

### **Loan Application Form For Purchase of Private Vehicle**

The Manager,	
Udham Singh Nagar District Co-operative Bank Ltd.	Photo P.P.
Branch	I Moto F.F.
Dear Sir,	
To enable me to purchase	
my use, I shall be thankful if you will please sanction a loan of Rs	
Rupeesonly) agains	
Rsproforma invoice	for which is enclosed.
The loan may be disbursed through yourBranch.	
The loan will be repaid by me in	monthly instalments
of Rs The payment of instalment will common the payment of the payment o	nence from the month
following the month in which loan is availed of.	
I agree to execute in favour of the Bank such documents as may be required	oy the Bank. if the loan
is sanctioned and is availed of by me. I hereby give irrevocable authority to my employe	r to deduct the monthly
instalments (Principal amount as well as interest) from my monthly salary, and remit	o you.
The following particulars about my self are given for ready information.	
1-NAME IN FULL :	
2-Father's Name :	
3-Address (A) Local:	
:	
(B) Permanent :	
4-Tel. No (Office)(Resi)	
5-Occupation	
6-Age Married/Unmarried	
Number of dependents: Majors	
Minors	***************************************
7-Employment Particulars :	
i- Name of Office in which employed (indicate type of business)	
ii- Office Address	•••••
iii- Designation	
iv- Total Emoluments per month	
v- Net income per month (less Provident Fund, Income Tax and other ded	
9 Date of admitting applicant as a pominal member of the Bank	
8-Date of admitting applicant as a nominal member of the Bank	



### 9- Proposed Guarantors/sureties

-							
	S.	Nama	Residential	Office	Detail of	S.B. A/c	Date of admitting as
	S. No.	Name	Address	Address	S.B.	Date of	a nominal member
		,			A/c No.	opening	of the Bank
	1	2	3	4	5	6	7
		2	* _				
			8			E	
			A				
	10-	Particulars of item to be	•				
		(i) Description					
		(ii) Cost as per manufa			9		2
		dealter's invoice	Rs		• • • • • • • • • • • • • • • • • • • •		•••••
			19 19			Signature	of Applicant
			DECL	<u>ARATION</u>			
		I/We agree to abide b	v the rules and bve-la	aws of the bank whic	h are inforce	or may her	eafter come
	into f						
		1			Si	anature of th	ne Applicant
			EOR OF	FICIAL USE		9	1.1
			a			Annal Inno Alma	
		scrutiny of the appl					
		an of Rs					
		nase of					
		er terms and conditions s					
		ayment period					
	Equa	ated monthly instalment	Rs				
	S.B.	A/c No. of Applicant	.,				
	Date	of opening S.B. A/c		,			
						_	
	De	aling Asstt.	Asstt. N	/langer/Br. Actt.			nch Manager
				Udnam S	ingh Nagar D		p. Bank Ltd.
	Certi	fied that all the relevant o	locuments are duly fil	lled and legally comp	210.110		
			7			Dre	noh Mangor
			FOR HEA	D OFFICE USE		Dia	anch Manger
	Ca=-	ctioned as proposed Rs					
	Bran	ch Manager must ensure	the proper document	ation as per instruction	on issued by l	H.O. and als	o ensure the
		very of above loan in mo					
ш							

Senior Manager

Secretary/General Manger

**Section Officer** 

### **UDHAM SINGH NAGAR DISTRICT CO-OPERATIVE BANK LTD.**

	9
BRANCH	
DRANCHILL	

Photograph

### **INFORMATION SHEET REGARDING GUARANTORS**

Photograph

GUARANTOR-1	GUARANTOR-2
1. Name of Borrower:	1. Name of Borrower:
2. Name of Guarantor:	2. Name of Guarantor:
3. Fatehr's/Husband's Name:	3. Fatehr's/Husband's Name:
4. Date of Birth:	4. Date of Birth:
5. Address & Tel. No.:	5. Address & Tel. No.:
6(a) Occupation :	6(a) Occupation:
(b) Name & Address	(b) Name & Address
of Employer:	of Employer:
(c) Monthly Annual Income :	(c) Monthly Annual Income:
(Enclose proof):	(Enclose proof):

R					
AMPRIB TO					
	7(a) Details & Value of immov. propert		7(a)	Details & Value of immov. property:	2 2
Secretary of Street, Secretary	(b) Other Assets ( LIP, Cash, etc. w	vith amount) :	(b)	Other Assets( LIP, Cash, etc. with	
		***************************************			•••••
NAMES OF TAXABLE PARTY.					
	(c) Details of Borrowi	ng :	(c)	Details of Borrowing	·
	,	¥			
The same of the sa	(d) FNW (a+b+c):		(d)	FNW (a+b+c):	
	I certify that the about rue and correct gurantee of repaincluding interest taken by above name your Bank.	and I propose ayment of Ioan & other charges		l certify that the abo true and correct gurantee of repa including interest taken by above nai your Bank.	and I propose yment of Ioan & other charges
Name and Address of the Owner, where	Signature :			Signatura :	
Sycamorphism				Signature :	
	Date:	*********		Date:	· · · · · · · · · · · · · · · · · · ·
	Place :			Place:	
The second secon	Contents Verified			Contents Verified	
AND PARTY OF THE PERSON NAMED IN	Br. Account	Br. Manager		Br. Account	Br. Manager



### UDHAM SINGH NAGAR DISTRICT CO-OPERATIVE BANK LTD.

DDANCH	
DRANCH	

### **EMPLOYER'S CERTIFICATE**

Forming part	of the application for grant of P.\	Loan from Udham S		t Co-op. Bank Ltd.
	from			
Sri/Smt			Signature	
Father's/Husb	and Name			
Name & Addr				PASSOIRT SIZE PHOTOGRAPH DULY ATTESTED BY THE
The details of	nis/her service and emoluments a			EMPLOYER
(ii) Confii (iii) Desig (iv) Place	of Joining Service ramtion of posting along with Full name a	& Address of Institutio	on/Branch Office Wh	
	nt salary per month	Basic	Rs	
		D.A.	Rs	
		H.R.A.	Rs	
	Oth	ner item any Specify	Rs	
		Total -	Rs	
(vii) Other	monetary benefits		Rs	
If any	such as bonus etc.		Rs	
(viii) Detail	s of deduction from the monthly s	salary. P.F.	Rs	
		G.I.	Rs	
	Othe	r item if any Specify	Rs	
		Income tax	Rs	

Socs. Loan

Other Loans Specify

Insurance Premium

P.F. Loan

Total -

Rs. ....

