

THE YAMUNA NAGAR CENTRAL COOP. BANK LTD; YAMUNA NAGAR

OVERDRAFT AGREEMENT

(for Personal loan)

In consideration of The Yamuna Nagar Central Coop. Bank, B/o _____, having its head office being its Head Office, Sarojini Colony, Phase-II, Bye-Pass Road, Yamuna Nagar and amongst others a branch office at _____ (hereinafter called 'the Bank' which term shall, unless repugnant to the context, include its successors and assigns) allowing or agreeing to allow Sh. /Smt. _____ (hereinafter referred to as the borrower which expression, unless repugnant to the context shall include his/her heirs, executors, administrators, assignees, legal representatives and successors in interest) an advance by way of overdraft up to 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;

The reset clause is as under:-

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

years of block of two years. Only Bank has full discretion to fix/prescribe/revise/re-set the rate of interest.

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

B) that the borrower shall pay and bear interest tax, if any, at the rate as in force from time to time. The Bank shall have the discretion to decide the manner of computation and charging of the same in the account;

C) That in case of default in the payment of interest on the due date

And/or

In case the entire loan is recalled by the bank s herein provided

And/or

In case the account becomes irregular

a) On account of excess borrowing due to over drawl of limit;

b) For any other reason whatsoever

The borrower shall pay increased interest at the rate of 3% p.a with agreed rests over and above the agreed rate of interest as under:-

PENAL INTEREST

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

LATE PAYMENT CHARGES :-

Late payment charges Rs. 250/- (Plus taxes if any) after 15 days of default.

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

(Also applicable to YCCB bank staff)

PROCESSING FEES

Processing fee – PUBLIC :-0.50% of the loan amount (minimum Rs. 500/- and maximum Rs. 5000/-plus taxes)

Processing fee – YAMUNA NAGAR CENTRAL COOPERATIVE

BANK STAFF :- NIL

Note: Obtain processing fee before disbursement of loan.

5. That charging of additional / increased interest shall be without prejudice to the Bank’s rights to enforce securities or pursue other remedies open to the bank;

- That the borrower shall pay incidental charges/other charges, as fixed by the bank from time to time, during the currency of the account;
6. That the borrower shall keep the balance in the account within the reduced limit and repay the amount availed under OVERDRAFT inclusive of interest within _____ months;
 7. That the Bank shall be entitled to recall the amount outstanding;
 - a) If balance in the account is not kept within the reduced limit;
 - b) For contravention of any of the terms of agreement;
 - c) For any other reason whatsoever.
 8. That after demand being made by the Bank, the borrower shall pay to the Bank the balance then outstanding and owing to the Bank on the said account inclusive of interest at the rate mentioned above to the date of payment, together with all the charges and expenses charged or incurred by the Bank as ascertained from the books of the Bank and the borrower agrees to accept the same as sufficient proof of the correctness thereof without production of any voucher or paper;
 9. That the borrower shall not raise any other loan from any other Branch of the bank or any other Bank / F.I/NBFC under the same or similar scheme till full repayment of personal loan, without seeking prior consent of the bank;
 10. That the amount due to the Bank on this account shall be payable by the borrower at _____ branch of the bank where the account is maintained or any the CBS branches (applicable in case the loan facility has been availed from a CBS Branch) or at the Head Office of the Bank at Yamuna Nagar and the Bank shall be entitled to bring a suit against the borrower either at the place where the branch is situated or at Yamuna Nagar 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 Yamuna Nagar Central Coop. Bank Ltd; Branch Office _____ to debit a sum of Rs. _____ (Rupees _____ only) every month to his/her SF/CA/OD account No. _____ with the Bank and credit it to his/ her aforesaid loan account until the loan is fully adjusted. The authority given by the borrower to the Bank is irrevocable unless and until the loan is repaid in full by him/ her

(delete if not applicable)

15. That the borrower further agrees and hereby gives to the Bank during the currency and for the repayment of its dues a general lien and right of set off and combine accounts without notice and charge on all moveable property of every description coming into possession and control of the bank on account of the borrower, or for the time being held by the bank on behalf of the borrower, whether alone or jointly with others in India or elsewhere including without prejudice to this generally, any moneys, Bank drafts, deposit receipts for moneys, promissory notes, bills of exchange, hundies, stocks and shares, goods and merchandise, bills of lading, railway receipts, lorry receipts, government bills with inspection notes and other bills in course of collection, articles in safe custody and other documents of title to goods and any other negotiable or transferable instruments or securities, instruments and documents of title of immovable property and mercantile documents of every description including hire purchase agreements or contracts or other than those affecting immovable property and requiring registration under the Acts or laws relating to registration and other documents evidencing the title of the borrower as creditors or members of any corporation, association, Registered Society, Company or Syndicate in India or elsewhere;
- 16.i) That the borrower hereby agrees as a pre-condition of the loan/ advance given to him/ her by the Bank that in case he/she commits default in the repayment of loan/advance or in the repayment of interest thereon on due date (s), the Bank and / or the Reserve bank of India will have unqualified right to disclose his/her name as defaulter in such manner and through such medium as the bank or Reserve Bank of India in their absolute discretion may think fit.
- 16 ii) That the borrower understands that as a pre-condition relating to grant of the loan/ advances/ other non fund based credit facilities to the borrower, the Bank requires the borrower's consent for the disclosure by the bank of Information and data relating to the borrower, the credit facilities availed of / to be availed by the borrower, obligations assumed/ to be assumed by the borrower in relation thereto and default, if any, committed by the borrower in discharge thereof.

Accordingly, the borrower hereby agrees and gives consent for the disclosure by the Bank of all or any such:

- a) Information and data relating to borrower;
- b) Information and date relating to any credit facility availed of / to be availed of by the borrower and ;
- c) Default, if any, committed by the borrower, in discharge of the borrower's such obligation, as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India)

Ltd; and any other agency authorized in this behalf by the Reserve Bank of India;

iii) that the borrower undertakes that :-

- a) The credit Information Bureau (India) Ltd; and any other agency so authorized may use/process the said information and data disclosed by the bank in the manner as deemed fit by them and that;
- b) The credit information bureau (India) Ltd; and other agency so authorized may furnish the said information for banks/ Financial Institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

The borrower declares that the information and data furnished by him/ her to the Bank is true and correct.

In witness whereof, the parties hereunto set their hands at _____ this _____ day of _____ two thousand _____

The borrower

For The Yamuna Nagar Central Coop. Bank Ltd;

THE YAMUNA NAGAR CENTRAL COOPERATIVE BANK LTD; YAMUNA NAGAR

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 Yamuna Nagar Central Coop. Bank, B/o _____, having its head office being its Head Office, Sarojini Colony, Phase-II, Bye-Pass Road, Yamuna Nagar (hereinafter called the Bank which term shall wherever the context so permits mean and include its successors and assigns) of the second part.

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

NOW THIS INDENTURE WITNESSETH AS UNDER:

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

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

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

3. The Guarantee(s) hereby declare(s) that this guarantee shall be a continuing guarantee and remain operative in respect of each of the said limits severally and may be enforced as such in the discretion of the Bank, as if each of the facilities/limits had been separately guaranteed by him/her/ them. This guarantee shall not be considered as cancelled or in any way affected by the fact that at any time or from time any of the said accounts may show on liability against the Borrower(s) or may even show credit in his/her/their favour but shall continue and remain in operation in respect of all subsequent transactions till the accounts are closed.

4. The Guarantor(s) hereby consent(s) to the bank making any variance without reference or notice to him/her/them, that it may think fit in the terms of contract, including any change in rate of interest charged to the account, with the Borrower(s). The Guarantor(s) further consent(s) to the Bank accepting additional collateral security of any kind, determining enlarging or varying any credit to him/her/them or making any composition with him/her/them or promising to give him/her/them time are not sue him/her/them and to the Bank parting with any security it may hold for the guaranteed debt. The Guarantor(s) also agree(s) that he/she/they shall not be discharged from his/her/their liability by the bank releasing the Borrower(s) or by any action or omission of the Bank, the legal consequences of which may be to discharge the Borrower(s) or by any act of the Bank which would, but for this present provision be inconsistent with his/her/their rights as guarantor(s) or by the Bank's omission to do any

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

5. The Guarantor(s) hereby consent(s) to the Bank renewing from time to time the said _____ limits of Rs. _____ allowed to the Borrower(s) obtaining

fresh documents from him/her/them closing the existing accounts, opening new accounts, or transferring the same or part thereof to any branch of the Bank. Notwithstanding this, the Guarantor(s) agree(s) and declare(s) that he/she/they shall remain liable to the bank for any indebtedness of the Borrower(s) under the renewed limit and terms and conditions of this deed shall apply and govern their liability under the renewed limit.

6. The Guarantor(s) further declare (s) that all dividends, compositions or payment received by the bank from Guarantor(s) or any other persons liable to him/her/them or his/her/ their representative shall be taken and applied as payment in gross and the Guarantor(s) and his/her/their representatives shall have no right to claim the benefit of any such dividends, compositions or payment until full amount of all claims of the Bank against the Borrower(s) and his/her/their representatives which are covered by this guarantees shall have been paid.
7. No advance, overdraft or other credit facilities that the Bank may give to the Borrower(s) beyond the limit mentioned in Para No.1 above or obtaining of any other guarantee or security from the Borrower(s) shall determine, prejudice or lessen the liability of the Guarantor(s) hereunder.
8. The Guarantor(s) further agree(s) that any accounts settled between the Bank and the Borrower(s) or the balance admitted or confirmed by him/her/them or his/her/their authorized agents as due on the said accounts to the Bank will be conclusive and shall not be disputed or questioned by the Guarantor(s).
9. The Guarantor(s) authorize(s) and appoint(s) each of the borrowers or any person duly authorized by them as agent to confirm the balance due and acknowledge liability on his/her/their behalf as Guarantor(s) from time to time. The Guarantor(s) further agree(s) that any acknowledgement of liability made by Borrower(s) or any person duly authorized by him/her/ them to operate account or any of the co-guarantors as agent on behalf of the Guarantor(s) shall be binding on them for giving fresh start of limitation and also for admission of liability against him/her/them.
10. In case the Bank sells the hypothecated, pledged or mortgaged security/ies held in the loan account, the Guarantor(s) agree(s) that the Bank may sell said securities without giving any notice of such sale of the Guarantor(s). The Guarantor(s), agree(s) that he/she/they will not question the sale or the sale price in any manner or on any ground whatsoever.
11. In case the amount guarantee by the Guarantor(s) is paid by the Borrower(s) to the Bank and the Bank in consequence discharges the Guarantor(s) from all liabilities under this guarantee, but it is subsequently determined by a Court of Law or otherwise that the said payment was a fraudulent preference and the Bank is made to refund the said amount, the Guarantor(s) liability to the Bank on the basis of this guarantee shall revive to the same extent and in the same manner as if such payment had never been made.

12. The Guarantor(s) also agree(s) that the Bank may enforce the guarantee without enforcing, selling or realizing any of the securities kept under lien, hypothecated, pledged or mortgaged with it, notwithstanding that any bills or other instruments given by the Borrower(s) in the said account may be in circulation for collection and outstanding.
13. The guarantee hereby given shall not be determinable or taken as satisfied by the Guarantor(s) except on the terms of his/their making full payment up to 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 there to and default, if any, committed by the Guarantor(s), in discharge thereof.

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

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

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

Guarantor(s) undertake(s) that:-

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

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

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

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

Guarantor(s)

1.

