

THE FATEHABAD CENTRAL COOP BANK LTD; FATEHABAD

M.T.LOAN SCHEME FOR PERSONAL LOAN.

1. Preliminary

The salient features of the scheme for grant of MT Loan to meet the urgent requirements of personal nature such as education, marriage of children, foreign travel, family functions, medical expenses, purchase of consumer articles etc. to all permanent Govt./Semi Govt./ Board /Corporation employees are as under:-

- a. Loan will be granted by way of medium term repayable in 48 monthly installments (EMIs).
- b. Loan installments will be deducted from the salary of the employee.
- c. Rate of interest will be decided by the bank from time to time. The amount of interest will be recovered by debiting the loan account on monthly rests.
- d. Applicant will give an undertaking to adjust the dues from the gratuity and leave encashment etc. payable to him/her.
- e. Loan facility will not be extended to the employee placed under suspension.
- f. The loan will be provided up to Rs.3.00 lacs or equal to twelve months salary (Basic Pay + Grade Pay+ D.A.) whichever is less.
- g. In case the disciplinary action is pending/ initiated, the loan application will not be considered.
- h. The applicant will be enrolled as nominal member of the bank;

2. Eligibility:

- a- The applicant should be a regular employee having service period of at least 5 years and/or the employee should have at least a remaining period of 5 years of his/her service.
- b- The amount of loan to be sanctioned will be determined subject to the stipulation that aggregate deductions from salary on account of installments for various loans, PF contribution, income tax and other statutory deductions do not exceed 50% of gross salary. In other words, the carry home salary of an employee under no circumstances should not be less than 50% of his/her gross emoluments.

3. Rate of Interest:

The current rate of interest chargeable shall be 15% PA and it can be changed at any time by the bank without any notice. If the account remains overdue for any reason, penal interest @ 3% over and above the normal rate of interest shall be charged on the overdue amount.

4. Documentations:

The following documents shall be submitted:-

- i) Loan application form.
- ii) KYC documents including PAN card.
- iii) Latest authenticated salary slip/ certificate.
- iv) Guarantor's information.
- v) Letter of authority (Form No.4)
- vi) Agreement deed
- vii) Form No.,5
- viii) Letter of hypothecation (if required) (Form No.6)
- ix) Pronote (Form No.7)
- x) Letter of authority authorizing the bank to utilize the dues of employee in case of retirement, dismissal (Form No.8)
- xi) Undertaking from the employer (Form No.3)
- xii) Irrevocable letter of authority (in duplicate) authorizing the employer to remit salary/installment and other amount payable to the Bank cum letter of acknowledgement from employer (wherever applicable
- xiii) Guarantee Deed.
- xiv) Any other information/document, which may be necessary, as per the requirement in each case.

5. Sanction of loan:

All the loan applications shall be forwarded to NFF Cell of Bank at HO Fatehabad by the Branch Managers with their recommendations for sanction of loan.

FORM NO.2
APPLICATION FOR PERSONAL LOAN.

To

The General Manager,
The Fatehabad Central Cooperative Bank Ltd.,
(THROUGH BRANCH OFFICE)

Subject: APPLICATION FOR PERSONAL LOAN.

Dear Sir,

I request you to grant me loan of Rs. _____
(Rupees _____) under your personal loan
scheme. I am eligible for the loan applied for under the scheme of personal loan being a permanent
employee of _____ (Name of department)
with complete service of _____ years.

I agree to deposit the prescribed processing fee/ margin / difference (if any) of amount
with Bank and to execute all the document as prescribed.

My monthly emoluments comprising of Basic Pay, D.A. are showed as under:-

Basic Pay	D.P./Grade Pay	D.A.	Other Allowance	Total	Deduction	Net carry Home Salary

I agreed to hypothecate aforesaid articles (if any) to be purchased as a security for securing
the said loan of Rs. _____ to be repaid in 48 monthly equal installments (EMIs)
along with interest @ _____ % .

I also agree to abide by all terms and conditions of the scheme as applicable from time to
time which I have read thoroughly.

