



The Haryana State Cooperative Apex Bank Ltd.

**PERSONAL LOAN SCHEME FOR HARYANA
SCHOOL SHIKSHA PARIYOJNA PARISHAD
STAFF**

**The Haryana State Cooperative Apex Bank Ltd.
SCO-78-80, Bank Square, Sector-17 B, Chandigarh.**

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PERSONAL LOAN SCHEME FOR HARYANA SCHOOL
SHIKSHA PARIYOJNA PARISHAD STAFF

1. PURPOSE

To meet the urgent personal financial needs such as education, family functions, medical expenses etc.

2. ELIGIBILITY CRITERIA

- Contractual employees of Haryana School Shiksha Pariyojna Parishad.
- The borrower's place of posting must be in Chandigarh or Distt. Panchkula.
- The applicant must have completed at least five years of service on contractual basis.

3. FINANCIAL ELIGIBILITY

- Net monthly pay must be at least INR 20,000.
- Provide a salary account statement for the last six months from any bank to verify account conduct and other borrowings.
- Submit salary slips/certificates for the last three months, duly verified by the employer and signed by the authorized officer. The mode of salary payment (cash, cheque or bank transfer) must also be specified.
- Submit income tax returns (ITRs) for the last two years (if applicable).

- Provide a certificate or letter of employment from the applicant's department.
- Applicant must have a CIBIL score of 650 or above.

4. NATURE AND AMOUNT OF LOAN

A term loan with a maximum limit of Rs.5,00,000/- or 15 times of the gross salary whichever is lower.

5. MARGIN: - NIL

6. REPAYMENT PERIOD: –

Maximum tenure of five years (60 EMIs) comprising principal and interest.

EMI payments start one month after loan disbursement.

Six postdated cheques (if applicable) must be submitted for ECS registration or recovery of late installments.

7. RATE OF INTEREST

The interest rate will be decided by the bank and may be revised at its discretion.

8. PENAL INTEREST

Additional 3% per annum on the default amount over and above the normal interest rate.

9. LATE PAYMENT CHARGES: -

Cheque /ECS return charges:INR 250/- (plus applicable taxes) per instance.

10. PROCESSING FEES: -

0.50% of the loan amount(payable after loan sanction).

11. PRE-PAYMENT CHARGES: -NIL.

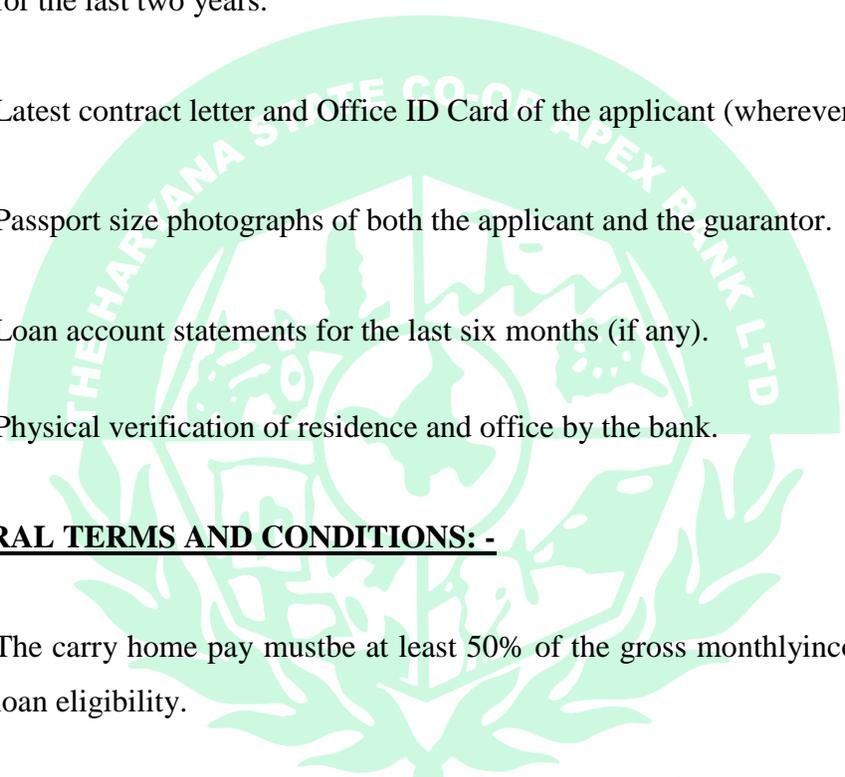
12. LOCK-IN PERIOD: -Six months lock-in period from the date of disbursement.

