

Personal Car Loan scheme

1. PURPOSE

To purchase:

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

2. ELIGIBILITY

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

NOTE:-

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whose NPA of previous financial year exceeds to 5% subsequent sanction of loans by the branch will automatically stand withdrawn only till the NPA percentage improves to below 5%.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

- (v) The minimum length of service must be completed of 3 years.

2.4 MINIMUM INCOME CRITERIA FOR INDIVIDUALS

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

OR

Subject to change from time to time.

3. EXTENT OF LOAN

- 3.1 Maximum Rs. 20.00 Lakhs or 20 times of gross salary whichever is lower.

- 3.2 Nature of Loan - Term Loan

4. MARGIN

- 4.1 For New Vehicle: 10% of Ex-show room price

- 4.2 For Old Vehicles: 10% of the value of the vehicle.

- 4.2.1 (Valuation of old vehicles to be done at current invoice price of the new vehicle less depreciation @ 15% p.a. on straight line method.

5. REPAYMENT PERIOD:

- 5.1 For New Car/Van/Jeep/MUV/SUV: The loan amount together with interest is to be repaid maximum in 84 equated monthly installments comprising of principal and interest commencing from the succeeding month.

- 5.2 For Old Car/Van/Jeep/ MUV/SUV: The loan amount together with interest is to be repaid maximum in 60 equated monthly installments.

- 5.3 Repayment to be ensured within 65 years of age subject to regular income of the borrower.

- 5.4 In case the loan is allowed to joint borrowers, it be ensured that atleast one of the joint borrower(s) is able to repay the loan alongwith interest upto the maximum prescribed age, i.e., within 65 years.
6. PERMISSIBLE DEDUCTION:
- 6.1 Repayment should be fixed on a realistic basis, which should not exceed the prescribed limit of Net Monthly Salary/Income (NMS/I) of the borrower(s).
- 6.2 NMS/I is equal to {Gross Salary / Income– Statutory Deductions such as Income Tax, Professional Tax, Other Tax Liabilities, PF etc.} For this purpose, all deductions including the proposed Car Loan installment should not exceed the prescribed ceiling as under:-
- i) The carry home pay (including deduction of proposed personal loan installment) of an employee drawing salary upto Rs. 10.00 lakhs annually under no circumstances should be less than 50% of his/her gross emoluments;
 - ii) The carry home pay (including deduction of proposed personal loan installment) of an employee drawing salary above Rs. 10.00 lakhs annually under no circumstances should be less than 40% of his/her gross emoluments;
7. REGULARITY OF INCOME:
- 7.1(a)For Salaried class:- Latest salary slip, Form16/ITR for the last 3 years be taken, perused and placed on record. Assessment of Loan/ Repaying capacity be arrived at on the basis of latest salary slip;
- (b)For businessmen :- latest 3 years ITR Returns
- 7.2 Obtain last 6 month's salary account statement of prospective borrower. CA / SB statement of last 6 months in case of businessmen.
- 7.3 The regularity of income of borrowers over the entire span of loan should be clearly established before sanction of loan.
- 7.4 Salary certificates must be independently verified from HR Deptts. of the concerned office by the BM/ Acctt./JA.
- 7.5 Further, Specific CARE be exercised in respect of IT returns showing SUDDEN SPURT in the salary/ income levels. Recommending/

sanctioning authority to fully satisfy himself/ herself before considering acceptance of such income/ salary. Justification/ basis of the same be provided in the recommendation/ sanction note.

- 7.6 Illustrative charts indicating Equated Monthly Installment to cover repayment of principal and interest have been provided with the scheme.
- 7.7 For Recovery/ Repayment of EMIs - Obtain PDCs equivalent to EMIs of loan. Further, Branch Managers are advised to take few additional cheques as security. However, such instruments are to be used only for purpose of taking legal action under Payment and Settlement Act.
8. Rate of Interest on Car Loans – Fix rate option
- 8.1 For Public :- For new Car
- | | |
|-------------------------------|---------------|
| CIBIL Score 800 and above | 8.75% p.a. |
| CIBIL Score 700 and below 800 | 9.00% p.a. |
| CIBIL Score 600 and below 700 | 9.25% p.a. |
| CIBIL Score below 600 | not accepted. |
| CIBIL Score (0 to – 1) | 9.25% p.a. |
| CIBIL Score (1 to upto 5) | 9.25% p.a. |
- 8.2 For Harcobank employees:- For new Car
- | | |
|-------------------------------|---------------|
| CIBIL Score 800 and above | 8.25% p.a. |
| CIBIL Score 700 and below 800 | 8.55% p.a. |
| CIBIL Score 600 and below 700 | 8.75% p.a. |
| CIBIL Score below 600 | not accepted. |
| CIBIL Score (0 to – 1) | 9.25% p.a. |
| CIBIL Score (1 to upto 5) | 9.25% p.a. |
- 8.3 For Harcobank employees:- For old Car 11.25% p.a.

