

Annexure-A

PERSONAL LOAN SCHEME FOR GOVT./PRIVATE SECTOR EMPLOYEES & OTHER ENTERPRISES

1. SCHEME APPLICABILITY

Branches of Harco Bank at Chandigarh and Panchkula

2. ELIGIBILITY

- i) Confirmed / permanent employees of State / Central Govt. and their Boards/ Corporations / undertakings.
- ii) **In addition to Government employees, the employees of Private Sector Companies / Institute showing profit in balance-sheet of last 3 Financial Years are also eligible.**

NOTE:-

- (i) At the time of processing of loan the borrower's place of posting should be at Chandigarh / Distt. Panchkula.
- (ii) Borrower posted in state of Haryana can also avail loan who have own housing in Chandigarh/Panchkula.
- (iii) Panjab Government employees whose job is not transferable and posted at Chandigarh.
- (iv) The prospective borrower's post should not be transferable outside to Haryana and Chandigarh;
- (v) Employees who are placed under suspension are not eligible under the scheme during the period of their suspension.
- (vi) a) Minimum service period two years with one guarantor.
Or
Minimum service period six months with guarantee of two Govt. employees whose minimum remaining service should be five years.
Or
No guarantee is required in case of check off facility available.

b) Borrower place of posting should be at Chandigarh/distt. Panchkula & post should be non-transferable.
Or
Borrower posted in the State of Haryana can also avail loan who have own house in Chandigarh/Panchkula district.

3. PURPOSE

To meet the urgent requirements of personal nature such as education, marriage of children, foreign travel, family functions, medical expenses etc.

4. **MINIMUM NET MONTHLY INCOME**

Rs.20,000/- per month gross pay for eligible customers.

OR

Subject to change from time to time by the Bank.

- Statement of salary account of prospective borrower minimum for last six months be obtained. This is to facilitate ascertaining general conduct of the account including other borrowings.
- Last three months salary certificate/slip of prospective borrower be obtained showing details of salary/emoluments. The salary certificate/slip be duly verified by the employer and should bear signatures of officer authorized to disburse salary and allowances. Such official may also indicate the mode (i.e. cash or cheque or through bank account) of payment of salary/emoluments.
- Obtain last two years' Income Tax Returns which should be personally verified by the Branch Manager from the Income tax Portal by obtaining password from the customer in his/her presence.
- Obtain all other loan account statements of prospective borrower of last 6 months.

5. **NATURE AND AMOUNT OF LOAN**

Term loan and overdraft with reducing D.P. basis Minimum and Maximum amount of loan would be Rs.50,000/- and Rs.15,00,000/- respectively.

6. **Extent of loan** :- Maximum Rs.15.00 Lakhs or 24 times of the gross salary whichever is lower.

7. **MARGIN** :- NIL

8. **REPAYMENT PERIOD.** – 84 months or residual service period whichever is less.

8.1 (a) **Term loan**

84 equated monthly installments (EMIs) comprising of principal & interest OR remaining period of service, whichever is earlier. Installment to commence one month after disbursement of loan.

8.1(b) **Overdraft:**

The overdraft limit shall be adjusted within a maximum period of 84 months by reducing Drawing Power (DP) equivalent to EMI amount at the beginning of every month.

Obtain initially 24 advance (PDCs) instead of 60 advance cheques (PDCs) signed by the borrowers be ensured towards repayment of equated monthly installments or of

such number of cheques, which equal remaining period of service along with Letter of Deposit. The obtaining of advance cheques shall, however, be applicable where check off facility is not available. Check off facility means where the employer undertakes to deduct the monthly installment from the salary and remit the same towards adjustment of the loan till its liquidation and also confirm/ undertake attachment of terminal dues of borrower employees.