13. SECURITY: -

- i) Third Party guarantee of one sound surety. The Guarantor must have CIBIL Score of 650 or above. The guarantor must be a regular tax payee and permanent resident of Chandigarh or Panchkula.
- ii) Irrevocable letter of authority from the borrower authorizing the employer to remit monthly installments to the bank.

14. DOCUMENTATION

- i) TWO ID proofs (PAN, AADHAAR, VOTER ID, PASSPORT, or DRIVING LICENCE) for both applicant and guarantor.

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- ii) TWO residential proofs for both the applicant and guarantor (can include PAN, AADHAAR, VOTER ID, PASSPORT, DRIVING LICENCE, or RENT/LEASE AGREEMENT). Address proofs for both permanent and current residences are mandatory.
 - iii) Income proof for both the applicant and the guarantor, such as salary slips or ITRs for the last two years.
 - iv) Latest contract letter and Office ID Card of the applicant (wherever applicable).
 - v) Passport size photographs of both the applicant and the guarantor.
 - vi) Loan account statements for the last six months (if any).
 - vii) Physical verification of residence and office by the bank.

15. GENERAL TERMS AND CONDITIONS: -

- The carry home pay must be at least 50% of the gross monthly income to calculate loan eligibility.
- The borrower's salary account must be with HARCO Bank and cannot be shifted until the loan is closed.
- Loan top-ups may be available during the loan tenure after adjusting the previous loan balance.

- Permanent and current addresses must be documented, with current address proof provided if renting.
- Loan sanctioning is at the sole discretion of the bank.
- The borrower and guarantor must become associate members of the bank.
- In case of default, the borrower and guarantor will be jointly and severely liable.
- All disputes shall be settled under the sole jurisdiction of the Chandigarh/Panchkula.

Any other information/document which may be necessary as per the requirement in each case.

16. CHECK LIST (PL – Contractual. Employees)

- i) Loan application form---- **Annexure-I.**
- ii) Term loan Agreement---- **Annexure-II-A (Article 5 Agreement on stamp paper INR 100).**
- iii) At least 2 ID proof of the following from both applicant and guarantor:
 - **PAN**
 - **AADHAAR**
 - **VOTER ID**
 - **PASSPORT**
 - **DRIVING LICENCE**
- iv) Guarantee Deed along with complete KYC document of the guarantor **Annexure-III (Article 5 Agreement on stamp paper INR 100).**

- v) Irrevocable letter of authority----- **Annexure IV**
- vi) Letter of deposit----- **Annexure V**
- vii) Affidavit ----- **Annexure-VI (Article 5 Agreement on stamp paper INR 10).**
- viii) Revival letter.
- ix) Balance confirmation certificate.
- x) ITRs of last two years (wherever applicable)
- xi) Statement of account of prospective borrower minimum for last six months.
- xii) Last three months' authenticated Salary Slip/Certificate.
- xiii) Residential proof of both applicant and guarantor.
- xiv) Income proof of guarantor.
- xv) Any other information/document, which may be necessary, as per the requirement in each case.
- xvi) Rent deed/electricity bill wherever applicable.
- xvii) Physical verification at residence and office address is mandatory by branch incumbent.
- xviii) Office I Card of the applicant wherever applicable.
- xix) Contract letter of the department of the applicant.



