

# MANUAL OF INSTRUCTIONS

Volume-I



**REPCO BANK LTD.,**

(Govt. of India Enterprise)

H.O. Repco Tower

33, North Usman Road,

T. Nagar, Chennai-600 017.

August 1999.

# **MANUAL OF INSTRUCTIONS**

(updated upto 30-6-1999)

**Volume - I**

## **ADVANCES**

**Strictly for the Authorized use of  
RepcO Bank Staff only.**



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## Foreword

*Subsequent to the publication of instruction manual in 1994 several new schemes have been introduced, modifications to instructions effected. Incorporating all these changes, the Policy Formulation Development Division (PFDD) took up revision of the instruction manual and has brought out the revised edition. The manual is an updated compendium of all rules, regulations and instructions in vogue. Obsolete instructions have been deleted. This compendium can be referred to in the place of Circulars in force on various subjects. Staff members are advised to make best use of the manual for improving their efficiency in day to day operations. Instruction manual should be available for easy reference by the staff members. Newcomers should find time to get themselves abreast of the contents of the manual. Suggestions and discrepancies, if any, may please be brought to our notice.*

*I wish to place on record my appreciation for the impressive work done by Head Office personnel in bringing out this valuable instruction manual.*



*Managing Director*

02.08.99.

REPCO Tower,  
Chennai - 17.

# INSTRUCTION MANUAL

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## ADVANCES

### JEWEL LOAN

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Cir.No.18/98/PFDS,dt.28.05.98  
Cir.No.26/98/IVID, dt.17.07.98  
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Cir.54/90/BOS, dt.07.12.90  
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#### 1.1.0 Whom to Advance:

Jewel loan may be granted on the security of Gold Jewels belonging to the borrower who are

- members of the Bank.
- properly introduced to the Bank.

#### 1.1.1. Limit:

Jewel loan shall not exceed 80% of the NET value of the jewels or @ Rs.250/- per gram (On Net Weight), whichever is less prescribed from time to time.

Disbursement of Jewel Loan to staff and D.D.C.:

Total Jewel loan outstanding that can be in the account of a staff member shall not exceed Rs.10,000/- at any point of time w.e.f. 29.05.96. The limit is Rs.5,000/- for a Daily Deposit Collector/Jewel Appraiser. Higher loan limits shall be considered only with prior permission of Head Office.

#### 1.1.2 Loans to Jewel Appraiser or his Relatives:

No Jewel Loans shall normally be arranged to the Bank's Jewel Appraiser or to his relatives or to persons introduced by him unless the jewels proposed to be pledged are independently appraised by other appraisers/Officer to the satisfaction of Branch Manager.

#### 1.1.3 Confirmation of the Ownership of jewels:

The Branch Manager, should take care to see that the party pledging the jewels is the true owner of the jewels. It may not be possible to give clear cut instructions to guide them in the matter of confirming the ownership of the jewels. However, some of the circumstances in which they should observe more caution are furnished below:

- If the general appearance of the applicant is quite incompatible with the size or type of the jewels brought. e.g. a poor man bringing jewels of considerable value.
- Jewels worn generally by a particular community being brought for pledging by persons of another community e.g. jewels worn by Muslims brought by Hindus and vice versa.
- Jewels generally used in Temples being brought by individuals for pledging.
- The behaviour of the borrower is suspicious.
- The applicant objecting thorough examination of the jewels.
- The borrower being a temporary immigrant.

#### 1.1.4 Appraisal of Jewels:

1) When the Manager is satisfied with the ownership of jewels, he must get the jewels appraised by the Jewel Appraiser appointed by the Head Office.

2) Appraisal by Manager:

Wherever Jewel Appraiser is not appointed, the Manager or other officers authorised by the Head Office may appraise the jewels and sign at the appropriate place. The upper limit of the loan disbursed under such appraisal shall not exceed Rs.5000/- per party.

3) Appraisal by Jewel Appraiser:

The jewels should be got appraised by the Jewel Appraiser at the branch premises itself and under no circumstances, the jewels should be sent to the jewel appraiser's place for appraising, for the purpose of granting jewel loans.

4) Appraisal procedure:

It is hard to prescribe any fool-proof method of testing the genuineness of gold and gold ornaments and this skill may be acquired by constant practice and experience based on sound commonsense. Broad guidelines, however, are outlined hereunder for general guidance.

a) Touchstone Test:

Gold/ornaments may be rubbed on a touchstone. The Gloss and colour of gold are distinct from those of their base or alloy metals and should by experience, be noted. Rubbing on the touchstone may also disclose any spurious substance inside, if the ornaments are merely coated with gold lining.

b) Nitric Acid Test:

Nitric Acid does not make any impression on pure gold and its effect on sovereign gold is very little. Its reaction on gold of inferior quality is discolouration of the metal to coppery red - the extent of discolouration being dependent on the proportion of the alloy and the metal present. A drop of nitric acid, on the touchstone against which the gold is rubbed, or on the jewel itself would disclose the genuineness or otherwise of the gold content of the ornaments.

c) Test by Filing:

In the case of jewels coated with a thick lining of gold, application of triangular file or a small deep scratch created with a pen knife could expose the inner contents. The particles of the alloy will be seen spilling out of the inner contents of the cavity. Nitric acid test described above should then be applied on the cavity.

d) Water Test:

Ornaments may be with hollow inside or filled with wax or lac. If the ornaments are weighed in water, the weight will be considerably lighter. This can be done by tying the ornaments with a thin silk-thread and hanging it from one side of the scales so that the ornaments are fully immersed in a bucketful of water below without the ornaments touching any portion of the bucket. When such a procedure is adopted, the weight in water as well as direct weight should be recorded separately in form OG 18/21.

e) Precious Stones:

Indian ornaments, often contain precious stones. In several instances, such stones carry higher value than gold. But as a matter of policy, all types of precious stones should be ignored when advancing against jewels. Sufficient margin should therefore be allowed for the approximate weight of such stones, and for purpose of advances, only net weight so arrived at should be computed.

f) Jewels containing Thread:

Some jewels contain threads made of cotton silk and of even other base metals like copper or silver. In such cases, too, adequate margins should be allowed so that the approximate weight of such extraneous substance is ignored. Advances against jewels should be discouraged where such extraneous substance is out of proportion to the gold used.

g) Gold Bars:

In the case of gold bars, it should be verified whether they are recognised bars bearing specification of weight; fineness etc., marked on them either by the Mint or other recognised dealers.

5) Examination of Purity:

The Jewel Appraiser or the Branch Manager or the authorised officer will examine the purity to his satisfaction.

6) Certification:

All the particulars required viz. gross weight, net weight, purity, rate per gram and the estimated value are to be entered and filled up by the jewel appraiser, item-wise in the appropriate place and the jewel appraiser should sign at the place allotted for his signature.

7) Scrutiny of Appraiser's Certification:

a) When the above form is got back with the signature of Jewel Appraiser, the Manager should verify his signature and also that the jewel appraiser has given all the particulars required.

b) The Manager should verify and satisfy himself that the valuation made is fair and that the gross weight noted is correct.

### 1.1.5 Sanction of Advance:

- 1) The Manager will determine the amount to be advanced in consultation with the party. He will also confirm the purpose for and the period upto which the loan is required and sanction the loan within the rate and maximum amount permitted by Head Office from time to time and note the amount to be advanced in the sanction order. The Branch Manager alone is empowered to sanction and he is not authorised to delegate sanctioning powers to his subordinates.
- 2) Before sanctioning the loan he should satisfy himself that the advance is for productive purposes and not for speculative purposes.
- 3) In all cases margin determined by Head Office should be allowed and the Branches should not exceed the power delegated (vide table below) in the upper limit of loan amount.

Table showing rate per gram allowed from the inception of the scheme till date

REFERENCE	RATE PER GRAM
Regulations	- Rs.200/-per gram on Net Weight or 80% of value of Jewels whichever is less.
Cir.23/89, dt.01.09.89	- Rs.225/- per gram " "
Cir.28/89, dt.28.09.89	- Rs.200/- per gram " "
Cir.15/90, dt.03.04.90	- Rs.150/- per gram " "
Cir.21/90, dt.07.05.90	- Rs.200/- " w.e.f. 07.05.90
Cir.36/91, dt.04.07.91	- Rs.225/- " w.e.f. 04.07.91
Cir.16/92, dt.17.06.92	- Rs.200/- " w.e.f. 22.06.92
Cir.36/92, dt.26.10.92	- Rs.250/- " w.e.f. 26.10.92
Cir.35/93, dt.10.09.93	- Rs.275/- " w.e.f. 10.09.93
Cir.15/94, dt.19.04.94	- Rs.300/- " w.e.f. 19.04.94
Cir.5/96, dt.17.02.96	- Rs.325/- " w.e.f. 01.03.96
Cir.19/97, dt.05.07.97	- Rs.300/- " w.e.f. 07.07.97
Cir.34/97, dt.23.10.97	- Rs.250/- " w.e.f. 01.11.97

### Delegation of Powers:

Rs.1.00 lakh	- TNG, TRY, MDU, VYP, TAN, PVM, PADI, ADY TON, KRR.
Rs.0.50 lakh	- G.T, CBE, SLM, NKL, BLR, TNV, CNR, PUN, VJW, VLR, PDY, TVM, VPI, RDH, VZG, MLR, ERD.

### 1.1.6 Arranging of Loan:

After the amount is decided upon, the Form is sent to the Clerk for being written up retaining the jewels with the Manager. After the entries are made and the necessary form and vouchers prepared, the party's signature will be obtained in the required places, on the vouchers and in the Jewel Loan Ledger. All signatures in vernacular should be translated into English. Illiterate borrowers should affix their left thumb impression on the papers. Such impressions should be described by the concerned clerk under initials. The impression should be duly attested.

### 1.1.7 Safekeeping of Jewels:

#### a) Packing:

Transparent polythene Bags are used for keeping jewels pledged in the safe. A card giving the Jewel Loan No., Name, etc. on the front side and the description of jewels on the backside is kept inside the Polythene bag.

The polythene cover into which the jewels are put in is stapled on both ends of folded top of the cover and sealed by the Jewel Appraiser leaving the space at the centre. An half inch wide Gada cloth strip or Nada is strapped over the polythene jewel cover vertically and tightly at the centre portion of the cover. The ends of the cloth strip or Nada should meet at the centre of the folded top cover. Ends of the cloth strip should be held together and stapled on which the Branch Manager and the Jewel Appraiser have to affix their lac seal. Appraiser shall affix his seal at the top and Manager at the bottom of the cover on completion of the above formalities, the bag containing the jewels shall be kept in the safe.

#### b) Joint Custody:

As and when jewel loans are arranged, the Jewel bags are to be kept inside the safe by the Branch Manager/Asst. Manager in the presence of the Joint Custodian. The safe will be under double key system and one set of keys will be with Branch Manager and the other with the Joint Custodian. The set of duplicate keys shall be kept under safe custody with a commercial Bank to be arranged by the Branch. The duplicate keys can be taken from safe custody only when the original set with the Branch Manager or Joint Custodian is lost and on specific permission from Head Office.

#### c) Strong Room:

- Wherever the strong room is located in the ground floor or in the first floor, and where there is no superstructure over the roof of the strong room, the branches are instructed to contact the House Owner and to make immediate arrangements for putting another layer of concrete atleast over the safe room (such that the total thickness of the roof shall be 12")
- Necessary expenses incurred by the House Owner may be treated as a loan and recovered in monthly instalments from the rent payable to them.
- Branches shall make necessary arrangements for proper supervision of the branches about the security during holidays. (Sundays, other Government holidays)
- Whenever consecutive holidays in a week occur, the branches shall be vigilant and shall make suitable arrangements for visiting the office every day and to ensure proper security of the strong room and other securities.

### 1.1.8 Rate of Interest:

Branches should strictly adhere to the rate of interest as communicated by H.O. from time to time.

Penal interest of 3% per annum shall be collected in addition to the interest charged on loans on the overdue principal after the expiry date.

Concessional rate of interest of 1% less than the normal rate of interest shall be allowed to Repatriate 'A' class members even without much insistence on Share Capital. The evidences like Family Card, Identity Card, Passport, etc. may be obtained from the genuine repatriates and enclosed with the Jewel Loan application before extending concessional rate of interest to the applicants.

Under all circumstances, interest for minimum period of 15 days shall be collected at the prevailing rate of interest irrespective of the amount remitted towards repayment.

### 1.1.9 Jewel Appraiser fee:

On each loan, service charges and Jewel Appraiser fees are to be collected at the time of arranging the loan according to the circular issued from time to time. At present 0.25 per cent is being collected as appraiser fee.

### 1.1.11 Action on Irregular Loans:

a) Where Interest for Two Quarters falls in arrears:

i) When interest on loan account falls in arrears for more than from quarters but there is sufficient margin between the appraised value and the balance due it is enough if a reminder is sent to the party by Ordinary post.

ii) If however, the margin is not sufficient, loan shall be recalled at any time by sending registered notice (RCB-J.114) with Acknowledgement due to the parties.

iii) As far as possible, the interest on Jewel Loan Account should be collected from the borrower in regular intervals so that the margin kept at the time of arranging the loan is maintained.

iv) Jewel Loan Overdue Register having columns shown below may be maintained for noting the names of parties to whom interest reminder notices are sent.

The register should contain the following columns:

Loan No. & Name of the Party	Amount & interest debited & not remembered	Date of sending of 1st Interest Notice	Date of sending Regd. Notice	
(1)	(2)	(3)	(4)	
Date of Acknowledgement received	Date of receipt of amount towards interest	Mode & date of publication of auction notice	Date fixed for auction remarks taken	Remarks about the result of the auction
(5)	(6)	(7)	(8)	(9)



b) Where interest is due beyond 9 months:

- i) Care should be taken to see that the interest to loan account is reimbursed early and if it is pending beyond 9 months, issue of Registered Notice is necessary.
- ii) In all cases, where the Manager is confident of recovering the amount, he may dispense with all kinds of notices. But, such cases must be reported to Head Office.

c) Classification as Overdue:

A loan is treated as overdue if interest debited for four quarters is not reimbursed and such items should be shown in the irregular advances statement. This can be done at the time of monthly balancing by noting the date from which interest is due.

In order to safeguard our interest on Jewel Loans in volatile gold price condition, the following guidelines shall be followed by the Branches:-

- Accurate assessment of value of jewels based on quality, market rate and circular instructions shall be done at the time of arranging the loan.
- Giving loans to stone embedded jewels should be avoided.
- Sufficient margin between value of jewels and loan shall be maintained at all times. For this purpose, periodical review of jewels pledged shall be taken up and value arrived at based on prevailing gold market.
- In case of insufficient margin, loanee shall be asked to replenish the deficiency immediately. In case of failure, Branch shall recall the advance even in respect of less than one year loan case also by issuing demand notice and proceed with timely auction process to realise the arrears in full. At the time of auctioning the jewels, stray cases which are found to fetch inadequate amount to loan dues may be auctioned in group with sound cases so as to avoid any loss to the bank.

1.1.12 Release of Jewels on Repayment:

- a) When the principal and interest are paid in full, the pledger's signature in the application under 'Received the jewels pledged' is obtained. This signature is compared with the specimen obtained already and to see whether the signature is genuine. The Jewel Loan Identity Card issued will also be taken back. When the signature is found to be genuine, the jewels will be delivered to the pledger.

Redemption of jewels would be permitted only after a minimum period of 15 days. However, the jewels may be redeemed within 15 days from the date of pledge of jewels on payment of interest for the minimum period of 15 days.

b) Precautions:

- i) When there is any difference in the signature attestation from a respectable person known to the bank should be insisted upon.
- ii) As far as possible, it is better to insist on the borrower to surrender the JL Identity cards issued at the time of ledge. In the case of illiterate persons, utmost care is necessary when delivering the jewels. In such cases, surrender of Cards should be insisted upon as this will help to

some extent to identify the persons. Under unavoidable circumstances, jewels can be returned by obtaining an Indemnity Bond. The Branch must make a thorough inquiry with the parties under what circumstances the jewel loan identity card is lost by them and give them sufficient time to trace out the card. Only after exhausting all the means of tracing out the card, the party may be asked to produce Indemnity Bond.(Annexure-9)

- iii) Another precaution we take in normal course, is to ask the pledger to describe the jewels pledged before they are handed over to him.
- iv) The bag containing the jewels to be delivered should be taken out of safe by the Joint Custodians and should be held safely by the Manager or the joint custodians concerned until the jewels are delivered. It is advisable to deliver the jewels immediately after they are brought out of the safe.

c) Endorsement in Ledger:

After the jewels are delivered, the Manager should endorse on the Ledger folio with date and signature, the delivery of the jewels, thus 'Jewels delivered by me' ..... (Signature and date)

d) Return of Jewels to third parties:

- i) Jewels can be returned to third parties after the loans are closed on receipt of due authorisation letter from the borrower after following the aforesaid procedure. The specimen signature of the person receiving the jewels must have been recorded in the letter of authority duly attested by the borrower.
- ii) The signature of the third party should be obtained on a Receipt stamp of the prescribed value in the respective folio of the Jewel Loan ledger wherever maintained at the time of delivery of jewels. An endorsement must also be made in the ledger by the Manager giving a reference of the authority letter of the borrower.
- iii) The letter of authority should not be acted upon by branches if the letter is produced after the death of the borrower.

e) Delivery of Jewels of Deceased Borrower:

In case of the deceased borrower, the jewels can be delivered to the legal heirs of the deceased after getting the following:

- Death Certificate of the deceased borrower
- Legal heir certificate of the deceased borrower
- No Objection Certificate from other legal Heirs
- Jewel Loan Card
- After payment of all dues in respect of the account concerned.

f) When Jewels are not delivered after closure of the Loan:

- i) Where the party has not called at the branch to receive the jewels after remitting the dues in full, an endorsement to that effect should be made in the loan folio of the ledger under the full signature of the Manager/Joint Custodian.
- ii) The particulars of such jewels should be entered in the Securities Register under the signature of the custodian and the Joint Custodian.

iii) When the borrower approaches for taking delivery of the jewels, the procedure as in the case of delivering the jewels on full payment should be followed.

g) In the event of loss of the articles pledged, the borrower shall be entitled to claim only the value as appraised and shown in the books of the bank. Should at any time, the value of articles pledged depreciates so as to impair the security of the loan, additional security shall be obtained to cover the shortfall. If the borrower fails to produce additional security, the loan shall be foreclosed and realised immediately.

#### 1.1.13 Auction of Jewels:

1. Ordinary Notice:

The branch should issue an ordinary notice (RCB-108)(Annexure-2) if the borrower does not repay the dues even after 12 months after the issue of loan.

2. Registered Notice:

If the borrower does not respond within two weeks of issue of ordinary notice, Final Registered Notice (RCB-109) (Annexure-3) with acknowledgement due is to be sent to the last known address of the borrower informing him of the proposed date and time of auction. The acknowledgement card or the registered envelope received back undelivered for any reason should be kept alongwith the loan papers.

3. Newspaper publication:

When the registered notice is returned or refused or where the notice of sale cannot be served on the borrower or on the legal heirs of the borrower (in the case of his death) in spite of sincere efforts in this regard, a sale notice (Annexure-4) is to be published in a local Newspaper having a fair circulation in the area covered by the branch about 10 days in advance of the proposed date of auction.

4. Notice to the Local Gold Merchants etc.:

a) Prior to the date of auction, the Branch must give notice to the local gold merchants, shroffs etc., to be present and bid at the auction. The signatures of the persons to whom the notice has been circulated should be obtained. The notice of such auction sale should also be displayed on the Notice Board.

b) The Notice should contain the usual terms of sale and in particular that the bid amount should be paid immediately in cash by the successful bidder.

5. Auction Yadast:

i) The bidder's name and bids will have to be noted and signatures taken for the bids made and the list should be filed properly after the auction.

ii) The auction yadast must be kept properly filed after the auction.

6. Bidding:

Auction should be conducted by approved auctioners/Legal Advisor of Bank in the presence of Branch Manager concerned in the Branch premises.

- Each loan will have to be taken up separately and respective jewels auctioned, keeping the initial bid at a figure arrived at after taking into account the prevailing price of gold.

- If the final bid is less by more than 5 to 10% of the market value, the auction should be postponed.
- In the case of auction held for the second time, if the realisation is less than 90% of the market value, the auction should again be postponed and specific instructions should be sought for from the Head Office who may consider alternate arrangements to ensure that the maximum price is realised.

7. Disposal of Auction Proceeds:

- i) After the final bid is made and accepted the amount should be collected from the successful bidder and the loan closed.
- ii) Proportionate cost of publishing the auction notice and other incidental expenses must also be recovered from the proceeds.
- iii) The balance remaining after the adjustment of the loan amount should be credited to S.B. A/c of the borrower under information to him.
- iv) When the borrower is not having his account or his account is closed before the auction, the balance amount may be kept in Sundry Creditors A/c for being paid to the borrower.

8. Delivery of Jewels to the Successful Bidder:

- i) The signature of the successful bidder must be obtained in the respective folio of the Jewel Loan ledger at the time of delivery of jewels and the Manager should endorse in the ledger with date and signature for having delivered the jewels to the successful bidder.
- ii) The Manager must make an endorsement in the JL ledger indicating that an auction has been held after due notice to the borrower and the sum of Rs..... has been realised by accepting the highest bid and the proceeds have been appropriated to the loan account and the balance of Rs..... is credited to S.B. A/c of the borrower or kept in Sundry Creditors A/c.
- iii) On completion of the auction, the details of auction shall be prepared in the format (RCB-110) (Annexure-5) and kept along the loan papers.
- iv) In case, the highest bid amount does not cover total dues, the stock may be retained for subsequent auction. The case may be taken out of computer accounts and maintained manually. Further interest need not be calculated.

9. Intimation to the Borrower:

- i) After the auction, the borrower is to be informed of the amount realised at the auction and balance, if any payable to him after appropriating the necessary amount to the loan account.
- ii) In case of shortage, the party should be called upon to pay the balance immediately.
- iii) A report of the auction held should also be sent to Head Office with full particulars.

10. Procedure to be adopted in maintenance of loan account after Auction Sale:

- i) As soon as the Jewels are returned to the successful bidder, deduct the Jewel Pocket from Jewel Stock Register. Take out such cases from computer and maintain them manually.
- ii) Further interest need not be collected.
- iii) Try to dispose of them in subsequent auction sale and to realise the arrears in full.
- iv) Send notice to the defaulter calling for the repayment of balance amount by giving 10 days notice by RPAD.
- v) Persuade introducer also to arrange for settlement of the loan account.
- vi) Take every effort by all means to collect the arrears.
- vii) Even then the loan arrears persist, file ARC, obtain Award and then file E.P. Pursue EP and recover dues.

#### **1.1.14 Jewel Overdraft:**

Jewel Overdraft (JOD) is being introduced to cater to the needs of only our regular clients engaged in trade/business with effect from 14.09.95.

The borrower may draw only the required fund for the day out of the sanctioned limit or remit the surplus fund available with them. The net balance on the close of the day is to be charged interest

#### **Regulations:**

All the regulations including appraising of jewels, one time appraiser fee, valuation, packing of jewel, safe custody, maintenance of Jewel Stock Register, auction procedure of Jewel Loan Scheme will be applicable to Jewel Overdraft.

#### **Purpose:**

To meet working capital requirement of business / trade / industry.

#### **Jewel overdraft limit:**

The Overdraft limit is sanctioned based on the value of jewels as decided for Jewel Loan subject to minimum of Rs.10,000/- and maximum of Rs.50,000/- for higher limit, Head Office's permission shall be obtained.

#### **Withdrawal / Remittance:**

Only one transaction withdrawal/remittance shall be permitted per day. The withdrawal/remittance shall be in multiple of Rs.100/- subject to a minimum of Rs.1,000/-.

#### **Rate of interest:**

The rate of interest will be 2% more than the interest rate applicable to Jewel Loan. The interest shall be debited to by passing Journal Voucher on the last date of the quarter. The Overdraft limit may be exceeded to the extent of interest debited to amount. But subsequently, the facility shall be restricted to original limit.

**Documentation:**

In addition to Jewel Loan application and D.P.N. (RCB-101), Letter of continuity (RCB-105) (Annexure-86) shall be obtained.

**Other norms:**

- Branch at its discretion, may disallow withdrawal from JOD account for want of funds. Hence, branches are not required to maintain surplus funds for the sole purpose of JOD withdrawals.
- The existing S.B. ledger sheets, S.B. pass book and S.B. withdrawal slips is used for JOD after suitable modification.
- The existing Jewel Loan applications may be used for JOD. Distinct number may be allotted for JOD.
- Separate folio in Jewel Stock Register and separate tray in Jewel Safe shall be allotted for JOD.
- Signature of the borrower shall be obtained in the instruction column of the ledger at the time of pledging the jewels. A rubber stamp shall be affixed as prescribed below in the ledger and signature of the borrower shall be obtained at the time of redemption.

"Received the jewels in good condition"

Borrower.

- Jewels may be returned only on settlement of the JOD account in full. Only one JOD limit shall be allowed to a member at a time. Second OD should not be considered during pendency of first JOD limit.
- The JOD shall be allowed only for a maximum period of one year. Branch may not entertain the JOD to the borrowers who often redeem and repledge the jewels.
- The JOD particulars shall be furnished in the Monthly Statistical Return (MSR) Under the Code 'JD'.

**1.1.15 Jewel Loan (Special) :**

For those who wants to avail Rs.275/- per gram, a Special scheme is introduced. This scheme is named as JLS (Jewel Loan Special). The term of the loan will be 6 months. Loan limit will be at the rate of Rs.275/- on net weight (with usual one/two grams deductions on net weight)

**Renewal of Jewel Loan (Special) without appraiser fee**

Loan under Jewel Loan (Special) Scheme, may be renewed after expiry of six months for a further period of six months after collecting entire interest alone upto the date of renewal. (At the time of renewal if loan limit per gram is reduced, a part of the principal shall also be collected.)

No appraiser fee for such renewal need to be collected. Appraiser is not entitled for commission for the renewal.

The existing application form and identity card will continue to be in form for renewed loan also. But, it shall be shown as new loan in computer with new number. Renewed loan shall be effected from the date of renewal.

The application form (RCB-101) and identity card (RCB-B.101) shall be corrected, new Account Number and maturity date written and authenticated by the designated officer of the bank.

The application (RCB-101) alongwith the renewal requisition Form (RCB-J.113) (Annexure-8) to be kept in new sequence. Jewel description Card (RCB-B.102) shall be corrected accordingly.

Extension of the scheme for gold bar:

We may accept 'Gold Bar' (Pure Gold 24 Ct.) also under existing Jewel loan (Special) Scheme of our bank subject to the following:

- Maximum loan limit shall not exceed 75% of Market rate of pure gold Bar (24 ct.) as on date of loan. Loan shall be repayable in 6 months period.
- Market rate of pure gold (24 ct.) may be obtained from Newspapers on a day to day basis.
- Since gold Bars are at 24 ct, no deduction need to be made.(No ignoring to be made).
- The Appraiser shall carefully satisfy about the purity of the Gold on the basis of markings and purity test.
- Interest rate, appraising and other procedures are same like JL (Special).
- These disbursements shall be categorised under existing JL (Special).
- In addition to regular procedures adopted for Jewel Loan (Special), branches shall obtain the original bill issued by notified banks for the sale of gold bar and same shall be kept under safe custody.
- Only gold bar sold by Notified Banks shall be accepted alongwith their Bill.
- The bars shall be pledged in its full shape to the bank.
- The gold bar shall not be split or broken for availing lesser loan.
- Since the gold bar do not have any distinct number, branches shall keep the bar in the plastic cover alongwith description card and original bill.

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## DEVELOPMENT LOAN

Cir. No. 20/89/BOS dt. 26.08.89  
Cir. No. 06/90/BOS dt. 30.01.90  
Cir. No. 18/90/BOS dt. 18.04.90  
Cir. No. 28/90/BOS dt. 18.06.90  
Cir. No. 35/90/BOS dt. 12.07.90  
Cir. No. 60/90/BOS dt. 27.12.98  
Cir. No. 07/91/BOS dt. 23.01.91  
Cir. No. 13/91/BOS dt. 21.02.91  
Cir. No. 23/91/BOS dt. 03.05.91  
Cir. No. 37/91/BOS dt. 04.07.91  
Cir. No. 49/91/BOS dt. 13.10.91  
Cir. No. 52/91/BOS dt. 26.10.91  
Cir. No. 17/92/BOS dt. 26.06.92  
Cir. No. 29/92/BOS dt. 05.09.92  
Cir. No. 32/92/BOS dt. 15.09.92  
Cir. No. 34/92/BOS dt. 14.10.92  
Cir. No. 40/92/BOS dt. 08.11.92  
Cir. No. 8/93/5/BOS dt.03.02.93  
Cir. No. 9/93/7/BOS dt.23.02.93  
Cir. No.13/93/10/BOS dt.24.02.93  
Cir. No.23/93/17/BOS dt.21.05.93  
Cir. No.26/93/19/BOS dt.08.06.93  
Cir. No.17/94/6/PFDS dt.25.04.94  
Cir. No.21/94/2/CMS dt.19.05.94  
Cir. No.2/95/PFDS dt. 11.01.95  
Cir. No.12/95/CMS dt. 09.03.95  
Cir. No.22/95/PFDS dt. 26.04.95  
Cir. No.24/95/PFDS dt.18.05.95  
Cir. No.54/95/PFDS dt.24.11.95  
Cir. No.63/95/PFDS dt.26.12.95  
Cir. No.7/96/2/CMS dt.17.02.96  
Cir. No.29/96/3/CMS dt.21.08.96  
Cir. No.34/96/21/PFDS dt.30.9.96  
Cir.No.37/96/24/PFDS dt.22.10.96  
Cir.No.14/97/7/PFDS dt.03.05.97  
Cir.No.23/97/1/CMS dt.04.08.97  
Cir.No.33/97/18/PFDS dt.22.10.97  
Cir.No.14/98/5/PFDD dt.18.05.98  
Cir.No.32/98/3/CMD dt.05.10.98

Cir. No.24/89/BOS dt. 01.09.89  
Cir. No.08/90/BOS dt. 31.01.90  
Cir. No.27/90/BOS dt. 13.06.90  
Cir. No.30/90/Cr. dt. 23.06.90  
Cir. No.47/90 dt. 09.10.90  
Cir. No.03/91/BOS dt. 08.01.91  
Cir. No.12/91/BOS dt. 19.02.91  
Cir. No.21/91/BOS dt. 02.05.91  
Cir. No.26/91/BOS dt. 16.05.91  
Cir. No.42/91/BOS dt. 23.08.91  
Cir. No.50/91/BOS dt. 22.10.91  
Cir. No.07/92/BOS dt. 15.02.92  
Cir. No.21/92/BOS dt. 10.07.92  
Cir. No.31/92/BOS dt. 09.09.92  
Cir. No.33/92/BOS dt. 08.10.92  
Cir. No.38/92/BOS dt. 01.11.92  
Cir. No.03/93/BOS dt. 04.01.93  
Cir. No.7/93/6/BOS dt.09.02.93  
Cir.No.10/93/8/BOS dt.23.02.93  
Cir.No.22/93/16/BOS dt.08.5.93  
Cir.No.25/93/18/BOS dt.08.6.93  
Cir.No.2/94/1/PFDS dt.23.1.94  
Cir.No.20/94/1/CMD dt.12.5.94  
Cir.No.22/94/9/PFDS dt.31.5.94  
Cir.No.6/95/CMS dt.14.2.95  
Cir.No.14/95/CMS dt.27.3.95  
Cir.No.23/95/CMS dt.16.5.95  
Cir.No.26/95/PFDS dt.02.6.95  
Cir.No.57/95/PFDS dt.14.12.95  
Cir.No.01/96/1/CMS dt.11.1.96  
Cir.No.10/96/6/PFDS dt.26.2.96  
Cir.No.33/96/20/PFDS dt.20.9.96  
Cir.No.36/96/23/PFDS dt.4.10.96  
Cir.No.39/96/25/PFDS dt.19.11.96  
Cir.No.20/97/13/PFDS dt.29.07.97  
Cir.No.30/97/17/PFDS dt.18.09.97  
Cir.No.44/97/2/CCS dt.15.12.97  
Cir.No.16/98/7/PFDD dt.26.05.98  
Cir.No.38/98/4/CMD dt.25.11.98

### 1.2.0 Whom to advance?

Development loans may be granted to borrowers for improving existing trade/business/industry/agriculture or for the starting new trade/business/industry/agriculture development.

### 1.2.1 Procedure for sanction of Loan:

1. All application for loan assistance shall be addressed to the Managing Director in prescribed format in RCB-112 (Annexure-10) for the purpose.



2. Applications for loan will be considered by the Loan sanctioning authority with reference to the viability of the scheme/project.
3. The applicant should offer adequate security for the loan.
4. The applicant should be prepared to produce the following documents wherever applicable:
  - a) A Lease Deed or a Deed showing the consent of the owner of the building/premises/land/site for the use by the applicant for his business / trade / industry.
  - b) Rent receipts
  - c) Licence for the trade/business/factory issued by the Corporation / Municipality / Panchayat.
  - d) Certificate issued under Sales Tax Act of the concerned States as applicable.
  - e) Income tax assessment details.
  - f) Sales and purchase account Register.
  - g) Vouchers issued in the name of the applicant evidencing purchase.
  - h) Any record evidencing absolute ownership of the business or trade or receipts, (profession tax) issued by the Corporation, Municipality or Panchayat.
  - i) Last three years audited financial statements.
  - j) Projected statement for the repayment period sought for.
  - k) Cash fund flow statement.
  - l) Printed balance sheet for five years.
  - m) Machinery details etc.
  - n) Loans will be secured by:
    - 1) Demand Promissory Note
    - 2) Bond
    - 3) Article of agreement
    - 4) Hypothecation of Stock in trade and machinery
    - 5) Stock-in-trade undertaking letter of the borrower.
    - 6) Mortgage Deed
    - 7) Bank guarantee
    - 8) Personal guarantee of the borrower.
    - 9) Any other document prescribed in the L.S.O.
  - o) After appraisal of the loan proposal in respect of its viability and security, loan sanction orders will be issued specifying the terms and conditions of loan sanction.
  - p) The assets and liabilities of the Surety must also accompany the Branch Inspection Report.
  - q) No Objection Certificate from their present bankers must be sent alongwith the Inspection Report.

- r) Loan will be released directly to the supplier of goods as far as possible.
- s) A follow up inspection should be made within 15 days of the release of loan amount and a report on end utilisation should be kept in the individual loan file. If the loan is to be released in instalments, before each release follow-up inspection should be conducted to ascertain satisfactory utilisation of amount already released.

### 1.2.2 Mode of extending Development Loan :

a) Eligibility:

Loans will be given to members for an income generating activity/business.

b) Limit:

The loan limit will be sanctioned depending on the requirements of the project with a margin of 5% to 25% and should not exceed 80% of the security value. Branches are also given discretionary powers for sanction of Development upto certain limit depending on the development of the branch.

c) Interest: (subject to change)

Below Rs.2.00 lakhs	17.5%
Rs.2.00 lakhs and above	18%

Concession rate of interest at 1% p.a. less than the normal rate of interest indicated above can be allowed to 'A' class repatriate members if they contribute 5% of the loan amount to Share capital. If they are unwilling to contribute such share capital, concessional rate of interest shall not be allowed.

Such Share capital contributed by the Repatriate members shall not be permitted to be withdrawn atleast for a period of two years after closure of loans.

Penal interest will be 2% p.a. will be charged on the overdue principal in respect of Development loan.

Foreclosure rate of interest shall be 3% p.a. over and above the normal rate of interest indicated above will be charged on the entire principal outstanding.

Interest will accrue from the date of disbursement of each instalment. In respect of initial moratorium period, interest will be charged for full month irrespective of the actual number of days.

Interest will be calculated for the whole month and not for part of a month, except where the interest on a previous instalment of loan has to be deducted from the next instalment at the time of disbursement.

Interest shall be paid during the moratorium period.

d) Minimum deposit:

Minimum deposit required for the Development loan is 10%-20% of the Loan amount. However, in case of loan fully secured by immoveable urban house property minimum deposit requirement may be relaxed.

e) Whenever stocks are hypothecated to the bank as security, the details of which shall be furnished by the borrower in at the time of availing the loan

alongwith other regular documents. The details of Stock held should contain the following particulars.

1. Nature of items.
2. The quantity and value of stock held (itemwise)

Further, at the time of recommending the loan application, the branches are advised to furnish in their report, the details of stock proposed to be hypothecated to the bank for the loan. The Branch may physically verify the stock hypothecated on a quarterly basis and report to Head Office in the formats RCB-155 & 156 (Annexure-21).

### 1.2.3 Security:

a) Loans will be secured by:-

- i) Mortgage of immoveable property
- ii) Hypothecation of other moveables and immoveables

- b) As far as possible only first charge on the immovable properties will be accepted as security.
- c) If any person/persons besides the applicant have any interest in the property/assets proposed to be mortgaged or pledged to the bank, the bank may ask them to join in the execution of Mortgage deed/Loan documents.
- d) Consent letter in RCB-120 (Annexure-12-vix) shall be obtained from the person if third party property is offered as security for the loan.
- e) Legal fees as levied by the Legal Advisor/Bank, and Valuation fees for valuing the property shall be borne by the borrower.

### 1.2.4 Obtaining Collateral Security:

If the applicant offers collateral security i.e. land and building for the loan, Branch Manager should send his recommendation alongwith the following particulars

- 1) Valuation Report in RCB-113 H (Annexure-13)
- 2) Relevant copies of documents/sale deeds
- 3) Patta/Approved Plan/Adangal
- 4) Family Geneology Statements
- 5) Tax paid receipts
- 6) Upto date Encumbrance Certificate for 13 years(25 years if minor involved)
- 7) Legal Opinion from the Legal Advisor about the title of the property.
- 8) Type of Mortgage

The type of mortgages accepted by the Bank as follows:

- 1) Simple Mortgage
- 2) Registered Equitable Mortgage
- 3) Unregistered equitable Mortgage

Simple Mortgage:

- 1) This is an usual Mortgage deed (RCB-117, Annexure-12-X) which shall be registered by the borrower for the loan amount.
- 2) The Original title deeds shall be kept in the Branch.

- 3) The borrower shall bear the registration expenses.
- 4) The borrower shall arrange to obtain Encumbrance Certificate after creating charge.
- 5) After full settlement of the loan, the bank shall issue a Discharge certificate in a form of receipt.

**Registered Equitable Mortgage:**

- 1) It is a mortgaged executed by way of deposit of original title deeds.
- 2) This mortgage can be executed in the format (RCB-116A) of Memorandum of deposit of title deeds.
- 3) The borrower has to register the mortgage and meet the registration expenses
- 4) Encumbrance Certificate after creating charge should be produced by the borrower.
- 5) On Clearance of loan, Discharge Certificate shall be issued by the bank.

**Unregistered equitable Mortgage:**

- 1) It is a Memorandum of deposit of original title deeds (RCB-116A)(Annexure – 12-xi) executed by the borrower before the Branch Manager.
- 2) It is not a registered one.
- 3) This mortgage is made by way of deposit of original title deeds.
- 4) Original title deeds should be deposited with the bank.
- 5) An upto date Encumbrance Certificate should be produced.

**Additional Mortgage:**

This is the mortgage by deposit of title deeds further to Simple/Registered Equitable Mortgage executed through format RCB-116B (Annexure-12-xii). In this case, the first instalment of loan shall be under Registered Mortgage and remaining additional amount under Equitable Mortgage.

**1.2.5 Scrutiny of title deeds:**

Legal opinion shall be obtained for scrutiny of title deeds for all the loans exceeding Rs.50,000/-. (Letter format to be addressed to the Lawyer seeking Legal Opinion is furnished in the Annexure).

For loan amounts less than Rs.50,000/-, Branch Manager himself shall scrutinise the title deeds on the basis of guidelines enclosed and give his opinion on the title deeds. (As per Cir.No.32/92/BOS, dated 15.9.92)

### 1.2.6 Registration of Mortgage Deeds:

Since our bank is a Multi State Cooperative Society registered under the Multi State Cooperative Societies Act, 1984, all documents registered in our favour is exempted from payment of stamp duty. A Government Order in this connection is available with the Circular No.45/91/CMD, dt.10.9.91.

Guidelines for exemption of stamp duty while registering the documents with the Sub-Registrar:

- 1) A copy of Govt. G.O.No.2179/Cooperation dt.29.6.66 shall be handed over to the member for registration purpose.
- 2) Copy of our Regn. Certificate under T.N. State Co-op. Societies Act of 53/61 of 1961 shall be handed over to the member at the time of registration.(available in first page of bye laws.)
- 3) The membership No. and the transactions between the member and the society shall be enlightened in a covering letter.
- 4) If any objection arises, a copy of this verdict shall be produced to the concerned Sub-Registrar by the Branch Heads to avail the exemption for payment of stamp duty by the member.

Where difficulties experienced in registering the deeds without stamp duty, despite the above efforts, the Branches may adopt one of the following procedures:-

- 1) Registration of (RCB-116A) "Memorandum of deposit of title deeds" :

For the first instalment RCB-116A shall be obtained and registered. Registration fee of 1% of loan amount with reduced stamp duty at fixed rate will be levied for registration of "Memorandum of deposit of title deeds". As the stamp duty is negligible, concession need not be sought for/claimed. For subsequent instalments and additional amounts, alongwith registration of RCB-116A, RCB-116B shall also be obtained. In RCB-116A & 116B, the words "Mortgaged by" shall be substituted by words "Memorandum of" deposit of title deeds and duly authenticated by the executants.

- 2) Additional Mortgage (RCB-116B) preceded by simple mortgage

- i) First instalment of loan amount shall be Rs.5,000/- or more as per the Loan Sanction Order, the Mortgage Deed registration shall be done in Form RCB-117 for the first instalment alone.
- ii) On receipt of the Mortgage Deed duly registered for Rs.5,000/- or above alongwith the Encumbrance Certificate with charge in favour of bank, first instalment shall be released.
- iii) Subsequent instalments can be released on execution of RCB-116B as per the Loan Sanction Order.

### 1.2.7 Insurance:

The applicant will be required to take a comprehensive insurance policy insuring the securities offered against fire, flood or any other natural calamities or civil commotion risks, burglary, etc and assign the policy in favour of the bank.

Insurance policy must be renewed annually and the premium receipt for the renewal/cover note must be produced before the bank for perusal, till the loan is completely discharged. Branches can arrange insurance cover/policy with effect from 16.08.97

For Loans disbursed Rs.2.00 lakhs and above, Branches can permit the borrowers themselves to take insurance coverage.

For Loans disbursed below Rs.2.00 lakhs, branches can arrange insurance cover/policy with one of the reputed insurance companies.

