

स्थायी सम्पत्ति के विरुद्ध ऋण / ऋण सीमा के लिये आवेदन-पत्र

शाखा प्रबन्धक,
जिला सहकारी बैंक लि०, गाजियाबाद
शाखा.....

आवेदक
की
प्रमाणित
फोटो

महोदय,

मैं एतद् द्वारा अपनी आवश्यकता हेतु मु०.....रु० (शब्दों में) (अं०.....

.....) ऋण/ऋण सीमा के लिए आवेदन करता हूँ/करती हूँ
तथा उक्त के सम्बन्ध में निम्न विवरण देता हूँ/देती हूँ :-

1. आवेदक का नाम..... पिता/पति का नाम.....
2. जन्म तिथि
3. आवेदक का स्थाई का पता
4. आवेदक के पत्राचार का पता
5. दूरभाष संख्या
6. ई मेल आई०डी०
7. आवेदक का संक्षिप्त विवरण
8. आवेदक की प्रमाणित वार्षिक आय(रु०में)
9. आवेदक की आय का स्रोत
10. किसी अन्य बैंक/संस्था से प्रस्तावित ऋण
के लिए भी आवेदन किया गया है तो उस
का विवरण
11. प्रस्तावित ऋण लेने का उद्देश्य तथा उसका
कब तक उपयोग किये जाने की आशा है
12. ऋण की अवधि
13. ऋण के भुगतान की प्रस्तावित मासिक किश्त
14. ऋणी के आस्तियों एवं देयताओं का विवरण
आस्तियां

मद

मूल्य (रुपये में)

- | | | |
|-----------------------------|---|-------|
| 1. भवन | : | |
| 2. भूमि | : | |
| 3. बैंक बैलेन्स | : | |
| 4. अन्य (बीमा/बचत पत्र आदि) | : | |
| 5. योग | : | |

देयतायें

मद

मूल्य (रुपये में)

- | | | |
|-----------------------------|---|-------|
| (क) ऋण धनराशि | : | |
| (ख) मद | : | |
| 2. अन्य देयतायें यदि कोई हो | : | |
| 3. योग | : | |
15. ऋण प्राप्त करने हेतु दी जाने वाली प्रतिभूति का विवरण :

(क)प्रतिभूति का पूर्ण विवरण

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.....
.....
.....
.....

(ख)प्रतिभूति का मूल्य

(I) सर्किल रेट के अनुसार

.....

(II) बैंक के पैनल अप्रेजर की रिपोर्ट के अनुसार:.....

(ख)

(I) प्रथम जमानतदार

हस्ताक्षर:

नाम :

पता :

.....

जमानतदार की हैसियत एवं हैसियत के सम्बंध :

में लिये गये प्रमाण का विवरण

.....

(II) द्वितीय जमानतदार

हस्ताक्षर:

नाम :

पता :

.....

जमानतदार की हैसियत एवं हैसियत के सम्बंध :

में लिये गये प्रमाण का विवरण

.....

16. अन्य बिन्दु जो उपयुक्त नहीं हैं न आता हो।

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

भवदीय,
आवेदनकर्ता

1.हस्ताक्षर

नाम.....

पता.....

.....

घोषणा-पत्र

एतद्वारा मैं वचन देता हूँ तथा प्रमाणित करता हूँ कि :-

1. यह मेरे द्वारा ऋण आवेदन पत्र उसके साथ संलग्न प्रमाण पत्रों एवं अभिलेखों में दी गयी सूचनायें मेरी सर्वोत्तम जानकारी में सत्य एवं ठीक है और इसमें ऐसा कोई उल्लेख करना शेष नहीं है जिससे भविष्य में बैंक के हितों को नुकसान हो।

2. मेरे द्वारा वह सभी सूचनायें उपलब्ध कराई जायेंगी जो मुझे ऋण स्वीकृत करने अथवा बैंक की ऋण की सुरक्षा हेतु आवश्यक होगी, साथ ही यदि मेरे द्वारा प्रेषित सूचना बैंक के हित में किसी अन्य संस्था आदि को उपलब्ध कराया जाता है तो मुझे कोई आपत्ति नहीं होगी।
3. यह कि मेरे द्वारा ऋण प्राप्त करने हेतु दी गयी चल/अचल सम्पत्ति की प्रतिभूति मेरे स्वयं की है तथा उक्त सम्पत्ति मेरे द्वारा किसी अन्य कार्य हेतु रेहन या क्लेम के भुगतान हेतु प्रतिभूति के रूप में अथवा चार्ज के रूप में नहीं रखी गयी है।
4. ऋण/ऋण सीमा खातों से आहरित राशि का उपभोग रियल इस्टेट/इक्विटी शेयर आदि में विनियोजन के लिये नहीं किया जायेगा।
5. यह कि मेरे द्वारा ऋण की किस्तों का भुगतान बैंक द्वारा निर्धारित समय सारिणी के अनुसार किया जायेगा। ऋण की अदायगी समय से न होने पर बैंक को यह अधिकार होगा कि वह ऋण की शेष किस्तों तथा वसूली एकमुश्त ब्याज एवं अन्य शुल्क सहित मेरे द्वारा दी गयी प्रतिभूति को बेचकर तथा मुझसे वसूल कर ले तो मुझे कोई आपत्ति नहीं होगी।
6. निवास के पते में परिवर्तन किया जाता है तो उसकी सूचना बैंक को तत्काल उपलब्ध कराई जायेगी।
7. यह कि मेरे द्वारा उपरोक्त घोषण इस विश्वास एवं आधार पर की जा रही है कि बैंक द्वारा मेरे ऋण आवेदन पत्र पर विचार कर स्वीकृत किया जायेगा। यदि मेरे द्वारा दिये गये घोषणा पत्र में कोई सूचना गलत है तो बैंक को अधिकार होगा कि वह मेरे आवेदन-पत्र को अस्वीकृत कर दें।