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

9. PENAL INTEREST

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

10. LATE PAYMENT CHARGES :-

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

11. PRE-PAYMENT CHARGES :- NIL

12. PROCESSING FEES :-

- a) For Public :- Rs. 1000/- plus taxes per vehicle
- b) Harcobank Staff: NIL

Processing fee charges should be obtained before disbursement of loan

13. INSURANCE:

The vehicle will be comprehensively insured by the borrower with the joint name of the bank and the policy be renewed every year for the market value or at least 10% above the loan amount outstanding, whichever is higher. A copy of the Insurance Policy as well as every renewal will be supplied to the bank by the borrower. The borrower will be personally responsible for any lapse in this respect. In case the insurance policy is not renewed on time, the entire outstanding loan will become immediately payable/recoverable by/from the borrower.

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

15. GUARANTEE

- The vehicle purchased will be hypothecated in favour of the bank and the borrower will be responsible to get the necessary entries in this regard made in the registration record within one month. The copy of the Registration will be essentially furnished to the bank, for bank's record, after recording of bank's hypothecation charge therein. Third party

- guarantee of the spouse or other legal heir will be provided. The borrower will also provide at least one Post Dated Cheque as security for the entire loan amount sanctioned. At least one employee of Govt. of Haryana or its Board, Corporation etc. will also stand surety to the loan amount.
 - The guarantor (s) CIBIL Score below 600 is not acceptable.
16. DISBURSEMENT: It should be personally ensured by the Incumbent that draft representing cost of the vehicle is delivered to authorized dealer/seller of the vehicle and receipt/bill in joint names is obtained. While making delivery of the proceeds of the vehicle, an undertaking from the Dealer/ Authorized agent be obtained and held on record that in case of cancellation of booking of vehicle for whatsoever reason, the proceeds shall be refunded directly to the Bank and in any case should not be refunded/ handed over to the borrower.
17. GENERAL:
- 17.1 Finance will be provided for purchase of vehicle of indigenous/foreign makes.
- 17.2 The intending borrower will be required to deposit the difference of the cost of the vehicle and amount of loan and bank will pay the entire price of the vehicle to the seller direct on behalf of the borrower. Advance, if any, paid for booking of the vehicle shall be taken as a part of margin.
- 17.3 Driving license of the borrower may not be insisted upon. An undertaking that the vehicle would be driven by a valid driving license holder to be obtained.
- 17.4 a) The loan will be disbursed within one month from the date of sanction;
- b) KYC norms of prospective borrower / s as well as guarantor(s) must be complied;
- Salaried employees, statement of account should be of that account, in which their salary is being credited. This is to facilitate ascertaining general conduct of the account including other borrowings.

17.5 Three months' liability of other Bank loan can be waived while calculating the loan eligibility.

FOR HARCObANK EMPLOYEES ONLY

- i) Employees at the time of availing loan should be posted at Chandigarh and Panchkula;
- ii) If an employee transferred to DCCBs, the installment of loan will be serviced through LPC procedure / or PDCs.

18. DOCUMENTATION/ CHECK LIST:

The following documents to be obtained:

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

OR

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

- Description of the vehicle to be hypothecated;
- An undertaking that the vehicle would be driven by a valid driving license holder to be obtained.

EMI CHART**THE HARYANA STATE COOPERATIVE APEX BANK LTD; CHANDIGARH**Monthly installment of loan of Rs. 1.00 Lakh at different interest rates for different loan repayment periods

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

THE HARYANA STATE COOPERATIVE APEX BANK LTD; CHANDIGARH**Application Form for Car Loan**

Branch Office: _____ Date of Application: _____

| Part – I Applicant/Co- Applicant information | | | | | |
|----------------------------------------------|---------------------------------|-----------------------------------------------------------------------|---------|--------------------------------------|--------------------------------------------------|
| Amount of loan Rs. _____ (Rupees _____ only) | | | | | |
| 1. | Applicant's/Co-Applicant's Name | Last: | First : | Middle: | Recent Self Attested Photograph of the applicant |
| 2. | Father's/ Husband's Name | | | | |
| 3. | i)Address | | | | |
| | a)Residence Present*: | City/location _____ District _____ Pin Code _____ Country _____ | | | |
| | b)Office | City/Location _____ District _____ Pin Code _____ Country _____ | | | |
| | c)Residence Permanent | City/Location _____ District _____ Pin Code _____ Country _____ | | | |
| | d)E-mail ID | | | | |
| | e)Mobile No. | | | | |
| 4. | Telephone No. (with STD Code) | | | | |
| | a) Residence: | | | | |
| | b) Office: | | | | |
| | c)Mobile No. | | | | |
| 5. | Income Tax Pan No.* | | | | |
| | (i) Voter ID No.* | Any one of these | | | |
| | (ii) Passport No.* | | | | |
| | (iii) Driving Licence | | | | |
| | (iv) Aadhaar No. | | | | |
| 6. | Individual Type | <input type="checkbox"/> Salaried | | <input type="checkbox"/> Businessman | |
| 7. | a) Age (yrs) | | | | |

