

Booklet of Retail Lending Schemes

(Technical Monitoring & Evaluation Cell)



The Mahendragarh Central
Co-operative Bank Ltd,
Mahendragarh

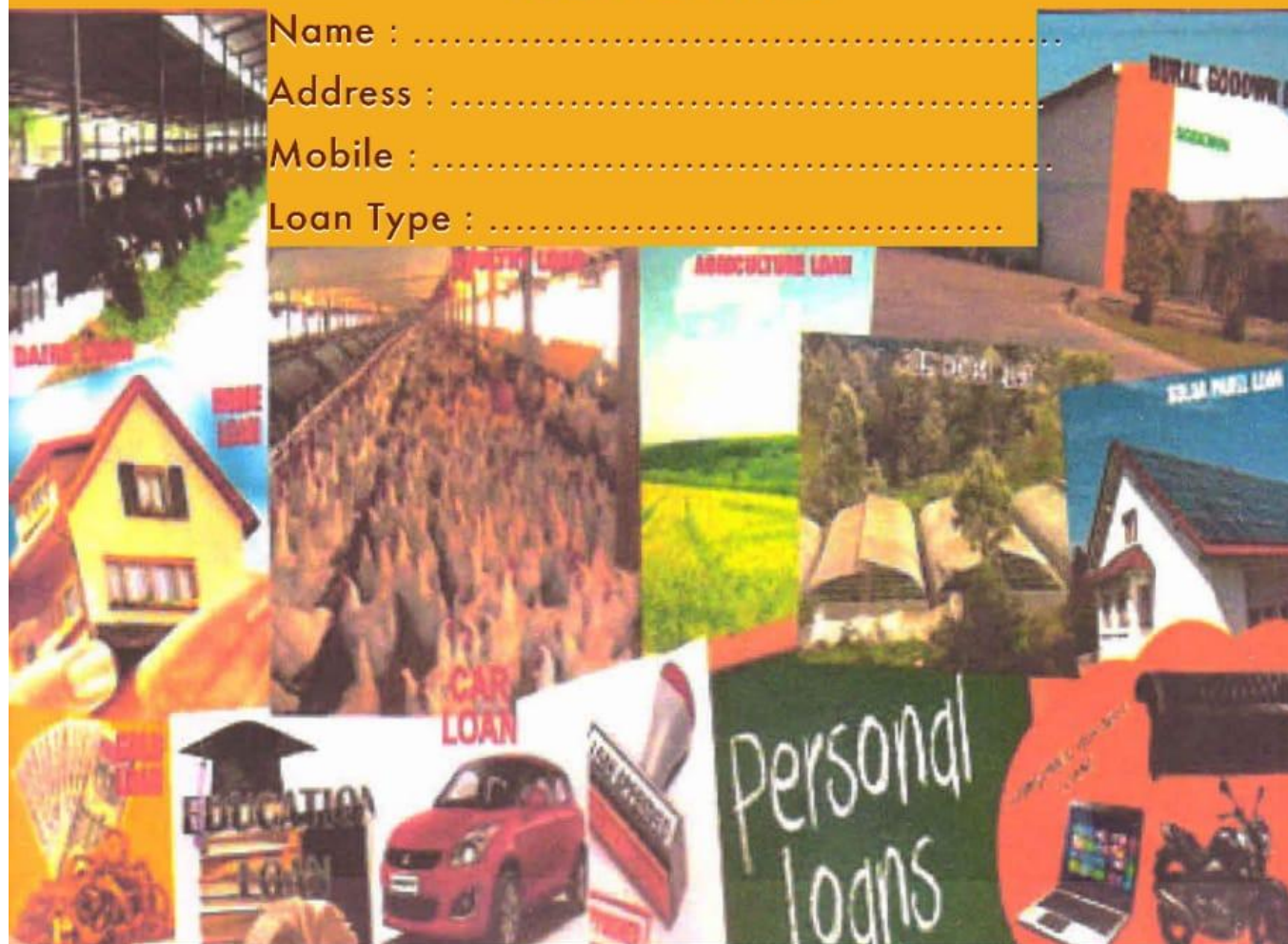
Urban Housing Finance Scheme

Name :

Address :

Mobile :

Loan Type :



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1. Urban Housing Finance Scheme

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**THE MAHENDRAGARH CENTRAL COOPERATIVE BANK LTD; MAHENDRAGARH
URBAN HOUSING FINANCE SCHEME**

INTRODUCTION

The Cooperative Banks in Haryana have been facing fierce competition from Commercial Banks which resulted decline in their market share during the last few years. The Coop. Banks due to several reasons including outdated loan policy and procedures, failed to diversify their loaning operations and crop loans continued to be their most important business. This affects their profitability as the margins for crop loan business have dropped substantially over the years. The solution for improving productivity and profitability of Cooperative Banks lie in diversification of their lending. Housing Finance has emerged as a key activity and fastest growing sector. Commercial Banks both in Private and Public Sector are chasing the prospective customers with their aggressive marketing strategies. Thus looking into the vast potential available in the area and to enable the Bank to utilize this opportunity for business expansion and diversification policy initiative to open the area of Housing Finance in the Bank has been formulated as follow:-

1. PURPOSE

The loan under the scheme shall be available only on plots of HUDA / Housing Board Houses and flats and Housing colonies approved by Director Town & Country Planning only within the area of operation Distt. Mahendragarh of the bank for the following purposes:-

- 1.1 For construction of house / flat;
- 1.2 For purchase of built house / flat.
- 1.3 For purchase of under construction house / flat from Housing Boards / Haryana Urban Development Authorities / Co-operative Societies / Approved Private Builders.
- 1.4 For carrying out Additions to the house/flat.
- 1.5 For carrying out repairs / renovation / alterations/ cost of furnishing to the house / flat.
- 1.6 For meeting cost escalation in the cases of under construction houses/flats to existing Housing Loan borrowers.
- 1.7 For purchase of land / plot for house building.
- 1.8 Payment of installment (s) of plots allotted by HUDA/Housing Board houses /Flats;
- 1.9 Payment of earnest money of HUDA plots/Housing Board houses /flats;

In no circumstances loan will be sanctioned on colonies which are not approved by Directorate of Town & Country Planning.

The Bank will not finance purchase / payment of installment of plots other than HUDA / Housing Board.

2 ELIGIBILITY:

Individuals / Joint Owners are also eligible.

- 2.1 Professionals, Businessmen and Traders will be eligible for the loan up to 50 times of the average of their net monthly income during the past three years, which will be determined from their income tax returns and that of the Co-borrower, if any.
- 2.2 All Govt. employees and employees of Boards / Corporations / Cooperative Institutions. Registered and Recognized Educational Institutes, Multi National Companies, Public and Private Companies etc. Such borrowers shall be eligible for the loan equal to their 50 times of monthly gross pay.
- 2.3 The borrower should have attained the minimum age of 21 years. However the repayment of loan should be completed at the maximum age of 65 years.
- 2.4 The loan will be provided to the eligible borrowers within operational area of the Bank.

3. QUANTUM & NATURE OF LOAN

NATURE OF LOAN:- TERM LOAN

- 3.1 For Construction / Additions / Purchase of House / Flat: Need based loan depending upon the project cost and repaying capacity of the borrower maximum Rs. 40.00 lakhs.
- 3.2 For purchase of Land / Plot for House Building: Maximum 50% of the eligible loan amount as per the repayment capacity.
- 3.3 For repairs / renovation / alterations: Maximum Rs.10 lakhs. The prospective borrower (s) will be eligible after 5 years of construction of House / Flat;
- 3.4 Cost of furnishing may be included in the project cost with maximum upto 10% of eligible housing loan.
- 3.5 Repayment should be fixed on a realistic basis, of the borrower(s). For this purpose, all deductions including the proposed Housing Loan installment should not exceed 50% of gross salary for employees / net income for businessmen borrower(s).
- 3.6 The income of the spouse and earning children (whether married or unmarried) should be taken into account for determining the income for the purpose of borrowers' repaying capacity.

The income of the joint owners of the property may also be added for determining the repaying capacity. In such cases, they should be made co-borrower.
- 3.7 Father / Mother can also be made as co-borrower in cases where property is in the single name of his / her son and also clubbing of their income be permitted for the purpose of eligibility / repayment of loan.
- 3.8 Likely rental income, if the property is to be let out be also considered for determining the repaying capacity. The same be assessed on the basis of the rental value in the locality in which the house/flat is located. The market report may be gathered from the property dealers of the locality and a mention of the same may clearly be made in the recommendation note of Branch Manager.

4. MARGIN:

| Parameters | | Margin |
|--------------------------------------------------|---------------------------------|--------|
| For All purposes except to purchase of Land/Plot | Housing Loan Upto Rs.25.00 lacs | 20%* |

| | | |
|------------------------------------------|-----------------------------------|------|
| | Housing Loan above Rs.25.00 lakhs | 25%* |
| Purchase of Land/Plot for House Building | | 50%* |

*NOTE:- Charges e.g. stamp duty, registration charges and other documentation charges, if any, paid by the borrower shall not be considered towards margin money. However, Acquisition cost of Plot be considered towards Margin Money).

5. RATE OF INTEREST - Fix

For Public 8.40%

For Staff 8.25%

Note: BODs can vary the rate of interest of all retail lending schemes.

- 5.1 Fixed rate of interest option on Housing Loans disbursed on or after 01.05.2018, will be subject to re-set clause of three years. There will, however, be no application of re-set clause for a repayment tenor upto three years. The re-set clause will be as under:-

“Interest rate shall be reviewed and re-set on completion of a block of three 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 three 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 five years. Only Bank has full discretion to fix/prescribe/revise/re-set the rate of interest”.

- 5.2 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 three years, and rate shall continue to be fixed till next applicable reset date.

- 5.3 The borrower(s) will be required to exercise fix rate of interest option at the time of submission of loan application.

- 5.4 Further, whenever loans for repairs / renovation / alteration, furnishing and additions is allowed to an existing housing loan borrower(s) for the same house for which the existing housing loan is outstanding, the fresh applicable ROI will be charged on proposed housing loan. However loan will be allowed within the prescribed limit i.e. upto Rs.40.00 lakhs.

- 5.5 PENAL INTEREST: 3% p.a. on default amount over and above the normal rate of interest after 30 days.

Note:- Further, where loan is sanctioned for purchase of plot/land & in case construction of the house is not completed within two years from date of disbursement of the loan or in case the plot / land is sold, penal interest at 3% over & above the prescribed rate of interest will be charged from the date of disbursement of the loan.

- 5.6 FOR ALL CASES INCLUDING PURCHASE OF PLOT / LAND: In case of default in repayment of loan, the borrower shall be liable to pay penal interest as per the guidelines of Bank and subsequent circulars issued on the subject from time to time.

5.7 LATE PAYMENT CHARGES :-

- a) Late payment charges : Rs. 500/- (Plus taxes if any) after 30 days

- b) Cheque bounce charges: Rs. 250/- (Plus taxes if any) per cheque.
(Also applicable to Harco Bank staff & DCCB, MAHENDRAGARH Staff)

6. PROCESSING FEES

- 6.1 Processing fee – PUBLIC :- 0.40% of loan amount sanctioned.
Note: Processing fee: Nil (Upto 31.03.2019 loan sanction on dated 01.05.2018 and thereafter).
6.2 Processing fee – HARCO BANK STAFF & DCCB, MAHENDRAGARH STAFF :-
NIL

Note: Obtain processing fee before disbursement of loan.

7. PRE-PAYMENT CHARGES :- NIL

8. SECURITY:

- 8.1 Equitable / registered mortgage of the property.
- 8.2 Where mortgage cannot be created immediately in situations like house/flat is being purchased / allotted by the Housing Board, Haryana Urban Development Authorities or Co-operative Society / Builder, and title / conveyance deed are executed in favour of purchaser only after completion of construction & possession/ making full payment of the cost of house / flat, a stamped Tripartite Agreement be executed amongst Housing Board / Development Authority / Co-operative Society / Builder, the intending borrower and the Bank before release of the loan. (By entering into Tripartite Agreement among Board/authority/ society / Builder / seller, allottee / purchaser and bank, bank gets direct privity with the Housing Board / Development Authority / Co-operative Society / Builder).
- To secure such loan, GUARANTEE of person(s) acceptable to the Bank be obtained.
- 8.3 In cases where there is a gap between the handing over of the conveyance of title to the borrower by the builder and creation of mortgage with the Bank by the borrower, during which the borrower may deal with the property otherwise also, before creation of mortgage with the Bank, separate NEC / Search Report at the time of creation of mortgage in respect of property (Flat / House) should be obtained and also obtain Agreement to be mortgaged.
- 8.4 In case of death of the borrower/co-borrower the bank at its discretion continue the loan provided if sufficient collateral security is furnished by the legal heirs/ surviving borrowers for repayments acceptable to the bank otherwise balance amount of loan interest and charges if any be recovered from legal heirs;
- 8.5 In case of death of surety the borrower will be liable to furnish new surety.

9. DISBURSEMENT:

- 9.1 For outright purchase of house / flat & plot, the loan will be paid in lump sum to the vendor at the time of registration after satisfying that borrower has paid / provided for the balance amount / his contribution.
- 9.2 For house / flat under construction, the loan amount will be disbursed in stages depending on progress of construction, i.e., at stage like completion of plinth, construction up to lintel level, completion of roof etc. and / or demand raised by selling agency after ensuring that the borrower has invested his pro-rata share towards required margin.

Further, The Branch Manager will issue subsequent installments on written request of the borrower after site verification and receipt of self attested photocopies of bills of materials purchase by the borrower. Such documents & utilization certificate will be placed in the file.

- 9.3 In case of additions, also, the loan amount will be disbursed in stages depending on progress of construction.
- 9.4 In case of repairs / renovation / alteration, Incumbents to ensure that after having disbursed 50 % of the amount sanctioned, the subsequent disbursement(s) should be after proper verification that the amount earlier disbursed has been utilized as per estimates submitted by the borrower and that he has invested his pro-rata share towards required margin.
- 9.5 Reimbursement in Housing Loan may be allowed to prospective borrowers, who have purchased property out of their own sources, provided request for such reimbursements are made within a maximum period of three months from the date of purchase of said property. Such reimbursements may be permitted after duly verifying the source of funds by the branch Head for purchase of said property.
- 9.6 Whole sanctioned loan will be utilized within the period of two years from the disbursement of 1st installment. In case the borrower fails to utilize, the EMI will be revised according to the utilized disbursement of loan.

10. INSURANCE:

The flat/house being constructed with the financial assistance from the bank shall be comprehensively insured with Bank clause in the policy at the cost of the borrowers and the responsibility for the renewal of the insurance policy every year will be solely of the borrower. In case of failure to get the insurance done or renew the loss caused to property will be responsible of loanee only.

