship Partnership Pvt. Ltd. 18. Co. Others 19. Voter ID No*. 10. 11. Or 12.		`			
tax payer? 10. Income Tax PAN no.* Any one of 11. Voter ID No*. 12. Passport No.* 13. Driving Licence No.* 14. Type of guarantor 15. (a)If Self Employed / Professional Employed / Professional Co. Others His/her firm is Proprietorship Partnership Pvt. Ltd. Co. Others Years in Business Total Income in Last 2 yrs Year before last		_			
10. Income Tax PAN no.* 11. Voter ID No*. 12. Passport No.* 13. Driving Licence No.* 14. Type of guarantor 15. (a)If Self Employed / Professional 16. His/her firm is 17. Proprietorship Partnership Pvt. Ltd. 18. Co. Others 19. Voter ID No*. 10,11 10,12 11. Voter ID No*. 10,11 10,12 10,13 10,14 11. Voter ID No*. 10,11 10,12 10,13 10,14 10,15 10,11 10,11 11. Voter ID No*. 10,11 10,1	9.				
11. Voter ID No*. 12. Passport No.* 13. Driving Licence No.* 14. Type of guarantor 15. (a)If Self Employed Salaried Professional Pr	10	Income Tay DAN no *	Any		
12. Passport No.* 13. Driving Licence No.* 14. Type of guarantor 15. (a)If Self Employed Salaried Professional Co. Others Years in Business Total Income in Last 2 yrs Year before last					
or 12 13. Driving Licence No.* 14. Type of guarantor 15. (a)If Self Employed / Professional Employed / Professional His/her firm is Proprietorship Partnership Pvt. Ltd. Co. Others Years in Business Total Income in Last 2 yrs Year before last					
13. Driving Licence No.* 14. Type of guarantor 15. (a)If Self Employed Salaried Professional Others His/her firm is Proprietorship Partnership Pvt. Ltd. Co. Others Years in Business Total Income in Last 2 yrs Year before last	12.	Fassport No.			
14. Type of guarantor 15. (a)If Self Employed / Professional His/her firm is Co. Others Years in Business Total Income in Last 2 yrs Year before last	13.	Driving Licence No.*	01 12		
15. (a) If Self Employed / Professional His/her firm is Co. □ Others Years in Business Total Income in Last 2 yrs Year before last			☐ Self Employed ☐ S	alaried Professional	☐ Others
Employed / Professional Years in Business Total Income in Last 2 yrs Co. • Others Year before last		**	<u> </u>	1	
Years in Business Total Income in Last 2 yrs Year before last	13.	` /			armersinp =1 vt. Ltd.
Total Income in Last 2 yrs Last year Year before last			Voore in Dusiness	Co Onlers	
2 yrs				Last voor	Voor hofore last
				Last year	1 ear before fast
(b) If Salaried He/she works for			Z yrs		
(b) If Salaried He/she works for					
(b) If Salaried He/she works for					
		(b) If Salaried	He/she works for		

		Designation					
		Name & Address of the Employer					
		Yes No, If yes, 16 Digi					
	MAHENDRAGARH &	Salary Account with Bank,	, Branch and Account No				
	Harcobank						
	Total Annual Income	Last Year:	Year before last:				
	(Rs.)						
	a) Salaried						
	b) Businessman						
17. Ha	ving fully apprised mysel	f of the particulars submitted (mention) considered by the Ba	in loan application dated				
			Son/				
wife/Da	ughter of Shri						
above n	nentioned applicant (s) very	tee for repayment of the loan. I here by well for the last no. to the best of my knowledge & believe	of years. The information				
Date:							
Di		(Signature and nat	me of Guarantor)				
Place:							

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THE MAHENDRAGARH CENTRAL COOPERATIVE BANK LTD; MAHENDRAGARH

FOR OFFICE USE ONLY:		ВО				
Credit Information Report :			Score			
Borrower Guarantor :						
Any Adverse report, if so						
detail thereof:	·					
Whether KYC norms in respect of all	:					
Applicants/co a applicants/guarantors						
Have been complied with:						
Comments/recommendations of Appraisin (Mention the date of visit at Borrower(s) re						
Recommended for sanction of a Car/Veh	icle Loa	n of Rs.		favouring Sh./ S	Smt./	
Km			for	purchase	of	
(Name	e	of 1	the	Vehicle)	rom	
	(Nam	e of the Supp	lier) subject	to terms & condit	ions	
mentioned above. The loan Sh./Smt./Km				/		
collaterally secured by				$\underline{}$. The loan s	shall	
be repayable inEquated Monthly In						
w.e.f The applicable	rate of	interest @	the average of	, processing	tee	
Rs which acknowledgement may be obtained and ke	nt on re	cord	unougn a	Sanction Letter	anu	
acknowledgement may be obtained and ke	pt on re	coru.				
		(Signature a	and name of	Appraising Office	er)	
		Jr. Acctt.		Acctt.		
Orders of the Sanctioning Authority						
Branch Manager						
	(Si	gnature and n		tioning authority)		
			F	Branch Manager		
Place:						
Date:						