| | | | | |
|-----|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------------|
| | b) Date of Birth (dd/mm/yyyy)*: | | | |
| | c) Gender (male/female) | | | |
| | d) Marital Status | <input type="checkbox"/> Single <input type="checkbox"/> Married | | |
| | e) Number of dependents in the household | | | |
| | f) Earning Member, if any, in family excluding applicant | | | |
| | g) Banking with us | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, a/c no. _____ Branch _____ | | |
| 8. | Qualification/Education | <input type="checkbox"/> Matriculation <input type="checkbox"/> Intermediate <input type="checkbox"/> Graduation <input type="checkbox"/> PG <input type="checkbox"/> Ph.D. | | |
| 9. | Whether relative of Staff / Director of bank | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 10. | Residence Ownership | <input type="checkbox"/> Owned (self/spouse) <input type="checkbox"/> Owned (Parents) <input type="checkbox"/> Other | | |
| 11. | Years at current residence* | | | |
| 12. | Collateral security provided? | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 13. | Type of collateral | <input type="checkbox"/> Property | <input type="checkbox"/> NSC/LIC Policy | <input type="checkbox"/> Other |
| 14. | Value of collateral (Rs.) | Rs. _____ | Rs. _____ | Rs. _____ |
| 15. | Type of borrower | <input type="checkbox"/> Salaried <input type="checkbox"/> Businessman | | |
| | Name of the employer | For salaried | | For businessman |
| | | _____ | | _____ |
| | Length of Service / duration of current business | _____ | | _____ |
| | | _____ | | _____ |
| | *Date of Retirement | _____ | | |
| | *Designation | _____ | | |
| | Annual Income (Rs.) | Gross | | Net |
| | | _____ | | _____ |
| | d) Annual deductions (statutory savings, IT etc in Rs.)* | _____ | | |
| 16. | Other loans taken (including previous loans from Harcobank) | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | Present o/s Rs. _____ | | |

* Delete if not applicable

| | | |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| 17. | Spouse Information | |
| | a) Name of the spouse: | _____ office Tel 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. (if any) | _____ |
| 18. | Details of Car Loan requested from Harcobank | |
| | a) Vehicle to be purchased | Type : _____ Make: _____ Model: _____ |
| | b) Total Cost of the Vehicle: | Rs. _____ |
| | c) Margin/Applicant's Contribution | Rs. _____ |
| | d) Loan amount | Rs. _____ |
| | e) Name & Address of the dealer to whom the payment is to be made | _____ _____ |
| 19. | Repayment Period (yrs) | |
| 20. | Monthly installment a) Amount (Rs.) | |
| | b) Mode | <input type="checkbox"/> Advance Cheques <input type="checkbox"/> Standing instructions |
| 21. | Guarantor : Whether available ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 22. | Name of the applicant borrower in whose name vehicle to be got registered (Applicable only in case of joint borrowers) | |
| | <p>I/We request for sanction of loan of Rs. _____ for purchase of _____ (name of vehicle) on the basis of information given above.</p> <p>It is declared that:</p> <p>The information given in the loan application is true and nothing has been concealed. The undersigned undertakes to inform the Bank any change in my residence / office address and to provide any further information that the Bank may require. The undersigned has been informed of the charges / fee to be levied by the Bank and agrees to pay upfront fee, documentation charges, etc. as applicable and charged by the bank. The undersigned hereby agree to be bound by these terms and conditions or by the revised additional terms and conditions which may at any time hereafter be made while the loan obtained by me/us is still outstanding.</p> <p>I/We have read and have been advised the terms and conditions relating the scheme for financing _____ (name of the vehicle) and I/We hereby agree to be bound by these rules or by the revised additional terms and conditions which may at any time hereafter be made while the loan obtained by me/us is still outstanding.</p> | |

In case the loan is sanctioned I/We authorize The Haryana State Coop. Apex Bank Ltd; BO: _____ to remit the total cost of vehicle to M/s _____ . I/We have deposited/agreed to deposit with the bank the difference between the total cost of vehicle and the amount of loan sanctioned and also agree to comply with all other prescribed formalities and also agree to pay processing charges as applicable and charged by the bank.