आवेदनकर्ता के हस्ताक्षर.....

संलग्नक :-

संलग्नक :-	संलग्नक संख्या
1. आवेदक एवं जमानतदारों के आवासीय पत्तों का प्रमाण
2. आवेदक का विगत एक वर्ष का बचत खाता स्टेटमेण्ट
3. आवेदक द्वारा विगत तीन वर्षों में आयकर दाखिल करने की विवरणी की प्रतियां
4. जमानतदारों द्वारा विगत तीन वर्षों में आयकर दाखिल करने की विवरणी की प्रतियां
5. आवेदक एवं जमानतदारों के स्थाई पैन कार्ड की छाया प्रतियां
6. रहन की जा रही सम्पत्ति का मूल बैनामा
7. विकास प्राधिकरण/आवास विकास/सरकारी प्राधिकरण से सम्पत्ति पर ऋण दिये जाने के सम्बंध में अनापत्ति प्रमाण पत्र
8. आवेदक रहन की जा रही सम्पत्ति की बैंक के पेनल अप्रेजर से वेल्युशन रिपोर्ट
9. ऋण राशि अं05.00 से अधिक होने की दशा में प्रोजेक्ट रिपोर्ट अथवा फर्म की विगत तीन वर्ष की आडिटेड बैलेंस सीट

On scrutiny of the application and informations submitted by the applicant
Mr./Miss./Mrs.....S/O/D/OW/O.....
a loan/cash credit limit of Rs.....(Rs.....
only) is recommended / sanctioned on the terms and conditions stipulated by the
Bank.

Dated: Jr.Br. Manager / Sr. Clerk Branch Manager

(For H.O. use only, if necessary)

On scrutiny of the application and informations submitted by the applicant
Mr./Miss./Mrs.....S/O/D/OW/O.....
,branch level recommendation and the decision taken by the loan/cash credit limit
sanction committee in its meeting dated, the said loan of
Rs..... (Rs.....only) is hereby
sanctioned on the terms and conditions stipulated by the Bank.

Dated: Section Officer(Dev.) D.G.M.(Dev.) Secretary/ Gen. Manager

Received this day from the Zila Sahkari Bank Ltd., Ghaziabad for the sum of
Rs.being the amount of loan against fixed assets by transfer to my saving bank
account number with branch.

Borrower's signature

Before the Branch Manager,
Zila Sahkari Bank Ltd., Ghaziabad
Branch.....

Affidavit of Sh.....

I,, above mentioned deponent take oath and state as under:-

1. That my name is....., my father's/husband's name is Shri.....and I am aged aboutyears. I am resident of.....My photograph is pasted on page 1 of the affidavit. I am acquainted with the facts deposit to you by me in this affidavit.
2. That I am sole owner of and in exclusive possession of the pieces or parcels of land or ground together with the building hereditaments and permises standing thereon and more particularly described in the schedule hereunder written(hereinafter referred to as " the said property") and no other person has any share right title or interest of any kind or nature whatsoever in the property. I am entitled to deal with the said property as I like.
3. That I have not created any mortgage charge or encumbrance of any kind or nature whatsoever on or in respect of the said property. The said property is free from and clear of all encumbrances claims or demands of any kind or nature whatsoever. No adverse claim of any kind exists against the said property. I have not received any notice of any intended or compulsory acquisition of the said property nor is the same notified for acquisition. I have also not received any information or notice that the said property is reserved for any particular reason.
4. That I have not any time deposited any title deed relating to the said property with any person whomsoever as and by way of security, equitable mortgage by deposit of title deeds, charge, lien or trust or in any manner whatsoever and that the said property is free from all encumbrances,claims and demands. No claim has ever been made nor is any claim pending against me or against the said property on the ground of any deposit of all or any of the title deeds documents writings or any one or more of them as security.
5. That there are no land revenue assesment, income tax or any other taxes cesses dues assesment due and payable by me for which the said property is liable to be attached nor have I received any notice under any enactment issued or pending against me over the said property.