Rs. ....

Rs. .....



	DETAIL OF	LOANS	Ţ
TYPE OF LOAN	SANCTIONED AMOUNT	OUTSTANDING AMOUNT	AMOUNT REPAYABLE ON
HOUSE LOAN	Rs.		
P.F. LOAN	Rs.		÷
SOCIETY LOAN	Rs.		
OTHERS	Rs.	f	
<ul> <li>3. If salary disbursed the (i) Name of Band (ii) Saving A/c Notes</li> <li>4. Salary drawing &amp; dislocation (ii) Name</li></ul>	Rs		
8. Local Residential Add	as per service records, with pin		
In the event of defau other dues as intimated from time to time, from	at the above particulars are true a ef alt by the employee, We underta by Udham Singh Nagar District C the salary of the above employed. Branch	ake to recover the equated co-operative Bank Ltd. Brand te and remit the same to Ud	monthly Instalments and
Place :		(Nam	For & On Behalf of e of the Employer & seal)



From:

To,

The Manager,
Udham Singh Nagar District Co-operative Bank Ltd.

Branch.....

Dear Sir,

We hereby declare, covenant and confirm that :-

- (i) the Vehicle under pledge/hypothecation to the Bank as security for the repayment of the above mentioned term loan (with interest, costs, charges and expenses) granted to me/us under the loan agreement is the one set out in the Schedule hereto annexed.
- (ii) The said schedule shall be deemed to have been incorporated into and forming part of the above said loan agreement as from the date on which it was executed.

#### SCHEDULE OF VEHICLE

- 1. Class of vehicle.....
- 2. Maker's name.....
- Type of body.....

   Year of manufacture.....
- 5. Number of cylinders.....
- Number of cylinders.....

   Chasis number....
- 7. Engine number.....
- 8. Fuel used in the engine....
- 9. Horse Power (H.P.)....
- 10. Maker's classification or if not known, wheel base.....
- 11. Seating capacity (including driver).....
- 12. Unloaded.....

**BORROWER** 

DATE : .....

### **GUARANTOR'S ENDORSEMENT**

I/We......who have guaranteed the repayment of the loan referred to in the above letter with interest, costs, charges and expenses, asset to what is stated therein and confirm that the vehicle under hypothecation to the Bank is as shown in the above schedule.

#### Guarantors:

1																																	
ı		0				•					٠		0	0	0																	 	

Date: .....

2. .....



# EMPLOYER'S RECOMMENDATION FOR SANCTION OF CAR LOAN

0,
The Branch Manager,
Udham Singh Nagar District Co-operative Bank Ltd.
Branch
Ref : Sanction of Ioan of Rs
To Sir for P.V.L.
Dear Sir,
We hereby certify that Sri,
Vorking asis a permanant
employee of our institution/organisation. We hereby recommend to sanction a loan of
Rsto the said employee for purchase of
Signature of Employer
(Head of the Institution)
Date
Name
Designations
(Seal of Institution/Department)

# A CONTROL OF THE PARTY OF THE P

### Udham Singh Nagar District Co-operative Bank Ltd.; Rudrapur

Branch.....

Authorisation Letter From the Borrower For Deduction of Loan

### **Instalment Out of Salary**

1-	I, Sri/Smt5/0	
	Resident of	
	hereby fully authorise	
	my employer M/s	
	having their registered office at	
	a	
	Depart	
	deduct and continue to deduct from my salary a sum of Rs	
	(Rupees	of loan of Rs by me from Udham Singh Nagar Distt. inue to remit regularly to the said Bank,
2-	In case of my death or leaving the service for any reason, eidischarge or dismissal from service before the repayment of employer to effect recovery of the entire loan outstanding provident Fund etc, payable to me and to forward the same to	of the loan, I also hereby authorise my against me even from Bonus, Gratuity,
3-	I agree that I, shall not be entitled to withdraw or revoke this otherwise, until the whole of my debt inclusive of interest of Co-opertive Bank Ltd	etc. to the Udham Singh Nagar District
4-	I hereby further agree that this authority is irrevocable and be entire amount of loan together with interest thereon as afores	
5-	I have executed this authority as provided for under section Punargathan Adhiniyam 2000) of the U.P. Co-operative Soci	
6-	I hereby further agree that this agreement is intended to author not only my present employers but any other employer or employers, be in service empowering him or themto deduct monthly instalments and to remit the same as aforesaid to the	ployers with or under whom I may for the from my salary or wages the aforesaid
7-	The contents of this authority have been fully understood by have understood the same and I am signing the name of my	free will.
	IN WITNESS WHEREOF I have signed this authotity at.	
on th	isday of	20
Wit	nessed by me:	
Sig	nature	Signature of the applicant
Ful	I Name	Full Name
Add	dress	Address

## MEMORANDUM OF UNDERTAKING FROM THE EMPLOYER IN FAVOUR OF THE BANK

	IN FAVOUR OF	THE BANK
		Resident of
our Institution/		is a permanent employee ofand his monthly emoluments
	Basic Pay	
	Dearness Allowance	
	Total emolument	
	Deductions	
	Net amount Drawn	
Ltd. Branch The amount so s 40 (1) of the	deducted shall be deposited with the Bank	tioned by Udham Singh Nagar District Co-op. Bank to him will be deducted from his monthly salary. It within seven days from the date of its deduction u/ context with Uttar Pradesh Punargathan Adhiniyam dearance certificate from the Bank.
	event of transfer of the employee elsewher ce under advice to you immediately.	re, we undertake to convey the instructions to the
Furthe	er, We have noted :-	
(i)	from his/her salary per month beginning f	employee for deducting a sum of Rsand remit the bunt till we receive further instruction from you.
(ii)	the employee including the amount payal in case of his/her death, retirement, resig whatsoever to UDHAM SINGH NAGAR I towards the balance outstanding in the afor	ct of making payment out of any amount payable to ble by way of terminal benefits like P.F. and gratuity nation or discontinuing the services for any reason DISTT. CO-OP. BANK LTDBranch, bresaid loan account together with interest etc., and ayment to the employee or on his account.
(iii)	even in case of his/her transfer, until the	be entitled to withdraw or revoke his/her authority, whole of his/her debt inclusive of interest to the DP. BANK LTDbranch is liquidated ed.
	Signature of Officer	Signature of employer
	(Authority to disburse	Name
	Salary & allowances)	Designation
		Seal of institution or deptt.
	Name	
	Designation	