11. REPAYMENT:

- 11.1 For carrying out repairs / renovation / alterations to the house / flat : Loan along-with interest is to be re-paid in equated monthly installments within a period of 15 years inclusive of moratorium period, if any.
- 11.2 For Others: Loan along-with interest is to be re-paid in equated monthly installments within a period of 20 years inclusive of moratorium period, if any.
- 11.3 REPAYMENT HOLIDAY (MORATORIUM PERIOD):
 - 11.3. 1 For Construction / Additions of House / Flat : Till completion of construction (including additions) or 18 months, from the date of disbursement of first installment of the loan, whichever is earlier.
 - 11.3. 2 For carrying out repairs/ renovation / alterations to the house / flat : Till completion of repairs/ renovation / alterations or 6 months, from the date of disbursement of first installment of the loan, whichever is earlier. However, General Manager/C.E.O may further relax the moratorium period by six months under the both Para 9.3.1 & 9.3.2 above.
 - 11.3. 3 For purchase of ready built House/ flat OR land/plot: The repayment to start after the date of possession or 3 months from the date of advance, whichever is earlier.

Note: Further, in those cases where a moratorium period is allowed by the sanctioning

authority, where loan is allowed for construction purposes, it may be ensured that the amount of expected accrued interest, on monthly compounded basis, for the period of moratorium is added to the Loan (Principal) amount presuming that the entire loan is disbursed on the date of first disbursement itself and EMI calculated accordingly.

However, there may be situations where Sanctioning Authority is required to quote EMI matching to the EMI quoted by our competitors. This is on account of recovery of interest component chargeable in the account, during the period of moratorium, by some of the Housing Financial Institutions / Banks. Therefore, it is desirable that the prospective borrower is suitably advised and given the option, at his/her specific request, of either:

Repaying the interest component chargeable in the account during the period of moratorium and EMI thereafter;

OR

In case borrower exercises the option of not paying interest during the moratorium period, interest component chargeable in the account for the moratorium period would be spread over the EMIs for the entire repayment period. The EMI in such cases be appropriately worked out and advised presuming that the entire loan is disbursed on the date of first disbursement itself.

This is explained by an example hereunder:

EXAMPLE

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Amount of Loan sanctioned and disbursed say | Rs. 3,00,000/- |
| Repayment period allowed say | 15 years |
| Moratorium period allowed say | 18 months |
| Rate of interest say | 10.25% p.a. |
| Case 1 | |
| Presuming that entire loan is disbursed on the date of 1 st disbursement itself without servicing of interest during moratorium period. | |
| Equated Monthly Installments (EMI) on arrear basis for remaining 162 months at total amount of Rs.349631/-* | Rs.3993/- p.m. |
| *Interest for 18 months Rs.49631/- | |
| *Principal Amount Rs.300000/- | |
| Case 2 | |
| Presuming that entire loan is disbursed on the date of 1 st disbursement itself with regular servicing of interest during moratorium period. | |
| EMI on arrear basis for remaining 162 months at Principal amount of Rs.300000/- | Rs.3426/- p.m. |
| Case 3 | |
| In case moratorium period not allowed. | |
| EMI on arrear basis for 180 months at Principal amount of Rs.300000/- | Rs.3270/- p.m. |

Incumbents should ensure to clarify the exact position to the prospective borrower to avoid any anticipated Business Loss for quoting a higher EMI.

Further, the aforesaid provision of moratorium period be developed and promoted/ used as an

effective marketing tool by the field functionaries (BMs).

11.3.4 For under - construction flats / houses built by approved private builders:-

11.3.4.1 The repayment shall start from immediate subsequent month after the final disbursement of the loan or after 1½ years whichever is earlier.

11.3.4.2 The interest accrued will be collected on monthly basis.

11.4 In case of loans to individual members of Group Housing Societies, the repayment shall start from immediate subsequent month after the final disbursement of the loan.

11.4.1 The repayment shall start from immediate subsequent month after the final disbursement of the loan or after 1½ years whichever is earlier.

11.4.2 The interest accrued will be collected on monthly basis.

11.5 Repayment of the loan along with interest should not extend beyond the age of 65 years of borrower. In case loan is allowed to joint owners, it should be ensured that at least one of the joint owners should be able to repay the loan along with interest maximum upto the age of 65 years.

11.6 In order to ensure that regular installments are received and defaults are minimized it be ensured as under:

11.6.1 At location where ECS (Debit) is not available – Recovery / Repayment of EMIs in all Retail Loan accounts be considered through PDCs / Standing Instruction. Mandate of the customers for debiting their accounts through Advance cheques signed by the borrower repaying monthly installments under the cover of letter be obtained. Such Post dated advance cheques should be obtained of that account whose statement of account is obtained and not of our Bank where a shadow account is opened just for getting cheque book.

Minimum 24 Advance Cheques) signed by borrower towards repayment of monthly installments along with Letter of Deposit be obtained. However, when the number of cheques with the branch reaches six (6), the borrower to give additional 24 cheques duly signed. This system of giving additional cheques shall continue till the adjustment of the loan. PDCs will remain in safe custody of Branch Managers.

OR

At location where ECS (Debit) is available – Recovery / Repayment of EMIs in all Retail Loan accounts be considered only through ECS (Debit) mandate of the customers for debiting their accounts. Further, wherever ECS (debit) / Standing Instructions are obtained, 2-3 PDCs be procured / maintained as SECURITY by the branches to keep remedy alive under Section-138 of Negotiable Instruments Act.

OR

Irrevocable Letter of Authority from the borrower to the employer for either remitting the salary to the bank or for remitting the monthly installment for repayment of loan to the bank. An acknowledgement of the said letter of authority from the employer be kept on record. Further, in cases where employer remits the salary to the bank, an irrevocable letter of authority from the borrower be obtained for debiting the amount of installment to the SF Account.

11.7 Illustrative charts indicating EMI to cover repayment of principal and interest on is available as at Annexure .

- 11.8 Effect of upward revision in interest rates on repayment: The borrower always has one of the following options to exercise for repayment of loan:-
- To pay increased amount of EMI;
 - To continue to pay the existing amount of EMI with condition that the balance outstanding in the account would be paid in one go with last EMI of the originally applicable repayment tenor;
 - To prolong the repayment period.

In case no option is given by the borrower, the option 11.8c, i.e., to prolong the repayment period appropriately be implemented.

12. TAKEOVER OF HOUSING LOAN ACCOUNTS:

- 12.1 Sanctioning Authority may permit takeover of housing loan accounts from other Financial Institutions / Banks.

Further, Branch Manager may allow takeover of housing loan accounts from other than financial Institutions / Banks, on individual merits of the case(s), subject to the condition that the loan allowed by employer has been for the purpose of housing activity only and the remaining repayment period should remain at least above for 3 years.

However, Sanctioning Authority, while taking over the loans shall ensure that housing loan accounts with other Financial Institutions / Banks / Employer are running regular with no defaults in payment of interest / installments and *take over is to be permitted strictly in terms of Bank's extant "urban housing finance scheme" guidelines.*

- 12.2 In case takeover of housing loan accounts from other FIs/Banks, as the original title deed remains in the possession of previous financier and is released only after disbursement of loan by our branch, following steps be taken:

Certified copy of the title deeds be obtained from the concerned office of Sub-Registrar / Registrar of Assurance by the Branch Manager along with search report. The other documents like previous electricity bill, water bill, house tax receipt etc. be also examined to satisfy about ownership of proposed borrower. Branch Manager should also visit the site personally and identify the property in question including sanction of the map.

The Branch Office should draw credit information report from Credit Information Agencies (CIBIL / Equifax / Experian etc. as per Bank's extant guidelines) data base to have information about availment from other banks and repayment of loan status.

The party should request his/her banker to allow examination of original title deed. The other bank is obligated to allow examination of original on the request of borrower. Under Section 60B of Transfer of Property Act, 1882, Mortgagor is entitled at all reasonable times, at his/her request and his/her own cost and on payment of the mortgagee's costs and expenses in this behalf, to inspect and make copies or abstracts of, or extracts from, documents of title relating to the mortgaged property which are in custody or power of the mortgagee. In case of reluctance on the part of existing financier, the above provision of law can be quoted.

13. OTHER GUIDELINES:

- Bank credit as housing finance can be extended for repairs, renovations, additions etc. to a building / house / flat irrespective of whether it is owner occupied or tenant occupied. For this purpose, estimate of cost of repair etc., and the certificate of completion of work done be

obtained from qualified engineer/architect.

- b. There is no bar in providing finance to a person who or whose spouse already having a house or flat in his/her name.
- c. In case of finance for purchase of plot / land /flat / house, sanctioning authority to ensure that the title of the same is marketable and free from all encumbrances.
- d. The regularity of income of the borrower(s) over the entire span of loan should be clearly established before sanction of loan. Latest salary slip, ITR (for the last three years) etc. be taken & perused. For borrower(s) having income other than salary, repaying capacity be arrived at on the basis of average income of last three years, as given in ITRs.
- e.
 - a) For Prospective Borrowers dealing with us - Statement of account of prospective borrowers having their account with our Bank, be obtained to establish satisfactory transactional record.
 - b) For Prospective Borrowers dealing with other Banks/FIs- The track record of at least one year of prospective borrower / co-borrower, dealing with other banks / FIs and willing to avail loan from our Bank must be thoroughly verified before making the advance. Further, the genuineness of documents including Bank A/c statements etc. to be obtained for this purpose shall also be ensured invariably, besides conducting other checks such as CIBIL database check- up, KYC norms etc. and fulfilling other requirements of the scheme.

In case of salaried employees, statement of account should be of that account, in which their salary is being credited. In other cases, it should be of an account whose declaration has been made in the Income Tax Returns (wherever applicable). This is to facilitate ascertaining general conduct of the account including other borrowings.

- c) In case of the customers not having their account with any other Bank / FI or for any deviation on the above account, the Branch may take suitable decision based on merits of each case.
- f. Post dated cheques / ECS of the Bank whose statement of account is furnished be obtained and not of our Bank where a shadow account is opened just for getting cheque book.
- g. Where the PDCs are nearing exhaustion, the Branch should insist for fresh PDCs and non-submission of the same be treated as violation of terms and conditions.
- h. Spot verification of plot/house to be purchased/ constructed is must and the incumbent should give his views/comments on the location/valuation of the house/plot while according sanction.
- i. On completion, a certificate be obtained from approved architect/ qualified engineer, certifying the end use of funds granted by the Bank.
- j. Immediate contact be made with the borrower on delay/default of any installment. Contact / liaison with the employer to put pressure on the borrower.
- m. Chain of title deeds should be complete and all the previous original title deeds should be kept on record.
- n. Wherever possible action under Securitization Act and/or u/s 138 of the Negotiable Instrument Act /Payment and settlement act be taken after complying with the requirement of law.
- o. All guidelines circulated by the Bank from time to time in respect of Drawing of Credit

Information Reports (CIRs) from 'Credit Information Bureau (India) Ltd. (CIBIL)/other Credit Rating Agencies be also followed.

- p. Keeping in view the increasing incidence of frauds, following important guidelines be complied with by field functionaries before sanction/ disbursement of housing loans and due diligence be ensured by exercising extra caution, as under:

i) That branch officials have in their possession detailed plans of the building (duly approved by the competent authority) to be taken as security, duly confirming that it is constructed as per admissible laws and rules and that there is no likelihood of its being demolished at a later date on the grounds that the construction was unauthorized/ illegal.

ii) That the services of only those advocates/lawyers be taken for verification purposes, who are of good standing and are experienced persons.

iii) That a clause be put in sanction letters that any third party liability coming on the Bank due to wrong information/ declaration given by borrower, will be his/her responsibility.

iv) Physical Verification:

a. The services of professionals such as Valuers and Advocates will not justify any dilution in the responsibility of our Bank officials in verifying the securities as per the Bank's laid down procedures.

b. Failure to do so would be construed to be gross negligence, which is to be taken to be lapses inviting vigilance overtone.

The following major steps regarding physical verification of Immovable Property be complied with besides other instructions issued by the Bank in this regard from time to time:

i. Recommending/ sanctioning authority to invariably visit the location of the actual property and place a report of visit with date;

ii) To retain a copy of selfie of Bank official alongwith mortgaged Property with Bank;

iii) Carryout evaluation of property by interacting with local people;

iv) Endeavour to confirm the genuineness of Immovable Property by asking in the neighborhoods; and

- q. Reschedulement in Housing loans may be allowed by an authority one step higher. However, repayment period of restructured housing loan will be fixed depending upon the repaying capacity of the borrower but should not exceed 20 years or till the borrower attains the age of 65 years, whichever is earlier.

- r. In all cases, branches to adhere to KYC norms, other extant guidelines and properly verify the identity and credentials of each of the borrower, guarantor, builder, seller, officials of Group Housing Society etc. and verify the genuineness of documents to their satisfaction, before disbursement of loan.

- s. The borrower and his guarantors shall be required to become associate members of the bank in the manner prescribed as per bye-laws of the Bank.

- t. The borrower and the guarantors will be jointly and severally liable to pay the loan amount.

- u. All disputes shall be disposed of as per the Haryana Cooperative Societies Act, 1984 and the rules framed there under and as amended from time to time and will be under the sole jurisdiction of courts at Distt. Mahendragarh.