9. RATE OF INTEREST – Fix rate option (P.L.-Govt.)

i) Salary account of prospective borrower not with Harcobank;

CIBIL Score 800 and above	10.00%
CIBIL Score 700 and below 800	10.25%
CIBIL Score 600 and below 700	10.50%
CIBIL Score below 600	Not accepted

i) a)

CIBIL Score (0 to – 1)	10.75%
CIBIL Score (1 to upto 5)	10.75%

- **0.25% less rate of interest will be charged to applicable rate of interest wherever DDO gives the consent to remit the EMIs to loan sanctioning branch after deducting the prospective borrower's salary;**

ii) Salary account of prospective borrower with Harcobank;

CIBIL Score 800 and above	9.75%
CIBIL Score 700 and below 800	10.00%
CIBIL Score 600 and below 700	10.25%
CIBIL Score below 600	Not accepted

ii)a)

CIBIL Score (0 to – 1)	10.50%
CIBIL Score (1 to upto 5)	10.50%

Note: In case prospective borrower after taking loan from Harcobank shifts his/her salary account to other Bank 1% extra rate of interest will be charged over and above the applicable rate of interest.

iii) Harcobank Staff;

CIBIL Score 800 and above	8.25%
CIBIL Score 700 and below 800	8.50%
CIBIL Score 600 and below 700	8.75%
CIBIL Score below 600	Not accepted

iii)a)

CIBIL Score (0 to – 1)	9.75%
CIBIL Score (1 to upto 5)	9.75%

10. PENAL INTEREST

After 15 days of default 2% p.a. on default amount over and above the normal rate of interest.

11. LATE PAYMENT CHARGES :-

- a) Late payment charges Rs. 250/- (Plus taxes if any) after 15 days of default
- b) Cheque bounce charges Rs. 250/- (Plus taxes if any) per cheque.
(Also applicable to Harcobank staff)

12. PROCESSING FEES

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

Note: Obtain processing fee before disbursement of loan.

13. PRE-PAYMENT CHARGES :- NIL

14. SECURITY

- i) Third Party guarantee of one employee acceptable to the Bank in case where salary account not maintained with Harcobank Branch.
- ii) Undertaking from employer / 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.
- iii) The Guarantor(s) CIBIL Score below 600 will not be accepted;
- iv) Advance cheques (PDCs);

Note:-Security Cheques can be replaced by charging Rs.1000/- plus taxes by sanctioning authority.

15. GENERAL TERMS AND CONDITIONS

The carry home pay (including deduction of proposed personal loan installment)

- i) The carry home pay (including deduction of proposed personal loan installment) of an employee drawing salary upto Rs. 5.00 lakhs annual under no circumstances should be less than 60% of his /her gross emoluments.

- ii) The carry home pay (including deduction of proposed personal loan installment) of an employee drawing salary above Rs. 5.00 lakh and upto Rs. 9.00 lakhs annual under no circumstances should be less than 50% of his /her gross emoluments.
- iii) The carry home pay (including deduction of proposed personal loan installment) of an employee drawing salary above Rs. 9.00 lakhs and upto Rs. 12.00 lakhs annual under no circumstances should be less than 40% of his/her gross emoluments.
- iv) The carry home pay (including deduction of proposed personal loan installment) of an employee drawing salary above Rs. 12.00 lakhs annual under no circumstances should be less than 30% of his/her gross emoluments.
- a) As the personal loan granted under the scheme is clean in nature, utmost care should be exercised in sanction/conduct of the account, therefore, the concept of KYC norms be meticulously followed of the borrower as well as the guarantor (s);
- b) Net salary means gross salary of the officer as per salary certificate less deductions for various loan installments, provident funds, income tax & other statutory dues, etc.
- c) Affidavit of Rs. 100/- be obtained declaring that no further loan will be raised either from Harcobank or any other Bank under the same similar scheme till full repayment of personal loan from Harcobank;
- d) While allowing finance under the scheme within the city, Incumbents Incharge may ensure that borrowers' place of work is in close vicinity of the branch so that recovery aspect can be kept under proper control by the Branch.
- e) Recommending incumbents should invariably mention the date of visit at Borrower's residence/work place in his recommendations and also mention the name of visiting Officer/ Official of the Branch.
- f) It has been decided to capture the Permanent Address of the borrower besides obtaining the present address.
- g) Atleast three post dated cheques be obtained from each and every borrower.
- h) Further, advance cheques be obtained from the borrower alongwith letter of deposit for debiting the amount of installment to his/her account.
- i) However, where the employer agrees to check-off facility viz undertakes to deduct the monthly installment from the salary and remit the same directly till liquidation of loan, advance cheques may not be obtained.
- j) The requirement of obtaining of acknowledgement of irrevocable Letter of Authority may not be insisted upon as obtaining of advance cheques provides Bank with a recourse under Section 138 of Negotiable Instrument Act against the defaulting

borrowers. Incumbents to take action as per Bank's extant guidelines/Law in respect of advance cheques which are received bank unpaid.