# Udham Singh Nagar District, Co-operative Bank Ltd., Rudrapur <u>DEMAND PRONOTE</u>

Rs	Dated
ON DEMAND I/We	
	PROMISE TO PAY TO
Udham Singh Nagar Distt. Co-op	. Bank. Ltd. BranchOR ORDER
	with
Interest at the rate of	Precent Per annum with Quarterly Rests for Value received.
	Signature
Rev. Stamp	Designation
Rs. 1=00	(Address)
	CERTIFICATE OF SURETY
We, Sri,	R/o
	and Sri
of this loan with interest thereon in and we agree that our liablity hereu indulgence to the within named box	jointly and severally liable to the above named Bank for the due repayment accordance with above conditions and the rules and byelaws of the bank ander shall not be terminated or affected by the bank giving time or any other rower.  ed
	Signature of Sureties (Signature)
	Name
	Address
	2. Signature of Sureties (Signature)
	Name
	Address
	he sum of Rupeesfrom Udham Singh Nagar District Co-op. Bank Ltd.
by chque/DD No	Being the amount of the loan forRs
	(Borrower's Signature)

### TERM LOAN AGREEMENT FOR HYPOTHECATION OF VEHICLE

Sri/Smt
thereof be deemed to include his/her heirs, executors, administrators and assigns).  Shri/Smt
Shri/Smt
sole proprietor under the name and style of M/s
sake called "The Borrower" which expresion shall inclued his/her and his/her executors/administrators and
assigns)
assigns).
1
2
3
all of
carrying on business in partnership in the firm name and style of M/s
(hereinafter unless otherwise distinguished or referred to for brevity's
sake called "The Borrower" which expression shall include them respective heirs, executors, administrators
and assign and the survivor of them).
Ltd. a Company
incorporate under(hereinafter unless expressly named or
otherwise distinguised for brevity's sake called "The Borrower" which expression shall include wherever the
contet so admits its successors and assigns) of the one part and Udham Singh Nagar Distt. Co-operative
Bank Ltdhaving its Head Office atthereinafter called "the Bank" which
expression shall wherever the context so admits includes its successors and assigns) of the other part.
Whereas the Borrower/s has/have applied to the Bank for a loan of Rs
to enable him/her them to purchase from a Truck/Auto rickshaw/Taxi/Car/Mini Bus/Jeep for Taxi/Private
vehiclesmodel (hereinafter unless otherwise distinguished for brevity's
sake referred to as "the said vehicle" which expression shall include all fittings, tools, accessories, spares and
parts whatsoever pertaining to the said vehicle and all replacements additions made therein or thereto, fromtime
to time. And whereas in this connection the Borrower/s has/have represented to the Bank that the Borrower/s
has/have a permit enabling them to ply the said vehicle in the state of
throughout India.
And Whereas the Bank has agreed to grant the borrowers the loan of Rs(Rupees in words) upon the terms and conditions herein mentioned.
And Whereas the said sum of Rs(Rupees in words
Borrower/s to the Bank as hereinafter mentioned is to be secured by hypothecation of the said vehicle with the
Bank as mentioned herein.
Now It is Hereby Agreed by and between the Borrower/s and the Bank as under :-
There Borrower/s shall use the said sum of Rs
the purpose of purchasing the said vehicle and for no other purpose whatsoever.
2. The Borrower/s do and each of them doth hereby hypothecate/s and charge/s by way of first charge



in favour of the Bank said Vehicle as security for due repayment by the Borrower/s to the Bank of the said sum of Rs......and for interest thereon at the rates and in the manner herein mentioned and also for all costs, charges and expenses (the legal costs being between attorney and client) incurred by the Bank for the protection, preservation, defense and perfection of this security and for attempted or actual realisation thereon.

- 3. The said vehicle shall be held as the Bank's exclusive property specially appropriated to this security and the Borrower/s shall not except with the consent in writing of the Bank make and disposition of the same or part with the possession thereof or create any mortgage charge, lien or encumbrance thereon or any part thereof or do anything which would prejudice this security. If the Borrower/s shall draw a Bill of Exchange fro the price of said vehicle sold by them or for any part of such price the borrowers shall deliver th bills of Exchange to the Bank for collection and in case the Bank shall accept such bill for collection the Bank shall be at liberty to pay the amount realised in respect of the bill into said loan account of the borrower/s.
- 4. The Borrower/s shall permit the bank, their agents and servants from time to time and at all times to enter upon any premises where the said vehicle or any part thereof may be and to view inspect and value the same and take inventories thereof and shall render to the Bank and to their Agents and servants all such facilities as may be required for any of the purposes aforesaid. All costs, charges and expenses incurred by the bank of and incidental to such inspection and valuation shall be paid to the bank forthwith or demand (the Bank's statement being conclusive) and until payment the same shall with interest at the rate of...............% p.a. or at such other rate or rates as the bank may at any time and from time to time notify the borrower/s be a charge upon the said vehicle. Any such valuation shall be conclusive and binding on the borrower/s.
- 4(a). The Borrower/s to have the vehicle registered in his/her name/s with an endorsement in the certificate of Registration that the vehicle is under hypothecation with the Bank. The Borrower/s shall not cancel such endorsement in the Certificate or registration of the vehicle until the loan advance with interest and all monies payable under the Agreement is paid in full to the Bank. All charges of registration, payment of taxes, licences fees or insurance premia on the vehicle shall be paid by the borrower/s.
- 5. The Borrower/s shall pay the rents, rates, taxes, outgoings and other charges of the premises in which the said vehicle is kept and also all taxes license fees, duties registration and other charges payable in respect of the said vehicle either to the Government or to the Municipality or to any local/ or public dowdy or authority, and shall keep the said vehicle free from any distress, attachment or other adverse claim. If the borrowers shall fail to perform any of his/her/their obligations under this clause the Bank shall be at liberty, but not be bound to make any payment which the Borrower/s shall have failed to make and to pay any sums required for freeing the said vehicle from distress attachment or other adverse claim and to debit all monies so paid by the Bank to the said loan account of the Borrower/s.
- 6. The Borrower/s undertake/s at times to keep the said vehicle and all parts thereof and all equipment therein through working order and in good repair and condition and to make no major alterations therein without the previous written consent of the Bank and to keep the said vehicle duly and regularly serviced. Provided always that the Borrower/s shall not have nor be deemed to have any authority to create a lien upon the same in respect of such repairs.
- 7. The Borrower/s shall at his/her/their own expense keep the said vehicle in good condition and to ensure and keep the same insured throughout the continuance of this security in the names of the Bank and the Borrower/s against all such risks as amy be required by law and also against theft, fire, third party risk and against riots and civil commotion and such other risks etc. as the Bank may at any time and from time to time require the Borrower/s to insure with some insurance office