I furnish the following documents as required under the scheme:-

1. KYC documents including PAN card.
2. Latest authenticated salary slip/ certificate
3. Employer's certificate certifying the applicant as permanent employee and there is no disciplinary
action is initiated/ pending against him.
4. Application for nominal membership with nominal fee deposit receipt.
5. Undertaking from the employer (Form No.3)

Thanking you,

Yours faithfully,

Date _____

Signature _____
Name _____
Designation _____
Name of Deptt. in which working at
Present _____
Permanent Home Address _____

The particulars given above by the applicant verified. He is eligible for the loan of Rs. _____
under the scheme. He is deposited Rs. _____ as nominal membership fee on dated _____
hence recommended for sanction.

Branch Manager
C.B.B.O.

THE FATEHABAD CENTRAL CO-OPERATIVE BANK LTD., FATEHABAD

Ref. No. NFF./2013-14/ _____

Date: _____

To,

Sh/ Smt _____ S/o/ D/O/ W/O _____

Designation _____ Name of department _____

Sub: Sanction of M.T. Personal loan.

Memo: Please refer to your application dated _____ for the above loan, we convey our sanction of loan worth Rs. _____ (Rupees _____ only) under following term and conditions:

1. The loan shall be repayable by the borrower with interest on EMI basis to the bank within Four years as per the repayment schedule. The loan installments (EMIs) will fall due on monthly basis.
2. The bank charge interest @ _____% P.A. with monthly rests and recovery by debiting your loan account, if it is not repaid well in time or non-observances of financial discipline of fragment of other terms and conditions of the loan sanctioned, the bank will charge **3%** over and above the stipulated rate as penal interest on the defaulted amount for the default period. However, the bank reserves the right to change the rate of interest at any time without any prior notice. You should open a saving bank account with our branch office _____
3. Before disbursing the loan, borrower will submit declaration / Affidavit that he had not availed any such type of loan from any other bank/ financial institution.
4. Before disbursing the loan, borrower will submit 10 loose cheques in favor of bank in lieu of loan installments.

The bank reserves to itself the right to add or delete any terms and conditions at any time. If the above terms and conditions are acceptable to you, you should submit the following documents to our bank branch office.

- i) Agreement deed
- ii) Form No.,5
- iii) Guarantor's information.
- iv) Letter of hypothecation (if required) (Form No.6)
- v) Pronote (Form No.7)
- vi) Letter of authority authorizing the bank to utilize the dues of employee in case of retirement, dismissal (Form No.8)
- vii) Undertaking from the employer (Form No.3)
- viii) Irrevocable letter of authority (in duplicate) authorizing the employer to remit salary/installment and other amount payable to the Bank cum letter of acknowledgement from employer (wherever applicable)
- ix) Guarantee Deed .
- x) Declaration regarding submission of loose cheques in favor of bank in lieu of loan installments.

General Manager.

Endst. No. NFF/2013-14/ _____

Dated: _____

Copy to:-

Branch Manager, B.O. _____ for information and with the following directions:-

1. You should complete all the procedural formalities and should ensure the genuinity and adequacy of the documents submitted by the applicant before disbursing the loan.
2. You should ensure before disbursement of loan that applicant as well as guarantors have been enrolled as associate members of the bank.

General Manager

EMPLOYER'S CERTIFICATE

To

The Manager,
The Fatehabad Central Cooperative Bank Ltd.,
B.O.

Certified that Sh. S/o Sh. Designation
is working in this department/ Institution presently posted at, **is a permanent employee**
since He is drawing basic pay Rs G.P. D.A.
Other allowance Total Rs. All deductions out of this pay Rs.
his P.F. / GPF A/C No. is date of birth is date of joining the
service is and confirmation of service is Further certified
that no disciplinary action/ charge sheet is initiated/ pending against him.

I undertake to deduct a sum of Rs.(Rupees)
Every month from and remit the same to your bank until the bank give in
writing not to make deduction. It is also certified that the above employee is not retiring within a
period of 5 years. It is also certified that in case of transfer of the applicant (loanee) the amount of
loan installments will be recovered from last salary/ will be marked in his LPC. If I fail to deduct
and remit the above amount to the bank, the bank is at liberty to take action against the
department to recover the same under section (iii) 45 of the Haryana Cooperative Societies act,
1984.

Further in case of retirement, resignation termination or death etc. of the employee the
Department will not release his / her benefits without the consent of bank until the loans are
adjusted fully.

Note: - Under the above referred section. The recovery of the loan amount shall be made
from the employer as arrears of land revenue.