Annexure-B**THE MAHENDRAGARH CENTRAL COOPERATIVE BANK; MAHENDRAGARH
APPLICATION FORM FOR HOME LOAN****For office use only**

| |
|-------------------|
| Branch _____ |
| Received on _____ |

Recent photograph
of applicantRecent photograph
of Co- applicant

| <u>Information</u> | <u>Applicant –I</u> | <u>Co-applicant</u> |
|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| First Name | | |
| Middle Name | | |
| Last Name | | |
| Father's/Husband's Name | | |
| Income Tax PAN No.* | | |
| Identification No. (tick any one)* | <input type="checkbox"/> Passport <input type="checkbox"/> Voter ID <input type="checkbox"/> Driving License <input type="checkbox"/> UID No. _____ | <input type="checkbox"/> Passport <input type="checkbox"/> Voter ID <input type="checkbox"/> Driving License <input type="checkbox"/> UID No. _____ |
| Date of Birth* and Gender | _____ Male Female | _____ Male Female |
| Educational Qualification* | <input type="checkbox"/> Undergraduate <input type="checkbox"/> Graduate <input type="checkbox"/> PG <input type="checkbox"/> Professional course <input type="checkbox"/> Other | <input type="checkbox"/> Undergraduate <input type="checkbox"/> Graduate <input type="checkbox"/> PG <input type="checkbox"/> Professional course <input type="checkbox"/> Other |
| Marital Status and No. of dependents in the household | <input type="checkbox"/> Single <input type="checkbox"/> No of Dependents <input type="checkbox"/> Married | <input type="checkbox"/> Single <input type="checkbox"/> No of Dependents <input type="checkbox"/> Married |
| Email address | | |
| Phone details (STD code – Tel resi.) | | |
| Mobile No. | | |
| Relative of Staff / Director of bank? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Residence Address* (Present) with Pin Code | _____ _____ | _____ _____ |
| Residence Address* (Permanent) with Pin Code Same as above | _____ _____ | _____ _____ |
| Status of current residence | <input type="checkbox"/> Owned (Self/ spouse/ dependent children) <input type="checkbox"/> Owned (Parents) <input type="checkbox"/> Rented by Self/Spouse <input type="checkbox"/> Leased by company/ govt. <input type="checkbox"/> Other | <input type="checkbox"/> Owned (Self/ spouse/ dependent children) <input type="checkbox"/> Owned (Parents) <input type="checkbox"/> Rented by Self/Spouse <input type="checkbox"/> Leased by company/ govt. <input type="checkbox"/> Other |
| Years at current residence* | _____ Years _____ Months | _____ Years _____ Months |
| Address for correspondence | <input type="checkbox"/> Current Residence <input type="checkbox"/> Permanent Residence <input type="checkbox"/> Office | <input type="checkbox"/> Current Residence <input type="checkbox"/> Permanent Residence <input type="checkbox"/> Office |

Supporting documents duly signed by the applicant should be attached.*Work and Financial Details**

| | | |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Employment Nature | <input type="checkbox"/> Salaried <input type="checkbox"/> Self employed <input type="checkbox"/> Professional <input type="checkbox"/> Other | <input type="checkbox"/> Salaried <input type="checkbox"/> Self employed <input type="checkbox"/> Professional <input type="checkbox"/> Other |
| If professional | <input type="checkbox"/> CA <input type="checkbox"/> Doctor <input type="checkbox"/> Engineer <input type="checkbox"/> Architect <input type="checkbox"/> Lawyer <input type="checkbox"/> Small/ Marginal farmer <input type="checkbox"/> Other agriculturist <input type="checkbox"/> Other | <input type="checkbox"/> CA <input type="checkbox"/> Doctor <input type="checkbox"/> Engineer <input type="checkbox"/> Architect <input type="checkbox"/> Lawyer <input type="checkbox"/> Small / Marginal farmer <input type="checkbox"/> Other agriculturist <input type="checkbox"/> Other |
| Nature of Organization | <input type="checkbox"/> Govt. <input type="checkbox"/> PSU Public Ltd. Co. <input type="checkbox"/> Pvt. Ltd. <input type="checkbox"/> Proprietorship Partnership <input type="checkbox"/> Other | <input type="checkbox"/> Govt. <input type="checkbox"/> PSU Public Ltd. Co. Pvt. Ltd. <input type="checkbox"/> Proprietorship Partnership <input type="checkbox"/> Other |
| Period in Current Employment/ Business | _____Years _____Months | _____Years _____Months |
| Total Employment/ Business Period | _____Years _____Months | _____Years _____Months |
| Date of Retirement (If salaried) | Month _____ Year _____ | _____Years _____Months |
| Name of Organization/ Business | _____ _____ | _____ _____ |
| Designation | _____ | _____ |
| Office Address | _____ _____ _____ | _____ _____ _____ |
| Phone details (STD code – Tel off.) | _____ | _____ |

If Self Employed/Professional

| | | | | |
|-------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| Income in last 3 Financial years*(Rs.) (As per Income Tax Return) | FY1 (20__ - 20__) _____ FY 2 (20__ - 20__) _____ FY 3 (20__ - 20__) _____ | FY1 (20__ - 20__) _____ FY 2 (20__ - 20__) _____ FY 3 (20__ - 20__) _____ | | |
| If Salaried/Other Annual Income* (Rs.) | Gross _____ Net _____ | Gross _____ Net _____ | | |
| Spouse's financial information* | <input type="checkbox"/> IT assessee & paid tax last yr <input type="checkbox"/> Earns but not formally <input type="checkbox"/> IT assessee but no tax paid <input type="checkbox"/> Does not earn | <input type="checkbox"/> IT assessee & paid tax last yr <input type="checkbox"/> Earns but not formally <input type="checkbox"/> IT assessee but no tax paid <input type="checkbox"/> Does not earn | | |
| Bank account details | Account –I | Account-II | Account –I | Account-II |
| Name of Bank | _____ | _____ | _____ | _____ |
| Branch | _____ | _____ | _____ | _____ |
| A/c No. (details of salary a/c. for salaried) | _____ | _____ | _____ | _____ |

Statement of Assets and Liabilities*

| | | |
|--------------------------------|----------------------------|----------------------------|
| Assets | <u>Applicant –I</u> | <u>Co-applicant</u> |
| Immovable Properties | Amount (Rs.) | Amount (Rs.) |
| Building/House/flat | _____ | _____ |
| Land | _____ | _____ |
| Moveable Properties | | |
| Cash | _____ | _____ |
| Deposits with banks | _____ | _____ |
| Investment in Govt. securities | _____ | _____ |
| Others | _____ | _____ |
| Total | _____ | _____ |

*Supporting documents duly signed by the applicant should be attached

Statement of Assets and Liabilities (Contd.)*

| Information | Applicant | Co-applicant |
|---------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| Liabilities | | |
| Outstanding loans/advances | Amount (Rs.) | Amount (Rs.) |
| Bank(s) | | |
| Employer | | |
| Provident fund | | |
| Relative and Friends | | |
| Others | | |
| Total | | |
| Networth (actual in Rs.) (Assets – liabilities) | | |
| Information about other loans taken (including previous loans from The Mahendragarh Central Cooperative bank Ltd; Mahendragarh) | | |
| Total loan limit (Rs.) | | |
| Total monthly repayment (Rs.) | | |
| Whether regular | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Proposed loan details | | |
| Information | Applicant | |
| Purpose for which loan is required (details as per enclosure “A” or “B”) | <input type="checkbox"/> Purchase of plot <input type="checkbox"/> Construction of house <input type="checkbox"/> Purchase of built house/residential flat/under construction <input type="checkbox"/> Carrying out repairs/renovation/addition/ alteration to existing house/flat <input type="checkbox"/> Take over loan from other bank/F.I. | |
| Total Cost of house/ flat/ construction and Applicant's contribution/Margin | Total Cost (Rs.) _____ | Applicant's contribution/Margin (Rs.) _____ |
| Loan Amount applied (Rs.) and Rate of Interest option | | <input type="checkbox"/> Fixed |
| Repayment Period proposed | _____ Years _____ Months | Moratorium/ Holiday Period: _____ Months |
| Monthly Installment | Mode: <input type="checkbox"/> Advance Cheques <input type="checkbox"/> Standing Instructions <input type="checkbox"/> Electronic Clearing System | |
| Other information | | |
| Information | Applicant/co-applicant | |
| Collateral security proposed | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| If yes | Type of collateral <input type="checkbox"/> Property <input type="checkbox"/> NSC/ LIC <input type="checkbox"/> Policy/ Govt. security <input type="checkbox"/> Shares <input type="checkbox"/> others | |
| Guarantor available | <input type="checkbox"/> Yes <input type="checkbox"/> No | if yes then furnish details in Part-II |
| Reference details | | |
| | Reference –I | Reference – II |
| Name | | |
| Address | _____ _____ _____ | _____ _____ _____ |

| | | |
|----------------------|-------|-------|
| Mobile No./telephone | _____ | _____ |
| | _____ | _____ |

*Supporting documents duly signed by the applicant should be attached

I/We hereby request for a loan as above and declare that: The information given in the loan application is true and nothing has been concealed. The undersigned undertakes to inform the Bank any change in my residence/office address and to provide any further information that the Bank may require. The undersigned has been informed of the charges/fee to be levied by the Bank and agrees to pay upfront fee, documentation charges, etc. as applicable and charged by the bank. The undersigned hereby agree to be bound by these terms and conditions or by the revised additional terms and conditions which may at any time hereafter be made while the loan obtained by me/us is still outstanding.

Yours faithfully,

Signature of Applicant: _____ **Signature of Co-**
Applicant: _____

Name of Applicant: _____ **Name of Co-Applicant:**

Date: _____

Date: _____

Place: _____

Place: _____

Note: In case there is more than one co-applicant, he/she should fill up another form.

ENCLOSURE - 'A'**ADDITIONAL INFORMATION REQUIRED TO BE GIVEN IF THE LOAN IS REQUIRED FOR CONSTRUCTION OF A HOUSE OR FOR CARRYING OUT REPAIRS/ RENOVATION/ADDITION /ALTERATION TO THE HOUSE/FLAT**

(* applicable only in case of carrying out repairs/renovation/addition /alteration to the house/flat)

| | | |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1. | Purchase price/acquisition cost of land : (Please attach attested copy of sale deed /lease deed) | |
| 2. | Address, location & surroundings of the house/flat (a rough plan indicating the location and surroundings of the house should be attached) | |
| 3. | Name & Address of the seller(s) /dealer/Housing Society to whom the payment is to be made | |
| 4. | Area of land (sq.metres) | |
| 5. | Proposed built up area | |
| 6. | Estimated cost of construction OR repairs/ renovation/ addition/ alteration (Estimate from qualified Engineer/ Architect be attached) | |
| 7. | Particulars of construction OR particulars of repairs /renovation/ addition/alteration be given. (Plan approved by the competent authority be attached) | |
| 8. | Purchase price/original cost of house/flat as per the sale/title deed in case the house was constructed by the present owner, the purchase price of the plot and cost of construction of the house should be separately stated. (Please attach a certified copy of the sale/title deed) * | |
| 9. | Present market value of the house/flat * | |
| 10. | Whether the plot is free hold or lease hold (In case the plot is lease hold, please state whether the lessee is authorised to mortgage the house - copy of the letter of authority from the lessor be attached) | |
| 11. | Has sanction for construction from the Competent authority been obtained? (If yes, give details and attach copy of plan duly approved by Municipal Body / Corporation concerned) | |
| 12. | Whether the plot on which construction or House on which repairs/renovation/addition/alteration is proposed is free from all encumbrances whatsoever (Attach non encumbrance certificate) | |
| 13. | Whether the place where the property is/will be situated is served by some Municipal Body/other agency? | |
| 14. | Any other information | |

ENCLOSURE - 'B'**ADDITIONAL INFORMATION REQUIRED TO BE GIVEN IF THE LOAN IS REQUIRED FOR PURCHASE OF A BUILT HOUSE / RESIDENTIAL FLAT/UNDER CONSTRUCTION OR IF THE LOAN IS BEING TAKEN OVER FROM ANOTHER BANK/FI**

| | | | |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|--|
| 1. | Address, location and surroundings of the house proposed to be purchased (Please attach a map/plan of the house) | | |
| 2. | Name & Address of the seller(s) /dealer/Housing Society to whom the payment is to be made | | |
| 3. | Covered area of house/flat | | |
| 4. | Year in which the house/flat was Constructed /allotted | | |
| 5. | Whether completion certificate from the competent authority obtained (If yes, attach copy) | | |
| 6. | Name & address of the present owner of the house / flat (Attach proof) | | |
| 7. | The price at which the house/flat is proposed to be purchased (Attach copy of agreement to sell / letter of allotment) | | |
| 8. | Whether the house is built on a lease hold plot. If so, whether authority to mortgage the house is available to the lessee (copy of letter of authority from the lessor be attached) | | |
| 9. | Whether the place where the property is/will be situated is served by some Municipal Body/other agency? | | |
| 10. | Whether the house proposed to be purchased is free from all encumbrances whatsoever (attach non encumbrance certificate) | | |
| 11. | Please provide the following details in case of a take-over loan only | Name of Bank/FI from which loan is being taken over: | |
| | | Limit (Rs.) | |
| | | Present Outstanding (Rs.): | |

Place:

Date:

Signature of the applicant(s)

**THE MAHENDRAGARH CENTRAL COOPERATIVE BANK LTD;
MAHENDRAGARH**

Recent
photograph
of guarantor

Part II GUARANTOR INFORMATION

Personal and Employment Details

| | | | |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| First Name | | | Employment Nature |
| Middle Name | | | <input type="checkbox"/> Salaried <input type="checkbox"/> Self employed <input type="checkbox"/> Professional <input type="checkbox"/> Other |
| Last Name | | | If professional <input type="checkbox"/> CA <input type="checkbox"/> Doctor Engineer/ Architect <input type="checkbox"/> Lawyer Small/Marginal farmer Other agriculturist Other |
| Father's/Husband's Name | | | Nature of Organization Govt./PSU Public Ltd. Co. Pvt. Ltd. |
| Income Tax PAN No.* | | | Proprietorship Partnership Other |
| Identification No. (tick any one)* | <input type="checkbox"/> Passport <input type="checkbox"/> Voter ID <input type="checkbox"/> Driving License <input type="checkbox"/> UID No. _____ | | Period in Current Employment/ Business _____ Years _____ Months |
| Date of Birth* and Gender | | Male Female | Name of Organization, Designation and Address |
| Educational Qualification and Relationship with applicant | | Spouse Parents Son / Daughter Other | |
| Email Id | | | |
| Address | Current residence address | Permanent address | |
| | | | |
| Phone details (STD code – Number) | - | Mobile No. | |

Financial Details

| | | |
|-------------------------------------------------|------------------------|------------------------|
| Information | Guarantor | |
| Is he/she an Income tax payee | Yes /No | |
| Total Income in last 2 Financial years (Rs.) | FY 1 (20____ - 20____) | FY 2 (20____ - 20____) |

Bank Account Details

| | | |
|-------------------------------------------------|--------|--|
| Name of Bank | Branch | |
| A/c No. (details of salary a/c for salaried) | | |

Statement of Assets & Liabilities*

| Liabilities | | Assets | |
|----------------------------|--------------|--------------------------------|--------------|
| Outstanding Loans/Advances | Amount (Rs.) | Immovable Properties | Amount (Rs.) |
| Bank(s) | | Building/House | |
| | | Land | |
| Employer | | Movable Properties | |
| Relatives /Friends | | Cash | |
| Provident Fund | | Deposits | |
| | | Investment in Govt. securities | |
| Others | | Others | |
| Total | | Total | |
| Net Worth (Actual in Rs.) | | | |

*Supporting documents duly signed by the guarantor should be attached.

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

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

Yours faithfully,

Signature of Guarantor:

Name of Guarantor:

Date:

Place:

Note: In case there is more than one guarantor, he/she should fill up another form (Part-II Guarantor Information).