6. That the said property is not the subject matter of any suit or legal proceedings nor any attachment before or any after any judgement nor have any trust secret or otherwise been created in respect of the said property.
7. That there is no dispute of any nature whatsoever regarding the said property with any person. I have not entered into any agreement regarding the said property with any person. I possess absolute alienable and marketable title and rights in respect of the said property.
8. That at the date of this affidavit there does not exist any financial or other liability of any nature whatsoever on the said property.
9. That I hereby give an undertaking that until such time as I do not obtain a written clearance certificate from the Bank, I will not sell, mortgage or create any charge or encumbrance whatsoever on the said property or concur in the creation or execution thereof which may in any way affect the security of the bank and during this time I will not transfer possession of the same to any person. I shall not do anything which may or shall endanger the security of the bank.

I have made this declaration solemnly sincerely and conscientiously knowing the same to be true.

The schedule hereto:

Ahouse,commercial building or.....situated in....., the measurement and the boundaries of which are as under:-

East	
west	
North	
South	

I,.....,above named deponent take oath and state that contents of paras 1,2,3,4,5,6,7,8,9 and schedule of the above affidavit are true within personal knowledge. Nothing material has been concealed and no part of it is false. So help me God.

Verified at.....on.....

Deponent

जिला सहकारी बैंक लि०, गाजियाबाद
शाखा.....

पत्रांक :शाखा / / ऋण स्वी० /
श्री / श्रीमति
पता—

दिनांक—

विषय:—ऋण स्वीकृति के सम्बंध में।

महोदय/महोदया,

स्थायी सम्पत्ति के विरुद्ध ऋण/ऋण सीमा योजनान्तर्गत आपके ऋण/ऋण सीमा स्वीकृति सम्बंधी आवेदन पत्र दिनांक.....पर बैंक द्वारा दिये गये दिशा निर्देशों के क्रम में आपको निम्न शर्तों/प्रतिबंधों के अधीन.....
...माह की अवधि के लिए अं०.....(मु०.....

मात्र) ऋण/ऋण सीमा की स्वीकृति की जाती है—

1. ऋण/ऋण सीमा हेतु निर्धारित दस्तावेजों/प्रलेखों का नियमानुसार निष्पादन करना होगा।
2. ऋण/ऋण सीमा आवेदन पत्र में उल्लेखित सभी पक्षकारों को बैंक का नाम मात्रिक सदस्य बनना होगा।
4. ऋण/ऋण सीमा पर, ऋण/ऋण सीमा अनुबंध में उल्लेखित शर्तानुसार ब्याज चार्ज किया जायेगा जो वर्तमान में..... प्रतिशत वार्षिक (मासिक आधार पर) है। खाते में लगा ऋण बकाया होने पर 2 प्रतिशत की दर से दण्डनीय ब्याज चार्ज किया जायेगा।
5. ऋण की अदायगीमासिक किस्तों में की जायेगी तथा निर्धारित किस्त अं०.....रु० प्रतिमाह होगी।
6. ऋण सीमा खाते में नियमित लेन देन किये जाने पर ही आगामी वर्ष हेतु ऋण सीमा का नवीनीकरण किया जायेगा।
7. ऋण / ऋण सीमा खाते से आहरित राशि का उपभोग रियल एस्टेट अथवा इक्विटी शेयर आदि में विनियोजन के लिये नहीं किया जायेगा।
8. रहन की जा रही सम्पत्ति का बैंकर्स क्लोज के अन्तर्गत बीमा बैंक एवं अपने संयुक्त नाम से कराना होगा तथा बीमा पालिसी का प्रति वर्ष नवीनीकरण कराया जायेगा। बीमे पर होने वाले व्यय को आपके द्वारा वहन किया जायेगा। बीमा पालिसी की प्रति शाखा पर भी ऋण पत्रावली में सुरक्षित रखी जायेगी। आपके द्वारा बीमा न कराये जाने पर बीमा बैंक द्वारा करा लिया जायेगा तथा इस हेतु व्यय राशि आपके ऋण खाते से डेबिट कर ली जायेगी (किन्तु बैंक इसके लिये बाध्य नहीं होगा)।
9. खाते में ऋण राशि बकाया/एन०पी०ए० होने पर ब्याज की राशि की वसूली मूलधन से पूर्व की जायेगी।
10. ऋण के सम्बंध में कोई विपरीत तथ्य पाये जाने पर बैंक को समस्त ऋण राशि की एक मुश्त वसूली का अधिकार होगा।
11. नाबार्ड/शीर्ष बैंक/निबंधक, सहकारी समितियां, उ०प्र०, लखनऊ द्वारा समय-समय पर दिये गये निर्देशों के क्रम में बैंक निर्देशों का यथावत पालन करना होगा। किसी भी वाद की स्थिति में वाद का निपटारा निबंधक/इस हेतु निबंधक द्वारा नियुक्त अधिकारी द्वारा किया जायेगा, जं सभी पक्षों को मान्य होगा।