- k) A letter addressed to the employer by Registered Post informing details of Personal Loan raised by the employee from the Bank. The acknowledgement of this letter by employer not to be insisted when post-dated cheques for payment of installments are obtained from the borrower.
- l) Sanction of loan will be sole discretion of the Bank;
- m) Loan should be disbursed within one month after sanction of loan;
- n) a. If the borrower is defaulter of upto Rs. 1000/- of Credit card in CIBIL Score, then the sanctioning power will be of one step higher rank;
b. If the borrower is defaulter of above Rs. 1000/- of Credit Card in CIBIL Score loan request is not acceptable.
- o) Last three months liability/ installments 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.

16. DOCUMENTS / CHECK LIST (PL – Govt. Employee)

- i) Loan application form---- **Annexure-I.**
- ii) Term loan Agreement---- **Annexure-II-A, II-B**
- iii) Guarantee Deed (wherever applicable)-----**Annexure-III**
- iv) Irrevocable letter of authority (in duplicate) authorizing the employer to remit salary/installment and other amount payable to the Bank cum letter of acknowledgement from employer (wherever applicable) ---- **Annexure-IV**
- v) Advance cheques (P.D.Cs) with letter of deposit where check off facility is not available-----**Annexure-V**
- vi) Affidavit ----- **Annexure-VI**
- vii) Sanction letter ----- **Annexure-VII**
- viii) ITRs of last three years (wherever applicable)
- ix) Statement of account of prospective borrower minimum for last six months.
- x) Age, address, identity and income proof.
- xi) Last three months' authenticated Salary Slip/Certificate.
- xii) PAN CARD
- xiii) Adhaar No.
- xiv) Any other information/document, which may be necessary, as per the requirement in each case.

17. 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**

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

Annexure -I

THE HARYANA STATE COOP.APEX BANK LTD; CHANDIGARH

Application Form for Personal Loan

B.O. _____ Date of application _____

Part-I applicant information

Photograph

Amount of loan applied for Rs.

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) Adhaar No.	
6.	Individual type	<input type="checkbox"/> Salaried
7.	Age (years)	
8.	Marital status	<input type="checkbox"/> Single <input type="checkbox"/> Married
9.	Qualification	
10.	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 _____	
11.	(a) Years at current residence _____	
	(b) Period of stay at present posting _____	
12.	Collateral security provide	<input type="checkbox"/> Yes <input type="checkbox"/> No
	a)Type of collateral security provided	<input type="checkbox"/> Property <input type="checkbox"/> NSC/ LIC <input type="checkbox"/> Others
	b) Value of collateral security	Rs. _____
13.	Employer information and annual income details :- Name of the employer _____ Length of service _____ Date of retirement _____ Designation _____ Gross Salary _____ Net Salary _____	
14.	Average saving balance in last six months	
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 Harcobank	
	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
19.	Guarantor : Whether available ? <input type="checkbox"/> Yes <input type="checkbox"/> No	

20.	Name, Address & telephone numbers of one reference:- Reference (I) _____ (II) _____
21.	Details of any pending court cases of Banks/Financial Institution <input type="checkbox"/> Yes <input type="checkbox"/> No
22.	<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>

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

PHOTOGRAPH

GUARANTOR'S INFORMATION

1. Name&addressof the guarantor _____
2. Father's/Husband's name _____
3. Correspondence address _____

4. Office address _____

5. Permanent Address _____

6. Date of Birth _____
7. Qualification _____
8. Adhaar No. _____
9. Is he/she is an income tax payer:-
Income Tax PAN No. _____ Voter ID No. _____
Passport No. _____ Driving License No. _____
10. Telephone Nos. _____ (R) _____ (O)
11. Type of guarantor/ Salaried
Name _____ Designation _____
Office address _____ Income _____

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

Having fully apprised myself of the particulars submitted in loan application dated _____ for _____ (mentioned purpose) loan to be considered by the Bank to Shri/Smt./Miss _____ Son/Wife/Daughter of Shri _____, I have decided to furnish my guarantee for repayment of the loan in case of default. I hereby declare that I know the above mentioned applicant (s) very well for the last _____ no. of years. The information furnished by me is true and correct to the best of my knowledge & belief.