Yours faithfully,

Signature and name(s) of applicant(s)

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

THE HARYANA STATE COOPERATIVE APEX BANK LTD; CHANDIGARH

| PART-II Guarantor's Information | | | |
|---------------------------------|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Name | | |
| 2. | Father's/ Husband's Name | Recent Photograph | |
| 3. | i)Address | | |
| | a)Residence Present*: | _____ _____ City/Location _____ District _____ Pin Code _____ Country _____ | |
| | b)Office | _____ City/Location _____ District _____ Pin Code _____ Country _____ | |
| | c)Permanent address | _____ City/Location _____ District _____ Pin Code _____ Country _____ | |
| | d)E-mail ID | | |
| | e)Mobile No. | | |
| 4. | Telephone No. (with STD Code) | | |
| | a) Residence: | | |
| | b) Office: | | |
| 5. | Age (years) | | |
| 6. | Date of birth | | |
| 7. | Gender (Male/Female) | | |
| 8. | Qualification | | |
| 9. | Is he/she is an Income-tax payer? | | |
| 10. | Income Tax PAN no.* | Any one of 10,11 or 12 | |
| 11. | Voter ID No*. | | |
| 12. | Passport No.* | | |
| 13. | Driving Licence No.* | | |
| 14. | Type of guarantor | <input type="checkbox"/> Self Employed <input type="checkbox"/> Salaried <input type="checkbox"/> Professional <input type="checkbox"/> Others | |
| 15. | (a)If Self Employed / Professional | His/her firm is | <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Pvt. Ltd. Co. <input type="checkbox"/> Others |
| | | Years in Business | |
| | | Total Income in Last 2 yrs | Last year |

| | | | |
|--|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| | (b) If Salaried | He/she works for | |
| | | Designation | |
| | | Name & Address of the Employer _____ _____ _____ | |
| | Salary a/c with Harcobank | <input type="checkbox"/> Yes <input type="checkbox"/> No, If yes, 16 Digit account no. and if no details of Salary Account with Bank, Branch and Account No _____ | |
| | Total Annual Income (Rs.) | Last Year: | Year before last: |
| | a) Salaried | | |
| | b) Businessman | | |

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

17. Having fully apprised myself of the particulars submitted in loan application dated _____ for _____ (mention purpose) loan of Rs.. _____ to be considered by the Bank to Shri/Smt./Miss _____ Son/ wife/Daughter of Shri _____

I have agreed to furnish my guarantee for repayment of the loan. I hereby declare that I know the above mentioned applicant (s) very well for the last _____ no. of years. The information furnished by me is true and correct to the best of my knowledge & belief.

Date:

(Signature and name of Guarantor)

Place:

THE HARYANA STATE COOPERATIVE APEX BANK LTD; CHANDIGARH

FOR OFFICE USE ONLY:

BO _____.

Credit Information Report : No. _____ Score _____

Borrower _____

Guarantor : _____

Any Adverse report, if so :
detail thereof :

Whether KYC norms in respect of all :
Applicants/co a applicants/guarantors
Have been complied with :

Comments/recommendations of Appraising Officer

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

Recommended for sanction of a Car/Vehicle Loan of Rs. _____ favouring Sh./ Smt./
Km. _____ for purchase of
_____ (Name of the Vehicle) from
_____ (Name of the Supplier) subject to terms &
conditions mentioned above. The loan is proposed to be guaranteed by
Sh./Smt./Km. _____/
collaterally secured by _____. The loan shall
be repayable in _____ Equated Monthly Installments (EMIs) of Rs. _____ commencing
w.e.f. _____. The applicable rate of interest @ _____, processing fee
Rs. _____ which be communicated through a Sanction Letter and
acknowledgement may be obtained and kept on record.

(Signature and name of Appraising Officer)
Jr. Acctt. Acctt.

Orders of the Sanctioning Authority
Branch Manager

(Signature and name of sanctioning authority)
Branch Manager

Place: _____

Date: _____

THE HARYANA STATE COOPERATIVE APEX BANK LTD; CHANDIGARH

BO: _____

Date: _____

To,

Respected Sir/ Madam,

YOUR APPLICATION FOR PERSONAL CAR LOAN – SANCTION LETTER

We are pleased to inform that we have sanctioned a car Loan of Rs. _____ in your favour for _____ purchase of new Car _____ on the undernoted terms & conditions:-