Annexure -I

THE HARYANA STATE COOP.APEX BANK LTD; CHANDIGARH

**Application Form for Personal Loan for Haryana Shiksha
Pariyojna Parishad Staff**

Photograph of
Applicant

B.O. _____ Date of application _____

Loan Account No. _____

Amount of loan applied for

1.	Applicant's name	
2.	Father's/Husband's Name	
3.	(a) Permanent address	
	(b). Correspondence address	
	(c) Office	
4.	Telephone Nos.	
	a) Residence	
	b) Office	
	c) Mobile	
5.	(i) Income Tax Pan No.	
	(ii) Voter ID No.	
	(iii) Passport No.	
	(iv) Driving License	
	(v) Aadhar No.	

	(vi) CIBIL Score	
6.	Age (years) & D.O.B.	
7.	Marital status	<input type="checkbox"/> Single <input type="checkbox"/> Married
8.	Educational Qualification	
9.	A-(i) House ownership: Owned(Self/spouse)_____ Owned (Parents)_____ Others _____	
	B- Is the house mortgaged <input type="checkbox"/> At Cost <input type="text"/> Market value	
	C- Value of house :-	
10.	(a) Years at current residence :-	
	(b) Period of stay at present posting :-	
11.	Security	
	Guarantor Information a) Name _____ b) Designation _____ c) Department _____ d) CIBIL Score _____ e) Date of Retirement _____	
12.	Employer information and annual income details :- a) Name of the employer _____ b) Years with current employer _____ Year; Since when _____ c) Years with previous employer _____ Year ; From _____ To _____ d) Total Length of service _____ e) Whether the post is transferable outside Chandigarh/Haryana State _____ f) Designation _____ Since: _____ g) Gross Salary _____ h) Net Salary _____	
13.	Average saving balance in last six months	
14.	Salary account details of Applicant	

	a) Salary Account No. _____ b) Name of Bank _____ c) Amount Outstanding as on date _____ Amount _____
15.	Other loans taken (including previous loans from HARCO Bank):- Loan amount Rs. _____ Present O/standing Rs. _____ Whether regular _____ Monthly repayment (Rs.) _____
16.	Detail of Personal loan requested from HARCO bank
	a) Purpose of loan _____ b) Amt. of loan _____
17.	Repayment period
18.	Mode of payment <input type="checkbox"/> Advance cheques <input type="checkbox"/> Standing instructions/ECS
19.	Other Information: Details of your spouse: a) Name of the Spouse: _____ Mobile No. _____ b) Occupation/Profession: _____ c) Annual Income Gross: _____ Net: _____ d) Is She/he furnishing guarantee ? <input type="checkbox"/> Yes <input type="checkbox"/> No e) Income Tax Pan No. _____
20.	Name, Address & Telephone Numbers of Two reference:- Reference (I) _____ Reference (II) _____
21.	Details of any pending court cases of Banks/Financial Institution <input type="checkbox"/> Yes <input type="checkbox"/> No
22.	Details of Assets: a) Cash _____ b) Deposit in Bank _____ c) Movable Assets _____ d) Immovable Assets _____