approved by the Bank for the full market value of the the said vehicle and shall deliver to the Bank the policy or policies for such insurance and the receipts for the premia paid therefore, If the Borrower/s shall fail so to keep the said vehicle insured as aforesaid or to deliver the policy or policies or the receipts for premia to the Bank, the Bank shall be at liberty (but not be bound) to effect the said insurance in the Bank's own name and to debit to the said loan account of the Borrower/s all expenses incurred by the Bank for so doing. All monies received under any such insurance shall be employed in or towards the satisfaction of the monies secured by the said vehicle.

- 8. The Borrowers shall forthwith notify the Bank of any loss of or damage to the said vehicle or any part thereof by theft, fires collision, accident or any other cause whatsoever and shall on the happening of any such event lodge the necessary claim with the insurance company within the prescribed time and shall also take teps to have the said vehicle put in thorough working order and in good repair and conditions as soon as possible. All monies receivable by the Borrower/s under the Insurance policy shall be applied at the Bank's option either in reinstatement of the said vehicle or towards repayment of the amount for the time being due hereunder to the Bank.
- 9. So long as any money remains due in respect of the said loan, the Borrowers, shall not use or suffer the said vehicle to be used contrary to law and shall not use or allow to be used the same for any reliability trial or racing competition, without the previous written permission of the Bank.
- 10. In the event of the said vehicle going off the Road for any reason whatsoever the Borrowers shall intimate the Bank as to.
  - (i) the reasons thereof
  - (ii) the period for which the said vehicle is likely to be and,
  - (iii) the place where the said vehicle is lying.
- 11. The Borrower/s shall notify the bank at once of any change in his/her/their address and the address of the premises to which the said vehicle may be moved.
- 12. The Borrower/s shall whenever called upon by the Bank, produce the said vehicle, its original Registration Certificate, its Route Permit and its. Insurance Certificate receipts for taxes payable to the Municipal and/or any other Authority of /Authorities in respect of the said vehicle for inspection of the Bank.
- 14. Notwithstanding anything herein contained or in any other document or writing the whole of the said loan of Rs. ......shall at the Bank's option become forthwith due and payable by the Borrower/s to the Bank and the Bank will at its option be entitled to enforce its security upon the happening of any of the following events namely:
  - (a) Any instalment of the principal monies of the said laon being unpaid upon the due date for payment thereof.
  - (b) Any interest remaining unpaid and arrears for a space of three months after the same shall have become due whether demanded or not.



- (c) The Borrower/s committing any breach or default in the performance or observance of these presents or and other terms condition relating to the said loan.
- (d) The Borrower/s entering into any agreement or composition with their creditors or committing any act. of insolvency.
- (e) Execution or distress being enforce or levied against the whole or any part of the property of the Borrower/s.
- (f) The Borrower/s or any of them being adjudicated insolvent or taking advantage of any law for the relief of insolvent debtors.
- (g) A receiver being appointed in respect of the whole or any part of the property of the Borrower/s.
- (h) The Borrower/s ceasing or threatening to cease to carry on business.
- (i) The occurrence of any circumstance which is prejudicial to or impairs, imperials, or depreciates or is likely to prejudice, impair, imperial or depreciates or is likely to prejudice, impair, imperial or depreciate the security given to the Bank and
- (j) The occurrence of any event or circumstance which would be or is likely to prejudicially or adversely affect in any manner the capacity of the Borrower/s to repay the amount due to the Bank.

On the question, whether any of the above events have happened the decision of the Bank shall be conclusive and binding on the Borrower/s.

- 15. The Bank and any of its Officers and other employees shall be entitled in default of payment of the monies hereby secured or in case of any contingency or emergency arising which in the option of the Bank would make necessary or expedient for the Bank to take possession of the said vehicle to enter upon any premises where the said vehicle shall be lying and to take possession of said vehicle or any part thereof and for the purposes of taking possession to break uponany outer or other doors of any premises where the said vehicle may be lying and to sell either by public auction or private contract or otherwise to dispost off or deal with all or any part of the vehicle within liberty to buy in at any sale by auction and to rescind or vary and contract for sale without being answerable for any loss or diminution in price and without being bound to exercise any of the powers hereby conferred or being liable for any loss occasioned by the exercise of any such power and to give effectual receipts and discharges for the purchase money and to do all such acts ad things for completing the sale or the Bank shall think proper. The Borrower/s shall not raise any objection as to the regualrity of any sale or other disposition made by the Bank nor shall hold the Bank responsible for any loss that may without the Bank's negligence areise from any act or default on the part of any broker or auctioneer employed by the Bank for the purpose of the sale or other disposition.
- 16. The net proceeds of any sale or other disposition by the bank of the said vehicle or any part thereof shall be applied in or towards the satisfaction of the monies secured by the sadi hypothexcation and if such net proceeds shall be insufficient to satisfy the said monies in full the bank shall be at liberty but not be bound to apply and other monies in the hands of the Bank standing to the credit of or belonging to the Borrower/s or any of them in or towards payment of the balance remaining due to the Bank and in the event of there not being any such other monies as aforesaid in the hands of the Bank or in the event of such other monies not being applied by the Bank as aforesaid or being insufficient for satisfaction in full of the said balance the Borrower/s shall forthwith pay the balance remaining due of the monies secured by the said hypothecation Provided Always that nothing herein contained shall be deemed to negatively qualify or otherwise prejudicially affect the right of the Bank (which it is hereby expressly agreed the Bank shall have) to recover from the Borrower/s the monies secured by the said hypothecation notwithstanding that the said vehicle may not have been sold or disposed off.