**The MAHENDRAGARH CENTRAL COOPERATIVE BANK;
MAHENDRAGARH**

FOR OFFICE USE ONLY:

Branch Sector _____ **Mahendragarh**

Credit Information Report (CIBIL etc.) : No. _____ Score _____

Borrower :

Guarantor :

Any Adverse report, if so

Detail thereof :

Whether KYC norms in respect of all

Applicants/co-applicants/guarantors

Have been complied with :

Yes/ No

Whether it is a take over of

Loan from Bank/ FI :

Yes/ No

Whether the applicant/co-applicant is
already having a dwelling unit, if so details

Yes/ No, if yes. Details _____

In case of construction of house, confirm :
that copy of Sanction Plan approved
by competent authority in the name of
applicant has been obtained

Yes/ No

Legal Opinion

i) Name of approved Advocate :

ii) Date of NEC :

iii) Whether Counsel has given

Clear and marketable title
of the property

Gross monthly income of applicant

i) Gross Income :

Rs. _____

ii) Other Income :

Rs. _____

iii) (-) Existing deductions/ net income :

Rs. _____

iv) Income available for proposed EMI :

Rs. _____

v) Amount of EMI :

Rs. _____

vi) Net Take Home after proposed EMI :

Rs. _____

(should not remain below 50% of gross income)

Eligible amount of loan as per repaying capacity :

Proof of Income verified

- Name & Designation of person who verified : _____
- Documents from which verified : _____
- Income Tax Returns/ Salary Certificate : _____

Other terms & conditions

1. The borrower agrees to bear and pay any charge for switchover of the option in respect of rate of interest at the rate as prescribed by the Bank from time to time.
2. That it will be the duty and responsibility of the borrower/s to obtain the necessary permission of the Vendor/s and/or any authority/ lessor, if required, under any law, rules, regulations or any instrument to create the security hereby agreed by him/her/them to be created in favour of the Bank and it will be open to the Bank to refuse to disburse the loan until and unless the same is obtained and submitted to the Bank.
3. The borrower/s undertake/s to take necessary steps to get the leasehold property converted into freehold and get the conveyance/transfer deed executed and registered and bear all necessary expenses connected therewith from his/her own sources.
4. The borrower/s hereby agree/s and give/s to the Bank during the currency and for the payment of said loan, a general lien and right to set off and combine accounts without notice and charge on all movable properties of every description coming into the possession on account of the borrower/s for the time being held by the Bank on behalf of the borrower/s whether singly or jointly with others in India or elsewhere including, without prejudice to the generality, any moneys, bullion, deposits, deposit receipts, promissory notes, bill of exchange, cheques, railway receipts, Govt. bills and other documents of every description.

Comments/recommendations of Appraising Officer

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

Recommended for sanction of a Housing Loan of Rs. _____ favouring Sh./ Smt./ Km. _____ for Construction of

house/ Purchase of Built House /Residential Flat/ Purchase of Plot/ land / For Carrying out Repairs/Renovation/ /Addition/ Alteration to the existing house/flat subject to terms & conditions mentioned above. The loan is proposed to be guaranteed by Sh./ Smt./ Km.

_____ / collaterally secured
by _____. The loan shall be repayable in
_____Equated Monthly Installments (EMIs) of Rs._____ commencing w.e.f.
_____. The applicable rate of interest @_____, upfront fee
Rs._____ and documentation charges Rs._____ which be communicated
through a Sanction Letter and acknowledgement may be obtained and kept on record.

Place: Mahendragarh

Dated _____ 20____

Branch Manager

ANNEXURE- C

ILLUSTRATIVE CHECKLIST OF DOCUMENTS: While applying for the loan, the borrower is required to furnish the following information :

1. Loan application form duly completed with Photograph;
2. Identity proof;
3. Address/Residence proof;
4. Age proof;
5. **Income proof:**
 - **SALARIED CLASS:** Latest Salary certificate issued by the employer (indicating gross and net salary)/ Income tax Return, Bank Statement of salary account for last 6/12 months whichever is applicable;
 - **AGRICULTURIST:** Record of land holding any other proof of income;
 - **FOR ALL OTHER INDIVIDUALS:** Last 3 yrs. Income Tax Return or assessment order & computation of income statement, Bank Statement of account for last 6/12 months whichever is applicable;
 - Income proof of spouse/earning children/joint borrowers whose income is considered for the purpose of determination of loan amount (if applicable);
6. Property documents as per **PROPERTY CHECK-LIST.**
7. Undertaking of the borrower/co-borrower as to whether he/she owns residential property in his/her name;
8. Any other document which may be necessary as per requirement of the case.

A. CHECK LIST OF PROPERTY DOCUMENTS

A.1 FOR PURCHASE OF BUILT HOUSE/FLAT/DWELLING UNIT FROM INDIVIDUALS IN THE NAME (S) OF THE BORROWER (S):

- 1.1 Proof of Title of the Vendor;
- 1.2 Approved Plan of the House/Flat to be purchased;
- 1.3 Attested copy of completion certificate, if obtained;
- 1.4 Agreement to sell alongwith original receipts of payment of earnest money etc. made by the borrower (s) to the vendor;
- 1.5 In case of leasehold property, letter of authority from appropriate authority permitting transfer and mortgage of the property;
- 1.6 Non-encumbrance certificate.

A.2 FOR PURCHASE OF PLOT/LAND

- 2.1 Proof of Title of the Vendor;
- 2.2 Agreement to sell alongwith original receipts of payment of earnest money etc. made by the borrower (s) to the vendor;
- 2.3 In case of leasehold plot/land, letter of authority from appropriate authority permitting transfer and mortgage;
- 2.4 Non-encumbrance certificate.

A.3 FOR CONSTRUCTION/REPAIR /RENOVATION/ ADDITION/ ALTERATION/ COST OF FURNISHING

- 3.1 Attested copy of Sale Deed/Lease Deed;
- 3.2 In case of construction/addition/alteration, plan approved by the competent authority;
- 3.3 Estimate of construction / repair/ renovation / addition/ alteration by a qualified Civil Engineer/Architect;
- 3.4 In case of leasehold property, letter of authority from appropriate authority permitting mortgage;
- 3.5 Non-encumbrance certificate.

A.4 FOR PURCHASE OF HOUSE/FLAT FROM DEVELOPMENT AUTHORITY/HOUSING BOARD/PRIVATE BUILDERS/GROUP HOUSING SOCIETY

- 4.1 Agreement to Sell/Letter of Allotment/Brochure of Scheme and other relevant correspondence between the borrower(s) and vendor (Builder) regarding sale and purchase of the property;
- 4.2 Original receipts of payments made by the borrower (s) to Builder;
- 4.3 In case of leasehold property, letter of authority from appropriate authority permitting mortgage;
- 4.4 In case of proposal of members of Group Housing Societies, a letter(NOC) from the Society duly signed on its letter head;
- 4.5 Share certificate issued by the concerned Society in respect of borrower's own holding in its capital together with transfer deed signed in blank for the said share.

A.5 FOR PURCHASE OF LEASEHOLD PROPERTY ON POWER OF ATTORNEY/AGREEMENT TO SELL BASIS

- 5.1 Proof of title of vendor;
- 5.2 Proof of possession of Vendor;
- 5.3 Agreement to sell and original receipts of payments made by the borrower (s) to the vendor;
- 5.4 Non-encumbrance Certificate;
- 5.5 Power of Attorney executed by the Vendor;
- 5.6 "Will" of the vendor;
- 5.7 Letter of Awareness-cum-Possession from Vendor

NOTE: THE ABOVE LISTS ARE SUGGESTIVE AND BRANCHES TO OBTAIN DOCUMENTS AS PER LOCAL REQUIREMENTS.

ILLUSTRATIVE CHECKLIST OF DOCUMENTS REQUIRED FOR AVAILMENT OF LOAN

A. DOCUMENTS REQUIRED FOR AVAILMENT OF LOAN

A.1 HOUSING LOAN FOR PURCHASE OF BUILT UP HOUSE/FLAT/DWELLING UNIT:

- 1.1 Agreement for Housing loan (**Annexure- I**);
- 1.2 Mortgage Deed or Mortgage by Deposit of title deeds - (**Annexure II**);
- 1.3 Irrevocable Power of Attorney in favour of the Bank to carry out the obligations of the borrower under the loan Agreement (**Annexure IV**);
- 1.4 Irrevocable letter of authority from borrower(s) authorizing the employer to remit salary / installment and other amount payable to the bank cum letter of acknowledgement from employer (**Annexure IX**) – In duplicate

OR

Advance cheques signed by the borrower for repaying monthly installment ECS mandate; **OR**

- 1.5 Agreement of Guarantee (Annexure-VIII) be obtained.
- 1.6 Any other document which may be necessary as per requirement of the case.

A.2 HOUSING LOAN FOR PURCHASE OF PLOT/LAND

- 2.1 Mortgage Deed or Mortgage by Deposit of title deeds – (**Annexure II**);
- 2.2 Agreement for Housing loan (for purchase of Plot) (**Annexure III**);
- 2.3 Irrevocable letter of authority from borrower(s) authorizing the employer to remit salary /installment and other amount payable to the bank cum letter of acknowledgement from employer (**Annexure-I X**) – in duplicate

OR

Advance cheques signed by the borrower for repaying monthly installment ECS mandate; **OR**

- 2.4 Agreement of Guarantee (Annexure-VIII) be obtained.
- 2.5 Any other document which may be necessary as per requirement of the case.

A.3 HOUSING LOAN FOR CONSTRUCTION OF HOUSE/REPAIR/ RENOVATION/ ADDITIONS/ALTERATIONS

- 3.1 Agreement for Housing loan (**Annexure I**);
- 3.2 Mortgage Deed or Mortgage by Deposit of title deeds – (**Annexure II**);
- 3.3 Irrevocable letter of authority from borrower(s) authorizing the employer to remit salary /installment and other amount payable to the bank cum letter of acknowledgement from employer (**Annexure-IX**)-in duplicate

OR

Advance cheques signed by the borrower for repaying monthly installment ECS mandate; **OR**

- 3.4 Agreement of Guarantee (Annexure-VIII) be obtained.
- 3.5 Any other document which may be necessary as per requirement of the case.

A.4 HOUSING LOAN FOR PURCHASE OF HOUSE/FLAT FROM DEVELOPMENT AUTHORITY /HOUSING BOARDS /PRIVATE BUILDERS /GROUP HOUSING SOCIETIES

- 4.1 Agreement for Housing loan (**Annexure I**);

4.2 Irrevocable Power of Attorney in favour of the Bank to carry out the obligations of the borrower under the loan Agreement (**Annexure IV**);

4.3 Tripartite Agreement (in case of Development Authority / Housing Boards etc) (**Annexure V**) OR

Tripartite Agreement (in case of Private Builders) – (**Annexure VI**)

OR

Tripartite Agreement (in case of Group Housing Societies) (**Annexure VI**);

4.4 Irrevocable letter of authority from borrower(s) authorizing the employer to remit salary /installment and other amount payable to the bank cum letter of acknowledgement from employer. – in duplicate – (**Annexure IX**)

OR

Advance cheques signed by the borrower for repaying monthly installment OR
ECS mandate;

4.5 Agreement of Guarantee (Annexure-VIII) be obtained.

4.6 Any other document which may be necessary as per requirement of the case.

A.5 HOUSING LOAN FOR PURCHASE OF LEASEHOLD PROPERTY ON POWER OF ATTORNEY / AGREEMENT TO SELL BASIS

5.1 Agreement for Housing loan – (**Annexure I**);

5.2 Mortgage Deed or Mortgage by Deposit of title deeds – (**Annexure II**);

5.3 Irrevocable Power of Attorney in favour of the Bank to carry out the obligations of the borrower under the loan Agreement (**Annexure IV**);

5.4 Irrevocable letter of authority from borrower(s) authorizing the employer to remit salary /installment and other amount payable to the bank cum letter of acknowledgement from employer –(**Annexure-I X**) – in duplicate

OR

Advance cheques signed by the borrower for repaying monthly installment OR
ECS mandate;

5.5 Agreement of Guarantee (Annexure-VIII) be obtained.

5.6 Any other document which may be necessary as per requirement of the case.

NOTE: BESIDES ABOVE LISTED DOCUMENTS, ANY OTHER DOUCMENT AS PER LOCAL REQUIREMENT OR CASE SPECIFIC IS TO BE OBTAINED INVARIABLY.

DOCUMENTS

ANNEXURE – E

| Sl. No. | Documents | ANNEXURE | Page (s) |
|----------------|--------------------------------------------------------------------------------------------|-------------------------------|-----------------|
| 1 | Agreement for Housing Loan | 1 | 1 to 5 |
| 2 | Mortgage Deed | II | 1 to 2 |
| 3 | Agreement of Housing Loan (for purchase of Plot) | III | 1 to 6 |
| 4 | Power of Attorney | IV | 1 to 2 |
| 5 | Tripartite Agreement (in case of Development Authority /Housing Boards etc). | V | 1 to 3 |
| 6 | Tripartite Agreement (in case of Private Builders)/Group Housing Societies. | VI | 1 to 3 |
| 7 | Letter of Awareness-cum-Possession | VII | 1 |
| 8 | Agreement of Guarantee | VIII | 1 to 5 |
| 9 | Irrevocable Letter of Authority from borrower authorizing employer to remit salary. | IX | 1 |
| 10 | NOC from Cooperative Group Housing Society | X | 1 |
| 11 | Sanction Letter | XI | 1 to 2 |
| 12 | Supplementary Agreement | XII | 1 to 2 |
| 13 | Letter of Revival | XIII | 1 |
| 14 | Report of Investigation of title in respect of Immovable property | XIV | 1 to 11 |
| 15. | Balance & Security Confirmation (Borrower/s) | XV | 1 to 4 |
| 16 | Balance & Security Confirmation (Guarantor/s) | XVI | 1 to 4 |
| 17. | Equitable Mortgage documents | XVII (i) to XVII (iii) | 1 each |

Annexure-I

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

THE MAHENDRAGARH CENTRAL COOPERATIVE BANK LTD; MAHENDRAGARH

AGREEMENT FOR HOUSING LOAN

THIS AGREEMENT FOR HOUSING LOAN is made on this _____ day of _____ 20_____

BETWEEN

Shri/Ms _____ son/daughter/wife of _____ resident of _____ and
Shri/Ms _____ son/daughter/wife of _____
Shri _____, resident of _____ and (hereinafter
referred to as the "Borrower")

AND

The MAHENDRAGARH CENTRAL COOPERATIVE BANK LTD; MAHENDRAGARH having its Head Office at Near Anaj Mandi, Railway Road, Mahendragarh (Haryana) amongst others, a Branch Office at _____ (hereinafter referred to as the "Bank"). (The Borrower and the Bank are collectively referred to as the Parties and individually as the Party and unless it be repugnant to the subject or context the term "Borrower" and "Bank" shall include their heirs, legal representatives, successors, assigns, etc; The masculine gender is to be taken to include females; The singular includes the plural and vice versa. The "Borrower", in case there is more than one Borrower, shall include each one of them and their liability shall be JOINT & SEVERAL and any acknowledgment of debt made by any one shall bind all).