Employer
Rubber Stamp of the Institution/Deptt.

Signature of Borrower

Signature _____
Branch Manager _____ Branch _____
(Signature of Borrower & Employer verified.)

Form No. -5
(Under section 45 of the Haryana Coop. Socs. Act. 1984)

Where as I, undertake that I have been enrolled as a nominal of The Fatehabd Central Cooperative Bank Ltd., Fatehabad have this day of 20..... I have received a loan of Rs. (Rupees) bearing interest at the rate of% P.A. I do hereby agree that my present employer as well as any subsequent employer shall be competent to deduct from the salary / wages / P.F. / Gratuity / Bonus payable to me by him, the whole amount or such a part of it as may be intimated to him by the said bank as the balance of loan and interest thereon outstanding against me.

In witness, whereof, I do hereby affix my hand on the day of specified therein before. I also undertake to keep those items in good condition and not to sale or otherwise dispose off the same during the period of the said loan.

I further undertake that assets purchased will be instated in the joint name of the borrower & the bank.

Place:

Dated:

Signature of the Borrower

Address

Name of the Deptt. / Institution.

.....

We below mentioned hereby undertake to be jointly and severally liable to the above mentioned Bank for the due repayment of this loan with interest in accordance with the above conditions and by laws of the bank. I / We hereby agree that on liability as sureties under this agreement shall not be impaired or diehard by reasons to any time or other indulgence granted by the bank to the said or by the agreement entrée into composition accepted by the Bank modifying by operation of loan or otherwise their rights and remedies under the above agreement.

Signature of Sureties	Signature of witness
1. Full Signature Name (in block letter) Father's Name Saving Bank Account No. Name of Bank Permanent Address Designation Department	1. Full Signature Name (in block letter) Father's Name Saving Bank Account No. Name of Bank Permanent Address Designation Department
2. Full Signature Name (in block letter) Father's Name Saving Bank Account No. Name of Bank Permanent Address Designation Department	2. Full Signature Name (in block letter) Father's Name Saving Bank Account No. Name of Bank Permanent Address Designation Department

LETTER OF HYPOTHECATION

Place:

Date:

To

The Manager,
The Fatehabad Central Co-operative Bank Ltd.,
B.O.

Sir,

In consideration of your bank granting me demand loan to the extent of Rs. on terms and conditions contained in the documents executed by me. I hypothecate and charge to the bank the following article as a security for the amount advanced and or to be advanced and remaining unpaid in the account with interest at the agreed rates and incidental charges.

The aforesaid goods have been purchased with the amount of loans advanced to me, it is agreed that the said goods shall remain and continue hypothecated and with the bank as security till the entire dues of the bank are repaid in full. I agree to hand over to you all bills / invoices / receipts concerning the purchase of the said article.

I agree not to mortgage, pledge, hypothecate part with or give on heir any of the article hereby hypothecated without bank's permission in writing so long as the loan is outstanding and I shall use the same only for my personal requirements.

I shall at all times or shall from time to time insured the For full value against fire & other risks as required by the bank with a insurance company or companies approved by me the bank and to deliver to you the policy or policies duly assigned. If for and reasons, the said article are not insured by me, it shall be lawful for the bank to insure the same and debit the amount of the premium paid to my loan account and the same shall carry interest as chargeable in the account.

I agree that the said hypothecated articles shall be kept installed and used by me at ... (place) in case of removal or shifting of the same to any other place. I agree to give you intimation before removal or shifting.

I agree that in case the amount of the loan demanded by the bank is not paid by me, it shall be lawful for the bank and its office to call upon me to deliver possession of the hypothecated articles. In case of default on my part, it shall be lawful for the bank and its officers to take possession of the hypothecated articles from me and to all the same by private contract of otherwise for adjustment of my account and I undertake to [pay the amount of shortfall, if any.

In case the hypothecated articles or any of them is lost or destroyed or other become unavoidable or untraceable on account of theft or otherwise for any reason, what so ever, the bank will have the right to immediately call upon me for repayment of the amount outstanding in the account not-withstanding the period of installment.

Thanking you,

Yours faithfully,

(Signature of the Borrower)

Name.....

Designation

Deptt.