23.	<p>I request for sanction of loan of Rs. _____ as Personal Loan on the basis of information given above.</p> <p>I declare that all the particulars and information given in the application form are true, correct and complete and upto date in all respects and I have not withheld any information. I confirm that I have/had no insolvency proceedings initiated against me nor have I ever been adjudicated insolvent. I confirm that I had never been awarded an adverse judgment or decree in a court case involving breach of contract, tax malfeasance or other serious misconduct and never been a defaulter with The Haryana State Coop. Apex Bank Ltd; Chandigarh/ other financial institution. I agree to bear and pay the processing fees of _____ or as prescribed by the bank from time to time. The processing fee once deposited will not be refunded. I also agree to bear and pay an associate membership fees of Rs.110/- presently or as prescribed by the Bank from time to time. "I authorize The Haryana State Coop. Apex Bank Ltd; Chandigarh or its agent to make references and queries relating to information in this application, which The Haryana State Coop. Apex Bank Ltd; Chandigarh considers necessary. I also authorize The Haryana State Coop. Apex Bank Ltd; Chandigarh or it's agent to make information relating to my loan details and repayment history information to other Banks/financial institutions/credit Bureaus/agencies as may be required and shall not hold The Haryana State Coop. Apex Bank Ltd; Chandigarh liable for use of this information. I undertake to inform The Haryana State Coop. Apex Bank Ltd; Chandigarh regarding any change in my residence/employment and to provide any further information that The Haryana State Coop. Apex Bank Ltd; Chandigarh may require.</p> <p>I have read and have been advised the terms & conditions relating the scheme for Personal Loan and I hereby agree to be bound by these rules or by the revised additional terms & conditions which may at any time hereafter be made while the loan obtained by me is still outstanding.</p>
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I also agree to pay interest as applicable and charged by the bank.

Yours faithfully,

Signature & name of applicant

Note: All columns of the form should be properly filled up and supporting documents wherever required should be attached.

“FOR OFFICE USE ONLY”

BO _____

BRIEF CONFIDENTIAL REPORT OF INDIVIDUALS (BORROWER/GUARANTOR)

<u>Sr. No.</u>	<u>Particulars</u>	<u>Borrower</u>	<u>Guarantor</u>
1.	Name & Address of Borrower/ guarantor		
2.	Purpose of loan & Amount		
3.	Details of Immoveable Property		
	(a) Situated at		
	(b) Whether encumbered/ unencumbered		
	(c) Present Market Value (Approx.)		
	(d) Source of verification		
4.	Past dealings with the Bank		
5.	Market report on borrower/guarantor		
6.	Any other relevant information		

COMMENTS/RECOMMENDATIONS OF BRANCH MANAGER

(Mention the date of visit at Borrower(s) residence/work place).

BRANCH MANAGER

Appraisal Form
HARCO BANK BRANCH
APPRAISAL -CUM-VERIFICATION REPORT

<u>Particular</u>	<u>Borrower</u>	<u>Guarantor</u>
Loan requirement/ applied by Borrower		
Name		
Date of birth/age		
Correspondence address		
Permanent address		
Contact no		
Aadhar No.		
PAN Card No.		
Post/designation (if applicable)		
Place of posting (if applicable)		
Department (if applicable)		
Length of service in present job (completed years)		
i)Date of joining (if applicable)		
ii)date of retirement (If applicable)		
CIBIL SCORE		
Salary Account, if any:		
i) Account No. :		
ii) Name of Branch:		
Total salary/income (gross)		
Deduction		
Net salary/income		
___% of salary/ income		
Loan eligibility as per gross pay	Max. Limit Rs. 3.00 lakh or 15 times of the gross salary whichever is lower. Gross Pay Rs. _____/-*15 time = Rs. _____/- Loan applied Rs. _____/- which is within the eligibility limit under the scheme.	
Eligibility as per net income	<u>Net salary– (50% of Gross Salary+other deductions)</u> EMI per Lakh for ___ months at applicable ROI.	
Eligibility Amount		
Loan applied		
Interest rate to be charged (%)		
Repayment period		

Loan EMI		
Excess deduction, if any, in PF over the permissible limit		
Net salary / income (take home pay/income after paying EMI)		
Loan outstanding, if any:		
i) Loan Amount :		
ii) Name of the Bank :		
KYC verified	Yes	Yes
Employer's certificate / confirmation regarding job & length of service ensure	Yes	Yes
All photocopies of required of various documents submitted by borrower & guarantor have been self attested.	Yes	Yes
All photocopies of required various documents obtained from borrower & guarantor have been verified from original Sh./Smt., Br. Mgr.	Yes	Yes
List of Documents:		

Branch Manager/Acctt./Jr. Acctt. Visited the office/residence of Borrower on dated:

Guarantor on dated:

Verified the documents and found correct by the Branch Manager, Branch Sector- _____, regarding service and salary of borrower and guarantor.