| SANCTION TERMS | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|----------------------------------------------------------------------|--|
| Sanctioned Amount | | | |
| Rate of Interest | | | |
| Type of Interest | Fixed | | |
| Margin | 10% | | |
| Repayment Tenor | | | |
| Number of EMIs | | | |
| Repayment to be commenced from | | | |
| Amount of EMI | | | |
| Processing fee | Rs. | Documentation fee | |
| Credit Information Report Charges | | | |
| Security | Guarantor(s) | | |
| | Primary | | |
| | Collateral | | |
| Prepayment Penalty | NIL | | |
| Penal Interest, if any | After 15 days of default | 3% p.a. on default amount over and above the normal rate of interest | |
| Late Payment Charges | Rs. 250/- (Plus taxes if any) After 15 days of default | | |
| Cheque Bounce Charges | Rs.250/- (Plus taxes if any) Per cheque. | | |
| *Vehicle purchased to be hypothecated to the bank and copy of RC be submitted within three months after that Rs. 2500/- p.m. will be charged as penalty plus taxes if any. | | | |

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

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

For The Haryana State Coop. Apex Bank Ltd; Chandigarh

Authorized Signatory

(to be stamped as an agreement

Not to be attested)

THE HARYANA STATE COOPERATIVE APEX BANK LTD; CHANDIGARH

LETTER OF HYPOTHECATION
(FOR CAR LOAN)

Place-----

Date-----

The Manager,
The Haryana State Coop. Apex Bank Ltd;
B.O. _____

Respected Sir,

In consideration of the Bank allowing/ agreeing to allow an advance by way of term loan of Rs. _____ (_____) (the "Loan") for purchase of _____ (mention the name and description of the vehicle, its make and registration etc.), I/We _____ (name/s) son/ daughter/ wife of Shri _____ resident of _____,

hereinafter referred to as the "Borrower" which shall, unless the context otherwise requires, include his successors and assigns), hypothecate to the Bank the vehicle (the "Hypothecated Vehicle") as security for the payment of the Loan along with interest, cost and other charges. (The term Borrower, in case there is more than one borrower, shall include each one of them in which case their liability shall be JOINT & SEVERAL). The Borrower hereby agrees as under:-

1. The Bank is authorized to disburse the Loan direct to the vendor, whose bonafides have been verified by the Borrower, together with the contribution/margin money which has already been deposited with the Bank and the Bank will not be liable for any misdeed, wrongdoing or deficiency in service and/or in the vehicle on the part of the vendor.
2. The Hypothecated Vehicle shall be used for personal use and will not be sold, given on lease or on hire or otherwise parted with the possession or encumbered in any way till the repayment of the Loan.
3. (i) The Borrower agrees that the amount of the Loan together with interest will be paid by him regularly in _____ number of Equated Monthly Installments (the "EMI") of ` _____ (_____) comprising of principal and interest and the first EMI shall become due for payment commencing _____.

4. *(i) The Borrower irrevocably authorizes the Bank to recover the amount of EMI and other charges from his SF/CA /OD accounts no. _____ maintained at the Bank's BO: _____ until the Loan is fully repaid and adjusted. The Borrower further undertakes to keep sufficient balance in his said account for recovery of the EMI by the Bank.

*(ii) The Borrower agrees to authorize his employer to remit his salary to the Bank's BO _____ for crediting to his above account.

*(iii) The Borrower hereby deposits post-dated cheques to facilitate the due payment of the EMIs of the Loan as per the Schedule hereunder.

*(iv) The Borrower is willing to make the payment of EMIs of the Loan, through participation in Electronic Clearing Service (ECS) of National Clearing Cell of RBI and authorizes the Bank to raise the debits against the EMIs from his SF/CA/OD account No. _____ maintained at BO: _____ of _____ Bank (Give name and address of the Bank) through ECS for repayment of the Loan and understands that in the event of the Bank not realizing payment from

ECS for any reason whatsoever, the Borrower shall pay the EMI to the Bank by cash or cheque along with the interest for the delayed period.

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 the EMIs in the event of non-receipt of the EMIs by ECS, the Borrower has provided the Bank with _____ number of undated cheques for the amount of the EMIs. The Borrower authorizes the Bank to fill up the dates as and when required, but without being bound, to collect the cheques to meet defaults in payment of the EMIs.

*Delete, if not applicable.

5. The Borrower agrees that in case the Loan is pre-paid by availing loan from other bank/FI, he will bear and pay the prepayment charges at ____% of the outstanding amount of the Loan pre-paid.

6. Notwithstanding the above, in case the Borrower fails to pay any three EMIs (not necessarily consecutive) or in the case of contravention of any of the terms and conditions herein or in case the Hypothecated Vehicle is lost or destroyed or otherwise becomes unavailable or untraceable as a result of theft or otherwise for any reason whatsoever, it shall be lawful for the Bank to recall by a demand in writing the entire outstanding amount in the Loan account and the Borrower shall pay the same notwithstanding the period of EMIs fixed as aforesaid.