While taking insurance cover by the Branches/Borrowers the following precautions will have to be taken:

- a) Insurance coverage has been taken with effect from the date of disbursement of loan.
- b) There should not be any delay in making payments to the insurance company and in obtaining insurance policy.
- c) When the borrowers themselves permitted to take insurance cover, branches should release the loan only after obtaining the insurance policy with Bank Clause or evidence for having taken insurance policy.
- d) Branches should send a monthly report on insurance coverage taken alongwith M.S.R. every month in the enclosed format (Annexure-31).
- e) Branches should make available the records upto date for verification by Head Office Official at the time of Inspection. Branches are also advised to exercise much caution on taking insurance coverage as delay or omission in making premium payment to the insurance company will jeopardise the security for our loan as well interest of the bank.

#### **1.2.8 Appropriation of monthly repayment dues:**

- 1) When a borrower from whom loan is due pays any sum on the loan amount, it will be appropriated in the following order:
  - a) Firstly, 'other dues' like fees, fines, postal and registration and other miscellaneous charges due by the loanee.
  - b) Secondly, to Penalty Interest
  - c) Thirdly, to Penal Interest
  - d) Fourthly, to Interest
  - e) Finally to Principal.
- 2) When payments made by Cheques/Demand drafts, it will be appropriated to concerned loan account only from the date of realisation of cheque by the bank.

#### **1.2.9 Period of Repayment of Loan:**

- 1) Repayment period shall not exceed 36 to 60 months.
- 2) A moratorium on repayment of principal of two/three months shall be given.
- 3) The period of repayment of loan, mode and amount to be repaid shall be fixed by the loan sanctioning authority at the time of sanction of loan. Repayment if necessitated shall be done only by Head Office. It shall not be done at Branch level under any circumstance even if the loan was sanctioned under discretionary powers.

- 4) Repayment shall be by way of monthly/quarterly/half yearly/yearly instalments and the amount to be repaid shall be fixed by the loan sanctioning authority.
- 5) The first monthly due for repayment of the loan after the initial period of moratorium will be calculated on the amounts actually disbursed with the moratorium period. When the subsequent instalment is disbursed, the monthly due for repayment will be revised for the remaining period of loan. In special cases involving erection of machinery, construction of building, etc. the Loan Sanctioning Authority will be competent to decide on the date of the first monthly due for repayment taking into consideration the actual commissioning of the project etc. In such cases, interest demand alone will be raised till the first monthly due for repayment of loan becomes due.

#### 1.2.10 Preparation of Monthly D.C.B.:

Demand on loans shall be raised monthly and Demand Collection Balance (DCB) Statement shall be prepared on monthly basis.

##### D.C.B. Statement Part 'A' & Part 'B':

Monthly D.C.B. will contain two parts (i.e.) Part 'A' (abstract of all loans) and quarterly Part 'B' (particulars of individual overdue account of Devt. loan) shall be prepared and sent so as to reach Head Office on or before 7th of succeeding month. In Part 'B' Statement, an additional column i.e. "Overdue from" indicating the date from which the loan account remains overdue shall be added.

##### Due Date of Instalment:

Instalment in respect of Development loan (Principal and interest) would be due on the last day of the respective month, if the loan is disbursed on or before 5th of a month and on the last day of succeeding month in case the disbursement is made after 5th of a month. In such cases, interest for broken period shall be collected before or at end of the month.

##### Demand and Appropriation of collection:

- 1) Demand shall be raised in the month in which instalment due falls.
- 2) Demand means instalment due for the reporting month + overdue upto the previous month.
- 3) The figures given in D.C.B. Statement shall be cumulative demand and collection from April to March every year.

Classification (column 1) - categorywise classification of loans should be made.

No. of accounts (column 2) - No. of accounts shall include only the loan outstanding.

Demand (column 3,4,5,6) - This column is divided into three sub-columns viz. Principal, Interest, Penal Interest and Penalty. Demand includes both 'arrear demand' as well as 'current demand'.

- Arrear demand indicates the amount that has fallen due upto the end of previous month during the current financial year.
- Current demand indicates the amount that has fallen due during the month for which DCB is compiled.

Demand = Arrear demand + current demand

**Collections (column 7,8,9,10) - Collections will also be a cumulative figure indicating total collection made from 1st April onwards during the current year.**

**Advance collection (column 11) - Repayments received prior to due dates shall be shown under advance collection. However, the loan is settled in full before the due date, the demand shall be raised correspondingly and actual repayment shown under collection column and there shall not be any advance collection.**

**Balance Overdue (columns 12,13,14,15) Balance overdue = Demand - (Collection + Advance Collection)**

**Principal Outstanding (Column 16) - It includes the balance principal outstanding in respect of loans in force. It shall not include any closed account.**

#### **1.2.11 Overdue instalments:**

- 1) If a loanee fails to pay the monthly instalment on or before the 31st of every month, the concerned monthly instalment will be deemed to be an overdue instalment.
- 2) Penal interest will be charged 2% p.a. on the principal overdue.
- 3) Penal interest will be calculated for the whole month and not for part of a month.  
If the loan account is not fully cleared by the borrower even after the expiry of repayment period, then penal interest at 3% p.a. over and above the normal rate of interest on the overdue principal shall be charged from the date of expiry of the repayment period. (Cir.57/95/28/PFDS, dt.14.12.95)
- 4) Penalty at normal rate of interest shall be charged on the daily product basis if the interest becomes overdue.
- 5) Where postponement of repayment is sanctioned by Head Office, the interest charged will be the normal rate of interest and no penal interest will be levied.

#### **1.2.12 Recovery of Development loan:**

- 1) When a loan account becomes overdue, a recovery visit should be undertaken to pursue collection. If there is no response and over instalments become overdue, an ordinary notice (Reminder I) in Form No.RCB-126 can be issued to the borrower asking to clear the overdues within 15 days from the date of issue of Notice.
- 2) If there is no response from the borrower within 15 days of issue of Reminder I, a Registered Notice (Reminder II) in Form No.127 has to be issued to both borrower and Surety asking him to clear the overdues immediately without further delay. The Branch shall await the response of the party for 15 days from the date of issue of Notice (Reminder I).

After the issue of Reminder-II, the Branch must contact the party and pursue recovery of overdue amount. If the overdues persist inspite of best efforts taken by the branch, Branch must take action for the foreclosure of the loan after adjusting deposit lien marked.

- 3) The Branch shall issue foreclosure Notice (Reminder III) in Form No.128 has to be issued to both the borrower and surety by the Branch intimating that the entire loan outstanding with interest as applicable for foreclosure of loan will be charged besides legal action if the borrower fails to repay the entire overdues within the stipulated time.



- 4) If there is no response from the borrower, a detailed report about the loan case has to be sent to H.O. for filing of ARC before CSR (A & E).
- 5) All the notices are to be issued in typed form in the Branch letterhead. The branch should not use cyclostyled forms for sending notices.
- 6) The Notice charges has to be debited to the loan account on the same day of issue of Reminder Notice. It is a proof of having issued notice to the party.
- 7) Wherever the overdues is more than Rs.25,000/-, a copy of the Notice should be marked to H.O. for information.
- 8) The Branch Manager shall also insist the party to give in writing about their repayment programme to clear the overdues. This will serve as an acknowledgement of debt.
- 9) The copies of Reminder Notices sent and any correspondence with the party reports on recovery visit should be filed in the concerned individual loan account file.

#### **1.2.13 Foreclosure of Loan:**

- 1) The Loan Sanctioning Authority will be at liberty to foreclose the loan in any one of the following circumstances and take such action as deemed fit and necessary depending on the circumstances of each case.
  - a) If the borrower is in default of payment of monthly instalments for a period exceeding 3 months.
  - b) If it is found that the loanee has misutilised the loan taken from the bank.
  - c) If it comes to the knowledge of the Bank, the loan has been obtained by misrepresentation of facts or mis-demeanour or fraud or by any irregular practice.
  - d) If the borrower, borrows elsewhere by remortgaging the property or in any way alienates the right over the property already mortgaged to the bank without the prior permission of the loan sanctioning authority.
  - e) If the security of the loan is found at any time to be inadequate and the loanee fails to furnish additional security to the satisfaction of the loan sanctioning authority.
  - f) In the event of violation of any term or condition laid down by the loan sanctioning authority in the loan sanction order.
- 2) When the loan account is foreclosed, the bank shall put the borrower to notice before such foreclosure.
- 3) The borrower shall be charged interest at 3% over and above the normal rate of interest.

#### **4) Decreed (Award) Cases:**

The Branch should pass J.V. debiting decreed amount for the decreed cases which amount includes Principal + Interest + Other cost and crediting loan Principal + Interest and other charges.

#### 1.2.14 Monthly Statistical Return:

Monthly Statistical Return (MSR) shall be sent by the Branches to Head Office every month. It reveals the deposit and credit position of the branches in a particular month. (Annexure)

- a. Statement on credit.
- b. Statement on Loan disbursed under discretionary powers.
- c. Monthly report on Development loans disbursed to borrowers and insurance cover taken for the month.

#### 1.2.15 R.C.B. Numbers:

- RCB 120 - Consent letter from third party mortgagor for offering his property(Annexure-12-vix)
- RCB 116A - Unregistered Equitable Mortgage: Mortgage by deposit of title deeds if entire loan amount is secured by unregistered equitable mortgage.(Annexure-12-xi)
- Registered equitable mortgage:  
In the case of Registered Equitable Mortgage, the Memorandum will be registered with the Registration Authority.
- RCB 117 - Used for Simple Registered Mortgage (Annexure 12-X)
- RCB 116B - Used for additional mortgage by way of equitable mortgage.(Annexure-12-xii)
- RCB 125 - Demand Notice (Annexure-23)
- RCB 126 - Reminder notice I for Development Loan (Annexure-24)
- RCB 127 - Reminder notice II for Developement loan (Annexure-25)
- RCB 128 - Foreclosure Notice for Development Loan (Annexure-26)
- RCB 181 - Acknowledgement of Debt by borrower and Surety (Annexure-27)
- RCB 182 - Acknowledgement of debt by Legal heirs of the deceased. (Annexure-27)
- RCB 183 - Declaration of Hypothecated Stock (Annexure-2-V)
- RCB 122 - End Utilisation Certificate (Annexure-16)
- RCB 152 - To be executed by all the partners jointly in case of unregistered Partnership firm. (Annexure-12-vii)
- RCB 153 - To be executed by all the partners jointly in case of registered partnership firm. (Annexure-12-viii)

If the borrower is a partnership firm in order to fix the liability among the partners jointly or severally, the partners may be asked to sign RCB 152 or 153 as the case may be (Cir.No.18/92/BOS dt.01.07.92).

The above form should be signed by the partners in their individual capacity. In the case of power of attorney holders, the forms should be signed by them in the capacity of power of attorney holder. Partnership seal/common rubber stamp should not be affixed in the document.

All the parties should join in the execution of documents irrespective of the operating clause in the partnership deed.

**RCB 160 - Credit Information Report**

**1.2.16 Charges:**

**a. Service Charges:**

Service charges of 0.5% of the loan amount shall be remitted by the borrower before release of loan with effect from 01.06.94 as per Cir.No.22/94/9/PFDS, dt.31.05.94.

As per Cir.No.37/96/24/PFDS, dated 22.10.96, the Service Charges has been named as Evaluation fees.

Evaluation fee of 0.5% of the loan amount shall be remitted by the borrower before release of loan.

Minimum Evaluation fee - Rs.50/-  
Maximum Evaluation fee - Rs.5,000/-

Of the above amount, 50% (or Rs.500/- whichever is less) should be collected at the time of acceptance of application itself and the same is not refundable.

**b. Valuation fees:  
(Valuation of land and building)**

Loans less than Rs.1.00 lakh	Rs.150/- or actual fee paid to approved valuer
Loans of Rs.1.00 lakh & above	Rs.250/- whichever is higher.

**c. Legal fee:**

The branches are permitted to collect Legal fee from upto Rs.750/- from the applicant based on the following criteria:-

- 1) Loan amount to be sanctioned
- 2) Depending upon the work involved in scrutiny of documents i.e. (No. of documents)

**d. Inspection Charges:**

Whenever periodical followup/recovery inspections are made to the business premises of the Loanees, the following charges shall be debited per visit to loan account under advice to party. The amount collected must be credited to Miscellaneous Income A/c.

- 1) If the business premises is less than 5 Kms. - no charge to be collected.
- 2) If the business premises is more than 5 Kms. - actual charge may be collected.

**1.2.17 Second and Subsequent Loans:**

A member may be sanctioned a second or subsequent loans after he has repaid the previous loan fully and after the expiry of 6 months from the date of disbursement of such previous loan.

**1.2.18 Mode of Disbursements:**

- 1) Loan amount will be disbursed in instalments as considered necessary by way of cheques.

- 2) Where the loan is proposed to be disbursed in instalments, second or subsequent instalments will be disbursed only after verification of the proper utilisation of the earlier instalments of the loan disbursed. The amount of interest accruing on the previous instalment shall be deducted from next instalment at the time of the disbursement, in case of any default.
- 3) The loan sanctioning authority shall be competent at any time to decide that the instalments already disbursed shall constitute final disbursement of loan and to fix the dates and amount of repayment. In such cases, the loan shall be deemed to have been restricted on the date on which the last instalment of loan was disbursed.
- 4) In the disbursement of loans, the loan sanctioning authority shall be competent to make payment to the suppliers/vendors direct for the purchase of machinery or stock in trade.

#### 1.2.19 General:

- 1) The bank is at liberty in addition to legal action against the defaulting borrower to set off his loan account by any amount due to the borrower from the bank.
- 2) The decision of the bank is final on all matters concerning framing of rules, regulations, interpretations etc., whether in any individual loan case or generally.
- 3) The bank may at its discretion refuse to grant any loan in any case or sanction a loan for an amount less than the amount applied for.
- 4) The loan regulations are subject to changes/modifications from time to time by the Board of Directors without prior notice.

#### 1.2.20 Credit Information Report:

It is a common courtesy to share credit information among fellow-bankers regarding a customer. Furnishing information about the customer:

- information shall be furnished only with regard to customer and it should be precise and well weighed and no more than his general position.
- such information may be furnished against specific written request only to fellow bankers and to public sector financial institutions and no one else.
- Information can be furnished to the enquiring banks whether they have any branch or not in the concerned town/city where the customer is situated.
- If any enquiries are received with regard to any individual firm or company who is not our constituent the bank making the enquiry may be informed that we are unable to furnish any information as the party has no dealing with us.

Estimated worth or means is to be denoted in following terms:

a. Very small means	10,000/- or less
b. Small means	10,000/- to 25,000/-
c. Moderate means	25,000/- to 50,000/-
d. Moderate to fair means	50,000/- to 1.00 lakh
e. Fair means	1.00 lakh to 2.00 lakhs
f. Fairly good means	2.00 lakhs to 3.00 lakhs
g. Fairly good to good means	3.00 lakhs to 5.00 lakhs
h. Good means	5.00 lakhs to 10.00 lakhs

i. Very good means	10.00 lakhs to 25.00 lakhs
j. Large means	25.00 lakhs to 50.00 lakhs
k. Very large means	Over 50.00 lakhs

Furnishing information to other bankers shall be submitted in the prescribed format in RCB 160 - Credit Information Report. (Annexure-15)

While seeking opinion of other bankers, they may be persuaded to send in the same format prescribed in RCB - 160.

**1.2.21 Common discrepancies to be avoided by Branches while recommending the proposal:**

- 1) The appraisal report is sketchy and several columns in the recommended format are not filled up with adequate information.
- 2) Details of Deposit accounts held by the applicants with the outstanding balance as on the date of the report are not furnished.
- 3) Details such as No., date of issue, validity period of licence/TNGST registration are not furnished.
- 4) While recommending the credit proposal, it is essential that need for the credit, purpose for which loan amount is proposed to be utilised, justification for the credit needs etc., will have to be looked into.
- 5) Repaying Capacity of the applicant shall be justified with business sales turnover and profit.
- 6) In case of Rented building, the rental agreement should be in force atleast for the entire loan period.
- 7) Distance of unit from the Branch is not indicated. Branches should entertain the proposals only from units located very close to the branch, i.e. 15 kms radius.
- 8) In the appraisal report, it should be indicated that whether the borrower is a Repatriate or Non-Repatriate.
- 9) N.O.S.B. details and Loan availed details in 11(e) and 14 of the Loan application should be filled up without fail.
- 10) Evidence for carrying on the business shall be enclosed such as licence and Rental agreement shall be enclosed alongwith the proposal.
- 11) Branches shall send the proposals of the applicant after regular contribution of Daily Deposit for at least 3 months.
- 12) Surety's particulars such as business/employed, turnover/salary earned, creditworthiness of the Surety shall be furnished by the Branch without fail.
- 13) Branches should not entertain the proposals for the persons who are not having repaying capacity even if they offer high value land and building as security.
- 14) Over estimation of the Property Valuation in RCB-113-H should be avoided by the Branch.
- 15) School property, Slum Clearance Property, Minor property, Trust property, leasehold right property should not be taken as security for the loan.

- 16) Loan on the basis of House Card issued by the Government for the Repatriates should be avoided.
- 17) Three years audited Statements should be enclosed alongwith the application for higher limits.
- 18) Proposals for aged persons should be discouraged.
- 19) Loan proposals with risk exceeding Rs.25,000/- should be invariably be secured by Collateral Security.
- 20) Before opening a D.D./N.O.S.B. A/c, the bank official should undertake a preliminary appraisal of the suitability of the case by looking into the type of business, ownership of business premises, availability of licence, etc. Only after satisfying all these basic norms one can be permitted to open an account for daily remittances in anticipation of credit facility at a later date.
- 21) Instances of remitting lumpsum amount of few thousand rupees on a single day making oneself eligible for higher loan amount have been observed. This practice should be stopped forthwith.
- 22) Mere deposition of heavy deposit balance in daily deposit accounts will not automatically entitle a person for enhanced limit.

#### **1.2.22 Expansion of functional areas of branches:**

Branches can extend Daily Deposit Schemes within the radius of 15 K.M.s from the branch. The loan proposals are entertained only within these areas.

- As far as possible, selected pocket areas in contiguous areas where minimum of 25 D.D. A/Cs are possible may be taken up within 15 kms. radius.
- Interior areas do not have access/approach to main roads should be avoided.

The above criterion is however subject to Branch capacity for regular monitoring and supervision.

#### **1.2.23 Branch Certificate of Securities:**

After getting the acceptance of the Loan Sanction Order from the party, the Branch should prepare the documents at their end and get them executed. The executed documents set should be transmitted to Head Office with a Branch Certificate of Securities (B.C.S.) certifying the fulfillment of all the terms and conditions of Loan Sanction Order. The Branch Certificate of Securities should be submitted within 7 days from the date of release of loan without fail.

Branches shall retain original documents and connected records at their safe custody for all loans in Branch itself. Branches shall submit only B.C.S. All loan documents and original title documents with connected papers shall be put in plastic docket, clearly indexed and carefully kept under joint custody. Security papers shall not be left in loan files.

Branches shall issue Discharge Receipt and letter to Sub-Registrar and return the documents in respect of cases whenever registered mortgage is created and loans are fully repaid. Draft Discharge Receipt and the letter are available in the Cir.No.20/94/1/CMD, dated 12.05.94. (annexure-28)

In case of A.R.C. filed cases, after closure of loan, Discharge Certificate shall be issued by Head Office only.

#### **1.2.24 Follow-up Reports:**

Branches shall submit follow-up inspection reports in respect of the outstanding loan cases in the prescribed format as per Cir.No.23/96/13/PFDS, dated 5.8.96.(vide Annexure-16,18 & 19).

#### **1.2.25 Follow up/Inspection to ascertain End utilisation:**

Branches may paste a blank report format on the cover sheet of the individual loan files and all visits and outcome can be recorded with the initials of Inspecting Officer.(Format is enclosed in Cir.23/93/17/BOS dt.21.05.93).

To facilitate the branches to record the first follow up inspection to verify utilisation of loan amount within 15 days of disbursement of loan, a follow-up inspection report has been devised(RCB 122) (vide Annexure-16). In case of Head Office sanctions, copy of report shall be sent to H.O.

#### **1.2.26 Work Diary:**

Branches are further advised to maintain a Work Diary in the format given on Cir.44/97/2/CCS, dt.15.12.97, w.e.f. 01.01.98 without fail. All follow up/recovery visits of the Branch Manager should be unfailingly recorded in the Work Diary. Head Office will call for the extract of Diary maintained by the Branch Managers at any time for any particular month for verification. (Annexure-20)

#### **1.2.27 Loan Application Register:**

Branches have been instructed to maintain a Loan Application Register with specific columns to have a close follow-up of the loan applications. (Annexure-35)

- 1) Branches should maintain Loan Application Register in the prescribed format with upto date entries.
- 2) All the loan applications should be entered in the Loan Application Register on the same day of receipt of applications.
- 3) L.A.No. should be entered in the top of the loan application immediately. No loan application at Head Office will be processed without Branch L.A.No.
- 4) Loan applications after proper appraisal should be forwarded to Head Office with recommendations within 3 days from the date of receipt of Loan application.
- 5) If the loan application could not be submitted to Head Office within 3 days, branch should explain the reasons for the delay alongwith the proposals.
- 6) All columns in the loan application and the appraisal report should be filled in properly before sending the proposal to Head Office.

To have effective monitoring, Branch Manager may maintain the Loan Application Register personally.

#### **1.2.28 Loan Ledgers:**

Branches shall maintain loan ledgers in respect of all development loans under diversification programme. Branches shall open ledger sheets for all fresh loans from the date of disbursement.

### **1.2.29 Individual Loan Files:**

The branches must obtain loan application alongwith the enclosures in duplicate and send first copy to Head Office retaining duplicate in the branch. Inspection cum Appraisal report copy should also be retained at the Branch. Copy of loan documents (not originals) follow up/recovery visits reports, correspondence in respect of the loan, stock statements, extracts of audit/inspection convenents with rectifications etc., shall be filed in individual loan file. This file shall give upto date complete history of loan account at any given point of time.

### **1.2.30 D.P.N. Time Limitation Register:**

Demand Promissory Note (DPN) executed by the borrowers will become invalid after expiry of three years from the date of execution of documents or from the date of last remittance whichever is later. No legal proceedings can be initiated for recovery of loan with the expired D.P.N. If the borrower acknowledges the debt a fresh period of limitation starts from the date of acknowledgement. As soon as a loan is disbursed, the date of disbursement should be noted in a separate register called 'DPN Time Limitation Register'. The date on which the document get time barred (3 years from the date of disbursement) should also be noted in the register.

Branches shall duly obtain acknowledgement of debt from all the parties to the loan transaction well in advance i.e. at least six months before the expiry of the period of limitation. The acknowledgement of debt shall be kept attached to Pro Note.

- Even if the loan repayment is fixed beyond 36 months, the acknowledgement of debt is to be obtained from the borrowers.
- The acknowledgement of debt must be obtained in writing signed by the party against whom the liability is sought to be enforced (or by his duly authorised attorney/agent) across requisite revenue stamp, before the expiry of the period of limitation.
- The acknowledgement of debt should also be dated to prove the date of its execution.
- In the case of a Joint or partnership account, all the persons who are liable jointly (including coobligants/Guarantors) and also partners individually should sign the acknowledgement of debt.
- When several persons are liable to pay a debt, payment of acknowledgement by one of them does not extend the period of limitation against others.
- When the borrower is deceased, Acknowledgement of Debt is to be obtained from all the Legal heirs of the deceased.

The specimen format (RCB-126 & 127) of Acknowledgement of debt is enclosed.(Annexure-27)

### **1.2.31 Security Register:**

Security Register shall be maintained by the Branch. This Register will contain particulars of immovable properties taken and collateral security for the loans disbursed under diversification programme. (Format is enclosed in Cir.No.13/93/10/BOS dt.24.02.93) (vide Annexure-36).

Branches shall retain all original documents and connected records at their safe custody for all loans. They need not send the original documents to Head Office. All loan



documents and original title deeds with connected records shall be kept in plastic docket, clearly indexed and carefully kept under joint custody in the safe. Security papers should not be kept in loan files.

Branches shall issue Discharge Receipt and letter to Sub Registrar after full settlement of dues and return the documents in respect of cases whenever registered mortgage is created. (Format in the Annexure-29).

In case of ARC filed cases, after closure of loan, Discharge Certificate shall be issued by Head Office only.

#### 1.2.32 Delegation of Powers:

As per Cir.No.32/98/3/CMD, dated 05.10.98, certain Branch Managers have been given discretionary powers to sanction loans.

For instance, if the per party limit is Rs.50,000/-, it shall include all existing loans under different types of schemes except Jewel Loan scheme. When a loan is outstanding in the name of the borrower, no additional/second loan can be considered even if the outstanding balance is less than the sanctioned limit. Proposals for further loans should be forwarded to Head Office.

Fresh	Renewal	
Rs.75,000/-	Rs.75,000/-	T.Nagar, Tiruchy, Madurai, Vyasarpadi, Tanjore, Pallavaram, Padi, Adyar.
Rs.50,000/-	Rs.50,000/-	Coimbatore, G.T., Salem, Namakkal, Bangalore, Tirunelveli Coonoor, Punalur, Vijayawada, Vellore, Pondicherry.
Rs.25,000/-	Rs.25,000/-	Trivandrum.
Rs.25,000/-	--	Valparai, Red Hills, Vizag.
Rs.10,000/-	--	Mangalore.

- Strictly as per regulations. Even if a minor deviation is necessitated, it shall be referred to Head Office before sanction.

Renewals should be permitted only to those who have repaid the earlier loans regularly.

- Loan limit in respect of Development Loan shall not exceed 3 times of deposit balance. Minimum balance should be maintained till the closure of loan. Balance uncovered loan portion should be secured by hypothecation of goods/vehicle/machinery or immovable property.

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## HIRE PURCHASE FINANCE

Cir.No.43/94/21/PFDS, dt.21.12.94    Cir.No.8/95/5/PFDS, dt.21.02.95  
Cir.No.22/95/10/PFDS, dt.26.04.95    Cir.No.22/96/12/PFDS,dt.11.06.96  
Cir.No.34/96/21/PFDS, dt.30.09.96    Cir.No.43/96/28/PFDS,dt.28.12.96  
Cir.No.20/97/13/PFDS, dt.29.07.97    Cir.No.14/98/5/PFDD, dt.18.05.98  
Cir.No.11/99/PFDS, dt. 16.03.99

### 1.3.0 Assets to be financed

Hire Purchase Finance (HPF) can be extended on any tangible asset carrying under the definition of goods as given in the Sale of Goods Act. In the HPF, the asset financed itself is the security (besides collaterals) for the bank. So, the asset should be :-

1. Readily marketable
2. Easily transferable and
3. Easily ascertainable in monetary terms.

### 1.3.1.Areas of financing

The scheme is extended for purchase of

- i) Two wheelers
- ii) Cars and
- iii) Consumer durables

### 1.3.2.Relationship

The relationship between our Bank (Financier) and customer (Beneficiary) will be Financier and Hirer.

### 1.3.3 Schemes

The Hire Purchase Finance is granted under the following three schemes:-

- a. Margin Money Scheme ('A' Scheme)
- b. Deposit Scheme ('B' Scheme)
- c. Diminishing Balance Method ('C' Scheme)

#### a. Margin Money Scheme ('A' Scheme)

The bank will finance upto a maximum of 75% of the value of the item to be purchased and 25% of the cost of the asset shall be paid as Margin Money by the applicant.

Margin money is reduced to 20% from 25% for Car Finance. Margin can further be reduced for Car Finance if security of high value immovable urban property is forthcoming. However, a minimum of 15% shall be insisted upon.

**Rate of Interest(Subject to change)**

Repayment period	'A' Scheme Flat Rate
One year	9.0%
Two years	9.5%
Three years	10.0%

**b. Deposit Scheme ('B' Scheme)**

The bank shall finance for 100% of the cost of the asset subject to remittance of 25% of the cost of the asset under our deposit schemes by the depositor.

**Rate of interest(Subject to change)**

Repayment period	'B' Scheme Flat Rate
One year	8.0%
Two years	8.5%
Three years	9.0%

**Concessional rate of interest**

For HPF 'A' & 'B' Schemes, concessional rate of interest at 0.5% p.a. less than the normal rate of interest indicated above can be allowed to 'A' class Repatriate members if they contribute 5% of loan amount as Share Capital. If they are unwilling to contribute such share capital, concessional rate of interest shall not be allowed.

Such share capital contributed by the repatriate members shall not be permitted to be withdrawn atleast for a period of two years after closure of the loan.

**C. Diminishing Balance Scheme ('C' Scheme)**

Under this scheme, the bank will finance for 100% of the cost of the asset. The applicant has to remit 15% of the cost of the asset under our deposit schemes.

However, in case of loan fully secured by immovable urban house property, minimum deposit requirement may be relaxed.

**Rate of interest(Subject to change):**

Repayment period	'C' Scheme D.B.M.
One year	*
Two years	* 18%
Three years	*

**Appropriation of Monthly Instalments:**

Raising of demand and appropriation of instalments is same as Development Loan.

**1.3.4 Delegation of Powers:**

The following branches have been given discretionary powers to sanction Hire Purchase Finance:-

Branches	Loan Amount	
	Fresh Rs.	Renewal Rs.
T.Nagar, Trichy, Madurai, Vyasarpadi, Tanjore, Pallavaram, Padi, Adayar.	50,000/-	50,000/-
George Town, Coimbatore, Salem, Namakkal, Coonoor, Punalur, Vijayawada, Vellore, Bangalore, Tirunelveli, Pondicherry, Trivandrum.	25,000/-	25,000/-
Valparai, Redhills, Vizag, Mangalore.	No discretionary powers.	

The above discretionary powers is only for purchase of two wheeler/machinery to those who has no other liability and assured income or gross salary not less than Rs.5,000/- p.m. H.P.F. for consumer durables should be discouraged. In genuine cases, proposal for consumer durables shall be submitted to Head Office on selective basis for sanction. Branches should exercise utmost caution while entertaining HP proposals and consider only the best of the cases.

### 1.3.5 Service Charges

For 'A' and 'B' Scheme, the service charges will be 1% of the loan amount.

For 'C' Scheme, the service charges will be 0.5% of the loan amount.

### 1.3.6 Collection of E.M.I.

In respect of 'A' and 'B' Scheme, the first instalment shall be collected on the date of disbursement itself.

### 1.3.7 Additional Finance Charges

Additional Financial Charges will be 18% for Scheme 'A' and 16% for Scheme 'B'. For Scheme 'C', the additional financial charges will be 20%.

### 1.3.8 Premature closure of loan (For Scheme 'A' & 'B')

No commitment charges need to be collected for premature closure. Instead, all the previous instalments collected already are to be appropriated under Diminishing Balance Method (daily product) at the interest rates applicable to the scheme. After appropriation of the instalments under revised calculation, balance amount outstanding in the loan account to be collected in full.

Finance Charges for Premature closure:

Scheme	Rate of interest (D.B.M).
'A'	18%
'B'	16%

- Additional Finance charges (penalty) already collected shall not be reappropriated. This is a penalty for the borrower for his delayed payment.

- Additional Finance Charges due as on the date of premature closure shall also be collected.

### **1.3.9 Selection of customers**

Utmost care has to be taken in selecting prospective customers. In general, advances shall not be granted for tourist vehicles as it will be difficult to ascertain its whereabouts at any given point of time. Loan can be considered for 'own-use' items/vehicles by Professionals/Entrepreneurs/good companies, etc. who will operate the vehicle within a specified area or instal the Office Equipments/consumer durables in their office premises or residence.

### **1.3.10 Tax benefits**

The Hirer shall derive several tax benefits under this scheme. The Hirer does not incur any capital expenditure but acquires the asset. The asset is in the name of the Financier. But, the Hirer can claim 25% depreciation in his account. The Hirer can also show the financial charges (hire charges etc.) as expenditure in his account.

### **1.3.11 Entertaining proposals:**

Branches shall entertain the proposals under this scheme and forward the proposals to Head Office alongwith the following particulars:-

- i) Application Form in RCB-112
- ii) Salary Certificate/evidence of income
- iii) Latest quotation/Invoice
- iv) Manager's Appraisal Report in Form No. RCB-112.

### **1.3.12 Regulations governing Hire Purchase Finance Scheme**

The finance will be provided for purchase of new vehicles. Our bank will be called as owner and purchaser will be called as Hirer.

#### **i. Eligibility**

- a. Applicant should be a member of the bank
- b. He should be a depositor with the bank or should have previous dealings with the bank.
- c. He should have regular monthly income either from employment, profession or business for which he has to show any evidence.

#### **ii. Purpose**

Finance will be provided for purchase of new vehicles such as:-

- Two wheelers
- Three wheelers
- Four wheelers (light vehicles)

#### **iii. Loan Amount**

Loan amount may vary depending upon the schemes.

#### **iv. Repayment Period**

The term of finance will be 12 to 36 months.

**v. Rate of interest**

The rate of interest will be charged depending upon the scheme (A, B or C).

**vi. Security**

a) The loan shall be secured by the hypothecation of vehicle in favour of our bank.

b) A creditworthy Surety acceptable to the bank shall be produced.

**vii. Documentation**

The applicant shall sign the following documents under the Scheme:-

a) Proposal Form (Annexure – 37)

b) H.P. agreement (Annexure – 40)

c) Letter to supplier of vehicle

d) Acknowledgement of delivery (RCB 1/HP) (Annexure – 41)

e) Undertaking letter to keep the vehicle insured (RCB 2/HP) (Annexure – 42)

f) Letter to Insurance Company (RCB 3/HP) (Annexure – 43)

g) Letter to Registering Authority, Motor Vehicles Department (RCB 4/HP) (Annexure – 44)

h) H.P. termination form (Notice of termination of agreement of H.P.) (RCB 5/HP) (Annexure – 45)

i) Form CRLD, intimation of loss or destruction of certificate of registration or of the fact of the owner not being in possession thereof for reason beyond his control and application for duplicate. (Annexure – 46)

j) Statutory Transfer Forms:

i. Form – 20: In Triplicate (It is generally supplied by the dealer of the vehicle) (Annexure – 47)

ii. Form - 25 : In duplicate (For renewal of Registration Certificate)

iii. Form – 26: In triplicate (Application for duplicate Registration) (Annexure – 48)

iv. Form – 29: In triplicate (Notice of transfer of ownership) (Annexure – 49)

v. Form – 30: In triplicate (Application for transfer of ownership) (Annexure – 50)

vi. Form – 31: In triplicate (Transfer of ownership if repossessed) (Annexure – 51)

vii. Form – 32: In triplicate (Transfer of ownership if sold in auction) (Annexure – 52)

viii. Form–34: In triplicate (For entering H.P.Endorsements – old vehicles) (Annexure – 53)

ix. Form – 35: In triplicate (For termination of Hire Purchase) (Annexure – 54)

k) Intimation of the transfer of ownership of a motor vehicle by transferer.

- l) Letter of Undertaking to Repco Bank to reimburse the H.P. sales tax if a claim is made by the Government at a later date and also not to re-register the vehicle in any other State and if reregistered, undertaking to re-register the vehicle once again.
- m) Letter for surrendering the vehicle if unable to pay the dues under the agreement
- n) Letter to the Repco Bank to the effect that vehicle will remain hypothecated to the bank so long as any of the instalments payable on the vehicles remain unpaid.

viii. Other Terms and Conditions:

- a. The duplicate keys of the vehicle shall be deposited with the bank.
- b. All taxes and fees payable for the vehicle to the statutory authorities shall be paid by the hirer in time. The assets should be comprehensively insured at the cost of the hirer.

**1.3.13 Regulations governing Hire Purchase Finance (Consumer durables and Office Equipments)**

**Eligibility:**

- a. Applicant should be a member of the Bank.
- b. He should be a depositor with the bank or should have previous business dealings with the bank.
- c. Salaried persons or persons with fixed income supported by valid evidence alone are eligible for loans.

**Purpose:**

Finance will be provided for the purchase of consumer durables such as Refrigerators, Television, V.C.R./V.C.P., furniture, steel almirah, mixer, cooking range, washing machine, Stereo sets, etc. (items costing above Rs.2,000/- only) and new office equipments like Personal Computer, Fax Machine and other communication equipments.

**Loan Amount:**

Loan amount will be depending upon the scheme. Per party loan shall not exceed Rs.25,000/-.

**Repayment Period:**

The period of loan will be 12 to 36 months.

**Security:**

- i) Loan shall be secured by the item purchased by the bank in the capacity of the 'owner'.
- ii) A Creditworthy surety acceptable to the bank shall be produced.

**Documentation:**

The following papers/documents shall be obtained from the Hirer.

- i) Proposal Form
- ii) Hire Purchase agreement
- iii) Letter to Supplier
- iv) Acknowledgement of delivery
- v) Undertaking letter to keep the item insured.

**1.3.14 Finance for Booking of Cars**

The dealers of cars are taking one to six months time for delivery of the vehicle from the date of booking. At the time of booking itself, total cost of the vehicle is to be paid to the dealer. The businessmen generally do not like to block their amount by paying a huge amount in advance booking. We may also finance for booking of cars to the extent of 85% of booking cost.

For a customer coming for finance for booking cars, the following procedure shall be followed:-

- 1) Hire Purchase proposal shall be got sanction from Head Office.
- 2) Fifteen percent of the cost of the vehicle shall be paid as Margin. Bank will finance 85% of the cost of the vehicle
- 3) On execution of Demand Promissory Note for the cost of the vehicle, the car may be booked in the name of the bank and customer (as hirer).
- 4) The Hire Purchase Agreement and other documents shall be executed only on the date of delivery of the vehicle and remaining 10% of the cost of vehicle to be received towards Margin Money.
- 5) The interest at the rate of 15% on the booking amount shall be collected from the date of booking to the date of delivery.
- 6) The interest paid by the dealer on the booking amount shall be received by the bank and credited to Miscellaneous Income.
- 7) The repayment of the instalments will start from the next month in which the vehicle is delivered.

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## HOUSE BUILDING ADVANCE

Cir.No.19/94/8/PFDS, dt.09.05.94      Cir.No.1/95/1/PFDS, dt.09.01.95  
Cir.No.28/95/14/PFDS,dt.19.06.95      Cir.No.37/95/17/PFDS,dt.13.9.95  
Cir.No.53/95/25/PFDS,dt.24.11.95      Cir.No.16/96/9/PFDS, dt.16.4.96  
Cir.No.13/97/6/PFDS, dt.29.04.97      Cir.No.17/97/10/PFDS,dt.16.6.97  
Cir.No.20/97/13/PFDS,dt.29.07.97      Cir.No.21/97/14/PFDS,dt.31.7.97  
Cir.No.27/97/1/HFS, dt.13.09.97      Cir.No.14/98/5/PFDD, dt.18.5.98  
Cir.No.29/98/HFD, dt.28.08.98

### 1.4.0 Object

The object of House Building Advance Scheme is to provide finance to have a shelter for the roofless members of the bank.

### 1.4.1 Purpose

House Building Advance is extended for the twin purposes. They are:-

- a. Residential purpose
- b. Commercial purpose

#### a. Residential purpose:

The following items come under residential purpose (for first dwelling unit):

- 1) Construction of House in own plot
- 2) Purchase of ready built house or flat
- 3) Extension/Repairs to own house
- 4) For purchase of plot promoted by Government Agencies such as State Housing Boards, Metropolitan Development Authority, etc. and Registered Cooperative Housing Societies

For purchase of plot promoted by Government Agencies, Cooperative Housing Societies

- Plot shall be purchased for the purpose of immediate construction.
- It should not be for selling at higher rate to book profit. Hence, the capacity of the borrower to construct the house immediately after the purchase of plot shall be appraised by the branch.
- The Plot to be purchased shall be within and contiguous to Corporation limit and the lay out shall have been approved by the competent authority. The maximum loan of 65% of the value of plot (excluding registration fee and stamp duty) shall be considered subject to other terms and conditions of H.B.A. Scheme.

#### b. Commercial purpose:

- 1) Construction of commercial complex
- 2) Construction or purchase of second house/flat
- 3) Mortgage of immovable property for income generating purposes.

#### 1.4.2 Jurisdiction

The proposal for House Building Advance shall be entertained only within the concerned Corporation/Municipal limits and within 15 kms radius from branches. Corporation/Municipal property tax assessment receipt shall be enclosed alongwith the proposal to identify the area.

#### 1.4.3 Eligibility

1. Applicant should become member of the bank
2. Land on which the house to be built should be personally owned by the member applicant.
3. Land should be free from all encumbrances.
4. The applicant should give a deposit of 10% of the loan amount required, the period of deposit being taken alongwith the peirod of loan. In lieu of this, the applicant may also contribute to R.D./D.D. A/c., the maturity value of which shall be equivalent to 10% of the loan amount.
5. Only members who do not own dwelling house already shall be eligible.
6. Loan shall not be granted for purchase of land promoted by Organisations other than Government Agencies, Cooperative Housing Societies.
7. Repatriates in lieu of deposit, shall contribute to share capital equivalent to 10% of loan amount.

#### 1.4.4 Loan Amount

1. The maximum loan amount will be Rs.10.00 lakhs.
2. The loan amount will not generally exceed 65% of the value of property including cost of land and proposed investments.

#### 1.4.5 Security

Security for the loan would be first mortgage of the property to be financed. In respect of property under construction in addition to first mortgage of the land, two guarantors/sureties of reputed persons (whose gross income would not be less than Rs.4,000/- per month) shall be produced. However, in all cases, atleast one creditworthy guarantor/surety shall be produced.

#### 1.4.6 Rate of Interest

For Residential purpose:	
Below Rs.2.00 lakhs	16.0%
Rs.2.00 lakhs and less than Rs.5.00 lakhs	16.5%
Rs.5.00 lakhs and above	17.0%
For Commercial purpose:	
Below Rs.2.00 lakhs	17.0%
Rs.2.00 lakhs and above	18.0%

Concession rate of interest at 1% p.a. less than the normal rate of interest indicated above can be allowed to 'A' class repatriate members if they contribute 5% of the loan amount to share capital.

Housing loans can be considered at 14% p.a. for Repatriate 'A' Class members upto and inclusive of Rs.1.00 lakh subject to contribution of 10% of loan amount as share capital.

If they are unwilling to contribute such share capital, concessional rate of interest shall not be allowed.

Such share capital is refundable only after lapse of two years from the date of closure of loan account.

Penalty at normal rate of interest will be levied on overdue EMI in case of default in the repayment of instalment of the loan.

In case of foreclosure of loan, the rate of interest would be 3% above normal rate.

#### 1.4.7 Repayment Period

Loan Amount	Period of repayment
Upto Rs.2.00 lakhs	84 months
Above Rs.2.00 lakhs	120 months

The repayment will be in Equated Monthly Instalments (EMI) including principal and interest. However, the terms shall be restricted to the age of retirement for salaried and upto 60 months for non-salaried. The first EMI will commence from the month, following the month in which final disbursement is made or after moratorium period. However, interest on the loan amounts released shall be collected every month till commencement of EMI.