शाखा प्रबंधक

शाखा—

प्रतिलिपि सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:—

1.श्री/श्रीमति

को गारण्टी अनुबंध निष्पादन हेतु।

2.श्री/श्रीमति

को गारण्टी अनुबंध निष्पादन हेतु।

3.सचिव/महाप्रबंधक बैंक की सेवा में अवलोकनार्थ।

शाखा प्रबंधक

शाखा—

मेरे व्यक्तिगत ऋण आवेदन पत्र दिनांक.....पर बैंक द्वारा स्वीकृति हेतु जारी उपरोक्त पत्र में उल्लेखित निर्धारित शर्तों/प्रतिबंधों को मैं.....पुत्र/पुत्री/पत्नि श्री..... स्वीकार करता/करती हूँ तथा सहमति देता /देती हूँ कि उक्त ऋण के सम्बंध में बैंक द्वारा वर्तमान/भविष्य में चाही गयी समस्त सूचनाएँ बैंक को बैंक की आवश्यकतानुसार उपलब्ध करायी जायेंगी।

दिनांक:

ऋणी के हस्ताक्षर

हम जमानतदार भी उपरोक्त से सहमत है तथा बैंक द्वारा निर्धारित शर्तों/प्रतिबंधों को स्वीकार करते हैं।

दिनांक:

1.हस्ताक्षर जमानतदार

2.हस्ताक्षर जमानतदार

FORM OF APPLICATION FOR MEMBERSHIP AS A NOMINAL MEMBER

To,
The Chairman / Administrator,
Zila Sahkari Bank Ltd., Ghaziabad

Dear Sir,

I.....hereby apply to become a nominal member of your bank and pay hereby a sum of Rs.1 only as fee for such membership in terms of the bye- laws of the above Bank. I have studied and have the full knowledge of the rules and bye- laws above Bank and I hereby authorise the Bank to place my name on the register of nominal members in case the application is granted.

I am qualified to be a member of the Bank in terms of the bye-laws of the Bank and state that I shall be bound by the existing bye-laws of the Bank and by any modification of or addition to such bye-laws that may be legally affected during the period of membership of the Bank.

Name:.....
Father's Name:.....
Address (in full) :.....
.....
Profession or Business:.....

Dated:.....

Yours faithfully,

Dated:.....

Signature

No.....

Admitted

Administrater/Secretary

Specimen Signature Form:

Name.....Father"s Name.....

Specimen.....

Address.....

Dated:.....

FORM OF APPLICATION FOR MEMBERSHIP AS A NOMINAL MEMBER

To,
The Chairman / Administrator,
Zila Sahkari Bank Ltd., Ghaziabad

Dear Sir,

I.....hereby apply to become a nominal member of your bank and pay hereby a sum of Rs.1only as fee for such membership in terms of the bye- laws of the above Bank. I have studied and have the full knowledge of the rules and bye- laws above Bank and I hereby authorise the Bank to place my name on the register of nominal members in case the application is granted.

I am qualified to be a member of the Bank in terms of the bye-laws of the Bank and state that I shall be bound by the existing bye-laws of the Bank and by any modification of or addition to such bye-laws that may be legally affected during the period of membership of the Bank.

Name:.....
Father's Name:.....
Address (in full) :.....
.....
Profession or Business:.....

Dated:.....

Yours faithfully,

Dated:.....

Signature
No.....

Admitted

Administrater/Secretary

Specimen Signature Form:

Name.....Father"s Name.....
Specimen.....
Address.....
Dated:.....

FORM OF APPLICATION FOR MEMBERSHIP AS A NOMINAL MEMBER

To,
The Chairman / Administrator,
Zila Sahkari Bank Ltd., Ghaziabad

Dear Sir,

I.....hereby apply to become a nominal member of your bank and pay hereby a sum of Rs.1 only as fee for such membership in terms of the bye- laws of the above Bank. I have studied and have the full knowledge of the rules and bye- laws above Bank and I hereby authorise the Bank to place my name on the register of nominal members in case the application is granted.

I am qualified to be a member of the Bank in terms of the bye-laws of the Bank and state that I shall be bound by the existing bye-laws of the Bank and by any modification of or addition to such bye-laws that may be legally affected during the period of membership of the Bank.

Name:.....
Father's Name:.....
Address (in full) :.....
.....
Profession or Business:.....

Dated:.....

Yours faithfully,

Dated:.....

Signature

No.....