Signature _____
Name _____
Occupation _____
Address _____

2.

Signature _____
Name _____
Occupation _____
Address _____

WITNESS:

1. _____
2. _____

For and on behalf of the Bank

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

To

REG; _____ LOAN of Rs. _____ (Rupees _____ only) A/c No. _____ sanctioned to me by The Yamuna Nagar Central Coop. Bank Ltd; Yamuna Nagar B.O. _____.

Respected Sir / Madam,

The above loan has been sanctioned to me by The Yamuna Nagar central Coop. Bank Ltd; Yamuna Nagar.

*I hereby authorize you to remit my salary every month to The Yamuna Nagar Central Coop. Bank Ltd; Yamuna Nagar B/o _____ for crediting my Account No. _____.

*I hereby authorize you to pay a sum of Rs. _____ (Rupees _____ only) every month from my salary to The Haryana State Coop. Apex Bank Ltd; B/o _____ for credit to my aforesaid loan A/c No. _____ with them.

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

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

PLACE _____

Yours faithfully,

Address _____

dated _____

SIGNATURE _____

NAME OF EMPLOYEE _____

*DELETE WHICHEVER IS NOT APPLICABLE

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

(Employer)

Signature & Stamp of the Officer authorized to disburse salary and allowance.

PLACE _____

Dated _____

Annexure-IV

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

To

REG; _____ LOAN of Rs. _____ (Rupees _____ only) A/c No. _____ sanctioned to me by The Yamuna Nagar Central Coop. Bank Ltd; Yamuna Nagar B.O. _____.

Respected Sir / Madam,

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

*I hereby authorize you to remit my salary every month to The Yamuna Nagar Central Coop. Bank Ltd; Yamuna Nagar B/o _____ for crediting my Account No. _____.

*I hereby authorize you to pay a sum of Rs. _____ (Rupees _____ only) every month from my salary to The Yamuna Nagar Central Coop. Bank Ltd; B/o _____ for credit to my aforesaid loan A/c No. _____ with them.

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

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

PLACE _____

Yours faithfully,

Address _____

dated _____

SIGNATURE _____

NAME OF EMPLOYEE _____

*DELETE WHICHEVER IS NOT APPLICABLE

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

(Employer)

Signature & Stamp of the Officer authorized to disburse salary and allowance.

PLACE _____

Dated _____

LETTER OF DEPOSIT WHERE CHECK OFF FACILITY IS NOT AVAILABLE -

The Branch Manager

The Yamuna Nagar Central Coop. Bank Ltd;

BO _____

Dear Sir,

REG: TERM LOAN A/c : Name _____ No. _____

To facilitate due payment of installments in the above Term Loan Account, I/we enclose herewith the following cheques. I/We am/are aware that dishonoring the cheque due to insufficiency of funds will entail criminal action, as per provisions of law, without prejudice to bank's other rights. Tendering of cheques will in no way absolve my/our obligation to pay the installments or the amount due as per terms agreed.

Date of Cheques	Amount
-----------------	--------

Yours faithfully,

(BORROWER)

Note: Advance cheques may be received under the scheme. The number, amount and dates of such cheques should synchronize with the number, amount and due dates of term loan installments. Such cheques should be drawn favoring Yamuna Nagar Central Cooperative Bank and on the reverse of the cheque "Payment of installment in term loan account _____" can be written.

(SIGNATURE OF APPLICANT)

Name _____

Resi. Add: _____

Place: _____

Dated: _____

Tel./Mobile No. _____

(To be stamped as affidavit)

I _____ S/O, W/O,
D/O Sh. _____, residents of
_____ solemnly affirm and declare as
under:-

1- That I will not raise further similar loan from any other branch of The Yamuna Nagar Central Coop. Bank Ltd; Yamuna Nagar, or any other Bank/F.I. without consent of the Bank.

DEPONENT

Verification

I, the deponent above mentioned, do hereby verify that the contents of foregoing affidavit are true and correct, no part of it is false and nothing has been concealed there from.

Verified at _____ on this ____ day of _____ 20

DEPONENT

ANNEXURE-VII**THE YAMUNA NAGAR CENTRAL COOPERATIVE BANK LTD; YAMUNA NAGAR**BO: _____
To, _____

Date: _____

Dear Sir/ Madam,

YOUR APPLICATION FOR PERSONAL LOAN - SANCTION LETTER

We are pleased to inform that we have sanctioned a personal Loan of Rs. _____ in your favour to meet the urgent requirements of personal nature on the undernoted terms & conditions.

<u>SANCTION TERMS</u>			
Sanctioned Amount			
Rate of Interest			
Type of Interest	Fixed Rate of Interest- Rate of Interest will be revised after every two years as per Bank Reset Clause.		
Margin			
Repayment Tenor			
Number of EMIs			
Repayment to be commenced from			
Amount of EMI			
Processing fee	Rs.	Documentation fee	
Credit Information Report Charges			
Security	Guarantor(s)		
Prepayment Penalty	NIL		
Penal Interest, if any	-After 15 days of default	3% p.a. on default amount over and above the normal rate of interest.	
Late Payment Charges	- Rs.250/- plus Taxes if any after 15 days of default		
Cheque Bounce Charges	- Rs.250/- plus Taxes if any Per Cheque		

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

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

Received the original. Terms and conditions accepted.

BORROWER

FOR THE BANK

Annexure- VIII

ADDITIONAL DOCUMENTS

Rate of Interest option regarding retail lending loan schemes

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

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

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

The following documents are enclosed for implementation

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

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

Sd/-

General Manager

REVIVAL LETTER

To

The Branch Manager,
The Yamuna Nagar Central Coop. Bank Ltd;
Branch Office_____

(Address)

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

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

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

Dated the day of20

Borrower/s/Mortgagor/s

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

Dated the day of20

Guarantors

Annexure-VIII(ii)

Balance & Security Confirmation from Borrower(s)

The Branch Manager,
The Yamuna Nagar Central Cooperative Bank Ltd; Yamuna Nagar
Branch _____

Sir/Madam,

Name of borrower(s) _____

My/our loan account(s) _____

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

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

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

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

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

of debit balance outstanding as on _____ later on, in any litigation related to/or based on above mentioned loan account(s)/facility(ies) before any Tribunal/Court/authority for the time being in force.

*Applicable in case of Companies/Trusts

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

Signature (Across the revenue stamp)

Name(s) _____

Place _____

Address(es) _____

Date _____

Annexure to Balance & Security Confirmation

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

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

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

Other securities, if any:-

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

Further resolved that Sh _____ & Sh _____ be and are hereby jointly or severally authorized, empowered and competent to admit and confirm on behalf of the company that all the above loaning/security documents executed by/on behalf of the company in respect of loan facility (ies) credit facility(ies) enjoyed/availed from The Yamuna Nagar Central Cooperative Bank Ltd; Yamuna Nagar and such loaning document(s) are valid, legal, in full force and binding against the company and the company shall not challenge or question or dispute the correctness of the said figure(s)/amount(s) and shall also not insist/and or demand for production of any statement of account(s) and/or books of accounts/and/or any voucher(s) related to the same.

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

Certified true copy

Chairman/Secretary
(Authorised Signatory)

Annexure-VIII(iv)

Dated :

The Branch Manager,
The Yamuna Nagar Central Coop. Bank Ltd.,
Branch Office _____

Annexure-A

Report of Investigation of Title in respect of immovable property

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

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

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

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

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

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

	whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	
	(a) Promoter's/Land owner's title to the land/ building;	
	(b) Development Agreement/Power of Attorney;	
	(c) Extent of authority of the Developer/builder;	
	(d) Independent title verification of the Land and/or building in question;	
	(e) Agreement for sale (duly registered);	
	(f) Payment of proper stamp duty;	
	(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	
	(h) Approval of building plan, permission of appropriate/local authority, etc.;	
	(i) Conveyance in favour of Society/ Condominium concerned;	
	j) Occupancy Certificate/allotment letter of possession;	
	(k) Membership details in the Society etc.;	
	l) Share Certificates;	
	(m) No Objection Letter from the Society;	
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations; Co- operative Societies' Laws etc.;	
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	
33.	(a) Urban land ceiling clearance, whether required	

	and if so, details thereon.	
	(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	
34.	Details of RTC extracts /mutation extracts/Khata extracts pertaining to the property in question.	
35.	Whether the name of mortgagor is reflected as owner in the revenue/ Municipal Village records?	
36.	(a) Whether the property offered as security is clearly demarcated?	
	(b) Whether the demarcation/ partition of the property is legally valid?	
	(c) Whether the property has clear access as per documents?	
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	
	(a) Document in relation to electricity connection;	
	{b) Document in relation to water connection;	
	(c) Document in relation to Sales Tax Registration, if any applicable;	
	(d) Other utility bills, if any.	
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (if the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	
43.	Whether the governing law/constitutional	

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

Annexure - B: Certificate of title

1. I have examined the revenue record related to the schedule property to be offered as security by way of **Equitable Mortgage** and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and the said Equitable Mortgage to be created on the production of original title deed will satisfy the requirements of creation of Equitable Mortgage and I further certify that:
2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure-A and the other relevant factors.
3. I confirm having made a search in the office of Sub Registrar _____ and Patwari. I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable/responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records related to Title Deeds, I hereby certify the genuineness of the Title Deeds.
5. There is no prior Mortgage/Charge/Encumbrance whatsoever, as could be seen from the record of Patwari pertaining to the Immovable Property.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank.

Not applicable

7. Minor/(s) and his/ their interest in the property.
No share of Minor is involved.
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrowers/Mortgagors, Sh./Smt. _____ S/O, W/O, D/O _____ after the execution of sale Deed in his/her favour.
9. I certify that Sh/Smt _____ has absolute, clear and Marketable title over the Schedule property. I further certify that a valid mortgage be enforceable after the execution of sale Deed in favour of Borrower.
10. In case of creation of Mortgage by Deposit of title deeds, I certify that the deposit of following title deeds documents would create a valid and enforceable mortgage:
 1. Original Agreement to sell executed between Sh./Smt. _____ with Sh./Smt. _____ S/o W/O, D/O Sh. _____
 2. Original Latest Jamabandi for the year _____ in respect of the property in question.
 3. Original Latest Non Encumbrance Certificate issued by Sub-Registrar, _____ in respect of the property in question.
 4. Photocopy of Approved Site Plan.
 5. Photocopy of Sale Deed dated _____ bearing vasika No. _____ executed by Sh./Smt. _____ in respect of the land measuring _____ Kanal _____ Marla (Plot No. _____) in favour of Sh/Smt. _____.
 6. Original Sale Deed as would be executed by Sh./Smt. _____ in respect of the

property measuring _____ Kanal _____ Marla in favour of
Sh./Smt. _____ .S/o W/O D/O Sh.

7. Original Mutation as would be sanctioned in favour of Sh./Smt. _____
S/o,W/O, D/O Sh. _____.
8. Original Latest Jamabandi duly showing the mortgage of the Yamuna Nagar Central Cooperative Bank Ltd., Yamuna Nagar.
11. There are no legal impediments for creation of the Mortgage under any applicable law/Rules in force.

SCHEDULE OF THE PROPERTY (IES)

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

Place: Yamuna Nagar

(Name & signature of Advocate with seal)

Dated _____

Annexure-A

ADVANCES (OVERDRAFT LIMIT) AGAINST BANK TERM DEPOSITS

At the request of customers, Advances may be granted against term deposits lying to the credit of the borrowers in the books of the Yamuna Nagar Central Cooperative Bank Branch. Documents should invariably be executed in presence of the bank officer only. The documents should not be handed over to the borrower for obtaining the signatures of the other borrowers. Further, borrowers must be identified as per KYC norms and it is to be ensured that the person signing the documents is genuine one.