A maximum moratorium period of 6 months from the date of first instalment may be allowed in case of construction of house/flat. Interest shall be collected from the borrower during the moratorium period. No moratorium period shall be permitted for outright purchase of ready built house or flat. Even if the construction is not completed during the moratorium period, first instalment shall start after lapse of six months from the date of release of first instalment.

#### 1.4.8 Release Schedule

The loan amount will be disbursed in two or more stages depending on progress of construction.

- 40% for basement work
- 30% after basement upto lintel level
- 25% after lintel level
- 5% on completion of the building

#### 1.4.9 Extension of scheme

The House Building Advance Scheme was first introduced in branches at Chennai. They are T.Nagar, George Town, Vyasarpadi, Pallavaram Branches. The scheme has been extended to following branches:-

- |                |               |               |
|----------------|---------------|---------------|
| 1. Madurai     | 2. Coimbatore | 3. Salem      |
| 4. Trichy      | 5. Bangalore  | 6. Trivandrum |
| 7. Tirunelveli | 8. Namakkal   | 9. Thanjavur  |
| 10. Vellore    | 11. Padi      | 12. Redhills  |
| 13. Pondy      | 14. Punalur   | 15. Vizag     |
| 16. Vijayawada | 17. Mangalore | 18. Valparai  |

No discretionary power is granted to any branch under this scheme.

#### 1.4.10 Housing Finance Division

In order to give uniformity indepth appraisal, analysis, follow-up compliance of the procedural norms and quick customer service, a specialised Housing Finance Division (HFD) has been created at Adayar. This section will attend to all works related to House Building Advances of the Bank. For Chennai area, the section will discharge functions of a branch attending to all HBA proposals directly in close association with existing branches. For other branch areas, the section shall act as a special monitoring agency.

##### Chennai Branches

- 1.Branches at Chennai city will continue to entertain House Building Advance applications from members and forward to HFD alongwith the necessary enclosures. If the applicant is an existing member, a statement showing the assets and liabilities of the member with our bank shall be enclosed with the application form. The branch will neither appraise the proposal nor inspect the property. The applicant shall be advised to contact the HFS for further process. The applicant shall receive intimation directly from HFD, Adayar.
2. On receipt of application from Chennai city branches, HFD will appraise the proposal and inspect the property.
- 3.Sanction will be obtained by HFD and communicated to the party directly under a copy to the Branch concerned for information.
- 4.Documentation, loan release will be made by HFD.
- 5.HBA accounts pertaining to city branches will be maintained by HFD.
- 6.Repayment will be monitored and recovery will be followed up by HFD.
- 7.Every month, a statement will be sent by HFD to city branches containing HBA demand for the month.
- 8.Borrower may remit the instalments at the respective branches and in turn the branches will transfer the proceeds to HFD.
- 9.Receipt of applications out of the service areas of the branches such as Mylapore, Triplicane, Tiruvanmiyur, Besant Nagar, Anna nagar, Chetpet, Egmore, will be done by HFD directly.
10. City branches may be advised by HFD from time to time to undertake visits and recovery work whenever required.

**Other Branches:**

- 1.Branches may entertain the HBA proposals as done presently.
- 2.The branches concerned will entertain, do appraisal, forward the proposal to Head Office. Documentation, Release of loan, maintenance of accounts, recovery of loan, etc. will be done by respective branches.
- 3.HFD will scrutinize the proposals and communicate the sanction to the branches.
- 4.Random appraisal/inspection will also be done by HFD directly if necessary.
- 5.HFD will visit and conduct inspection of the HBA cases regularly on selective basis.

**1.4.11 Enclosures for HBL proposal**

- 1.The original documents of the landed property alongwith Encumbrance certificate for a period not less than 13 years, tax paid receipts, family geneology etc.
- 2.In case, the borrower proposes to obtain financial assistance for acquisition of residential accomodation from any other source/persons, their names and address with agreements for sale shall be produced.
- 3.Copy of approved drawings of proposed construction/extension/renovation.
- 4.Detailed cost estimate from an approved engineer for the proposed construction work.
- 5.Information regarding applicant's repaying capacity.
- 6.Verification of employment, in case the applicant/surety/guarantor is in employment, with latest salary certificate showing all deductions.
- 7.In case of self-employed persons, balance sheet with profit and loss accounts of business alongwith copies of individual income tax returns for the last 3 years certified by a Chartered Accountant.
- 8.Consent letters from Guarantors/Sureties
- 9.A short note on the nature of business, form of organisation, clients, suppliers, etc.
10. Copy of Patta.

**1.4.12 Appraisal of Housing Loan Proposal**

- 1.Branches shall strictly adhere to the regulations governing the scheme.
- 2.Branches shall issue applications on selective basis to prospective customers. Only after careful verification of genuinity and prima facie applicants capable of satisfying the rule and regulations and the basic conditions, loan application shall be issued.
- 3.Fifty percent of the service charges shall be collected from the applicant at the time of issuing House Building Advance application.

4. On receipt of filled in application, Branches shall verify whether all the relevant enclosures, complete particulars as per requirement have been furnished by the applicant. (To avoid unnecessary correspondence and delay, branches shall receive only those applications which are in full shape.)

5.i) The original documents, Encumbrance Certificates etc. of the property shall be referred to the local Legal Advisor immediately and legal opinion obtained on the title of the property. At no time, opinion shall be obtained on xerox copies of documents and in that event, Branch Manager shall certify that the xerox copies on which opinion was obtained and the originals are compared and found correct.

ii) Any further documents/particulars required as per legal opinion shall be obtained from the applicant immediately on receipt of legal opinion.

6. Branch shall simultaneously attend valuation of the property and furnish Valuation Report in RCB-113H.

7. Branch shall process and appraise the loan proposal and forward the file to Head Office for sanction with their specific recommendations.

8. On receipt of the Loan Sanction Order from Head Office, the branches shall ensure fulfilment of LSO conditions by the applicant and arrange for disbursement of the loan after proper execution of necessary documents as per the scheme.

9. Every subsequent instalment shall be released only after verification of utilisation of previous instalment.

10. Each loan file shall contain the Branch report on verification of the utilisation of loan amount by the loanee. Follow-up inspection Report (RCB-189) shall be used by Branches until verification of utilisation of final instalment of loan. RCB-154 may be used for regular recovery/follow-up visits.

11. The branch shall send Branch Certificate of Securities (RCB-129) complying L.S.O. conditions to Head Office within 7 days from the date of disbursement of final instalment of the loan.

Branch shall retain original documents and connected records at their safe custody for all loans in Branch itself. Branches shall submit only B.C.S. All loan documents and original title documents with connected papers shall be put in plastic docket, clearly indexed and carefully kept under joint custody. No Security papers shall be left in loan files.

12. Branches shall maintain individual loan files and shall have regular follow-up visits to the borrowers until the loan is fully recovered.

Branches shall issue Discharge Receipt and letter to Sub-Registrar and return the documents in respect of cases whenever registered mortgage is created and loans are fully repaid. Draft Discharge Receipt and the letter are available in the Cir.No.20/94/1/CMD, dated 12.5.94.

In case of A.R.C. filed cases, after closure of loan, Discharge Certificate shall be issued by Head Office only.

#### 1.4.13 Documentation

The following documents as applicable shall be executed by the borrower/guarantor:-

1. Demand Promissory Note (DPN)
2. Loan Agreement
3. Mortgage deed duly registered (Registered Simple Mortgage)
4. Letter of guarantee by the guarantor.



#### **1.4.19 Insurance**

The borrower should ensure that the property is duly insured for fire and other appropriate risks during the period of loan and produce evidence thereof every year.

#### **1.4.20 Recovery**

Without prejudice to any other mode of recovery, the loan amount together with interest, other charges, etc. are liable to be recovered as per the provisions of the Multi State Cooperative Societies Act, 1984.

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## SECURED LOAN

Cir.No.21/98/11/PFDD, dt.30.05.98

Cir.No.30/98/2/CMD,dt.25.09.98

### 1.5.0 Scheme

Secured Loan(SDL) is introduced for extending credit facilities for all genuine purposes including business, trade, industry, commercial activities taking the property owned by borrower as prime security. Security is the main factor for SDL.

### 1.5.1 Purpose

Secured Loan is extended for all genuine purposes. It is categorised under two types:

1. Domestic purpose
2. Commercial purpose.

### 1.5.2 Loan Amount

Domestic purpose:

The maximum loan amount for domestic purpose under the scheme is Rs.2.00 lakhs.

Commercial purpose:

The maximum loan amount will be based on the existing and proposed project requirements.

### 1.5.3 Security & Deposit

House property in the value of not less than 155% of loan amount. Property shall be owned by borrower. Third party Security shall not be accepted. However, father's and mother's property in the case of unmarried persons, and spouse property in the case of married persons can be accepted.

The minimum deposit for SDL will be 10% of the loan amount including discretionary power sanction by Branch.

### 1.5.4 Rate of Interest (subject to change) (As applicable to Development Loan)

Below Rs.2.00 lakhs	17.5%
Rs.2.00 lakhs and above	18%

### 1.5.5 Service Charges

Service Charges will be 0.5% of the loan amount.

### **1.5.6 Repayment Period**

Domestic purpose:

The maximum repayment period for domestic purpose under the scheme is 60 months.

Commercial purpose:

The maximum repayment period for commercial purpose will be based on the existing and proposed project requirements.

### **1.5.7 Mode of Repayment**

The mode of repayment will be in Equated Monthly Instalments(EMI).

Branches are permitted to collect the loan dues only in respect of Secured Loan (Commercial) through N.O.S.B. A/c. Applicable commission to Daily Deposit Collectors can be paid. However, bulk payments above Rs.5,000/- shall be received by the bank directly.

In respect of Secured Loan (Domestic), the borrower should remit monthly loan instalments directly to the bank before end of month.

### **1.5.8 Application**

Domestic purpose : HBA application

Commercial purpose :In addition to HBA application, D.L. application shall also be sent along with D.L. appraisal report.

### **1.5.9 Documentation**

Domestic Purpose:

Demand Promissory Note, Bond, Loan Agreement (RCB-186), Consent Letter (RCB-120), Letter of guarantee (RCB-187), Specimen Signature verification (RCB-168), Mortgage Deed. (As applicable to Development Loan)

Commercial Purpose:

Demand Promissory Note, Bond, Hypothecation of Stock (RCB-114), Declaration of Hypothecated Stock (RCB-183), Article of Agreement (RCB-114), Letter of Guarantee (RCB-187), Specimen Signature verification (RCB-168), Mortgage deed (As applicable to Development Loan).

### **1.5.10 Accounting**

A separate head for Secured Loan to be opened in General Ledger.

### **1.5.11 Age of the Borrower**

Upper age limit above 60 years may be relaxed depending upon the dependants joining in execution of security documents.

### **1.5.12 Security Papers**

Title deeds for minimum 13 years, Patta/Extract of Land Register, Property Tax receipt, Electricity Power Service Card, Approved plan/layout, Encumbrance Certificate for 13 years. However, if minor's interest is involved in the security documents, it is necessary to scrutinize the title deeds and Encumbrance Certificate for a minimum period of 25 years.

### **1.5.13 Repaying Capacity**

The repaying capacity of the borrower shall be established with relevance to the period of loan.

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## **MEDI LOAN**

Cir.No.21/98/11/PFDD, dated 30.05.98

### **1.6.0 Scheme**

Existing Hire Purchase Finance (Diminishing Balance Scheme) may be extended to Regd. Medical Practitioners under the style of "MEDI LOAN".

### **1.6.1 Eligibility**

This scheme shall be extended to Registered Allopathy Medical Practitioners with an existence of minimum 5 years.

### **1.6.2 Purpose**

The Medi Loan shall be granted for the following purposes:-

1. Expansion of the existing clinic.
2. Purchase of Medical Equipments.
3. Expansion of Clinical Lab.

### **1.6.3 Loan Amount**

The loan amount shall be decided depending upon the purpose.

### **1.6.4 Rate Of Interest**

The rate of interest shall be 18% p.a. under diminishing balance method. [The interest rate applicable to HPF (Diminishing Balance Scheme) shall be followed for Medi Loan Scheme.]

### **1.6.5 Repayment Period**

The maximum repayment period for the loan shall be 60 months.

### **1.6.6 Mode Of Repayment**

The mode of repayment will be similar to that followed in Diminishing Balance Method. (HPF Scheme).

### **1.6.7 Collection Of Instalment**

Collection of instalments shall be made through N.O.S.B. A/c.

### **1.6.8 Other Terms And Conditions**

All other regulations, procedures, documentation, are similar to Hire Purchase Finance (DBM).

### **1.6.9 Additional Requirements**

In addition to all regular papers, original/copy of Educational Certificates, Licence, wherever it is mandatory for running clinic shall also be submitted by the applicant.

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## SALARY LOAN

Cir.No.34/90/BOS,dt. 11.7.90    Cir.No.14/98/5/PFDD,dated 18.5.98

### 1.7.0 Scheme

The scheme is granting Salary Loan to the permanent employees of various institutions, Establishments and Department having direct business link with our Bank. The envisages providing financial assistance to eligible members against salary recovery at source.

### 1.7.1 Purpose

Any genuine purpose subject to the satisfaction of the sanctioning authority.

### 1.7.2 Eligibility

1. The applicant should be a permanent employee of the eligible institution / Establishment / Department / Organisation having business link with the Bank. The Bank reserves the right to decide the eligibility or otherwise of the institution.
2. He should be a member of the bank.
3. He should not have availed any loan from any other Co-operative Society/Bank. In case of having availed such loan from any society, he should obtain and produce to the bank, the Liability Certificate or Loan Regularity Certificate.
4. He should be a depositor of the bank. He should open atleast one Recurring Deposit A/c. (R.D. A/c.) for a minimum period of 24 months with the bank with monthly contribution of not less than Rs.30/-.

### 1.7.3 Loan Amount

The loan under the scheme shall be restricted to 4 times of Gross Salary subject to maximum of Rs.10,000/-.

Minimum take home salary should not be less than Rs.2,500/- after deducting proposed loan instalment.

### 1.7.4 Rate Of Interest

1. Rate of interest will be 18% per annum.
2. Penalty at normal rate of interest will be charged on overdue E.M.I.(Principal and Interest).
3. In case of foreclosure of loan, the rate of interest shall be 3% over and above the normal rate of interest.

### 1.7.5 Security

The applicant should produce atleast one surety employed on a permanent basis in the same organisation.

### **1.7.6 Repayment Period**

The loan is repayable in 24 to 36 Equated Monthly Instalments (EMI) which includes principal and interest.

### **1.7.7 Terms and Conditions**

1. The applicant should be recommended by the employer in the prescribed format with the following certificates:-

- i) That the purpose applied for is genuine.
- ii) That the employer is agreeable to deduct the monthly instalments from the loanee's salary as per the authorisation given by him and to remit the amount directly to the bank before 10th of the succeeding month to which the instalment relates.

2. The applicant should produce in the prescribed format the following alongwith the loan application:-

- i) Salary Certificate of the applicant and the surety issued by the employer alongwith details of all deductions.
- ii) The Liability Certificate and Loan Regularity Certificate in case he/she has availed any loan from any Co-operative Society.
- iii) The copy of the authorisation letter issued to the employer by the applicant authorising them to recover the monthly instalments of loan from his salary and remit it promptly direct to the bank.

3. The total cut back including deduction towards salary loan should not exceed 40% of the salary (Basic + Dearness Allowance).

4. The repayment of loan will commence from the month following the disbursement of loan.

5. In the event of default in the repayment of two consecutive instalments of loan, the loan will be foreclosed and the bank will take further course of action under the Multi State Cooperative Societies Act, 1984, to realise the entire dues.

6. The following documents should be executed by the borrower and surety.

- i) Demand Promissory Note.
- ii) Authorisation letter to the Pay Disbursing Officer.
- iii) Personal Surety Bond by the Surety.

### **1.7.8 Sanctioning Authority**

The loan under the scheme shall be sanctioned by the respective Chief Manager/Branch Manager, after getting prior permission from Head Office.

## EDUCATION LOAN

Cir.No.11/96/7/PFDS, dated 05.03.96

### 1.8.0 Scheme

The Scheme envisages sanction of Education Loans to members and children of members for pursuing higher studies in India. The Scheme had been formulated with a view to helping the needy members to joint in professional and vocational courses conducted by the Government Institutions or those which are recognised by the Governemnt and which will fetch immediate employment on completion of the course.

### 1.8.1 Eligibility

1. All Repatriate 'A' Class members of the bank.
2. Children of members of the bank.
3. The applicant must have obtained admission to a recognised educational institution. i.e. Government Institution or courses which are recognised by Government.
4. The period of study should not exceed five years.
5. In case of minor, the loan document should be in the joint names of the student and the Parent/Guardian.
6. The applicant should have cleared the Direct Loan or Pre-employment Loan, if any, obtained from the Repco Bank or from any Commercial Bank on the guarantee of the Repco Bank.

### 1.8.2 Purpose Of Loan

Loan under this scheme will be granted for the following purposes:-

1. To undergo Courses which are conducted by Government Institutions or Organisation recognised by Government.
2. To pay tuition fees, special fees, cost of books and equipments, examination fees, cost of fees for educational tours, etc. Loans may also be considered selectively to meet the cost of Boarding and Lodging wherever it is compulsory, subject to a maximum loan limit of Rs.10,000/- per academic year. Deserving cases requiring relaxation of the loan limit may be brought before the Board.
  - a. Normally, educational institutions conduct educational tours for their students and mostly such tours are optional. However, if such educational tours form part of the (educational) course curriculam and are compulsory, the loan may be considered for financing the expenses incurred by the student for such tours provided the Head of the Institution issues a Certificate certifying that the tour is compulsory and not optional.

- b. Loan for such tours will be considered only once for a course. Normally, concessions for railways/buses are available for students while undertaking educational tours and the availability of these concession will also be taken into account.
- c. The quantum of loan for such tours will be restricted to the overall limit fixed for the course.
- d. If Government Scholarship is available to a student for a particular purpose, then loan will not be considered by the bank for the same purpose. However, if scholarship is given at a later stage, the loan may be granted for the purpose and it will be closed when the scholarship amount is obtained. The Head of the Institution should be informed regarding the granting of loan and should be authorised to pay the scholarship amount direct to the Bank towards loan account. An authorisation letter shall be produced by the student/parent authorising the Head of the institution to pay the scholarship amount directly to the bank.

### 1.8.3. Name of the Course and Quantum of Loan

The amount of loan shall not be Rs.5,000/- to Rs.10,000/- per academic year of study and the total loan amount shall not be more than Rs.50,000/- for the entire course per student.

The loan amount will be 20 times of paid up share capital of the applicant.

1	Name of the course	Amount of loan
	Degree in Engineering leading to award of degree like B.E., B.Tech, M.E., M.Tech, etc. in reputed institutions.	Rs.10,000/- per academic year with a maximum of Rs.50,000/- for entire course.
2	Masters Degree in Business Administration, Finance, etc. leading to award of degrees like M.B.A. in reputed institutions.	Rs.5,000/- per academic year with a maximum of Rs.15,000/- for entire course
3.	Diploma in Computer Programming & applications in reputed institutions.	Rs.5,000/- per year with a maximum of Rs.10,000/- for the entire course.

### 1.8.4 Rate of Interest

1. Normal rate of interest will be 4% per annum.
2. A penal interest of 2% p.a. will be charged on the overdue principal in case of default during the pendency of the repayment period.
3. In the case of foreclosure of loan, the rate of interest will be 3% p.a. over and above the normal rate of interest wherever the loan account is foreclosed during the repayment period by giving Foreclosure Notice to the Borrower/Surety.
4. If the loan account is not fully cleared by the borrower even after the expiry of the repayment period, then Penal Interest at 3% p.a. over and above the



normal rate of interest on the overdue principal shall be charged from the date of expiry of repayment period.

#### 1.8.5 Security

1. The parent/guardian shall stand as surety for the due repayment of the loan.
2. Immovable properties shall be taken as collateral security by way of deposit of title deeds wherever available. In the absence of the immovable properties, additional creditworthy surety may be insisted upon.
3. A creditworthy person acceptable to the bank should also be produced as guarantor in addition to parent/guardian.
4. The applicant (if employed) or parent/guardian or guarantor shall open a Recurring Deposit Account with the bank atleast for a minimum amount of Rs.50/- per month for a minimum period of 5 years and should create lien over the Recurring Deposit Account.
5. Applicant should take a L.I.C. Policy atleast for an amount equivalent to the loan amount and assign the policy in bank's favour.

#### 1.8.6. Repayment

The maximum repayment period for the loan is 60 months.

The loan shall be repaid in 60 equal monthly instalments alongwith interest on or before 5th of every month commencing from one year after the date of completion of the course or on completion of one month from the date of employment whichever is earlier. The accrued interest outstanding will be added to the Principal before commencement of the loan repayment. Further, interest will be charged on the outstanding (Principal + accrued interest).

In the case of students employed, the repayment period will not be more than 60 months from the date of disbursement of loan.

#### 1.8.7 Release of Loan

1. The loan amount will be normally released only at the beginning of each academic year and as far as possible to the Institution directly. In cases, where the loan is requested to be released in the middle of the academic year, the reasons should be clearly mentioned.
2. The applicant should produce evidence regarding utilisation of the loan instalments.
3. Second and subsequent instalments will be released only after verification of utilisation of the previous instalments. Loan for purchase of books, materials, etc. will be paid directly to the supplier.

### 1.8.8 Completion of Course

The period of completion of course means the period required to complete the course within the shortest period by a student as mentioned in the prospectus of the Educational Institution.

If for any reason, there is postponement of examinations, the due date of the loan will not be postponed since one year holiday is given to the student to start the repayment of loan after completion of the course in the normal way.

#### Illustration

Say, an applicant joins a two year course which starts in June'90 and ends in May'92. The period of course is June'90 to May'92. In this case, if the student does not pass the examination to be held in May'92 but passes the course at a later date. In any case, ~~the period of completion of course shall be taken as June'90 to May'92 under the scheme~~ and the first instalment under the loan shall fall due on 30th June 1993.

### 1.8.9. Other Terms and Conditions

1. The applicant should produce the following items alongwith the prescribed loan application:-

- a. Copies of relevant Certificates.
- b. Full details in regard to the admission of the applicant in the course in the educational institution, the period of the course, date of commencement of the course, etc.
- c. Passport size photograph of the applicant.
- d. Details of the fees and other expenses, etc. to be borne by the student.

2. The student must bring a letter from the Educational Institution indicating the month of commencement of the course and also month of completion of the course.

3. The student should obtain and produce the progress report of the studies from his Principal as and when required by the bank.

4. If the student fails in the examination, and fails to send progress report as may be required by the bank, further release of loan would not be made.

5. In case of default in the repayment of two consecutive instalments of loan or failure to submit the progress report, the loan will be foreclosed and the bank will take further course of action to realise the entire loan dues.

6. The loan under this scheme cannot be claimed as a matter of right. It will be considered on merits by the bank.

7. The applicant shall not borrow any funds from other sources without the prior written consent of the bank.

8. For any doubts and clarifications about the scheme, the decision of the bank will be final.

9. The applicant should produce two copies of the appointment order and salary certificate and other details as may be required by the bank as soon as he gets employment (after completion of the course).

### 1.8.10 Second Loan

If the course for which the first loan was availed is completed, a second loan can be granted for prosecuting higher studies, provided the parties are in a position to repay the education loan availed for completed course as per terms of sanction and have repayment capacity. In such cases, the student/parent/guardian should agree to repay the first loan as per the terms of repayment fixed for the first loan in writing. However, all such proposals will be considered by the sanctioning authority after ascertaining the genuine needs of the student, security, repayment capacity, etc.

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### CASH CREDIT

Cir.6/93/5/BOS, dated 03.02.93      Cir.63/95/31/PFDS, dt.26.12.95  
Cir.45/98/22/PFDD, dt.17.12.98

### 1.9.0 Purpose

Cash Credit limit is sanctioned to a customer for his day to day working capital requirements generally for a period not exceeding one year.

### 1.9.1 Eligibility

Cash Credit limit shall be sanctioned only to :-

- valued customers with sound clientele earning, occupation and financial standing.
- the constituents who shall actively operate the cash credit account shall be entitled to the limit.

### 1.9.2 Rate of Interest

The rate of interest will be:-

- 17.5% p.a. - for limit below Rs.2.00 lakhs.
- 18% p.a. - for limit from Rs.2.00 lakhs & above.

### 1.9.3 Security

The applicant for Cash Credit may be called upon to furnish the necessary security in the form of:-

1. Lien marked Deposit amount
2. Mortgage of Land & building property
3. Hypothecation of Stock in trade and Machinery
4. One or two Creditworthy Sureties.

#### **1.9.4 Sanctioning Authority**

Cash Credit limit shall be sanctioned by Head Office only.

#### **1.9.5 Documentation**

The borrower will execute, to the extent of the limit allowed, all the documents as obtained for Development Loan. In addition, Letter continuity should also be obtained (Annexure-86).

#### **1.9.6 Utilisation of Loan Amount**

The bank should ensure that the amount drawn by the constituents are utilised for self generating purposes.

#### **1.9.7 Collection of loan dues**

In the case of Cash Credit, it is not advantageous to the bank if repayment of instalments are collected through N.O.S.B. A/c. However, if the borrowers request for the facility of collection of cash credit dues through N.O.S.B. A/c. on a daily basis, it can be done provided the commission payable to D.D.C. on such collections is borne by the borrowers.

Commission shall be debited to the loan account concerned on a monthly basis and shall be recovered from the borrowers. Consent letter from the borrower agreeing to this condition shall be obtained and kept with the loan file.

#### **1.9.8 Renewal of cash credit limit**

The limit shall be got renewed one month in advance before the due date of the credit facility or fully discharged by the borrower. Renewal shall not be automatic or regular in respect of all cases. As far as possible, it should be brought to 'Nil' at the end of the period and fresh sanction sought for. If the limit is not closed or renewed on or before the due date, it shall be treated as overdue and the borrower has to pay additional (penal) interest rate of 3% over and above the normal rate of interest. Further action to recover dues would have to be initiated.

#### **1.9.9 Appraisal Report of Cash Credit Proposal for Renewal**

The branches shall send proposal for the renewal in the prescribed form (RCB:112) with appraisal report covering the following in addition to usual procedure:

1. Performance of Cash Credit account during the term.
2. Working capital requirement for another one year.
3. Present value of the stock.
4. Revaluation report of assets (machinery, property, etc.)
5. Justification for recommendation towards increase/ decrease in the credit limit.

### **1.9.10 Conversion Of Cash Credit Into Development Loan**

Branches have been instructed not to recommend fresh/renewal of cash credit to the members since cheque facility is not available in our bank.

Existing cash credit accounts where the remittance does not exceed three times of the sanctioned limit in a year to be treated as non-active accounts.

For example, Sanctioned limit is Rs.1.00 lakhs with effect from 01.05.97. The total sum of remittance in the account by the borrower is not more than Rs.3.00 lakhs between 01.05.97 and 30.04.98. This kind of non-active accounts shall be converted into term loan (Development Loan).

In the case of larger cash credit limits, part of the limit may be retained under cash credit and remaining portion shall be converted into Development loan.

### **1.9.11 General**

The bank shall reserve the right to recall the amount drawn from the Cash Credit limit at any time without assigning any reason.

The borrower under Cash Credit Account shall be enrolled as a member of the bank.

The bank shall have the right to inspect the accounts of the borrower who has been granted cash credit limit by the Bank at any time and recover the cost in this connection.

The Cash Credit sanctioned by the Officer are purely at the risk and responsibility of the Officer concerned who has allowed the Cash Credit.

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## LOAN ON DEPOSIT

Cir.6/93/5/BOS,dated 03.02.93

Cir.27/96/17/PFDS, dt.09.08.96

### 1.10.0 Eligibility

Loans may be granted against Fixed Deposits, Cash Certificates, Recurring deposits and Daily Deposits in respect of which there is no lien and also against those deposits which are free from encumbrance provided the deposits are in the name of the applicant.

### 1.10.1 Loan Amount

Loans may be granted upto 75% of the original deposit amount for all Loan on deposits including Loan on Daily Deposit.

Loan on deposits upto 85% of deposits may be considered at the discretion of branch. In these cases, interest shall be collected monthly/quarterly without fail.

### 1.10.2 Rate Of Interest

For all Loan on Deposits except Loan on Daily Deposit, interest at 3% more than the interest payable on the deposit.

For Loan on Daily Deposit, interest would be at 5% more than the normal rate.

Minimum 15 days interest shall be collected from the borrower.

For Loan on Deposits of staff of our bank, present rate of 2% more than interest payable and a maximum loan limit of 85% of deposit will continue.

For Loans against Cash Certificates, interest shall unfailingly be collected every quarter.

### 1.10.3 Loans against Recurring Deposits

Loan shall not be sanctioned till the outstanding balance reaches at least Rs.600/- or till the expiry of 12 months from the date of opening of the account whichever is earlier or in other words, minimum loan amount shall be Rs.500/-.

### 1.10.4 Loan against Daily Deposits

Loan shall not be sanctioned till the outstanding balance reaches at least Rs.600/- or till the expiry of 12 months whichever is earlier. Minimum loan amount on the above deposits shall be Rs.500/-.

### 1.10.5 Documentation

1. The loan documents such as Deposit loan application (RCB-6), Pro-note (RCB-7) and lien form (RCB-172), etc. should be filled up by the applicant.
2. The Fixed Deposit Receipt/Cash Certificate/R.S.J.B. II or III Receipt, Recurring Deposit Pass Book in the case of Recurring Deposit and monthly collection statements in the case of Daily Deposits should be obtained duly discharged by the depositor affixing revenue stamp before releasing the loan on deposits.
3. All signatures in discharge of deposit receipts, Recurring Deposit pass books and Daily Deposit collection statements and documents executed should be verified with the specimen signature on record and the "Signature verified" seal should be affixed on the deposit receipts under the signature of the verifying official.
4. Lien on the deposits should be noted in the respective deposit accounts in the ledger in the columns provided for the purpose duly authenticated by the authorised Official.
5. On repayment of the loan, all signatures in discharge of deposit receipts, Recurring deposit pass book, Daily Deposit Statements should be cancelled by the Officer concerned without fail and delivered to the party against proper acknowledgement.
6. On repayment of the loan, cancellation of the lien will have to be noted in the concerned deposit account so as to avoid any inconvenience to the depositor at the time of encashment of deposit on maturity.

### 1.10.6 Repayment

The repayment period shall not exceed beyond the date of maturity of the deposit. The entire loan amount together with interest due should be repaid before the date of maturity of such deposits. If the depositor does not pay up the loan before the due date, the amount of loan together with interest due upto date, will be adjusted from the proceeds of the deposit amount and the balance, if any, will be paid to the depositor or otherwise dealt with as required by them.

### 1.10.7 Payment of Interest

1. A written instruction regarding the payment of periodical interest for such loans should be obtained from the depositor at the time of arranging the loan.
2. The interest debited should be collected in cash and credited to the loan account.
3. In the case of interest payable on Fixed Deposits, a consent letter has to be obtained from the depositor that he will agree to adjust the quarterly interest amount to his loan on deposit account.
4. The entire interest dues should be collected before the date of maturity of the deposit. Otherwise, the bank is empowered to adjust the interest dues from the proceeds of the deposit amount.

### **1.10.8 Preclosure of Loan on Deposit**

Branches shall ensure that the loan amount with interest does not exceed original deposit amount. If the loan with interest comes near or equal to deposit amount, the deposit shall be preclosed (at interest applicable to premature closure) with an advance notice to the depositor and proceeds adjusted to Loan on Deposit A/c.

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## REPCO EQUITY ADVANCE SCHEME

Cir.No.38/94/19/PFDS, dated 09.12.94

### 1.11.0 Eligibility

The individual members of the Bank are eligible to avail the facility.

Advances shall be considered only against fully paid equity shares of Public Limited Companies approved by Head Office. Only listed shares shall be taken up for the purpose.

### 1.11.1 Purpose

The purpose of the loan may be of a personal nature or for subscribing to rights or new issue of shares etc. of the members of the bank.

### 1.11.2 Loan Amount

The advance shall be Rs.25,000/- (minimum) and Rs.2,00,000/- (maximum) per individual.

Loan will not generally be considered for over Rs.50,000/- of a particular company to a single borrower.

Maximum loan amount will be considered upto 60% of market value of the share. However, it is advisable to restrict the limit to 50% or the limit may be fixed in tune with the stability in the market value of shares pledged.

### 1.11.3 Enhancement or Reduction in the Limit

The limit may be enhanced if the market value of securities goes up and if the value goes down, the limit may be reduced unless cash is deposited or more shares are pledged.

### 1.11.4 Rate of Interest(Subject to change)

The rate of interest for the above loan will be:-

Rs.25,000/- but less than Rs.50,000/-	-	18%
Rs.50,000/- and above	-	19%

Penalty at the rate of 2% will be levied on the default instalment.

### 1.11.5 Repayment Period

The advance will be either in the form of a term loan repayable in 12/24 months or overdraft loan for a period of one year.

The repayment schedule will be fixed by the bank at its discretion. Bank at its discretion may not even fix a repayment schedule.

### **1.11.6 Service Charges**

Service Charges of 1% of the loan amount shall be collected.

### **1.11.7 Scrutinization of Proposal**

1. Before considering the proposal for advance against shares, the following aspects shall be carefully scrutinized.

- i) Purpose of loan
- ii) the advance sought has been of a reasonable proportion to the net worth of the borrower.
- iii) the borrower has the ability to repay the advance from his own resources without recourse to the sale of such securities if such an occasion arises.

2. The securities pledged should be in market lot of the approved companies. The bank may delete or include some companies from the approved list at any time.

3. Minimum two different companies scrips may be given by the borrower for a single proposal.

4. Maximum loan will be considered upto 60% of the market value of the share. The market value will be the average closing quotation of Chennai/Mumbai Stock Exchange for the last three months on the last day of each month.

### **1.11.8 Substitution and Withdrawal**

The share pledged with bank can also be sold or withdrawn by substituting with another share of near equal value or cash. The substitution or withdrawal shall be allowed at a nominal service charges of 0.5% of the value of the scrips substituted or withdrawn.

### **1.11.9 Notice of Bank's Lien**

Notice of lien shall be sent to the Registrar of the concerned company, if necessary.

### **1.11.10 Security of Share Certificate**

The share certificates to be taken as security should be scrutinised to ensure:

1. That the scrips are genuine and bear the common seal of the company, the certificate number and the distinctive number of shares.
2. That the share certificates are not mutilated.
3. That the shares stand in the name of the borrower/ pledger.
4. That the transfer endorsements are made correctly.
5. That the shares are fully paid with due endorsements.

#### **1.11.11 Entitlement for Rights, Bonus, Dividend:**

The borrower is entitled to the rights, bonus, dividend, preferential allotment on the shares pledged by them. However, the substitution has to be made by the borrower for reduced value of scrips due to ex-right, ex-bonus, etc.

#### **1.11.12 Transfer of Shares**

In case of default in repayment, Bank may transfer the shares in its name. The stamp duty and other charges incurred in the transfer will be levied on the borrower.

#### **1.11.13 Recovery**

Without prejudice to sale of the shares pledged and any other mode of recovery, the loan amount together with interest, other charges, etc. are liable to be recovered as per the provisions of the Multi-State Cooperative Societies Act, 1984.

#### **1.11.14 Transfer of Shares**

Bank at its discretion may send the shares for transfer in its name under the following circumstances if necessary:-

- i) Default of loan repayment.
- ii) Before the lapse of the transfer deed.
- iii) Before the book closure/record date.

#### **1.11.15 Documentation**

The following documents shall be executed by the borrower:-

1. Demand Promissory Note (DPN)
2. Bond
3. Lien Letter to the Company (Annexure - 93)
4. Transfer Form (Annexure - 94)
5. Letter of Guarantee (Annexure - 95)
6. Signature verification form (Annexure - 96)

#### **1.11.16 Precaution:**

The bank shall watch the share market position regularly.

#### **1.11.17 Periodical Review**

Quarterly review of the scrips pledged shall be reviewed by the Policy Formulation & Development Division of Head Office.

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## BANK GUARANTEE

Cir.29/93/20/BOS, dt 12.07.93    Cir.37/96/24/PFDS, dt.22.10.96  
Cir.32/98/3/CMD, dt. 05.10.98

### 1.12.0 Scheme

The Scheme envisages issue of Bank Guarantee on behalf of member customers in favour of Government Departments, Public Sector undertakings, Corporations, Companies, etc.

### 1.12.1 Guarantee amount

The member customer shall make a formal request for issue of Bank Guarantee by placing a deposit not less than or equal to guarantee amount under the CC/FD scheme of the bank for a period not less than the term of guarantee period. The guarantee shall be for an amount equivalent to or less than the deposit amount (interest accrued on deposit should not be taken into account).

### 1.12.2 Period of Guarantee

1. The guarantee shall be issued for a specific period.
2. The period of guarantee shall not exceed the maturity date of deposit placed by the member customer.

### 1.12.3 Security for the guarantee

The Bank Guarantee shall be fully secured by equivalent amount of deposits.

Normally, a margin varying from 5% to 10% may be insisted.

### 1.12.4 Delegation of powers

The Branch Heads are delegated powers to issue Bank Guarantee, only against 100% deposits upto a limit of Rs.1,00,000/- under discretionary powers, strictly following regulations governing the scheme without any deviation. Issue of Bank Guarantee for an amount exceeding Rs.1,00,000/- shall have prior approval by Head Office.

### 1.12.5 Guarantee fee

For bank guarantee, guarantee fee is collected as follows:-

Upto Rs.1.00 lakh	- Rs.100/-
Above Rs.1.00 lakh	- Rs.250/-

### **1.12.6 Documentation**

Lien form (RCB-172) alongwith CC/FD receipt duly discharged by the member customer shall be obtained and lien shall be marked on the deposit.

### **1.12.7 Other Terms and Conditions**

1. Premature withdrawal or loan on deposit shall not be permitted as long as the bank guarantee is in force.
2. Unless and otherwise specified, a guarantee gets automatically extinguished on the date specified in the guarantee bond.
3. In case the Creditor invoked Bank Guarantee, the Bank shall first remit the amount under the Guarantee to the beneficiary (Creditor) immediately on receipt of claim if it is within the prescribed period and strictly according to guarantee terms adjusting the Deposit A/c.
4. If for any reasons like Court Injunctions, Honouring of the commitment is not possible, the beneficiary will be informed of the position assigning the exact reasons for the inability to honour the commitment and also the circumstances under which payments could be made.
5. If such delays are due to court injections, the commitments should however be met no sooner the injunctions etc. are vacated.
6. The bank reserves to itself the right to modify or alter or amend the terms and conditions and also to stipulate additional or new terms and conditions from time to time.

### **1.12.8 Reporting on Bank Guarantee**

The branches shall report details of guarantees issued under the scheme separately in Monthly Statistical Return in the format (Annexure - 98).

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## **DISCOUNTING OF CHEQUES**

Cir.No.30/93/21/BOS, dated 17.07.93

### **1.13.0 Purpose**

Cheque discounting is one of the ways of lending by Banks. The scheme envisages discounting of cheque facility to member-customers.

### **1.13.1 Eligibility**

1. The applicant should be a member of the bank.
2. He should be a depositor of the bank.
3. He should have a S.B. Account with the Bank and his operational performance with respect to the S.B. Account shall be satisfactory.
4. He should apply for discount of cheque facilities in the prescribed format (Annexure - 99) for the purpose.

### **1.13.2 Discount Limit**

The applicant should submit a formal application and request for discounting facility. The branches will appraise the proposal and sanction the required limit to be allowed to the customer in respect of discounting of cheque.

### **1.13.3 Period of Limit**

The limit will normally be valid for a period of one year. The limit will be reviewed once in a year. The branches shall review the limit for rejection or renewal of the same limit or for enhancement depending upon the performance of the customer.

### **1.13.4 Discount Charges**

Interest at 18% per annum for discounting of cheques upto 7 days and at 20% per annum beyond 7 days shall be charged on the value paid of the cheques discounted. (Interest for 7 days at 21% p.a. works out to 0.40 paise per Rs.100/- per week).

### **1.13.5 Security**

1. The borrower should produce adequate collateral security to cover the discount limit.
2. Lien should be marked on the deposits held by the borrower.

The limit shall thus be fully secured.

### 1.13.6 Accounting

As soon as the cheque is presented for discounting by the customer, the cheque shall be discounted for the face value and the amount credited to the S.B. A/c of the customer by passing the following journal entry.

	Rs.		Rs.
Bills receivable A/c.	Dr.	—	
To Party's S.B. A/c.			—

(Being the cheque discounted)

The party shall be paid through S.B. A/c the amount upto the limit sanctioned to him.

After realisation of the cheque, the Bank A/c shall be debited with the face value of the cheque crediting the Bills Receivable A/c.

	Rs.		Rs.
Bank Account	Dr.	—	
To Bills receivable A/c.			—

(Being the realisation of the cheque discounted)

Note:- On realisation of cheque discounted, bank charges if any should be debited to party's S.B. A/c.

The discount charges shall be collected from the party's S.B. A/c and the customer may be allowed to withdraw the balance amount of the cheque if any through the S.B. Account. The following journal entry shall be passed to transact the discount charges.

	Rs.		Rs.
Customers S.B. A/c.	Dr.	—	
To Misc. Income A/c.			—

(Being the discount charges received)

In case of dishonour of the cheques discounted, the following entries shall be passed:

	Rs.		Rs.
S.B. A/c of customer	Dr.	—	
Sundry Debtors A/c	Dr.	—	
To Bills receivable A/c.			—

(Being the dishonour of cheques discounted)

Immediate action shall be taken to recover the amount from the party in case of dishonour of the cheques discounted.

### **1.13.7 Others Terms and Conditions**

- i) Only cheques issued by Government Departments/reputed concern and reputed companies shall be entertained for discounting. Cheques issued by individuals should not be entertained under any circumstances.
- ii) The borrower should deposit all the cheques received by him into the S.B. A/c with this bank.
- iii) The account should be brought to credit within 10 days from the date of availing the facility each time.
- iv) The bank reserves to itself the right to modify or alter or amend the terms and conditions and also to stipulate additional or new terms and conditions from time to time.

\*\*\*\*\*



## **OVERDRAFT LOAN ON N.S.C., L.I.C. & K.V.P (ODL)**

Cir.No.8/92/BOS, dt. 21.02.92 Cir.14/98/5/PFDD, dt.18.05.98  
Cir.No.24/98/14/PFDD, dt.27.6.98 Cir.No.32/98/3/CMD,dt.05.10.98

### **1.14.0 Purpose**

The scheme is for granting of Term Loan/Overdraft facility to the permanent employees of various institutions, establishments and departments having business link with the Repco Bank. The scheme envisages providing financial assistance to eligible members against security of National Savings Certificate, Kisan Vikas Patra and L.I.C. Policies.