Date :

Place :

SIGNATURE OF GUARANTOR

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. 15.00 lakh or 24 times of the gross salary whichever is lower. Gross Pay Rs. ____/-*24 time = Rs. ____/- Loan applied Rs. ____/- which is within the eligibility limit under the scheme.	
Eligibility as per net income	<u>Net salary– (___ % 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 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

Signature

With Stamp

Annexure-II(A)

(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:-

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

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

(Also applicable to Harco bank staff)

- 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.

- c. the borrower agrees to pay after taking loan from HARCO bank shifts his/her salary account to other Bank 1%extra rate of interest will be charged over and above the applicable rate of interest.

- 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-II(B)

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

THE HARYANA STATE COOP. APEX BANK LTD;
CHANDIGARH

OVERDRAFT AGREEMENT

(for Personal
loan)

In consideration of The Haryana State Coop. Apex Bank Ltd; Chandigarh having its Head Office at SCO No. 78-80, Bank Square Sector-17 Chandigarh and amongst others a branch office at _____ (hereinafter called 'the Bank' which term shall, unless repugnant to the context, include its successors and assigns) allowing or agreeing to allow Sh. /Smt. _____ (hereinafter referred to as the borrower which expression, unless repugnant to the context shall include his/her heirs, executors, administrators, assignees, legal representatives and successors in interest) an advance by way of overdraft upto the extent and limit of Rs. _____ (Rupees _____ only) on a reducing drawing power (DP) limit basis to meet his/her personal needs, the borrower hereby agrees as under:-

1. That the Bank shall not, under this agreement, be required to make advance to exceed the said limit. The borrower shall, however, be responsible for the payment on demand of the entire amount that may at any time, be due in the account although such amount may exceed the said limits;
2. That the limit will be reduced every month by an amount of Rs. _____ (Rupees _____ only);
3. That the borrower shall be at liberty to make drawls within the reduced overdraft limit;
4. A) that the interest at the rate of ____% p.a. (fix) shall be calculated on the daily balance due to the Bank on the said account and shall be charged monthly so long as the amount due from the borrower is

not paid in its entirety and the same will form part of the principal and carry interest at the above mentioned rates;

The reset clause is as under :-

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

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

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

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

And/or

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

And/or

In case the account becomes irregular

a) On account of excess borrowing due to overdrawal of limit;

b) For any other reason whatsoever

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

PENAL INTEREST

After 15 days of default

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

LATE PAYMENT CHARGES :-

Late payment charges	Rs. 250/- (Plus taxes if any) after 15 days of default.
Cheque bounce charges	Rs.250/- (Plus taxes if any) per cheque.
<u>(Also applicable to Harcobank staff)</u>	

PROCESSING FEES

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

Processing fee – HARCObANK STAFF :- NIL

Note: Obtain processing fee before disbursement of loan.

5. That charging of additional / increased interest shall be without prejudice to the Bank's rights to enforce securities or pursue other remedies open to the bank;
That the borrower shall pay incidental charges/other charges, as fixed by the bank from time to time, during the currency of the account;
6. That the borrower shall keep the balance in the account within the reduced limit and repay the amount availed under OVERDRAFT inclusive of interest within _____ months;
7. That the Bank shall be entitled to recall the amount outstanding;
 - a) If balance in the account is not kept within the reduced limit;
 - b) For contravention of any of the terms of agreement;
 - c) For any other reason whatsoever.
8. That after demand being made by the Bank, the borrower shall pay to the Bank the balance then outstanding and owing to the Bank on the said account inclusive of interest at the rate mentioned above to the date of payment, together with all the charges and expenses charged or incurred by the Bank as ascertained from the books of the Bank and the borrower agrees to accept the same as sufficient proof of the correctness thereof without production of any voucher or paper;
9. That the borrower shall not raise any other loan from any other Branch of the bank or any other Bank / F.I/NBFC under the same or similar scheme
till full repayment of personal loan, without seeking prior consent of the bank;
10. That the amount due to the Bank on this account shall be payable by the borrower at _____ branch of the bank where the account is maintained or any the CBS branches (applicable in case the loan

facility has been availed from a CBS Branch) or at the Head Office of the Bank at Chandigarh and the Bank shall be entitled to bring a suit against the borrower either at the place where the branch is situated or at Chandigarh where the Head Office of the bank is located;