Branch Managers are advised to be more vigilant in sanctioning overdraft limit/documentation and follow bank guidelines meticulously.

1. FOLLOWING ADVANCES MAY BE TREATED AS ADVANCES AGAINST BORROWER'S OWN DEPOSITS:

i) Advances made to a depositor against a deposit standing in his name singly or jointly with other depositor(s).

2. ADVANCE AGAINST DEPOSITS TO ILLITERATE PERSONS

In case of illiterate person, his thumb impression be taken in the presence of Branch head of the lending office as well as one independent witness i.e. account holder of the Bank.

3. COMPENSATION AWARDED BY COURT/TRIBUNAL

Branches are advised that whenever a Fixed Deposit is made on account of compensation awarded by some Court/ Tribunal, no loan or advance should be granted on the strength of said Fixed Deposit without the express permission of the Court/Tribunal, which ordered the deposit.

4. TERMS & CONDITIONS FOR ADVANCES AGAINST BORROWER'S OWN DEPOSITS:

(i) MARGIN – 10%

General

Branches has to ensure the adequacy of margin on case-to-case basis so that at no time the amount outstanding in the loan account against the deposits along with the unrecovered interest accrued/debited exceeds the value of security. Further, the tax deductible at source, wherever applicable, should also be taken into account while allowing such advances.

Further, in case of term deposits under reinvestment plan, security for advances made there against is not merely the amount of original deposit but also the amount of interest accrued up to the last/preceding quarter. In such cases the interest accrued may be determined at quarterly compounding basis till the preceding quarter on the date of granting such advances and may be treated as deposit.

5. (i) RATE OF INTEREST :-

a) Up to Rs. 1.00 Crore

Interest rates be charged 1% over and above the TDR pledged as security for the purpose of overdraft.

b) Above Rs. 1.00 Crore

Interest rates be charged 0.50% over and above the TDR pledged as security for the purpose of overdraft.

Note: In case of pre-mature payment of security (FD) the interest rate of overdraft account will remain same.

(ii) PENAL RATE OF INTEREST ON PREMATURE

As regards penal rate for premature withdrawal of term deposits, branches should refer guidelines issued by Banking Section from time to time.

6. DOCUMENTATION

I. Deposit in the name of borrower:-

- Application/Letter of Pledge/Lien
- Agreement of overdraft
- D.P. Note
- D.P. delivery letter

(a) For advance against Fixed Deposit. Deposit receipt duly discharged across revenue stamp of the appropriate value.

(b) For advances against Recurring Deposit - Receipt in Recurring Deposit Pass Book duly discharged across revenue stamp of the appropriate value along with the Pass Book.

7. LOANING POWERS

a) While exercising loaning powers for sanction of advances against Bank's own deposits, the following cut-off limits are as under:

i) Branch Manager: Full powers

b) Sanctioning Authority to sanction the proposals after ensuring that the borrower is eligible for such facility, KYC norms in respect of depositor and borrower have been adhered to, Bank's lien is got noted in the account and all other guidelines on the subject are complied with.

c) Branch Manager while considering such proposals should also ensure meticulous compliance of the extant guidelines issued in this regard from time to time.

8. MISCELENOUS INSTRUCTIONS

- i) Bank's lien should be noted and authenticated by the competent officer on Confirmation of Deposit, Recurring Deposit Pass Book and as the case may be according to the instructions.
- ii) In case of advances against joint deposit accounts, the following guidelines be kept in view.

- The request for overdraft would be signed by all the depositors, and
- Confirmation of Deposit/Receipt in Recurring Deposit Pass Book would be discharged (on revenue stamp) by all the depositors.
- In case of deposit payable to 'Former or Survivor', advance may be made to 'Former' without reference to 'Survivor', & further:
 - The request for overdraft may be signed only by 'Former' and
 - Confirmation of Deposit/Receipt in Recurring Deposit Pass Book may be discharged (on revenue stamp) only by 'Former'.
- In case of deposit account payable to 'Either or Survivor'/ 'Anyone of us or Survivor', advance may be allowed to any one of the joint account holders, during the life time of the joint holders, & further:
 - Confirmation of Deposit/Receipt in Recurring Deposit Pass Book may be discharged (on revenue stamp) only by the depositor(s) making request for advance.
- iii) In case the number of borrowers is two or more, a letter of authority signed by all the borrowers to pay the consideration money to one of them would be obtained.
- iv) Advance against fixed deposit should be liquidated on maturity. However, in case of renewal of the fixed deposit on maturity, the advance against the fixed deposit so renewed, may be allowed to continue as per the mandate given by the depositor.
- v) Margin and interest rate directives issued from time to time should be complied with.
- vi) At the time of renewal it should be ensured that outstanding dues in the loan account continue to be secured by the renewed deposits and prescribed margin should be maintained.
- vii) Other guidelines of RBI/HO issued from time to time should be complied with.
- viii) No advance be allowed to customers against deposits of other banks.

Annexure-A

THE YAMUNA NAGAR CENTRAL COOPERATIVE BANK LTD; YAMUNA NAGAR

The Manager,
The Yamuna Nagar Central Coop. Bank Ltd;
Branch Office-

Dear Sir,

Kindly allow me / us _____ a loan on the security of my/ our fixed/R.D. / RITD as per particulars given below

Type of posit and account No.	Date of opening deposit	Date of maturity	Amount of deposit including interest accrued if any	Debit liability lien, if any	Amount of loan required

On adjustment of your dues from the proceeds of security pledged the balance amount be credited to my/our savings/ current account No. _____ / an FDR/ RITD issued for a period of _____ in the name(s) of the beneficiary (ies) placed in Sundries account and our instructions be sought for its disposal/ remitted to me/us by means of a Pay order/draft.

I/we will abide by the Bank's Rules in from time to time.

Name _____
Occupation _____
Address _____

Yours faithfully,

Signature

FOR BRANCH USE ONLY

Signature (s) of the depositor(s)
and information Given are verified
and found correct

Order of the Manager /Branch Manager

Authorized Officer
(Jr. Acctt./Acctt.

Sanctioned

Signature

THE YAMUNA NAGAR CENTRAL COOPERATIVE BANK LTD;

Place:

Date:

The Branch Manager,
The Yamuna Nagar Central Coop. Bank Ltd;
Branch Office-

<p>*State description of the security fixed deposit receipt with No. date and balance of RD Accounts</p> <p>**Delete if the security be other than the Fixed Deposit Receipt.</p>	<p>In consideration of your having allowed at my/our*request of Overdraft amounting to Rs. _____ to _____ hereinafter called the borrower, on the basis of Overdraft Agreement dated _____ executed by the borrower, I/we confirm (duly discharged) hereinafter referred to as 'security' issued by your _____ Branch in my / our favour.</p> <p>** In the event of renewal of the said Fixed Deposit by me/us you will hold the renewed Fixed Deposit Receipt as Security for the above loan. I/We further confirm that if you allow the borrower to renew the above/ Overdraft the said * _____ will continue to remain with the bank as security heretofore.</p> <p>The about due and other charges, if any, be adjusted and appropriated by you from the proceeds of the said* _____ at any time before or on its maturity at your discretion unless the loan is otherwise fully adjusted, within two days on demand in writing made by you.</p> <p>I/we authorize the bank to appropriate the interest payable on the said * _____ from time to time towards the adjustment of dues. This authority will stand notwithstanding any other instructions given by me/us at the time of opening of said * _____ A/C in respect of the payment/ crediting of interest.</p>
---	--

I/we give the Bank the right to set off the balance of my/our savings/current account or any other account and adjust the amount due from the borrower out of the same.

I/we authorize you and confirm that the security for the said overdraft shall also be security including the surplus precedes hereof for any other my/our liability and obligations present and future in favour of the bank and the bank shall be entitled to retain/realize/utilize/ appropriate the same without any further instructions from me/us.

Yours faithfully,

Address _____

Mobile No. _____

Annexure-II

THE YAMUNA NAGAR CENTRAL COOPERATIVE APEX BANK LTD;

YAMUNA NAGAR

AGREEMENT FOR LOAN/CASH CREDIT/OVERDRAFT

In consideration of The Yamuna Nagar Central Coop. Bank Ltd; Yamuna Nagar through its branches at Yamuna Nagar (hereinafter referred to as 'the Bank' which expression shall include its assignees and successors in interest) allowing or agreeing to allow M/s. _____ (hereinafter called 'the borrower(s)') which expression, unless repugnant to the context, shall include his/her/their heirs, executors, administrators, assignees, legal representatives and successors in interest) an advance by way of loan of Rs. _____/cash credit/overdraft up to the extent and limit of Rs. _____ (Rupees _____) or by enhancement of loan/cash credit/ overdraft from Rs. _____ to Rs. _____ (hereinafter referred to as 'the said limit'), the borrower(s) hereby jointly and severally agree(s) as under :

1. That the Bank shall not, under this agreement, be required to make advance to exceed the said limit. The borrower(s) shall, however, be responsible for the payment on demand of the entire amount that may, at any time, be due in the account although such amount may exceed the said limit.
2. A (a)(i) The borrower(s) shall pay interest at the rate of _____% plus applicable interest tax (if any) per annum with monthly rests.
 - (ii) Notwithstanding any other clause of the agreement the rate of interest payable by the borrower(s) and the periodicity of rests shall be subject to changes/variations made by Reserve Bank of India/Bank from time to time.
 - (iii) In the event of there not being any above said reference rate, the borrower(s) agree(s) to pay the interest at the rate as prescribed by the bank from time to time.
 - (iv) The borrower(s) agree(s) to pay and bear interest tax, if any, at the rate as in force from time to time. The Bank shall have the discretion to decide the manner of computing and charging of the same in the account.

(b) Interest shall be calculated on the daily balance due to the Bank in the +said account and shall be charged in the account on the last working day of the month so long as the debt herein incurred is not paid by the borrower(s) in its entirety and will form part of the principal and carry interest at the above mentioned rate.

B. In case of default in the payment of interest on the due date:

and/or

In case the entire loan is recalled by the bank or otherwise as herein provided: -

and/or

In case the account becomes irregular:

- a. On account of the borrower(s) failing to make up the margin,
- b. On account of excess borrowing due to over drawl of said limit and/or drawing power not being available;
- c. For any other reason whatsoever,

The borrower(s) agree(s) to pay increased interest at the rate of _____ per cent, per annum with agreed rests over and above the agreed rate of interest as under:

- i) On the amounts in default from the date of default.
- ii) On the amount outstanding from the date of demand, and
- iii) On the amount of excess borrowing, from the date the account becomes irregular.
- iv) The borrower(s) also agree(s) to pay additional interest at 3% p.a. with agreed rests in case of default in complying the terms and conditions of the loan/of this agreement.

3. That after demand being made by the Bank, the borrower(s) shall pay to the Bank the balance then outstanding and owing to the Bank on the said account inclusive of interest at the rate mentioned above to the date of payment, together with all the charges and expenses charged or incurred by the Bank as ascertained from the books, of Bank, which the borrower(s) agree(s) to accept as sufficient proof of the correctness thereof without production of any voucher or paper.