### **1.14.1 Eligibility**

1. The applicant should be a permanent employee of the eligible institution/establishment/department/organisation having business link with the Repco Bank. The bank reserves the right to decide the eligibility or otherwise of the institution.
2. He should be a member of the Bank.
3. In case of having availed salary loan from the Repco Bank under Salary loan scheme, minimum one year should have elapsed from the date of availing the loan and the account should be regular.
4. He should not have availed any loan from any other Co-operative Society/Bank. In case of having availed such loan from any society, he should obtain and produce to the bank the Liability Certificate or Loan Regularity Certificate.
5. He should be a depositor with the bank.

### **1.14.2 Loan amount**

#### **i) National Savings Certificate & Kisan Vikas Patra**

The loan under this scheme shall be restricted to 80% of face value of National Savings Certificate. Loan shall normally be granted against National Savings Certificate/Kisan Vikas Patra purchased one year earlier to the date of availing the loan.

However, loans can be considered against National Savings Certificate/Kisan Vikas Patra, taken less than one year period to the date of availing loan. In such cases, the loan shall be restricted to 75% of the face value only.

#### **ii) L.I.C. Policy**

In case of L.I.C. Policies, loan amount shall be restricted to 80% of the surrender value. Paid up value or face value will not be relevant to decide loan eligibility.

### **1.14.3 Rate of Interest**

The rate of interest for the loan shall be :-

Below Rs.2.00 lakhs	17.5% p.a.
Rs.2.00 lakhs & above	18% p.a.

Interest at normal rate of interest will be charged on the overdue interest as penalty.

Penal interest at 2% p.a. will be levied in case of default on the overdue principal.

In case of foreclosure of loan, the rate of interest will be 3% over and above the normal rate of interest.

### **1.14.4 Evaluation fee**

Evaluation fee of 0.1% of the loan amount subject to minimum of Rs.10/- shall be collected.

### **1.14.5 Repayment Period**

The loan is repayable within 3 years from the date of availing the loan.

### **1.14.6 Security**

The applicant should offer the National Savings Certificate/Kisan Vikas Patra/L.I.C. Policy as security for the loan. Lien in favour of Bank is to be marked on N.S.C./K.V.P./L.I.C. Policies should be assigned in favour of bank before availing the loan. Procedure for marking lien on National Savings Certificate with the Post Office and getting assigned L.I.C./K.V.P. in favour of the bank is furnished in the enclosure. Only after receiving lien confirmation from the Post Office and assignment confirmation from L.I.C., loan shall be released.

### **1.14.7 Documentation**

The following documents should be executed by the borrower:-

1. Demand Promissory Note
2. Undertaking letter (Form RCB-138) (Annexure-104)
3. Loan agreement Form-139 (Only for L.I.C. policies)  
(Annexure - 103)

Original lien marked N.S.C. and assigned L.I.C. Policies should be kept with loan documents under safe custody.

#### **1.14.8 Other Terms and Conditions**

following:-

1. The applicant should submit loan application in Form RCB-136 with the

- i) Salary Certificate of the applicant issued by the employer alongwith the details of all deductions.
- ii) The Liability Certificate and Loan Regularity Certificate in case he has availed any loan from any Cooperative Society/Bank.
- iii) The total cut back including deduction towards interest for the present loan should not exceed 40% of the salary (Basic + D.A.).
- iv) In the event of default in the repayment of the loan before the due date, the loan will be foreclosed and the bank will take further course of action as per Bank's rules to realise the entire dues.

#### **1.14.9 Discretionary Powers**

The branch heads are delegated discretionary powers to sanction the loan upto their limit. All loans sanctioned and disbursed under this scheme shall be reported in Monthly Statistical Return (M.S.R.) under Salary Loans.

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## OVERDRAFT LOAN AGAINST BONDS(ODL)

Cir.No.24/98/14/PFDD, dt. 27.06.98

### 1.15.0 Scheme

In addition to National Savings Certificate, Kisan Vikas Patra and L.I.C. policies, Bonds are also accepted as security under ODL.

### 1.15.1 Terms and Conditions

1. The bonds issued by IDBI, ICICI, IFCI and Nationalised Banks only shall be accepted.
  - 2) a. Bonds are fixed interest yielding instrument issued for a specific period alike Term Deposit. Bonds are not equity shares. Branches shall not give advance against equity shares.
  - b. These bonds can be redeemed or sold in the stock exchanges as per the terms of the concerned Bond.
  - c. The terms of Bonds differ with type of bonds.
  - d. Branches shall explore information of record date, change of address, other options, etc. from News papers from time to time.
  - e. Very many types of Bonds were issued by above DFIs and Nationalised Bank. Hence, before accepting the Bonds, the terms of Bonds printed on the overleaf shall be gone through and ensure that there is no ban for issuing loans against the Bonds.
3. The Bonds shall have transferability i.e. Bonds which are negotiable and transferable can only be accepted.
4. Bonds shall be in the name of the applicant either by allotment or transfer. If it is on allotment, name of the holder will be printed on the front side for the Bond. If it is on transfer, name of the holder will be written on the reverse side with due signature of the company.
5. In case of joint holding, all the holders shall execute the documents to the bank.
6. Bonds in the name of minors shall not be accepted.
7. Application (RCB-200) to be used for ODL against Bonds (Annexure-107).
8. Lien letter (RCB-192) in duplicate to be obtained from applicant (Annexure 108).
9. Two copies of lien letters (RCB-192) shall be sent to the Company by RPAD (The address is printed in the Bond) for marking our lien.

### **1.15.2 Quantum of Loan**

Loans upto maximum of 75% of the face value of the Bond may be considered.

Minimum Loan:- Rs.5,000/- and in multiples of Rs.1,000/-

Maximum Loan:- Rs.1.00 lakh.

### **1.15.3 Rate of Interest**

The rate of interest will be as follows:-

Below Rs.2.00 lakhs - 17.5 % p.a.  
Rs.2.00 lakhs & above - 18 % p.a.

Interest shall be payable quarterly.

### **1.15.4 Repayment period**

One year for Bonds which are of non-cumulative nature (wherever interest paid periodically).

Three years for cumulative Bonds (wherever interest is not payable).

However, the term of loan shall not exceed the maturity date of the Bonds.

### **1.15.5 Evaluation fee**

Evaluation fee of 1% of the loan amount shall be collected.

### **1.15.6 Sanctioning powers**

Branches are empowered to sanction loan upto Rs.25,000/-.

### **1.15.7 Default**

The pledged Bonds shall be sold in the market (if it is traded in Stock Exchanges) in the following circumstances:-

- i) In case of default in payment of interest for consequent three quarters.
- ii) In case of no principal repayment in due date.
- iii) No full closure on or before maturity date of Bond.

The following instructions shall be adhered to for sale of Bonds:-

- 1) Advance notice for selling the bonds to be given to Bond holders.
- 2) Bonds can be sold through authorised local stock brokers through Stock Exchanges preferably through National Stock Exchange.

3) Confirmation of sales issued by Stock brokers shall be kept in the individual's file.

4) If it could not be sold in market, send to company for transfer in the name of bank by using open transfer letter (RCB-169) (Annexure - 109).

#### **1.15.8 Joint Names**

Bonds in joint name may also be accepted. Among joint holders, one may be applicant, other/s may be co-borrower or/and guarantor. Transfer form and lien letter shall be signed jointly.

#### **1.15.9 R.S.J.B.- I Series & R.W.C.**

Repro Silver Jubilee Bond (I Series) and Repco Welfare Certificate may also be accepted as security under ODL.

Quantum of loan shall not exceed 75% of face value. Minor's deposits shall not be accepted. Application in RCB-200 has to be used. A copy of lien letter (RCB-172) shall be sent to Head Office to mark lien and acknowledgement to be obtained from Head Office for having marked lien.

Original certificate duly discharged to be kept at branch.

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## **OVERDRAFT ON DEPOSITS**

Cir.No.9/92/BOS, dated 10.03.92

### **1.16.0 Scheme**

Overdraft on deposits is granted against Fixed Deposits/Cash Certificates/Recurring Deposits.

### **1.16.1 Eligibility**

Loans will be given to members only.

### **1.16.2 Purpose**

The purpose of the loan should be genuine to the satisfaction of the bank like to meet working capital for the improvement of existing trade/business/industry, to meet urgent domestic needs, etc.

### **1.16.3 Loan Limit**

The Overdraft loan will be sanctioned upto 85% of the deposit amount. The accrued interest on the deposit should not be taken into account for the purpose of fixing the limit. Fixed Deposit/Cash Certificate should have been made for a minimum period of one year.

### **1.16.4 Security**

The deposit receipt/pass book duly discharged shall be deposited with the bank.

### **1.16.5 Rate of Interest**

The rate of interest will be 3% above the deposit rate. The payment of periodical interest on the Deposit should be credited to loan account and not to the party's Savings Bank Account/Other deposit account.

### **1.16.6 Repayment**

The overdraft facility is valid for one year from the date of arranging the loan. After the expiry of one year, the borrower must apply and get the limit renewed. When the overdraft account remains dormant for more than 6 months, the matter should be reported to Head Office for further action.

### 1.16.7 Documentation

The borrower should execute the following documents before availing the loan.

- 1) Demand Promissory Note.
- 2) Authorisation letter in Form No.RCB-172.
- 3) Letter of Continuity (Annexure - 112)

### 1.16.8 Maintenance of Loan Accounts

The loan availed by the party should be shown as debit balance in overdraft account and marked in red ink in the ledger. Whenever the balance in account comes to credit, due to excess remittance over the loan availed, the credit balance should be marked in blue ink.

The overdraft account can be maintained in the Saving Bank account ledger.

A separate account No.ODD 1,2,3, etc. may be given for each overdraft account.

### 1.16.9 Application of Interest

- a) Interest is to be calculated on daily debit balances at stipulated rate and hence produce system has to be adopted.
- b) The daily products in these accounts should be calculated and checked every day when checking the postings and balances in the account.
- c) When the account is carried forward to another folio, the progressive total of the products also should be simultaneously carried forward to the said folio and checked alongwith the other particulars such as balance, debit and credit totals, title of account etc.
- d) Balance should be rounded off to the next rupee for the purpose of calculation of interest. i.e. all fractions of a rupee are to be treated as full, rupee eg. Rs.5,824.17 is to be treated as Rs.5,825/-.
- e) Interest due shall be debited to the account on the last day of every calendar quarter, such interest being collected for the full quarter ending with 31st March, 30th June, 30th September and 31st December. If interest which debited to the loan at the quarter end is not reimbursed, normal interest shall be charged on the interest that is in arrears for the period for which it has remained overdue.
- f) In case, the borrower pays the interest (before or after debiting quarterly interest) the particular amount of interest shall be received for credit of the loan account and not towards interest account. In all cases, collection of interest should be routed through the loan account only.
- g) Interest has to be calculated from the date on which the advance is made. No interest is to be received on the date of which the account is closed and on the day when the balance is NIL or in credit balance.



#### **1.16.10 Confirmation of Balances in Overdraft Accounts**

The balance confirmation should be obtained from the borrower as on the last working day of every calendar quarter.

#### **1.16.11 Closing of Accounts**

When the liability is to be cleared in full, interest upto the date of closure should be first debited to loan account and the entire balance should be recovered by collecting the balance including the interest debited to the loan account.

The account should be closed duly casting the summations of the debit and credit sides which should tally. The Officer/Supervisor should check the same and then sign the ledger folio notice 'Account Closed' with date.

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## PERSONAL LOAN TO EMPLOYEES OF COMMERCIAL BANKS

Cir.No.5/99/1/CMD, Dated 16.2.99

### 1.17.0 Scheme

The scheme is granting Personal Loan to the permanent employees of Commercial banks.

### 1.17.1 Purpose

Any genuine purpose subject to the satisfaction of the sanctioning authority.

### 1.17.2 Eligibility

1. The applicant should be a permanent employee of Commercial banks.
2. He should be a member of our bank.
3. He should be a depositor of our bank. He should open atleast one Recurring Deposit A/c. (R.D. A/c.) for a minimum period of 24 months with the bank with monthly contribution of not less than Rs.50/-.

### 1.17.3 Loan Amount

The loan under the scheme shall be restricted to 4 times of Gross Salary subject to maximum of Rs.50,000/-.

### 1.17.4 Rate of Interest

1. Rate of interest will be 18% per annum.
2. Penalty at normal rate of interest will be charged on overdue E.M.I.(Principal and Interest).
3. In case of foreclosure of loan, the rate of interest shall be 3% over and above the normal rate of interest.

### 1.17.5 Security

The applicant should produce atleast one surety employed on a permanent basis in the same bank.

### 1.17.6 Repayment Period

The loan is repayable in 24 Equated Monthly instalments (EMI) which includes principal and interest.

### **1.17.7 Terms and Conditions**

1. The applicant should produce the following in the prescribed format alongwith the loan application:-

- i) Salary Slip of the applicant and the surety issued by the employer alongwith details of all deductions.
- ii) The applicant should give an authorisation to the employer to debit his S.B. A/c. in case of default on demand received from Repco Bank.

2. The total cut back including deduction towards Personal loan should not exceed 60% of the Gross salary subject to minimum take home pay of Rs.4000/-.

3. The repayment of loan will commence from the month following the disbursement of loan.

4. In the event of default in the repayment of two consecutive instalments of loan, the loan will be foreclosed and the bank will take further course of action under the Multi State Cooperative Societies Act, 1984, to realise the entire dues.

5. The applicant should produce copy of S.B. A/c. pass book and post dated cheques for the monthly instalments prior to release of loan.

6. The following documents should be executed by the borrower and surety.

- i) Demand Promissory Note.
- ii) Personal Surety Bond by the Surety.

7. Residential address proof such as Family card/I.T. PAN Number/ Telephone Bill shall be produced.

### **1.17.8 Sanctioning Authority**

The loan under the scheme shall be sanctioned by the respective Chief Manager/Branch Managers, after getting prior permission from Head Office.

The format of authorization letter to be given by the applicant to his employer is found in Annexure - 114.

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### **1.18.6 Repayment Period**

The loan is repayable in 12 Equated Monthly Instalments (EMI) which includes principal and interest.

### **1.18.7 Terms and Conditions**

1. The applicant should produce the following in the prescribed format alongwith the loan application:-

- i) Salary Slip of the applicant and the surety issued by the employer alongwith details of all deductions.
- ii) In case of business people, he should produce a copy of I.T. Assessment order/Sales tax Assessment order.
- iii) Copy of House Tax receipt shall be produced.

2. The total cut back including deduction towards Special loan should not exceed 40% of the Gross salary.

3. The repayment of loan will commence from the month following the disbursement of loan.

4. In the event of default in the repayment of two consecutive instalments of loan, the loan will be foreclosed and the bank will take further course of action under the Multi State Cooperative Societies Act, 1984, to realise the entire dues.

5. The applicant should produce post dated cheques for the monthly instalments prior to release of loan.

6. The following documents should be executed by the borrower and surety.

- i) Demand Promissory Note.
- ii) Personal Surety Bond by the Surety.
- iii) Undertaking Letter from the Employer.

7. Residential address proof such as Family card/I.T.PAN Number/ Telephone Bill shall be produced.

### **1.18.8 Sanctioning Authority**

The loan under the scheme shall be sanctioned by Head Office only.

## PERSONAL COMPUTER LOAN TO OFFICERS OF REPCO BANK

Cir.No.15/99/3/CMD, Dt. 12.04.99

### 1.19.0 Scheme

The Bank may grant to an Officer, confirmed in the Bank's service, a loan for the purchase of Personal Computer on such terms and conditions as the Board may decide generally or with reference to any particular loans having regard to the guidelines of the Government.

The following guidelines are issued in terms of provisions to Regulation of the REPCO Bank Officers' Service Regulations, 1994.

The loan may be sanctioned to an Officer confirmed in the Bank services for purchase of Personal Computer under the following terms and conditions:-

### 1.19.1 Eligibility

Only an Officer who has completed 5 years of continuous service in the Bank shall be eligible for the loan. The net salary after taking into account the instalment for his loan also, shall not fall below 40% of the gross. Only one loan in the entire service of an officer shall be considered.

### 1.19.2 Quantum of Loan

The maximum loan amount shall be Rs.45,000/- and the balance cost if any shall be borne by the Officer.

### 1.19.3 Rate of Interest

The rate of interest for the loan shall be 12% p.a. simple.

### 1.19.4 Recovery

The loan together with interest shall be repayable in 60 months provided that the Officer may select to repay in a shorter period if he so desires. The amount of interest will be calculated on the balance outstanding on the last day of each month.

### 1.19.5 Sanctioning Authority

The loan will be sanctioned by the Managing Director.

### 1.19.6 Documents

The following documents shall be obtained prior to release of loan:-

1. Quotation for purchase of Personal Computer.
2. Demand Promissory Note for the loan amount.
3. Hypothecation Deed for hypothecation of computer.
4. Letter of Authority from the Officer to recover the instalments from his monthly salary.

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## STAFF SALARY LOAN

Cir.No.7/90 (cr), dated 31.1.90

Cir.No.22/91/BOS,dated 03.5.91

Cir.No.27/91/BOS,dated 15.5.91

Cir.No.47/91/BOS,dated 26.9.91

Cir.No.22/92/BOS,dated 16.07.92

Cir.No.24/92/BOS/Cr.dt.18.08.92

Cir.No.50/95/I&CCS,dt 20.11.95

Cir.No.6/97/1/CCS,dated 22.3.97

Cir.No.22/97/15/PFDS,dt.01.8.97

Cir.No.17/98/8/PFDD,dt.26.05.98

Cir.No.14/99/10/CCD,dt.08.04.99

Cir.No.20/99/11/PFDD,dt.4.05.99

### 1.20.0 Eligibility

1. The applicant should be a confirmed staff of Repco Bank.
2. He/She should not avail any fresh loan from any other credit society or Bank.

### 1.20.1 Purpose

Any genuine purpose subject to the satisfaction of the sanctioning authority.

### 1.20.2 Loan Amount

#### Loan Eligibility

- |    |                                                      |   |                                                                                                      |
|----|------------------------------------------------------|---|------------------------------------------------------------------------------------------------------|
| a) | For those completed 5 years of confirmed service     | - | Loan amount shall not exceed Rs.50,000/- or 10 times of Salary (Basic Pay + D.A.) whichever is less. |
| b) | For those not completed 5 years of confirmed service | - | Loan amount shall not exceed Rs.10,000/-.                                                            |

### 1.20.3 Consolidation

Consolidation shall be permitted only once in a calender year. With a view to regulate the work connected with Salary Loan sanction, consolidations will be permitted during February/March or May/June in a year.

### 1.20.4 Interest

The rate of interest for the loan will be 13% p.a.

### 1.20.5 Repayment

Loan shall be recovered in 60 equal monthly instalments alongwith interest concurrently from the salary of the staff members.

#### **1.20.6 Deposit**

- a) Staff below the rank of Asst. Manager. - Minimum R.D. of Rs.100/-p.m.
- b) Staff above the rank of Senior Assistant - Minimum R.D. of Rs.150/-p.m.

#### **1.20.7 Assets and Liabilities**

Alongwith the application, staff member should furnish a Statement of Assets and Liabilities.

#### **1.20.8 Documentation**

The following documents should be executed by the applicant:-

- a) Demand Promissory Note.
- b) Irrevocable authorisation to the Management to recover the dues from the salary or in the case of default/death, recovery from the amount payable to him/her for the services rendered in the bank.

#### **1.20.9 Sanctioning Authority**

All loans under the scheme shall be sanctioned by the Managing Director irrespective of the loan amount.

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	The Repatriates Cooperative Finance & Development Bank Ltd. <b>REPCO BANK</b> (Govt. of India Enterprise) H.O.: 33, North Usman Road, T.Nagar, CHENNAI - 600 017.	Branch

Member No.	<b>APPLICATION FOR JEWEL LOAN</b> (To be filled in Block Letters)	A/c No.

Name	Mr./Ms.	Age
Address	Present	Permanent
Phone No.		

Introducer Name	Mem. No.	A/c No.

Sir,

Please grant me a loan of Rs. .... (Rupees ..... Only) on the pledge of my Gold Jewels as described in the schedule in Column 1 to 3 below :

I have not availed Jewel Loan previously from any other Branch of your Bank.

I shall not hold the Bank liable for any loss to the Jewel to be pledged by competent authorities and undertake to discharge the loan immediately in case the Jewels is removed from the Bank by competent authorities or give the Bank other securities to the satisfaction of the Bank.

If the value of the pledged Jewels decreases due to any reason whatsoever I agree to pay the Bank the difference between loan with interest and market value of the Jewels.

I declare that the Jewels now sought to be pledged is/are my own.

I shall abide to the Regulations governing the issue of Jewel Loan and amendment thereon from time to time.

<b>SCHEDULE</b> Description of pledged jewels with their valuation by Appraiser.										
S.No.	Particulars of Jewels	No. of Items	Weight in Grams						Value Rs.	
			Gross Weight		Weight Ignored		Net Weight			
			Gr.	mg.	Gr.	mg.	Gr.	mg.		
1	2	3	4		5		6		7	
<b>TOTAL</b>										
Net Weight :			X Rs.		= Rs.					
I certify that the quality of the above pledged jewels is genuine and their weight and value as noted in Col. 4 to 7 are correct.						The above jewels are appraised and sealed in my presence				
Dt. _____						Signature of Applicant				
Signature of Appraiser										



SANCTION					
JL. No.	Voucher No.	80% of Estimated Value Rs.	Loan Sanctioned Rs.	Entered in Ledger / Computer by	Entered on
Assistant			Officer		

Place:

Date :

ON DEMAND, I .....  
 promise to pay the Repatriates Co-operative Finance & Development Bank Ltd., or order, the sum of Rs. .... (Rupees.....  
 ..... only) for  
 value received together with interest at ..... % per annum or any other interest prescribed by the bank from time to time and Penal interest, fee, charges thereon as laid in the regulations of the Bank.

Rs. \_\_\_\_\_

Borrower

### BOND

As Security for the due repayment of sum of Rs..... with interest due herein under the promissory note dated ..... executed by me in favour of the REPCO Bank Ltd., for Rs ..... with interest as specified therein and any charges thereon, I have pledged with you the Jewellery belonging to me with the weight in grams as shown in the schedule which has been valued by Bank at Rs..... In the event of my failing to pay the debt on the due date, as I know the due date of repayment of this debt, no further demand and for sale is necessary to be sent to me. However Bank at its discretion may send a demand / sale notice to my last given address. I do hereby authorise the Bank to dispose of the said security. I also bind myself to make good any deficiency in connection therewith. I undertake not to take any objection to the regularity on the sale proceedings in respect of the pledged jewellery with the Bank and I will not be entitled to claim any damages against the bank on want of notice or irregularity or invalidity in the proceedings for the sale of Jewels. I further declare that the Jewels lodged by me is genuine gold and belongs to me and no one else has any claim or interest over them.

Dated at this ..... day of ..... One Thousand Nine Hundred and Ninety .....

Borrower

AT THE TIME OF REDEMPTION
Received the jewels described in the schedule at prepage in good condition
Signature of Borrower

**ANNEXURE - 2**  
**JEWEL LOAN**

RCB 108

REMINDER NOTICE - 1

\_\_\_\_\_ Branch

Telephone No:

NOTICE

Sir/Madam,

The undermentioned Jewel Loan availed by you from Bank has become overdue from \_\_\_\_\_. Please therefore remit the dues as detailed below immediately and redeem the jewels pledged by you.

Loan No.

Rs. P.

As on \_\_\_\_\_.

Principal  
Interest  
Penal Interest  
Mis. expenses  
Total dues

Manager.

ANNEXURE - 3

JEWEL LOAN

REMINDER NOTICE - 2

Phone No. \_\_\_\_\_

Regd. Post with Ack. due  
Dated:

To  
Sri/Smt

Sir / Madam,

Ref: 1. Your Jewel Loan No.  
2. Our Notice dated  
\*\*\*\*\*

Your failure to repay the loan dues even after issue of our notice vide reference (2) cited is regrettable. Your Jewel Loan is overdue from \_\_\_\_\_. The amount indicated below should be repaid within 15 days from the date of receipt of this notice. Failure to remit the dues will result in public auctioning of your jewels pledged without any further notice to you.

	Rs.	P.
Principal		
Interest		
Others		
Total		

as on \_\_\_\_\_.

We hope you will take immediate action to clear the dues so as to avoid any further unpleasant things.

Yours faithfully,

Manager.

RCB - 109/A.



**ANNEXURE - 5**

**JEWEL LOAN**

RCB-B/110

**AUCTION RECORD**

Details of Auction of Jewels conducted on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in the Branch premises at \_\_\_\_\_ in the presence of Sri \_\_\_\_\_ Jewel Auctioner and Sri \_\_\_\_\_ Asst./Development Manager.

-----  
Sl. J.L. No. Name of Name of Maximum Signature  
No. & Date Borrower Bidder & Bid Amount of Bidder  
Address  
-----

-----  
Signature of  
Jewel Auctioner.

Signature of  
Manager/Asst.  
Manager of the  
Branch.

ANNEXURE - 6

JEWEL LOAN  
(OVERDRAFT)

RCB: 105

LETTER OF CONTINUITY

To  
The Branch Manager,  
Repatriates Cooperative Finance  
and Development Bank Limited,  
-----  
Branch.

Dated:

Sir,

I ----- S/o -----  
residing at -----  
----- member of your Bank vide  
----- give this Letter of Continuity in continuation  
of Demand Promissory Note executed by me.

I am to remain liable on the Demand Promissory Note  
executed by me today notwithstanding the fact that by payments  
made into the Jewel Loan account from time to time be reduced or  
extinguished or even that the balance of the said account may be  
at the credit.

I declare that my liability is to operate continuously  
for the balance from time to time, interest, penal interest,  
penalty, fees, charges due to the Bank and also for the ultimate  
balance to become due on the said account and the said account is  
not to be considered to be closed and the Demand Promissory Note  
is not to be considered exhausted by reason of the said Jewel  
Loan account being brought to credit at any time or from time to  
time or of its being drawn upto the full extent of the said sum  
is afterwards reopened by a payment of credit.

Yours faithfully,

(BORROWER)

ANNEXURE - 7  
JEWEL LOAN

RCB-j/114

**SPECIMEN LETTER FOR RECALLING JEWEL LOAN**  
(to be sent in Branch Letter Head)

To:  
Sri/Smt

Sir/Madam,

Sub: Jewel loans - recalling of Jewel  
loan issued to Sri/Smt  
- reg.

Ref: J.L. No.                      dt.  
for Rs.  
\*\*\*\*\*

We bring to your notice the Jewel Loan dues as on \_\_\_\_\_

Principal	Rs.
Interest	Rs.
Penal Interest	Rs.
Others	Rs.
	-----
TOTAL	Rs.
	-----

The value of jewels pledged under for the loan account is incommensurate to the loan amount. Hence, you are called upon to remit the entire loan dues indicated above on or before \_\_\_\_\_ failing which, we will be constrained to proceed with auction process in order to realise the loan dues with other costs without any further intimation to you.

In case of any shortfall in the realisation of loan dues and other costs, we will proceed against you under the provisions of Multi State Cooperative Societies Act 1984.

Yours faithfully,

Chief/Branch Manager.

**ANNEXURE - 8**  
**JEWEL LOAN**

**JLS RENEWAL REQUISITION LETTER**

RCB-J/113

From

To  
The Manager,  
REPCO Bank,  
\_\_\_\_\_ Branch.

Sir,

Sub: Jewel Loan Special - Renewal of  
loan for further period of six  
months - reg.

Ref: My JL (S) A/c. No. \_\_\_\_\_  
\*\*\*\*\*

I request you to renew the above Jewel Loan account for a further period of 6 months. I have paid the interest upto date and shortfall in principal (if any).

I shall abide by the terms of my original application, Demand Promissory Note and Bond and the rules and regulations of your Bank.

Yours faithfully,

(BORROWER)

OFFICE USE:

-----  
Old JL No.    Old Loan Amount    New JL No.    Date of renewal    Amount  
-----

-----  
Confirmed that this is the first renewal.

Renewal is sanctioned.

MANAGER.



ANNEXURE - 9

JEWEL LOAN

INDEMNITY BOND - ISSUANCE OF FRESH I.D. CARD

This deed of Indemnity executed at Madras by Sri \_\_\_\_\_ herein after referred to as the Borrower (hereinafter referred to as the party of the I part) to and in favour of this Repatriates Co-operative Finance and Development Bank Ltd., hereinafter referred to as the Lender / Bank (party of the II part).

Whereas the Borrower had borrowed a sum of Rs. \_\_\_\_\_/- vide J.L. A/c. No. \_\_\_\_\_ dated \_\_\_\_\_ from the Lender/Bank and as security for the same pledged jewellery as detailed below:

The Market Value of the Jewels is Rs. \_\_\_\_\_.

Whereas the Lender/Bank had at the time of pledge, give to the borrower a jewel card acknowledging the pledge and the particulars of the jewels pledged and whereas the borrower at the time when he redeems that pledges is to return the jewel card issued by the Lender/Bank.

Whereas the Borrower has misplaced the Jewel Card and is not able to produce the same inspite of all diligent search, and whereas the Lender/Bank required a deed of indemnity to be executed in favour of the Lender/Bank indemnifying the Bank against any claim in respect of said pledge of jewels by reason of the loss of the said jewel card and by production of the original by the party.

NOW THEREFORE THIS DEED OF INDEMNITY WITNESS:

That in persuance thereof and in consideration of the Lender/Bank delivering a duplicate of the Jewel Card in place of the lost original jewel card for the pledge of jewel by the party of the first part borrower, the party of the first part doth hereby agrees to indemnify the Lender/Bank party of the second part against claim, loss, damage or expenses that may be incurred by the second party by reason of the issue of such fresh jewel card.

IN WITNESSES WHEREOF I, the said Sri \_\_\_\_\_,  
Neither to set my hands this \_\_\_\_\_th day of \_\_\_\_\_ 1999.

BORROWER

WITNESSES:

1.

2.

To

The Manager  
REPCO Bank Ltd.,

.....Branch

Dated:

**T. NAGAR BRANCH**

1. Name of the Applicant/s			
2. Member No.			
3. Father's / Husband's Name			
4. Business Address		⊙ :	
4A. Whether the business premises is own? If so, details			
5. Residential Address		⊙ :	
5A. Whether the Residence is own? If so, details			
6. Constitution	7. Year of establishment		
8. Occupation / Line of activity and Experience			
9. Details of Licences and other Registrations, if any, relating to the business.			
10. SALES TAX:			
Registration No.		Year upto which Assessed	Sales-Tax paid upto
Registration No. valid upto		19..... 19.....	19..... 19.....
Year : 19..... 19.....			
11. INCOME TAX:			
Year upto which Assessed			
19..... 19.....			
Tax paid upto date:		YES / NO	



17. Name(s) of Proprietor/Partners/Directors :

Name and Address	Age	Capital in the Business Rs.	Individual networth Rs.	Assets outside the business Rs.	Total Income Rs.

18. Purpose of Advance :

Sl. No.	Investment	Total Cost Rs.	Margin Money Rs.	Amount of Advance/Finance Required Rs.	Repayment Schedule/ Period
i)	Construction of Work Shed, etc.				
ii)	Cost of Equipment/Machinery				
iii)	Working Capital				
iv)	Other purpose				
v)	Hire purchase finance for ..... .....				

Remarks of Inspecting Official on the proposed investments:

19. Particulars of Turnover :

During the past 3 years			Anticipated for the next 3 years		
Year	Sales/ Turnover Rs.	Profit Rs.	Year	Sales/ Turnover Rs.	Profit Rs.

20. Particulars of Sureties / Guarantors :

Name and Address	Member No.	Age	Capital in Business Rs.	Individual networth Rs.	Assets Outside Business Rs.	Annual Income Rs.
1)						
2)						

I am willing to be a Surety / Guarantor to the Bank for any financial facilities to be granted to the applicant I have furnished the above information which is true and correct to the best of my knowledge and belief.

(1) .....

(2) .....

Signature of Surety / Guarantor

21. Particulars of Immovable properties offered as security :

Sl.No.	Particulars	Location and Survey No.	Extent and description	Value	Subsisting Charges, if any.

21. (a) Particulars of other securities offered (such as LIC Policy / Machinery / Vehicle)

All the information furnished by me / us in this application is true and correct. I/ we will abide by the rules of the Bank.

Place :

DATE :

Signature of the Applicant(s).

List of enclosures :

- 1) Certified copies of Audited/Proforma Balance sheets and Profit and Loss Accounts for the last three years.
- 2) Copy of Partnership Deed/Memorandum and Articles of Association (as applicable)
- 3) Statement of Assets and Liabilities of the Proprietor/Partners, Directors, Co-obligants.
- 4) Title Deeds as Securities offered and valuation certificate.
- 5) Project Report.
- 6) Copy of Lease Deed and upto date Rent Receipts.
- 7) Original Invoice of Machinery vehicle / Consumer durables in the name of Bank for HPF
- 8) Market tie up / Market arrangements and copy of firm orders, if any.
- 9) Copy of Certificate of Commencement of Business (in case of Limited Company) and Firm Registration Certificate (Partnership concern).
10. Copy of S.S.I. Registration Certificate.
11. Details of Land, Building and Machinery.
12. True copies of the last Income Tax Assessment Order and Sales Tax Assessment Order.

**ANEXXURE - 11**  
**DEVELOPMENT LOAN**

R C B 112/8

Inspection cum Appraisal Report (for Branch use)

**CONFIDENTIAL**

Branch: \_\_\_\_\_

1. Name of the Applicant and Address : \_\_\_\_\_

---

2. Date of Establishment : \_\_\_\_\_

---

3. Whether business premises is own / rented : \_\_\_\_\_  
Distance from Branch : \_\_\_\_\_ Kms.

---

4. Whether Rental Agreement enclosed : \_\_\_\_\_ Yes / No  
Whether latest Rental Receipt enclosed : \_\_\_\_\_ Yes / No

---

5. Name(s) of Proprietor / Partners / Directors : \_\_\_\_\_ Past experience in the line.  
i) \_\_\_\_\_  
ii) \_\_\_\_\_  
iii) \_\_\_\_\_  
iv) \_\_\_\_\_

---

6. Are basic books of accounts being maintained? (If not, introduce them). : \_\_\_\_\_

---

7. Nature of business (Give details) : \_\_\_\_\_

---

8. Sources / Major suppliers of raw materials : \_\_\_\_\_

---

9. No. of firms engaged in similar activity in the same locality. : \_\_\_\_\_

---

10. How will the competition be met successfully? : \_\_\_\_\_

---

11. Previous experience of the Applicant with the Bank :
  - a) Whether the Applicant is a regular customer? : \_\_\_\_\_
  - b) How long is the Applicant having dealings with the Bank? : \_\_\_\_\_
  - c) Is the Applicant respectable, honest and credit worthy? : \_\_\_\_\_
  - d) Whether contributions to D.D./N.O.S.B. are regular? : \_\_\_\_\_

e) Remittances for the last nine months:

Month	D.D.	NOSB	Month	D.D.	NOSB	Month	D.D.	NOSB
..... Rs.....	Rs.....	.....	..... Rs.....	Rs.....	.....	..... Rs.....	Rs.....	.....
..... Rs.....	Rs.....	.....	..... Rs.....	Rs.....	.....	..... Rs.....	Rs.....	.....
..... Rs.....	Rs.....	.....	..... Rs.....	Rs.....	.....	..... Rs.....	Rs.....	.....

- f) Past dealings with the Bank, Whether regular or irregular :
- g) Any other observations :

12. Explain how the proposed loan will be utilised by the Applicant :

- 13. a) Name of Bankers :
- b) Whether confidential opinion from other Banks/Financial Institutions obtained? (If so, enclose copy) :

14. Present Assets and Liabilities with the Bank :

	Type & Account No.	Date of opening	Amount outstanding Rs.	Type & A/c. No. (Nature of loan including direct Loans)	Loan amount availed & Date Rs.	Loan amount outstanding Rs.	Amount over-due Rs.	If irregular, the reasons
APPLICANT	D.D.							
	N.O.S.B							
	F.D./R.D./C.C.							
		Total		Total				
SURETY	D.D.							
	N.O.S.B/							
	F.D./R.D./C.C.							
		Total		Total				

15. Value of collateral security : Rs.....

16. General Remarks: :

I have verified the particulars furnished in the application and found them correct. I concur with the estimates. I recommend the following facilities for sanction/ I do not recommend any credit facility for the reasons given above:

Nature of facility DL/ CC/ML, etc.	Loan Amount Rs.	Rate of Interest % p.a.	Purpose	Repayment Schedule/ Period	Security	Name of Surety Guarantor & M.No.

Place:

Date :

Asst. Manager

Manager.



ANNEXURE - 12

DL. - DOCUMENT

12-I DPN

RCB 114

Place :

Dated :

ON DEMAND, I..... Son of

Member Ship No.....

doing business at No.....

..... Promise to pay the REPATRIATES

CO-OPERATIVE FINANCE AND DEVELOPMENT BANK LIMITED, having its office at

No: 33, North Usman Road, T.Nagar, CHENNAI - 600 017. or order the Sum of Rs.....

(Rupees ..... Only)

for value received with interest thereon at ..... per annum or at such other rate/rates

as may be fixed from time to time.

Rs...../-

BORROWER.

Witnesses :

1.

2.

Before Me.

12 - II BOND

BOND Jointly executed on the ..... day of ..... 199 , by  
(1) Shri ..... Membership No..... Son of  
..... doing business at No.....  
.....  
residing at No.....

and (2) Shri..... Membership No.....  
Son of ..... residing at No.....

in favour of the Repatriates Co-operative Finance and Development Bank Limited, No. 33, North Usman Road, T.Nagar, CHENNAI - 600 017 herein after referred to as the Bank.

2) At the desire of Nos. 1 & 2 No.1 has been granted by the Bank a loan of Rs.....  
(Rupees.....only)  
for working capital for the business at No.....

3) We promise to repay this amount with interest at ..... per annum in .....  
equal monthly instalments. Should we fail to pay any instalment of the loan or interest, as the same falls due, we bind ourselves to pay penal interest @ 2% extra on all such overdue instalments or interest from the date of default to the date of payment. Should we fail to pay the normal interest due as at the end of the quarter as per Condition No.5 (iv) of the letter of sanction of loan, we bind ourselves to pay penalty on such overdue interest at rates prescribed from time to time by the Bank from the date of default to the date of payment. We further, agree that for default of payment of an instalment, the bank may foreclose the loan account and proceed to recover the amount legally with interest at ..... per annum thus due from the date of closing the loan account to the date of recovery of the amount; either from all or any of us, and/or the properties belonging to us.

4) We agree to abide by the byelaws of the Bank and regulations now inforce and those that may be enacted hereafter from time to time.

1.

2.

Signatures

Witnesses:

1.

2.

Before me.

ANEXXURE - 12

DL. - DOCUMENT

12-III ARTICLES OF AGREEMENT

5

ARTICLES OF AGREEMENT MADE THIS ..... day of ..... 199 ..... by Shri  
..... Son of ..... M.No..... and doing business at  
.....  
..... (herein after called the "Borrower") of the  
First Part and Shri ..... Son of .....  
M.No..... and residing at .....  
..... (hereinafter called the Surety/ies) of the Second Part in favour  
of the Repatriates Co-operative Finance and Development Bank Limited, a Co-operative Society registered under the MultiState  
Cooperative Societies Act, 1984 and having its office at No. 33, North Usman Road, T.Nagar, Chennai - 600 017. represented by its  
Managing Director (hereinafter called the "Bank")

WHEREAS THE BORROWER/S is/are in need of money for the purpose of .....  
and at the request of the Borrower/s and the Surety/ies as per their application dated ..... for Rs.....  
the Bank has agreed to grant to Borrower/s loan of Rs..... (Rupees.....  
.....) upon the terms set forth in these presents and in other documents listed in the schedule  
hereto and/or such other documents as may be executed by the Borrower/s hereafter (hereinafter collectively referred to as  
security documents).

1. The Borrower/s hereby agrees/agree and undertake/s that the said advance shall be governed by the terms herein  
contained as well as those embodied in the security documents except in so far as the security documents may expressly or by  
necessary implication be modified by these presents.

2. The Borrower/s expressly agrees/agree and undertake/s that the said advance shall be utilised exclusively for the  
purpose mentioned herein above and for no other purpose.

3. In consideration of the sum of Rs...../- to be paid by the Bank Borrower/s hereby confirms/confirm  
having agreed to repay to the Bank, the Principal sum of Rs...../- (Rupees .....  
in..... monthly/quarterly/yearly instalments on or before 5th of every succeeding month as mentioned in 1st  
schedule.

The Borrower/s agrees/agree that interest on the said Principal sum of Rs...../- or on so much thereof as  
shall from time to time remain unpaid shall be repayable monthly at the rate of .....% per annum or at such rate as may be  
charged by the Bank. We hereby agree to pay Penal Interest @ 2% per annum or at such rate as may be charged by the Bank from  
time to time on the amounts overdue. in case of default. The borrower/s hereby agrees/agree that in the event of interest payable  
at the end of quarter as per condition No. 5(iv) of Letter of Sanction, remain unpaid on the due date penalty at rates prescribed  
from time to time may be charged by the bank on such overdue interest from the date of default to the date of payment.

The Bank has the right to foreclose the loan in case the Borrower defaults in the repayment of the Principal with interest or  
if the Borrower is not abiding by the terms and conditions stipulated in the security documents executed by the Borrower in favour  
of Bank without giving any Notice to the Surety/ies and the surety/ies hereby agree that in the event of foreclosure, the liability  
towards interest will be at ..... % per annum.

4. The Borrower/s agrees/agree that if monthly interest and/or any instalment of Principal is not paid on due dates, the  
arrears in the loan shall bear penal interest at the rate fixed by the bank for such loans from time to time until the interest and/or  
the instalment of the Principal in arrears as the case may be is paid.

5. The Borrower/s agrees/agree that all the rules of business of the Bank are now in force and hereafter to come into force.  
shall in all respects be completely binding on the Borrower/s.

6. The Borrower/s hereby undertakes/undertake to intimate to the Bank any change in address of the Borrower/s and in the  
event of any failure on the part of the Borrower/s to intimate the change in address, it will be sufficient if the Bank serves a notice  
recalling the dues to the last known address of the Borrower/s and take necessary steps to recover the dues.

7. Notwithstanding anything contained herein to the contrary or in the security documents and irrespective of the dates of  
instalments fixed for the repayment of the loan, the Bank will be at liberty at its sole discretion to demand by notice in writing and  
recover the entire amount outstanding with interest and other dues and also to enforce the security or recover the moneys in any  
other manner which the Bank thinks fit.

8. The Borrower/s on demand will pay all reasonable costs incidental to this security/ies.

9. The Borrower/s shall not without the written consent of the Bank, create in any manner any charge, lien or other encumbrance on the security/ies given to the Bank in respect of such advances or create any interest in such security/ies in favour of any other party or person.