WHEREAS

A. The Borrower has entered into an agreement with _____ (hereinafter called the "Vendor") for purchase of house/ flat vide agreement of sale dated _____ OR The Borrower has been allotted a flat/house or site for construction of house by _____ (the "Vendor") or owns/holds on lease a plot of land/house situated at _____;

B. The Borrower has approached the Bank for granting financial assistance for the purpose of purchase of the house/flat; or construction of house building; or repair/renovation of the house;

AND

C. On the request of the Borrower the Bank has agreed to advance a sum of Rs _____ (Rupees _____) (the "Loan") to the Borrower for the said purpose on the terms and conditions herein appearing.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. The Bank can disburse the loan in lump sum or in stages, depending upon the progress in construction - at stages like completion of plinth, construction up to lintel level, completion of roof etc. and / or upon demand made by the Vendor, after satisfying that the borrower has paid his contribution/margin money/ balance amount. The payment shall be made directly to the Vendor /Supplier/ Contractor, as per the details furnished by the Borrower. The Bank shall make subsequent disbursement only on furnishing by the Borrower of a certificate from qualified architect/civil engineer verifying/ certifying the stages of construction having been reached;

2. On completion of construction/repairs/renovation, the Borrower will furnish a certificate from the approved architect/qualified engineer certifying the end use of the loan amount.

3. INTEREST RATE OPTION-FIX

Terms for Fixed Interest Rate Option

The Interest under FIXED RATE OF INTEREST option exercised by the Borrower will not be changed for a minimum period (Block Period) of 2 years.

The rate of interest under Fixed Rate Option shall be reviewed and re-set by the Bank on completion of each Block Period. For this purpose 1st year of each Block Period will commence from 1st of April of the year in which the first disbursement under the Loan is made, irrespective of the month of disbursement, and shall end on 31st March of the following year. After completion of each Block period, the interest rate as re-set will be applicable. If there is any delay in revision/reset in interest rate, appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, the prevailing rate shall continue to be applied until it is re-set. If interest rate is not re-set in the year when it is due, it shall be open to Bank to re-set the interest in any subsequent year and, in such an 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 the block period.

4. Exercise of Option

- (i) The Borrower hereby exercises the "Fixed Interest Rate" Option and agrees to pay interest @% per annum with monthly rests (the "Applicable interest rate").
 - (ii) The interest shall be calculated on daily balance basis due to the Bank and shall be charged monthly so long as the amount due is not repaid in its entirety and shall form part of the principal and carry interest at the applicable interest rate.
 - (iii) The Rate of Interest are subject to change by the Bank/RBI from time to time and interest at the revised rate shall accordingly be charged from time to time in the Loan Account.
 - (iv) Besides interest, applicable interest tax and incidental charges are also payable by the borrower.
5. Notwithstanding the above, if the Bank, on the request of the borrower, in its discretion, decides to make _____ available to the Borrower the option of application of lower rate of interest, as may be applicable to fresh _____ loans under the scheme, it is open to the Bank to charge and levy a Switchover Fee at the rate prescribed by the Bank.
6. The Borrower agrees that the amount of the loan, together with interest, will be paid by the Borrower _____ regularly in equated monthly installments ("EMI") of Rs. _____ (Rupees _____) each and the first _____ such EMI shall fall due for payment on _____.

7. The borrower understands that the amount of EMI shall be subject to change in accordance with _____ change/revision in applicable interest rate. The borrower shall have one of the following options to exercise for repayment of the Loan –

- a. To pay the increased amount of the EMI; or
- b. To continue to pay the existing amount of the EMI with the condition that the balance outstanding in the Loan account shall be paid in one go with the last EMI of the originally applicable repayment tenor; or
- c. To prolong the repayment period.

In case no option is exercised by the Borrower on account of change in the applicable interest rate affecting the EMI, the option, as given at (7-c) above, shall be deemed to have been exercised by the Borrower.

8. *(i) The Borrower irrevocably authorizes the Bank to recover the amount of the EMI and other charges from his SF/CA /OD Account no. _____ (the said Account) maintained with

the said BO until the loan along with interest, charges, etc. is fully repaid and adjusted. The borrower further undertakes to keep sufficient balance in the account for recovery of the EMI by the Bank.

- *(ii) The Borrower agrees to authorize his employer to remit his salary to the Bank's said BO for crediting the same to his said account.
 - *(iii) The Borrower hereby deposits post-dated cheques to facilitate the due payment of the EMI as per the **Schedule-II** hereunder.
 - *(iv) The Borrower is willing to make the payment of EMI, through participation in Electronic Clearing Service (ECS) of the National Clearing Cell of RBI and authorizes the Bank to raise the debits against the EMI from his account No. _____ maintained at BO: _____ of _____ Bank (Give name and address of the Bank) through ECS for payment of the EMI and understands that in the event of the Bank not realizing payment from ECS for any reason whatsoever, the Borrower shall pay the EMI to the Bank by cash or cheque along with the interest for the delayed period. The Borrower has given the necessary mandate and also bear any service charges/fees as prescribed by the Bank/RBI from time to time.
- 8.1** To facilitate collection of the EMI in the event of non-receipt of the EMI by ECS, the Borrower has provided the Bank with number of undated cheques for the amount of the EMI. The Borrower authorizes the Bank to fill up the date as and when required, but without being bound, to collect the cheques to meet defaults in payment of the EMI.
(*Delete, if not applicable)

- 9.** The Borrower agrees to pay additional interest at _____% p.a. with agreed rests in case of :
- a. Non-payment of any installment of principal and/or interest, costs and other charges due, on the amount in default from the date of default;
 - b. Default in Furnishing information as prescribed/called for by the Bank or any irregularity in a/c.
 - c. Diversion or siphoning of the Loan amount;
 - d. Default in creation of security within the stipulated time;
 - e. Non-compliance of any of the terms and conditions of this agreement;
 - f. Non-compliance of any of the terms & conditions of this Agreement;
 - g. Any other case as the Bank may deem fit.

- 9.1** However, this right is in addition to and not in derogation of the Bank's other rights to immediately call upon the Borrower to repay the entire amount outstanding or to enforce the security and, in the event of the Bank exercising its right to recall the Loan 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 in the loan account, together with interest and all other charges till liquidation of the dues under the loan.

10. Pre-Payment Charges

* The borrower agrees that in case the Loan is pre-paid by availing loan from any other bank/FI, the Borrower will bear and pay the prepayment charges at ____% of the outstanding amount of the; loan pre-paid and the Bank shall be entitled to seek information from the borrower about source of pre-payment made or any other particulars in order to levy pre-payment charge and the borrower agrees to furnish the information called for by the Bank. The Bank shall also be entitled, inter-alia, to recover pre-payment charges by debiting any account of the borrower. * (delete, if not applicable)

- 11.** The Borrower undertakes not to raise any loan for the purpose and/or for his productive activity from any institution other than the Bank.

12. The Borrower undertakes to create 1st charge by way of mortgage within ____ days on the property described in **Schedule-I** hereunder to secure the repayment of the Loan after he gets the conveyance of the Secured Asset in his favor as may be required by the Bank.
13. The Borrower agrees to execute an irrevocable Power of Attorney in favor of the Bank, as and when required by the Bank, as per the **Performa** annexed with this Agreement.
14. In case of loan given for the purchase/acquisition of house/flat from Development Authority/ Housing Board/Private Builders/Group Housing Society, the Bank shall not be responsible or liable to ensure or ascertain the progress of construction and mere demand for payment would be sufficient for the Bank to effect disbursements as aforesaid. Without prejudice to the above and notwithstanding anything to the contrary contained herein, the Bank may in its sole discretion refuse to disburse the loan and/or recall the entire outstanding dues, if the progress of the construction work is not satisfactory and/or failure to pay margin by the borrower.
15. The Borrower shall get the security fully insured against loss, damage by fire, riots and other hazards like earthquake, floods as per the requirements of the Bank in the joint name of the Borrower and the Bank with the usual Bank clause till repayment of in full of the entire loan liability of the Borrower. In case the Borrower fails to insure the said property, it will be open to the Bank to get the same insured, without being bound to do so, as aforesaid and to debit the amount of premium to the Borrower's account which shall thereupon be treated as part and parcel of the principal amount advanced.
- 15.1 The Borrower hereby further declares and agrees that :
- a. Upon any money becoming payable under the insurance policy, the same shall be paid by the Insurance Company to the Bank and such part of any moneys so paid, as may relate to the interest of other parties insured there-under, shall be received by the Bank as agent for such other parties. And any sum received under such insurance shall be applied in or towards liquidation of the amount due to the Bank and other parties on account of the said loan, interest and other charges as aforesaid and in the event of there being a surplus; the same shall be refunded to the Borrower.
 - b. The receipt by the Bank of insurance proceeds shall be a complete discharge of the insurance company and shall be binding on all parties insured there under.
 - c. Any adjustment, settlement, compromise or reference to arbitrations in connection with any dispute between the Insurance company and the insured or any of them arising under or in connection with the policy shall be valid and binding on all parties insured there under, but not so as to impair the right of the Bank to recover the full amount of any claim, it may have on other parties insured there under.
16. It will be the duty and responsibility of the Borrower to obtain necessary permission of Vendor and/or any Authority/ lessor, if required, under any law, rules, regulations or any instrument to create the security, hereby agreed by him to be created in favour of the Bank and it will be open to the Bank to refuse to disburse the loan until and unless the same is obtained and submitted to the Bank.
17. The Borrower undertakes to take necessary steps to get the lease hold property converted into free hold and get the conveyance/ transfer deed executed and registered and bear all necessary expenses connected therewith from his sources.
18. The Borrower hereby agrees to hold himself liable on all the confirmation letters signed by anyone of the borrowers and on all the accounts stated to any one of them. The Borrower agrees that each one of them is agent for the others to acknowledge and admit liability outstanding in the account from time to time.

19. The Borrower agrees and hereby gives to the Bank, during the currency and for the payment of the Loan, a general lien and right to set off; and combine accounts without notice; and charge on all movable property of every description coming into the Bank's possession on account of the Borrower for the time being held by the Bank, whether singly or jointly with others in India or elsewhere including, without prejudice to the generality, any monies, bullion, deposits, deposit receipts, promissory notes, bill of exchange, cheques, railway receipts, Govt. bills and other documents/securities of every description.
20. Any demand herein may be made on the Borrower by an officer of the Bank or any notice in writing under the hands of any such officer either served personally on the Borrower or left at or sent by post to him at his address registered/available with the Bank.
21. The Borrower hereby consents that in case he commits default in repayment of the Loan, the Bank/RBI can disclose his name in such manner and through such medium, as they deem fit. The Borrower further consents for disclosure of his name by the Bank to any Credit Information Company/Agency, as deemed fit.

SCHEDULE-I

(Description of the Property to be mortgaged)

SCHEDULE-II

DATE OF

CHEQUES*

AMOUNT

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

* Note: Advance cheques may be obtained under the Scheme. The number, amount and dates of such cheques should be synchronized with the number, amount and due dates of term Loan installments. Such cheques should be drawn favoring 'The Mahendragarh Central Cooperative Bank Ltd; Mahendragarh Branch Office _____ Mahendragarh' and on the reverse of the cheques, 'payment of installment in term Loan account No. _____' can be written.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THESE PRESENTS ON THE DAY, MONTH AND YEAR ABOVE MENTIONED.

BORROWER (s)

i)

ii)

iii)

FOR THE MAHENDRAGARH
CENTRAL COOPERATIVE BANK
LTD; MAHENDRAGARH

Authorized signatory

Annexure-II

THE MAHENDRAGARH CENTRAL COOPERATIVE BANK LTD; MAHENDRAGARH MORTGAGE DEED

This Deed of Mortgage is made at _____ on this day of _____ 20_____
_____ between

(Full description of the borrower/s), hereinafter called 'the Mortgagor/s' (which expression shall include his/her/their heirs executors, administrators, and assigns) of the one part and The Mahendragarh Central Cooperative Bank Ltd; Mahendragarh H.O Near Anaj Mandi, Railway Road, Mahendragarh (Haryana) and among others, a Branch Office at _____ hereinafter called 'the mortgagee' (which expression shall include its successor and assigns) of the other part.

WHEREAS the Mortgagor/s is/are the absolute owner in possession of the properties fully described in the schedule hereunder; and WHEREAS the mortgagee has advanced/agreed to advance a sum of Rs. _____ (Rupees _____) by way of housing loan upon securing the repayment thereof together with interest, cost and other charges in the manner as hereinafter appearing.

NOW THIS DEED OF MORTGAGE WITNESSETH AS FOLLOWS:

That in consideration of the sum of Rs. _____ (Rupees _____) advanced/agreed to be advanced by the Mortgagee to the Mortgagor/s as per the loaning documents executed in Mortgagee's favour, the Mortgagor/s, hereby mortgage/s unto the Mortgagee the said property by way of simple mortgage / equitable property to secure the repayment of the principal amount aforesaid together with interest, charges and all other expenses due to the Mortgagee payable as per the terms and conditions contained in the agreement of housing loan and documents executed by the Mortgagor/s. That the Mortgagor/s agree/s to keep fully insured for its full market value in the name of the Mortgagor/s and the Mortgagee with agreed Bank clause, the said property against damage and loss or destruction by fire, civil-commotion, riots, floods, earthquake and any other insurable risk and keep up such insurance until the amount due under this deed is paid in full to the mortgagee. The cost of insurance will be borne by the Mortgagor/s. In case the Mortgagor/s fail/s at any time to insure and pay the necessary premium, the Mortgagee may but it will not be bound to, insure and debit the cost of the premium to the Mortgagor's account. The amount of premium as paid will form part of the principal amount and will carry interest at the rate applicable in respect of amount advanced.

That the Mortgagor/s shall also continue to pay all rates and taxes accruing due in respect of the said property under any law or rule for the time being in force.

That the Mortgagor/s covenant/s that the property is free from all encumbrances and that the Mortgagor/s is/are entitled to mortgage the same unto the Mortgagee.

That the Mortgagor/s shall not lease out or part with possession of the property or create any further charge, mortgage on the same in favour of any person without prior consent of the Mortgagee in writing.

That in case of the default/breach of any of the terms and conditions contained in this Deed or in the Loaning Documents executed by the Mortgagor/s, the Mortgagee shall have the option and the right to realize all its due outstanding in the account and cause the mortgaged property to be sold with all its accretions, without being bound to proceed against other securities or sureties, if any held by the Mortgagee.

That on payment of all the dues of the said mortgagee under these presents, the mortgagee shall be bound to recovery the said property free from all encumbrances to the Mortgagor/s and execute deed of discharge/transfer and every other writing in favour of the Mortgagor/s at its expense necessary for this purpose.

In witness whereof the Mortgagor/s and the Mortgagee have set their hands on the day, month and the year hereinabove first written.