Recommended the loan for Rs. _____/-.

Verified by Sh./Smt.

Designation : Branch Manager

With Stamp

Signature

Annexure-II

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

THE HARYANA STATE COOP. APEX BANK LTD;CHANDIGARH

TERM LOAN AGREEMENT

(for Personal loan)

This loan agreement is made on this _____ day of _____ 20__ between
Shri/Smt. _____ S/o, D/o/W/o
_____ R/o _____

(hereinafter called as “the 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 Haryana State Coop. Apex Bank Ltd; having it Head Office Sector-17 B, Chandigarh and its interalia Branch Office at Panchkula / Chandigarh (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) _____ only) 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) _____ only). The Bank shall be entitled to disburse the loan in stages.
2. (i) The borrower shall repay the said term loan including interest in _____ equated monthly installments. The first installment shall be payable one month after the disbursement of the loan or as fixed by the bank.
(ii) 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 _____ % p.a. (Fix) with monthly rests with reset clause. The reset clause is as under :-

The borrower agrees to pay the processing fees of Rs. _____ Plus taxes, if any, or as prescribed by the bank

from time to time. The borrower also agrees to bear and pay an associate membership fee of Rs.110/- 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 agree 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. The borrower agrees to pay penal interest at 3% p.a. with agreed rests as under:-

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

b)The borrower agrees to pay late payment charges as under:-

Cheque bounce/ECS return charges Rs. 250/- (Plus taxes if any) per instance.

c)In case of default in furnishing statements/returns as prescribed by the bank.

a. In case of default in complying with the terms & conditions of the loan/ of this agreement.

b. 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 penal 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 _____ only) every month to my SF/ CA/OD accounts No. _____ with the bank and credit it to the aforesaid loan account until the loan is fully 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-I to this agreement.

(*Delete, if not applicable)

iv Collection of loan installment through ECS(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 SF/CA/OD 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 thereunder.
- 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 _____ office of the Bank where the account is maintained or at the Head Office of the bank at Chandigarh.

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

(iv) 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.

SCHEDULE-I

DATE OF CHEQUES*

AMOUNT

- 1.
- 2.
- 3.
- 4.
- 5.

Borrower

FOR THE BANK

***Note :**

Advance cheques may be obtained under the Scheme. The number, amount and dates of such cheques should be synchronize with the number amount and dates of term loan installments. Such cheques should be drawn favouring the Haryana State Cooperative Apex bank Ltd; B/o _____ Chandigarh/Panchkula and on the reverse of the cheques, payment of installment in term loan account No. _____ can be written.

Annexure-III

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

THE HARYANA STATE COOPERATIVE APEX BANK LTD; CHANDIGARH

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 Haryana State Coop. Apex Bank, B/o _____ Panchkula/Chandigarh, having its head office being its Head Office, Bank Square, Sector 17-B, Chandigarh (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 Guarantor(s) hereby declare(s) that this guarantee shall be a continuing guarantee and remain operative in respect of each of the said limits severally and may be enforced as such in the discretion of the Bank, as if each of the facilities/limits had been separately guaranteed by him/her/ them. This guarantee shall not be considered as cancelled or in any way affected by the fact that at any time or from time any of the said accounts may show on liability against the Borrower(s) or may even show credit in his/her/their favour but shall continue and remain in operation in respect of all subsequent transactions till the accounts are closed.

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

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

5. The Guarantor(s) hereby consent(s) to the Bank renewing from time to time the said _____ limits of Rs. _____ allowed to the Borrower(s) obtaining fresh documents from him/her/them closing the existing accounts, opening new accounts, or transferring the same or part thereof to any branch of the Bank. Notwithstanding this, the Guarantor(s) agree(s) and declare(s) that he/she/they shall remain liable to the bank for any indebtedness of the Borrower(s) under the renewed

limit and terms and conditions of this deed shall apply and govern their liability under the renewed limit.