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Annexure-III

THE MAHENDRAGARH CENTRAL COOPERATIVE BANK LTD; MAHENDRAGARH

Date: _____

Authorized Signatory

BO: _____

То,	_					
Respected Sir/ Madam, YOUR APP	– <u>LICATION</u>	FOR PERSONA	L CAR L	OAN – SANCTION LI	<u>ETTER</u>	
favour for				Loan of Rspurchase as & conditions:-	in your e of new Car	
		SANCTION T	ERMS			
Sanctioned Amount						
Rate of Interest						
Type of Interest				Rate of Interest will bank Reset Clause.	pe revised after	
Margin		10%				
Repayment Tenor						
Number of EMIs						
Repayment to be commence	d from					
Amount of EMI						
Processing fee		Rs.		Documentation fee		
Credit Information Report C	harges					
Security	<u> </u>	Guarantor(s)				
·		Primary				
		Collateral				
Prepayment Penalty		NIL				
Penal Interest, if any	After 15 da	ays of default	•	on default amount over ate of interest	and above the	
Late Payment Charges	Rs. 250/- (Plus taxes if any	After 15	days of default		
Cheque Bounce Charges	Rs.250/- (F	Plus taxes if any)	Per cheq	ue.		
*Vehicle purchased to be hypo 2500/- p.m. will be charged as p	penalty plus ta	axes if any.	of RC be si	ubmitted within three mor	ths after that Rs.	
2. The above sanction is, how i) Execution of Loan docume ii) The above sanction shall iii) That any third party lia borrower, will be his/her response.	ents as per B be valid for a bility comin	anks format & g a period of one n	nonth from	n the date of issue of the		
				or The Mahendragarh ank Ltd; Mahendragarh	•	

Annexure-IV

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

THE MAHENDRAGARH CENTRAL COOPERATIVE BANK LTD; MAHENDRAGARH

<u>LETTER OF HYPOTHECATION</u> (FOR CAR LOAN)

	Place
	Date
The Branch Manager,	
The Mahendragarh Central Coop. Bank Ltd; Mahendragarh	
B.O	
Respected Sir,	
In consideration of the Bank allowing/ agreeing to allow an advance by	ov way of term loan of
Rs. (•
"Loan") for purchase of	(mention the
"Loan") for purchase of	registration etc.),
I/We	(name/s)
son/ daughter/ wife of Shri	resident
of	,
hereinafter referred to as the "Borrower" which shall, unless the continclude his successors and assigns), hypothecate to the Bank the vehic	
Vehicle") as security for the payment of the Loan along with interest, cost	and other charges. (The
term Borrower, in case there is more than one borrower, shall include each	ch one of them in which
case their liability shall be JOINT	
& SEVERAL). The Borrower hereby agrees as under:-	
 The Bank is authorized to disburse the Loan direct to the vendor been verified by the Borrower, together with the contribution/m already been deposited with the Bank and the Bank will not be wrongdoing or deficiency in service and/or in the vehicle on the pa The Hypothecated Vehicle shall be used for personal use and will lease or on hire or otherwise parted with the possession or encumb repayment of the Loan. 	argin money which has liable for any misdeed, rt of the vendor. I not be sold, given on
3. (i) The Borrower agrees that the amount of the Loan together with	interest will be paid by
him regularly in number of Equated Monthly Install	ments (the "EMI") of
and the first EMI shall become due for page 1	
·	ayment commencing
4. *(i) The Borrower irrevocably authorizes the Bank to recover the a	mount of EMI and other
charges from his SF/CA /OD accounts no maintain	
until the Loan is fully repaid and adjusted. The Born	ower further undertakes
to keep sufficient balance in his said account for recovery of the EMI by the	ne Bank.
*(ii) The Borrower agrees to authorize his employer to remit his	salary to the Bank's
BO for crediting to his above account.	
*(iii) The Borrower hereby deposits post-dated cheques to facilitate the d	ue payment of the EMIs
of the Loan as per the Schedule hereunder.	