SCHEDULE

(Description of the property hereby mortgaged)

All that Plot No. _____ situated at _____ (full address of the house/flat/plot of land) ensuring _____ and so also the construction and superstructure to be built thereon together with all rights of easements of all kinds appertinent thereto and bounded as given below;

North

South

East

West

WITNESSES:

- 1.
- 2.

MORTGAGOR/S

MORTGAGEE

Annexure-III

THE MAHENDRAGARH CENTRAL COOPERATIVE BANK LTD; MAHENDRAGARH

(To be stamped as an agreement)

AGREEMENT FOR HOUSING LOAN (FOR PURCHASE OF PLOT)

THIS AGREEMENT is made on this ____ day of _____, 20__ at _____

BETWEEN

Shri/Ms. _____

Son/Daughter/Wife of Shri _____

r/o _____

(hereinafter called the "Borrower")

AND

The Mahendragarh Central Cooperative bank Ltd; Mahendragarh H.O. Near Anaj Mandi, Railway Road, Mahendragarh (Haryana) and, inter alia, one of its branches at (hereinafter called the "Bank") (The Borrower and the Bank are collectively referred to as the Parties and individually as the Party and unless it be repugnant to the subject or context the term "Borrower" and "the Bank" shall include their heirs, legal representatives, successors, assigns, etc; The masculine gender is to be taken to include females; The singular includes the plural and vice versa. The "Borrower", in case there is more than one Borrower, shall include each one of them and their liability shall be JOINT & SEVERAL and any acknowledgment of debt made by any one shall bind all).

1. WHEREAS

A. The Borrower has entered into an Agreement of Sale dated _____ with Shri / Ms _____ /Development Authority/ Housing Board/ Shri/ Ms. Son _____ r/o _____ (hereinafter

called the "Vendor") for purchasing from the Vendor a plot bearing No. _____ situated at _____ and bounded as under:

North:

South:

East:

West:

Admeasuring _____ sq.fts/sq.yds./sq.mtrs for a consideration of Rs. _____ (Rupees _____), on the terms and conditions contained in the Agreement of Sale;

B. The Borrower has paid to the Vendor a sum of Rs. _____ (Rupees _____) as earnest money/ part payment under the said Agreement of Sale;

C. The Borrower is unable to pay the remaining sale price of Rs. _____ (Rupees _____) and has approached the Bank's BO at _____ for a loan of Rs. _____ (Rupees _____) to enable him to purchase the said plot from the Vendor; and

D. The Bank has agreed to advance a sum of Rs. _____ (Rupees _____) to the Borrower for the purchase of the said plot on the terms and conditions as hereinafter appearing:

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

2. That the Bank shall advance a sum of Rs. _____ (Rupees _____) to the Borrower for the purpose of the purchase of the aforesaid plot from the Vendor as per the Agreement of Sale referred to above. The said advance shall be disbursed / paid by the Bank directly to the Vendor under the authority of the Borrower at the time of registration of Sale Deed.

3. INTEREST RATE OPTION- FIX

Fixed Interest Rate Option

The Interest under FIXED RATE OF INTEREST option exercised by the Borrower will not be changed for a minimum period (Block Period) of 2 years.

The rate of interest under Fixed Rate Option shall be reviewed and re-set by the Bank on completion of each Block Period. For this purpose 1st year of each Block Period will commence from 1st of April of the year in which the first disbursement under the Loan is made, irrespective of the month of disbursement, and shall end on 31st March of the following year. After completion of each Block period, the interest rate as re-set will be applicable. If there is any delay in revision/reset in interest rate, appropriate adjustment will be made in the account, effective from 1st April of the year. If the interest rate is not re-set, the prevailing rate shall continue to be applied until it is re-set. If interest rate is not re-set in the year when it is due, it shall be open to Bank to re-set the interest in any subsequent year and, in such an 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 the block period.

4. Exercise of Option

- (i) The Borrower hereby exercises the "Fixed Interest Rate" Option and agrees to pay interest @% per annum with monthly rests (the "Applicable interest rate.).
- (ii) The interest shall be calculated on daily balance basis due to the Bank and shall be charged monthly so long as the amount due is not repaid in its entirety and shall form part of the principal and carry interest at the applicable interest rate.
- (iii) The Rate of Interest are subject to change by the Bank/RBI from time to time and interest at the revised rate shall accordingly be charged from time to time in the Loan Account.
- (iv) Besides interest, applicable interest tax and incidental charges are also payable by the borrower.

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

6.. The Borrower agrees that the amount of the Loan together with interest will be paid by the Borrower regularly in equated monthly installments (the "EMI") of Rs. _____ (Rupees _____) each and the first such EMI shall fall due for payment on _____.

7.. The amount of the EMI shall be subject to change in accordance with the change/revision in the Applicable Interest Rate to be charged in the Loan account and the Borrower shall have one of the following options to exercise for repayment of the Loan –

- a) To pay the increased amount of the EMI; or

b) To continue to pay the existing amount of the EMI with the condition that the balance outstanding in the Loan account shall be paid in one go with the last EMI of the originally applicable repayment tenor; or

c) To prolong the repayment period.

In case no option is exercised by the Borrower on account of change in the Applicable Interest Rate affecting the EMI, the option as given at (7.c) above will be deemed to have been exercised by the Borrower.

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

*(ii) The Borrower agrees to authorize his employer to remit his salary to the Bank's said BO for crediting the same to his said Account.

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

*(iv) The Borrower is willing to make the payment of EMI, through participation in Electronic Clearing Service (ECS) of the National Clearing Cell of RBI and authorizes the Bank to raise the debits against the EMI from his account No._____ maintained at BO:_____ of _____ Bank (Give name and address of the Bank) through ECS for payment of the EMI and understands that in the event of the Bank not realizing payment from ECS for any reason whatsoever, the Borrower shall pay the EMI to the Bank by cash or cheque along with the interest for the delayed period.

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

8.1 To facilitate collection of the EMI in the event of non-receipt of the EMI by ECS, the Borrower has provided the Bank with _____ number of undated cheques for the amount of the EMI. The Borrower authorizes the Bank to fill up the date as and when required, but without being bound, to collect the cheques to meet defaults in payment of the EMI.
(*Delete, if not applicable)

9. The Borrower agrees to pay additional interest at _____ % p.a. with agreed rests in case of:
a. Any irregularity in the Loan account
b. Any other case as the Bank may deem fit.

9.1 However, this right is in addition to and not in derogation of the Bank's other rights to immediately call upon the Borrower to repay the entire amount outstanding or to enforce the security and in the event of the Bank exercising its right to recall the Loan 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 account of the Loan together with interest and all other charges till liquidation of the dues under the Loan.

9.2 The borrower intends and agrees to construct the house on the plot within ____ years. In case the construction of the house on the said plot is not completed within a period of _____ years or in the event of the plot / land is sold for gains or profit or for any other reason the interest chargeable shall be @ 3% over and above the prescribed rate of interest from the date of disbursement of the loan and the borrower agrees to pay to the Bank the interest so

payable and the Bank is authorized to debit the loan account of the Borrower with the amount of difference of interest thus arrived at. This will be in addition to the interest payable by the Borrower at the prescribed rate as mentioned in Clause 4.1 above.

10. . *The Borrower agrees that in case the Loan is pre-paid by availing loan from any other bank/FI, the Borrower will bear and pay the prepayment charges at ____% of the outstanding amount of the Loan pre-paid and the Bank shall be entitled to seek information from the Borrower about source of prepayment made or any other particulars in order to levy prepayment charge and the Borrower agrees to furnish the information called for by the Bank. The Bank shall also be entitled, inter-alia, to recover pre payment charge by debiting to any account of the Borrower. (**delete if not applicable*)
11. The Borrower undertakes not to raise any loan for the purpose and/or for his productive activity from any institution other than the Bank.
12. The Borrower, undertakes to create 1st charge by way of mortgage within _____ days on the plot described in **Schedule-I** hereunder (the "Secured Asset") to secure the repayment of the Loan after he gets the conveyance of the Secured Asset in his favor as may be required by the Bank.
13. The Borrower will execute an irrevocable power of attorney in favor of the Bank as and when required by the Bank as per the **Performa** annexed with this Agreement.
- 14.. In case the Borrower dies or becomes insolvent or in the event of non-observance of any of the conditions set out herein including failure to create/execute the required mortgage or in the event of default of payment of any of the EMI or interest, costs and other expenses, the entire amount outstanding in the loan account and remaining unpaid shall, at the option of the Bank, after making demand in writing, become immediately payable and the security held by the Bank will become enforceable for realization of its outstanding dues with interests, costs and other expenses.
15. The Borrower shall fully insure the Secured Asset against loss, damage by fire, riots and other hazards like earthquake, floods as per the requirements of the Bank in the joint name of the Borrower and the Bank with the usual Bank clause till realization in full of the loan liability of the Borrower. In case the Borrower fails to insure the said property, it will be open to the Bank to get the same insured, without being bound to do so, as aforesaid and debit the amount of premium to the Borrower's account which shall thereupon be treated as part and parcel of the principal amount advanced.
16. The Borrower hereby further declares and agrees that -
 - a) Upon any money becoming payable under the insurance policy, the same shall be paid by the Insurance company to the Bank and such part of any moneys so paid as may relate to the interest of other parties insured there-under shall be received by the Bank as agent for such other parties. And any sum received under such insurance shall be applied in or towards liquidation of the amount due to the Bank on account of the said loan, interest and other charges as aforesaid and in the event of there being a surplus the same shall be refunded to the Borrower.
 - b) The receipt of the Bank shall be a complete discharge of the insurance company, therefore, and shall be binding on all parties insured there under.
 - c) Any adjustment, settlement, compromise or reference to arbitrations in connection with any dispute between the Insurance company and the insured or any of them arising under or in connection with this policy, if made by the Bank, shall be valid and binding on all parties insured there under, but not so as to impair the right of the Bank to recover the full amount of any claim, it may have on other parties insured there under.

17. It will be the duty and responsibility of the Borrower to obtain the necessary permission of the Vendor and/or any authority/lessor, if required, under any law, rules, regulations or any instrument to create the security hereby agreed by him to be created in favour of the Bank and it will be open to the Bank to refuse to disburse the loan until and unless the same is obtained and submitted to the Bank.
18. The Borrower undertakes to take necessary steps to get the lease hold property converted into free hold and get the conveyance/ transfer deed executed and registered and bear all necessary expenses connected therewith from his/her own sources.
19. The Borrower hereby agrees to hold himself liable on all the confirmation letters signed by anyone of the borrowers and on all the accounts stated to any one of them. The Borrower agrees that each one of them is agent for the others to acknowledge and admit liability outstanding in the account from time to time.
20. The Borrower agrees and hereby gives to the Bank during the currency and for the payment of the Loan, a general lien and right to set off; and combine accounts without notice; and charge on all movable property of every description coming into the Bank's possession on account of the Borrower for the time being held by the Bank on behalf of the Borrower whether singly or jointly with others in India or elsewhere including, without prejudice to the generality, any monies, bullion, deposits, deposit receipts, promissory notes, bill of exchange, cheques, railway receipts, Govt. bills and other documents/securities of every description.
21. Any demand herein may be made on the Borrower by an officer of the Bank or any notice in writing under the hands of any such officer either served personally on the Borrower or left at or sent by post to him at his address registered/available with the Bank.
22. The Borrower hereby consents that in case he commits default in repayment of the Loan, the Bank/RBI can disclose his name in such manner and through such medium, as they deem fit. The Borrower further consents for disclosure of his name by the Bank to any Credit Information Company/Agency, as deemed fit.

SCHEDULE-I
(Description of the Property to be mortgaged)

SCHEDULE-II

DATE OF CHEQUES* AMOUNT

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

* Note: Advance cheques may be obtained under the Scheme. The number, amount and dates of such cheques should be synchronized with the number, amount and due dates of term Loan installments. Such cheques should be drawn favoring 'The Mahendragarh Central Cooperative Bank Ltd; Mahendragarh ' and on the reverse of the cheques, 'payment of installment in term Loan account No. ____ 'can be written.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THESE PRESENTS ON THE
DAY, MONTH AND YEAR ABOVE MENTIONED.

BORROWER

i)

FOR THE MAHENDRAGARH CENTRAL
COOPERATIVE BANK LTD;
MAHENDRAGARH

ii)

iii)

Authorized Signatory

Annexure-IV

POWER OF ATTORNEY

This irrevocable Power of Attorney is executed at (place) this _____ day of _____ 20____ by(i) Shri/Km./Smt./_____ S/o, D/o, W/o Shri _____ R/o _____ and (ii) Shri/Km./Smt. S/o, D/o, W/o Shri R/o _____ (hereinafter called the APPOINTOR(s) which term shall unless repugnant to the context hereof, include his/her/their heirs, successors, administrators and assigns) in favour of The Mahendragarh Central Cooperative Bank Ltd; Mahendragarh, H.O. Near Anaj Mandi, Railway Road, Mahendragarh (Haryana) and amongst others one BO: _____ (hereinafter referred to as Bank, which term shall include its successors and assigns).

WHEREAS

- 1) The Appointer(s) has/have entered into loan agreement dated _____ (hereinafter referred to as the said Agreement) with the Bank for obtaining a loan of Rs. _____ for the purchase/ construction/ repairs/ renovations/ alterations/ additions of/ to the house/flat mentioned in the said agreement and also described in the schedule hereto (hereinafter referred to as the said Property).
- 2) Vide the said agreement, the Appointer (s) has/have agreed, inter alia, to deliver to and deposit with the Bank each and every of the documents of title relating to the said property as and when it comes into his/her/their possession with intent to create a security thereon for the repayment of the loan, interest, interest tax, cost and other charges, and for the due fulfillment of his/her/their other obligations under the said agreement.
- 3) Vide the said agreement; the Appointer(s) has/have also agreed to give an Irrevocable Power of Attorney to and in favour of the Bank to carry out the obligations of the Appointer(s), under the said agreement inter alia, in regard to the creation of the aforesaid security, etc.

NOW THIS DEED WITNESSETH THAT the Appointer(s) hereby appoint(s)/nominate(s) & constitute(s) the Bank to act through any of its officers (hereinafter severally called the attorneys) to be his/her/their true and lawful attorneys in his /her/their names and on his/her/their behalf to do and, execute all or any of the following instruments, acts, deeds and things;

- 1) To make payment of the said advance that may be sanctioned to the Appointer(s) pursuant to the said Agreement as per the rules of the Bank applicable to grant of such advance to the vendor towards the agreed purchase price for the said property.
- 2) To take all steps as may be necessary or required for the completion of the purchase of the property.
- 3) To obtain and procure proper conveyance/transfers and other assurances of the said property from the Vendor, to get the lease hold property converted into free hold and get the conveyance/transfer deed executed and registered and in particular and without prejudice to the generality of the foregoing, if necessary, to sign sale/title deeds and other connected documents. To appear before the Sub-Registrar, to admit execution, to get the sale/title deed executed by the Vendor and registered in accordance with Law, to receive and take delivery of the registered sale deeds, and other documents of title from the Vendor and after

registration, from the office of the Registrar and in this regard, to take all legal steps as may be deemed necessary by the bank.