10. The Borrower/s shall insure and keep insured to the satisfaction of the Bank all the properties constituting the Bank's security for the loan against fire and all other risks in a sum equivalent to its full market value with an Insurer approved by the Bank in the joint name of the Bank and the Borrower/s or otherwise and Bank may require or stipulate and shall duly and punctually pay all premium and shall not do or cause or suffer to be any act which may invalidate or avoid such insurance and shall deposit the insurance policy and all cover notes, premium receipts and other documents connected thereto with the Bank. Any moneys realised from insurance shall at the option of the Bank be applied either in reinstating the security or in payment of the loan advanced and interest or both. Should the Borrowers fail to insure or fail to deliver the policies or receipts for premia duly endorsed as aforesaid within three days after demand, the Bank shall be at liberty though not bound, to effect such insurance at the expense of the Borrower/s

11. The Borrower/s shall, upon every request of the Bank allow the Bank's nominee servant or agent to inspect the Borrower/s premises, Plant and Machinery and Borrower/s Books of account for ensuring that the Borrower/s has/have duly complied with the terms of the advance.

12. The Bank shall be at liberty to furnish to any financial institution of India any such information or report, whether received by the Bank from the Borrower/s or otherwise in the Bank's possession.

13. The Borrower/s will furnish the Bank all such information as the Bank may require for the Bank's satisfaction as to due compliance with the terms of advance and all such periodical reports and information in such time and in such form and containing such particulars as the Bank may call for, the purpose of ascertaining the results of the utilisation of the said advance.

14. In Consideration of the Bank having agreed to advance Rs. .... /- (Rupees ..... Only) to the Borrower/s as aforesaid the Surety/ies above named hereby agree/s and covenant/s with the Bank that :

- (a) If any money payable by the Borrower/s falls due and the same remain unpaid, the Bank will be entitled to recover the same from the Surety/ies notwithstanding the remedies the Bank have against the Borrower/s.
- (b) This guarantee shall be in force and subsisting whether the whole of the said sum of Rs. .... /- shall be actually advanced or not.
- (c) The Bank shall be at liberty at any time to grant to the Borrower any time or indulgence or make any other arrangement with him as the Bank may think without discharging or in any manner affecting his (surety) liability under the guarantee obligation hereby undertaken by him.
- (d) If the Guarantee obligation hereby undertaken by him becomes inoperative or unenforceable for any reason whatsoever that amounts due under these presents shall be paid by him (surety) as Principal debtor and the Bank shall be at liberty to recover the same accordingly.

SCHEDULE-I.

## SCHEDULE II.

S.No.	Date of Document	Parties	Brief Description	Brief Particulars of property secured by Instrument
1.		Bank and Borrower	Loan Sanction Order	Terms and Conditions of Sanction of Loan.
2.		Borrower	Demand Promissory Note.	Loan of Rs.
3.		Borrower and Surety	Bond	Loan of Rs.
4.		Borrower	Deed of Hypothecation	Stock in trade, Machinery etc.
5.		Borrower	Authorisation Letter.	Loan Repayment.

IN WITNESSETH whereof the Borrower, Surety have signed this agreement at  
and year above mentioned.

on the day, month

The Contents of this deed have been read over and interpreted in  
language known to us and have admitted by us to be true and correct

SURETY

BORROWER

Before Me.

## 12-IV HYPOTHECATION OF GOODS/STOCK-IN-TRADE AND MACHINERY

The Repatriates Co-operative Finance and Development Bank Limited, a Co-operative Society registered under the Multi State Co-operative Societies Act, 1984 and having its Head Office at No. 33, North Usman Road, T.Nagar, Chennai - 600 017 and represented by its Managing Director (hereinafter called the "BANK") having at the request of M/s.....

..... Son of ..... (Membership No.....) doing business at No.....

(Hereinafter called "THE BORROWERS") granted or agreed to grant a loan of Rs..... (Rupees.....

..... Only) at their..... branch or any other branch of the

BORROWERS to remain in force until closed by the Bank and to be secured by goods/stock -in-trade/machinery to be hypothecated with the Bank, it is hereby agreed by the Borrowers jointly and severally with the Bank as follows:

2. THE BORROWERS hereby hypothecate in favour of the Bank the goods, Stock-in-trade machinery described in general terms in schedule (hereinafter referred to as "THE HYPOTHECATED GOODS/MACHINERY") which expression shall include all products, goods, stock-in-trade, machinery, motors, equipments, tools, spare parts and accessories and movable property of any kind belonging to the Borrowers which now or hereinafter from time to time during this security shall be brought in, stored, planted, and fitted or be in or about the Borrower's premises or shop at No..... or wherever else the same may be as security for the payment by the Borrowers to the Bank of the balance due to the Bank at any time or ultimately on the closing of the said lending facility and for the payment of all debts and liabilities mentioned in the clauses hereof. The expression "THE BALANCE DUE TO THE BANK" in this and subsequent clauses of this agreement shall be taken to include the principal moneys from time to time advanced to the Borrowers by the Bank and also all interest thereon calculated from day-to-day at the rate hereinafter mentioned and the amount of all charges and other expenses which the bank may have paid or incurred in any way in connection with the hypothecated goods and machinery or the sale or disposal thereof.

3. The Borrower shall permit the Bank, their Officers, Agents and Servants from time to time and at all times to enter upon the godowns or premises wherein the hypothecated goods/stock-in-trade/machinery or any part thereof may for the time being be and to view, inspect and value the same and take inventories thereof or to take possession thereof and render to the Bank and their servants all facilities as may be required for any of the purposes aforesaid.

4. The Borrowers shall punctually pay all rents, taxes and other outgoings of the godowns and premises wherein the hypothecated goods/machinery shall be and keep the same free from distress.

5. The hypothecated goods/stock-in-trade and machinery shall be insured against fire risk by the Borrowers in an insurance office or offices approved by the Bank and in the name and for the sole benefit of the Bank for their full market value and that the Borrowers will on demand deliver to the Bank all Policies for and receipts for premia paid on such insurance endorsed and assigned with the full benefit thereof in favour of the Bank. Should the Borrowers fail to insure or fail to deliver the policies or receipts for premia duly endorsed as aforesaid, three days after demand, the Bank shall be at liberty to effect such insurance at the expense of the Borrowers.

6. That all sums received under any such insurance as aforesaid shall be applied in or towards the liquidation of the balance due to Bank for the time being and in the event of there being a surplus, the same shall be applied as provided by the clauses hereof.

7. That the Borrowers shall make and furnish to the Bank all statements and returns of the cost and market value of the hypothecated goods/machinery and full description thereof and produce such evidence in support thereof as the Bank may require from time to time.

8. That the interest at the rate of % per annum or such other rate as may be fixed by the Bank from time to time and notified by the Bank in its Notice Board shall be calculated and charged on the loan amount in the Bank's favour until the same is fully liquidated and shall be paid by the Borrowers as and when demanded by the Bank.

The Borrower hereby agrees to pay a penal interest % p.a. above the normal rate or such rate/s as may be charged by the Bank from time to time on the amounts overdue, in case of default. The borrower/s hereby agrees/agree that in the event of interest payable at the end of quarter as per Condition No.5 (iv) of Letter of Sanction, remain unpaid on the due date, penalty at rates prescribed from time to time may be charged by the bank on such overdue interest from the date of default to the date of payment. The Borrowers hereby agrees/agree that in case of default in repayment of principal sum with interest for consecutive three months or if the Borrower does not act according to terms and conditions as stipulated in Loan Sanction Order and other documents executed by the Borrower in favour of the Bank, the Bank is at liberty to foreclose the loan account and charge interest at % per annum or such rate as may be charged by the Bank from time to time.

That the hypothecated goods and machinery and all sales, realisations and insurance proceeds thereof shall be held as Bank's exclusive property specially appropriated to this security and the Borrowers will not create any mortgage, charge, lien or encumbrance effecting the same or any part thereof.

9. The Borrowers hereby undertakes /undertake to intimate to the Bank any change in address of the Borrower/s and in the event of any failure on the part of the Borrower/s to intimate the change in address, it will be sufficient if the bank serves a notice recalling the dues to the last known address of the Borrower/s and take necessary steps to recover the dues.

10. That on demand by the Bank, the Borrowers shall pay the balance due to the Bank together with all further interest at the rate above mentioned and the loan amount of all further charges and expenses if any to the date of payment provided that nothing contained in these clauses herein shall be deemed to prevent the Bank from demanding payment of the interest due at the above mentioned rate without at the same time demanding payment of the balance due to the Bank exclusive of such interest.

11. The bank and their officers and Agent shall be entitled at any time as if absolute owners and without notice to the Borrower but at the Borrower's risk and expense and if so required as Attorneys for and in the name of Borrowers to enter and remain at any place where the hypothecated goods/machinery shall be and to take possession or recover and receive the same or appoint any Officer or Officers of the Bank as receiver or receivers of the hypothecated goods/machinery and/or sell by public auction or private contract or otherwise dispose off or deal with all or any part of the hypothecated goods/machinery and to enforce, realise, settle, compromise and deal with any of the rights aforesaid without being bound to exercise any of these powers or being liable for any loss for the exercise thereof and without prejudice to the Bank's rights and any legal remedies against the Borrowers and to apply the net proceeds of such sale in or towards liquidation of the balance due to the bank and the Borrowers hereby agreed to accept the Bank's account of sales and realisation and to pay any shortfall or deficiency therein shown.

12. The Borrowers agree to accept as conclusive proof of the correctness of any sum claimed to be due from them to the Bank under this Agreement a statement of account made out from the Books of the Bank and signed by the authorised officer of the Bank without the production of any other voucher, document or paper.

13. That this Agreement is to operate as a continuing security for the balance from time to time due to the Bank and also for the ultimate balance to become due on the said loan account and the said account is not to be considered to be closed for the purpose of the security and the security of the hypothecated goods is not to be considered exhausted by reason of the said loan account being brought to credit at any time or from time to time or of its being drawn upon to the full extent of the said sum of Rs. .... (Rupees ..... Only) if afterwards reopened by a payment to credit.

14. The Borrowers hereby declare that all the hypothecated goods and/or machinery are the absolute property of the Borrower's at the sole disposal of the Borrower and free from prior charge or encumbrance and that all future goods and property hereunder shall be likewise their unencumbered undisposed property and that the Borrowers have not done or knowingly suffered or been party or privy to anything whereby they are in any way prevented from hypothecating the hypothecated goods/machinery in the manner aforesaid and that the Borrowers will do and execute at their cost all such acts and things for further and more particularly assuring the hypothecated goods/machinery or any part thereof to the Bank as shall be required by the Bank and for giving better effect to these presents the Borrowers authorise and irrevocably appoint the Bank and/or their Officers as Attorneys for and in the name of the Borrowers to act on behalf of the Borrowers and to execute and do any act, assurance and things which the Borrowers ought to execute and do under these presents and generally to use the name of the Borrowers in the exercise of the powers hereby conferred.

15. Provided always that this agreement is not to prejudice the rights or remedies of the Bank against the Borrowers irrespective and independent of this agreement in respect of any other advances made or to be made by the Bank to Borrowers.

16. In case the Borrowers shall be a firm or members of a firm, no change whatsoever in the constitution of the firm during the continuance of this agreement shall impair or discharge the liability of the Borrowers or any one or more of them thereunder.

**SCHEDULE**

All goods/stock-in-trade/machinery as per list enclosed, pooled at .....  
..... and also such other goods  
and properties that may be brought into by the Borrowers and stored in the premises aforesaid after execution of this agreement and  
during its currency.

IN WITNESSETH WHEREOF the Borrower has hereunto set his hands at .....  
this the ..... day of ..... 199

Signature of the Borrower/s.

\* The contents of this deed has been read over to me/us and interpreted in .....  
language known to me/us has been admitted by me/us to be true and correct.

This is to solemnly declare that the value of stocks and machinery  
charged as security for the loan account as on date is Rs.....

Signature of the Borrower/s.

Witnesses :

1.

2

Before me.



12 - V **DECLARATION ON HYPOTHECATED STOCK**

From:

Date: .....

To,

**The Manager,  
REPCO Bank,**

..... Branch.

Dear Sir,

Sub: My Loan / Overdraft A/ C. No .....

This is Solemnly declare that the value of stocks Charged as Security for the above,  
in terms of the Hypothecation deed dated ..... as on .....  
..... was Rs. .... /- as per details furnished below:

I / We further declare that the said stock is either my / our own absolute property or  
that I / We have such an interest in the same as entitles me / us to hypothecate them to the  
Bank to the full extent of the Bank's advance to me / us against these goods and that they are  
not subject to any lien, claim or charge of any sort except to your Bank and that the advance  
has been taken by me / us on the strength of this declaration.

Yours faithfully,

ANEXXURE - 12

DL. - DOCUMENT

12-VI LIEN LETTER

RCB - 172

From	To. The Manager <b>THE REPATRIATES CO-OPERATIVE FINANCE AND DEVELOPMENT BANK LIMITED,</b> ..... Branch
------	-------------------------------------------------------------------------------------------------------------------------

Sir,

Dated:

Sub : Loan A/c No.....sanctioned to

.. \* \*

\* I /We hereby offer my/our Daily Deposit/Recurring Deposit/Fixed Deposit/Non-operative Savings Bank Account No..... as security for the above loan and undertake to contribute Rs..... per day/Week/Month in the said deposit account.

\* I/We enclose herewith .....deposit card/Receipt No..... for Rs..... due on..... duly discharged by me/us as security to the above loan.

The Bank is at liberty to adjust the proceeds/or renewal proceed of above deposit account towards the above liability at any time, without any reference to me/us. I/We agree that the amount under the above deposit and renewals thereof shall remain with the Bank so long as any amount on any account is due to the Bank from ..... \* \* singly or jointly with others. I/We agree that it shall open for the Bank to exercise Banker's general lien on my/our moneys at any time and without reference to me/us.

Yours faithfully,

Signature of Depositor/s.

\* \* Mention the name of the party to whom the credit facility is granted.

\* Strike out the paragraph which is not applicable.

N.B:

1. Separate form to be obtained for difference types of deposit (i.e., only one deposit amount is to be covered under this letter)
2. Blank spaces wherever necessary should be filled up properly before the executant signs. Unfilled spaces should be properly ruled out.

**UNDERTAKING LETTER (UN-REGISTERED PARTNERSHIP)**

To  
The Manager,  
The Repatriates Co-operative Finance  
& Development Bank Ltd.,

Place:  
Date:

Sir/ s,

We the undersigned

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

..... request you to take notice that we are trading partnership under the style of  
members of an undivided Hindu family

..... and further request that  
all transactions entered into with you by either or any of us whether under the signature of the firm or  
subscribed by the individual signature of the persons entering upon the transactions (as noted below) may  
be regarded by you as entered into, for and on behalf of the firm/ joint family. We further hereby intimate  
to you that as per an express agreement between us, the estate whether joint or separate and person  
of each and everyone of us, is liable to you in respect of all or any of the aforesaid transactions notwithstanding  
that the obligations in respect of such transactions are incurred after the death (or insolvency or retirement  
as the case may be) of any one of us.

We are,  
Sirs,  
Yours faithfully,

ANNEXURE-12  
DL-DOCUMENT

12-VIII UNDERTAKING LETTER (REGISTERED PARTNERSHIP)

RCB-153

Place:

Date :

From:

To:

Sir,

We the undersigned \_\_\_\_\_

\_\_\_\_\_ request you to take notice that  
we are trading in partnership under the name and style of \_\_\_\_\_

and that our firm has been registered under the provisions of the  
Indian Partnership Act with the Registrar of Firms at \_\_\_\_\_  
\_\_\_\_\_ as No. \_\_\_\_\_

and further request that all transactions entered into with you  
by all or any one or more of us and all obligations incurred by  
all or any one or more of us whether under the signature of the  
firm or subscribed by the individual signature of the persons or  
person entering upon the transactions or incurring the obligation,  
with or without co-obligants (as noted below) may be regarded by  
you as entered into and incurred for and on behalf of all of us  
jointly and severally and also the assets of the firm shall be  
liable for the amount due to the Bank. We also request you to

...2/-

take notice that every one of us is authorised to draw, execute, endorse, accept and negotiate cheques, promissory notes, hundies bills and other negotiable instruments on behalf of all of us and our firm and we also request you to take notice that our liability or the liability of our firm to you as aforesaid shall not in any way be affected even if any third party joins in the transactions as co-obligant. We further hereby intimate to you that as per an agreement between the Repatriates Cooperative Finance and Development Bank Limited on the one part and ourselves on the other part of the estate, whether joint or separate and person of each and every one of us is liable to you in respect of all or any of the aforesaid transactions or obligations incurred after the death (or insolvency or retirements as the case may be) of any one or more of us. This letter shall remain in force until duly cancelled by any one or more of us in writing and duly communicated to you by post registered.

We are,

Yours faithfully,

ANNEXURE - 12  
DL - DOCUMENT

RCB-120

12 - XIX LETTER OF CONSENT

From

To  
The Branch Manager,  
REPCO Bank,  
\_\_\_\_\_ Branch.

Sir,

Sub: Loan proposal submitted by \_\_\_\_\_  
\_\_\_\_\_ security of immovable  
properties to be offered - Reg.

-o-o-o-

I wish to offer my immovable property/properties  
situated at \_\_\_\_\_

as security with an intention to create mortgage for the loan to  
be availed by \_\_\_\_\_  
and I am submitting the following title deeds relating to the  
property with the Bank, for further scrutiny.

S.No.	Name of the Document Title Deed	No.	Date	Original/Copy / Xerox	No. of sheets
-------	------------------------------------	-----	------	--------------------------	------------------

Yours faithfully,

Proposed Mortgager/s

Received the above documents/ title deeds at \_\_\_\_\_  
\_\_\_\_\_ on \_\_\_\_\_.

Chief/Branch Manager.

ANEXKURE - 12

DL. - DOCUMENT

12-X

RCB-117

**MORTGAGE DEED**

This Mortgage Deed executed this.....day of  
 ..... by Shri.....aged about  
 .....Years, Son of Shri....., residing at.....  
 ....., member of the Bank vide  
 Membership No.....(hereinafter called the 'MORTGAGOR') which  
 expression where the context so admits includes persons entitled to redeem this security of the FIRST PART  
 and the REPATRIATES CO-OPERATIVE FINANCE AND DEVELOPMENT BANK LTD., registered under the Multi  
 State Cooperative Societies Act, 1984 having its Office at No.112, Thiyagaraya Road, T.Nagar,  
 Madras - 600 017 (herein after called the 'MORTGAGEE') which expression where the context so admits  
 includes persons deriving title under the said Bank, of the SECOND PART. WHEREAS the Mortgagor, as  
 the absolute owner of the properties more fully described in the Schedule hereunder has given his consent  
 for mortgaging the properties as security for the loan availed by.....  
 .....(herein after called the 'BORROWER').

WHEREAS the Mortgagee has agreed to lend the Borrower a sum of Rs.....  
 (Rupees.....  
 .....) upon having repayment thereof with interest therein at the rate  
 hereinafter mentioned, secured in the manner, hereinafter appearing and the Mortgagor has given his  
 consent to give his property as security for the repayment of the loan with interest and other cost.

NOW THIS DEED OF MORTGAGE WITNESSETH that in pursuance of the said agreement and in  
 consideration of the sum of Rs..... (Rupees.....  
 .....) now paid to the borrower by the mortgagee, the receipt  
 whereof the borrower/mortgagor hereby acknowledges.

1. The Borrower and the Mortgagor hereby covenants with the mortgagee to pay to the mortgagee the  
 said sum of Rs..... (Rupees.....  
 .....)  
 .....) Principal with interest thereon at the rate of ..... per annum and if the

said moneys are not so paid, to pay penal interest at 2% more than the rate above said, monthly on the principal money for the time being, remaining due till the date of payment of the entire mortgage money.

2. The Mortgagor as absolute owner of the property hereby mortgaged the property specified in the schedule hereunder as security for the payment of the loan to the Mortgagee of all principal moneys, interest and other moneys thereby accrued.
3. The Mortgagor further covenants with the mortgagee that
  - (a) the Mortgagor will during the continuance of this security keep the mortgaged property in good and substantial repairs and insures against loss or damage by fire, riot, theft and civil commotion for a sum of Rs. .... with an insurance company, approved by the mortgagee in the name of the mortgagee and duly and punctually pay all premiums and other moneys necessary for effecting and keeping up such insurance. And if the default shall be made by the borrower/mortgagor in keeping the mortgaged properties in good and substantial repairs or in effecting and keeping up such insurance, the mortgagee may require with power to enter upon the mortgaged premises, for that purpose and without becoming liable and keep and same insured in any sum of not exceeding Rs. .... and that all moneys expended by the mortgagee under this provision shall become part of the mortgage security.
  - (b) that during the continuance of this security no timber standing on the mortgaged property or any part thereof shall be cut except in the ordinary course of good management and with the previous consent of the mortgagee in writing
  - (c) the Mortgagor shall not lease out mortgaged property or alter or alienate or transfer the rights of the mortgaged property to others.
4. And it is hereby further agreed and declared as follows:
  - (a) that if the borrower fails to pay the mortgage money with interest as agreed upon, the mortgagee shall be entitled to realise his dues by sale of mortgaged properties after foreclosing the loan and if the sale proceeds thereof are insufficient to satisfy the mortgagee's dues, to recover the balance from the person and other property of the borrower/mortgagor.
  - (b) that in the event of default in the repayment of loan by two consecutive instalments the mortgagee has the right to seal the premises of the mortgaged property with the stocks therein and take further course of action to realise the entire dues under the mortgage debt including sale, reallocation, transfer of the mortgaged property to others, etc.
5. Provided always that if the borrower/mortgagor shall pay to the mortgagee the sum of Rs. .... (Rupees.....) only with interest thereon



from the date thereof at the stipulated rate in ..... equal monthly instalments on or before 5th of every month, the mortgagee will at any time thereafter at the request and cost of the borrower/ mortgagor execute a receipt of the Mortgage amount or a deed of redemption and surrender the mortgaged premises to the borrower/mortgagor or to his nominee.

**SCHEDULE OF PROPERTY MORTGAGED**

IN WITNESS whereof the party hereto have set his hands on this day, month and year first above written in the presence of the witnesses who have signed hereunder.

**Witnesses:**

- 1.
- 2.

MORTGAGOR.

MEMORANDUM OF DEPOSIT OF TITLE DEEDS

THIS MEMORANDUM OF DEPOSIT OF TITLE DEEDS executed this \_\_\_\_\_ day of \_\_\_ 19\_\_ by  
Mr/Ms. \_\_\_\_\_ /o \_\_\_\_\_ Aged \_\_\_\_\_ M.No. \_\_\_\_\_  
Mr/Ms. \_\_\_\_\_ /o \_\_\_\_\_ Aged \_\_\_\_\_ M.No. \_\_\_\_\_  
residing at \_\_\_\_\_

\_\_\_\_\_ in favour of  
the Repatriates Cooperative Finance & Developmant Ltd (XR-1) having its Head Office at 33, North Usman Road,  
T.Nagar, Chennai-17 registered under Madras Co-operative Societies Act 53 of 1961 and deemed to be registered under  
Multi State Cooperative Societies Act, 1984 hereinafter called 'The Bank' witnesseth as follows:

I/We hereby confirm the title deeds mentioned in the first schedule hereto relating to the properties as morefully described  
in the second schedule hereto, have been delivered and deposited by me/us with full and complete knowledge and at  
my/our own will to and with the Bank at \_\_\_\_\_ on \_\_\_\_\_ by way  
of Equitable Mortgage and collateral security for securing the repayment of loan given to me/us  
Mr/Ms. \_\_\_\_\_ /o \_\_\_\_\_ Aged \_\_\_\_\_ M.No. \_\_\_\_\_  
Mr/Ms. \_\_\_\_\_ /o \_\_\_\_\_ Aged \_\_\_\_\_ M.No. \_\_\_\_\_  
residing at \_\_\_\_\_ (Borrower) by Loan  
agreement and other documents dated \_\_\_\_\_ executed by the borrower for the sum of  
Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

borrowed which is owing for payment to the Bank in accordance with the said agreement of any or all sums to be borowed  
form time to time and all such sums of money by way of Principal, Interest and charges as are now due or which shall  
from time to time become due to Bank from the borrower on any or all accounts or for money advanced or lawful charges  
with all cost and expenses which may be incurred by the Bank in respect of any/all transactions between the borrower and  
the Bank either alone or with others jointly or severally. I confirm that the bank in accordance with the said agreement has  
authority to hold the title deeds by way of EQUITABLE MORTGAGE for all present and future debts in all accounts of the  
borrower with the bank are fully paid or satisfied. Futher, I shall duly execute, register and deliver to the Bank the deed  
of Mortgage if and when desired by the Bank at my cost.

**SCHEDULE — I**  
(List of documents deposited with Bank)

**SCHEDULE — II**  
(Description of Property)

Witnesses:

Executor/s

**MEMORANDUM OF DEPOSIT TITLE DEEDS FURTHER TO SIMPLE MORTGAGE**

THIS MEMORANDUM OF DEPOSIT OF TITLE DEEDS executed this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_ by  
Mr/Ms. \_\_\_\_\_ /o \_\_\_\_\_ Aged \_\_\_\_\_ M.No. \_\_\_\_\_  
Mr/Ms. \_\_\_\_\_ /o \_\_\_\_\_ Aged \_\_\_\_\_ M.No. \_\_\_\_\_  
residing at \_\_\_\_\_

\_\_\_\_\_ in favour of  
the Repatriates Cooperative Finance & Development Bank Limited having its Head Office at 33, North Usman Road,  
T.Nagar, Chennai-17 registered under Madras Co-operative Societies Act 53 of 1961 and deemed to be registered under  
Multi State Cooperative Societies Act, 1984, hereinafter called 'The Bank' witnesseth as follows:

I/We residing at \_\_\_\_\_  
\_\_\_\_\_ created Deed  
of Mortgage dated \_\_\_\_\_ made between same parties and registered on  
\_\_\_\_\_ at \_\_\_\_\_ Registrar Office as Document  
No. \_\_\_\_\_ /190 \_\_\_\_\_ securing the sum of Rs. \_\_\_\_\_ (Rupees

\_\_\_\_\_ only) sanctioned to me/us  
as first instalment out of loan of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ only) sanctioned to

Mr./Ms. \_\_\_\_\_ /o \_\_\_\_\_ Aged \_\_\_\_\_ M.No. \_\_\_\_\_

Mr./Ms. \_\_\_\_\_ /o \_\_\_\_\_ Aged \_\_\_\_\_ M.No. \_\_\_\_\_

residing at \_\_\_\_\_

\_\_\_\_\_ (hereinafter called 'borrower')

IN SUPPLEMENT to the above Mortgager and in consideration of the FURTHER sum of  
Rs. \_\_\_\_\_

\_\_\_\_\_ only) paid by the Bank, in pursuance of agreement  
dated \_\_\_\_\_ I/We hereby \_\_\_\_\_ covenant with Bank to repay TOTAL  
sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ only) with interest thereon at the rate of \_\_\_\_\_ % per annum AND FURTHER that the property comprised and  
mentioned in the earlier Deed of Mortgage AND \_\_\_\_\_ shall stand charged with  
payment of all to Mortgagee of the aforesaid TOTAL sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ only) and the interest thereon as  
regards entire loan including the earlier mortgage aforementioned.

I confirm that the bank in accordance with the said agreement has authority to hold the title deeds by way of EQUITABLE  
MORTGAGE for all present and future debts in all accounts of the borrower with the bank are fully paid or satisfied.

**SCHEDULE -**

(List of documents deposited)

**SCHEDULE - II**

(Description of Property)

Executor/s.

Witnesses:

1.

**ANNEXURE-12****DL-DOCUMENT**

XIII

**12-III MEMORANDUM OF DEPOSIT OF TITLE DEEDS**

THIS MEMORANDUM OF DEPOSIT OF TITLE DEED is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 1999 by Mr/Mrs. \_\_\_\_\_ /o \_\_\_\_\_ aged about \_\_\_\_\_ years, Membership No. \_\_\_\_\_ Mr/Mrs. \_\_\_\_\_ /o \_\_\_\_\_ aged about \_\_\_\_\_ years, Membership No. \_\_\_\_\_ residing at \_\_\_\_\_

infavour of THE REPATRIATES CO-OPERATIVE FINANCE AND DEVELOPMENT BANK LIMITED (REPCO BANK) (XR-1) registered under the Madras Co-operative Societies Act 1961 (Act 53 of 1961) and deemed to be registered under the Multi-State Co-operative Societies Act 1984, having its Head Office at 'REPCO Tower' No.33, North Usman Road, T.Nagar, Chennai - 17, hereinafter called "THE BANK" and this Memorandum witnesseth hereunder:-

I/WE (jointly and severally) hereby confirm that the Title Deeds specifically mentioned in the Schedule I hereunder, relating and in respect of property specifically mentioned and described in the Schedule II hereunder, have been duly delivered and deposited by me/us with free consent and knowledge and on my/our own volition, choice and will to and with THE BANK at \_\_\_\_\_ on \_\_\_\_\_ by way of security for ensuring and securing re-payment of the loan availed by me/us Mr/Mrs. \_\_\_\_\_ o/ \_\_\_\_\_ aged about \_\_\_\_\_ years, Membership No. \_\_\_\_\_ residing at \_\_\_\_\_

(borrower) the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

I/We declare and confirm that by this deposit of Title Deeds/documents, which shall continue to be in possession and custody with THE BANK as security for the re-payment of the loan availed by me/us.

I/We declare and confirm that in pursuance and in accordance with the said loan and loan agreement, THE BANK is

authorised, empowered and vested with legal rights to hold and possess the Title Deeds/documents by way of security.

SCHEDULE I

(list of title deeds/documents deposited with THE BANK)

SCHEDULE II

(description of properties)

I/We hereby confirm and sign this Memorandum on the day, month and year above written in the presence of :

EXECUTOR/S

Witnesses:

1.

2.

ANNEXURE-12

DL - DOCUMENT

12 XIV CONTINUITY MORTGAGE DEED

This mortgage Deed executed at \_\_\_\_\_ this  
\_\_\_\_\_ day of \_\_\_\_\_ 19/20 \_\_\_\_\_ by  
Sri \_\_\_\_\_ son of \_\_\_\_\_ aged about  
\_\_\_\_\_ residing at \_\_\_\_\_

\_\_\_\_\_ member of our  
Bank vide Member No \_\_\_\_\_ (hereinafter called the  
"MORTGAGOR") to and in favour of the Repatriates Cooperative  
Finance and Development Bank Limited, a Co-operative Society  
registered under the Multi State Co-op. Societies Act, 1984  
carrying on business at No.33, North Usman Road, T. Nagar,  
Chennai - 600 017 (herein after called the "MORTGAGEE") the terms  
MORTGAGER AND THE MORTGAGEE meaning and including their  
representative, heirs, legal representatives, executors,  
administrators, assigns and successors in title witnesseth as  
follows:

WHEREAS the Mortgager is entitled to the land and  
building prescribed in the Schedule hereunder and he has been in  
the possession and enjoyment thereof, ever since the purchase as  
full and absolute owner of the property and it is free from  
encumbrance.

WHEREAS Shri / M/s \_\_\_\_\_  
represented by its partners Sri \_\_\_\_\_

\_\_\_\_\_ carrying on business at No. \_\_\_\_\_

\_\_\_\_\_ doing business in \_\_\_\_\_ and represented by  
\_\_\_\_\_ (hereinafter called the "BORROWER") and  
whereas the Borrowers and Mortgager approached the mortgagee for  
a loan of Rs. \_\_\_\_\_.

WHEREAS the Mortgager has executed a registered  
Mortgage Deed dated \_\_\_\_\_ for Rs. \_\_\_\_\_ which  
was registered by the Sub-Registrar, \_\_\_\_\_ as  
document No. \_\_\_\_\_ of 19 \_\_\_\_\_ and availed a loan of  
Rs. \_\_\_\_\_ at an interest rate of \_\_\_\_\_ p.a. or any other

rates as fixed by the Bank. Further the Mortgager / Borrower has applied for an enhancement of the loan by his application, dated \_\_\_\_\_. The Mortgagee has also agreed to enhance the loan amount to Rs. \_\_\_\_\_ as per the L.A. No. \_\_\_\_\_ dated \_\_\_\_\_. In consideration of Rs. \_\_\_\_\_ released to the Borrower by the Mortgagee, the receipt of which sum, the Borrower doth hereby admit and acknowledge, the Mortgager doth hereby convey, transfer and grant unto the mortgagee such property by way of continuity Mortgage and assure unto the Mortgagee as follows:

1. That the Mortgagor is the sole and absolute owner of the property hereby mortgaged and that no other person/persons has in any manner of right, title or interest in or to the said property or properties or to possession thereof.

2. That the Mortgager assures the Mortgagee that the Borrower shall repay the Principal amount in \_\_\_\_\_ equal monthly instalments.

3. Interest is payable on or before 5th of every month at \_\_\_\_\_% per annum, penal interest at 2% p.a. over and above the normal rate of \_\_\_\_\_% p.a. shall be levied on overdues principal, in case of default in the repayment mortgage debt. In case of foreclosure the rate interest on the Mortgage debt shall be \_\_\_\_\_% p.a. and the entire loan amount shall become immediately due and repayable.

4. That after the expiry of the period of repayment the principal remaining unpaid shall carry interest at \_\_\_\_\_% p.a.

5. That the Mortgagor doth hereby agrees to the convenents as said in the Mortgage deed registered as document No. \_\_\_\_\_ of 19\_\_\_\_ in the office of the Sub-Registrar, \_\_\_\_\_ dated \_\_\_\_\_ till the Mortgage debt is being fully satisfied by the Mortgagee.

6. That there is no charge, lien, mortgage lispendens, settlement, attachment of court or will or any other encumbrances of any sort whatsoever existing or subsisting over the said property.

7. That in the event of non-payment of interest or principal, after the same falls due and payable or remaining unpaid or if the Borrower does not act unto the terms and conditions of the loan, the Mortgagee may take such legal proceedings against the Borrower to recover the dues with cost by sale of the mortgaged property and if the amount realised from the sale of the property is insufficient to discharge the outstanding debt, to proceed against Mortgagor and Borrower personally and against their other properties.

8. That any additions, accretions to the property hereby mortgaged including construction shall be part of this mortgaged security.

9. That the mortgagor shall pay regularly the kist and other amounts due and payable to the Government or other Bodies, and if there is any arrears, Mortgagee may pay the same, in which event, such amount paid shall become part of the Mortgage debt.

THE SCHEDULE OF PROPERTY MORTGAGED

In witness whereof the Mortgagor and Borrower above named has set their hands, day, month and the year first above written in the presence of the witnesses who have signed hereunder.

MORTGAGOR/S.

Witnesses:

1.

2.

Before me.



**THE REPATRIATES COOPERATIVE FINANCE AND  
DEVELOPMENT BANK LTD.,  
(Govt. of India Enterprises)**

.....Branch

/2 - xV

**PARTICULARS OF ASSETS AND LIABILITIES**

*(To be accompanied with loan application)*

a.	Name of the Party	
b.	Age	
c.	Father's/Husband's Name	
d.	Present Address	
e.	Permanent Address	
f.	Occupation	
<b>PARTICULARS</b>		
1.	Capital employed in Business	
1.1	Name(s) of firm	
1.2	Constitution of firm	
1.3	Relationship with firm	
1.4	Capital employed	
1.5	Banker's to the firm	
1.6	Liability to Banks	
1.7	Annual Income	
<b>2. IMMOVABLE PROPERTY</b>		
2.1	Nature of property and description	
2.2	Location and survey No.	
2.3	Extent in Sq. ft. a) Land b) Building	

2.5	Market Value	
2.6	Existing liability, if any	
2.7	Annual Income	
<b>3. SHARES AND DEBENTURES</b>		
3.1	Name of the Company	
3.2	Class of Shares/Debentures	
3.3	Whether fully paid and face value	
3.4	If quoted, name of Stock Exchange	
3.5	Distinctive Nos.	
3.6	No. of Shares/Debentures	
3.7	Market Value (Total)	
3.8	Existing Liability, if any	
3.9	Annual Income	
<b>4. GOVT. SECURITIES</b>		
4.1	Nature of Securities	
4.2	Face Value	
4.3	Distinctive Value	
4.4	Maturity period and Date	
4.5	Maturity Value	
4.6	Existing Liabilities, if any	
4.7	Annual Income	
<b>5. Life/Postal Insurance Policies</b>		
5.1	Name of Division	
5.2	Policy No.	
5.3	Amount assured	
5.4	Date and period of policy	
5.5	Whether the policy is in force	

5.6	Paid up value	
5.7	Surrender Value	
5.8	Liabilities	
<b>6. Machinery/Vehicles</b>		
6.1	Make Model and supplier	
6.2	Regn. No. (For Vehicles)	
6.3	Original price paid and date of purchase	
6.4	Whether fully insured	
6.5	Whether taxes paid	
6.6	Present Market value	
6.7	Liabilities, if any	
6.8	Annual Income	
<b>7. Deposits</b>		
7.1	Name of the Bank/Company	
7.2	Nature of Deposit	
7.3	Deposit Receipt No.	
7.4	Amount of Deposit	
7.5	Date of Deposit	
7.6	Maturity Date	
7.7	Maturity Value	
7.8	Liabilities, if any	
7.9	Annual Income	
<b>8. Gold Ornaments and Jewellery</b>		
8.1	Description of Jewellery	
8.2	Weight of Jewellery	
8.3	Market Value	
8.4	Liabilities, if any	

<b>9. Other Assets &amp; Liabilities</b>	
<b>9.1</b>	<b>Other Assets (Specify)</b>
	a. b. c.
<b>9.2</b>	<b>Other Liabilities (Specify)</b>
	a. b. c.
<b>9.3</b>	<b>Indirect Liability as co-obligant or guarantor.</b>
<b>10.</b>	<b>Whether Income Tax/Wealth Tax assessee (If so, enclose copies of latest assessment orders)</b>
<p><b>i) Declaration (In the Case of applicants)</b> Above information is true and correct to the best of my knowledge and belief.</p> <p style="text-align: right;">Signature.</p>	
<p><b>ii) Declaration (In the Case of partners, directors of Private Ltd., Co., Co-obligant, guarantor)</b> Above information which is true and correct to the best of my knowledge and belief is furnished as an indication of my willingness to be a guarantor/Co-obligant to any credit facilities to be granted to ..... (Write the Name of the Applicant)</p> <p>Place : Date :</p> <p style="text-align: right;">Signature.</p>	

**Note :**

1. This format has to be filled and signed by Applicants Proprietor, Directors of Pvt. Ltd., Co. Co-obligants and Guarantors.
2. Use additional Sheets wherever necessary.



THE REPATRIATES COOPERATIVE FINANCE & DEVELOPMENT BANK LTD.

# REPCO BANK

(Govt. of India Enterprise)

HO: 33, North Usman Road, T. Nagar, Chennai - 600 017.

..... Branch

## VALUATION REPORT OF IMMOVABLE PROPERTY

Inspected by: _____
Date of Inspection: _____

1. Name of Applicant
2. Owner of Property
3. Description of Property

Individual House	Residential Flat	Commercial Flat	Individual Commercial Premises	Vacant Plot	
------------------	------------------	-----------------	--------------------------------	-------------	--

Door No..... Flat No.....

Name of House/Apartment.....

Nearest Land Mark.....

Street.....

Locality.....

Town.....

Dist.....

State.....

4. Details of land - Extent

a) As per latest documentation  
(Document No.....)

E - W ..... ft.  
N - S ..... ft  
Total ..... sq. ft

b) As per actual measurement

E - W ..... ft.  
N - S ..... ft  
Total ..... sq. ft

c. Boundaries:

	AS PER LATEST DOCUMENT	AS PER ACTUAL POSITION AT THE TIME OF INSPECTION
South by		
North by		
East by		
West by		

d. Is there any difference in extent of land between document and actual possession, if so explain the reason.

5. Details of Building/Super Structure \*

PARTICULARS	GROUND FLOOR	FIRST FLOOR	SECOND FLOOR	THIRD FLOOR	FOURTH FLOOR
Year of Construction					
Plan Approval No.					
Nature of Foundation (Brick/Pile/RCC Column)					
Nature of Flooring					
Nature of Plastering					
Nature of Roofing					
Nature of Weathering Course					
No. of Windows					
No. of Doors					
Any deviation from Plan? Give details					
Cost incurred	Rs.	Rs.	Rs.	Rs.	Rs.

\* For buildings under construction, indicate stage of construction in the relevant column under relevant floor with cost incurred. A certificate on cost incurred can be obtained from the Architect/Builder

6. If the property is not in own use of Mortgager, furnish details.

Occupant's Details	Own Use	Own Use	Own Use	Own Use	Own Use
	Leased Out	Leased Out	Leased Out	Leased Out	Leased Out

NAME OF LESSEE	LEASE ADVANCE	MONTHLY RENT	REMARKS

7. Arriving at net value of Property:-

a. Individual Building:

Land

Market Value .....sq.ft. X Rs..... Rs.

Guideline Value.....sq.ft X Rs..... Rs

Value of Land (lesser value to be taken)	Rs
---------------------------------------------	----

Building

GROUND FLOOR	FIRST FLOOR	SECOND FLOOR
..... sq.ft ) X Rs..... (built in area)	..... sq.ft ) X Rs..... (built in area)	..... sq.ft ) X Rs..... (built in area)
(i) Rs.	(ii) Rs.	(iii) Rs.

Value of Building (Total (i) (ii) (iii)Rs.
--------------------------------------------

**Extra Amenities \***

Particulars	Value(Rs.)
1.	
2.	
3.	
4.	

**Miscellaneous Utilities \*\***

Particulars	Value(Rs.)
1.	
2.	
3.	
4.	

<b>GRAND TOTAL</b>	<b>Rs.</b>
<b>(Land + Building + Extra Amenities + Miscellaneous Utilities)</b>	

\* Extra amenities such as special kind of steps, elevators, flooring, finishing, tiles, water supply, special elevation, sanitary, special electrical amenities.

\*\* Miscellaneous utilities such as overhead tank underground sump, compound wall, gate, pavement, special electrical gadgets, safety devices, lift, etc. to be mentioned specifically.

**b. Flat under Apartmental System:**

Plinth area:

Common area: \_\_\_\_\_

Total saleable area

(As per construction agreement) \_\_\_\_\_

Extent of undivided share of Land:

Total saleable area ..... X Rs..... Per sq.ft.

Total Value \_\_\_\_\_  
\_\_\_\_\_

Remarks:

**Signature of Valuer**

Wherever space is insufficient add additional sheets.



**ANNEXURE - 14**

**DEVELOPMENT LOAN**

**LETTER SEEKING LEGAL OPINION**

THE REPATRIATES COOPERATIVE FINANCE & DEVELOPMENT BANK LIMITED  
BRANCH.

Ref:

Date:

To

Dear Sir,

Mortgage Proposal of Sri \_\_\_\_\_

Charge to be created by \_\_\_\_\_

We enclose the documents shown overleaf relating to the properties of Sri \_\_\_\_\_.