4. That the amount due to the Bank on this account shall be payable by the borrower(s) at Branch Office _____ of the Bank where the account is maintained or at the Head Office of the Bank at Sarojini Colony, Yamuna Nagar and the Bank shall be entitled to bring a suit against the borrower(s) either at the place where the Branch is situated or at Sarojini Colony, Yamuna Nagar where the Head Office of the Bank is located.

5. That the borrower(s) will be liable for all costs of recovery incurred by the Bank before filing a suit and also for all costs in connection with the suit decree till recovery of full amount.

6. That the borrower(s) shall not be entitled to any interest for any sum which may at any time stand to his/her/their credit in this account.
7. That the Bank will always be at liberty to stop making fresh advances **or cancel the credit facility** at any time without previous notice, which notice, is hereby expressly waived and without assigning any reason even though the said limit has not been fully availed of.
8. That the borrowers agree that their liability to the Bank for their dues on the said account shall be joint and several with the authority and right to the Bank to compromise and/or give indulgence to any of them preserving its rights and remedies against all or any of them. (Applicable in case of joint borrowers)
9. That the borrowers hereby agree to hold themselves liable as aforesaid on all the confirmation letters signed by any one of them and on all the accounts stated to any one of them. The borrowers agree that each one of them is an agent for the other(s) to acknowledge and admit liability outstanding in the account from time to time. (Applicable in case of joint borrowers)
10. That the borrower(s) agree(s) that he/she/they will pledge/procure from _____ pledge of _____ to operate as security in favour of the bank to its satisfaction and/or procure an irrevocable and unconditional guarantee of _____ for due repayment of the said limit, interest and costs.
11. That the borrower(s) do/es further agree and hereby give to the Bank during the currency and for the payment of its dues a general lien and right of set off and combine accounts without notice and charge on all moveable property of every description coming into the possession and control of the Bank on account of the borrower(s) or any one of them, or for the time being held by the Bank on behalf of the borrower(s) or any one of them whether alone or jointly with others in India or elsewhere including, without prejudice to this generality, any moneys, Bank drafts, deposit receipts for moneys, promissory notes, bill of exchanges, hundies, stocks and shares, goods and merchandise, bills of lading, Railway Receipts, Lorry Receipts, Government Bills with Inspection notes and other bills in course of collection, articles in safe custody and other documents of title to goods and any other negotiable or transferable instrument or securities, instruments and documents of title of immovable property and mercantile documents of every description including hire purchase agreements or contracts other than those affecting immovable property and requiring registration under the Acts or law relating to registration and other documents evidencing the title of the borrower(s) as creditor(s) or member(s) of any Corporation, Association, Registered Society, Company or Syndicate in India or elsewhere.
12. And it is hereby agreed that in the event of there being a surplus available after payment of all such principal and interest moneys and all charges and expenses as aforesaid of the net proceeds of such sale of security as aforesaid, it shall be lawful for the Bank to apply the said surplus as far as the same shall extend in or towards payments or liquidation of any

other moneys due or to be due from the borrower(s) or any one or more of them whether solely or jointly with any other persons or person, firms or company to the Bank by way of loans, Discounted Bills, Letters of Credit, Guarantee charges or of any other demand, legal or equitable, which the Bank may have against the borrower(s) or any one or more of them and whether the borrower(s) or any one or more of them shall become or be adjudicated bankrupt or insolvent or be in liquidation or otherwise, and interest thereon from the date on which any and all advances in respect thereof shall have been made at respective rate at which the same shall have been so advanced.

13. That the borrower(s) hereby agree(s) that any notice in writing requiring to be served hereunder shall be sufficiently served if addressed to any one of them at his/her/their address registered in the Bank or, in the event of no such address being registered, at his/her/their or of any one of his/her/their last known place of residence or business and left at such address or if forwarded to any one of them by post at the address or place aforesaid. And the borrower(s) do hereby agree(s) that any demand hereunder may effectually be made by parole notice to any one of them by an officer of the Bank or by notice in writing under the hand of such officer either served personally on the borrower(s) or any of them or left for or sent by post to any one of them at his/her/their usual or last known place of business.

14. The borrower/s agree/s that:

(a) The disbursal of credit facility viz. _____ is solely at the discretion of the bank.

(b) (i) The bank may disallow facility, keeping in view bank's exigencies.

(ii) The bank may disallow drawing beyond the sanctioned limits.

(iii) The bank may dishonor/return cheques issued for the purpose other than specifically stated in the credit sanction in this agreement.

(iv) The bank may disallow drawing in the account on its classification as a non-performing asset or on account of non-compliance with the terms of sanction or this agreement.

(c) The bank does not have an obligation to meet further requirements of the borrowers on account of growth in business etc. without proper review of credit limits.

15. (a) That the borrowers hereby agree as a pre-condition of the loan/advance given to the borrowers by the Bank that in case Borrowers commit default in the repayment of loan/advances or in the repayment of interest thereon or any of the agreed installment of the loan on due dates, the Bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish the borrowers' names or the name of the borrowers' company/firm/unit and its directors/partners/ proprietors as defaulter(s) in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.

- (b) The borrowers understand that as a pre-condition, relating to grant of the loans/advances/other non-fund based credit facilities to Borrowers, the Bank, requires the borrowers' consent for the disclosure by the Bank of, information and data relating to the borrowers, of the credit facility availed of/to be availed, by the borrowers, obligations assumed/to be assumed, by the borrowers, in relation thereto and default, if any, committed by the borrowers, in discharge thereof.
- (c) Accordingly, the borrowers hereby agree and give consent for the disclosure by the Bank of all or any such;
- i) Information and data relating to the borrowers;
 - ii) The information or data relating to any credit facility availed of/to be availed, by the borrowers, and
 - iii) Default, if any, committed by the borrowers, in discharge of the borrowers such obligation, as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorized in this behalf by RBI.

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

- i) The Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
 - ii) The Credit Information Bureau (India) Ltd. and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.
- (d) The borrowers authorize the Bank to issue mandate/direction to the borrowers' Auditor to certify non-diversion/siphoning of funds out of loan facilities availed by the borrowers. Borrowers also authorize the Bank to issue mandate/ direction to Borrowers' Auditors also to certify the extent/amount of diversion/ siphoning of funds out of loan facilities availed by the borrowers, if the Auditors detect any diversion/siphoning of funds. The borrowers undertake to authorize the borrowers' Auditors to provide such certificate as required by Bank at Borrowers' cost.
- (e) The borrowers agree and undertake to keep the Bank informed about the name and addresses of the auditors so appointed from time to time within fifteen days of such an appointment. The borrowers agree and undertake to inform their auditors about the rights given to the Bank in respect of certifying and reporting by auditors about end use of funds, non diversion/siphoning of funds, out of loan facilities availed by the

borrowers and the extent/amount of diversion/siphoning of funds and shall require the auditors to performs the obligations as instructed by the Bank.

- (f) The borrowers agree not to induct on the part of Borrowers a person, who has been identified as willful defaulter as per definition given in RBI directions/guidelines or Bank's guidelines as a Director on the Board of the borrowers. If any Director, who is willful defaulter as per definition above referred, is on the Board of Borrowers, the borrowers undertake to get him removed from the Board of the borrowers. The borrowers agree to make necessary amendments in the Article of Association of the borrowers to make the above requirements a ground for removal of Director(s) and furnish a copy of Articles of Association as amended to the Bank. (Applicable in case of corporate borrowers)

16. In witness thereof, the borrower(s), hereunto set his/her/their hand(s) at _____
this _____ day of _____ Two Thousand
and _____.

THE BORROWER(S) _____
ADDRESS _____

For and on behalf of the Bank

Appendix-I

**CERTIFICATE FROM BRANCH MANAGER
IN CASE OF ILLITERATE DEPOSITORS**

With reference to the loan/limit of Rs._____ sanctioned by the bank to_____, it is hereby certified that the borrower has affixed his thumb impression to the following relative loan documents, on date in our presence. The contents of the documents were read and the implications thereof explained to him and he has put his thumb impression after fully understanding the said contents and implications:-

- a)
- b)
- c)
- d)

Date_____



Appendix-II.docx

BRANCH MANAGER

1. Witness _____
Name & Address _____

Appendix-II

**CERTIFICATE FROM BRANCH MANAGER IN CASE OF DEPOSITOR
SIGNING IN VERNACULAR/REGIONAL LANGUAGE**

With reference to the loan/limit of Rs._____ sanctioned by the bank to_____, it is hereby certified that the borrower has signed in _____language to the following relative loan documents on date, in our presence. The contents of the documents were read and the implications thereof explained to him and he has put his signatures after duly understanding the said contents and implications:-

- a)
- b)
- c)
- d)

Date_____

BRANCH MANAGER

1. Witness _____
Name & Address _____

SCHEME OF LOAN AGAINST PROPERTY (LAP)

1. **PURPOSE**

Personal Needs

(Borrower has to disclose specific purpose of loan and also to give undertaking that the loan shall not be used for speculative purposes.)

2. **ELIGIBILITY**

(i) Confirmed/permanent employees of State/Central Govt. their Boards/ Corporations/ Undertakings and Other Income Tax Assesses.

(ii) Customers with a satisfactory track record of three years (i.e. net profit in the immediately three preceding year) belonging to following categories:-

- Retail Traders/ Whole-sale Traders.
- Professionals & Self-employed.
- Enterprises in Service Sector
- Manufacturing concerns.

Which are functioning/ operating/carrying out their business/ profession as:

1. Individuals;
2. Sole – Proprietorship firms;
3. CIBIL score less than 600 will not be considered.

NOTE:-

(i) At the time of processing of loan the borrower's place of residence should be at Distt. Yamuna Nagar.

(ii) Those branches whose NPA of previous financial year exceeds to 5% subsequent sanction of loans by the branch will automatically stand withdrawn only till the NPA percentage improves to below 5%.

3. **INCOME CRITERIA**

(i) **For salaried and other income tax assesses:**

Minimum gross monthly salary of Rs.30, 000/- for last three years (salaried class) or minimum gross annual income of Rs.3, 60,000/- (for other income tax assesses).

(ii) **For Business Enterprises:**

Minimum net annual income / net Profit Rs.3, 60,000/- and above for last three years.

iii) **Common for both categories:**

Income of spouse / earning children / parent's can be taken into consideration for the purpose of EMI/ or (for determine the loan amount). In such cases, they should be made co-borrowers subject to maximum one co-borrower.

--Regular income from all sources including Rental Income can be considered provided the sanctioning authority is satisfied with the proof of income. In such cases it should be substantiated by proof in the form of Latest I.T. Return/Latest salary slip with Form 16 or Latest salary slip /Statement of Account for the last six months in which income is being credited on regular basis.

4. **NATURE OF FACILITY** :-Term Loan /overdraft on monthly reducing drawing power (DP) basis.

5. **LOAN AMOUNT:**

Minimum: Rs 1.00 Lakh Maximum: Rs.60.00 Lakh (subject to CMA norms).

6. **ASSESSMENT OF LIMIT**

a) The assessment of limit will be carried out keeping in view two parameters as under and limit shall be fixed least of the followings:-

b) Maximum 50% of the realizable value of the property.

c) Maximum ten times of Annual Gross Income /net Profit, whichever is lower.