7. INTEREST OF RATE OPTIONS - FIX

7.1 The interest shall be calculated on daily balance basis due to the Bank and shall be charged monthly so long as the amount due is not repaid in its entirety and shall form part of the principal and carry interest at the Applicable Interest Rate.

8. Notwithstanding the above, if the Bank, on the request of the Borrower, in its discretion decides to make available to the Borrower the option of application of lower rate of interest, as applicable to fresh Loans under the Scheme, it is open to the Bank to charge and levy a Switchover Fee at the rate prescribed by the Bank.

9. The Borrower agrees to pay penal interest at 3% p.a. with agreed rests in case of default in:

a) Payment of interest and/or any installment on the due dates,

a.i

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

a.ii LATE PAYMENT CHARGES :-

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

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

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

b) Furnishing information as prescribed/called for by the Bank; or

c) Non-compliance of any other terms & conditions

d) Besides this, the Bank shall have the option to recall the entire outstanding and the Borrower undertakes to pay the amount outstanding upon demand by the Bank.

10. The Borrower also agrees that in case the amount outstanding in the Loan account is not paid by him after demand in writing by the Bank, it shall be lawful for the Bank and its officers to call on him and take possession of the Hypothecated Vehicle.

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

11. The Borrower undertakes to keep the Hypothecated Vehicle insured for its full value by taking comprehensive policy in the joint names of the Bank and the Borrower with agreed Bank clause with any Insurance Company approved by the Bank. The Borrower shall produce the relevant policy or policies of insurance along with receipt of premium paid to the insurance company from time to time for its inspection regularly. In case the Borrower fails to keep the Hypothecated Vehicle insured and to produce such policy or policies and receipts to the Bank, the Bank shall be at liberty, but not bound, to effect such insurance and pay such premium at the Borrower's expense by debiting to the Loan account and the amount of premium shall form part of the Borrower's indebtedness to the Bank under the Loan and be secured fully by the hypothecation hereby created.

12. The Borrower further declares and agrees: -

a) that upon any money becoming payable under the policy, the Bank shall be entitled to receive the same.

b) that the receipt of the Bank shall be a complete and good discharge of the insurance company;

c) that any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the company and the insured or any of them arising under or in connection with the insurance policy if made by the Bank shall be valid and binding on all parties, but not so as to impair the right of the Bank to recover the full amount of any claim it may have on other parties and

d) that any sum received under such insurance shall be applied in or towards liquidation of the amount due to the Bank on account of the Loan, interest and other charges as aforesaid and in the event of there being a surplus the same shall be refunded to the Borrower, if no other amount is due from him.

13. The Hypothecated Vehicle will be got registered with the appropriate transport authority in the joint names of the Bank and the Borrower.

14. The Borrower agrees and hereby gives to the Bank during the currency and for the payment of the Loan, a general lien and right to set off; and combine accounts without notice; and charge on all movable property of every description coming into the Bank's possession on account of the Borrower for the time being held by the Bank on behalf of the Borrower whether singly or jointly with others in India or elsewhere including, without prejudice to the generality, any monies, bullion, deposits, deposit receipts, promissory notes, bill of exchange, cheques, railway receipts, Govt. bills and other documents/securities of every description.

15. That any demand herein may be made on the Borrower by an officer of the Bank or any notice in writing under the hands of any such officer either served personally on the Borrower or left at or sent by post to him at his address registered/available with the Bank.

16. The Borrower hereby consents that in case he commits default in repayment of the Loan, the Bank/RBI can disclose his name in such manner and through such medium, as they deem fit. The Borrower further consents for disclosure of his name by the Bank to any credit information company, as deemed fit.

SCHEDULE

DATE OF CHEQUES* AMOUNT

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

Yours faithfully,

Signature-----

Name-----

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

IRREVOCABLE LETTER (IN DUPLICATE) OF AUTHORITY FROM BORROWER
AUTHORISING THE EMPLOYER TO REMIT SALARY/INSTALMENT AND OTHER
AMOUNT PAYABLE TO THE BANK CUM LETTER OF ACKNOWLEDGEMENT FROM
EMPLOYER

To

REG: _____ LOAN OF _____
(_____) A/C No. _____
SANCTIONED TO ME BY The Haryana State Coop. Apex Bank Ltd; Chandigarh.
B.O. _____

Respected Sir,
The above loan has been sanctioned to me by The Haryana State Coop. Apex Bank Ltd;
Chandigarh. *I hereby authorise you to remit my salary every month to The Haryana State
Coop. Apex Bank Ltd; Chandigarh BO: _____ for crediting my account No.
_____.

*I hereby authorise you to pay a sum of ` _____ (_____
_____ only) every month from my salary to The Haryana State Coop. Apex Bank Ltd;
Chandigarh BO: _____ for credit to my aforesaid loan account No.
_____ with them.