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

13. The guarantee hereby given shall not be determinable or taken as satisfied by the Guarantor(s) except on the terms of his/their making full payment upto the limit of his/their guarantee for any then outstanding liabilities or obligations on the said account. The guarantee shall not be affected by his/their death or insanity until the Bank shall have received formal authentic notice in writing thereof.
14. If the Guarantor(s) has/have or shall hereafter take any security from the Borrower(s) in respect of his/their liability under this guarantee, the Guarantor(s) will not prove in the liquidation of the Borrower(s) in respect thereof to the prejudice of the Bank and such security shall stand as security and shall be forthwith deposited with the Bank.
15. So long as any money remains owing under this guarantee, the bank shall have lien on all moneys standing to the credit of guarantor(s) and on any securities or goods in the hands of the bank belonging to any of the Guarantor(s) and the Bank shall be entitle to appropriate/set off/realize to same.
16. The absence of infirmity in the borrowing powers on the part of the Borrower(s) or any irregularity whatsoever in the exercise thereof shall not affect the liability of the Guarantor(s) and any moneys advanced to the Borrower(s) shall be deemed to be due and owing notwithstanding such absence, infirmity or irregularity and this guarantee shall not be affected by any 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 Gaurantor(s) consent/s for the disclosure by the Bank of information and data relating to Guarantor(s) of the credit facility availed of/to be availed, by the Borrower/s, obligations assumed/to be assumed, by the

Guarantor(s), in relation thereto and default, if any, committed by the Guarantor(s), in discharge thereof.

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

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

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

Guarantor(s) undertake(s) that:-

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

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

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

Guarantor(s)

1.

2.

Signature _____

Signature _____

Name _____

Name _____

Occupation _____

Occupation _____

Address _____

Address _____

WITNESS:

1. _____

2. _____

For and on behalf of the Bank

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 Haryana State Coop. Apex Bank Ltd; Chandigarh
B.O. _____.

Respected Sir / Madam,

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 Haryana State Coop. Apex Bank Ltd; Chandigarh 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 Haryana State Coop. Apex 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-V

LETTER OF DEPOSIT WHERE CHECK OFF FACILITY IS NOT AVAILABLE -

The Branch Manager

The Haryana State Coop. Apex 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 dishonouring 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 favouring Harco 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. _____

Annexure-VI

(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 Haryana State Coop. Apex Bank Ltd; Chandigarh 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 therefrom.

Verified at _____ on this _____ day of _____ 20

DEPONENT

REVIVAL LETTER

To

The Branch Manager,
The Haryana State Coop. Apex Bank Ltd.,
Branch Sector _____ Chandigarh/Panchkula.

(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

Balance & Security Confirmation from Borrower(s)

The Branch Manager,
The Haryana State Coop. Apex Bank Ltd.,
Branch Sector _____ Chandigarh/Panchkula.

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 undermentioned 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) upto 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 upto 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) upto 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) _____

Address(es) _____

Place _____

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 Shri _____ & Shri _____ be and are hereby jointly or severally authorized to confirm, acknowledge and admit the company's indebtedness and debit balance to the Haryana State Coop. Apex Bank Ltd., Chandigarh 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 Shri _____ & Shri _____ 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 Haryana State Coop. Apex Bank Ltd., Chandigarh 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 Haryana State Coop. Apex Bank Ltd., Chandigarh, Branch Office Sector _____ Chandigarh/Panchkula.

Certified true copy
Chairman/Secretary
(Authorised Signatory)

Balance & Security Confirmation from Guarantor(s)

Space for affixing
Stamp Duty

The Branch Manager,
The Haryana State Coop. Apex Bank Ltd.,
Branch Sector _____ Chandigarh/Panchkula.