Electronic Clearing Service	e (ECS) of Nation	al Clearing Cell of RBI ar	nd authorizes the Bank to
raise the debits against the	e EMIs from his	SF/CA/OD account No	maintained at
BO:	of	Bank (Give name	and address of the Bank)
through ECS for repayme	nt of the Loan ar	nd understands that in th	e event of the Bank not
realizing payment from			
ECS for any reason whatso	bever, the Borrowe	er shall pay the EMI to the	e Bank by cash or cheque
along with the interest for the	he delayed period.		
The Borrower has given the	•	1 7	-
participation in ECS and al	•		•
to time. To facilitate collection			•
Borrower has provided the	Bank with	_number of undated cheq	ues for the amount of the
EMIs. The Borrower author	orizes the Bank to	fill up the dates as and w	hen required, but without
being bound to collect the	cheques to meet de	faults in payment of the El	MIs

*(iv) The Borrower is willing to make the payment of EMIs of the Loan, through participation in

*Delete, if not applicable.

- 5. The Borrower agrees that in case the Loan is pre-paid by availing loan from other bank/FI, he will bear and pay the prepayment charges at ____% of the outstanding amount of the Loan pre-paid.
- 6. Notwithstanding the above, in case the Borrower fails to pay any three EMIs (not necessarily consecutive) or in the case of contravention of any of the terms and conditions herein or in case the Hypothecated Vehicle is lost or destroyed or otherwise becomes unavailable or untraceable as a result of theft or otherwise for any reason whatsoever, it shall be lawful for the Bank to recall by a demand in writing the entire outstanding amount in the Loan account and the Borrower shall pay the same

notwithstanding the period of EMIs fixed as aforesaid.

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

The reset clause is as under :-

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

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

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

- 7.1 The interest shall be calculated on daily balance basis due to the Bank and shall be charged monthly so long as the amount due is not repaid in its entirety and shall form part of the principal and carry interest at the Applicable Interest Rate.
- 8. Notwithstanding the above, if the Bank, on the request of the Borrower, in its discretion decides to make available to the Borrower the option of application of lower rate of interest, as applicable to fresh Loans under the Scheme, it is open to the Bank tocharge and levy a Switchover Fee at the rate prescribed by the Bank.
- 9. The Borrower agrees to pay penal interest at 3% p.a. with agreed rests in case of default in:
- a) Payment of interest and/or any installment on the due dates, a.i

After 15 days of default

3% p.a. on default amount over and

above the normal rate of interest.

a.ii LATE PAYMENT CHARGES:-

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

default

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

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

- b) Furnishing information as prescribed/called for by the Bank; or
- c) Non-compliance of any other terms & conditions
- d) Besides this, the Bank shall have the option to recall the entire outstanding and the Borrower undertakes to pay the amount outstanding upon demand by the Bank.
- 10. The Borrower also agrees that in case the amount outstanding in the Loan account is not paid by him after demand in writing by the Bank, it shall be lawful for the Bank and its officers to call on him and take possession of the Hypothecated Vehicle.

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

11. The Borrower undertakes to keep the Hypothecated Vehicle insured for its full value by taking comprehensive policy in the joint names of the Bank and the Borrower with agreed Bank clause with any Insurance Company approved by the Bank. The Borrower shall produce the relevant policy or policies of insurance along with receipt of premium paid to the insurance company from time to time for its inspection regularly. In case the Borrower fails to keep the

Hypothecated Vehicle insured and to produce such policy or policies and receipts to the Bank, the Bank shall be at liberty, but not bound, to effect such insurance and pay such premium at the Borrower's expense by debiting to the Loan account and the amount of premium shall form part of the Borrower's indebtedness to the Bank under the Loan and be secured fully by the hypothecation hereby created.

- 12. The Borrower further declares and agrees: -
- a) that upon any money becoming payable under the policy, the Bank shall be entitled to receive the same.
- b) that the receipt of the Bank shall be a complete and good discharge of the insurance company;
- c) that any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the company and the insured or any of them arising under or in connection with the insurance policy if made by the Bank shall be valid and binding on all parties, but not so as to impair the right of the Bank to recover the full amount of any claim it may have on other parties and
- d) that any sum received under such insurance shall be applied in or towards liquidation of the amount due to the Bank on account of the Loan, interest and other charges as aforesaid and in the event of there being a surplus the same shall be refunded to the Borrower, if no other amount is due from him.
- 13. The Hypothecated Vehicle will be got registered with the appropriate transport authority in the joint names of the Bank and the Borrower.
- 14. The Borrower agrees and hereby gives to the Bank during the currency and for the payment of the Loan, a general lien and right to set off; and combine accounts without notice; and charge on all movable property of every description coming into the Bank's possession on account of the Borrower for the time being held by the Bank on behalf of the Borrower whether singly or jointly with others in India or elsewhere including, without prejudice to the generality, any monies, bullion, deposits, deposit receipts, promissory notes, bill of exchange, cheques, railway receipts, Govt. bills and other documents/securities of every description.
- 15. That any demand herein may be made on the Borrower by an officer of the Bank or any notice in writing under the hands of any such officer either served personally on the Borrower or left at or sent by post to him at his address registered/available with the Bank.
- 16. The Borrower hereby consents that in case he commits default in repayment of the Loan, the Bank/RBI can disclose his name in such manner and through such medium, as they deem fit. The Borrower further consents for disclosure of his name by the Bank to any credit information company, as deemed fit.