I hereby authorise 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; Chandigarh, BO: _____ 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,

PLACE: _____
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 authorised to disburse salary and allowance
PLACE : _____
DATED: _____

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

To

REG: _____ LOAN OF _____

(_____) A/C No. _____

SANCTIONED TO ME BY The Haryana State Coop. Apex Bank Ltd; Chandigarh. B.O. _____

Respected Sir,

The above loan has been sanctioned to me by The Haryana State Coop. Apex Bank Ltd; Chandigarh. *I hereby authorise you to remit my salary every month to The Haryana State Coop. Apex Bank Ltd; Chandigarh BO: _____ for crediting my account No. _____.

*I hereby authorise you to pay a sum of ` _____ (_____ only) every month from my salary to The Haryana State Coop. Apex Bank Ltd; Chandigarh BO: _____ for credit to my aforesaid loan account No. _____ with them.

I hereby authorise 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; Chandigarh, BO: _____ 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,

PLACE: _____

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 authorised to disburse salary and allowance

PLACE : _____

DATED: _____

(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 Guarantee(s) hereby declare(s) that this guarantee shall be a continuing guarantee and remain operative in respect of each of the said limits severally and may be enforced as such in the discretion of the Bank, as if each of the facilities/limits had been separately guaranteed by him/her/ them. This guarantee shall not be considered as cancelled or in any way affected by the fact that at any time or from time any of the said accounts may show on liability against the Borrower(s) or may even show credit in his/her/their favour but shall continue and remain in operation in respect of all subsequent transactions till the accounts are closed.
4. The Guarantor(s) hereby consent(s) to the bank making any variance without reference or notice to him/her/ them, that it may think fit in the terms of contract, including any change in rate of interest charged to the account, with the Borrower(s). The Guarantor(s) further consent(s) to the Bank accepting additional collateral security of any kind, determining enlarging or varying any credit to him/her/ them or making any composition with him/her/ them or promising to give him/her/ them time are not sue him/her/ them and to the Bank parting with any security it may hold for the guaranteed debt. The Guarantor(s) also agree(s) that he/she/ they shall not be discharged from his/her/ their liability by the bank releasing the Borrower(s) or by any action or omission of the Bank, the legal consequences of which may be to discharge the Borrower(s) or by any act of the Bank which would, but for this present provision be inconsistent with his/her/ their rights as guarantor(s) or by the Bank's omission to do any

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

5. The Guarantor(s) hereby consent(s) to the Bank renewing from time to time the said _____ limits of Rs. _____ allowed to the Borrower(s) obtaining fresh documents from him/her/them closing the existing accounts, opening new accounts, or transferring the same or part thereof to any branch of the Bank. Notwithstanding this, the Guarantor(s) agree(s) and declare(s) that he/she/they shall remain liable to the bank for any indebtedness of the Borrower(s) under the renewed limit and terms and conditions of this deed shall apply and govern their liability under the renewed limit.
6. The Guarantor(s) further declare (s) that all dividends, compositions or payment received by the bank from Guarantor(s) or any other persons liable to him/her/them or his/her/ their representative shall be taken and applied as payment in gross and the Guarantor(s) and his/her/their representatives shall have no right to claim the benefit of any such dividends, compositions or payment until full amount of all claims of the Bank against the Borrower(s) and his/her/their representatives which are covered by this guarantees shall have been paid.
7. No advance, overdraft or other credit facilities that the Bank may give to the Borrower(s) beyond the limit mentioned in para No.1 above or obtaining of any other guarantee or security from the Borrower(s) shall determine, prejudice or lessen the liability of the Guarantor(s) hereunder.

8. The Guarantor(s) further agree(s) that any accounts settled between the Bank and the Borrower(s) or the balance admitted or confirmed by him/her/them or his/her/their authorized agents as due on the said accounts to the Bank will be conclusive and shall not be disputed or questioned by the Guarantor(s).
9. The Guarantor(s) authorize(s) and appoint(s) each of the borrowers or any person duly authorized by them as agent to confirm the balance due and acknowledge liability on his/her/their behalf as Guarantor(s) from time to time. The Guarantor(s) further agree(s) that any acknowledgement of liability made by Borrower(s) or any person duly authorized by him/her/them to operate account or any of the co-guarantors as agent on behalf of the Guarantor(s) shall be binding on them for giving fresh start of limitation and also for admission of liability against him/her/them.
10. In case the Bank sells the hypothecated, pledged or mortgaged security/ies held in the loan account, the Guarantor(s) agree(s) that the Bank may sell said securities without giving any notice of such sale of the Guarantor(s). The Guarantor(s), agree(s) that he/she/they will not question the sale or the sale price in any manner or on any ground whatsoever.
11. In case the amount guarantee by the Guarantor(s) is paid by the Borrower(s) to the Bank and the Bank in consequence discharges the Guarantor(s) from all liabilities under this guarantee, but it is subsequently determined by a Court of Law or otherwise that the said payment was a fraudulent preference and the Bank is made to refund the said amount, the Guarantor(s) liability to the Bank on the basis of this guarantee shall revive to the same extent and in the same manner as if such payment had never been made.
12. The Guarantor(s) also agree(s) that the Bank may enforce the guarantee without enforcing, selling or realizing any of the securities kept under lien, hypothecated, pledged or mortgaged with it, notwithstanding that any bills or other instruments given by the Borrower(s) in the said account may be in circulation for collection and outstanding.
13. The guarantee hereby given shall not be determinable or taken as satisfied by the Guarantor(s) except on the terms of his/their making full payment upto the limit of his/their guarantee for any then outstanding liabilities or