Admitted

Administrater/Secretary

Specimen Signature Form:

Name.....Father"s Name.....

Specimen.....

Address.....

Dated:.....

Demand Pronote

Rs.

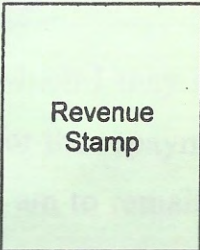
Place

Dated

ON DEMAND I

PROMISE TO PAY TO ZILA SAHKARI BANK LTD., GHAZIABAD OR ORDER THE SUM OF
RUPEES(Rupees

.....). TOGETHER WITH INTEREST ON
SUCH SUM FROM THIS DATE AT THE RATE OF PERCENT PER
ANNUM WITH RESTS FOR VALUE RECEIVED.



Signature of Borrower.....

Name

Designation

(Address)

Your Faithfully,

To be executed in the
case of cash credit

LETTER OF CONTINUITY

To,
Branch Manager
Zila Sahkari Bank Ltd., Ghaziabad
Branch.....

DATE.....

Dear Sir,

I beg to enclose at Demand Promissory Note for Rs.....
(Rupees.....) executed by me which is given to
you as security for the repayment any cash credit which is at present outstanding in my
name and also for the repayment of any such credit to the extent
Rs..... (Rupees.....)
which I may avail of hereafter and the said promissory Note is to be a security Bank
for the repayment of the ultimate balance sum remaining unpaid on the cash credit and
I am to remain to liable on the said Promissory Note notwithstanding the fact that by
payments made into account of the said cash credit from time to time reduced or
extinguished or even that the balance of the said account may be, at credit.

Your' Faithfully,

TERM LOAN AGREEMENT

This loan agreement is made on this.....day of 20 between.....(hereinafter called the 'Borrower' which term shall include him and each of his legal heirs, representatives, executors, administrators, successors and assigns) of the ONE PART and Zila Sahkari Bank Ltd., Ghaziabad a society registered under The Uttar Pradesh registered Office at RDC, Raj Nagar, Ghaziabad and Branch (hereinafter called "the Bank" which expression shall include its successors and assigns) of the Other part.

WHEREAS THE borrower has approached the bank for a Term Loan Limit of Rs.under loan against fixed assets scheme WHEREAS the bank has agreed to fix a total loan limit of Rs. by way of term loan for the purposes under scheme on the terms and conditions mentioned below and upon security of mortgage of the property more fully described in the schedule-I hereunder :

NOW THIS AGREEMENT WITNESSETH AS UNDER :

1. The bank shall lend to the Borrower a term loan of Rs. (Rupees).
2. The Borrower shall repay the said term loan in the manner and on dates as may be fixed by the Bank at the time of disbursement of the Loan under the Scheme.
- 3A. The Borrower shall pay interest at the rate.....percent per annum with.....monthly rests. Interest payable by the Borrower shall be subject to changes/variations in interest rate made by Reserve Bank of India /Bank from time to time . The Bank shall have the discretion to decide the manner of computation of interest and charging thereof in the account.
- 3B. Interest shall be calculated on the daily balance due to the Bank in the said account and shall be charged on the account on the last working day of the month so long as the debt herein incurred is not paid by the Borrower in its entirety and will form part of the principal and carry interest at the above mentioned rate.
- 3C. Interest shall be payable monthly irrespective of dates of payment of the instalments fixed.
- 4A. The Borrower agrees to pay additional interest at 2% p.a. as penal interest in case of default in payment of interest or instalments on the due date(s) , on the amount on default from the date of default.
- 4B. Charging of additional interest shall be without prejudice to any other right available to the Bank.
- 5A. The Bank shall be entitled at its option to recall the entire outstanding together with interest and other charges in the following cases.
 - a. In case the Borrower defaults in payment of any instalment or interest.
 - b. In case the Borrower contravenes any of the term(s) and condition(s) of the loan and/or this agreement.
 - c. In such other cases/circumstances as the Bank may deem fit and proper.
- 5B. In the event of Bank exercising its power to recall as aforesaid, the Borrower undertakes that irrespective of the period for which the loan is sanctioned, 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.