Address

FORM NO-7

PRONOTE

I promise to pay The Fatehabad Central Cooperative Bank Ltd., Fatehabad or order the sum of Rs. (Rupees`.) for value received Interest there on @ Per annum from this day of payment in full with monthly rests, in 48 monthly installments.

Signature with Revenue Stamp

Name:

Address

PERFORMA NO. – 8

LETTER OF AUTHORITY AUTHORISING THE DEPARTMENT TO BE UTILIZE THE GRATUTY OTHER DUES PAYABLE TO THE EMPLOYEE WHEN HE CEASES EMPLOYMENT OF TOWARDS ADJUSTMENT OF PERSONAL LOANS.

To

Reg.: **Loan for Rs. _____ (Rupees _____)**
granted to me under the scheme for Personal loan.

Sir,

Whereas a loan of Rs. _____ Has been granted to me by The Fatehabad Central Cooperative Bank Ltd., Fatehabad to be availed by me at

And whereas I agree to authorize _____ (Department) to utilize the amount of gratuity, provident fund, GPF and bonus and all other dues whatsoever payable to me on my ceasing to be in the employment of the departments toward payment of the amount due on the aforesaid loan.

I hereby authorize you to pay the bank to the extent of the outstanding balance on account or principal and interest unpaid the amount of gratuity / provident fund / GPF etc. and all over dues whatsoever payable to me on my ceasing to be in the employment of the department / institution due retirement, termination of service, demise or any other reason whatsoever after demand by the bank to be utilized towards, payment of the outstanding, including the interest accruing due on the above loan.

This authority is irrevocable until the above loan with interest thereon is paid in full.

Thanking you,

Yours faithfully,

Place:

Date:

(Signature of the Borrower)

GUARANTOR'S INFORMATION

Recent
passport
size
photograph

- 1. Name of the guarantor _____
- 2. Father's/Husband's name _____
- 3. Permanent address _____

- 4. Office address _____

- 5. Date of Birth _____
- 6. Qualification _____
- 7. Is he/she is an income tax payer:-
Income Tax PAN No. _____ Voter ID No. _____
Passport No. _____ Driving Licence No. _____
- 8. Telephone Nos. _____ (R) _____ (O)
- 8. Type of guarantor: Self employed/Salaried/Professional (give details)

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

Having fully apprised myself of the particulars submitted in loan application dated _____ for personal loan to be considered by the Bank to Shri/Smt./Miss _____ Son/Wife/Daughter of Shri _____, I have decided to furnish my guarantee for repayment of the loan in case of default. I hereby declare that I know the above mentioned applicant (s) very well for the last _____ years. The information furnished by me is true and correct to the best of my knowledge & belief.

SIGNATURE OF GUARANTOR

Date :

Place :

AGREEMENT OF GUARANTEE

This agreement of Guarantee is made at _____ (Place)
this _____ day of _____ 20____ between:

1. _____ S/O/ W/O D/O _____ R/O _____
2. _____ S/O/ W/O D/O _____ R/O _____

(hereinafter called the Guarantor(s)' which term shall, wherever the context so permits mean and include his/their (heirs, successors, administrators, executors and assigns) of the first part and The Fatehabad Central Cooperative Bank Ltd. Fatehabad _____ Branch (hereinafter called the Bank)

Whereas at the request of Guarantor(s) the Bank has agreed to allow/continue enhance an accommodation by way of Personal Loan to _____ hereafter called the Borrower(s)* on the terms & conditions contained in sanctioned letter no. _____ Dated _____ 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 Personal Loan to the Borrower(s) at its _____ Branch on terms and conditions contained in sanction letter No. _____ Dated _____ 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 the Borrower(s) or by the Guarantor(s) of any or them including costs (as aforesaid) of enforcement or attempted enforcement of payment by suit or otherwise or by sale or realization of any security for the said indebtedness or otherwise however 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/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/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 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/them or making any composition with him/them or promising to give him/them time are not sue him/them and to the Bank parting with any security it may hold for the guaranteed debt. The Guarantor(s) also agree(s) that he/they shall not be discharged from his/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/their rights as guarantor(s) or any 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/they are guarantor(s) only, the guarantor(s) agree(s) that as between the Bank and guarantor(s) they are debtor(s) jointly with the borrower(s) and accordingly he/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/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/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/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/they shall remain liable to the 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 Borrower(s) or any other person or persons liable to him/them or his or their representative shall be taken and applied as payment in gross and the Guarantor(s) and their representatives shall have to 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) of his/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 lesion 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/them or his/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 to operate account and also each of the co-guarantors as agent to confirm the balance due and acknowledge liability on his/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/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/them.