- 17. In the event of there being a surplus available of the net proceeds of such sale or other disposition after payment in full of the monies secured by the said hypothecation it shall be lawful for the Bank to remain and apply the said surplus together with any other monies belonging to the Borrower/s or any one or more of them for time being in the hands of the Bank in or under whatever account as far as the same shall extend against in or towards payment or liquidation of any and all other monies which shall be or may become due from the Borrower/s or any one or more of them whether solely or jointly with any other person or persons firm or company to the Bank by way of loans, discounted bills, letters of credit, Guarantees, charge or any other debts or liability including Bills, notes, credits and other obligation current though not then due or payable or other demands legal or equitable which the Bank may have against the Borrower/s or any one or more of them or which the law set-off or mutual credit would in any case allow to be set off and whether the borrower or any one or more of them shall become or be adjudicated insolvement or be in liquidation or otehrwise and interest thereon from the respective dates on which such debts or liabilities shall have been incurred at the rate or respective rates applicable thereto.
- 18. Nothing herein contained shall prejudice or affect any general or special lien to which the Bank may by law or otherwise be entitled or operate to prejudice the Bank's rights and remedies in respect of any present or future security, guarantee or obligation for any indebtedness or liability of the Borrower/s or any of them to the Bank.
- 19. If the Bank shall take possession of the said vehicle or any part thereof, whether under clause 15 hereof or otherwise howsoever the Bank shall be at liberty either to keep the said vehicle so taken possession of in the premises wherein or in any open space or road where it may be lying at the time possession thereof is taken by the Bank and to affix the Bank's locks to such premises if any or to remove the said vehicle to any other premises. Notwithstanding anything to the contrary in section 152 of the Indian contract act. the Bank shall not be responsibale for any loss or deterioration of or damage to the said vehicle taken possession of by the Bank whether by theft, fire, flood earthquake lightning or any other cause whatever.
- 20. The Borrower/s agree/s to accept as conclusive proof of the correctness of any sum claimed to be due from them to the Bank and secured by this agreement a statement of account made out from the booked of the Bank and signed by the Accountant or other duly authorised officer of the Bank without the production of any other voucher document or paper.
- 21. Borrower/s also undertake/s to hand over to the Bank the duplicate switch key of the said vehicle. If the lock and/or switch of the said vehicle at any time is changed by the borrower/s for any reason whatsoever, the Borrower/s also undertake to hand over immediately thereafter to the Bank the duplicate key of the new lock and/or the switch.
- 22. The Borrower/s undertake/s that he/she they shall pay the said vehicle. Within the area mentioned in the permit issued for plying the said vehicle. At present the area permissible for operating of the said vehicle a mentioned in ther permit issued to him/her/them is.
  - In case there is any variation in the area permit for operations of the said vehicle the borrower/s hereby undertake to notify to the bank about the same immediately.
- 23. Borrower/s shall never use the said vehicle for transport of any contraband goods and/or any for any illegal purpose.
  - The Borrower/s hereby ageree/s and undertake to produce the said vehicle for inspection to the bank authorities every half year. If however the bank requires inspection of said vehicle earlier than the said period the borrower/s hereby agree/s and undertake/s to produce the said vehicle for such inspection as such when called upon to do so by the Bank.
- 24. The Borrower/s hereby declare/s that the said vehicle is the absolute property of the borrowers at the sole disposal of the Borrower/s and the same is free from any prior charge or encumbrances and



that the borrower/s has/have not done or knowingly suffered or been party or privy to anything whereby he/she/they is/are in any way prevented from hypothecating the said vehicle in manner aforesaid and that the Borrower/s will do and execute at his/her/their costs all such acts, deeds, things and documents for further and more perfectly assuring the said vehicle to the Bank as shall be required by the Bank and for giving better effect to these presents the borrower/s do and each of them both hereby authorise/s and irrevocably appoint/s the Bank and/or their officer (s) Attorney(s) for and in the names of the Borrower/s and everyone of them to act on behalf of the Borrower/s and all acts. deeds, matters, assurances and thing which the Borrower/s and/or any of them ought to executed and do under these presents and generally use the names of the Borrower/s or any of them in exercise of the powers hereby conferred.

- 25. The Bank shall be entitled to put up and the Borrower/s hereby give/s his/her/their consent to the Bank to put up the Bank's name board at any place where the said vehicle may be kept at such time and in such manner as the Bank deem proper.
- 26. Where the Borrower is more than one individual each of them shall be bound and liable hereunder jointly and severally with the other or others of them and all covenants, conditions, agreements herein contained shall be performed by them and each of them jointly and severally and any act or default by any of them shall be deemed to be an act or default by all of them.
- 27. Any notice given by the Bank under this Agreement shall be deemed to have delivered to the Borrower/s if delivered to him/her/them or any of them personality or if posted to him/her/them or any of them at the address registered with the Bank whether such address is then his/her/their actual address or not. Such notice if posted shall be deemed to have been delivered to the borrower/s at the time it would reach the address in the ordinary course of post where it is actually delivered or not.
- 28. In case the Borrower/s shall be a firm or members of a firm no change whatever in the constitution of such firm during the continuance of the Agreement shall impair or discharge the liability of the Borrowers or any of them hereunder. In the event of the death or retirement of any partners, the Bank shall be entitled at its discretion to deal with the surviving or continuing partner or partners as the case may be and allow the surviving or continuing partner or partners to make deposits in the said vehicle to such surviving or continuing partner or partners to make deposits in the said vehicle to such surviving or continuing partner or partners against receipts or such amount as it may in its discretion consider proper without in any way affecting its right to recover the balance of its balance of its dues from the retiring partner or the heirs and legal representative of the deceased partner and otherwise deal with the continuing or surviving partner or partners in respect of the affairs of the firm in such manner as the Bank thing proper without reference to the heirs and legal representative/s retiring partner and the heris and legal representatives or retiring partner shall have no claim against the Bank in respect of such dealings.
- 29. Provided Always that this agreement is not to prejudice the rights and remedies of the Bank against the Borrowers irrespective and independent of this agreement in respect of and other advance made or to be made by the bank to the Borrower/s.