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.				

Details of other securities, if any :-

I/we further confirm and acknowledge having received the statement of account(s) in the above mentioned account(s) of the borrower(s) and details of interest/and other charges, charged by the bank in the credit facilities/loan account(s) upto 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 upto the date of debit balance above mentioned loan account(s) of the borrower(s). 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) upto 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 documents including guarantee(s), executed shall be in force and binding for the loan/credit facility(ies).

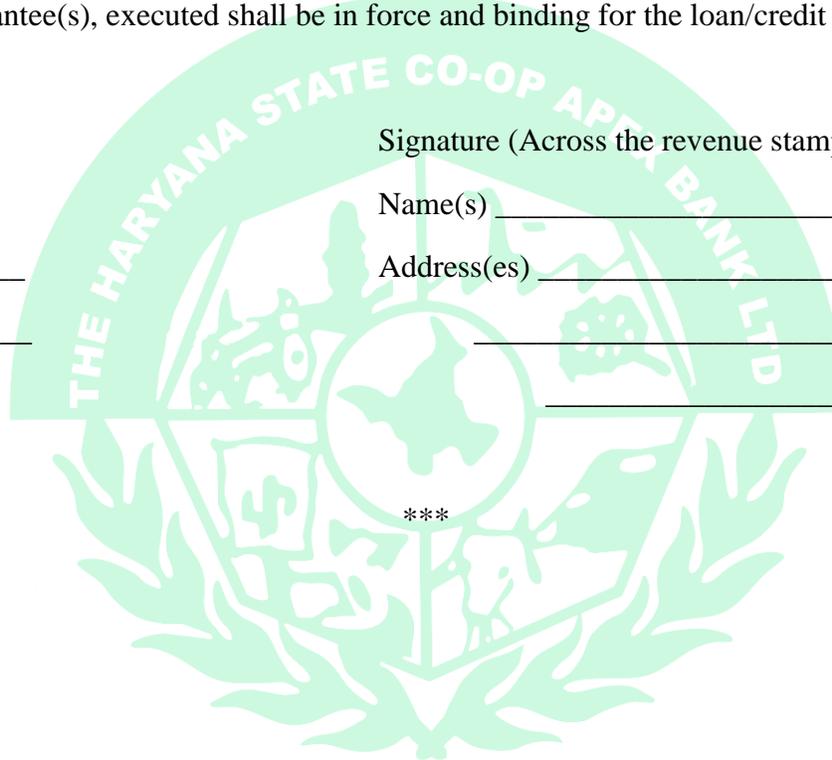
Signature (Across the revenue stamp)

Name(s) _____

Address(es) _____

Place _____

Date _____



Annexure to Balance & Security Confirmation to be obtained from Guarantor

Copy of the resolution passed by the Board of Directors of _____ in their meeting held at _____ a.m./p.m.at _____ on _____ .

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.

Resolved that Shri _____ & Shri _____ be and are hereby jointly or severally authorized to confirm, acknowledge and admit the debit balance confirmation and acknowledgement of debit balance to the Haryana State Coop. Apex Bank Ltd., Chandigarh, Branch Office Sector _____, Chandigarh/Panchkula as under, which is being confirmed and acknowledged on the basis of statement of account(s) received in the account(s) Shri/Smt./M/S _____ (Name of the Borrower) from the bank and has 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).

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

Other securities, if any :-

Further resolved that Shri _____ & Shri _____ be and are hereby jointly or severally authorized, empowered and competent to admit, confirm and acknowledge the document(s) executed by/on behalf of the company as Guarantor in the loan account of Shri/Smt./M/S _____ (Name of the borrower) and that the 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 Haryana State Coop. Apex Bank Ltd., Chandigarh, Branch Office Sector _____ Chandigarh/Panchkula for their records.

Certified true copy

Chairman/Secretary
(Authorised Signatory)