Please examine the documents and advise clearly whether Mr/Mrs/Messrs \_\_\_\_\_ has/have valid title to create a charge on the properties in our favour.

In the case of any of the items offered, if there is any defect in title, state clearly to what extent the title is defective and how you advise us in the matter of getting over the defect.

If any additional information is required by you to arrive at a final decision, the same will be supplied on hearing from you. You may also trace out the derivation of title for the past 25 years for items of property offered.

We shall be obliged if you advise us on the advisability or otherwise, of our proceeding with the proposal after careful scrutiny of all the required records and on ascertainment of all other information.

...2/-

-: 2 :-

Your report may be sent in duplicate.

Yours faithfully,

Chief/Branch Manager.

I acknowledge receipt of documents shown in letter No.

\_\_\_\_\_ dated \_\_\_\_\_.

To

The Manager,  
Repatriates Cooperative Finance &  
Development Bank Limited,  
\_\_\_\_\_.

**ANNEXURE-15  
DEVELOPMENT LOAN**

RCB - 160

(Strictly Private & Confidential)

**CREDIT INFORMATION REPORT**

-----  
1. Name

-----  
2. Address

-----  
3. Constitution (Please indicate)

Individual

Proprietorship

Joint Hindu Family

Partnership

Public Limited Company

Private Ltd. Co.,

Others

-----  
4. Name of Proprietor/Partners/Directors/Kata & Co-owners of  
Joint Hindu Family.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-----  
5. Nature of Account (Please Indicate )

Savings

Cash Credit

Current

Others

-----  
6. Banking Since Year ..... No. of years .....

..2/-

- 
7. Business/Company  
Established/  
Incorporated on  
(Date to be indicated)
8. Nature of business  
activity (Main  
activity of the firm)
- 
9. Other Allied activities  
(if known to the Bank)
- 
10. If Limited Company  
Authorised Capital Rs. ....  
Paid up Capital Rs. ....
11. Means of Proprietor/  
Partners  
Rs. ....
- 
12. Names & Address of associate  
concerns of the firm (If known  
to the Bank)
- 
13. Experience as to their  
dealings (Brief write up)
-

**ANNEXURE-16**  
**DEVELOPMENT LOAN**

Follow-up/Inspection Report to ascertain End Utilisation:

Date of inspection:

1. Name and Address of the Loanee :
  
2. Loan A/c. No. :
  
3. Loan Amount Disbursed :
  
4. Date of Disbursement :
  
5. Purpose of the Loan :
  
6. Whether the Loan Amount has :  
been properly utilised for the :  
purpose for which it was :  
sanctioned :
  
7. Details of verification of :  
utilisation of the loan amount :  
(Copy of vouchers, Bills if any, :  
may be obtained from the loanee :  
and enclosed). :
  
8. Details of Machinery/Vehicles/ :  
Stock-in-trade hypothecated to : Parti Identn Appro. Present  
the Bank & approximate value : culars No. value condn.  
(Furnish identification number : (Make &  
and make) : specfn.)

---

  
9. Whether Bank's hypothecation :  
Board is displayed in the :  
Business Premises :

- |                                                                                                                                       | Company | Policy | Amt.              | Expiry |
|---------------------------------------------------------------------------------------------------------------------------------------|---------|--------|-------------------|--------|
|                                                                                                                                       |         | No.    | (Rs)              | Date   |
| 10. Whether the hypothecated goods are insured & renewed regularly, Details of insurance policies taken to be given :                 |         |        |                   |        |
| -----                                                                                                                                 |         |        |                   |        |
| 11. Repayment performance of the loanee :                                                                                             |         |        |                   |        |
| -----                                                                                                                                 |         |        |                   |        |
| 12. Whether the loanee is contributing to the NOSB/DD Accounts regularly? :                                                           |         |        | DD                | NOSB   |
|                                                                                                                                       |         |        | -----             |        |
|                                                                                                                                       |         |        | Amt. per day      |        |
|                                                                                                                                       |         |        | Outstanding as on |        |
| -----                                                                                                                                 |         |        |                   |        |
| 13. a) Present Working Condition of the unit & scope for further development :                                                        |         |        |                   |        |
| b) Whether the loanee is maintaining proper A/c's. :                                                                                  |         |        |                   |        |
| 14. Scope for further deposits :                                                                                                      |         |        |                   |        |
| 15. Whether the loanee has fulfilled all the LSO Conditions. If not, give details of conditions pending compliance by the borrower. : |         |        |                   |        |
| 16. Remarks :                                                                                                                         |         |        |                   |        |

Branch Manager.

**THE REPATRIATES COOPERATIVE FINANCE AND DEVELOPMENT BANK LTD.,**

..... Branch

To  
The Managing Director,  
Head Office,  
Madras 17.

B.C.S.

No.

Date:

**BRANCH CERTIFICATE OF SECURITIES**

We hereby certify that the loan papers and securities obtained as per particulars given herein pertaining to the following transactions are in order and are in our custody/enclosed herewith. Certified that all the conditions stipulated in the loan sanction order have been complied with as detailed below.

Name of the Borrower		Loan No.	
		Date of Avallment	
Head Office/Branch Sanction No.		Loan Amount Rs.	
Secured Upto	Unsecured	Classification	Rate of Interest % p.a.

S.No.	Particulars	(✓ Tick mark the document obtained)
1.	Demand Promissory Note (RCB-114)	
2.	Bond (RCB-114)	
3.	Articles of Agreement (RCB-114)	
4.	Hypothecation deed (RCB-114)	
5.	Declaration on hypothecated stock (RCB-183)	
6.	Instalment Mandate (RCB-114)	
7.	Letter of consent to create Mortgage dated _____ (RCB-121)	
8.	Memorandum of Deposit of Title deeds (RCB-116)	
9.	Mortgage deed (RCB-117)	
10.	Continuity Mortgage deed (RCB-118)	
11.	Lien Letter (RCB-172)	
12.	Undertaking Letter - Unregistered Partnership (RCB-152)	

13. Undertaking letter - Registered partnership (RCB-153)
14. Encumbrance Certificate for the period from \_\_\_\_\_ to \_\_\_\_\_
15. Legal opinion obtained (RCB-120)
16. Valuation Report (RCB-113)
17. Land Revenue Assessment/Municipal Tax Receipt/Electricity Consumption Bill obtained.
18. Fire Insurance Policy premium collected and statement sent to Head Office on \_\_\_\_\_
19. Service Charges Rs \_\_\_\_\_ Collected.
20. N.O.C. from Financing Agency obtained.

**FULFILMENT OF OTHER SPECIAL CONDITIONS:**

Asst. Manager  
(Joint Custodian)

BM/SBM/Manager  
(Joint Custodian)

---

**FOR HEAD OFFICE USE**

B.C.S. Verified. All L.S.O. stipulations complied with/Following defects observed:

Asst.

A.M./D.M.

Manager.



ANNEXURE-18  
DEVELOPMENT LOAN

FOLLOW-UP/RECOVERY VISIT REPORT

Name of Borrower:

A/c. No.:

<u>Date of visit</u>	<u>Time</u>	<u>Person met</u>	<u>Response</u>	<u>Future action proposed</u>	<u>Initials</u>
----------------------	-------------	-------------------	-----------------	-------------------------------	-----------------

**ANNEXURE-19  
DEVELOPMENT LOAN**

**Follow-up Report**

H.O.B.A. No. \_\_\_\_\_ Name of Borrower: \_\_\_\_\_  
Loan Amount Disbursed: \_\_\_\_\_  
D.L. No. \_\_\_\_\_ Overdue as on 30.06.96: \_\_\_\_\_

Particulars of Utilisation Present status of business Action proposed for overdue  
Machinery/Vehicle/Goods Cases

Manager.

**ANNEXURE-20**  
**DEVELOPMENT LOAN**

**WORK DIARY**

Branch: \_\_\_\_\_

WORK DIARY FOR THE MONTH OF \_\_\_\_\_ 19

Date:

Sl.No.	L.No.	Name of the Borrower	Person met
1.			
2.			
3.			
4.			

Date:

Sl.No.	L.No.	Name of the Borrower	Person met
1.			
2.			
3.			
4.			

Date:

Sl.No.	L.No.	Name of the Borrower	Person met
1.			
2.			
3.			
4.			

Chief/Branch Manager.

ANNEXURE-21

DEVELOPMENT LOAN

RCB - 156

STOCK VERIFICATION REPORT AS ON .....

Loan a/c. of . . . . . Loan amount Rs.

To  
The Managing Director,  
Head Office.

Sir,

I have this day verified the statement of stock-in-trade dt. \_\_\_\_\_ submitted by \_\_\_\_\_ (Name of borrower) with reference to the books of accounts including stock registers maintained by the borrower and certify that the details furnished appear to be correct subject to the following:

Defects/remarks, if any:

2. As the stock statement has not yet been submitted by the borrower, I have visited the business premises at No. \_\_\_\_\_ (address) on \_\_\_\_\_ and had an overall idea of the stocks. In my opinion, the stocks will cover the loan amount/the stocks will not fully cover the advance with prescribed margin. The following discrepancies have been noted:

3. Details of stock-in-trade:

Description of stock	Quantity	Value

..2/-

4. Whether goods are adequately covered  
by fire insurance with Bank clause :

Particulars of fire policy :

Insurance Company	Amount (Rs.)	Policy No.	Dt. of expiry

Signature of the Inspecting Official.

**ANNEXURE-22**  
**DEVELOPMENT LOAN**

Periodical Statement of Stock-in-trade

RCB - 155

From:

To  
The Chief/Branch Manager,  
The Repatriates Cooperative Finance &  
Development Bank Ltd.,

Statement of Stock-in-trade as on ..... in  
our premises at  
..... hypothecated to your Bank, in  
terms of Deed of hypothecation dated .....

-----  
S.No.                      Description                                      Quantity                      Value  
-----

Total Rs.  
-----

I/We hereby declare that the above is true and correct statement of stock-in-trade hypothecated to the Bank and that the said stock is either our own absolute property or that we have such an interest in the same as entitles us to hypothecate them to the Bank to the full extent of the Bank's loan to us against these goods and that they are not subject to any lien, claim or charge of any sort except to your Bank and on the strength of this declaration the loan has been taken by me/us. In order to verify our above statements the Bank is at liberty to call for and examine the original invoices and get the goods inspected at any time at our expense and we hereby agree to accept as conclusive proof the result of such inspection by duly authorised officer of the Bank.

...2/-

I/We also certify that all the conditions and warranties in the Fire Insurance Policies have been duly complied with and the policies are valid and enforceable.

Signature of the Borrower.

ANNEXURE-23  
DEVELOPMENT LOAN  
DEMAND NOTICE

RCB-125

Grams: REPCOBANK

Phone:

RC No. :  
-----

Dated:

Loan No:

To

Sir,

Sub: Loan of Rs. \_\_\_\_\_/- disbursed  
to M/s. \_\_\_\_\_  
Demand issued for the period ending  
\_\_\_\_\_.

We furnish below the demand for the period ending  
\_\_\_\_\_.

Principal	Rs.
Interest	Rs.
P. Interest	Rs.
Misc. Expenses	Rs.
	-----
TOTAL	Rs.
	-----

We request you to arrange to remit the amount before \_\_\_\_\_ by cash or Demand Draft in our Bank's name. Failure to remit the amount before the due date will result in charging of Penal Interest besides legal action.

MANAGER

..2/-



-----  
RCB - 125

I acknowledge the receipt of your demand  
notice dated \_\_\_\_\_ in respect  
of my loan No. \_\_\_\_\_ for Rs. \_\_\_\_\_

I shall remit the dues before the due date mentioned  
in the notice.

Signature of BORROWERS.

**ANNEXURE-24**  
**DEVELOPMENT LOAN**  
**REMINDER NOTICE - I**

RCB-126  
By R.P.A.D.

REF:HPF \_\_\_\_\_

To  
Sri/Smt

Sir/Madam,

Sub: Your DEVELOPMENT LOAN No. \_\_\_\_\_ for  
Rs. \_\_\_\_\_ - recovery - clearance  
of overdues - Reg.  
\*\*\*\*\*

With reference to the above, we regret to note that the arrears in your loan as under:

As on 30.6.1999 \_\_\_\_\_

Principal outstanding	:	Rs. _____
Principal overdues	:	Rs. _____
Interest overdues	:	Rs. _____
P. Interest overdues	:	Rs. _____
Total overdues	:	Rs. _____

You are requested to remit the arrears immediately without further delay.

Please note that if you fail to respond within 15 days from the date of this letter, we shall be constrained to foreclose the loan account entirely at your risk as to the cost and consequences.

This may please be treated as VERY URGENT.

Yours faithfully,

CHIEF MANAGER.

(Copy Surety)

ANNEXURE-25  
DEVELOPMENT LOAN  
Reminder Notice-II

RCB-127

Ref: \_\_\_\_\_

Date:

To

Sir/Madam,

Sub: Your DEVELOPMENT LOAN a/c \_\_\_\_\_ for  
Rs. \_\_\_\_\_/- recovery - Clearance of  
overdues - Reg.

Ref: Our letter of even no. \_\_\_\_\_

\*\*\*\*\*

We refer to your development loan account with us. We regret to state that you have not paid the loan instalments / interest dues in your loan account which is viewed very seriously by the Bank. The arrears in your loan account stand as under.

As on 30.6.1999 \_\_\_\_\_

Principal outstanding	:	Rs. _____
Principal overdues	:	Rs. _____
Interest overdues	:	Rs. _____
P. Interest overdues	:	Rs. _____
Total overdues	:	Rs. _____

We therefore request you to remit the loan arrears immediately without delay before we take the next step for recovery to the entire overdues.

In this connection, you may call on us on any working day in case you have any particular problem/difficulty which would be sorted out. We are sure, you would not compel us to proceed to the next step of recovery to the loan including foreclosure of loan and charging of higher rate of interest and legal action.

CHIEF MANAGER.

..2/-

COPY TO SURETY:

Please note that you have joined the above transaction as surety and hence you are also liable for the repayment of the loan. You are therefore, requested to pursue the matter and ensure repayment of the loan arrears immediately as you are also equally liable for repayment of dues and would be subjected to legal action in case of our proceeding with legal action.

ANNEXURE-26  
DEVELOPMENT LOAN  
Reminder Notice-III  
(Foreclosure Notice)

RCB-128

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

To

RPAD

Sir/Madam,

Sub: Loan - Loan of Rs. \_\_\_\_\_ sanctioned  
on \_\_\_\_\_ - Default in the repayment  
- foreclosure Notice issued - reg.

Ref: 1. Our L.S.O. No. \_\_\_\_\_ dt. \_\_\_\_\_  
2. Our letter No. \_\_\_\_\_ dt. \_\_\_\_\_  
\*\*\*\*\*

With reference to the above, a loan of Rs. \_\_\_\_\_ was sanctioned on \_\_\_\_\_ and disbursed on \_\_\_\_\_ towards \_\_\_\_\_ The loan is repayable in \_\_\_\_\_ monthly instalments with interest at \_\_\_\_\_% p.a. You had also executed the Demand Promissory Note, Bond, Deed of Agreement, Deed of Hypothecation on \_\_\_\_\_.

You have failed to adhere to the repayment schedule and committed defaults and have become a chronic defaulter. Despite several reminders, you have failed to remit the overdues which stands as under:

As on 30.6.1999 \_\_\_\_\_

Principal outstanding	:	Rs. _____
Principal overdues	:	Rs. _____
Interest overdues	:	Rs. _____
P. Interest overdues	:	Rs. _____
Total overdues	:	Rs. _____

..2/-

As per the L.S.O. and as per the documents executed by you on \_\_\_\_\_, the interest rate will be enhanced to \_\_\_\_\_% p.a. in case of foreclosure of loan. Further, the Bank has a right to foreclosure your loan account if you default in the payment of principal instalments and interest.

In view of chronic default, we hereby put you to notice that if the overdues amounting to Rs. \_\_\_\_\_ as on \_\_\_\_\_ is not cleared within \_\_\_\_\_ days from the date of this notice, then your loan account shall be treated as foreclosed with effect from \_\_\_\_\_ and entire loan outstanding of \_\_\_\_\_ beside interest and other dues shall be treated as overdue and the rate of interest at \_\_\_\_\_% p.a. shall be charged from that date, and we will be constrained to initiate appropriate legal proceedings as are available to us in law holding you responsible for the cost and expenses and consequences thereof. The cost of this notice, Rs.50/- is debited to your loan account.

Yours faithfully,

Branch Manager.

Copy to: (Surety)

ANNEXURE-27  
DEVELOPMENT LOAN

Specimen forms of acknowledgement of debt

---

Proforma - A

ACKNOWLEDGEMENT OF DEBT

to be signed by Borrowers and Sureties.

I/We,           (1)  
                  (2)  
                  (3)

hereby acknowledge my/our joint and several liability to an extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) (limit or balance whichever is higher) with interest thereon from \_\_\_\_\_ under Demand Promissory Note executed by me/us on \_\_\_\_\_ for Rs. \_\_\_\_\_ (limit) in favour of Repatriates Cooperative Finance and Development Bank Limited, \_\_\_\_\_ Branch.

Place:  
Date :

Signature on revenue stamp  
with date.

Loan A/C. No.

RCB No.181.

---

Proforma - B.

ACKNOWLEDGEMENT OF DEBT TO BE MADE BY THE LEGAL HEIRS OF THE DECEASED

I/We hereby acknowledge the liability to an extent of Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ only) with interest thereon from \_\_\_\_\_ under the Demand Promissory Note executed in favour of Repatriates Cooperative Finance and Development Bank Limited \_\_\_\_\_ Branch

...2/-

by \_\_\_\_\_ (deceased)  
my/our \_\_\_\_\_ on \_\_\_\_\_  
for Rs. \_\_\_\_\_ alongwith Sri \_\_\_\_\_  
in my/our capacity as legal representative/s of the aforesaid Sri  
\_\_\_\_\_ deceased.

Place:  
Date :

Signature on revenue stamp  
with date.

RCB No.182.

Note:

In case for any reason, Branches could not obtain AOD, they should arrange to file A.R.C. claim for the recovery of the advance within the period of limitation. Negligence on the part of the Branches in not filing A.R.C. claim before the period of limitation will make the account time barred. For such lapses Branch Manager shall be personally held responsible.

Sd/-



ANNEXURE-28  
DEVELOPMENT LOAN

D I S C H A R G E R E C E I P T

A loan of Rs. \_\_\_\_\_ was disbursed to  
Sri \_\_\_\_\_ S/o \_\_\_\_\_  
Prop: \_\_\_\_\_

by The Repatriates Cooperative Finance and Development Bank  
Limited, Chennai - 17. The unit cleared the entire dues on  
\_\_\_\_\_ and the mortgage created in favour of the Bank with  
regard to the property morefully described in the Schedule by  
Sri \_\_\_\_\_ S/o \_\_\_\_\_  
by a deed dated \_\_\_\_\_ registered as document No. \_\_\_\_\_,  
Book \_\_\_\_\_, Volume \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_  
in the Office of the \_\_\_\_\_ Sub-Registrar,  
\_\_\_\_\_ is hereby discharged.

SCHEDULE OF PROPERTY

Dated at Madras this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

For The Repatriates Cooperative  
Finance & Development Bank  
Limited,

MANAGER.

ANNEXURE-29  
DEVELOPMENT LOAN

LETTER TO SUB-REGISTRAR

L.A. No. \_\_\_\_\_

Dated: \_\_\_\_\_

To  
The Sub-Registrar,

Sir,

Sub: Repatriates Cooperative Finance &  
Development Bank Limited, Chennai - 17  
- Loan disbursed to Sri  
S/o \_\_\_\_\_ M.No: \_\_\_\_\_  
Prop: \_\_\_\_\_  
Discharge of Registered Mortgage - reg.  
xxxxx

I have this day issued a Discharge Receipt in favour of  
Sri \_\_\_\_\_ S/o \_\_\_\_\_  
residing at No: \_\_\_\_\_

\_\_\_\_\_ who has mortgaged the property for the loan borrowed by him. I  
request you to register the same when it is presented for  
registration.

I am exempted from personal appearance as per the  
Registration Act.

Yours faithfully,

Manager.

PS: This should be typed in  
Branch Letter Head.

ANNEXURE-30

DEVELOPMENT LOAN

QUANTUM OF MORTGAGE TO BE COVERED UNDER REGISTRATION

Sl.No.	Type of mortgage	RCB No.	Quantum
1.	Simple Mortgage (SM)	117	Amount
2.	Registered Equitable Mortgage (REM)	116 A	Amount
3.	Registered Equitable Mortgage & Unregistered Equitable Mortgage	116 A + 116 B	Percentage of Equitable Mortgage (say 50:50 or 40:60)
4.	Simple Mortgage & Unregistered Equitable Mortgage	117 & 116 B	Rs.5000/- or higher amount & Balance amt.
5.	Unregistered Equitable Mortgage	116 A	Full amount.

**ANNEXURE-31**

**DEVELOPMENT LOAN**

REPCO BANK LTD.,  
BRANCH \_\_\_\_\_

Statement on loans disbursed  
under Discretionary Powers  
For the Month of \_\_\_\_\_

Sl. No.	Name of the Borrower	Previous Loan			Present Loan		
		Loan Scheme & L.A. No.	Amt (Rs)	Date of discharge	Scheme	Amt (Rs)	Date of disbursement.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Existing Scheme	Existing Deposit		Security Particulars			Value (Rs)	Remarks
	Amt. (Rs)	Date of maturity	1. Hypothecation of stock	2. Collateral Security	3. Others		
(9)	(10)	(11)	(12)			(13)	(14)

RCB/165/3

MANAGER.

ANNEXURE-32  
DEVELOPMENT LOAN

Monthly report on Development Loans disbursed to borrowers  
and insurance cover taken for the month of .....

Total No. of loan cases disbursed during the month	Amount released during the month	Sum Insured during the month	Premium Collected during the month	Premium remit- ted to the Insurance Co., during the month.
----------------------------------------------------------------	-------------------------------------------	---------------------------------------	---------------------------------------------	------------------------------------------------------------------------

-----

It is certified that the loans disbursed during the month/ previous expired policies fall during the month have adequately covered/renewed under insurance policy.

BRANCH MANAGER.

**ANNEXURE-32  
DEVELOPMENT LOAN**

**D.C.B. STATEMENT PART - A**

Month :	Amount in thousand Rs.											
	No. of A/cs.	Pril.	Int.	P.Int.	Pril.	Int.	P.Int.	standing				
Classification	DEMAND	COLLECTION	Advance	BALANCE(OVERDUE)	Principal	Out-						
			Collec-	tion.		standing						
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Dev. Loans												
Jewel Loans												
Salary Loans												
Consumer Loans												
Education Loans												
Vehicle Loans												
Others												

TOTAL

Certified that figures are tallied with G.L. and upto date postings made in the Loan Ledger Folios.

Branch : Prepared by :

Date :

Chief/Branch Manager.

**ANNEXURE-3A  
DEVELOPMENT LOAN**

**D.C.B. STATEMENT - PART B - (DEVELOPMENT LOANS)**

Quarter ending .....		Amount in thousand Rs.					
Sl. No.	Name of the Loanee	DEMAND	COLLECTION	Date of last Collection	BALANCE (OVERDUE)	Balance Out- taken/ standing	Action Re- marks
No.		Pril. Int. P.Int.	Pril. Int. P.Int	Pril. Int. P.Int.	Pril. Int. P.Int.		
(1) (2)	(3)	(4) (5) (6)	(7) (8) (9)	(10) (11) (12)	(13) (14) (15)		

Branch :

Date :

Chief/Branch Manager.

**ANNEXURE-35  
DEVELOPMENT LOAN**

**LOAN APPLICATION REGISTER**

I.A No.	Date of receipt	Name of Applicant & Business Address	Nature of Business	Amount applied for Rs.	Date of inspection to H.O.	inspected Rs.	Amount sent to H.O.	Date of disbursement	No. of disbursement	Amount sent to H.O. on Rs.	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)

Deputy Manager

Sd/-  
Managing Director.



**ANNEXURE-36  
DEVELOPMENT LOAN**

**SECURITY REGISTER**

Sl. No.	Loan Amt. in Rs.	Name and address	Nature of Mortgage	SCHEDULE OF PROPERTIES (As in loan Documents)	TITLE DOCUMENTS DEPOSITED (Indicate Original or copy)	VALUATION Rs.	Remarks
			XI		As on		
					(1)	(2)	(3)

**Borrower:**

**Mortgagor:**


1. Land:
2. Building:
3. Others:
4. Total:

Signature of Branch Manager

Signature of Borrower

Signature of Mortgagor

XI - (State whether Registered Mortgage or Registered Equitable Mortgage by Memorandum of Deposit of Title Deeds, or Equitable Mortgage by Deposit of Title Deeds etc., with details of document No., date, office of Registration, etc.)

<b>THE REPATRIATES CO-OP FINANCE AND DEV. BANK LTD</b>  <b>REPCO BANK</b> (Govt. of India Enterprise) Repco Tower 33, North Usman Road, T. Nagar, Chennai - 600 017.	BRANCH <b>T. NAGAR BRANCH</b>	<i>Photo</i>
<b>APPLICATION FOR HIRE PURCHASE FINANCE</b>		

I. a) Full name of Applicant Company /Firm/Concern (Capital letters):	Membership No.
b) Father's/Husband's name:	
c) Profession / Occupation:	
d) Age :	
Address	
Office :	Residence:
e) Telephone: (O) <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (R) <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Fax <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
f) Name of Banker	
Branch	
Current/SB A/C No.	

II. Description of Assets : (proposed to be acquired)

Description	Model	Make	Cost Rs.	Margin / Deposit / DBM Rs.	Loan requested Rs.	Period of Repayment Requested

III. a) Status: #  Individual  Proprietary  Partnership  Ltd.Co.  Others.....

b) State the names of Partners (in the case of partnership) or Directors (in the case of companies) or Proprietor (in the case of proprietary concerns).

1.

2.

3.

- c) PARTICULARS OF SALARY (in the case of Applicant / Guarantor is a salaried person)  
Salary certificate to be attached along with undertaking of Employer for deduction of EMI.

	Applicant	1st Guarantor	2nd Guarantor
Gross Salary			
Total deduction			
Net Salary			

- d) Registration/License obtained for business (provide distinct number)

- e) Address Proof  Driving License  Passport  Telephone Bill  
 Family card  IT Assessment order  Sales Tax R.C.

Distinct No.

IV. Existing Investments #

	Short Description	Amount/Value Rs.	Source of Fund
a)	Working Capital / Durables		
b)	Land and Building		
c)	Machinery / Jewel		
d)	Vehicles (Make/Model/Regn. No.)		
e)	Others / Deposits		
	TOTAL		

V. Particulars of Income & Expenditure during the past three years #

YEAR	Sales/Income Rs.	Purchase/Expenditure Rs.	Profit / Surplus Rs.

VI. Existing Liabilities (including those with our Bank)

S.No.	Bank/Institution	Nature of loan	Amount Rs.	Date of availment	Outstanding Rs.	Overdues Rs.

VII. Give name, address, phone number of two persons of status to whom reference can be made (preferably existing member of the bank).

1. .... 2. ....  
 .....  
 .....  
 .....

VIII. Purpose / Need of the Asset to be Purchased:

IX. Guarantor(s):

	1st Guarantor	2nd Guarantor
a) Full Name of Guarantor (Capital Letters)	Age :	Age :
b) Membership No.		
c) Father's /Husband's name		
d) Profession / Occupation (mention briefly)		
e) Permanent address #		
f) Monthly / Annual income # Rs.		
g) Particulars of Investments and properties		

Additional Particulars connected to this proposal (if any) :


The particulars given above are in every respect true and correct and that we have not withheld any information likely to affect the acceptance of this proposal and that the properties mentioned herein are our exclusive properties and will not in any way be transferred or alienated until the obligations arising out of the agreement are fulfilled and we agree that this proposal shall be the basis of the contract between us.

I request that the application may be considered for the above facility.

I have read the rules and regulation of the bank and abide by them.

DATED AT                      THIS                      DAY OF                      19

SIGNATURE OF THE GUARANTOR(S)

SIGNATURE OF THE APPLICANT

Note: If space is inadequate additional sheet to be attached. # Proof/evidence to be produced.

List of Enclosures :

- |    |    |
|----|----|
| 1. | 5. |
| 2. | 6. |
| 3. | 7. |
| 4. | 8. |

## HPF APPRAISAL REPORT

Name	Branch	LA No.					
1. About Applicant (General and credit worthiness assessment) :							
2. About Guarantor (General and credit worthiness assessment) :							
3. Business Premises/House : <span style="float: right;">Distance from Branch ..... kms</span>							
<i>If owned</i> <span style="float: right;"><i>If rented</i></span>							
Extent of Land :		Advance Paid Rs. :					
Extent of Building :		Rent p.m. Rs. :					
Total value Rs. :		Lease expires on :					
4. Present Assets and Liabilities with the Bank (as on.....)							
DEPOSITS			LOANS				
Type & Account No.	Date of opening	Amount outstanding Rs.	Type & Account No.	Date	Amount Availed Rs.	Amount Outstanding Rs.	Amount Overdue Rs.
Applicant							
Total			Total				
Guarantor							
Total			Total				

5. Observations and recommendation of appraising officer :

6. Details of Securities offered and its value :

S.No.	Nature	Particulars	Value (Rs.)
1.	Deposit		
2.	Land & Buildings		
3.	Guarantor's Deposits (to be under lien)		
4.	L.I.C. Policy / NSC etc.		
5.			
	Total		

7. Whether formal or informal confidential opinion from other Banks/ other source obtained? Give details.

8. I have verified the particulars furnished in the application and found correct. I Recommend/Sanction Hire Purchase Finance under the following terms apart from other usual terms :

Cost of Asset	Margin/ Deposit/ PBM	Quantum of Finance	Flat / DBM Rate % p.a	Period of Repayment	Guarantor/s	Deposit (to be unertien) Rs.	Other Collateral Security

9. Any other condition :

Date :

MANAGER

Place :

Dated :

ON DEMAND, I ..... Son of  
 ..... Membership No. ....doing  
 business at No. ....  
 .....promise to pay the REPATRIATES  
 CO-OPERATIVE FINANCE AND DEVELOPMENT BANK LIMITED, having its office at No. 112, Thiyagaraya  
 Road, T.Nagar, Madras - 600 017, or order the sum of Rs. ....  
 (Rupees ..... only)  
 for value received with interest thereon at ..... per annum on quarterly rests or  
 at such other rate/rates as may be fixed from time to time.

Rs. ..../-

BORROWER

Witnesses:-

1.

2.

Before Me.



ANEXXURE - 40  
HPF-LOAN AGREEMENT

RCB.212

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 199  
between **Repatriates Cooperative Finance and Development Bank Ltd.** registered under Multi-Unit  
Cooperative Societies Act, 1942 deemed to be registered under the Multi-State Coop. Societies Act,  
1984 having its Registered Office at No.112, Thyagaraya Road, T. Nagar, Madras-17. (herein after called  
"the Owner") of the first part and Mr./Ms./M/s \_\_\_\_\_

Member of the Bank vide Membership No. \_\_\_\_\_ (herein after called the Hirer"  
of the second part, and Mr./Ms./M/s \_\_\_\_\_

Member of the Bank vide Mem-  
bership No. \_\_\_\_\_ (hereinafter called "the Guarantor") of the third part, witnesseth that:

Whereas the Hirer has, in terms of the Application form signed by him accepting the regulation of  
the Hire Purchase scheme of the Owner, requested for finance for the purchase of item/s mentioned in  
First Schedule and the said Application form is to be regarded as the basis of this contract:

Whereas the Owner, have considered the Application and agreed to finance the said purchase on  
the following terms and conditions:

**NOW IT IS HEREBY AGREED AS FOLLOWS**

Clause I: The Owner, being the Owner of the items morefully described in the First Schedule  
hereto and hereinafter referred to as "the Property" agrees to let and the Hirer agrees to take up on hire  
the property from the date hereof subject to the terms and conditions herein contained which shall be  
taken and read as part of this agreement.

Clause II: On the execution of this agreement, the Hirer shall pay to the Owner a sum of Re.1/- in  
consideration of the option of purchase given to the Hirer by Clause IV hereof and to exercise by him if he  
chooses later on.

Clause III: The hirer shall pay to the Owner on the execution of the Agreement the sum of  
Rs. \_\_\_\_\_ (Rupees ..... ) as initial payment by way  
of hire and a sum of Rs. \_\_\_\_\_ (Rupees ..... ) as  
service charges both of which shall become the absolute property of the Owner and will punctually pay  
to the Owner at their address for the time being the sums mentioned in the second schedule hereto on  
the dates therein mentioned whether previously demanded or not, by way of rent for the hire of the  
Property.

Clause IV: The Hirer shall duly perform and observe all the terms and conditions in this Agreement  
contained on his part to be performed and observed, and shall in the manner aforesaid pay to the Owner  
monthly sums by way of hire amounting and shall also pay to the Owner all other sums of money which  
may become payable to them by the Hirer under this Agreement, the hiring shall come to an end and the  
Property shall at the option of the Hirer become his property and the Owner will assign and make over all  
their right, title and interest in the same to the Hirer but until such payments, as aforesaid have been  
made, the Property together with an accession improvements, and additions made thereto by the Hirer  
shall remain the absolute property of the Owner.

Clause V: The Guarantor in consideration of the Owner agreeing to let the said Property to Hirer,  
hereby guarantees the due performance by the Hirer of all the Clauses and covenants of this Agreement  
and agrees to pay on demand any moneys due or which may become payable to the Owner under this  
Agreement (and not paid by the Hirer) either by way of hire, expenses, or damages, repairs, replace-  
ments or other supplies.

Clause VI: The Guarantor further agrees that any time or indulgence granted to the Hirer by the  
Owner shall not prejudice the Owner's rights against him or relieve him from his guarantee which will be  
a continuing guarantee till such time that the Owner may have any claim against the Hirer in respect of  
this Agreement.

IN WITNESS whereof the parties hereto have set their hands.

Witnesses:

Hirer:

1.

2.

Guarantor:

Witnesses:

1.

2.

Owner:

The "Property" and any other addition, improvement, renewals, and replacements made thereon shall be held by the Hirer subject to the following conditions.

(1) (a) The Hirer shall keep the said Property in his own custody and control in good and substantial working order and repair and shall be responsible for all risks, damage by fire, etc. and will not remove the said Property from his above address or other permitted address without the previous consent of the owner in writing, such consent not to be unreasonably withheld.

(b) At the commencement of the Agreement the Registered address of the Hirer is

---

The Hirer shall be bound and hereby undertake to notify to the Owner any alteration of his address within a week of such change.

(2) The Hirer shall duly and punctually pay or cause to be paid the rent or rates and taxes and other out-goings payable in respect of the premises where the Property may be and on demand show the owner or his nominees the receipt thereof and keep the said Property free from and not suffer the same to be taken to any distress for rent or otherwise or in execution or other legal process.

(3) The Hirer shall permit the owner and all persons authorised by the Owner at reasonable time to inspect the condition of the said property and for the said purpose to enter upon the premises where the Property may be.

(4) The Hirer shall not sell, assign, transfer, pledge or mortgage, let or otherwise deal with or part with the possession of the said Property or any interest in the same or in the option to purchase or in the Agreement or attempt to do so or create or allow to be created any lien upon the said Property whether for repairs or otherwise or commit or otherwise suffer any act of bankruptcy (or enter into any voluntary or compulsory liquidation) or enter into any compromise or arrangement with his creditors.

(5) The Hirer shall not cause, permit or allow or suffer the said property or any of them to become liable to distress, execution or any other processes levied or issued against the Hirer whether alone or jointly with any other person or persons.

(6) The Hirer shall immediately after the signing of the Agreement, keep insured the Property during the period of hiring against any loss or damage by accident or fire or other perils under a Comprehensive Policy with an Insurance Company approved by the Owner, and will punctually pay all premiums and other sums required for keeping the said insurance effective throughout the period of this Agreement and hand over the policy of Insurance and Receipts for premiums paid, to the custody of the owner. Provided that in case the Hirer shall at any time fail to effect or keep effective the said Policy by making default in any payment of any premium or in any other way, the Owner, shall, in addition to and without prejudice to any right that he will be entitled to exercise in case of default under this Agreement, be entitled to effect such insurance and pay the premium to the said Insurance Company and the Hirer shall forthwith pay to the Owner all the premiums and other so paid by the Owner and any case and expenses occasioned by the Hirer's default in effecting or keeping the insurance effective. The Hirer shall not use or permit the use of the Property for any purpose not permitted by the terms and conditions of the insurance Policy nor do or permit to be done any act or thing which might render the insurance invalid. The Hirer hereby irrevocably appoints the Owner as his agent for the purpose of receiving all moneys payable under the said Policy of Insurance and given discharge thereof and the Owner may notify the insurers of this condition.

(7) The Hirer shall pay all licences, duties, fees, all taxes, surcharges and registration charges payable to the Govt. in respect of the said Property and if any such duties, fees or charges shall have been paid by the Owner on account of the Hirer, the Hirer, shall forthwith repay the same.

(8) The Hirer may at any time terminate the hiring by returning the Property to the Owner (in the same order and condition in which it was delivered to the hirer fair wear and tear expected) and at the Hirer's risk and expenses. The determination of the hiring as aforesaid shall not affect or prejudice the claim of the Owner for arrears of hire payments due up to date of such return of the Property or for damages for breach of this Agreement or the Owner's right to enforce such claim by action or otherwise.

(9) In case the Hirer shall during the Continuance of this Agreement do or suffer any of the following acts or things, viz. either,

- (a) fail to pay any of the hiring instalments within the stipulated time whether demanded or not;
- (b) dies, become insolvent or compound with his creditors;
- (c) the hirer being a limited Company shall pass a resolution for voluntary winding up or shall have a petition for winding up presented against it or if a receiver shall be appointed of its undertaking;
- (d) pledge or sell or attempt to pledge or sell or part with possession of or otherwise alienate or transfer the Property;
- (e) do or suffer any act or thing whereby or in consequence of which the said Property may be distrained, or taken in execution under legal process, or by any public authority;
- (f) fail to keep the Property comprehensively insured during the period of Agreement;

- (g) fail to pay to the Govt. or Public authority any taxes or surcharge due in respect of the Property'
- (h) remove the property to another State and gets its re-registered there.
- (i) break or fail to perform or observe any of the conditions on his part herein contained; then and on the occurrence of any such event, the rights of the Hirer under this Agreement shall forthwith stand determined ipso facto without any notice to the Hirer and all the instalments previously paid by the Hirer shall be absolutely forfeited to the Owner who shall thereupon be entitled to enter any house or place where the said Property may be kept, remove and retake possession of the same and to sue for all the instalments due and for damage for breach of the Agreement and for all the costs of retaking possession of the said Property and all additional costs occasioned by the Hirer's default.

(10) a) The Hirer shall repay to the Owner on demand all expenses, legal and other charges incurred by the Owner in ascertaining the whereabouts of the Hirer of the Property or in taking steps to resume possession of the Property or in applying for or enforcing payment of any sums payable by the Hirer to the Owner under this Agreement including in the case of an inspection of the Property by the Owner at a time when the Hirer is in default under this Agreement, the travelling expenses of the Owner or their agents or any other person employed by them, from their office to and from the place of inspection and also expenses for realisation of cheques issued by the Hirer towards amount due under this Agreement.

(10) (b) The Hirer further agrees not to have the property re-registered in any other State until all the amount of hire and other dues, which may be found payable by the Hirer under the Agreement and paid to the Owner. Nevertheless, should the Hirer choose to remove the property to another State and get it re-registered there, he will be held liable for committing breach of the Hire Purchase Agreement and is bound to compensate any loss or damage sustained by the Owner because of such unauthorised action on his part besides being liable also under the Criminal Law.

(11) The Hirer acknowledges that he holds the Property as a mere bailee of the owner and shall not have any proprietary right, title or interest as purchaser therein until he having exercised in writing his option to purchase as hereinbefore provided by payment of the whole amount due under this Agreement or under any term thereof, the Owner makes over to him all their right, title and interest in the Property.

(12) The Hirer shall during the continuance of the Agreement indemnify the owner against loss or damage to the Property of any part thereof from whatsoever causes arising and whether or not such loss or damage results from the negligence of the Hirer.

(13) The monthly payment of hire monies for the said Property as set forth above shall be secured by the delivery to the Owner a Promissory Note of the value of hirer purchase money set forth in the Schedule hereto; provided that such Promissory Note shall be by way of collateral security only and shall not be deemed to be conditional payment of the said monthly hire amounts, provided if the hiring be determined under any of the Clauses herein contained the Owner shall re-deliver to the Hirer the said Promissory Note.

(14) If default be made in payment of any instalment of the hire amount due under the Agreement, the Hirer shall pay to the Owner additional finance charges on the default instalments of Hire charges at the rate prescribed in the letter of offer and acceptance from time to time in arrears until payment thereof or determination of this agreement under the terms herein but this Clause shall not in any way prejudice the Owner's rights under the Agreement to repossess of the Property or to determine the hiring of the Agreement or otherwise.

(15) In the event of the Owner repossessing the Property under any of the circumstances stated supra, the Hirer may request the Owner to revive the Contract and apply for deliver of the Property and such request may be entertained by the Owner upon such terms and conditions as they think fit and proper

(16) The expressions 'OWNER', 'HIRER' and 'GUARANTOR' herein used include their executors, administrators and assignees and representatives in interest whatever the context so admits.

(17) No neglect or delay or indulgence on the part of the Owner in enforcing the terms of the Agreement and any consideration of forbearance or granting of time to the Hirer by the Owner shall be deemed to be a waiver of any breach of the Hirer of any terms of the Agreement or prejudice the strict rights of the Owner hereunder.

(18) The Hirer has examined (or has caused to be examined) the property and satisfied himself as to its condition. No warranty is implied on the part of the Owner as to the quality or state of the Property or to its fitness for any purpose whatsoever.

(19) This finance is availed by the Hirer subject to the regulations of Bank's Hire Purchase Scheme in force from time to time and in the case of default, recovery proceedings shall be initiated as per the Multi-State Coop. Societies Act, 1984 without prejudice to other means of recovery.

The contents of the aforesaid Agreement were read out, explained and interpreted to the Hirer and to the Guarantor in their own language after the said Agreement was duly filled in and understood by the Hirer and the Guarantor and thereafter the signaturers were taken on the Agreement.