- 4) To execute mortgage deed and deliver and deposit the aforesaid registered sale deeds executed by the Vendor and/or each and every of the other documents of title of the said Property with intent to create security thereon (by way of mortgage by deposit of the title deeds) for the repayment of the loan, interest and other charges and for the due fulfillment of the Appointer(s)'s other obligations under the said Agreement, and to execute, sign and deliver all such acknowledgements or writings as may be required by the Bank for completion of the creation of the aforesaid security.
- 5) To apply for and obtain permission, sanction or certificate of competent authority or any other authority or office for creating mortgage and for the purpose, swear and file affidavits or applications, make statements and do such other acts, as may be necessary.
- 6) Generally, to do such acts, deeds and things not herein specially authorized as any of the attorneys may deem proper or expedient for or in relation to all or any of the purposes of matters aforesaid. And the Appointer(s) hereby agree(s) to ratify and confirm whatsoever the said attorney or any of them shall lawfully do or cause to be done by virtue of this Power of Attorney which shall be deemed to have been done by the Appointer(s) and the Appointer(s) hereby declare that this Power of Attorney shall be irrevocable till all the repayments under the said Agreement have been duly made by the Appointer.

SCHEDULE

(here describe the property to be purchased)

IN WITNESS WHEREOF the within named Appointer(s)_____

Has /have executed this Power of Attorney on the day, month and the year first above written.

WITNESSES

1.

APPOINTER/S

2.

TRIPARTITE AGREEMENT

THIS AGREEMENT MADE at _____ this _____ day of _____ 20____ amongst
(i) Shri/Smt./Km. _____

_____ S/O, W/O, D/O Shri _____
_____ residing at _____ (hereinafter
referred to as the 'borrower' which expression shall unless repugnant to the context, include
his/her/their heirs, executors, administrators and assigns) of the first part, and

*(ii) _____ (hereinafter
referred to as 'the Builder' which term shall include its successors and assigns) of the second part, and

*(Give detail regarding the name, constitution and address of the Builder which allotted/is selling the
property to the borrower/s)

(iii) The Mahendragarh Central Cooperative Bank Ltd; Mahendragarh, H.O. Near Anaj Mandi,
Railway Road, Mahendragarh (Haryana) and amongst others one of its Branch Offices at
_____ (hereinafter called 'the Bank' which expression shall
unless repugnant to the context include its successors and assigns) of the third part.

WHEREAS

1. The borrower/s desire/s to purchase a ready built flat/ house allotted to him/her/their
on _____ by _____ the Builder under its _____
_____ scheme (hereinafter referred to as 'the said scheme').

2. The Bank has allowed a housing loan of Rs. _____ (Rupees _____
_____) to the borrower/s for the purchase of said flat/house as
per the terms and conditions agreed to under Loan Agreement dated _____ entered into
between the Bank and the borrower/s (hereinafter referred to as 'the said agreement'), one of the
conditions there under being that the borrower/s shall mortgage the said flat/house to be purchased
from the Builder in favour of the Bank.

3. The title of the said flat/house shall be conveyed by the Builder unto the borrower/s after
_____ years from allotment on payment of the total cost of the said flat/house as per the
demands for payment by Builder/installments agreed to between the borrower/s and Builder.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

In consideration of a sum of Rs. _____ (Rupees _____
_____) already deposited by the borrower/s with the Builder on
_____ as initial payment for the purchase of the said property under the said
scheme and a further sum of Rs. _____
Rupees _____) to be paid by the Bank directly to the
Builder on behalf of borrower/s as per the demands for payment by the Builder/installments agreed to
between the borrower/s and Builder, it is hereby agreed to by and
amongst the parties as follows:-

The Bank will make disbursement of the sanctioned loan by making payment to the Builder directly
on behalf of the borrower/s and any payment made to the authority shall be deemed to be payments
made to the borrower/s and the borrower/s shall, in each case, be liable for the amount of loan
disbursed on his/her/their behalf to the Builder as though the same had been disbursed directly to
borrower/s.

2. It is further agreed by the borrower/s that the Bank shall not be responsible or liable to ensure or ascertain the progress of construction and mere demand for payment would be sufficient for Bank to effect disbursement as aforesaid. Without prejudice to the above and notwithstanding anything to the contrary contained herein the Bank may in its sole discretion refuse to disburse the loan until:-

i) The Borrower/s has/have paid his/her/their own contribution in full to Builder i.e. the cost of the dwelling unit (including escalation, if any) less the loan and/or

ii) Progress and need of construction justifies (being the sole judge thereof) the disbursement requested.

3. The Builder will maintain a separate account for the borrower/s and adjust payment of housing loan received by it from the Bank/borrower(s) against the cost of the particular category of flat/house applied by him.

4. On completion of the flat, its possession will be handed over to the borrower/s forthwith along with the conveyance of the title thereto on lease hold/free hold basis. The borrower/s will mortgage the said flat/house forthwith thereafter to the Bank as security for the said loan as per the terms and conditions of the said agreement.

5. The cost of the flat, in excess of the amount of the Housing Loan sanctioned, will be borne and paid by the borrower/s.

6 If the borrower/s withdraw/s from the scheme or fail/s to pay the balance amount representing the difference between the housing loan allowed by the Bank and the actual cost of the house/flat (including escalation) or die/s or allotment of the flat/house is otherwise cancelled, the entire amount standing to the credit of the borrower/s (including margin money and borrower's contribution) will be refunded by the Builder to the Bank. The Bank shall refund to the borrower/s balance, if any, after adjusting the entire outstanding dues, including interest, costs and other amount recoverable by the Bank from the borrower/s.

7. The covenants hereunder shall not be construed to mean and fasten any responsibility upon the Bank to observe the payment schedule, if any, between the Builder and the borrower/s or make payments to the Builder, as requested. The Bank shall not be responsible for any delay or omission in disbursement on account of breach/default attributable to borrower/society. The borrower shall be responsible to follow-up with the Bank to make disbursement on his/her/their behalf as per arrangement he may have with the Builder.

8. The Builder will give/provide necessary consent/no objection for mortgage of the house/flat by the borrower/s in favour of the Bank.

9. If for any reason there is an increase/escalation in the cost of the house/flat, such increase shall be paid and borne by the borrower without any reference to the Bank and until such increase is paid, The Bank shall have the right to suspend further disbursement of sanctioned loan.

10. The borrower/s will not further mortgage/charge the flat/allotted as above said to any person/financial institution for raising any loan without the prior written consent of The Bank.

11. The Builder shall not entertain the request of transfer of the flat/house of the borrower/s without the prior written consent of the Bank.

12. In any event in which any refund becomes due and payable, under any agreement/arrangement executed/made between the borrower and the Builder or otherwise, the Builder agrees not to pay any

amount on any account to the borrower/s by way of refund or otherwise without the written consent of the Bank. In case so required by the Bank, any such amount shall be paid by the Builder to the Bank.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day, month and year first above written.

Signed by Shri/Smt. _____,
the borrower/s in the presence of

1st Witness: _____
(Name & address)

2nd Witness: _____

(Name & address)

BORROWER/S
(Signatures)

Signed by Shri/Smt. _____ for and on behalf of the Builder in
the presence of:

1st Witness _____
(Name & address)

2nd Witness _____
(Name & address)

FOR THE BUILDER

Signed by Shri/Smt. _____ of Branch Office _____
_____ for and on behalf of the Bank in the presence of:

1st Witness _____
(Name & address)

2nd Witness _____
(Name & address)

FOR THE BANK
(Signatures)

Annexure-VI

TRIPARTITE AGREEMENT

This agreement is made at _____ this _____ day of _____ 20____ amongst :

- i) Sh./Smt. _____ S/ O/ W of R/o [Name and address of the Borrower/s] hereinafter termed as “the Borrower/s” which term shall, unless repugnant to the context, be deemed to include his/her/their heirs, executors, administrators and assigns) of the First Part, and
- ii) M/s _____ Co-operative Group Housing Society Ltd. and having its registered office at _____ and represented by its President, Shri/Smt. _____ S/D/W of Shri and its Secretary, Shri/Smt. S/D/W of Shri _____ both duly authorized to execute these presents on its behalf by a resolution passed by its Management Committee at its meeting held on (Hereinafter called “The Society” Which term shall, unless repugnant to the context, include its successors, administrators and assigns) of the Second Part, and
- iii) The Mahendragarh Central Cooperative Bank Ltd; Mahendragarh, H.O. Near Anaj Mandi, Railway Road, Mahendragarh (Haryana) and amongst others one of its Branch Offices at _____ (hereinafter referred to as the “Bank” which expression shall, unless repugnant to the context, include its successors and assigns) of the Third Part.

WHEREAS

1. The Society has acquired under the terms of the Lease Agreement/Deed executed/ made on _____ between the President of India/Governor of _____ or under the terms and conditions of letter No. _____ all that piece of land admeasuring about _____ acres, situated at _____ for the construction of dwelling units to be built at the cost of its members according to their allotment and to be occupied by such members so allotted on leasehold/ownership basis and also for construction of other buildings to house community facilities which shall be owned by the Society in accordance with the lay out plan sanctioned by the competent authority.
2. The Borrower/s had applied to the Bank for a loan to purchase dwelling unit to be constructed by the Society.
3. The Bank has sanctioned a loan of Rs (Rupees _____) to the Borrower/s on the terms and conditions agreed vide Loan Agreement dated _____, one of the conditions there under being that the Borrower/ s shall mortgage the dwelling unit to be purchased from the Society in favour of the Bank and the Society has agreed to render all assistance to the Borrower(s)/Bank to comply with this condition and in particular has agreed to obtain/assist to obtain permission to mortgage from the lessor and/or such other persons/authorities as may be needed.

NOW THIS AGREEMENT WITNESSETH AS UNDER :-

In consideration of allowing a loan of Rs. (Rupees _____) to the Borrower/s by the Bank for the purchase of the dwelling unit to be constructed by Society under its scheme, it is hereby agreed among the parties hereto as under:-

1. The Bank will make disbursement of the sanctioned loan by making payment to the Society directly on behalf of the Borrower/s as and when demanded by the Society subject to the Loan Agreement entered into between the borrower/s and the Bank and the covenants

hereunder agreed to among the parties hereto and any payment made to the Society shall be deemed to be payments made to the Borrower/s and the Borrower/s shall, in each case, be liable for the amount of the loan disbursed on his/her/their behalf to Society as though the same had been disbursed directly to Borrower/s. It is further agreed by the Borrower(s) that the Bank shall not be responsible or liable to ensure or ascertain the progress of construction and mere demand for payment would be sufficient for the Bank to effect disbursement as aforesaid.

2. The Borrower/s will not further mortgage/charge/let out/part in the possession of the flat/house allotted as above said to any person/financial institution for raising any loan without the prior written consent of the Bank.
3. The Society will maintain a separate account of the Borrower/s and adjust the Payment received by it from the Bank/borrower(s) against the cost of the particular category of dwelling unit applied by the Borrower/s.
4. The above covenants shall not be construed to mean and fasten any responsibility upon the Bank to observe the payment schedule, if any, between Society and the Borrower/s or make payments to the Society as requested. The Bank shall not be responsible for any delay or omission in disbursements on account of breach/default attributable to the borrower(s)/society. The Borrower/s shall be responsible to follow-up with the Bank to make disbursement on his/her/their behalf as per any agreement he may have with the Society.
5. It is further agreed by the borrower/s that the Bank shall not be responsible or liable to ensure or ascertain the progress of construction and mere demand for payment would be sufficient for the Bank to effect disbursements aforesaid. Without prejudice to above and notwithstanding anything to the contrary contained herein, the Bank may in its sole discretion refuse to disburse the loan until :-
 - i) The Borrower/s has paid his/her/their own contribution in full to Society i.e. the cost of the dwelling unit (including escalation, if any) less loan and/or
 - ii) Progress and need of construction justifies (Bank being the sole judge thereof) the disbursement requested.
6. The Society undertakes that the Title Deed/Sale Deed/Deed of apartment in favour of the Borrower/s by Society shall be executed and registered within days after the date of delivery of possession. The Society shall deposit the said Title Deed/Sale Deed/Deed of apartment directly with the Bank.
7. Soon after the Title Deed/Sale Deed of apartment is executed and registered, the Borrower/s undertake/s to take steps for creation of mortgage of the dwelling unit/flat in favour of the Bank, in the form and manner required by the Bank and as stipulated under the Loan Agreement.
8. The Society does not have any objection in creation of mortgage of the dwelling unit by Borrower/s in favour of the Bank and agrees to give necessary consent/no-objection as and when required.
9. The Borrower/s shall diligently and faithfully observe and comply with all the rules, regulations and bye-laws of Society.
10. If for any reason there is an increase/escalation in the cost of the dwelling unit such increase shall be paid and borne by the Borrower/s without any reference to the Bank and until such

payment is made, the Bank shall have the right to suspend further disbursement of the sanctioned loan.

11. In the event of default by the Borrower/s in repayment of dues of the Bank, the Bank will be entitled to sell the flats and the Society will have to accept the purchaser of dwelling unit/ flat as member of the Society.
12. The Society shall not transfer the dwelling unit/flat of the Borrower/s to any other member of the Society without the prior written consent of the Bank.
13. If the Borrower/s withdraw/s from the scheme of Society or in the event of cancellation of Borrower's name by the Society or death of Borrower/s, the Society will refund the entire amount standing to the credit of the Borrower/s (including borrower's contribution). the Bank shall refund the balance, if any, to the borrower(s) after adjusting entire outstanding dues of the borrower(s) with interest, costs and other amounts payable by the borrower(s) to the Bank. In any event in which any refund becomes due and payable under the Agreement/arrangement executed/made between the Borrower/s and Society or otherwise, Society agrees not to pay any amount on any account to the Borrower/s by way of refund or otherwise without written consent of the Bank. In case so required by the Bank, any such amount shall be paid by the Society to the Bank.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day, month and year first above written.

SIGNED AND DELIVERED by the within named Borrower/s
Shri/Smt. _____

Witnesses (Signatures with full names and address)

- 1.
- 2.

BORROWER/S

SIGNED AND DELIVERED by the within named Society _____
_____ by the hand of _____ its _____

Witnesses (Signatures with full names and address)

- 1.
- 2.

FOR THE SOCIETY

SIGNED AND DELIVERED by the within named The Mahendragarh Central Cooperative Bank Ltd;
Mahendragarh by the hand of Shri/
Smt. _____

Witnesses (Signatures with full names and address)

- 1.
- 2.