6. The Borrower hereby agrees and undertakes to create mortgage in favour of the Bank in the form and manner as may be required by the Bank of the property described in schedule hereunder to secure the outstanding under the said term loan besides interest, costs and other charges thereon.
7. The Borrower shall not create lien, charges, mortgage or encumbrances of any kind whatsoever on/of the property described in Schedule hereof in favour of any person other than Bank without the prior consent of the Bank in writing.
- 8A. The Borrower agrees to keep fully insured for the full market value of the property or assets created out the Loan in the name of the Borrower and the Bank with Banks' clause against risk of damage, loss, destruction by fire and such other risk as may be prescribed by the Bank and keep up such insurances until the amount due under the term loan is paid in full to the Bank. In case the Borrower fails at any time to insure and pay the necessary premium , the Bank may without being bound to do so get the said property/assets insured and debit the amount of premium to the Borrower account. The premium so paid will carry interest at the same rate as of the amount advanced and become a part of the principal amount.
- 8B. The Bank shall be entitled to file claim and also pursue legally against insurance Company for recovery of the loss. All sums received under any such insurances as aforesaid shall be received by the Bank and applied in or towards the liquidation of the balance due to the Bank. It is specifically agreed that the Bank shall not incur any liability to the Borrower if it fails to lodge any claim under any policy with the insurance Company within the time prescribed under such policy/law or for any reasons whatsoever. The Bank shall not incur any liability to the Borrower for not bringing any suit for recovery of insurance money or allowing such suit to be barred by time.
- 8C. It is also agreed that the Bank shall have the absolute right to adjust, settle, compromise or refer to arbitration, without reference to or consent of the Borrower, any dispute in connection with or arising under any policy of insurance and any of the assured and such act of the bank shall be valid and Binding on the Borrower but shall not impair the right of the Bank to recover its dues from the Borrower .
9. The Borrower shall continue to pay all rates and taxes accruing due in respect of the property/assets to be mortgaged and perform all the terms and conditions of the document(s) of title on which the Borrower holds the property/properties.
- 9A. The Borrower declares that the said property/properties is/are self occupied/vacant.
- 9B. The Borrower agrees that subsequent to avialment of the loan if the property is proposed to be let out by the Borrower, Bank's prior permission would be required. The Bank would accord this permission only where the proposed lease is in favour of an institution of repute and lease rental/monthly rent will be assigned to the Bank.
10. 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.
- 11A. The Borrower shall permit the Bank, its agents and servants from time to time and at all times to enter into and upon the premises /property which

are mortgaged/charged in favour the Bank to view, inspect and value the same and make inventories of the assets.

- 11B. The Bank from time to time shall be at liberty to have the property/assets as aforesaid valued by an appraiser appointed by the Bank and the fees and expenses on such appraisal shall be paid by the Borrower.
- 11C. The Borrower undertakes to render to the bank and its servants all facilities, as may be required for any of the purposes aforesaid.
12. That the amount due to the Bank on this account shall be payable by the Borrower at Branch Office of the bank where the account is maintained.
13. That incidental charges all 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 there of and will form part of principal and carry interest at the same rate as of the amount advanced.
14. The Borrower agrees and hereby give to the bank during the currency and for the payment of the said term loan account, a general lien and right to set off and combine accounts without notice and charge on all movable property of every description coming into their possession on account of the Borrower for the time being held by the bank on behalf of the Borrower whether for the time being held by the bank on behalf of the Borrower 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, whatsoever.
15. Any demand herein may be made on the Borrower by an officer of the Bank or Any notice in writing under the hands and seal of any such officer either served personally on the Borrower or left at or sent by post to them at their address registered/available with the Bank.
16. That the Borrower also agrees that any dispute arising as the interpretation of the contract or the amount due etc. there under shall be referred to the Registrar, Cooperative Societies, Uttar Pradesh whose decision in the matter shall be final and binding on us.

SCHEDULE

(Description of title deed(s))

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

BORROWER(S)/EXECUTANT(S)

**For Zila Sahkari Bank Ltd., Ghaziabad
Branch.....**

(To be Executed on
stamp worth Rs. 100/-)

AGREEMENT OF GUARANTEE

This agreement of Guarantee made at (Place) this
..... day of 20..... between
.....(hereinafter called the 'Guarantors' which term
shall, wherever the context so permits mean and include this/their heirs successors
administrators, executors and assigns) of the first part and Zila Sahkari Bank Ltd., Ghaziabad a
body corporate constituted under the Banking, having its Head Office at RDC, Raj Nagar
Ghaziabad (hereinafter called the 'Bank') which term shall, wherever the context so permits
mean and include its successors and assign of the second part.

NOW THIS INDENTURE WITNESSETH AS UNDER :

1. That in consideration of the Bank allowing at the request of the Guarantors an accommodation by way of -----to the Borrower at its-----
Branch on terms and conditions contained in -----the
Guarantors hereby agree with the Bank as under :
- 2- The Guarantors hereby guarantee 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 on the account opened in respect of the said limits or loan account (hereinafter called the 'said account') down to the date of payment and also all loss or damages, costs, charges and expenses and in case of legal costs, cost as between attorney and client occasioned to the Bank by reason of omission, failure or default temporary or otherwise such payment by the Borrower or by the Guarantors or any of them including costs, (as aforesaid) of enforcement or attempted sale or realisation of enforcement or payment by suit or otherwise or by sale or realisation attempted sale , realisation 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 made or make itself party either with or without others in connection with any such securities or any proceeds thereof.
3. The Guarantors hereby declare that this guarantee shall be continuing guarantee and remain operative in respect of each of the said account 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 them. This guarantee shall not be considered as cancelled or in any way affected by the fact that at any time or from time to time any of the said accounts may show no liability against the Borrower or may even show credit in his/her favour but shall continue and remain in operation in respect of all subsequent transactions till the accounts are closed.
4. The Guarantors hereby consent to the Bank making any variance, without reference or notice to them, that it may think fit in the terms of contract, including any change in rate of interest charged to the account, with the Borrower. The Guarantors further consent to the Bank accepting additional collateral security of any kind, determining