7. **Repaying Capacity** :-

a) The monthly carry home salary / income of the borrower(s) (including deduction of proposed loan installment) under no circumstances should be less than 50% of his/her gross income/Net profit.

b) Repaying capacity/ assessment of loan, is to be calculated on the basis of latest salary slips for salaried borrower(s) and on the basis of latest ITRs for other than salaried borrower(s). Further, regularity of salary/income is to be ensured by taking 3 years ITRs/Form 16/ BS (Whichever is applicable) for all borrower(s), i.e., salaried & other than salaried.

c) Wherever 'Income of spouse/earning children / parents is taken into consideration for assessment of limit and/ or repaying capacity; Gross Income/Gross salary shall be considered for the purpose of computation of assessment of limit

d) Specific care exercised with respect to IT returns showing SUDDEN SPURT in the salary/ income levels. Recommending/sanctioning authority to fully satisfy himself/herself before considering acceptance of such income/salary. Justification/basis of the same provided in the recommendation/sanction note.

e) Eligible Property - Residential and commercial property of Chandigarh Housing Board, Chandigarh, (free-hold), Housing Board, Haryana and Haryana Urban Development Authority (HUDA) within Yamuna Nagar city.

8. **REPAYMENT PERIOD:**

(i) Loan amount together with interest to be repaid in maximum 120 Equated Monthly Installments (EM) OR up to the age of 65 years, whichever is earlier, by ascertaining the regular income of prospective borrower.

(ii)For Recovery/ Repayment of EMIs:

Recovery/ Repayment of EMIs in all Retail Loan accounts be considered through

PDCs /Standing Instruction. Mandate of the customers for debiting their accounts through Advance cheques signed by the borrower repaying monthly installments under the cover of letter be obtained. Such Post dated advance cheques should be obtained of that account whose statement of account is obtained and not of our Bank where a shadow account is opened just for getting cheque book.

9. **SECURITY**

(a) Loans/advances shall be sanctioned against the Equitable Mortgage of the non-encumbered residential House/Flat or commercial property (in the shape of building) self occupied or vacant standing in the name of the:

- (i) Individual Borrower or co-borrower;
- (ii) Spouse of the borrower;

NOTE:

Loan can also be sanctioned against the property standing in the name of Spouse and other near relatives, i.e., Father, Mother, Brother, Children (major) of individual borrower. However, the owner (s)/joint owner(s) of IP be made co-obligant (s)/guarantor(s).

(b) **Personal guarantee of the owner** of the property be obtained in all cases. Further, where loan is allowed against the property of other specified persons, other than the borrower himself, as per details available in the security clause, who will be required to stand as guarantor, a **minimum of six advance Cheques, signed by such guarantor/s be also obtained along with letter of deposit.**

10. **INSURANCE**

Comprehensive insurance of the property mortgaged for the Construction Cost only, i.e., value of land should not be included for the purpose of insurance. Cost of insurance to be borne by the borrower.

11. **Rate of interest :- Fix option** @10 p.a.

- Fixed rate of interest option will be subject to re-set clause of two years. There will, however, be no application of re-set clause for a repayment tenor up to two years. The re-set clause will be as under:-

“Interest rate shall be reviewed and re-set on completion of a block of two years. Year of first disbursement, whatever be the month of availment, will be taken as first year and year will cover the period from 1st April to 31st March. As and from 1st April, after completion of every block of two years, the interest rate as re-set will be applied. If there is any delay in revision/re-set of interest, appropriate adjustment will be made in the account, effective from 1st April of

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

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

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

12. **PENAL INTEREST**:-3% p.a. on default amount over and above the normal rate of interest after 30 days of default.
13. **LATE PAYMENT CHARGES**
- e) Late payment charges Rs. 500/- Plus taxes after 15 days
f) Cheque bounce charges Rs. 250/- Plus taxes per cheque.
14. **PRE-PAYMENT CHARGES** :- NIL
15. **Processing fee For Public** :-0.25% of loan amount + applicable taxes.
- 15.1 **Processing fee – YCCB Bank Staff** :- NIL

Note: Obtain processing fee before disbursement of loan.

16. **VALUATION OF PROPERTY**

- (i) Valuation of the property should be on the basis of 'as is where is' basis and the distress sale value/realizable value of the property will be decided on the basis of valuation report of an approved valuer of the Bank, at borrower's cost, with all precautions, in terms of guidelines, as prescribed by Bank from time to time to be followed.
- (ii) The Branch head will also ensure that the valuation has been done keeping in view the rates notified by the competent authorities for the area concerned.
- (iii) Payment to the approved valuer is made to the debit of prospective borrower's account with Bank OR the amount to be recovered from the prospective borrower.

Note: Keeping in view the increasing incidence of frauds, following important guidelines be complied with by Branch heads before sanction/disbursement of advances under the Scheme and due diligence be ensured by exercising extra caution, as under:

- (i) That branch officials have in their possession detailed plans of the building (duly approved by the competent authority) to be taken as security, duly confirming that it is constructed as per admissible laws and rules and that there is no likelihood of its being demolished at a later date on the grounds that the construction was unauthorized/ illegal.
- (ii) That the services of only those advocates/lawyers be taken for verification purposes, who are of good standing and are experienced persons and are on the approved list of Advocates/ lawyers.
- (iii) That a clause be put in sanction letters that any third party liability coming on the Bank due to wrong information/ declaration given by borrower, will be his/her responsibility.
- (iv) The following major steps regarding physical verification of Immovable Property be complied with, besides other instructions issued by the Bank in this regard from time to time:
- Recommending authority to invariably visit the location of the actual property and place a report of visit with date;
 - To retain a copy of Photograph of Immovable Property;
 - Carryout evaluation of property by interacting with local people;
 - Endeavour to confirm the genuineness of Immovable Property by asking in the neighborhood; and

- Also talking to the occupants of property to confirm that the property has not changed hands before being offered to the Bank or there are deals underway on the property, which may subsequently lead to litigation, resulting in dilution in Bank's securities.
- The services of professionals such as Valuer and Advocates will not justify any dilution in the responsibility of our Bank officials in verifying the securities as per the Bank's laid down procedures.
- Failure to do so would be construed to be gross negligence, which is to be taken to be lapses inviting VIGILANCE OVERTONE.

17. **GENERAL GUIDELINES**

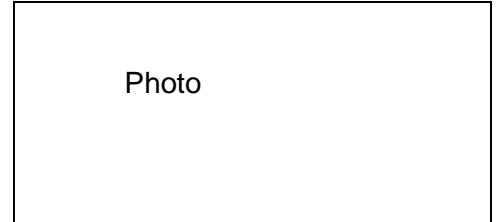
- i. While considering proposal under the scheme, it should be ensured that the property against which loan is being sanctioned should not form part of primary or collateral security in any other advance of our Bank or any other Bank except in case of following:
- ii. The identification/selection of the borrower should be done judiciously. The Sanctioning Authority should satisfy himself that the borrower has enjoys good reputation in the market and has the capacity to pay the EMI. Further, CIBIL score below 600 of prospective borrower and guarantor should not be considered.
- iii. Income of the borrower should be as per Income-Tax Return/Assessment order/ Salary Certificate of the employer.
- iv. Before accepting the property as security, legal opinion, certifying that the title to property vests with the borrower and the same is clear and marketable, be obtained from approved counsel and kept on record. Further, branches should inspect the Immovable Property (IP) offered as security so as to ensure that the same is readily saleable and enforceable.
 - iv.i Similarly for obtaining Non-Encumbrance Certificate from the approved lawyer, the payment be made to the concerned lawyer directly by the Bank either from the proceeds of Processing Fee paid by the prospective borrowers OR the amount recovered from prospective borrowers in full where concession/ waive-off in Processing Fee has been allowed.
 - iv.ii Certified copies of Title deeds including the chain of documents are required to be obtained from the concerned office of the Sub- registrar/ Registrar of Assurances, so as to verify the genuineness of the original title deeds submitted to Bank and the title/ownership of the property.
- v. Prior to considering EM of any IP as security, search be made in the Database of CERSAI to ascertain whether IP is already mortgaged or not. Search results from CERSAI including "no asset matches the search criteria (NIL report) is to be kept on record.
 - v.i All equitable mortgages (irrespective of mortgage creation date) must be registered with CERSAI within 30 days of creation of charge of an asset (IP).
 - v.ii While filing particulars of mortgages with central Registry, an acknowledgement/ receipt is generated containing Asset ID. Asset ID so generated is to be recorded in Title Deed Register along with name & signatures of the officials filing particulars of IP with Central registry, so that inspecting officials during branch inspection can verify that all EMs are filled with Central registry & asset ID recorded in Title Deed Register.
- v.iii Making search in the data base of CERSAI and filing particulars of mortgages main H.O. branch be registered with CERSAI.

Documentation :

1.	When Term loan is given to borrower who owns the property to be mortgaged:	
1.1	Loan Application	Annexure -II
1.2	Term Loan Agreement	Annexure -III
1.3	Overdraft agreement	Annexure -IV
1.4	Tripartite Agreement (applicable only in case the property is rented to Third Party) Such Tripartite Agreement shall be executed by the owner of property, tenant and the bank.	Annexure -V
1.5	Guarantee to be executed by the 3 rd Party	Annexure –VII
1.6	Letter of Hypothecation	Annexure –VIII
1.7	Irrevocable Letter of Authority for remitting salary of the employee to bank and acknowledgement from the employer be kept on record. OR	Annexure –IX
1.8	Irrevocable Letter of Authority for debiting the amount of installment to account be obtained	Annexure – X
1.9	Advance cheques signed by the borrower for repaying monthly installments along with the letter of deposit to be obtained &/OR ECS/ NACH mandate.	Annexure – XI
1.10	Equitable Mortgage to be created as per prescriber procedure of Bank.	
1.11	Letter of undertaking w.r.to purpose of loan confirming that the loan shall not be used for speculative purpose.	

*

ANNEXURE - II



APPLICATION FOR LOAN AGAINST MORTGAGE OF IMMOVABLE PROPERTY

	Branch Name	Date of Application	
		Borrower	Guarantor
1.	NAME		
2.	FATHER'S/HUSBAND'S NAME		
3.	AGE (WITH DATE OF BIRTH)		
4.	RESIDENTIAL/OFFICE		
	COMPLETE ADDRESS		
	CITY LOCATION		
	COUNTRY		
	PIN CODE		
	TELEPHONE NO.		
	(OFFICE/RESIDENCE WITH STD CODE) MOBILE NO.		
5.	CATEGORY (RESIDENT INDIAN INDIVIDUAL, NONRESIDENT INDIAN OR FOREIGN NATIONAL)		
6.	GENDER MALE/FEMALE		
7.	QUALIFICATION		
8.	OCCUPATION	BUSINESS /SALARIED /RETIRED /OTHERS	
a.	IF BUSINESS ENTERPRISE (INDICATE DETAILS OF CONSTITUTION & BUSINESS)		
	i) CONSTITUTION		
	ii) NATURE OF ACTIVITY		
	iii) DESIGNATION (DIRECTOR/PARTNER/ SOLE PROP./TRUSTEE, ETC.)		
	iv) PER CENT CONTROL		

b.	IF SALARIED (ATTACH PROOF)	GOVT./PUBLIC SECTOR PUBLIC LTD. CO.PVT. LTD. CO.OTHERS	GOVT./PUBLIC SECTOR PUBLIC LTD. CO. PVT. LTD. CO. OTHERS
i)	EMPLOYER NAME AND ADDRESS		
ii)	DESIGNATION		
iii)	LENGTH OF SERVICE WITH PRESENT EMPLOYER		
9.	INDICATE PAN NO.		
10.	VOTER ID NO.		
11.	PASSPORT NO.		
12.	DRIVING LICENCE NO.		
13.	TOTAL ANNUAL INCOME (ATTACH PROOF)		
	GROSS SALARY/INCOME		
	STATUTORY DEDUCTIONS		
	OTHER LOAN INSTALMENTS		
	NET SALARY/INCOME		
	OTHER INCOME, IF ANY (PROOF TO BE ATTACHED)		