In wi	tness whereof the borrower/s has/have hereunto set, their hands atth	nis
	of20	

Borrowers



## Udham Singh Nagar District, Co-operative Bank Ltd., Rudrapur FORM OF GUARANTEE FOR ADVANCES & CREDITS GENERALLY

Gentlemen,

- 2. It is also agreed that any admission of acknowledgement in writing by the principal debtor of the amount indebtendness of the principal debtor or otherwise in relation to the subject matter of this guarantee or any judgment of award obtained by you against the principal debtor shall be binding on me/us and I/we accept the correctness of any statement of account served on the principal debtor which is duly certified by any manager or Officer of the Bank and the same shall be binding and conclusive as against me.us also. and I/we further agree that in making an acknowledgement or making a payment he shall be treated as my/our duly authorised agent for purpose of Indian limitaion act. of 1963.
- 3. I/we agree the amount hereby guaranteed shall be due and payable to you on your serving me/us with notice requiring payment of the amount and such notice shall be deemed to have been served on me/us or by dispatch thereof to me/us or by registered post at my/our address written hereunder or any other address in India to which I/we may be written intimation given to the Bank request notices addressed to me/us to be dispatched.

Any notice dispatched by the Bank by the registered post for me/us at the address to which it is required to be dispatched by this clause shall be deemed to have been duly served on me/us at the time when the notice would be in the ordinary course of post be delivered at the address not with standing that the notice may not in fact have been delivered to me/us or that the address to which it is dispatched may have ceased to be my/our address.



liable under the guarantee for all advances made and credits given by the bank to the principal/s after the death of the deceased but before delivery of teh aforesaid notice as well as for all advance made and credits given before the death of deceased.

- 6. My/our guarantee shall not be revoked effected by the admission into the firm of any new partner or partner or partners or by the retirement there from of any partner or parterns so that I/we shall be liable to you for all advance made and credits given by you to the firm not withstanding that the firm may at the time such advances and credit are made and given be constitued differently from now.
- 7. This guarantee shall not be revoked by me/us and shall remain in force till all the amounts due and payable to you by the principal/s are paid up in full inclusive of intt. charges, etc. I/we further and I/we shall continue to be liable thereunder for all the amounts due and payable to you by the principal/s even though the principal/s has have/not renewed the documents and even though the amounts due from the principal/s gets time barred and you cannot recover the same from principal/s by filling a suit or any legal proceeding against the principal/s.
- 8. We agree that entries in the books kept in the ordinary course of your business with regard to the advances made or credits given to he principal/s add with regard to the interest, commission, cost, charges and expenses debited to the principal/s shall be conclusive evidence against me/ us of the transactions and matters therein appearing and of the principal/s liability for the sums shown to be due by such entries.
- 9. I/we hereby consent to your making any variance that you may think fit in the terms of your contract with the principal/s to you determining enlarging on varying and credit to him/ehem to your making any composition with him/them and or promision to give him/them/in time or not to use him/them and to your parting with any security you may hold for the quarantined debt. I/we also agree that I/we shall not be discharged from my/our liability by your releasing the principal/s or any act or commission of yours the legal consequence of which may be to discharge the principal/s or by any act. of yours which would, but for this present provision be inconsistent with my/our rights as sureties or by your commission to do any act which but for this present provision your duty me/us would have required your to do. Thought as between the principal/s & myself our-selves I/we am/are sureties only we agree that as between your selves and me/us I/we am/ are principal debtors jointly with him/them and accordingly. I/we shall not be entitled to any of the rights conferred on sureties by sections 133, 134, 135, 139 and 141 of contract Act.
- 10. I/we agree that if the principal/s shall be found not to be liable to you in law for the advance made or credits given by you to him/them by reason of his/their incapacity to borrow or to contract or for any other reason. I/we shall nevertheless be liable as principal debtor/s to pay to you all the sums that would have been recoverable by you from me/us grantors the principal/s has been liable for the advances and credits.
- 11. I/we delcare that this guarantee is in addition to and not by way of limitation of or substitution for any other guarantee or guarantees that I/we may have previously given or may thereafter give to you (whether alone or jointly with any other parties) and that this guarantee shall not revoke or limit my such other guarantee or guarantees.

Place	Signature of Guarantor
Name of Branch	1
Date	2

### LETTER OF NON ENCUMBRANCE

To,

Bank.

The Branch Manager,

Udham Singh Nagar District Co-operative Bank Ltd.

Branch						
				,		
Dear Sir,						
We hereb	declare that the land,	, building, mac	hinery, stocks, o	out standings a	nd other asse	ts of the
company/firm	are free from all encumb	rance whatsoe	ver and on the le	ngth of the decla	ıration you are	allowing
us cash credit	and other facilities and	d in considerat	ion of such faci	lities granted to	us by you we	e hereby
undertake not	to create any charge or	encumbrances	on any of the a	foresaid assets	of the compan	y/firm by

way of pledge or mortgage or issue of debentures with charge there against or by any means whatever or

alienate or transfer by sale gift or otherwise any of aforesaid assets, in favour of third parties without obtaining

the Bank's prior consent in writing so long as the facilities enjoyed by us continue to be given to us by the

Yours faithfully,

Borrower

### UDHAM SINGH NAGAR DISTRICT CO-OPERATIVE BANK LTD. RUDRAPUR

(Registered under the Co-operative Societies, Act 11 of 1912)

To,

	THE UDHAM SINGH NAGAR DISTRICT CO-OPERATIVE BANK LTD.
	H.O. Rudrapur
	Branch
	Gentlemen
1.	Ihereby apple to become a nominal member of your Bank and sent herewith sum of Rs. 1/- only as fee in terms of the bye-laws of the Bank I hereby authorise you to place my name on the register of nominal members in case the application is granted.
2.	I am qualified to be a member of Bank in terms of bye-laws of the Bank and state that I shall be bound by the existing bye-laws of the Bank and by any modification of or addition to such bye-laws that may be legally effected during the period of membership of the Bank.
Na	ne in fullageage
	(Shares will not be allotted on Joint names)
Fa	er's Name
Pro	ession or business
Ad	ress in full
	Yours faithfully
Da	edSignature
	Admitted No
	Branch Manager
Spe	simen Signature
Na	eFather's Name
Spe	simen
Add	ess
Dat	d20