SCHEDULE DATE OF CHEQUES* AMOUNT

1.

2.

3.

4. 5. Yours faithfully,
Signature
Name
* Note: Advance cheques may be obtained under the Scheme. The number, amount and

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

To	
REG:	LOAN OF
<u>(`</u>) A/C No.
	ME BY THE MAHENDRAGARH CENTRAL COOP. BANK LTD
MAHENDRAGARH :	B.O
Respected Sir,	
The above loan has	been sanctioned to me by The Mahendragarh Central Coop. Bank Ltd
Mahendragarh *I her	reby authorise you to remit my salary every month to The Mahendragarh
	td; Mahendragarh BO: for crediting my accoun
*I hereby authorise yo	u to pay a sum of `(`
only)	every month from my salary to The Mahendragarh Central Coop. Bank Ltd
	for credit to my aforesaid loan account No
with them	•
•	to remit the amount payable to me by way terminal benefits and gratuity
	ement, resignation or discontinuing in the service for any reason, to The
	l Coop. Bank Ltd; Mahendragarh, BO: for
crediting to my aforesa	aid loan account No with them.
This authority is irrev	ocable until the loan amount mentioned above with interest is paid in ful
and written consent of	•
	Yours faithfully,
PLACE:	<u> </u>
ADDRESS:	
	SIGNATURE
DATED:	
* DELETE WHICHE	VER IS NOT APPLICABLE
We have received the	e above letter of authority of Sh and noted for
compliance.	
	(EMPLOYED)
G . 4 G 4 G	(EMPLOYER)
-	the officer authorized to disburse salary and allowance
PLACE:	
DATED:	

$\frac{\text{THE MAHENDRAGARH CENTRAL COOPERATIVE BANK LTD;}}{\text{MAHENDRAGARH}}$

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	
so permits mean and include his/her/their (heirs, successors, ac	dministrators,
executors and assigns) of the first part and The Mahendragarh (Central Coop.
Bank Ltd; Mahendragarh, B/o, having its head off	ice being its
Near Anaj Mandi, Railway Road, Mahendragarh (Haryana)	(hereinafter
called the Bank which term shall wherever the context so perm	nits mean and
include its successors and assigns) of the second part.	
Whereas at the request of Guarantor(s) the Bank has agree	
continue enhance an accommodation by way of	
to Ch /Crest /Maggara	
to Sh./Smt,/Messrs	
(hereafter called the Borrower(s)* on the terms & condition	
Guarantor(s) has/have agreed to guarantee due payment of the a	
the Bank in respect of the said limits of Rs.	
the Bunk in respect of the said inints of Rs.	
NOW THIS INDENTURE WITNESSETH AS UNDER:	
That in consideration of the Bank allowing/continuing/enha	_
request of the Guarantor(s) an accommodation by	
to the Borrower(s) at its	
Branch on terms and conditions contained in	
the Guarantor(s) hereby agree(s) with the Bar	ik as under:-
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 Ba	nk from the
Borrower(s), on the accounts opened in respect of the said lim	nits (hereafter
called the said accounts') down to the date of payment and al	so all loss or
damages, costs, charges the expenses and in the case of le	gal costs, as

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2.

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.
- The Guarantor(s) hereby consent(s) to the bank making any variance without 4. 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 guarantor(s) or by the Bank's omission to do any

act which, but for this present provision, the Bank's duty to the Guarantor(s) would have required the Bank to do. Though as between the borrower(s) and the guarantor(s) he/ is she /they are guarantor(s) only, the guarantor(s) agree(s) that as between the Bank and guarantor(s) he/she/they are debtor(s) jointly with the borrower(s) and accordingly he/she/they shall not as such be entitled to claim the benefit of legal consequences of any variation in the terms of the contract and to any of the rights conferred on a Guarantor by Sections 133,134,135, 139 and 141 of the Indian Contract Act. The

Guarantor(s) further agree(s) that the acceptance by the Bank of any irregular payments or any amount short of the amount of agreed installment/s, whether made before or on due dates or thereafter by the Borrower(s), shall not discharge the Guarantor(s) from his/her/their liability and such acceptance will not amount to or create any new or fresh contract. The Guarantor(s) further agree(s) that the Bank shall be under no obligation to notify him/her/them, any default committed by Borrower(s) at any time or from time to time.