Hirer:

Owner:

Guarantor:

**FIRST SCHEDULE ABOVE REFERRED TO**

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**SECOND SCHEDULE**

**PAYMENT BY WAY OF HIRE**

(Forming part of Hire purchase Agreement dated _____)		1.On _____	Rs. _____
		2.On _____	Rs. _____
		3. On _____	Rs. _____
		4. On _____	Rs. _____
<b>Value of Property</b>	Rs.	5. On _____	Rs. _____
		6. On _____	Rs. _____
<b>Less: Intial Hire</b>	Rs.	7. On _____	Rs. _____
		8. On _____	Rs. _____
<b>Amount Financed</b>	Rs.	9. On _____	Rs. _____
		10.On _____	Rs. _____
<b>Finance Charges</b>	Rs.	11.On _____	Rs. _____
		12.On _____	Rs. _____
<b>Service Charges</b>	Rs.	13.On _____	Rs. _____
		14.On _____	Rs. _____
<b>Total</b>	Rs.	15.On _____	Rs. _____
		16.On _____	Rs. _____
<b>Less: Service Charges received</b>	Rs.	17.On _____	Rs. _____
		18.On _____	Rs. _____
<b>Balance</b>	Rs.	19.On _____	Rs. _____
		20.On _____	Rs. _____
<b>Add Insurance Premium for 2nd Year</b>	Rs.	21.On _____	Rs. _____
<b>for 3rd Year</b>	Rs.	22.On _____	Rs. _____
		23.On _____	Rs. _____
<b>Add: Handling Charges for 2nd year</b>	Rs.	24.On _____	Rs. _____
<b>for 3rd year</b>	Rs.	25.On _____	Rs. _____
		26.On _____	Rs. _____
		27.On _____	Rs. _____
		28.On _____	Rs. _____
		29.On _____	Rs. _____
		30.On _____	Rs. _____
<b>Grand Total</b>	Rs.	31.On _____	Rs. _____
		32.On _____	Rs. _____
		33.On _____	Rs. _____
		34.On _____	Rs. _____
		35.On _____	Rs. _____
		36.On _____	Rs. _____

Owner:

Hirer:

**ANNEXURE-41**

**HIRE PURCHASE FINANCE**

RCB 1/HP

**ACKNOWLEDGEMENT FOR DELIVERY**

REPCO Bank Limited

I/we \_\_\_\_\_

hereby acknowledge having taken delivery from \_\_\_\_\_

Machinery / Equipment / Asset \_\_\_\_\_

No. \_\_\_\_\_ Motor Vehicle \_\_\_\_\_

Registered under Policy (Insurance) No. \_\_\_\_\_

bearing Engine No. \_\_\_\_\_ chassis No. \_\_\_\_\_

in good order and condition, complete with all tools and accessories, having hired the said asset from REPCO Bank Limited under agreement dated \_\_\_\_\_ and in accordance with the terms and conditions contained therein. The Company has mere financiers and owners have no concern with registration or obtaining permits etc., which will be done by me/us. I/We will make no claim or claims for the asset for any defect therein on REPCO Bank Limited as I/We have taken delivery to my/our entire satisfaction after thorough enquiries regarding specification etc.

Witness:

Address

Place:

Date:

(This receipt must accompany Bill)

**ANNEXURE-42**

**HIRE PURCHASE FINANCE**

RCB 2/HP

**UNDERTAKING TO KEEP THE VEHICLE INSURED**

From

Date:

To  
REPCO Bank Limited,  
33, North Usman Road,  
T.Nagar, Chennai - 17.

Sir,

Ref:

\*\*\*\*\*

I have today executed a hire purchase agreement in your favour in respect of the aforementioned vehicle / asset. I will keep the vehicle insured for all risks under a comprehensive policy during the period of hiring with an Insurance Company approved by you. If at any time fail to effect or keep effective the said Insurance Policy by making default, you will be entitled to effect such insurance and pay the premium to the said Insurance Company and hereby undertake to pay forthwith all the premia and other sums so paid by you and also any cash and expenses occasioned by my default in effecting or in keeping the insurance effective.

Notwithstanding the above, I hereby authorise you to add insurance premia, to ensure prompt and adequate insurance coverage during the currency of the hire purchase contract, by way of deposit and I will pay the amounts so added for this purpose and included in the hire money instalments mentioned in the Second Schedule to the hire purchase agreement.

Yours faithfully,

(HIRER)

**ANNEXURE-43**  
**HIRE PURCHASE FINANCE**

RCB 3/HP

LETTER TO INSURANCE COMPANY

Date:

From

To

Dear Sirs,

Re: HP Agreement in respect of vehicle \_\_\_\_\_

HP Interest-Policy / Certificate No. \_\_\_\_\_

I/We wish to inform you that I/we have entered into a hire purchase agreement with REPCO Bank Limited in respect of the above vehicles.

Hence I/We request you to kindly note their interest in the Policy/Policies as the Hire Purchase Company interested in the vehicle and send the endorsement/s directly to them under advice to me/us. Further I/We request you to kindly note the interest of their bankers at their instructions.

At the time of renewal I/We request you to kindly place the renewal under intimation with REPCO Bank Limited and act as per their instructions.

I/We authorise you, to pay all claims in respect of loss or damage to the above vehicle (which loss or damage is not made good by repair, reinstatement or replacement) to REPCO Bank Limited as long as they are the owners of the Motor Vehicle. Any refund available in respect of a Policy may be paid to REPCO Bank Limited.

..2/-

I/We hereby agree that the receipt given by them for such payment shall be a full and final discharge to yourselves in respect of such loss or damage.

Thanking you,

HIRER

Copy to: REPCO Bank Limited,  
Head Office,  
No.33, North Usman Road,  
T.Nagar, Chennai - 17.



ANNEXURE-44

HIRE PURCHASE FINANCE

RCB 4/HP

LETTER OF AUTHORISATION TO REGISTERING AUTHORITY

Dated: \_\_\_\_\_

From

To  
The Registering Authority,  
Motor Vehicles Department.

Dear Sir,

I/We have to inform you that I/We have taken \_\_\_\_\_

\_\_\_\_\_ bearing chassis No. \_\_\_\_\_

Engine No. \_\_\_\_\_ on hire from REPCO Bank who are  
the owners of the same.

I/We here duly applied for registering the above vehicle.

I/We hereby authorise you to transfer the vehicle at the request  
of the said REPCO Bank to any other person as specified by them.

This is irrevocable on my/our part.

Yours faithfully,

ANNEXURE-46

HIRE PURCHASE FINANCE

RCB 5/HP

HIRE PURCHASE TERMINATION FORM

(Notice of Termination of Agreement  
of Hire Purchase)

To  
The Registering Authority.

We, the undersigned, hereby request that the note endorsed on the Certificate of Registration, forwarded herewith of vehicle No. \_\_\_\_\_ in respect of an agreement of Hire Purchase between us be cancelled.

Date: \_\_\_\_\_ (Signature of Registered Owner)

Date: \_\_\_\_\_ (Signature of Hire Purchase Company)

Encl: Form 35 in duplicate

**ANNEXURE-46**

**HIRE PURCHASE FINANCE**

**FORM CARD**

Intimation of loss or destruction of certificate of registration or of the fact of the owner not being in possession thereof for reason beyond his control and application for duplicate.

To

The Registering Authority,

The certificate of registration of my motor vehicle the registration mark of which is \_\_\_\_\_ has been lost/destroyed in the following circumstances and is not in my possession for the reason specified below:

I/We hereby declare that to my/our knowledge the registration of the vehicle has not been other suspended or cancelled under any of the provisions of the Act or rules made thereunder and I/We herewith deposit the fee of Rs. \_\_\_\_\_ and apply for the issue of duplicate certificate of registration.

Address:

Date:

Signature.

..2/-

To

Date:

REPCO Bank Ltd.,

Dear Sir,

Re: Vehicle  
Chassis No.

Engine No.

The above vehicle, of which you are owner and which I/We am/are hiring from you with option to purchase, has, for purposes of the Motor Vehicles Act, been registered, showing me as "owner" with your name entered with Hire Purchase endorsement in terms of Form 20 to the Schedule to the motor Vehicles Act. As you are the owner and I/we am/are only the hirer and in case you have to repossess the vehicle, you should be in a position to transfer the registration in your name as owner or to any purchaser from you. For that purpose, I/We have signed blank transfer forms and delivered the same to you. I/We authorise you to fill up and use the forms if and when necessary.

Yours faithfully,

(HIRER)

**FORM NO. 20**

[See Rule 47 of the Central Motor Vehicle Rules, 1959]

**APPLICATION FOR REGISTRATION OF A MOTOR VEHICLE**To  
The Registering Authority

1. Full name of the person to be registered as registered owner Son/Wife/Daughter of

2. Age of the person to be registered as registered owner (Proof of age to be attached)

3. Permanent address of the person to be registered as registered owner (Evidence to be produced)

4. Temporary address of the person to be registered as registered owner

5. Name and address of the dealer or manufacturer from whom the vehicle was purchased  
(Sale certificate and certificate of road worthiness issued by the manufacturer to be enclosed)

6. If ex-army vehicle, or imported vehicle, enclose proof. If locally manufactured Trailer/Semi-trailer, enclose the approval of design by the State Transport Authority and note the proceedings number and date of approval

7. Class of vehicle (if motor cycle, whether with or without gear)

8. The motor vehicle is—

- (a) a new vehicle
- (b) Ex-army vehicle
- (c) imported vehicle

9. Type of body

10. Type of vehicle

11. Maker's name

12. Month and year of manufacture

13. Number of cylinders

14. Horse power

15. Cubic capacity

16. Maker's classification or if not known-wheel-base

17. Chassis number : (Affix pencil print)

18. Engine number

19. Seating capacity (including driver)

20. Fuel used in the engine

21. Unladen weight

22. Particulars of previous registration and registered number (if any)

23. Colour or colour of body, wings and front end

I hereby declare that the vehicle has not been registered in any state in India.

**ADDITIONAL PARTICULARS TO BE COMPLETED ONLY IN THE CASE OF  
TRANSPORT VEHICLES OTHER THAN MOTOR CAB**

24. Number, description and size of tyres— (a) Front axle (b) Rear axle (c) Any other axle (d) Tandem axle	
25. Gross vehicle weight— (a) As certified by the manufacturer (b) To be registered	Kgms. Kgms.
26. Maximum axle weight— (a) Front axle (b) Rear axle (c) Any other axle (d) Tandem axle	Kgms. Kgms. Kgms. Kgms.
27. (a) Overall length (b) Overall width (c) Overall Height (d) Over hang	

The above particulars are to be filled in for a rigid frame motor vehicle of two or more axles for an articulated vehicles or three or more axles, to the extent applicable, for trailer, where a second semi-trailer or additional semi-trailer are to be registered with an articulated motor vehicle. The following particulars are to be furnished for each semi trailer:—

28. Type of body	
29. Unladen weight	
30. Number, description and size of tyres on each axle	
31. Maximum axle weight in respect of each axle	

32. The vehicle is covered by a valid certificate of insurance under Chapter XI of the Act

Insurance Certificate or cover note No. \_\_\_\_\_ dt \_\_\_\_\_ of \_\_\_\_\_  
(Name of the company)

Valid from \_\_\_\_\_ to \_\_\_\_\_

33. The vehicle is exempted from insurance. The relevant order is enclosed.	
34. I have paid the prescribed fee of rupees _____	

*Signature or thumb impression of the person to be registered as registered owner*

Date :

CERTIFICATE OF INSPECTION OF MOTOR VEHICLE

Certified that the particulars contained in the application are true and that the vehicle complies with the requirements of the Motor Vehicles Act, 1988 and the Rules made thereunder.

Signature of the Inspecting Authority \_\_\_\_\_

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

OFFICE ENDORSEMENT

Ref. number \_\_\_\_\_ DATE \_\_\_\_\_

Office of the \_\_\_\_\_

The above said motor vehicle has been assigned the Registration number \_\_\_\_\_ and registered in the name of the applicant and the vehicle is subject to an agreement of Hire-Purchase / Lease / Hypothecation with the Financier referred above.

DATE \_\_\_\_\_ Signature of the Registering authority

To  
The Financier \_\_\_\_\_

(TO BE SENT BY REGISTERED POST WITH ACKNOWLEDGEMENT DUE)

Specimen signature or thumb impression of the person to be registered as registered owner and Financier are to be obtained in original application for affixing and attestation by the Registering Authority with office seal in Forms 23 and 24 in such a manner that the part of impression of seal or a stamp and attestation shall fall upon each signature.

Specimen signature of the Financier

Specimen signature of the Registered owner

(1) \_\_\_\_\_ (1) \_\_\_\_\_

(2) \_\_\_\_\_ (2) \_\_\_\_\_

**E.—** The motor vehicle above described is—

(i) Subject to Hire purchase agreement/Lease agreement with \_\_\_\_\_

(ii) Subject to hypothecation in favour of \_\_\_\_\_

(iii) Not held under Hire purchase agreement or Lease agreement or subject to Hypothecation.  
Strike out whatever is inapplicable. If the vehicle is subject to any such agreements the signature of the Financier with whom such agreement has been entered into is to be obtained.

*Signature of the Financier with whom an agreement of Hire-Purchase, Lease or Hypothecation has been entered into.*

*Signature or thumb impression of registered owner*



HPF

**FORM 26**  
[ See Rule 53 ]

**APPLICATION FOR THE ISSUE OF DUPLICATE CERTIFICATE OF REGISTRATION**

(To be made in duplicate if the vehicle is held under an agreement of Hire-Purchase / Lease / Hypothecation and in Triplicate if the Registering Authority is different, the duplicate copy and the Triplicate copy with the endorsement of the Registering Authority to be returned to the Financier and Registering Authority simultaneously on issue of Duplicate Certificate).

To

THE REGISTERING AUTHORITY .....

This Certificate of Registration of my/our Motor Vehicle, the Registration Mark of which is .....  
..... has been lost/destroyed/  
completely written-off/soiled/torn mutilated in the following circumstances.

I/We, hereby declare that to the best of my / our knowledge the registration of the vehicle has not been suspended or cancelled under the provisions of the Act or Rules made thereunder and the circumstances explained above are true.

- I/We do hereby apply for the issue of a duplicate certificate of registration.*
- The written-off/soiled/torn/mutilated certificate of Registration is enclosed.
- The Vehicle is not held under any agreement of Hire Purchase / Lease / Hypothecation.
- The Vehicle is also not superdari and free from all encumbrances.

I/We hereby declare that I/We on ..... (date) have filed a complaint (copy enclosed) with the police about the loss of Certificate of Registration immediately after the loss has been noticed.

Date .....  
Strike out whichever is Inapplicable

Signature or Thumb-impression  
of the APPLICANT

The Vehicle is held under Hire Purchase / Lease / Hypothecation agreement with .....  
..... and the  
"No Objection Certificate" has been Granted / Refused by the Financier hereunder:

(Where "No Objection Certificate" is refused applicant shall make a declaration as required under sub-section (8) of Section 51)

Signature or Thumb impression of the OWNER.

Name .....

Full Address .....

Date .....

Note : (1) Full particulars of the circumstances shall be furnished in the case of loss or destruction of the Registration Certificate.

(2) Strike out whichever is inapplicable.

**CONSENT OF THE FINANCIER FOR GRANT OF "NO OBJECTION CERTIFICATE"  
"UNDER SECTION 51 (6)"**

I / We being a party to an agreement of Hire Purchase / Lease / Hypothecation in respect of Motor Vehicle specified above,

(1) have "No Objection" in issue of the duplicate Certificate of Registration of the said Vehicle.

(2) have "Objection" in issue of the duplicate Registration Certificate of the said vehicle, for the reasons give hereunder.

.....  
.....

Date .....

Signature of the Financier.

**OFFICE ENDORSEMENT**

Ref No. .... Office of the .....

A duplicate Certificate of Registration as requested above is issued with the note of agreement of Hire Purchase / Lease / Hypothecation on ..... and is noted in the original Registration Records in Form 24.

Date .....

Signature of the REGISTERING AUTHORITY

To  
The Financier .....

To  
The Registering Authority .....

.....  
.....

.....  
.....

(To be sent to both the above parties by Registered Post Acknowledgement Due)

Specimen signature or thumb impression of the Regd. owner and the Financier are to be obtained in the original application for affixing final attestation by the Registering Authority with the office seal in Form 23 & 24 in such a manner that the part of impression of seal or stamp and attestation shall fall upon each signature

-----  
Specimen signature of the FINANCIER

-----  
Specimen Signature of the REGISTERED OWNER

1.

1.

2.

2.

HPF

FORM - 29

[ See Rule 55 (1) ]

Notice of Transfer of ownership of a motor vehicle

(To be made in duplicate and the duplicate copy with the endorsement of the Registering Authority to be returned to the Transferor immediately on making entries of transfer of ownership in certificate of Registration and form 24)

To  
The Registering Authority,

(In Whose jurisdiction the transferee resides)

I/We.....resident  
of.....  
have on the..... day of..... the year..... sold  
and delivered my/our vehicle No..... make.....  
Chassis No..... Engine No.....  
to Shri / Smt..... (Name)  
Son / Wife / Daughter of ..... residing  
at.....  
(House No. / Street / Village / Town Dist. and State) under an Agreement of Hire Purchase/Lease/Hypothecation  
with.....

The Registration Certificate and Insurance Certificate has been handed over to him/her/them.

To the best of my/our knowledge and belief the vehicle is not superdari and free from all encumbrances and information furnished is true. I/We undertake to hold my/our self responsible for any inaccuracy or suppression of information.

Signature of the Financier  
(to give his consent)

Date.....  
cc

Signature or Thumb-impresion of the  
Registered Owner (Transferor)

Date.....

I/We .....(transferee)  
Copy to the Registering Authority .....in whose jurisdiction the  
transferor reside.

Note: To be sent to the both the Registering Authority by Regd. Post Acknowledgement due.

OFFICE ENDORSEMENT

Ref. No..... Dated..... office of the.....  
..... The  
Ownership of the Vehicle has been transfered to the name of.....  
.....  
with the note of the above said agreement with effect from.....(Date)  
Date.....

To

.....  
.....  
(The transferor)

Signature of the REGISTERING AUTHORITY  
(With Office Seal)

By registered post or under proper acknowledgement. Strike out whichever is inapplicable.

HPF

FORM 30

[ See Rule 55 (2) & (3) ]

APPLICATION FOR INTIMATION AND TRANSFER OF OWNERSHIP OF A MOTOR VEHICLE  
(Part I - For the use of the transferor)

(To be made in duplicate if the vehicle is held under an agreement of hire purchase lease/hypothecation. The duplicate copy with the endorsement of the registering authority to be returned to the financier simultaneously on making the entry of the transfer of ownership in the certificate of registration record in Form-24.)

To  
The Registering Authority

.....  
.....

Name of the Transferor .....

Son / Wife / daughter of .....

Full address .....

.....

I/We, hereby, declare that I/We have on this ..... day of ..... the year .....

sold my/our motor vehicle bearing registration mark .....

to shrl/smt ..... son/wife/daughter of .....

..... residing at .....

..... (full address) and handed over the certificate of

registration and the certificate of insurance to him/her them.

I/We hereby declare that to the best of my/our knowledge the certificate of registration of the vehicle has been has not been suspended or cancelled.

\*\* I/We enclose the 'No Objection Certificate' issued by the registering authority.

\*\* If the 'No Objection Certificate' from the registering authority is not enclosed, the transferor should be alongwith this application a declaration as required under sub-section (1) of section 50.

Date.....

Signature of the Transferor

\* Details of suspension or cancellation.

\*\* Strike out whichever is inapplicable.

Part-II-For the use of Transferee

To  
The Registering Authority

.....  
.....

Name of the Transferee .....

Son / Wife / daughter of .....

Full address .....

.....

(Proof of address to be enclosed)

.....

I, hereby declare that I/We have on this ..... day ..... of the year .....  
purchased the motor vehicle bearing registration number .....  
from .....  
..... (name and full address)

and request that necessary entries (regarding the transfer of ownership of the vehicle in my/our name may be recorded in the certificate of registration Certificate of Fitness of the vehicle which is enclosed.

The Certificate of Insurance is also enclosed. To the best of my knowledge and belief I/We does not suppressed any facts and information furnished is true. The vehicle is nor superdari and free from all encumbrances. I undertake to hold myself responsible to any inaccuracy of the information.

Date.....

Signature or Thumb Impression  
of the Transferee

Consent of the Financier in the case of motor vehicle subject to an agreement of hire purchase/ Lease/Hypothecation.

I/We being a party to an agreement of Hire-Purchase/Lease/Hypothecation in respect of motor vehicle specified above, give consent to the transfer of ownership of the said motor vehicle in the name of the Transferee named above, with whom I/We have entered into an agreement of Hire Purchase/Lease/Hypothecation.

(Full name and address of the financier)

Signature of the Financier

Date.....

Date.....

### OFFICE ENDORSEMENT

Ref No..... Dated ..... Office of the .....

The transfer of ownership of a motor vehicle under continuation of an endorsement of Hire Purchase/ Lease/Hypothecation agreement has been recorded with effect from .....  
..... in the Registration Certificate of the vehicle .....  
and in the Registration record of this office in Form-24.

Date.....

Signature of the Registering Authority

To

To

.....

.....

.....

.....

.....

.....

(Name and address of the Transferor)

(Name & Address of the Financier)

(To be sent to both the above parties by Registered Post Acknowledgement due)

Specimen signature of thumb impression of the Regd. owner and the Financier are to be obtained in the original application for affixing final attestation by the registering Authority with the office seal in form 23 & 24 in such manner that the part of impression of seal or stamp and attestation shall fall upon each signature.

Specimen signature of the Financier

Specimen signature of the Registered owner

1.

1.

2.

2.

**ORVI No. 31**

(Rule 56 (2) of the Central Motor Vehicle Rules, 1959)

**APPLICATION FOR TRANSFER OF OWNERSHIP IN THE NAME OF THE PERSON  
SUCCEEDING TO THE POSSESSION OF THE VEHICLE**

(To be made in duplicate if the vehicle is held under an agreement of Hire-Purchase/Lease/Hypothecation and duplicate copy with the endorsement of the Registering Authority to be returned to the Financier simultaneously on making the entry of transfer of ownership in the Certificate of Registration and Office Record in Form 24.

To  
The Registering Authority

1. Vehicle Registration No.	
Make and Model	
Chassis No.	
Engine No.	
Type of vehicle	
2. Name of the deceased Registered owner	
3. Name and age of the person succeeding to the possession of the vehicle son/wife/daughter  Full postal address (Proof of address to be enclosed)	
4. Relationship with the deceased Registered owner	
5. Proof of his succession	

Certificate of Registration is enclosed herewith. Kindly transfer the ownership of the vehicle in my name.

DATE \_\_\_\_\_

*Signature of the Applicant*

**CONSENT OF THE FINANCIER IN THE CASE OF MOTOR VEHICLE HELD UNDER ANY OF THE AGREEMENTS \***

I/We being a party to an agreement of Hire-Purchase/Lease/Hypothecation in respect of the motor vehicle specified above, consent to the transfer of ownership of the said motor vehicle in the name of the applicant named above, with whom I/We have entered into an agreement of Hire-Purchase/Lease/Hypothecation

(Full Name & Address of the Financier)

DATE \_\_\_\_\_

*Signature of the Financier*

**OFFICE ENDORSEMENT**

Reference number \_\_\_\_\_ Office of the \_\_\_\_\_

The transfer of ownership of motor vehicle under continuation of an endorsement of Hire-Purchase / Lease / Hypothecation agreement has been recorded with effect from \_\_\_\_\_ in the Certificate of Registration the vehicle and in the Registration Record of this office in Form 24.

\*Strike out whichever is inapplicable

DATE \_\_\_\_\_

*Signature of the Registering Authority*

To

The Financier \_\_\_\_\_

(TO BE SENT TO BOTH THE ABOVE PARTIES BY REGISTERED POST WITH ACKNOWLEDGEMENT DUE)

Specimen signature or thumb impression of the registered owner and the Financier are to be obtained in the original application for affixing and attestation by the Registering Authority with the office in Forms 23 and 24 in such a manner that the part of impression of seal or stamp and attestation shall fall upon each signature.

*Specimen signature of the Financier*

*Specimen signature of the Registered owner*

(1) \_\_\_\_\_

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(2) \_\_\_\_\_

**FORM No. 32**

[Sec Rule 57 (1) of the Central Motor Vehicle Rules, 1959 ]

APPLICATION FOR TRANSFER OF OWNERSHIP IN CASE OF A MOTOR VEHICLE  
PURCHASED OR ACQUIRED IN PUBLIC AUCTIONTo  
The Registering Authority

I/We \_\_\_\_\_

son/wife/daughter of \_\_\_\_\_

(full address along with proof)

I have purchased or acquired the vehicle No. \_\_\_\_\_ bearing Chassis No. \_\_\_\_\_

Engine No. \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Type of vehicle \_\_\_\_\_ in public auction conducted by \_\_\_\_\_  
\_\_\_\_\_ or on behalf of the Government.

I/We enclose the documents required to be submitted by me/us under sub-rule (1) of rule 57.

The ownership of the motor vehicle may kindly be transferred to my/our name.

DATE \_\_\_\_\_

Signature or thumb Impression of Applicant



# FORM No. 34

[See Rule 60 of the Central Motor Vehicle Rules, 1959]

## APPLICATION FOR MAKING AN ENTRY OF AN AGREEMENT OF HIRE PURCHASE / EASE / HYPOTHECATION SUBSEQUENT TO REGISTRATION

(To be made in duplicate and in triplicate where the Original Authority is different, the duplicate copy and the triplicate copy with the endorsement of the Registering Authority to be returned to the Financier and the Registering Authority simultaneously on making the entry in the Certificate of Registration and Form 24.)

To  
The Registering Authority

The motor vehicle bearing Registration Number \_\_\_\_\_ is the subject of an agreement of Hire-Purchase / Lease / Hypothecation between \_\_\_\_\_ the Registered owner/person to be registered as owner\* and \_\_\_\_\_

(fill the name and full address of the Financier)

We request that an entry of the agreement be made in the Certificate of Registration and the relevant records in your office. The Certificate of Registration together with the fee is enclosed.

DATE \_\_\_\_\_

*Signature or thumb impression of Registered owner*

DATE \_\_\_\_\_

*Signature of the Financier*

\*Strike out whichever is inapplicable

### OFFICE ENDORSEMENT

Reference number \_\_\_\_\_ Date \_\_\_\_\_

Office of the \_\_\_\_\_

The entry of the agreement of Hire-Purchase / Lease / Hypothecation as requested above is recorded in this office Registration Record in Form 24 and Certificate of Registration on \_\_\_\_\_ (date)

DATE \_\_\_\_\_

*Signature of the Registering authority*

To

The Financier \_\_\_\_\_

The Registering Authority \_\_\_\_\_

(TO BE SENT TO BOTH THE ABOVE PARTIES BY REGISTERED POST WITH ACKNOWLEDGEMENT DUE)

Specimen signature or thumb impression of the Financier are to be obtained in original application for affixing and attestation by the Registering Authority with the office seal in Forms 23 and 24 in such a manner that the part of impression of seal or a stamp and attestation shall fall upon each signature.

*Specimen signature of the Financier*

*Specimen signature of the Registered owner*

(1) \_\_\_\_\_ (1) \_\_\_\_\_

(2) \_\_\_\_\_ (2) \_\_\_\_\_

# FORM No. 35

[See Rule 61 (1) of the Central Motor Vehicle Rules, 1959]

## NOTICE OF TERMINATION OF AN AGREEMENT OF HIRE-PURCHASE / LEASE / HYPOTHECATION

(To be made in duplicate and in triplicate where the Original Registering Authority is different, the duplicate copy and the triplicate copy with the endorsement of the Registering Authority to be returned to the Financier and the Registering Authority simultaneously on making the entry in the Certificate of Registration and Form 24.)

To  
The Registering Authority

We hereby declare that the agreement of Hire-Purchase / Lease / Hypothecation entered into between us has been terminated. We therefore request that the note endorsed in the Certificate of Registration of vehicle No. \_\_\_\_\_ in respect of the said agreement between us be cancelled.

The Certificate of Registration together with the fee is enclosed.

DATE \_\_\_\_\_

*Signature or thumb impression  
of Registered owner*

DATE \_\_\_\_\_

*Signature of the Financier with office  
seal and address*

\*Strike out whichever is inapplicable

### OFFICE ENDORSEMENT

Reference number \_\_\_\_\_ Date \_\_\_\_\_

Office of the \_\_\_\_\_

The cancellation of the entry of an agreement as requested above is recorded in this office Registration Record in Form 24 and Registration Certificate on \_\_\_\_\_ (date)

DATE \_\_\_\_\_

*Signature of the Registering authority*

To  
The Financier \_\_\_\_\_

The Registering Authority \_\_\_\_\_

(TO BE SENT TO BOTH THE ABOVE BY REGISTERED POST WITH ACKNOWLEDGEMENT DUE)

Specimen signature or thumb impression of the Financier are to be obtained in original application for affixing and attestation by the Registering Authority with his office seal in Forms 23 and 24 in such a manner that the part of impression of seal or stamp and attestation shall fall upon each signature.

*Specimen signature of the Financier*

*Specimen signature of the Registered owner*

(1) \_\_\_\_\_ (1) \_\_\_\_\_

(2) \_\_\_\_\_ (2) \_\_\_\_\_



**II. FINANCIAL DETAILS**

Particulars	Applicant	Co-applicant/ Spouse	Guarantor
Past Savings (give details)			
Deposit with REPCO BANK (Existing)			
Deposit with REPCO BANK (Proposed)			
Deposit with other bank (Mention name of the bank & A/c No. Amount out-standing)			
Other Immovable Property			
Other Assets (Specify)			
LIC Policy / Postal Life Insurance policy if any mention policy No. amount, maturity dates			

**Break-up of Income & Expenditure of the applicant/s & dependants (Evidence to be given)**

Source of Income P.M.	Rs.	Expenditure P.M.	Rs.
		Instalment of Proposed Loan	
<b>TOTAL</b>		<b>TOTAL</b>	

Whether you/spouse/co-applicant/guarantor have availed any other Loan :

	Applicant	Co-applicant/Spouse	Guarantor
From Whom			
Outstanding amount			
Monthly Instalment payable			
Term (repayment period / due date)			
Have you / your spouse / guarantor given gurantee for any borrower(s) of REPCO Bank. (Provide details)			

III. Particulars of Property offered as security for the Loan:

O.S. No.	T.S. No.	Block No.	Door No. & Street	Town/City	District	Registrar Office	Extent of Land	Existing Built up Area				Nature of Construction	Year of Construction	Boundries				Remarks		
								Ground Floor	I Floor	II Floor	III Floor			South by	North by	East by	West by			

FOR CONSTRUCTION OF HOUSE / FLAT EXTENSION / IMPROVEMENT	FOR PURCHASE OF READY BUILT HOUSE / FLAT
1. Estimated cost of Construction Rs.	1. Purchase Price Rs. :
2. Proposed built up area Sq. Ft	2. (-) Advance Paid Rs. :
3. Stage of construction	3. Loan amount from Bank Rs. :
4. Building Permit expires on	4. Balance arranged by borrower Rs. :

<b>Other Purpose of Loan - applicable to Secured Loan (give Details and Proof)</b>	<b>Additional Particulars necessary to consider the Loan application favourably (If any) :</b>
------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------

**DECLARATION**

All the particulars given in the application are true, correct and that they shall form the basis of the proposed loan, and shall be binding on me/us. I/We have read rules regulations of bank and abide by them.

**Signature**

--	--	--

**APPLICANT**

**CO-APPLICANT**

**GUARANTOR**

I/We enclose the following documents / title deeds / certificates

Sl. No.	Particulars	Doc. No. / Date	Original / Copy	No. of Sheets	Remarks

Received back the above doc./title deeds /certificates

Signature of the Applicant

Date :

Signature of Applicant/Borrower

\*\* Additional Sheet may be used if space is insufficient

**THE REPATRIATES COOPERATIVE FINANCE & DEVELOPMENT BANK LIMITED**

(Government of India Enterprise)

"Vairams" II Floor, 112, Thiagaraya Road, T.Nagar, Madras - 600 017.

**APPRAISAL REPORT - HOUSE BUILDING ADVANCE**

1. Date of receipt of Application		Branch Total Deposit Rs.	Lakhs
		Branch Total Advance Rs.	Lakhs.
Application No. & Branch		Branch Overdue in H.B.A. Rs.	Lakhs
2. a) Name of Borrower and Address		Applicant was introduced by :	
b) M.No.			
3. Occupation	4. Purpose of Loan	5. Whether the applicant fulfils the norms of eligibility under Housing Loan Scheme ?  Yes/No.	
6. Past dealings with the Bank  Applicant :   Guarantor :			
7. Details of Deposit Amount with the Bank Applicant		Guarantor	
8. Remarks on existing investments made including Stock Values : (in case of Business) :			
9. Remarks on Turnover for the last three years and Profit earned. (in case of business concern) :			

10. a) Description & Location of Securities offered :			
Valuation of Properties offered as Security :			
b) Guide-line value of Land :	Sq.ft X Rs.	Per Sq.ft.	Rs.
c) Market Value :	i) Land : Sq.ft X Rs.	Per Sq.ft.	Rs.
	ii) Building : Sq.ft X Rs.	Per Sq.ft.	Rs.
iii) TOTAL .	_____	_____	_____
d) 65% of the value of the property : (Guideline value of Market value whichever is less shall be taken into consideration at the time of valuation).			
11. Whether legal opinion obtained on property offered as security			Yes / No.
12. Whether upto date Encumbrance Certificate produced ? from ..... To.....			Yes / No.
13. Whether Inspection of property in RCB 113 is in order ?			Yes / No.
14. Whether Licence required for the business is in order			Yes / No.
15. Whether Property tax receipt produced ?			Yes / No.
16. Whether Electricity Board Service Record Produced ?			Yes / No.
17. Whether MMDA/DTP approval produced ?			Yes / No.
18. Whether Building Plan approval produced ?			Yes / No.
19. Whether Genealogy statement produced ?			Yes / No.
20. Whether approved plan by Competent authority enclosed ?			Yes / No.
21. Repaying Capacity	Applicants		Guarantor
	(1)	(2)	
1. Occupation			
2. Sources of Income			
3. Net Salary/Income per month			
4. Past Savings history			
5. Years left for retirement/attaining age of 60 years.			
6. No. of dependants			
7. Rating of credit worthiness	V.Good/Good/ Fair/Poor	V.Good/Good/ Fair/Poor	V.Good/Good/ Fair/Poor



22. Recommendations :

23. Loan may be sanctioned with the following Terms and conditions :

Purpose	Amount Rs.	Rate of Interest	Period of Payment	Margin	Security	Name of Guarantor & M.No.

ANEXXURE-57

HBA

1

RCB114

Place :

Dated :

ON DEMAND, I..... Son of

..... Member Ship No.....

doing business at No.....

..... Promise to pay the REPATRIATES

CO-OPERATIVE FINANCE AND DEVELOPMENT BANK LIMITED, having its office at

No: 33, North Usman Road, T.Nagar, CHENNAI - 600 017. or order the Sum of Rs.....

(Rupees ..... Only)

for value received with interest thereon at ..... per annum or at such other rate/rates

as may be fixed from time to time.

Rs...../-

BORROWER.

Witnesses :

1.

2.

Before Me.

# BOND

BOND Jointly executed on the ..... day of ..... 199 , by  
(1) Shri ..... Membership No..... Son of  
..... doing business at No.....

.....  
residing at No.....

and (2) Shri..... Membership No.....  
Son of ..... residing at No.....

.....  
in favour of the Repatriates Co-operative Finance and Development Bank Limited, No. 33, North Usman  
Road, T.Nagar, CHENNAI - 600 017 herein after referred to as the Bank.

2) At the desire of Nos. 1 & 2 No.1 has been granted by the Bank a loan of Rs.....  
(Rupees.....only)  
for working capital for the business at No.....

3) We promise to repay this amount with interest at ..... per annum in .....  
equal monthly instalments. Should we fail to pay any instalment of the loan or interest, as the same falls  
due, we bind ourselves to pay penal interest @ 2% extra on all such overdue instalments or interest from  
the date of default to the date of payment. Should we fail to pay the normal interest due as at the end of the  
quarter as per Condition No.5 (iv) of the letter of sanction of loan, we bind ourselves to pay penalty on such  
overdue interest at rates prescribed from time to time by the Bank from the date of default to the date of  
payment. We further, agree that for default of payment of an instalment, the bank may foreclose the loan  
account and proceed to recover the amount legally with interest at ..... per  
annum thus due from the date of closing the loan account to the date of recovery of the amount; either  
from all or any of us, and/or the properties belonging to us.

4) We agree to abide by the byelaws of the Bank and regulations now inforce and those that may be  
enacted hereafter from time to time.

1.

2.

Signatures

Witnesses:

1.

2.

Before me.

ANEXXURE -59  
HBA

1

THIS LOAN AGREEMENT MADE THIS \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_ by RCB 186  
Mr./Ms. \_\_\_\_\_/o \_\_\_\_\_ aged \_\_\_\_\_ M.No. \_\_\_\_\_  
Mr./Ms. \_\_\_\_\_/o \_\_\_\_\_ aged \_\_\_\_\_ M.No. \_\_\_\_\_  
Mr./Ms. \_\_\_\_\_/o \_\_\_\_\_ aged \_\_\_\_\_ M.No. \_\_\_\_\_  
Mr./Ms. \_\_\_\_\_/o \_\_\_\_\_ aged \_\_\_\_\_ M.No. \_\_\_\_\_  
residing/doing business at \_\_\_\_\_ (hereinafter called as the Borrower) of the first part  
Mr./Ms. \_\_\_\_\_/o \_\_\_\_\_ aged \_\_\_\_\_ M.No. \_\_\_\_\_  
Mr./Ms. \_\_\_\_\_/o \_\_\_\_\_ aged \_\_\_\_\_ M.No. \_\_\_\_\_

(hereinafter called as Guarantor) of the second part in favour of the Repatriates Co-operative Finance and Development Bank Limited, a Co-operative Society registered under Madras Co-operative Societies Act 53 of 1961 and deemed to be registered under Multi State Co-operative Societies Act 1984 having its Head Office at 33, North Usman Road T. Nagar, Madras - 600 017 represented by its Managing Director (hereinafter called the "Bank")

WHEREAS THE BORROWER is in need of money for the purpose of \_\_\_\_\_ in terms of application form signed by accepting regulations of the House Building Advance Scheme of the Bank and at the request of the Borrower loan of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) upon the terms set forth in these presents and in other documents listed in the schedule hereto and/or such other documents as may be executed by the Borrower hereafter (hereinafter collectively referred to as security documents).

1. The Borrower hereby agrees and undertakes that the said advance shall be governed by the terms herein contained as well as those embodied in the security documents except in so far as the security documents may expressly or by necessary implication be modified by these presents.
2. The Borrower expressly agrees and undertakes that the said advance shall be utilised exclusively for the purpose mentioned herein above and for no other purpose.
3. In consideration of the sum of Rs. \_\_\_\_\_ to be paid by the Bank, Borrower hereby confirms having agreed to repay to the Bank, the principal sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) along with interest at the rate of \_\_\_\_\_ % or any other rate decided by the Bank at its sole discretion in Equated Monthly Instalments on or before last working day of every month in \_\_\_\_\_ months. The Borrower agrees to pay penalty at the above rate of interest on the unpaid instalments for a period it remains unpaid. The Bank has the right to foreclose the loan in case the borrower defaults in the repayment of Equated Monthly Instalment or if the borrower is not abiding by the terms and conditions stipulated in the security documents without giving any notice to the Guarantor and the Guarantor hereby agree that in the event of foreclosure, the liability towards interest will be at 3% per annum more than above rate of interest.
4. The Borrower agrees that all the rules of business of the Bank are now in force and hereafter to come into force, shall in all respects be completely binding on the Borrower.
5. The Borrower hereby undertakes to intimate to the Bank any change in address and in the event of any failure on the part of the Borrower to intimate the change in address, it will be sufficient if the Bank serves a notice recalling the dues to the last known address of the Borrower and take necessary steps to recover the dues.
6. Notwithstanding anything contained herein to the contrary or in the security documents and irrespective of the dates of instalments fixed for the repayment of the loan, the Bank will be at liberty at its sole discretion to demand by notice in writing and recover the entire amount outstanding with interest and other dues and also to enforce the security or recover the money in any other manner which the Bank thinks fit.
7. The Borrower on demand will pay all reasonable costs incidental to this security.
8. The Borrower shall not without the written consent of the Bank, create in any manner any charge, lien or other encumbrance on the security in favour of any other party or person.
9. The Borrower shall, upon every request of the Bank allow the Bank's representative or agent to inspect the Borrower's premises, property for ensuring that the Borrower's has duly complied with the terms of the advance.

10. The Bank shall be at liberty to furnish to any financial institution any such information or report, whether received by the Bank from the Borrower or otherwise in the Bank's possession.
11. The Borrower shall furnish the Bank all such information as the Bank may require for the Bank's satisfaction as to due compliance with the terms of advance and all such periodical reports and information in such time and in such form and containing such particulars as the Bank may call for, the purpose of ascertaining the results of the utilisation of the said advance.
12. The borrower agrees and undertakes that the principal sum of the loan, interest, penal interest, penalty, other charges and any other dues under this Agreement shall be secured by mortgage of the property described in the Schedule II and the Bank shall have the right to decide, at its sole discretion, the type of mortgage or any other security and or additional security it may require and the borrower shall be bound to execute the mortgage accordingly and furnish any such other or additional security as required by the Bank.
  - (a) To execute any such Agreement/s, document/s undertaking/s that may be required now or hereafter at any time during the pendency of this loan/or any other loan or loans granted by the Bank hereafter.
13.
  - (a) The borrower shall maintain the property, when completed, in good order and condition and will make all necessary repairs, additions and improvements thereto during the pendency of the loan.
  - (b) The borrower shall notify any change in his employment, business or profession within seven days of the change.
  - (c) The borrower shall duly and punctually comply with all the terms and conditions of the holding of the property and all the rules, regulations, bye-laws etc. of the concern, Co-operative Society, Association, Limited company or any other Competent Authority, and pay such maintenance and other charges for the upkeep of the property as also any other dues etc., as may be payable in respect of the said property or the use thereof.
  - (d) Notwithstanding what is herein before stated the borrower shall be vigilant and he shall see that the property is always duly and property insured against fire and other hazards, the Bank being made the sole beneficiary under the policy, for a value as required by the Bank, during the pendency of the loan and produce evidence thereof to the Bank each year and whenever called upon to do so.
14. The borrower shall notify and furnish details of any additions to or alterations in the property which might be proposed to be made during the pendency of the loan.
15. The borrower agrees that the Bank or any by it shall have free access to the property for the purpose of inspection/supervision and inspecting the progress of construction and the accounts of construction to ensure proper utilisation of the loan.
16. Unless the Bank shall otherwise agree:
  - (a) The borrower shall not let out or otherwise howsoever part with the possession of the property or any part thereof.
  - (b) The borrower shall not sell, mortgage, lease, surrender or otherwise howsoever alienate the property or any part thereof.
  - (c) The borrower shall not entire into any Agreement or arrangement for disposal or long lease of the said property or any part thereof during the pendency of the loan.
  - (d) The borrower shall not amalgamate or merge his property with any other adjacent property nor shall create any right of way or any other easement on the property.
  - (e) The borrower shall not leave India for employment or business or for long term stay abroad without fully repaying the loan, then outstanding together with interest, other dues and charges as per the rules of the Bank then in force.
17. In consideration of the Bank having agreed to advance Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to the Borrower as aforesaid the Guarantor above named hereby agree and covenant with the Bank that:
  - (a) If any money payable by the Borrower falls due and the same remain unpaid, the Bank will be entitled to recover the same from the Guarantor notwithstanding the remedies the Bank have against the Borrower.
  - (b) The guarantee shall be in force and subsisting whether the whole of the said sum of Rs. \_\_\_\_\_/- shall be actually advanced or not.
  - (c) The Bank shall be at liberty at any time to grant to the Borrower any time or indulgence or make any other arrangement with him as the Bank may think without discharging or in any manner affecting Guarantors liability under the guarantee obligation hereby undertaken.
  - (d) If the Guarantee obligation hereby undertaken becomes inoperative or unenforceable for any reason whatsoever that amounts due under these presents shall be paid by Guarantor as Principal debtor and the Bank shall be at liberty to recover the same accordingly.