### UDHAM SINGH NAGAR DISTRICT CO-OPERATIVE BANK LTD. RUDRAPUR

(Registered under the Co-operative Societies, Act 11 of 1912)

To,

	THE UDHAM SINGH NAGAR DISTR	RICT CO-OPERATIVE BANK LTD.
	H.O. Rudrapur	
		Branch
	Gentlemen	
1.	of your Bank and sent herewith sun	n of Rs. 1/- only as fee in terms of the bye-laws of the Bank I hereby the register of nominal members in case the application is granted.
2.		ank in terms of bye-laws of the Bank and state that I shall be bound k and by any modification of or addition to such bye- laws that may d of membership of the Bank.
Na	me in full	ageage.
		(Shares will not be allotted on Joint names)
Fat	ther's Name	
Pro	ofession or business	
Ad	dress in full	
		Yours faithfully
Da	ted	Signature
	Admitted	No
	Branch Manager	
Spe	ecimen Signature	
Nai	me	Father's Name
Spe	ecimen11	3
Add	dress	
Dat	zed20	••

### UDHAM SINGH NAGAR DISTRICT CO-OPERATIVE BANK LTD. RUDRAPUR

(Registered under the Co-operative Societies, Act 11 of 1912)

To,

	THE UDHAM SINGH NAGAR DISTR	RICT CO-OPERATIVE BANK LTD.
	H.O. Rudrapur	
		Branch
	Gentlemen	
1.	of your Bank and sent herewith sur	m of Rs. 1/- only as fee in terms of the bye-laws of the Bank I hereby the register of nominal members in case the application is granted.
2.		ank in terms of bye-laws of the Bank and state that I shall be bound it and by any modification of or addition to such bye-laws that may d of membership of the Bank.
Na	me in full	ageage
		(Shares will not be allotted on Joint names)
Fai	ther's Name	
Pro	ofession or business	
Ad	dress in full	
		Yours faithfully
Da	ted	Signature
	Admitted	No
	Branch Manager	
Spe	ecimen Signature	
Na	me	Father's Name
Spe	ecimen11	
Add	dress	
Dat	red20	



To be filled the Udham Singh Nagar District Co-operative Bank Ltd.

	AFFIDAVIT
1	aged aboutyears.
Son	of Sriresident of
	state on oath as under:
1.	That the deponent is the owner of the plot of
2.	That the said plot of land was purchased by the deponent out of his own self-acquired Income and the deponent is the absolute owner of the same.
	OR
	That the deponent has purchased the said plot of land out of his own self-acquired income and after purchase of the same, he had made constructions from his own self-acquired income. The said plot of land and the building constructed thereon are absolutely and exclusively belong to the deponent.
3.	That the deponent assures that he has good subsising, clear, uncncumbered and marketable title in respect of the said plot of land/said property and that the said plot of land/said property is not subject matter of any court litigation, nor it is attached in any decree or order of any court of law.
4.	That the deponent further assures that he is competent and capable of creating equitable mortgage in respect of the said plot of land/said property in Bank's favour.
5.	That the deponent out of his own free-will has agreed to deposit the original title deed of the said plot of land/said property in Bank's favour for creating equitable mortgage for the advances made or to be made by the Bank to the deponent or to Sri
6.	R/o
0.	That the deponent undertakes that so long the dues of the bank with interest and other charges are not paid off the deponent would not encumber the said plot of land/said property and would keep the same in good and subsisting condition.
7.	That the bank shall have its first charge and lien on the said plot of land/said property including the improvement, which may be made by the deponent on the said plot of land/said property.
8.	That the deponent hereby waives all illegalities and irregularities, if any in creation of equitable mortgage by the deponent in Bank's favour.
	Deponent
	VERIFICATION
1.	The above named deponent do hereby verify that the contents of Paras 1 to 8 of this affidavit are true to my personal knowledge.
	Deponent
	ed and verified thisat place

To,	
	The Branch Manager
	Udham Singh Nagar District Co-operative Bank Ltd.
	Branch
	Date
Reg	: Grant of loan to Sri
Ref	: Deposit of original title deed with your branch on
Dear	· Sir,
In	order to collaterally secure the loan/Credit facility of Rs
(Rup	pees) only. sanctioned by the
	k to Sir
	and ondeposited the following documents of title of my plot of land No
	the building built thereon bearing Nosituated at with
your	branch.
	DETAILS OF THE DOCUMENTS DEPOSITED BY ME
(i)	Original title deed of the plot Noproperty Noproperty No
	Situated at
(ii)	Original Rhatauni of the property.
(iii)	Affidavit of the undersigned.
(iv)	Non-encumbrance report of Sri
(v)	Receipt issued by the Registrar officein respect of the inspection of the Deed.
Vi.	
NII	ndly confirm having received the above said documents.
En	

Yours faithfully

P.V.L. PROFORMA 13

# THE PROPERTY OF SHAPE OF SHAPE

## EQUITABLE MORTGAGE-DEPOSIT of deeds to source a given sum and interest repayable within a fixed period.

	S EQUITABLE MORTGAGE IS MADE ON THEday of
	part and
	Branch) of the other part.
ooid	WHERE AS THE SAIDCoop. Bank Ltd. has advanced to the
	Sri
	sum of Rs(Rupees)
	receipt whereof said
	in consideration of such advances aggregating the aforesaid sum of Rs
	ees) and for further securing the repayment thereof.
	emand. with interest therein, at the rete of
Coop	Bank Ltd. the deeds and documents pertaining to this title to
	and do
herel	by charge the premises comprised in the said deeds of documents with the repayment of the said sum of
Rs	(Rupees)
with	interest thereon at the rate ofper annum. Such interest to be
paya	ble monthly along with principal on or before 10th day of each month.
AND	IT IS HEREBY AGREED AS FOLLOWS:
<b>ANE</b> 1.	That should any interest remain unpaid for a period of more than six months from its accrual and or after the expiry of the period specified herein the said
	That should any interest remain unpaid for a period of more than six months from its accrual and or after the expiry of the period specified herein the said
1.	That should any interest remain unpaid for a period of more than six months from its accrual and or after the expiry of the period specified herein the said
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1.	That should any interest remain unpaid for a period of more than six months from its accrual and or after the expiry of the period specified herein the said