- 5. The Guarantor(s) hereby consent(s) to the Bank renewing from time to time the said ______ limits of Rs._____ allowed to the Borrower(s) obtaining fresh documents from him/her/them closing the existing accounts, opening new accounts, or transferring the same or part thereof to any branch of the Bank. Notwithstanding this, the Guarantor(s) agree(s) and declare(s) that he/she/they shall remain liable to the bank for any indebtedness of the Borrower(s) under the renewed limit and terms and conditions of this deed shall apply and govern their liability under the renewed limit.
- 6. The Guarantor(s) further declare (s) that all dividends, compositions or payment received by the bank from Guarantor(s) or any other persons liable to him/her/them or his/her/ their representative shall be taken and applied as payment in gross and the Guarantor(s) and his/her/their representatives shall have no right to claim the benefit of any such dividends, compositions or payment until full amount of all claims of the Bank against the Borrower(s) and his/her/their representatives which are covered by this guarantees shall have been paid.
- 7. No advance, overdraft or other credit facilities that the Bank may give to the Borrower(s) beyond the limit mentioned in para No.1 above or obtaining of any other guarantee or security from the Borrower(s) shall determine, prejudice or lessen the liability of the Guarantor(s) hereunder.
- 8. The Guarantor(s) further agree(s) that any accounts settled between the Bank and the Borrower(s) or the balance admitted or confirmed by him/her/them or his/her/their authorized agents as due on the said accounts to the Bank will be conclusive and shall not be disputed or questioned by the Guarantor(s).
- 9. The Guarantor(s) authorize(s) and appoint(s) each of the borrowers or any person duly authorized by them as agent to confirm the balance due and acknowledge liability on his/her/their behalf as Guarantor(s) from time to time. The Guarantor(s) further agree(s) that any acknowledgement of liability made by Borrower(s) or any person duly authorized by him/her/them

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

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

20. The Guarantor(s) understand(s) that as a pre-condition, relating to grant of the loans/ advances/credit facilities to the borrower/s, the creditor bank requires Guarantor(s) consent/s for the disclosure by the Bank of information and data relating to Guarantor(s) of the credit facility availed of/to be availed, by the Borrower/s, obligations assumed/to be assumed, by the Guarantor(s), in relation thereto and default, if any, committed by the Guarantor(s), in discharge thereof.

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

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

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

Guarantor(s) undertake(s) that:-

- (a) The Credit Information Bureau (India) Ltd; and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
- (b) The Credit Information Bureau (India) Ltd; and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Bank/financial Institutions and other credit grantors or registered user, as may be specified by the Reserve Bank in this behalf.
- 21. That the Guarantor(s) agree(s) not to induct a person, who has been identified as 'willful defaulter' as per definition given as per RBI directions/guidelines, as a director on its Board. If any defaulter, who is a "willful defaulter" as per definition referred to above, is on the Board of Guarantor(s) the Guarantor(s) undertake/s to get him/her removed from its Board. The guarantor(s) agrees(s) to make necessary amendments, if need be, in its regulations to make above requirement as a ground for removal of directors and furnish a copy of regulation as amended, to the bank (applicable in case of Company only)

In witness whereof the Gu hereunto on		have	set their	hands
		Gua	arantor(s)	1
1.	2			
Signature				
Name	Name			
Occupation				
Address	Address			
WITNESS:				
1				
2				

For and on behalf of the Bank

ADDITIONAL DOCUMENTS

Rate of Interest option regarding retail lending loan schemes

Please refer to our earlier letter No.1099-1102 dated 09.08.2018 in which it has been advised that BoDs of the Bank in its meeting held on 27.06.2018 vide resolution No. 12 has decided to allow only "Fixed" rate of interest in all retail lending schemes with a re-set clause as under:-

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

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

The following documents are enclosed for implementation

- i) Revival letter (for all schemes)
- ii) Balance Confirmation letters from Borrower & Guarantor (for all schemes)
- iii) Investigation Report (applicable where equitable mortgage required)

Incumbents are advised to note the aforesaid instructions for strict compliance.

Sd/-NFF Incharge