10. In case the Bank sells the hypothecated, pledged or mortgaged security/ies held in the account, the Guarantor(s) agree(s) that the Bank may be said securities without giving any notice of such sale of the Guarantor(s). The Guarantor(s), agree(s) that he/they will not question the sale or the sale price in any manner or on any ground whatsoever.
11. In case the amount guarantee by the Guarantor(s) is paid by the Borrower(s) to the Bank and the Bank in consequence discharges the Guarantor(s) from all liabilities under this guarantee, but it is subsequently determined by a Court of Law or otherwise that the said payment was a fraudulent preference and the Bank is made to refund the said amount, the Guarantor(s) liability to the Bank on the basis of this guarantee shall revive to the same extent and in the same manner as if such payment had never been made.
12. The Guarantor(s) also agree(s) that the Bank may enforce the guarantee without enforcing, selling or realizing any of the securities kept under lien, hypothecated, pledged or mortgaged with it, notwithstanding that any bills or other instruments given by the Borrower(s) in the said account may be in circulation for collection and outstanding.
13. The guarantee hereby given shall not be determinable or taken as satisfied by the Guarantor(s) except on the terms of his/their making full payment upto the limit of his/their guarantee for any then outstanding liabilities or obligations on the said account. The guarantee shall not be affected by his/their death or insanity until the Bank shall have received formal authentic notice in writing thereof.
14. If the Guarantor(s) has/have or shall hereafter take any security from the Borrower(s) in respect of his/their liability under this guarantee, the Guarantor(s) will not prove in the liquidation of the Borrower(s) in respect thereof to the prejudice of the Bank and such security shall stand as security and shall be forthwith deposited with the Bank.
15. So long as any money remains owing under this guarantee, the bank shall have lien on all moneys standing to the credit of guarantor(s) and on any securities or goods in the hands of the bank belonging to any of the Guarantor(s) and the Bank shall be entitle to appropriate/set off/realize to same.
16. The absence of infirmity in the borrowing powers on the part of the Borrower(s) or any irregularity whatsoever in the exercise thereof shall not affect the liability of the Guarantor(s) and any moneys advanced to the Borrower(s) shall be deemed to be due and owing notwithstanding such absence, infirmity or irregularity and this guarantee shall not be affected by any changed in the name or constitution of the Borrower(s). It is further expressly agreed that this guarantee shall remain enforceable against the Guarantor(s) irrespective of the fact whether the contract between the Borrower(s) and his/their creditor is enforceable at law or now. It is also expressly agreed that in case the guarantee given by the Guarantors cannot be enforced or becomes unenforceable at law for any reason whatsoever, the guarantee given hereunder be enforced as an indemnity against the Guarantor(s) and he/they agree(s) and undertake(s) indemnify and reimburse the Bank for any loss, damages, costs and other charges which the Bank may have to recover the realize from the Borrower(s) in his/their accounts with it.
17. Any notice by the Bank in writing under this guarantee or a demand in writing shall be deemed to have been duly given to the Guarantor(s) be sending the same by post addressed to him/them at the address hereunder written and shall be effectual notwithstanding any chance of residence or death and notwithstanding the notice therefore to the Bank and such demand shall be deemed to have been received by the Guarantor(s) 24 hours after the posting thereof and shall be sufficient to prove that the letter containing the demand was properly addressed and posted.
18. The Guarantor(s) agree(s) that a copy of account of the principal debtor(s) contained in the Bank books of account signed by the Manager for the time being of the office at which such accounts shall be kept or any officer of the Bank shall be conclusive

evidence against him/them of the account for the time being due to the Bank from the principal debtor(s) in any accounts or other proceedings brought against him upon this guarantee.

In witness whereof the Guarantor(s) and the Bank have set their hands hereunto on _____ day of _____ 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 (IN DUPLICATE) FROM BORROWER AUTHORISING THE EMPLOYER TO REMIT SALARY/INSTALLMENT AND OTHER AMOUNT PAYABLE TO THE BANKCUM LETTER OF ACKNOWLEDGEMENT FROM EMPLOYER.