FOR THE BANK

Annexure-VII

The Mahendragarh Central Cooperative Bank Ltd; Mahendragarh

LETTER OF AWARENESS-CUM-POSSESSION

The Branch Manager,
Branch _____
Mahendragarh

Sir,

Housing Loan extended to _____ for
purchase _____ - Regarding.

1. The above said property is being sold to _____
(purchaser) by me/us, the owner/s of the said property.
2. I/We am/are aware that the Bank has financed the purchase. I/we have received the amount of loan towards sale price.
3. I/We will extend all cooperation in the execution of necessary documents/ agreements for completion of sale and/or for conversion of property from lease hold into free hold.
4. I/We have given possession of property to _____
(Purchaser) on.

Place:
Date:

Yours faithfully,

VENDOR/s

Annexure-VIII

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 Mahendragarh Central Cooperative Bank Ltd; Mahendragarh, B/o _____, having its head office being its H.O. Near Anaj Mandi, Railway Road, Mahendragarh (Haryana) (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 entitled 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 change 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) by 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.

Signature _____
Name _____
Occupation _____
Address _____

WITNESS:

1. _____

2. _____

2.

Signature _____
Name _____
Occupation _____
Address _____

For and on behalf of the Bank

Annexure-IX

THE MAHENDRAGARH CENTRAL COOPERATIVE BANK LTD;
MAHENDRAGARH

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

To

REG: _____ **LOAN OF Rs.** _____ **(Rs.** _____ **)**
A/C No. _____ **SANCTIONED TO ME BY THE MAHENDRAGARH**
CENTRAL COOPERATIVE BANK LTD; MAHENDRAGARH BO:
_____.

Dear Sir,

The above loan has been sanctioned to me by The Mahendragarh Central Cooperative Bank Ltd., Mahendragarh

*I hereby authorize you to remit my salary every month to The Mahendragarh Central Cooperative Bank Ltd; Mahendragarh, BO:_____ for crediting my account No. _____.

*I hereby authorize you to pay a sum of Rs. _____ (Rs. _____ only) every month from my salary to The Mahendragarh Central Cooperative Bank Ltd; Mahendragarh, B.O. _____ for credit to my aforesaid loan account 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 Mahendragarh Central Cooperative Bank Ltd; Mahendragarh, BO:_____ for crediting to my aforesaid loan account No. _____ with them.

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

Yours faithfully,

PLACE: _____

ADDRESS _____

DATED: _____

SIGNATURE _____

NAME OF EMPLOYEE _____

*** DELETE WHICHEVER IS NOT APPLICABLE**

We have received the above letter of authority of Sh. _____ and noted for compliance.

(EMPLOYER)

Signature & stamp of the officer authorized to disburse salary and allowance.

PLACE : _____

DATED: _____

Annexure-X

The Branch Manager
The Mahendragarh Central Cooperative Bank Ltd;
Mahendragarh
B.O. _____

Dear Sir,

HOUSING LOAN TO MEMBER OF OUR COOPERATIVE GROUP HOUSING SOCIETY

SMT./SHRI/KM._____.

This is to confirm that the above named party is a bona fide Registered shareholder of our Society. Smt./Shri/Km. _____ has booked a Dwelling Unit in our _____ (Name of Cooperative Group Housing Society). The Member has opted for Type _____ Flat and the tentative cost of the same is Rs. _____. The member has already paid to the Society Rs. _____ and the balance Rs. _____ is payable in _____ installments (No. of installments).

We confirm that we have obtained necessary permission/approval/ sanction for construction of the said flats from _____. The proposed Dwelling Unit is meant for residential purposes only as per the sanctioned Plan.

We inform you that the said Dwelling Unit as well as the land appurtenant thereto are not subject to any encumbrance/ charge or liability of any kind whatsoever and the entire property is free from all encumbrances.

We have **no objection** in giving of loan by The Mahendragarh Central Cooperative Bank Ltd; Mahendragarh, to Smt./ Shri/Km. _____ and mortgaging the said Dwelling Unit with you as a security for repayment of the loan so granted.

Thanking you

Yours faithfully,

Place:

Date:

(Authorised Signatory)

i) _____

ii) _____

Annexure-XI

THE MAHENDRAGARH CENTRAL COOPERATIVE BANK LTD; MAHENDRAGARH

BO: _____

Date: _____

To

Dear Sir/ Madam,

YOUR APPLICATION FOR HOUSING LOAN - SANCTION LETTER

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

| SANCTION TERMS | | | |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----|
| Sanctioned Amount | | | |
| Rate of Interest | | | |
| Type of Interest | i) Fixed Rate of Interest- The Rate of interest will be revised after every two years as per Bank Reset Clause. ii) During the moratorium period, the Rate of Interest will be serviced on monthly basis. iii) After the moratorium period, the Rate of Interest to be charged on monthly compounding basis. | | |
| Margin | | | |
| Repayment Tenor | | | |
| Number of EMIs | | | |
| Repayment to be commenced from | | | |
| Amount of EMI | | | |
| Processing fee | Rs. | Documentation fee | Rs. |
| Credit Information Report Charges | | | |
| Security | Guarantor(s) | | |

| | | |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| | | Primary |
| | | Collateral |
| Prepayment Penalty | | |
| Penal Interest, if any | In case of default in repayment of loan/non compliance of terms & conditions the borrower shall be liable to pay penal interest of 3% on the default/ irregular amount over and above the prescribed rate of interest. | |
| | In case construction of the house is not completed within the _____ months from the date of disbursement of loan or in case the plot/land is sold or mis-utilization of loan amount, penal interest @ 3% over and above the prescribed rate of interest will be charged from the date of disbursement of loan. | |

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

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

3. Please convey acceptance for having accepted the terms & conditions of the sanction.

For The Mahendragarh Central Cooperative Bank Ltd;
Mahendragarh

Authorized Signatory

Annexure-XII

THE MAHENDRAGARH CENTRAL COOPERATIVE BANK LTD; MAHENDRAGARH

SUPPLEMENTARY AGREEMENT FOR HOUSING LOAN

This supplementary Agreement made at _____ on this _____ Day of _____ 20____ between Shri/Smt./Km. _____ Son/wife/daughter of Shri _____ r/o _____

(hereinafter called the 'borrower' which expression shall unless repugnant to context include his/her heirs, executors, administrators and assigns) of the One Part and The Mahendragarh Central Cooperative Bank Ltd; Mahendragarh, H.O. Near Anaj Mandi, Railway Road, Mahendragarh (Haryana) and amongst other a branch office at _____ (hereinafter called the 'bank' which term shall unless repugnant to context include its successors and assigns) of the Other Part.

Whereas the bank has allowed a housing loan of Rs. _____ (Rupees _____) to the borrower for the purpose of _____ as per terms and conditions agreed to under the Agreement for Housing Loan dated _____ entered into between the bank and the borrower (hereinafter referred to as the 'said Agreement'). The borrower's housing loan account number is _____.

Whereas the borrower had given option of "fixed interest/floating rate" and agreed to pay interest at the rate of _____% per rate with _____ rests.

*Whereas guidelines regarding charging of interest in housing loan were revised and under the revised guidelines, the borrowers were given the right to change the option from floating rate of interest to the fix rate of interest in their housing loan accounts.

* I/we authorize the Bank to re-set the fix rate at interest already agreed upon after a stipulated interval at two years from the date of execution of document.

Whereas the borrower desires to have the benefit of the revised guidelines to which the Bank has agreed as herein provided.

Now this Agreement witnesseth as follows :-

1. That with effect from _____ (effective date), the existing para No. _____ of the said Agreement shall stand substituted as under :-

2. Conditions relating to interest rate option

2(A) FIXED INTEREST RATE

(i) The borrower/s agree/s to pay interest under the fixed interest rate option at the rate as prescribed and prevailing as on date of this agreement/at the time of exercise of Fixed Interest option.

Provided that the Bank shall have the discretion to change the rest.

(ii) The option of fixed rate of interest exercised by the borrower/s will not be allowed to be changed for a minimum period of two years, unless Bank otherwise agrees, on conditions as prescribed by the Bank.

(iii) The option exercised by the borrower/s shall be the block period of two years as above, unless, the Bank otherwise agrees on conditions as prescribed by the Bank.

(iv) "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

*(delete if not applicable)

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.

2(B) The borrower/s exercise/s the "fixed interest rate" option and agree/s to pay interest at the rate and rest as prescribed by Bank.

The rate and rest as on date of this agreement is _____% p.a. with _____ rest.

The interest shall be calculated on the daily balance due to the Bank in the Housing loan account and shall be charged monthly so long as the amount due from the borrower/s is not paid in its entirety and the same will form part of the principal and carry interest at the above mentioned rates.

All other terms and conditions as contained in the said Agreement shall continued to remain in full force.

In witness whereof the parties hereto have set their hands on the day, month and year hereinabove mentioned.

Borrower/ s

For The Mahendragarh Central Cooperative Bank
Ltd; Mahendragarh,

(Authorised Signatory)

REVIVAL LETTER

To
 The Branch Manager,
 The Mahendragarh Central Coop. Bank Ltd.,
 Branch _____.

(Address)

| | | |
|----|----------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1. | Name of the Borrower/s (Father's/Husband's name also to be mentioned) | |
| 2. | Name of the Guarantor/s (Father's/Husband's name also to be mentioned) | |
| 3. | Name of the Mortgagor/s (Father's/Husband's name also to be mentioned) | |
| 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-XIV

Dated :

The Branch Manager,
The Mahendragarh Central Cooperative Bank Ltd.,
Branch _____

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 | | | | | | | | | | | | | | |
| | <table border="1"> <thead> <tr> <th>Sr. No.</th><th>Date</th><th>Name/Nature of the document</th><th>Original certified copy/certified extract/photocopy etc.</th><th>In case of copies, whether the original was scrutinized by the Advocate</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table> | 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 | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| 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 alongwith 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, Costal 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 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, Le. 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 vasika No. _____ 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 Mahendragarh Central Cooperative Bank Ltd; Mahendragarh

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: Mahendragarh

(Name & signature of Advocate with seal)

Dated _____

Annexure-XV

Balance & Security Confirmation from Borrower(s)

The Branch Manager,
The Mahendragarh Central Cooperative Bank Ltd., Mahendragarh
Branch _____.

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 Mahendragarh Central Cooperative Bank Ltd., Mahendragarh 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 Mahendragarh Central Cooperative Bank Ltd; Mahendragarh 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 Mahendragarh Central Cooperative Bank Ltd; Mahendragarh, Branch Office _____.

Certified true copy

Chairman/Secretary
(Authorised Signatory)

Annexure-XVI

Balance & Security Confirmation from Guarantor(s)

Space for affixing
Stamp Duty

The Branch Manager,
The Mahendragarh Central Cooperative Bank Ltd., Mahendragarh
Branch _____

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) _____

Place _____

Address(es) _____

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 Mahendragarh Central Cooperative Bank Ltd., Mahendragarh, Branch Office _____, 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 Mahendragarh Central Cooperative Bank Ltd., Mahendragarh, Branch Office _____ for their records.

Certified true copy

Chairman/Secretary
(Authorised Signatory)

Annexure-XVII(i)

Place :

Date :

The Branch Manager,
The Mahendragarh Central Cooperative Bank Ltd., Mahendragarh
Branch _____.

Dear Sir,

Account _____

I/We write to confirm that I/we _____ called on you in your office on _____ (date) and as agreed deposited with your Bank the original title deeds specified in Schedule-'A' hereunder concerning the property belonging to me/us free from encumbrances with intent to create security by way of equitable mortgage in respect of land/property, more fully described in Schedule-'B' together with all buildings, super structure, plant and machinery, constructed and/or to be constructed, installed and/or to be installed and all accretions thereto to secure the repayment of all liabilities/advances already made or which may hereafter be made by the Bank at my/our request to Sh./Smt. _____ (Name of the borrower) under/in respect of any of the following limits/loans and interest, costs and other charges payable in terms of loaning documents executed by the borrower :

| Sr. No. | Nature of limit/loan | Amount of limit/loan |
|---------|----------------------|----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

I/we agree to execute in your favour Registered mortgage at my/our cost in a form acceptable to you whenever called upon to do so.

I/we further declare that the documents deposited with the Bank are the documents that are in our possession and custody.

Please acknowledge receipt.

Schedule-A

List of Documents of Title

Schedule-B

Description of Property

(Signature of the Mortgagor)

Name _____

Address _____

Annexure-XVII(ii)

Place :

Date :

The Branch Manager,
The Mahendragarh Central Cooperative Bank Ltd., Mahendragarh
Branch _____.

Dear Sir,

Account in the name of _____

On _____, I/we deposited with you in your office the original title deeds of my/our property with intent to create equitable mortgage of the same as security to secure all liabilities/advances under/in respect of the following limits allowed at my/our request to Mr./Ms. _____ (name of the borrower) and interest, cost and other charges :

| Sr. No. | Nature of limit/loan | Amount of limit/loan |
|---------|----------------------|----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

The Bank has now sanctioned additional/enhanced limits as under :

1. _____
2. _____
3. _____

I/we agree confirm that the Bank shall also keep hold and continue to keep and hold the said title deeds already deposited with the Bank as security in the form of equitable mortgage of the property covered thereby _____ (description of property) by constructive delivery to secure all liabilities/advances under/in respect of the additional/enhance limits and interests, costs and other charges payable in terms of loaning documents executed by the borrowers.

Yours faithfully,

Signature of Mortgagor

Name _____

Address _____

Annexure-XVII(iii)

This letter should be taken where Equitable Mortgage has to be created by the same Mortgagor in the account of another Borrower in respect of the property already mortgaged in an existing account.

Place _____

Date : _____

The Branch Manager,
The Mahendragarh Central Cooperative Bank Ltd; Mahendragarh
Branch _____.

I/we write to confirm that on _____ (date of deposit of title deeds)
I/we deposited the original Title Deeds with intent to create security by way of equitable mortgage for the following limits/loans in the account of Sh./Smt./Ms._____.

| Sr. No. | Nature of limit/loan | Amount of limit/loan |
|---------|----------------------|----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

Now, the Bank has at my/our request sanctioned the following credit limits in favour of Sh./Smt./Ms._____ (Name of the other Borrower).

| Sr. No. | Nature of limit/loan | Amount of limit/loan |
|---------|----------------------|----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

I/we agree and confirm that the Bank will also keep and hold and continue to keep and hold the said original Title Deeds of my/our property so as to create security of Equitable Mortgage by constructive delivery to secure all liabilities/advances under/in respect of the aforesaid limits and interest, costs and charges payable in respect of loaning documents executed by the borrower.

Yours faithfully,

(Signature of Mortgagor)

Name _____

Address _____