obligations on the said account. The guarantee shall not be affected by his/their death or insanity until the Bank shall have received formal authentic notice in writing thereof.

14. If the Guarantor(s) has/have or shall hereafter take any security from the Borrower(s) in respect of his/their liability under this guarantee, the Guarantor(s) will not prove in the liquidation of the Borrower(s) in respect thereof to the prejudice of the Bank and such security shall stand as security and shall be forthwith deposited with the Bank.
15. So long as any money remains owing under this guarantee, the bank shall have lien on all moneys standing to the credit of guarantor(s) and on any securities or goods in the hands of the bank belonging to any of the Guarantor(s) and the Bank shall be entitle to appropriate/set off/realize to same.
16. The absence of infirmity in the borrowing powers on the part of the Borrower(s) or any irregularity whatsoever in the exercise thereof shall not affect the liability of the Guarantor(s) and any moneys advanced to the Borrower(s) shall be deemed to be due and owing notwithstanding such absence, infirmity or irregularity and this guarantee shall not be affected by any changed in the name or constitution of the Borrower(s). It is further expressly agreed that this guarantee shall remain enforceable against the Guarantor(s) irrespective of the fact whether the contract between the Borrower(s) and his/their creditor is enforceable at law or now. It is also expressly agreed that in case the guarantee given by the Guarantors cannot be enforced or becomes unenforceable at law for any reason whatsoever, the guarantee given hereunder be enforced as an indemnity against the Guarantor(s) and he/they agree(s) and undertake(s) indemnify and reimburse the Bank for any loss, damages, costs and other charges which the Bank may have to recover the realize from the Borrower(s) in his/their accounts with it.
17. Any notice by the Bank in writing under this guarantee or a demand in writing shall be deemed to have been duly given to the Guarantor(s) be sending the same by post addressed to him/them at the address hereunder written and shall be effectual notwithstanding any chance of residence or death and notwithstanding the notice therefore to the Bank and such demand shall be deemed to have been received by the Guarantor(s) 24 hours after the posting thereof and shall be sufficient to prove that the letter containing the demand was properly addressed and posted.

18. The Guarantor(s) agree(s) that a copy of account of the principal debtor(s) contained in the Bank books of account signed by the Manager for the time being of the office at which such accounts shall be kept or any officer of the Bank shall be conclusive evidence against him/them of the account for the time being due to the Bank from the principal debtor(s) in any accounts or other proceedings brought against him/her/their upon this guarantee.
19. The Guarantor(s) hereby agree(s) as a pre-condition of the loan/advance given to the borrower/s by the Bank that in case the borrower/s commit default in the repayment of loan advance or in the repayment of interest thereon or any of the agreed installments of the loan on due date(s) the Bank and / or the Reserve Bank of India will have an unqualified right to disclose the guarantor/s names or the names of his / her/ their company/firm/firm/unit and its respective Directors/partners/ Proprietors as defaulter/s in such manner and through such medium as the Bank or the Reserve Bank of India in their absolute discretion may think fit.
20. The Guarantor(s) understand(s) that as a pre-condition, relating to grant of the loans/ advances/credit facilities to the borrower/s, the creditor bank requires Guarantor(s) consent/s for the disclosure by the Bank of information and data relating to Guarantor(s) of the credit facility availed of/to be availed, by the Borrower/s, obligations assumed/to be assumed, by the Guarantor(s), in relation thereto and default, if any, committed by the Guarantor(s), in discharge thereof.

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

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

Guarantor(s) undertake(s) that:-

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

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

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

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

Guarantor(s)

1.
 Signature _____
 Name _____
 Occupation _____
 Address _____

2.
 Signature _____
 Name _____
 Occupation _____
 Address _____

WITNESS:

- 1. _____
- 2. _____

For and on behalf of the Bank