To

(Employer of the applicant)

REG; PERSONAL LOAN of Rs. _____
(Rupees _____)
Sanctioned to me by The Fatehabad Central Cooperative Bank Ltd.

Dear Sir,

The above loan has been sanctioned to me by The Fatehabad Central Cooperative Bank Ltd. _____ Branch.

I hereby authorize you to pay a sum of Rs. _____ (Rupees _____ only) every month on account of loan installment from my salary to The Fatehabad Central Cooperative Bank Ltd. _____ Branch for credit to my aforesaid loan A/c No. _____ with them.

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

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

Yours faithfully,

SIGNATURE _____

NAME OF EMPLOYEE _____

ADDRESS _____

PLACE _____

Dated _____

(EMPLOYER)

(Signature of the Officer authorized to disburse salary and allowances.)

PLACE : _____

DATED: _____

The Branch Manager
The Fatehabad Central Cooperative Bank Ltd.

BO _____

Dear Sir,

REG: TERM LOAN A/c : Name _____

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.

Cheque Number	Date of Cheques	Amount
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

Yours faithfully,

(BORROWER)

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

(SIGNATURE OF APPLICANT)

Name _____

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

TERM LOAN AGREEMENT

This loan agreement is made on this _____ day of _____ 20__ between Shri/Smt. _____ S/o/ D/o/W/o _____ R/o _____ borrower' which terms shall, unless repugnant to the context, include his/her and each of his/her legal heirs, representatives, executors, administrators, successors and assigns) of the ONE PART and The Fatehabad Central Cooperative Bank Ltd. Fatehabad. Branch _____ (HEREINAFTER CALLED "The Bank" which expression shall, unless repugnant to the context, include its successors and assigns) of the OTHER PART.

WHEREAS the borrower has approached the Bank for a terms loan of Rs. _____ (Rupees) _____ to meet his/her personal needs.

WHEREAS the Bank has agreed to advance a sum of Rs. _____ (Rupees _____) by way of term loan on the terms & conditions mentioned below:-

NOW THIS AGREEMENT WITNESSETH AS UNDER

1. The Bank shall lend to the borrower a term loan of Rs. _____ (Rupees _____). The Bank shall be entitled to disburse the loan in stages.
2. (i) The borrower shall repay the said term loan including interest in 48 equated monthly installments (EMIs). The first installment shall be payable one month after the disbursement of the loan.
(i) Notwithstanding the repayment of the loan and interest in installments and other charges in the manner as stipulated herein, the borrower shall remain liable to pay any balance

outstanding after adjustment of the above payments and such balance outstanding, if any, shall be payable along with last installment.

3A. The borrower shall pay interest at _____% with monthly rests. Interest payable by the borrower and periodicity of rest shall be subject to changes/variations in interest rates and periodicity of rest made by the Bank from time to time. I agree to bear and pay the processing fees of Rs. _____ or as prescribed by the bank from time to time. I also agree to bear and pay an associate membership fees of Rs. _____ presently or as prescribed by the Bank from time to time. The processing fee once deposited will not be refunded.

3B. Interest shall be calculated on the daily balance due to the Bank in the said account and shall be charged on the account on the last working day of the month so long as the debt herein incurred is not paid by the borrower in its entirety and will form part of the principal and carry interest at the above mentioned rate.

3C. The borrower agrees to bear and pay interest tax as may be payable at the rate in force. The Bank shall have the discretion to decide the manner of computation of interest tax and charging thereof in the account.

4A.(I) The borrower agrees 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 from 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 with the terms & conditions of the loan/of this agreement.
III) In case the account becomes irregular or any other reasons whatsoever, on the amount outstanding from the date of default/account becomes irregular.

4B. Charging of additional interest shall be without prejudice to any other right available to the Bank.

5. *(i) The borrower authorizes the Bank to debit a sum of Rs. _____ (Rupees _____) every month to my SB account No _____ with the bank and credit it to the aforesaid loan account until the loan is fully repaid/ adjusted. Authority given by the borrower to the bank is irrevocable unless and until the loan is repaid by him in full.

*(ii) The borrower will authorize his/her employer to remit his/her salary every month to the bank for crediting to his/her above account.

*(iii) The borrower hereby deposits post-dated cheques to facilitate the due payment of installments in the above loan account as per the schedule to this agreement.