enlarging or varying any credit to them time or making any composition with them or promising to give them time or not to issue them and to the bank parting with any security it may help for the guaranteed debt. The Guarantors also agree that they shall not be discharged from their liability by the Bank releasing the Borrower or by any action or omission of the bank, the legal consequences of which may be to discharge the Borrower or by any act of the Bank which would, but for the present provision be inconsistent with their rights as Guarantors or by Bank's omission to do any act which, but for this present provision, the Bank's duty to the guarantors would have required the Bank to do so. The guarantors 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 Guarantors by section 133,134,135,139 and 141 of the Indian Contract Act. The Guarantors further agree That the acceptance by the bank of any irregular payments or any amount short of the amount of agreed instalment's whether made before or on due dates or thereafter by the Borrower shall not discharge the Guarantors from their liability and such acceptance will not amount to or create any new fresh contract. The Guarantors further agree that the Bank shall be in no obligation to notify them any default committed by Borrower at any time or from time to time.

5. The guarantors hereby consent to the Bank renewing from time to time the said.....limits of Rsallowed to the Borrower obtaining fresh documents from them closing the existing accounts, opening new accounts, or transferring the same or part thereof of any branch of the Bank. Notwithstanding this, the Guarantors agree and declare that they shall remain liable to the Bank for any indebtedness of the Borrower under the renewed limit and the terms and conditions of this deed shall apply and govern their liability under the renewed limit.
6. The Guarantors here declare that the dividends, compositions or payment received by the Bank from Borrower or any other person or persons liable to them or his or their representative shall be taken and applied as payment in gross and the Guarantors and 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 or his representatives which are covered by this Guarantee shall have been paid.
7. No advance, overdraft or other credit facilities that the Bank may give to the Borrower beyond the limit mentioned in para No. 1 above or obtaining or any other guarantee or security from the Borrower shall determine, prejudice or lessen the Guarantors hereunder.
8. The Guarantors further agree that any accounts settled between the Bank and the Borrower or the balance admitted or confirmed by them or their authorised agents as due on the said accounts to the Bank will be conclusive and shall not be disputed or questioned by the Guarantors.
9. The Guarantors authorise and appoint the Borrower or any person duly authorised by them to operate account and also each of the co-guarantors as agent to confirm the

balance due and acknowledge liability on their behalf as Guarantors from time to time. The Guarantors further agree that any acknowledgement of liability made by Borrower or any person duly authorised by them to operate account or any of the co-guarantors as agent on behalf of the Guarantors, shall be binding on them for giving fresh start of limitation and also for admission of liability agents them.

10. In case the Bank sells the hypothecated or mortgage security/ies held in the account, the Guarantors agree that the Bank may sell said securities without giving any notice of such sale to the Guarantors. The Guarantors agree that they will not question the sale or the sale price in any manner or on any round whatsoever.
11. In case the amount guaranteed by the Guarantors is paid by the Borrower to the Bank and the Bank in consequence discharges the Guarantors 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 Guarantors 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 Guarantors also agree that the Bank may enforce the guarantee without enforcing, selling or realising any of the securities kept under lien, hypothecated, pledged or mortgaged with it notwithstanding that any bills or other instruments given by the Borrower 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 guarantors except on the terms of their making full payment upto the limit of their guarantee for any then outstanding liabilities or obligation on the said account. The Guarantee shall not be affected by their death or insanity until the Bank shall have received formal authentic notice in writing thereof.
14. If the Guarantors have or shall hereafter take any security from the Borrower in respect of their liability under this Guarantee(s) will not prove in the liquidation of the Borrower 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 guarantors and or any securities or goods in the hands of the Bank belonging to any of the Guarantors and the Bank shall be entitled to appropriate/set off/ realise the same.
16. The absence or infirmity in the borrowing powers on the part of the Borrower or any irregularity whatsoever in the exercise thereof shall not affect the liability of the Guarantors and any moneys advanced to the Borrower shall be deemed to be due and owing notwithstanding such absence infirmity or irregularity and this guarantee shall not be affected by any change in the name or constitution of the Borrower, it is further expressly agreed that this guarantee shall remain enforceable against the Guarantors irrespective of the fact whether the contract between the Borrower and his creditor is enforceable at law or not 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 Guarantors and they agree and undertake to indemnify and reimburse the Bank for any loss, damages, costs and other charges which the Bank may have to recover and realise from the Borrower in his 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 Guarantors by sending the same by post addressed to them at address hereunder written and shall be affectual 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 Guarantors 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 Guarantors agree that a copy of the account of the principal debtor(s) contained in the bank book 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 amount for the time being due to the Bank from the Principal debtor(s) in any accounts or there proceeding brought against him upon this guarantee.