(FOR BORROWERS ONLY)

14.	DETAILS OF SPOUSE		
	NAME		
	OCCUPATION		
	IF EMPLOYED, SALARY/ INCOME		
	EMPLOYER'S NAME, ADDRESS & TEL. NO.		
15.	OWNERSHIP OF RESIDENCE	OWNED (SELF/SPOUSE) RENTED COMPANY LEASE OTHER* (PLEASE SPECIFY)	
16.	IN CASE OF OD FACILITY: PROJECT TURNOVER: (PROOF TO BE ATTACHED I.E. SALES TAX RETURN/STATEMENT OF ACCOUNT OF EXISTING BANKER/ OTHER DOCUMENTARY EVIDENCE)		

17.	DETAILS OF ASSETS AND LIABILITIES			
	LIABILITIES		ASSETS	
	OUTSTANDING LOANS/ADVANCES	AMOUNT	ASSETS	AMOUNT
	BANK		IMMOVABLE PROPERTIES	
	EMPLOYER		LAND	
	PROVIDENT FUND		BUILDING	
	RELATIVES AND FRIENDS		MOVABLE PROPERTIES	
	OTHERS		CASH	
			DEPOSITS WITH BANKS	
			INVESTMENT IN GOVT, .SECURITIES	
			OTHERS	
	TOTAL		TOTAL	
18.	PURPOSE OF LOAN/LIMIT			
19.	AMOUNT OF LOAN/LIMIT			
20.	REPAYEMENT PERIOD IN CASE OF TERM LOAN			

21.	DETAIL OF IMMOVABLE PROPERTY PROPOSED TO BE MORTGAGED	NAME OF OWNER OF THE PROPERTY	
a.	DESCRIPTION OF PROPERTY (HOUSE/FLAT/COMMERCIAL/ INDUSTRIAL PROPERTY ETC.		
b.	MARKET VALUE		

22. I/WE request for sanction of loan of Rs. _____ for meeting my/our business and/or personal needs against Equitable Mortgage of Immovable Property on the basis of information given above.

I/WE confirm that the above information is correct. I/WE have read and have been advised the terms and conditions relating to Mortgage Loan Scheme and I/WE hereby agree to be bound by these rules or by the revised additional terms and conditions which may at any time hereafter be made while the loan obtained by me/us is still outstanding.

Yours faithfully,

Signature and name of applicant

The YAMUNA NAGAR CENTRAL Cooperative Bank Ltd; YAMUNA NAGAR

TERM LOAN AGREEMENT

This loan agreement is made on this _____ day of _____ 20____ between (*) _____ (hereinafter called the 'borrowers' which term shall include their and each of their legal heirs, representatives, executors, administrators, successors and assigns) of the ONE PART and The Yamuna Nagar Central Coop. Bank, B/o _____, having its head office being its Head Office, Sarojini Colony, Phase-II, Bye-Pass Road, Yamuna Nagar and inter alia a branch office at _____ (hereinafter called the bank which expression shall include its successors and assigns) of the OTHER PART.

WHEREAS THE borrowers have approached the bank for a term loan of Rs _____

WHEREAS the bank has agreed to advance a sum of Rs. _____ by way of term loan for the above purpose inter alia on the terms and conditions mentioned below and upon security of mortgage of the property more fully described in the schedule I hereunder:

WHEREAS the bank has agreed to advance a sum of Rs. _____ by way of term loan for the above purpose inter alia on the terms and conditions mentioned below and upon security of mortgage of the property more fully described in the schedule I hereunder:-

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The bank shall lend to the borrowers a term loan of Rs. _____ (Rupees _____). The bank shall be entitled to disburse the loan in stages.
2. The borrowers shall repay the said term loan in the manner and on dates as fully detailed in Schedule II hereto.
- 3A. The borrowers shall pay interest at _____% p.a. (Fix)

Fixed rate of interest option on Loan against Property disbursed on or after 01.05.2018, will be subject to re-set clause of two years. There will, however, be no application of re-set clause for a repayment tenor up to two years. The re-set clause will be as under:-

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

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

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

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

Notwithstanding any other clause if the agreement, the rate if interest payable by the borrower and the periodicity of rests shall be subject to changes/ variations made by Reserve Bank of India / Bank from time to time.

The borrower agrees to pay the interest at the rate as prescribed by the bank from time to time. The bank shall have the discretion to decide the manner of computation of interest tax and charging thereof in the account.

- 3B. Interest shall be calculated on the daily balance due to the bank in the said account and shall be charged on the account on the last working day of the month so long as the debt herein incurred is not paid by the borrowers in its entirety and will form part of the principal and carry interest at the above mentioned rate.
- 3C. Interest shall be payable monthly irrespective of dates of payment of the installments fixed.
- 4A. The borrowers agree to pay additional interest at 3% p.a. with agreed rests as under:
- a. In case of default in payment of interest or installments on the due date(s), on the amount in default after 30 days of the date of default.
 - b. I) In case of default in furnishing statements/returns as prescribed by the bank.
II) In case of default in complying the terms and conditions of the loan/ of this agreement.
III) In case the account becomes irregular or any other reasons whatsoever, on the amount outstanding from the date of default/account becomes irregular.
- 4 B. Charging of additional interest shall be without prejudice to any other right available to the bank.
- 4.C (i)Late Payment Charges :- Rs. 500/- plus taxes if any after 15 days
(ii)Cheque Bounce Charges Rs. 250/- plus taxes if any per cheque.
(iii) PENAL INTEREST:-3% p.a. on default amount over and above the normal rate of interest after 30 days of default.
- 5A. The bank shall be entitled at its option to recall the entire outstanding together with interest and other charges in the following cases.
- a. In case the borrowers default in payment of any installment or interest.
 - b. In case the borrowers fail to create the security as undertaken within the period prescribed or such extended period as the bank may allow.
 - c. In case the borrowers contravene any of the terms and conditions of the loan and/or of this agreement.
 - d. In such other cases/circumstances as the bank may deem fit and proper.

- 5B. In the event of bank exercising its power to recall as aforesaid, the borrowers undertake that irrespective of the period for which the loan is made, the borrowers shall pay to the bank immediately after demand whereby the recall is made, the balance then outstanding on the said account together with interest and all other charges due there under.
6. The borrowers hereby agree and undertake to create mortgage in favour of the bank within _____ months after date of this agreement or such further period as the bank may allow in its discretion, in the form and manner as may be required by the bank of the property described in Schedule I hereunder to secure the outstanding under the said term loan besides interest, costs and other charges thereon.
7. The borrowers shall not create lien, charge, mortgage or encumbrances of any kind whatsoever on/of the property described in Schedule I hereof in favour of any person other than bank without the consent of the bank in writing.
8. That the borrowers agree that their liability to the bank for their dues on the said account shall be joint and several with the authority and right to the said bank to compromise and/or give indulgence to any of them preserving its rights and remedies against all or any of them.
9. That the borrowers hereby agree to hold themselves liable as aforesaid on all the confirmation letters signed by any one of them and on all the accounts stated to any one of them. The borrowers agree that each one of them is an agent for the other(s) and is authorized to acknowledge and admit liability outstanding in the account from time to time.
- 10.A The borrowers agree to keep fully insured for the full market value of the property or assets to be mortgaged in the name of the borrowers and the bank with bank clause against risk of damage, loss, destruction by fire and such other risk as may be prescribed by the bank and keep up such insurances until the amount due under the term loan is paid in full to the bank. In case the borrowers fail at any time to insure and pay the necessary premium, the bank may without being bound to do so, get the said property/assets insured and debit the amount of premium to the borrower's account. The premium so paid will carry interest at the same rate as of the amount advanced and become a part of the principal amount.
- 10B. The bank shall be entitled to file claim and also pursue legally against insurance company for recovery of the loss. All sums received under any such insurances as aforesaid shall be received by the bank and applied in or towards the liquidation of the balance due to the bank. It is expressly agreed that the bank shall not incur any liability to the borrowers if it fails to lodge any claim under any policy with the Insurance Company within the time prescribed under such policy or for any reasons whatsoever. The bank shall not incur any liability to the borrowers for not bringing any suit for recovery of insurance money of allowing such suit to be barred by time.
- 10.C It is also agreed that the bank shall have the absolute right to adjust, settle, compromise or refer to arbitration, without reference to or consent of the borrowers, any dispute in connection with or arising under any policy of insurance and any of the assured and such act of the bank shall be valid and binding on the borrowers but shall not impair the right of the bank to recover its dues from the borrowers.
- 10D. Notwithstanding anything herein contained, it is the absolute responsibility of the borrowers to insure the property to be mortgaged, to file claim or initiate legal action and to follow up further with the insurance company, in case of occurrence of risk insured and remit to the bank the proceeds received/realized from insurance company.
11. The borrowers shall continue to pay all rates and taxes accruing due in respect of the property/assets to be mortgaged and perform all the terms and conditions of the document of title on which the borrower holds the property.
- 11A. The borrower(s) declare that the property is self occupied/vacant.

- 11B The borrower(s) agrees that subsequent to availment of the loan if the property is proposed to be let out by the borrower, bank's permission would be required. The bank would accord this permission only where the proposed lease is in favour of an institution of repute and lease rental/monthly rent will be assigned to the bank.
12. The bank shall always be at liberty to stop making advances at any time without previous notice and without assigning any reason even though the term loan limit has not been fully availed.
- 13A. The borrowers shall permit the bank its agents and servants from time to time and at all times to enter into and upon the premises/property which are mortgaged /charged in favour of the bank to view, inspect and value the same and make inventories of the assets.
- 13B. The bank from time to time be at liberty to have the property/assets as aforesaid valued by an appraiser appointed by the bank and the fees and expenses on such appraisal shall be paid by the borrower/s.
- 13C. The borrowers undertake to render to the bank and its servants all facilities, as may be required for any of the purposes aforesaid.
14. In case the borrowers shall be a firm or members of a firm no change whatsoever in the constitution of such firm during the continuance of this agreement shall impair or discharge the liability of the borrowers or any one of more of them hereunder, or in any way effect the right and remedies of the bank under this agreement.
15. That the amount due to the bank on this account shall be payable by the borrowers at _____office of the bank where the account is maintained or at the Head Office of the bank at Chandigarh.
16. That incidental charges at the rate fixed by the bank from time to time at its discretion shall be debited to the said account for half year or part thereof and will form part of principal and carry interest at the same rate as of the amount advanced.
17. The borrowers agree and hereby give to the bank during the currency and for the payment of the said term loan account, a general lien and right to set off and combine accounts without notice and charge on all movable property of every description coming into their possession on account of the borrower or any one of them for the time being held by the bank on behalf of the borrowers or any one of them whether singly or jointly with others in India or elsewhere including, without prejudice to the generality, any monies bullion, deposits, deposit receipts, promissory notes, bill of exchange, cheques, railway receipts, Govt. bills and other documents of every description.
18. The borrowers hereby agree as a pre-condition of the loan/advance given to them by the bank that in case they commit default in the repayment of loan/advance or in the repayment of interest thereon or any of the agreed installments of the loan on due date(s), the bank and/or the Reserve Bank of India will have an unqualified right to disclose their names or the names of their company/firm/unit and their respective Directors/Partners/ Proprietors as defaulter in such manner and through such medium as the bank or the Reserve Bank of India in their absolute discretion may think fit.
19. Any demand herein may be made on the borrowers by an officer of the bank or any notice in writing under the hands of any such officer either served personally on the borrower or left at or sent by post to them at their address registered/available with

The bank. Notice served on any one or the borrowers shall be deemed to have been served on all of them.