(*Delete, if not applicable)

The borrower is willing to make the payment of regular equated monthly installment of his/her loan account as referred to above, through participation in Electronic Clearing Service (ECS) of National Clearing Cell of RBI. The borrower authorizes the Bank to raise the debits against the equated monthly installments of the loan as referred to above from his/her SB account No. _____ at _____ Bank (Give name and address of the Bank) through ECS for adjusting against credit in his/her loan account. The borrower understands that in the event of Bank not realizing payment from ECS for any reason whatsoever, he/she has to pay monthly EMI to the Bank by cash or cheque, without prejudice to pay interest for delay.

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

To facilitate collection of installment in the event of non-receipt of payment of EMI by ECS, the borrower has provided the Bank with _____ number of undated cheques for the amount of EMI each. The borrower authorize the Bank to fill up the dates as and when required and without being bound, collect the payment of such cheques to meet the EMI defaults.

6A. The Bank shall be entitled at its option to recall the entire outstanding together with interest and other charges in the following cases.

- a. In case the borrower defaults in payment of any installment or interest.
- b. In case the borrower contravenes any of the terms & conditions of the loan and/or of this agreement.
- c. In such other cases/circumstances as the Bank may deem fit and proper.

6B. In the event of the Bank exercising its power to recall as aforesaid, the borrower undertakes that irrespective of the period for which the loan is made, the borrower shall pay to the Bank immediately after demand whereby the recall is made, the balance then outstanding on the said account together with interest and all other charges due there under.

7A. The Bank shall always be at liberty to stop making advances at any time without previous notice and without assigning any reason even though the term loan limit has not been fully availed.

7B. That the borrower undertakes and agrees that he/she will not raise any further loan from any other branch of the Bank or any other bank under the same or similar scheme till full repayment of personal loan, without consent of the Bank.

8. That the amount due to the Bank on this account shall be payable by the borrower at _____ Branch office of the Bank where the account is maintained or at the Head Office of the bank at Fatehabad.
9. That incidental charges at the rate fixed by the Bank from time to time at its discretion shall be debited to the said account for half year or part thereof and will form part of principal and carry interest at the same rate as of the amount advanced.
10. The borrower agrees and hereby gives to the Bank during the currency and for the payment of the said term loan account, a general lien and right to set off and combine accounts without notice and charge on all movable property of every description coming into their possession on account of the borrower for the time being held by the Bank on behalf of the borrower whether singly or jointly with others in India or elsewhere including, without prejudice to the generality, any monies, bullion, deposits, deposit receipts, promissory notes, bill of exchange, cheques, railway receipts, Govt. bills and other documents of every description.
11. That any demand herein may be made on the borrower by an officer of the Bank or any notice in writing under the hands of any such officer either served personally on the borrower or left at or sent by post to him/her at his/her address registered/available with the Bank.
12. The borrower hereby agrees as a pre condition of the loan/advance given to him by the Bank that in case he commit/s default in the repayment of loan/advance or in the repayment of interest thereon or any of the agreed installments of the loan on due date(s), the Bank and/or the Reserve bank of India will have an unqualified right to disclose his/her name as defaulter in such manner and through such medium as the Bank in their absolute discretion may think fit.
- 13(i) The borrower understands that as a pre-condition, relating to grant of the loan/advances/other non-fund based credit facilities to the borrower/s, the Bank requires the borrower's consent for the disclosure by the Bank of information and data relating to the borrower/s, the credit facilities availed of/to be availed, by the borrower, obligations assumed/to be assumed, by the borrower, in relation thereto and default, if any, committed by the borrower in discharge thereof.
- (ii) Accordingly, the borrower hereby agrees and gives consent for the disclosure by the Bank of all or any such:
 - a) Information and data relating to borrower.
 - b) The information and data relating to any credit facility availed of/to be availed by the borrower/s and;

c) Default, if any, committed by the borrower in discharge of the borrower's such obligation, as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd;. And any other agency authorized in this behalf by RBI.

(ii) The borrower declares that the information and data furnished by the borrower to the bank are true and correct.

(iii) The borrower undertakes that:

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

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

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

Authorized signature
(For and on behalf of bank)

Borrower

1. Witness: _____

Name & Address _____

2. Witness: _____

3. Name & Address _____