In witness where of the Guarantors and the Bank have set their hands hereunto onday20

Guarantors

1. Signature
Name
Occupatin
Address

2. Signature
Name
Occupatin
Address

witnesses

1.....
.....

2.....
.....

For and on behalf of the bank

AGREEMENT OF CASH CREDIT
ZILA SAKHARI BANK LTD., GHAZIABAD

Zila Sakhari Bank Ltd., Ghaziabad Branch through
their officehaving at the request of.....
.....(herinafter called the Borrower) undertaken to upon in
the books of Bank at.....a cash
credit account with the borrower up to maximum limit of Rs.....
(Rupees.....)

It is agreed as follows:-

1. That the Bank shall not , under this agreement , be required to make advances to such an amount that the total dues in this account including interest and other charges may, at any time, exceed the sum of Rs.....the Borrower shall ,however, the responsible of the payment of the entire amount that may, any time be due in this account although such amount may exceed the above mentioned limit.
2. That the interest at rate ofpercent per annum with monthly rests shall be calculated on the daily balances of the said account and shall be charged to the account on the last working day of every month and it will form part of the principal and will carry interest at the above mentioned rate.
3. That the demand being made by the Bank , the borrower shall pay to Bank the balance then outstanding and owing to the Bank, on the said account inclusive of the interest at the above mentioned rate to the date of payment, together with all the charges and expenses charged or incurred by the Bank as ascertained by the books of the said Bank which borrower agree to accept sufficient proof of the correctness thereof, without the production of any voucher or paper.
4. That the Bank should have to take out legal proceedings for recovery of its dues, Borrower will be liable for all costs incurred by the Bank till recovery of its full amount including the costs undertaken, before filing of suit.
5. That a relative pronote , dated.....for Rs..... alongwith other documents have been executed by the borrower in favour of the Bank to secure payment of any sum which may at any time be due to the Bank of such account.
6. That the borrower agrees to pay incidental charges for every six months of part thereof (according to labour involved) during the time the account remains open.

7. That the Borrower shall not be entitled to any interest for any sum which may at any time stand to there credit in this account.
8. That the Bank will always be at liberty to stop making advance at any time without previous notice and without assigning any reason, even though the said limit of Rs.....has not been fully availed off.
9. That the Borrower also agrees that any dispute arising as the interpretation of the contract or the amount due etc. there under shall be referred to the Registrar, Cooperative Societies, Uttar Pradesh whose decision in the matter shall be final and binding on us.

Dated at.....thisday of.....2.....

Witnessed by:

Signature of Borrower

Signature.....

Full Name.....

Address.....

.....

Witnessed by:

Signature.....

Full Name.....

Address.....

.....

For The Zila Sakhari Bank Ltd., Ghaziabad

Branch Manager

सेवा में,

शाखा प्रबन्धक,

जिला सहकारी बैंक लि०, गाजियाबाद

शाखा.....

आज दिनांक को मैं.....

निवासी.....आपकी

बैंक से रू०का कर्जा वास्ते

.....ले लिया है । कर्ज के कागजों पर जो कुछ लिखा है वह मैंने अच्छी तरह पढ़कर/पढ़वाकर समझ लिया है । मैंने कर्ज के कागजों पर हस्ताक्षर अपनी पूरी जानकारी एवं स्वेच्छा के साथ समझकर किये हैं ।

भवदीय,

1. हस्ताक्षर

ऋणी का नाम

सेवा में,

लेटर आफ अन्डरटैकिंग गारण्टर्स

शाखा प्रबन्धक,

जिला सहकारी बैंक लि०, गाजियाबाद

शाखा.....

आज दिनांकको श्रीपुत्र

निवासी

ने आपके बैंक से रू०का कर्जा वास्ते

.....ले लिया है । जिसकी हमने

1.....पुत्रनिवासी.....

2पुत्र.....ने गारंटी दी है । गारंटी के

कागजों पर जो कुछ लिखा है वह हमने अच्छी तरह पढ़कर/पढ़वाकर समझ लिया है । कर्ज की गारंटी के

कागजों पर हस्ताक्षर हमने पूरे होशो-हवाश के साथ और स्वेच्छापूर्वक किये हैं ।

भवदीय,

1. हस्ताक्षर

जमानती का नाम

2. हस्ताक्षर

जमानती का नाम