11. That the borrower shall be liable for all costs of recovery incurred by the bank before filing a suit and also for all costs in connection with the suit/decreed till recovery of full amount;
12. That the borrower shall not be entitled to any interest for any sum which may at any time stand to his/ her credit in this account;
13. That the bank will always be at liberty to stop making fresh advances at any time without prior notice, which notice is hereby expressly waived and without assigning any reason even though the said limit has not been fully availed of;
14. That the borrower authorizes The Haryana State Coop. Apex Bank Ltd; Branch Office _____ to debit a sum of Rs. _____ (Rupees _____ only) every month to his/her SF/CA/OD account No. _____ with the Bank and credit it to his/ her aforesaid loan account until the loan is fully adjusted. The authority given by the borrower to the Bank is irrevocable unless and until the loan is repaid in full by him/ her

(delete if not applicable)

15. That the borrower further agrees and hereby gives to the Bank during the currency and for the repayment of its dues a general lien and right of set off and combine accounts without notice and charge on all moveable property of every description coming into possession and control of the bank on account of the borrower, or for the time being held by the bank on behalf of the borrower, whether alone or jointly with others in India or elsewhere including without prejudice to this generally, any moneys, Bank drafts, deposit receipts for moneys, promissory notes, bills of exchange, hundies, stocks and shares, goods and merchandise, bills of lading, railway receipts, lorry receipts, government bills with inspection notes and other bills in course of collection, articles in safe custody and other documents of title to goods and any other negotiable or transferable instruments or securities, instruments and documents of title of immovable property and

mercantile documents of every description including hire purchase agreements or contracts or other than those affecting immovable property and requiring registration under the Acts or laws relating to registration and other documents evidencing the title of the borrower as creditors or members of any corporation, association, Registered Society, Company or Syndicate in India or elsewhere;

- 16.i) That the borrower hereby agrees as a pre-condition of the loan/ advance given to him/ her by the Bank that in case he/she commits default in the repayment of loan/advance or in the repayment of interest thereon on due date (s), the Bank and / or the Reserve bank of India will have unqualified right to disclose his/her name as defaulter in such manner and through such medium as the bank or Reserve Bank of India in their absolute discretion may think fit.
- 16 ii) That the borrower understands that as a pre-condition relating to grant of the loan/ advances/ other non fund based credit facilities to the borrower, the Bank requires the borrower's consent for the disclosure by the bank of Information and data relating to the borrower, the credit facilities availed of / to be availed by the borrower, obligations assumed/ to be assumed by the borrower in relation thereto and default, if any, committed by the borrower in discharge thereof.

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

- a) Information and data relating to borrower;
 - b) Information and date relating to any credit facility availed of / to be availed of by the borrower and ;
 - c) Default, if any, committed by the borrower, in discharge of the borrower's such obligation, as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Bureau (India) Ltd; and any other agency authorized in this behalf by the Reserve Bank of India;
- iii) that the borrower undertakes that :-
- a) The credit Information Bureau (India) Ltd; and any other agency so authorized may use/process the said information and data disclosed by the bank in the manner as deemed fit by them and that;
 - b) The credit information bureau (India) Ltd; and other agency so authorized may furnish the said information for banks/ Financial

Institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

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

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

The borrower

For The Haryana State Coop. Apex Bank Ltd;

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 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 change 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.	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

ANNEXURE-VII

THE HARYANA STATE COOPERATIVE APEX BANK LTD; CHANDIGARH

BO: _____

Date: _____

To,

Dear Sir/ Madam,

YOUR APPLICATION FOR PERSONAL LOAN - SANCTION LETTER

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

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

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

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

Received the original. Terms and conditions accepted.