**MORTGAGEE** 

### **SCHEDULE OF PROPERTY**

List of documents deposited with UDHAM SINGH NAGAR DISTRICT CO-OP. Bank Ltd. relating to the				
property comprising				
Sri	Son			
of Sr	of SriR/o			
******	Bounded as below:			
(1)	Sale deed dated			
	Executed By Sri			
(2)				
	We the UDHAM SINGH NAGAR DISTRICT CO-OP. Bank Ltd. do hereby acknowledge to have this day			
	received the above listed deed and documents and undertake to redeliver the same intact (Damaged by			
	fire or other or other inevitable accident only excepted) to the said Sri			
	Son of SriOn received by as of			
	them by the equitable mortgage of even date.			
	Date at this the			
Мо	rtgage			
*Re	eceipt of documents to be given by the Mortgage to the Mortgagor.			



To,	
The R.T.O.	
Sub.: Charge of Udham Singh Nagar District Co-operative Bank Ltd. In respect of vehicle, as per details given below:	Branch
Dear Sir,	
Dear Sir,	
This is to inform you that the vehicle, as per details given below	
by	
of the loan granted to me/us by Udham Singh Nagar District Co-operative Bank	
Such vehicle is hypothecated in favor of the said ba	
first charge and lien over the same for the said loan and interest etc. to be ac	
requested to direct your office to make endorsement of the hypothecation of	
Udham Singh Nagar District Co-operative Bank LtdBra	
Registration Certificate of the Vehicle and other relevant records of your office	e.
Details of Vehicle	
Makeyour of Manufacture	
Modelcylinder	
Chassis NoEngine No	
Registration No.	
	Yours faithfully,
Signatur	e
Name	
Address	



## वाहन विक्रेता फर्म को भुगतान करने हेतु ऋणी का अनुरोध पत्र

सेवा में,			
शाखा प्रबन्धक,			
ऊधमसिंह नगर डिस्ट्रिक्ट को-आपरेटिव बैंक लि०			
शाखा			
महोदय,			
कृपया अपने कार्यालय पत्रांक			
दिनांकका सन्दर्भ ग्रहण करें जिसके द्वारा मुझे /हमें मु०			
रुपया का वाहन ऋण () स्वीकृत करने के			
बारे में सूचित किया गया है। वाहन विक्रेता डीलर/कम्पनी द्वारा संलग्न पत्रांक			
दिनांकद्वारा सूचित किया गया है कि उक्त वाहन की डिलीवरी उनके द्वारा दिनांक			
तक दिया जायेगा।			
अतः अनुरोध है कि मेरे द्वारा बैंक में जमा मार्जिन मु० रुपया			
तथा बैंक द्वारा वाहन क्रय करने हेतु स्वीकृत ऋण मु० रु० को			
सिम्मिलित करते हुए मुoरूपया का चेक/ड्राफ्ट वाहन डीलर फर्म			
मैसर्स को			
निर्गत करने का कष्ट करें, तथा अधोहस्ताक्षरी को वाहन की डिलीवरी करने हेतु भी वाहन डीलर फर्म को लिखना चाहें।			
भवदीय,			
ऋणी /ऋणियों के हस्ताक्षर			
एवं नाम			
फर्म की मुहर के साथ			



अधमसिंह नगर डिस्ट्रिक्ट को-आपरेटिव बैंक लिo	Sent Sent
शाखा	=
पत्रांक दिनांक	
वाहन की डिलीवरी हेतु चेक/ड्राफ्ट अग्रसारण पत्र	
ਸੈਂo	
***************************************	
***************************************	
महोदय,	
आपके फर्म/कम्पनी द्वारावाहन माडल नं०वाहन माडल नं०	
को क्रय करने हेतु कोटेशन संख्या	
आधार मैं/श्री	
पता को	
मु०ऋण स्वीकृत किया गया है।	
उक्त वाहन क्रय करने हेतु मु०रूपये का	T
चेक/ड्राफ्ट संख्या	
जा रहा है। जिसकी पावती निर्गत करने का कष्ट करें। यहां यह स्पष्ट किया जाता है कि ऋणी को वाहन की डिलेवरी आप	
द्वारा वाहन का आर०टी०ओ० कार्यालय में पंजीकृत कराने, बीमा कम्पनी से बीमा कराने तथा प्रमाण पत्रों की छाया प्रति बैंकों को उपलब्ध कराने के उपरान्त की जायेगी। कृपया वाहन की डिलीवरी उक्त ऋणी को कर उसकी इनवाइस ( बिल )	
की एक प्रति जिस पर प्रथम नाम बैंक तथा द्वितीय नाम उक्त ऋणी का होगा, के साथ पंजीकरण प्रमाण पत्र तथा बीमा	
कम्पनी के वकर नोट की छाया प्रति बैंक को रजिस्टर्ड डाक/विशेष पत्रवाहक से प्रेषित करने का कष्ट करें। ऋण/ऋणियो	
के हस्ताक्षर नीचे प्रमाणित किये गये हैं। उक्त कार्य पर होने वाला समस्त व्यय ऋणी द्वारा वहन किया जायेगा।	1
चा हरताचर ताच प्रचाचित चित्रच चच हो उपराचित्रच पर होने जोसी समस्य व्यव प्रहणा द्वारी वहने किया जीवेगी।	
भवदीय	
્યા ખાલા પ્રાપ્ત	,
शाखा प्रबन्धक	2
प्रतिलिपि सूचनार्थ एवं आवश्यक कार्यवाही हेतु उक्त ऋणी को प्रेषित।	
शाखा प्रबन्धक	_
	)
कार्यालय कार्य हेतु	
ऋणी के वाहन डिलीवरी मेरे समक्ष दिनांकको निम्नलिखित बिन्दुओं पर सत्यापनोपरान्त की गयी : 1. वाहन का आर०टी०ओ० कार्यालय का पंजीकरण प्रमाण पत्र।	
2. वाहन की बीमा पालिसी	
3. वाहन का माडल नम्बर, चेसिस नम्बर आदि	
or and i an another track officer	

ह० शाखा प्रबन्धक नाम एवं बैंक की सील के साथ