SCHEDULE I

Describe the particulars of property to be mortgaged. Attach also plan.	
--	--

**SCHEDULE II
(SCHEDULE OF REPAYMENT)**

Give details of due dates and installment amount.	
---	--

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

For The Bank

BORROWER(S)

THE YAMUNA NAGAR CENTRAL COOP. BANK LTD; YAMUNA NAGAR
(To be stamped as an agreement not to be Attested/Witnessed)

OVERDRAFT AGREEMENT

This agreement is made at _____ on this _____ day of _____ 20____ between (*) _____ (hereinafter called the 'borrowers' which term shall include their and each of their legal heirs, representatives, executors, administrators, successors and assigns) of the ONE PART and The Yamuna Nagar Central Coop. Bank Ltd; Yamuna Nagar, having its Head Office at Sarojini Colony, Phase-II, Bye-Pass Road, Yamuna Nagar and inter-alia a branch office at _____ (hereinafter called the bank which expression shall include its successors and assigns) of the OTHER PART.

(*) Describe name, constitution and address of the borrower

WHEREAS THE borrowers have approached the bank for allowing an advance by way of Overdraft up to the extent of Rs _____ /by enhancement of overdraft from Rs. _____ to Rs. _____ for \$ _____. WHEREAS the bank has agreed to allow a loan by way of Overdraft up to the extent of Rs. _____ on reducing limit basis for the above purpose inter-alia on the terms and conditions mentioned below and upon security of mortgage of the property more fully described in the Schedule hereunder:

\$ Indicate the purpose

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The bank shall allow to the Borrowers an advance by way of Overdraft up to the extent of Rs. _____ (Rupees _____) and the limit shall be reduced every month by an amount of Rs _____ (Rs _____ only). The borrower shall be at liberty to make withdrawals within the reduced Overdraft Limit. The bank shall not, under this agreement, be required to make advance to exceed the said limit/ reduced limit.. The Borrowers shall, however, be responsible for the payment on demand of the entire amount that may, at any time, be due in the account though such amount may exceed the said limit.
 2. The borrowers agree to repay the entire amount that may at any time be due in the account, immediately on demand from the Bank.
- 3A The borrowers shall pay interest at _____ % p.a. (Fix)

Fixed rate of interest option on Loan against Property disbursed on or after 01.05.2018, will be subject to re-set clause of two years. There will, however, be no application of re-set clause for a repayment tenor up to two years. The re-set clause will be as under:-

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

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

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

Notwithstanding any other clause if the agreement, the rate if interest payable by the borrower and the periodicity of rests shall be subject to changes/ variations made by Reserve Bank of India / Bank from time to time.

The borrower agrees to pay the interest at the rate as prescribed by the bank from time to time. The bank shall have the discretion to decide the manner of computation of interest tax and charging thereof in the account.

- 3B. Interest shall be calculated on the daily balance due to the bank in the said account and shall be charged on the account on the last working day of the month so long as the debt herein incurred is not paid by the borrowers in its entirety and will form part of the principal and carry interest at the above mentioned rate.
- 3C. Interest shall be payable monthly irrespective of dates of payment of the installments fixed.
- 4A. The borrowers agree to pay additional interest at 3% p.a. with agreed rests as under:
- a. In case of default in payment of interest on the due date(s), on the amount of default after 30 days of the date of default.
 - b. In case the entire loan is recalled by the bank:
 - (I). In case of default in furnishing statements/returns as prescribed by the bank
 - (II) In case of default in complying the terms and conditions of the loan/of this agreement.
 - III) In case the account becomes irregular because of excess borrowing due to over drawl of limit or any other reason whatsoever and/or entire loan is recalled by the bank, on the amount outstanding from the date account becomes Irregular and/or the entire loan is recalled.
- 4B. Charging of additional interest shall be without prejudice to any other right available to the bank.
- 4.C
- (i) Late Payment Charges :- Rs. 500/- plus taxes if any after 15 days
 - (ii) Cheque Bounce Charges Rs. 250/- plus taxes if any per cheque.
 - (iii) PENAL INTEREST:-3% p.a. on default amount over and above the normal rate of interest after 30 days of default.
- 5A. The bank shall be entitled at its option to recall the entire outstanding together with interest and other charges in the following cases.
- a) In case the borrowers default in payment of any installment or interest.
 - b) In case the borrowers fail to create the security as undertaken within the period prescribed or such extended period as the bank may allow.
 - c) In case the borrowers contravene any of the terms and conditions of the loan and/or of this agreement.
 - d) In such other cases/circumstances as the bank may deem fit and proper.
- 5B. In the event of bank exercising its power to recall as aforesaid, the borrowers undertake that irrespective of the period for which the loan is made, the borrowers shall pay to the bank immediately after demand whereby the recall is made, the balance then outstanding on the said account together with interest and all other charges due there under.
6. The borrowers hereby agree and undertake to create mortgage in favour of the bank within _____ months after date of this agreement or such further period as the bank may allow in its

discretion, in the form and manner as may be required by the bank of the property described in Schedule hereunder to secure the outstanding under the said overdraft account besides interest, costs and other charges thereon.

7. The borrowers shall not create lien, charge, mortgage or encumbrances of any kind whatsoever on/of the property described in Schedule hereof in favour of any person other than bank without the consent of the bank in writing.
8. That the borrowers agree that their liability to the bank for their dues on the said account shall be joint and several with the authority and right to the said bank to compromise and/or give indulgence to any of them preserving its rights and remedies against all or any of them.
9. That the borrowers hereby agree to hold themselves liable as aforesaid on all the confirmation letters signed by any one of them and on all the accounts stated to any one of them. The borrowers agree that each one of them is an agent for the other(s) and is authorized to acknowledge and admit liability outstanding in the account from time to time.
- 10A. The borrowers agree to keep fully insured for the full market value of the property or assets to be mortgaged in the name of the borrowers and the bank with bank clause against risk of damage, loss, destruction by fire and such other risk as may be prescribed by the bank and keep up such insurances until the amount due under the term loan is paid in full to the bank. In case the borrowers fail at any time to insure and pay the necessary premium, the bank may without being bound to do so, get the said property/assets insured and debit the amount of premium to the borrower's account. The premium so paid will carry interest at the same rate as of the amount advanced and become a part of the principal amount.
- 10B. The bank shall be entitled to file claim and also pursue legally against insurance company for recovery of the loss. All sums received under any such insurances as aforesaid shall be received by the bank and applied in or towards the liquidation of the balance due to the bank. It is expressly agreed that the bank shall not incur any liability to the borrowers if it fails to lodge any claim under any policy with the Insurance Company within the time prescribed under such policy or for any reasons whatsoever. The bank shall not incur any liability to the borrowers for not bringing any suit for recovery of insurance money or allowing such suit to be barred by time.
- 10C. It is also agreed that the bank shall have the absolute right to adjust, settle, compromise or refer to arbitration, without reference to or consent of the borrowers, any dispute in connection with or arising under any policy of insurance and any of the assured and such act of the bank shall be valid and binding on the borrowers but shall not impair the right of the bank to recover its dues from the borrowers.
- 10D. Notwithstanding anything herein contained, it is the absolute responsibility of the borrowers to insure the property to be mortgaged, to file claim or initiate legal action and to follow up further with the insurance company, in case of occurrence of risk insured and remit to the bank the proceeds received/realized from insurance company.
11. The borrowers shall continue to pay all rates and taxes accruing due in respect of the property/assets to be mortgaged and perform all the terms and conditions of the document of title on which the borrower holds the property.
- 11A. The borrower(s) declare that the property is self occupied/vacant/let out.
- 11B. The borrowers agree that subsequent to availment of the loan if the property is proposed to be let out by the borrowers, bank's permission would be required. If the property is already let out or let out hereinafter in future as above said, the borrower agrees to hypothecate the book debt consisting of rentals in favour of bank. The borrower will also ensure that rentals, if any, are remitted in to the loan a/c.
12. The bank shall always be at liberty to stop making advances at any time without previous notice and without assigning any reason even though the overdraft limit has not been fully availed.

- 13A. The borrowers shall permit the bank its agents and servants from time to time and at all times to enter into and upon the premises/property which are mortgaged/charged in favour of the bank to view, inspect and value the same and make inventories of the assets.
- 13B. The bank from time to time be at liberty to have the property/assets as aforesaid valued by an appraiser appointed by the bank and the fees and expenses on such appraisal shall be paid by the borrower/s.
- 13C. The borrowers undertake to render to the bank and its servants all facilities, as may be required for any of the purposes aforesaid.
14. In case the borrowers shall be a firm or members of a firm no change whatsoever in the constitution of such firm during the continuance of this agreement shall impair or discharge the liability of the borrowers or any one or more of them hereunder, or in any way effect the right and remedies of the bank under this agreement.
15. That the amount due to the bank on this account shall be payable by the borrowers at _____ office of the bank where the account is maintained or at the Head Office of the bank at Chandigarh.
16. That incidental charges at the rate fixed by the bank from time to time at its discretion shall be debited to the said account for half year or part thereof and will form part of principal and carry interest at the same rate as of the amount advanced.
17. The borrowers agree and hereby give to the bank during the currency and for the payment of the dues under the said overdraft account, a general lien and right to set off and combine accounts without notice and charge on all movable property of every description coming into their possession on account of the borrowers or any one of them for the time being held by the bank on behalf of the borrowers or any one of them whether singly or jointly with others in India or elsewhere including, without prejudice to the generality, any monies bullion, deposits, deposit receipts, promissory notes, bill of exchange, cheques, railway receipts, Govt. bills and other documents of every description.
18. The borrowers hereby agree as a pre-condition of the loan/advance given to them by the bank that in case of their default in the repayment of loan/advance or interest thereon as above, the bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish their names or the names of their company/firm/unit and their respective Directors/Partners/Proprietors as defaulter in such manner and through such medium as the bank or Reserve Bank of India in their absolute discretion may think fit.
19. The Borrowers understand that as a pre-condition, relating to grant of the loans/advances/ credit facilities to the Borrowers, the creditor bank, requires Borrowers' consent for the disclosure by the bank of, information and data relating to borrowers, of the credit facility availed of/to be availed, by the Borrowers, obligations assumed/to be assumed, by the Borrowers, in relation thereto and default, if any, committed by the Borrowers, in discharge thereof. Accordingly, the Borrowers, hereby agree and give consent for the disclosure by the Yamuna Nagar Central Cooperative Bank Ltd., Yamuna Nagar of all or any such;

(a) Information and data relating to borrowers;

(b) The information or data relating to any credit facility availed of/to be availed, by borrowers, and

(c) Default, if any, committed by borrowers, in discharge of our such obligation

as The Yamuna Nagar Central Coop. Bank Ltd; Yamuna Nagar, may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorized in this behalf by RBI.

Borrowers, declare that the information and data furnished by us to The Yamuna Nagar Central Coop. Bank Ltd; Yamuna Nagar, are true and correct.