BORROWER

FOR THE BANK

Annexure- VIII

ADDITIONAL DOCUMENTS

Rate of Interest option regarding retail lending loan schemes

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

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

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

The following documents are enclosed for implementation

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

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

Sd/-
Textile Engineer

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

Annexure-VIII (ii)

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) _____

Place _____

Address(es) _____

Date _____

Annexure to Balance & Security Confirmation

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

Annexure-VIII (iii)

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)

Annexure-VIII (iv)

Dated :

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

Annexure-A**Report of Investigation of Title in respect of immovable property**

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

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

	right	
	c) duration of the Lease/unexpired period of lease.	
	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits for the creation of any superstructure (if applicable)?	
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)	
	f) Right to get renewal of the leasehold rights and nature thereof.	
11.	If Govt. grant/allotment/lease-cum/sale Agreement, whether grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property.	
12.	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available. If occupancy right, whether.	
	a) Such right is heritable and transferable.	
	b) Mortgage can be created.	
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	
14.	If the property has been transferred by way of Gift/Settlement Deed, whether	
	a) The Gift/Settlement Deed is duly stamped and registered.	
	b) The Gift/Settlement Deed has been attested by two witnesses.	
	c) The Gift/Settlement Deed transfers the property to Donee.	
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions	
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question.	
	f) Whether the Donee is in possession of the gifted property.	
	g) Whether any life interest is reserved for the Donor of any other person and whether there is a need for any other person to join the creation of mortgage.	
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	
15.	a) In case of partition/family settlement deed,	

	whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	
	b) Whether mutation has been affected and whether the mortgagor is in possession and enjoyment of his share.	
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	
	d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/complied with.	
	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	
16.	Whether the title documents include any registered will or unregistered will?	
	a) In case of wills, whether the will is registered will or unregistered will?	
	b) whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	
	c) Whether the property is mutated on the basis of will?	
	d) Whether the original will is available?	
	e) Whether the original death certificate of the testator is available?	
	f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all parties have acted upon the will, etc. which are relevant to rely on the will, availability of Mother/Original title deeds are to be expired).	
17.	a) Whether the property is subject to any wakf rights?	
	b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties?	
	c) Precautions/permissions, if any in respect of the above cases for creation of mortgage?	
18.	a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity whether the major coparceners have no objection/join in execution, minor's share if any,	

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

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

	the same has been ascertained from the office of sub-registrar also?)	
	(g) Please comment on the genuineness of POA?	
	(h) The unequivocal opinion on the enforceability and validity of the POA?	
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	
	(a) Promoter's/Land owner's title to the land/building;	
	(b) Development Agreement/Power of Attorney;	
	(c) Extent of authority of the Developer/builder;	
	(d) Independent title verification of the Land and/or building in question;	
	(e) Agreement for sale (duly registered);	
	(f) Payment of proper stamp duty;	
	(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	
	(h) Approval of building plan, permission of appropriate/local authority, etc.;	
	(i) Conveyance in favour of Society/ Condominium concerned;	
	j) Occupancy Certificate/allotment letter/letter of possession;	
	(k) Membership details in the Society etc.;	
	l) Share Certificates;	
	(m) No Objection Letter from the Society;	
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations; Co-operative Societies' Laws etc.;	
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	
30.	Encumbrances, Attachments, and/or claims whether	

	of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon.	
	(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	
34.	Details of RTC extracts /mutation extracts/Khata extracts pertaining to the property in question.	
35.	Whether the name of mortgagor is reflected as owner in the revenue/ Municipal Nillage records?	
36.	(a) Whether the property offered as security is clearly demarcated?	
	(b) Whether the demarcation/ partition of the property is legally valid?	
	(c) Whether the property has clear access as per documents?	
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	
	(a) Document in relation to electricity connection; {b) Document in relation to water connection;	
	(c) Document in relation to Sales Tax Registration, if any applicable;	
	(d) Other utility bills, if any.	
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (if the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	

40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	
44.	Additional aspects relevant for investigation of title as per local laws.	
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	

Annexure - B: Certificate of title

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

Not applicable

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

SCHEDULE OF THE PROPERTY (IES)

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

Place: Chandigarh/Panchkula

(Name & signature of Advocate with seal)

Dated _____