BORROWER UNDERTAKE THAT:-

(a) the Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and data disclosed by the bank in the manner as deemed fit by them; and
(b) the Credit Information Bureau (India) Ltd. and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

- 21. The Borrowers authorize the Bank to issue a mandate/direction to the borrower auditors to certify non-diversion/siphoning of funds out of loan facilities availed by the borrower. Borrowers also authorize the bank to issue mandate/direction to borrower's auditors also to certify the extent/amount of diversion/siphoning of funds out of loan facilities availed by borrower, if the auditors detect any diversion/siphoning of funds. The borrowers undertake to authorize the borrower's auditors to provide such certificates as required by bank at borrower's cost.
- 22. Any demand herein may be made on the borrowers by an officer of the bank or any notice in writing under the hands of any such officer either served personally on the borrowers or left at or sent by post to them at their address registered/available with the bank. Notice served on any one of the borrowers shall be deemed to have been served on all of them.

SCHEDULE I

Describe the particulars of property to be mortgaged. Attach also plan.	
---	--

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

BORROWER(S)

For The Yamuna Nagar Central Coop. Bank Ltd; Yamuna Nagar,

(To be stamped as an agreement not to be attested)

**Annexure- V
TRIPARTITE AGREEMENT**

This agreement is made at _____ this _____ day of _____ Two Thousand _____ BETWEEN (1) Sh _____ son of Sh _____ residing at _____ (hereinafter called "The Borrowers/ Lessor" which expression shall, unless excluded by or repugnant to the context, be deemed to be included his/her heirs, executors administrators and legal representatives) of the FIRST part (2) Sh _____ son of Sh _____ residing at _____ (hereinafter called "Lessee" which expression shall, unless excluded by or repugnant to the context, be deemed to be included his/her heirs, executors administrators and legal representatives) of the SECOND PART (3) The Yamuna Nagar Central Coop. Bank, B/o _____, having its head office being its Head Office, Sarojini Colony, Phase-II, Bye-Pass Road, Yamuna Nagar and inter alia a branch office at _____ (hereinafter called the bank which expression shall include its successors and assigns) of the THIRD PART.

WHEREAS the borrower has approached the bank for a Term Loan/Over Draft of Rs. _____, availed/being availed against mortgage of immovable property No. _____.

WHEREAS the bank has agreed to advance a sum of Rs. _____ by way of Term Loan/Over Draft for the above purpose inter-alia on the terms and conditions mentioned in the agreement dated _____.

NOW THIS AGREEMENT TO WITNESSETH AS UNDER:

1. The bank shall lend to the borrower a Term Loan/Over Draft of Rs. _____ (Rupees _____) as per terms and conditions of Term Loan/Over Draft agreement dated _____.
2. Lessee who is occupying property No. _____ situated at _____ confirms that he is aware of Lessor having availed/having agreed to avail Term Loan/Over Draft against hypothecation of lease Rentals, payable by the lessee. Lessee further agrees to make the payment of lease rentals in respect of the above property to bank by cheque in favour of The Yamuna Nagar Central Coop. Bank Ltd; Yamuna Nagar A/c. No. _____ from time to time.
3. Lessor hereby authorizes lessee to make payment to bank in the manner as stated in Para (2) above IN WITNESS WHEREOF the parties above named have hereunto set their hands on the dates specified in each case.

(Signature of the Borrowers/Lessor)

(Signature of the Lessee)

(Signature of the Bank)

THE YAMUNA NAGAR CENTRAL COOPERATIVE APEX BANK LTD;
YAMUNA NAGAR

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 Yamuna Nagar Central Coop. Bank, B/o _____ , having its head office being its Head Office, Sarojini Colony, Phase-II, Bye-Pass Road, Yamuna Nagar (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 _____ of _____ to Sh./Smt./Messrs _____ (hereafter called the Borrower(s)* on the terms & conditions contained. _____ AND whereas the Guarantor(s) has/have agreed to guarantee due payment of the amount due to the Bank in respect of the said limits of Rs._____

NOW THIS INDENTURE WITNESSETH AS UNDER:

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

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

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

5. The Guarantor(s) hereby consent(s) to the Bank renewing from time to time the said _____ limits of Rs._____ allowed to the Borrower(s) obtaining fresh documents from him/her/them closing the existing accounts, opening new accounts, or transferring the same or part thereof to any branch of the Bank. Notwithstanding this, the Guarantor(s) agree(s) and declare(s) that he/she/they shall remain liable to the bank for any indebtedness of the Borrower(s) under the renewed limit and terms and conditions of this deed shall apply and govern their liability under the renewed limit.
6. The Guarantor(s) further declare (s) that all dividends, compositions or payment received by the bank from Guarantor(s) or any other persons liable to him/her/them or

his/her/ their representative shall be taken and applied as payment in gross and the Guarantor(s) and his/her/their representatives shall have no right to claim the benefit of any such dividends, compositions or payment until full amount of all claims of the Bank against the Borrower(s) and his/her/their representatives which are covered by this guarantees shall have been paid.

7. No advance, overdraft or other credit facilities that the Bank may give to the Borrower(s) beyond the limit mentioned in Para No.1 above or obtaining of any other guarantee or security from the Borrower(s) shall determine, prejudice or lessen the liability of the Guarantor(s) hereunder.
8. The Guarantor(s) further agree(s) that any accounts settled between the Bank and the Borrower(s) or the balance admitted or confirmed by him/her/them or his/her/their authorized agents as due on the said accounts to the Bank will be conclusive and shall not be disputed or questioned by the Guarantor(s).
9. The Guarantor(s) authorize(s) and appoint(s) each of the borrowers or any person duly authorized by them as agent to confirm the balance due and acknowledge liability on his/her/their behalf as Guarantor(s) from time to time. The Guarantor(s) further agree(s) that any acknowledgement of liability made by Borrower(s) or any person duly authorized by him/her/ them to operate account or any of the co-guarantors as agent on behalf of the Guarantor(s) shall be binding on them for giving fresh start of limitation and also for admission of liability against him/her/them.
10. In case the Bank sells the hypothecated, pledged or mortgaged security/ies held in the loan account, the Guarantor(s) agree(s) that the Bank may sell said securities without giving any notice of such sale of the Guarantor(s). The Guarantor(s), agree(s) that he/she/they will not question the sale or the sale price in any manner or on any ground whatsoever.
11. In case the amount guarantee by the Guarantor(s) is paid by the Borrower(s) to the Bank and the Bank in consequence discharges the Guarantor(s) from all liabilities under this guarantee, but it is subsequently determined by a Court of Law or otherwise that the said payment was a fraudulent preference and the Bank is made to refund the said amount, the Guarantor(s) liability to the Bank on the basis of this guarantee shall revive to the same extent and in the same manner as if such payment had never been made.

12. The Guarantor(s) also agree(s) that the Bank may enforce the guarantee without enforcing, selling or realizing any of the securities kept under lien, hypothecated, pledged or mortgaged with it, notwithstanding that any bills or other instruments given by the Borrower(s) in the said account may be in circulation for collection and outstanding.
13. The guarantee hereby given shall not be determinable or taken as satisfied by the Guarantor(s) except on the terms of his/their making full payment up to 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 Yamuna Nagar Central Coop. Bank Ltd; Yamuna Nagar, of all or any such;

- m) Information and data relating to Guarantor(s);
- n) The information or data relating to guarantee to secure any credit facility availed of/to be availed, by borrower/s and
- o) Default, if any, committed by Guarantor(s), in discharge of his/her/their such obligation, as The Yamuna Nagar Central Coop. Bank Ltd; Yamuna Nagar 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 Yamuna Nagar Central Coop. Bank Ltd; Yamuna Nagar are true and correct.

Guarantor(s) undertake(s) that:-

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

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

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

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

Guarantor(s)

1.

Signature _____
Name _____
Occupation _____
Address _____

2.

Signature _____
Name _____
Occupation _____
Address _____

WITNESS:

- 3. _____
- 4. _____

For and on behalf of the Bank

LETTER OF HYPOTHECATION

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

Place:_____

Date:_____

The Manager,
BO:_____
The Yamuna Nagar Central Coop. Bank Ltd;
Yamuna Nagar

Dear Sir,

Reg: OD/Term Loan account No._____

1. I/We have availed/are availing the above loan/OD.
2. In consideration of your allowing/continuing the above facility. I/We hereby hypothecate the present and future book debts consisting of lease rentals/rents/license fees due/ that may be due from time to time from lessors/tenants/licensee occupying the premises No. _____ situated at _____.
3. I/We undertake to remit the rents received from time to time to the bank.
4. I/We will also direct the tenants to remit the rents by cheque favoring The Yamuna Nagar Central Coop. Bank Ltd; Yamuna Nagar,
5. I/We will furnish such statements and other particulars regarding rent payable and rent receipt from the occupants of his premises. The bank will have right to inspect the premises and ascertain such information as may be necessary.
6. The bank without being bound is entitled to act on behalf of the borrower and demand lease rentals etc. from the occupants.

Yours faithfully,

Borrower

LETTER OF AUTHORITY AUTHORISING THE EMPLOYER TO REMIT SALARY AND OTHER AMOUNT PAYABLE TO THE BANK

TO

REG:-----LOAN OF RS.-----/- (RS.-----only) A/C NO.-----
SANCTIONED TO ME BY THE YAMUNA NAGAR CENTRAL COOP. BANK LTD; YAMUNA NAGAR
B.O-----.

Dear Sir,

The above loan has been sanctioned to me by The Haryana State Coop. Apex Bank Ltd; Chandigarh.

* I hereby authorize you to remit my salary every month to The Yamuna Nagar Central Coop. Bank Ltd; Yamuna Nagar for crediting my Account No.-----.

* I hereby authorize you to pay a sum of Rs.----- (Rs.----- only) every month from my salary to The Yamuna Nagar Central Coop. Bank Ltd; ----- for credit to my aforesaid Loan Account No.-----with them.

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

Yours faithfully

PLACE-----
DATE-----

SIGNATURE-----
NAME OF EMPLOYEE-----
ADDRESS-----

* DELETE WHICHEVER IS NOT APPLICABLE.

LETTER OF AUTHORITY

The Manager,
The Yamuna Nagar Central Coop. Bank Ltd; Yamuna Nagar,
B.O. _____
_____.

Sir,

**REG: -----loan of Rs. _____/- (Rs.-----only)
Account No.-----.**

With reference to the above loan sanctioned to me, I hereby authorise you to debit a sum of Rs.-----
---..... (Rs _____only) every month to my _____ account
No. _____ with you and credit it to my aforesaid loan until the loan is fully adjusted.

The authority given to you is irrevocable unless and until the above said loan is repaid by me in full.

Thanking you,

Yours faithfully,

PLACE-----

DATE-----

SIGNATURE-----
NAME -----
ADDRESS -----

LETTER FOR DEPOSIT OF ADVANCE CHEQUES

PLACE _____
DATE _____

The Manager
 The Yamuna Nagar Central Cooperative Bank Ltd; Yamuna Nagar
 B.O. _____

Dear Sir,

REG: TERM LOAN A/C _____

To facilitate due payment of installments in the above Term Loan Account, I/we enclose herewith the following cheques. I/we am/are aware that dishonoring the cheque due to insufficiency of funds will entail criminal action, as per provisions of Law, without prejudice to Bank's other rights. Tendering of cheques will in no way absolve my/our obligation to pay the installments or the amount due as per terms agreed.

DATE OF CHEQUES**AMOUNT**

Yours faithfully,

BORROWER

P.S. Advance cheques may be received under the Scheme. The number, amount and dates of such cheques should synchronize with the number, amount and due dates of term loan installments. Such cheques should be drawn favoring "The Yamuna Nagar Central Cooperative Bank Ltd; Yamuna Nagar" and on the reverse of the cheque – "Payment of installment in term loan account _____" can be written.