## SCHEDULE I

S. No.	Date of Document	Parties	Brief Description	Brief Particulars of property secured by instrument.
1.		Bank and Borrower	Loan Sanction Order	Terms and Conditions of Sanction of Loan
2.		Borrower	Demand Promissory Note	Loan of Rs.
3.		Borrower and Surety	Bond	Loan of Rs.
4. a)		Mortgagor/s	Registered Mortgage	Loan of Rs.
b)		Mortgagor/s	Registered Equitable Mortgage	Loan of Rs.
c)		Mortgagor/s	Equitable Mortgage (Deposit of Title Deeds)	Loan of Rs.
			Total (4a - 4c)	

## SCHEDULE - II (Description of Property)

IN WITNESSETH whereof the Borrower Guarantor have signed this agreement at \_\_\_\_\_ on the day, month and year above mentioned.

The contents of this deed have been read over and interpreted in language known to us and have admitted by us to be true and correct.

GUARANTOR

BORROWER

WITNESSES :

1.

2.

HBA

**LETTER OF GUARANTEE**

To

The Repatriates Coop. Finance &  
Development Bank Limited,  
Madras - 17.

Place :

Date :

Dear Sirs,

In consideration of your having at my request and upon the terms that I give this guarantee, sanctioned, in principle, a loan of Rs. (herein after referred to as 'the Loan')  
Shri/Smt .....

..... (herein after referred to as the 'Borrower/s' which expression shall unless the context otherwise requires include his/their heirs, executors, administrators and permitted assigns) broadly on the terms and conditions stated in the Offer Letter duly accepted by the Borrower/s, AND WHEREAS pursuant to the said Offer Letter you have agreed to enter into a Loan Agreement as per the draft thereof herewith annexed which I have perused and the terms and conditions whereof are known to me, AND IN CONSIDERATION of your having at the request of the Borrower/s and my request and upon the terms and stipulations that I give this guarantee to you agree to disburse lend and advance to the Borrower/s the Loan.

- (1) I DO HEREBY GUARANTEE that the Borrower/s, jointly and severally, will duly and punctually observe and perform each and every one of the obligations, to pay money, whether for or towards principal, interest, additional interest, commitment charge, extra charges on arrears, service charges, redemption premium, costs or otherwise howsoever on their part contained in the said Loan Agreement and also in any instrument or instruments that may hereafter be executed by him/them in your favour modifying the terms of the said Loan Agreement AND I DO HEREBY AGREE AND UNDERTAKE THAT in the event of the default on his/their part or on the part of any one of them in making payments in discharge of any of such obligations, I shall forthwith upon your notifying such default to me, such notification to be conclusive and binding on me as to such default, make payment to you not only of the instalments due in respect of the defaulted instalments but also in the event of your having accelerated the payment of the balance of the Loan, make payment to you of the entire Loan without demur or protest myself notwithstanding any protestations from the Borrower/s and I shall without prejudice to all your other rights indemnify you and keep you indemnified against all loss of principal, interest or other monies due to you in respect of the Loan under the said Loan Agreement and/or any instrument or instruments that may hereafter be executed by the borrower/s in your favour and all costs, charges and expenses whatsoever which you may incur by reason of any such default on the part of the Borrower/s.
- (2) I hereby accord my consent to the terms of the said Loan Agreement and/or any instrument or instruments that may hereafter be executed by the Borrower/s in

your favour as aforesaid, being by mutual consent between you and him/them in any respect varied or modified without requiring my consent or approval thereto and I agree that my liability under this Guarantee shall in no manner be affected by such variations and modifications and I expressly give up all my rights as surety under the provisions of the Indian Contract Act, 1872 in that behalf.

- (3) You shall have the fullest liberty without in any way affecting this Guarantee and discharging me from my liability there under to postpone for any time or from time to time the exercise of any power or powers reserved to or conferred on you by the said Loan Agreement or any instrument or instruments that may hereafter be executed by the Borrower/s in your favour and to exercise the same at any time and in any manner and either to enforce or forbear to enforce payment of principal or interest or other monies due to you by the Borrower/s or any of the remedies or securities available to you or to grant any indulgence or facility to the Borrower/s AND I SHALL not be released by any exercise by you of your liberty with reference to the matters aforesaid or any of them or by reason of time being given to the Borrower/s or of any other forbearance, act or omission on your part or any other indulgence by you to the Borrower/s or by any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing me AND I hereby waive all suretyship and other rights which I might otherwise be entitled to enforce or which but for this provision have the effect of releasing me.
- (4) This Guarantee shall be enforceable against me notwithstanding that the securities (if any) that may be comprised in any instrument or instruments that may be executed by the Borrower/s or any other person/s in your favour shall be at the time when proceedings are taken against me here under be outstanding, or unrealised.
- (5) In order to give effect to this Guarantee you shall be entitled to act as if I was the principal debtor to you for all payments guaranteed by me as aforesaid.
- (6) Without prejudice to what is stated in any other clause herein and without in any way whatsoever limiting or restricting the scope and the operation of the Guarantee herein contained or the liability therefrom arising and keeping this Guarantee and all the obligations and liabilities there under in full force and effect, I, in particular agree, assure and undertake that the Borrower/s shall in terms of the said Loan Agreement and/or any other instruments or documents executed hereafter pay you every month during the period of Loan the amount of Rs. (Rupees..... only) (or any other amount as the case may be) being the Equated Monthly Instalment failing which, I shall make good the default by full payment of the Equated Month Instalment within seven days of the due date without any notice of the default having been received from you. I undertake the obligation to verify whether Borrower/s has/have paid the Equated Monthly Instalment and in default pay it myself without being called upon to do so, notwithstanding anything to the contrary herein contained, without conferring any legal obligation in you to give



any notice and in the event of any notice of demand being issued by you to me (which shall be final, binding and conclusive on the Borrower/s and me) I shall forthwith, without any demur, protest or objection and notwithstanding any protestations from the Borrower/s, pay their amount mentioned therein, without your being required to obtain any consent or confirmation from the Borrower/s.

- (7) This Guarantee is a continuing one and shall be binding on me, my heirs, administrators, assigns and successors for all amount of principal of the Loan that may be advanced by you to the Borrower/s under the said Loan Agreement and/or any instrument or instruments that may hereafter be executed by him/them in your favour or with you as also for all interest, additional interest, commitment charges, extra charges or arrears, service charges, costs and other moneys which may from time to time become due and remain unpaid to you by to Borrower/s there under and shall remain in force until all such money shall be paid off in full with interest, costs and other moneys.
- (8) The benefit of this Guarantee shall ensure for the benefit of you successors and assigns and shall be irrevocable until the discharge by me of all my obligations thereunder.
- (9) This Guarantee shall not be affected and shall this Guarantee be in anywise prejudiced by your absorption or by your amalgamation with any company, corporation or concern but shall be available for an to the absorbing or amalgamated company, corporation or concern.
- (10) I assure you that I am under no disability or restriction to give you this Guarantee and to undertake to you the repayment and pecuniary obligations of the Borrower/s as set out in the said Loan Agreement.
- (11) I agree and acknowledge that this Guarantee shall ipsofacto come into force and become valid and binding on me immediately upon the Loan Agreement being executed between the Borrower/s and you without requiring any further consent or confirmation from me.
- (12) You shall have the fullest liberty without in any way affecting this Guarantee and discharging me from my liability there under to increase or decrease the loan and/or vary the rate of interest and/or repayment terms thereof and/or permit the borrower/s to transfer the Loan from one property to another without any reference or needing prior consent from me.
- (13) I further assure you that I have not applied for a loan to RCFD Bank nor am I a borrower of RCFD Bank nor have I given any guarantee to RCFD Bank in respect of any person/s other than the Borrower/s and I UNDERTAKE not to apply for the loan to RCFD Bank or obtain loan from RCFD Bank or give guarantee to RCFD Bank in respect of any person/s other than the Borrower/s until this guarantee has been cancelled by you.

Signature of the Guarantor : .....

Name of the Guarantor : .....

Age of the Guarantor : .....

Office Address : .....

.....

.....

.....

Telephone No. (Office) : .....

Designation : .....

Residential Address : .....

.....

.....

.....

Telephone No. (Residence) : .....

**Verification of the Guarantor's Signature**

Signature of the person verifying : .....

Name of the Person verifying : .....

Designation/Profession : .....

Address : .....

.....

.....

.....

Rubber Stamp/Office Seal : .....

**MEMORANDUM OF DEPOSIT OF TITLE DEEDS**

THIS MEMORANDUM OF DEPOSIT OF TITLE DEEDS executed this \_\_\_\_\_ day of \_\_\_ 19\_\_ by  
Mr/Ms. \_\_\_\_\_ /o \_\_\_\_\_ Aged \_\_\_\_\_ M.No. \_\_\_\_\_  
Mr/Ms. \_\_\_\_\_ /o \_\_\_\_\_ Aged \_\_\_\_\_ M.No. \_\_\_\_\_  
residing at \_\_\_\_\_

\_\_\_\_\_ in favour of  
the Repatriates Cooperative Finance & Development Ltd (XR-1) having its Head Office at 33, North Usman Road.,  
T.Nagar, Chennai-17 registered under Madras Co-operative Societies Act 53 of 1961 and deemed to be registered under  
Multi State Cooperative Societies Act, 1984 hereinafter called 'The Bank' witnesseth as follows:

I/We hereby confirm the title deeds mentioned in the first schedule hereto relating to the properties as morefully described  
in the second schedule hereto, have been delivered and deposited by me/us with full and complete knowledge and at  
my/our own will to and with the Bank at \_\_\_\_\_ on \_\_\_\_\_ by way  
of Equitable Mortgage and collateral security for securing the repayment of loan given to me/us  
Mr/Ms. \_\_\_\_\_ /o \_\_\_\_\_ Aged \_\_\_\_\_ M.No. \_\_\_\_\_  
Mr/Ms. \_\_\_\_\_ /o \_\_\_\_\_ Aged \_\_\_\_\_ M.No. \_\_\_\_\_  
residing at \_\_\_\_\_ (Borrower) by Loan  
agreement and other documents dated \_\_\_\_\_ executed by the borrower for the sum of  
Rs \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ only)

borrowed which is owing for payment to the Bank in accordance with the said agreement of any or all sums to be borrowed  
from time to time and all such sums of money by way of Principal, interest and charges as are now due or which shall  
from time to time become due to Bank from the borrower on any or all accounts or for money advanced or lawful charges  
with all cost and expenses which may be incurred by the Bank in respect of any/all transactions between the borrower and  
the Bank either alone or with others jointly or severally. I confirm that the bank in accordance with the said agreement has  
authority to hold the title deeds by way of EQUITABLE MORTGAGE for all present and future debts in all accounts of the  
borrower with the bank are fully paid or satisfied. Futher, I shall duly execute, register and deliver to the Bank the deed  
of Mortgage if and when desired by the Bank at my cost.

**SCHEDULE — I**  
(List of documents deposited with Bank)

**SCHEDULE — II**  
(Description of Property)

Witnesses:

Executor/s

**MEMORANDUM OF DEPOSIT TITLE DEEDS FURTHER TO SIMPLE MORTGAGE**

THIS MEMORANDUM OF DEPOSIT OF TITLE DEEDS executed this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_ by  
Mr./Ms. \_\_\_\_\_ /o \_\_\_\_\_ Aged \_\_\_\_\_ M.No. \_\_\_\_\_  
Mr./Ms. \_\_\_\_\_ /o \_\_\_\_\_ Aged \_\_\_\_\_ M.No. \_\_\_\_\_  
residing at \_\_\_\_\_

\_\_\_\_\_ in favour of  
the Repatriates Cooperative Finance & Development Bank Limited having its Head Office at 33, North Usman Road,  
T.Nagar, Chennai-17 registered under Madras Co-operative Societies Act 53 of 1961 and deemed to be registered under  
Multi State Cooperative Societies Act, 1984, hereinafter called 'The Bank' witnesseth as follows:

I/We residing at \_\_\_\_\_ created Deed  
of Mortgage dated \_\_\_\_\_ made between same parties and registered on  
\_\_\_\_\_ at \_\_\_\_\_ Registrar Office as Document  
No. \_\_\_\_\_ /190 \_\_\_\_\_ securing the sum of Rs. \_\_\_\_\_ (Rupees

\_\_\_\_\_ only) sanctioned to me/us  
as first instalment out of loan of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ only) sanctioned to  
Mr./Ms. \_\_\_\_\_ /o \_\_\_\_\_ Aged \_\_\_\_\_ M.No. \_\_\_\_\_  
Mr./Ms. \_\_\_\_\_ /o \_\_\_\_\_ Aged \_\_\_\_\_ M.No. \_\_\_\_\_

residing at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called 'borrower')

IN SUPPLEMENT to the above Mortgager and in consideration of the FURTHER sum of  
Rs. \_\_\_\_\_

\_\_\_\_\_ only) paid by the Bank, in pursuance of agreement  
dated \_\_\_\_\_ I/We hereby \_\_\_\_\_ covenant with Bank to repay TOTAL  
sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ only) with interest thereon at the rate of \_\_\_\_\_ % per annum AND FUTURE that the property comprised and  
mentioned in the earlier Deed of Mortgage AND \_\_\_\_\_ shall stand charged with  
payment of all to Mortgagee of the aforesaid TOTAL sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) and the interest thereon as  
regards entire loan including the earlier mortgage aforementioned.

I confirm that the bank in accordance with the said agreement has authority to hold the title deeds by way of EQUITABLE  
MORTGAGE for all present and future debts in all accounts of the borrower with the bank are fully paid or satisfied.

**SCHEDULE -**

(List of documents deposited)

**SCHEDULE -- II**

(Description of Property)

Executor/s.

Witnesses:

1.

2.

ANNEXURE - 63  
HOUSING LOANMEMORANDUM OF DEPOSIT OF TITLE DEEDS

THIS MEMORANDUM OF DEPOSIT OF TITLE DEED is executed at  
 \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 1999 by  
 Mr/Mrs. \_\_\_\_\_ /o \_\_\_\_\_ aged about \_\_\_\_\_ years,  
 Membership No. \_\_\_\_\_ Mr/Mrs. \_\_\_\_\_ /o \_\_\_\_\_  
 aged about \_\_\_\_\_ years, Membership No. \_\_\_\_\_ residing at

\_\_\_\_\_ in favour of THE REPATRIATES CO-OPERATIVE FINANCE AND DEVELOPMENT  
 BANK LIMITED (REPCO BANK) (XR-1) registered under the Madras Co-  
 operative Societies Act 1961 (Act 53 of 1961) and deemed to be  
 registered under the Multi-State Co-operative Societies Act 1984,  
 having its Head Office at 'REPCO Tower' No.33, North Usman Road,  
 T.Nagar, Chennai - 17, hereinafter called "THE BANK" and this  
 Memorandum witnesseth hereunder:-

I/WE (Jointly and severally) hereby confirm that the  
 Title Deeds specifically mentioned in the Schedule I hereunder,  
 relating and in respect of property specifically mentioned and  
 described in the Schedule II hereunder, have been duly delivered  
 and deposited by me/us with free consent and knowledge and on  
 my/our own volition, choice and will to and with THE BANK at  
 \_\_\_\_\_ on \_\_\_\_\_ by way of security for  
 ensuring and securing re-payment of the loan availed by me/us  
 Mr/Mrs. \_\_\_\_\_ o/ \_\_\_\_\_ aged about  
 \_\_\_\_\_ years, Membership No. \_\_\_\_\_ residing at

\_\_\_\_\_ (borrower) the sum of Rs. \_\_\_\_\_ (Rupees  
 ).

I/We declare and confirm that by this deposit of Title  
 Deeds/documents, which shall continue to be in possession and  
 custody with THE BANK as security for the re-payment of the loan  
 availed by me/us.

I/We declare and confirm that in pursuance and  
 in accordance with the said loan and loan agreement, THE BANK is  
 authorised, empowered and vested with legal rights to hold and  
 possess the Title Deeds/documents by way of security.

## SCHEDULE I

(list of title deeds/documents deposited with THE BANK)

SCHEDULE II  
(description of properties)

I/We hereby confirm and sign this Memorandum on the  
day, month and year above written in the presence of :

EXECUTOR/S

Witnesses:

1.

2.

### MORTGAGE DEED

This Mortgage Deed executed this.....day of  
 .....by Shri.....aged about  
 .....Years, Son of Shri....., residing at.....  
 ....., member of the Bank vide  
 Membership No.....(hereinafter called the 'MORTGAGOR') which  
 expression where the context so admits includes persons entitled to redeem this security of the FIRST PART  
 and the REPATRIATES CO-OPERATIVE FINANCE AND DEVELOPMENT BANK LTD., registered under the Multi  
 State Cooperative Societies Act, 1984 having its Office at No.112, Thiyagaraya Road, T.Nagar,  
 Madras - 600 017 (herein after called the 'MORTGAGEE') which expression where the context so admits  
 includes persons deriving title under the said Bank, of the SECOND PART. WHEREAS the Mortgagor, as  
 the absolute owner of the properties more fully described in the Schedule hereunder has given his consent  
 for mortgaging the properties as security for the loan availed by.....  
 .....(herein after called the 'BORROWER').

WHEREAS the Mortgagee has agreed to lend the Borrower a sum of Rs.....  
 (Rupees.....  
 .....) upon having repayment thereof with interest therein at the rate  
 hereinafter mentioned, secured in the manner, hereinafter appearing and the Mortgagor has given his  
 consent to give his property as security for the repayment of the loan with interest and other cost.

NOW THIS DEED OF MORTGAGE WITNESSETH that in pursuance of the said agreement and in  
 consideration of the sum of Rs..... (Rupees.....  
 .....) now paid to the borrower by the mortgagee, the receipt  
 whereof the borrower/mortgagor hereby acknowledges.

1. The Borrower and the Mortgagor hereby covenants with the mortgagee to pay to the mortgagee the  
 said sum of Rs..... (Rupees.....  
 .....)  
 .....) Principal with interest thereon at the rate of ..... per annum and if the

said moneys are not so paid, to pay penal interest at 2% more than the rate above said, monthly on the principal money for the time being, remaining due till the date of payment of the entire mortgage money.

2. The Mortgagor as absolute owner of the property hereby mortgaged the property specified in the schedule hereunder as security for the payment of the loan to the Mortgagee of all principal moneys, interest and other moneys thereby accrued.
3. The Mortgagor further covenants with the mortgagee that
  - (a) the Mortgagor will during the continuance of this security keep the mortgaged property in good and substantial repairs and insures against loss or damage by fire, riot, theft and civil commotion for a sum of Rs. .... with an insurance company, approved by the mortgagee in the name of the mortgagee and duly and punctually pay all premiums and other moneys necessary for effecting and keeping up such insurance. And if the default shall be made by the borrower/mortgagor in keeping the mortgaged properties in good and substantial repairs or in effecting and keeping up such insurance, the mortgagee may require with power to enter upon the mortgaged premises, for that purpose and without becoming liable and keep and same insured in any sum of not exceeding Rs. .... and that all moneys expended by the mortgagee under this provision shall become part of the mortgage security.
  - (b) that during the continuance of this security no timber standing on the mortgaged property or any part thereof shall be cut except in the ordinary course of good management and with the previous consent of the mortgagee in writing
  - (c) the Mortgagor shall not lease out mortgaged property or alter or alienate or transfer the rights of the mortgaged property to others.
4. And it is hereby further agreed and declared as follows:
  - (a) that if the borrower fails to pay the mortgage money with interest as agreed upon, the mortgagee shall be entitled to realise his dues by sale of mortgaged properties after foreclosing the loan and if the sale proceeds thereof are insufficient to satisfy the mortgagee's dues, to recover the balance from the person and other property of the borrower/mortgagor.
  - (b) that in the event of default in the repayment of loan by two consecutive instalments the mortgagee has the right to seal the premises of the mortgaged property with the stocks therein and take further course of action to realise the entire dues under the mortgage debt including sale, reallocation, transfer of the mortgaged property to others, etc.
5. Provided always that if the borrower/mortgagor shall pay to the mortgagee the sum of Rs. .... (Rupees.....) only with interest thereon



from the date thereof at the stipulated rate in ..... equal monthly instalments on or before 5th of every month, the mortgagee will at any time thereafter at the request and cost of the borrower/ mortgagor execute a receipt of the Mortgage amount or a deed of redemption and surrender the mortgaged premises to the borrower/mortgagor or to his nominee.

### **SCHEDULE OF PROPERTY MORTGAGED**

IN WITNESS whereof the party hereto have set his hands on this day, month and year first above written in the presence of the witnesses who have signed hereunder.

**Witnesses:**

- 1.
- 2.

MORTGAGOR.

ANEXXURE-65  
HBA

RCB - 172

From	To, The Manager <b>THE REPATRIATES CO-OPERATIVE FINANCE AND DEVELOPMENT BANK LIMITED,</b> ..... Branch
------	-------------------------------------------------------------------------------------------------------------------------

Sir,

Dated:

Sub : Loan A/c No.....sanctioned to

\*\*\*

- \* I /We hereby offer my/our Daily Deposit/Recurring Deposit/Fixed Deposit/Non-operative Savings Bank Account No..... as security for the above loan and undertake to contribute Rs..... per day/Week/Month in the said deposit account.
- \* I/We enclose herewith .....deposit card/Receipt No..... for Rs..... due on..... duly discharged by me/us as security to the above loan.

The Bank is at liberty to adjust the proceeds/or renewal proceed of above deposit account towards the above liability at any time, without any reference to me/us. I/We agree that the amount under the above deposit and renewals thereof shall remain with the Bank so long as any amount on any account is due to the Bank from ..... \*\* singly or jointly with others. I/We agree that it shall open for the Bank to exercise Banker's general lien on my/our moneys at any time and without reference to me/us.

Yours faithfully,

Signature of Depositor/s.

\*\*\* Mention the name of the party to whom the credit facility is granted.

\* Strike out the paragraph which is not applicable.

N.B:

1. Separate form to be obtained for difference types of deposit (i.e., only one deposit amount is to be covered under this letter)
2. Blank spaces wherever necessary should be filled up properly before the executant signs. Unfilled spaces should be properly ruled out.

ANNEXURE - 7066  
~~SECURED LOAN~~ HBA

VERIFICATION OF SIGNATURE

RCB-168

To

The Manager,  
REPCO Bank,

\_\_\_\_\_ Branch.

Dear Sir,

Signature verification of Mr/Ms \_\_\_\_\_

This is to state that Mr/Ms \_\_\_\_\_

residing at \_\_\_\_\_

\_\_\_\_\_

is an account holder with us for more than one year. His/Her

Account No. is \_\_\_\_\_

His/Her Signature is attested below.

Attestation

Signature and Seal of Banker

Signature of the  
Individual.

**THE REPATRIATES COOPERATIVE FINANCE AND  
DEVELOPMENT BANK LTD.,  
(Govt. of India Enterprises)**

.....Branch

**PARTICULARS OF ASSETS AND LIABILITIES**

(To be accompanied with loan application)

a.	Name of the Party	
b.	Age	
c.	Father's/Husband's Name	
d.	Present Address	
e.	Permanent Address	
f.	Occupation	
<b>1. BUSINESS PARTICULARS</b>		
1.	Capital employed in Business	
1.1	Name(s) of firm	
1.2	Constitution of firm	
1.3	Relationship with firm	
1.4	Capital employed	
1.5	Banker's to the firm	
1.6	Liability to Banks	
1.7	Annual Income	
<b>2. IMMOVABLE PROPERTY</b>		
2.1	Nature of property and description	
2.2	Location and survey No.	
2.3	Extent in Sq. ft. a) Land b) Building	
2.4	Freehold or Leasehold	

2.5	Market Value	
2.6	Existing liability, if any	
2.7	Annual Income	
<b>3. SHARES AND DEBENTURES</b>		
3.1	Name of the Company	
3.2	Class of Shares/Debentures	
3.3	Whether fully paid and face value	
3.4	If quoted, name of Stock Exchange	
3.5	Distinctive Nos.	
3.6	No. of Shares/Debentures	
3.7	Market Value (Total)	
3.8	Existing Liability, if any-	
3.9	Annual Income	
<b>4. GOVT. SECURITIES</b>		
4.1	Nature of Securities	
4.2	Face Value	
4.3	Distinctive Value	
4.4	Maturity period and Date	
4.5	Maturity Value	
4.6	Existing Liabilities, if any	
4.7	Annual Income	
<b>5. Life/Postal Insurance Policies</b>		
5.1	Name of Division	
5.2	Policy No.	
5.3	Amount assured	
5.4	Date and period of policy	
5.5	Whether the policy is in force	

5.6	Paid up value	
5.7	Surrender Value	
5.8	Liabilities	
<b>6. Machinery/Vehicles</b>		
6.1	Make Model and supplier	
6.2	Regn. No. (For Vehicles)	
6.3	Original price paid and date of purchase	
6.4	Whether fully insured	
6.5	Whether taxes paid	
6.6	Present Market value	
6.7	Liabilities, if any	
6.8	Annual Income	
<b>7. Deposits</b>		
7.1	Name of the Bank/Company	
7.2	Nature of Deposit	
7.3	Deposit Receipt No.	
7.4	Amount of Deposit	
7.5	Date of Deposit	
7.6	Maturity Date	
7.7	Maturity Value	
7.8	Liabilities, if any	
7.9	Annual Income	
<b>8. Gold Ornaments and Jewellery</b>		
8.1	Description of Jewellery	
8.2	Weight of Jewellery	
8.3	Market Value	
8.4	Liabilities, if any	

9. Other Assets & Liabilities	
9.1	Other Assets (Specify)
	a. b. c.
9.2	Other Liabilities (Specify)
	a. b. c.
9.3	Indirect Liability as co-obligant or guarantor.
10.	Whether Income Tax/Wealth Tax assessee (If so, enclose copies of latest assessment orders)
<p>i) <b>Declaration (In the Case of applicants)</b> Above information is true and correct to the best of my knowledge and belief.</p> <p style="text-align: right;">Signature.</p>	
<p>ii) <b>Declaration (In the Case of partners, directors of Private Ltd., Co., Co-obligant, guarantor)</b> Above information which is true and correct to the best of my knowledge and belief is furnished as an indication of my willingness to be a guarantor/Co-obligant to any credit facilities to be granted to :..... (Write the Name of the Applicant)</p> <p>Place : Date :</p> <p style="text-align: right;">Signature.</p>	

**Note :**

1. This format has to be filled and signed by Applicants Proprietor, Directors of Pvt. Ltd., Co. Co-obligants and Guarantors.
2. Use additional Sheets wherever necessary.

**ANNEXURE = 68  
HOUSING LOAN**

REPCO BANK

RCB-192.

HBA No.

Applicant:

**CHECKLIST FOR HOUSING LOAN**

I. Property offered as Security:

1. Original/Xerox copy of the Parent Documents      Doc. No.  
..... Deed dt. .... Pages .....  
..... Deed dt. .... Pages .....  
..... Deed dt. .... Pages .....
2. Original/Xerox copy of latest ..... Deed  
Dated ..... Document No. ....
3. Original/xerox copy of E.C.
  1. No. \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_
  2. No. \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_
  3. No. \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_
4. Xerox copy of latest property tax receipt  
No. \_\_\_\_\_ dt. \_\_\_\_\_
5. Original/xerox copy of Patta No.
6. Original/xerox copy of approved plan  
by Corporation/MMDA/Panchayat Union
7. Original/xerox copy of extract of the ownership from the  
permanent Land Register.

...2/-



II. Repaying Capacity Proof:

1. Salary Certificate of applicant if employed
2. Salary Certificate of surety if employed
3. Rent/Lease Agreement if property is rented
4. Latest Profit & Loss A/c., Balance Sheet and Sales Tax Assessment Order.
5. I.T. Permanent Account Number
6. Any other evidence for Income.

III. 1. Valuation Report RCB-113.

2. Legal Opinion.
3. Sale Agreement (if the purpose is for purchase of house)
4. Construction Agreements
5. Estimation, if purpose is for construction



**II. FINANCIAL DETAILS**

Particulars	Applicant	Co-applicant/ Spouse	Guarantor
Past Savings (give details)			
Deposit with REPCO BANK (Existing)			
Deposit with REPCO BANK (Proposed)			
Deposit with other bank (Mention name of the bank & A/c No. Amount out-standing)			
Other Immovable Property			
Other Assets (Specify)			
LIC Policy / Postal Life Insurance policy if any mention policy No. amount, maturity dates			

**Break-up of Income & Expenditure of the applicant/s & dependants (Evidence to be given)**

Source of Income P.M.	Rs.	Expenditure P.M.	Rs.
		Instalment of Proposed Loan	
TOTAL		TOTAL	

Whether you/spouse/co-applicant/guarantor have availed any other Loan :

	Applicant	Co-applicant/Spouse	Guarantor
From Whom			
Outstanding amount			
Monthly Instalment payable			
Term (repayment period / due date)			
Have you / your spouse / guarantor given guarantee for any borrower(s) of REPCO Bank. (Provide details)			

**III. Particulars of Property offered as security for the Loan:**

O.S. No.	T.S. No.	Block No.	Door No. & Street	Town/City	District	Registrar Office	Extent of Land	Existing Built up Area				Nature of Construction	Year of Construction	Boundries				Remarks		
								Ground Floor	I Floor	II Floor	III Floor			South by	North by	East by	West by			

FOR CONSTRUCTION OF HOUSE / FLAT EXTENSION / IMPROVEMENT		FOR PURCHASE OF READY BUILT HOUSE / FLAT	
1. Estimated cost of Construction Rs.		1. Purchase Price Rs.	:
2. Proposed built up area Sq. Ft		2. (-) Advance Paid Rs.	:
3. Stage of construction		3. Loan amount from Bank Rs.	:
4. Building Permit expires on		4. Balance arranged by borrower Rs.	:

Other Purpose of Loan - applicable to Secured Loan (give Details and Proof)	Additional Particulars necessary to consider the Loan application favourably (If any) :
--------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------

**DECLARATION**

All the particulars given in the application are true, correct and that they shall form the basis of the proposed loan, and shall be binding on me/us. I/We have read rules regulations of bank and abide by them.

**Signature**

--	--	--

**APPLICANT**

**CO-APPLICANT**

**GUARANTOR**

*I/We enclose the following documents / title deeds / certificates*

Sl. No.	Particulars	Doc. No. / Date	Original / Copy	No. of Sheets	Remarks

Received back the above doc./title deeds /certificates

Signature of the Applicant

Date :

Signature of Applicant/Borrower

\*\* Additional Sheet may be used if space is insufficient

ANEXXURE - 70  
SECURED LOAN

RCB114

Place :

Dated :

ON DEMAND, I..... Son of

..... Member Ship No.....

doing business at No.....

..... Promise to pay the REPATRIATES

CO-OPERATIVE FINANCE AND DEVELOPMENT BANK LIMITED, having its office at

No: 33, North Usman Road, T.Nagar, CHENNAI - 600 017. or order the Sum of Rs.....

(Rupees ..... Only)

for value received with interest thereon at ..... per annum or at such other rate/rates

as may be fixed from time to time.

Rs...../-

BORROWER.

Witnesses :

1.

2.

Before Me.

ANEXXURE -71  
SECURED LOAN

**BOND**

BOND Jointly executed on the ..... day of ..... 199 , by  
(1) Shri ..... Membership No..... Son of  
..... doing business at No.....  
.....  
residing at No.....

and (2) Shri..... Membership No.....  
Son of ..... residing at No.....

in favour of the Repatriates Co-operative Finance and Development Bank Limited, No. 33, North Usman Road, T.Nagar, CHENNAI - 600 017 herein after referred to as the Bank.

2) At the desire of Nos. 1 & 2 No.1 has been granted by the Bank a loan of Rs.....  
(Rupees..... only)  
for working capital for the business at No.....

3) We promise to repay this amount with interest at ..... per annum in .....  
equal monthly instalments. Should we fail to pay any instalment of the loan or interest, as the same falls  
due, we bind ourselves to pay penal interest @ 2% extra on all such overdue instalments or interest from  
the date of default to the date of payment. Should we fail to pay the normal interest due as at the end of the  
quarter as per Condition No 5 (iv) of the letter of sanction of loan, we bind ourselves to pay penalty on such  
overdue interest at rates prescribed from time to time by the Bank from the date of default to the date of  
payment. We further, agree that for default of payment of an instalment, the bank may foreclose the loan  
account and proceed to recover the amount legally with interest at ..... per  
annum thus due from the date of closing the loan account to the date of recovery of the amount; either  
from all or any of us, and/or the properties belonging to us.

4) We agree to abide by the byelaws of the Bank and regulations now inforce and those that may be  
enacted hereafter from time to time.

- 1.
- 2.

Signatures

Witnesses:

- 1.
- 2.

Before me.

## SECURED LOAN

ARTICLES OF AGREEMENT MADE THIS ..... day of ..... 199 ..... by Shri ..... Son of ..... M.No. .... and doing business at ..... (herein after called the "Borrower") of the First Part and Shri ..... Son of ..... M.No. .... and residing at ..... (hereinafter called the Surety/ies) of the Second Part in favour of the Repatriates Co-operative Finance and Development Bank Limited, a Co-operative Society registered under the MultiState Cooperative Societies Act, 1984 and having its office at No. 33, North Usman Road, T.Nagar, Chennai - 600 017. represented by its Managing Director (hereinafter called the "Bank")

WHEREAS THE BORROWER/S is/are in need of money for the purpose of ..... and at the request of the Borrower/s and the Surety/ies as per their application dated ..... for Rs. .... the Bank has agreed to grant to Borrower/s loan of Rs. .... (Rupees ..... ) upon the terms set forth in these presents and in other documents listed in the schedule hereto and/or such other documents as may be executed by the Borrower/s hereafter (hereinafter collectively referred to as security documents).

1. The Borrower/s hereby agrees/agree and undertake/s that the said advance shall be governed by the terms herein contained as well as those embodied in the security documents except in so far as the security documents may expressly or by necessary implication be modified by these presents.

2. The Borrower/s expressly agrees/agree and undertake/s that the said advance shall be utilised exclusively for the purpose mentioned herein above and for no other purpose.

3. In consideration of the sum of Rs. .... /- to be paid by the Bank Borrower/s hereby confirms/confirm having agreed to repay to the Bank, the Principal sum of Rs. .... /- (Rupees ..... ) in ..... monthly/quarterly/yearly instalments on or before 5th of every succeeding month as mentioned in 1st schedule.

The Borrower/s agrees/agree that interest on the said Principal sum of Rs. .... /- or on so much thereof as shall from time to time remain unpaid shall be repayable monthly at the rate of ..... % per annum or at such rate as may be charged by the Bank. We hereby agree to pay Penal Interest @ 2% per annum or at such rate as may be charged by the Bank from time to time on the amounts overdue. in case of default. The borrower/s hereby agrees/agree that in the event of interest payable at the end of quarter as per condition No. 5(iv) of Letter of Sanction, remain unpaid on the due date penalty at rates prescribed from to time to time may be charged by the bank on such overdue interest from the date of default to the date of payment.

The Bank has the right to foreclose the loan in case the Borrower defaults in the repayment of the Principal with interest or if the Borrower is not abiding by the terms and conditions stipulated in the security documents executed by the Borrower in favour of Bank without giving any Notice to the Surety/ies and the surety/ies hereby agree that in the event of foreclosure, the liability towards interest will be at ..... % per annum.

4. The Borrower/s agrees/agree that if monthly interest and/or any instalment of Principal is not paid on due dates, the arrears in the loan shall bear penal interest at the rate fixed by the bank for such loans from time to time until the interest and/or the instalment of the Principal in arrears as the case may be is paid.

5. The Borrower/s agrees/agree that all the rules of business of the Bank are now in force and hereafter to come into force, shall in all respects be completely binding on the Borrower/s.

6. The Borrower/s hereby undertakes/undertake to intimate to the Bank any change in address of the Borrower/s and in the event of any failure on the part of the Borrower/s to intimate the change in address, it will be sufficient if the Bank serves a notice recalling the dues to the last known address of the Borrower/s and take necessary steps to recover the dues.

7. Notwithstanding anything contained herein to the contrary or in the security documents and irrespective of the dates of instalments fixed for the repayment of the loan, the Bank will be liberty at its sole discretion to demand by notice in writing and recover the entire amount outstanding with interest and other dues and also to enforce the security or recover the moneys in any other manner which the Bank thinks fit.



8. The Borrower/s on demand will pay all reasonable costs incidental to this security/ies.
9. The Borrower/s shall not without the written consent of the Bank, create in any manner any charge, lien or other encumbrance on the security/ies given to the Bank in respect of such advances or create any interest in such security/ies in favour of any other party or person.
10. The Borrower/s shall insure and keep insured to the satisfaction of the Bank all the properties constituting the Bank's security for the loan against fire and all other risks in a sum equivalent to its full market value with an Insurer approved by the Bank in the joint name of the Bank and the Borrower/s or otherwise and Bank may require or stipulate and shall duly and punctually pay all premium and shall not do or cause or suffer to be any act which may invalidate or avoid such insurance and shall deposit the insurance policy and all cover notes, premium receipts and other documents connected thereto with the Bank. Any moneys realised from insurance shall at the option of the Bank be applied either in reinstating the security or in payment of the loan advanced and interest or both. Should the Borrowers fail to insure or fail to deliver the policies or receipts for premia duly endorsed as aforesaid within three days after demand, the Bank shall be at liberty though not bound, to effect such insurance at the expense of the Borrower/s
11. The Borrower/s shall, upon every request of the Bank allow the Bank's nominee servant or agent to inspect the Borrower/s premises, Plant and Machinery and Borrower/s Books of account for ensuring that the Borrower/s has/have duly complied with the terms of the advance.
12. The Bank shall be at liberty to furnish to any financial institution of India any such information or report, whether received by the Bank from the Borrower/s or otherwise in the Bank's possession.
13. The Borrower/s will furnish the Bank all such information as the Bank may require for the Bank's satisfaction as to due compliance with the terms of advance and all such periodical reports and information in such time and in such form and containing such particulars as the Bank may call for, the purpose of ascertaining the results of the utilisation of the said advance.
14. In Consideration of the Bank having agreed to advance Rs. .... /- (Rupees ..... Only) to the Borrower/s as aforesaid the Surety/ies above named hereby agree/s and covenant/s with the Bank that :
- (a) If any money payable by the Borrower/s falls due and the same remain unpaid, the Bank will be entitled to recover the same from the Surety/ies notwithstanding the remedies the Bank have against the Borrower/s.
  - (b) This guarantee shall be in force and subsisting whether the whole of the said sum of Rs. .... /- shall be actually advanced or not.
  - (c) The Bank shall be at liberty at any time to grant to the Borrower any time or indulgence or make any other arrangement with him as the Bank may think without discharging or in any manner affecting his (surety) liability under the guarantee obligation hereby undertaken by him.
  - (d) If the Guarantee obligation hereby undertaken by him becomes inoperative or unenforceable for any reason whatsoever that amounts due under these presents shall be paid by him (surety) as Principal debtor and the Bank shall be at liberty to recover the same accordingly.

## SCHEDULE II.

S.No.	Date of Document	Parties	Brief Description	Brief Particulars of property secured by instrument
1.		Bank and Borrower	Loan Sanction Order	Terms and Conditions of Sanction of Loan.
2.		Borrower	Demand Promissory Note.	Loan of Rs.
3.		Borrower and Surety	Bond	Loan of Rs.
4.		Borrower	Deed of Hypothecation	Stock in trade, Machinery etc.
5.		Borrower	Authorisation Letter.	Loan Repayment.

IN WITNESSETH whereof the Borrower, Surety have signed this agreement at  
and year above mentioned.

on the day, month

The Contents of this deed have been read over and interpreted in  
language known to us and have admitted by us to be true and correct

SURETY

BORROWER

Before Me.

## SECURED LOAN

1

RCB 166

THIS LOAN AGREEMENT MADE THIS \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_ by

Mr./Ms. \_\_\_\_\_ /o \_\_\_\_\_ aged \_\_\_\_\_ M.No. \_\_\_\_\_

Mr./Ms. \_\_\_\_\_ /o \_\_\_\_\_ aged \_\_\_\_\_ M.No. \_\_\_\_\_

Mr./Ms. \_\_\_\_\_ /o \_\_\_\_\_ aged \_\_\_\_\_ M.No. \_\_\_\_\_

Mr./Ms. \_\_\_\_\_ /o \_\_\_\_\_ aged \_\_\_\_\_ M.No. \_\_\_\_\_

residing/doing business at \_\_\_\_\_ (hereinafter called as the Borrower) of the first part

Mr./Ms. \_\_\_\_\_ /o \_\_\_\_\_ aged \_\_\_\_\_ M.No. \_\_\_\_\_

Mr./Ms. \_\_\_\_\_ /o \_\_\_\_\_ aged \_\_\_\_\_ M.No. \_\_\_\_\_

(hereinafter called as Guarantor) of the second part in favour of the Repatriates Co-operative Finance and Development Bank Limited, a Co-operative Society registered under Madras Co-operative Societies Act 53 of 1961 and deemed to be registered under Multi State Co-operative Societies Act 1984 having its Head Office at 112, Thiyagaraya Road, T. Nagar, Madras - 600 017 represented by its Managing Director (hereinafter called the "Bank")

WHEREAS THE BORROWER is in need of money for the purpose of \_\_\_\_\_ in terms of application form signed by accepting regulations of the House Building Advance Scheme of the Bank and at the request of the Borrower loan of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) upon the terms set forth in these presents and in other documents listed in the schedule hereto and/or such other documents as may be executed by the Borrower hereafter (hereinafter collectively referred to as security documents).

1. The Borrower hereby agrees and undertakes that the said advance shall be governed by the terms herein contained as well as those embodied in the security documents except in so far as the security documents may expressly or by necessary implication be modified by these presents.
2. The Borrower expressly agrees and undertakes that the said advance shall be utilised exclusively for the purpose mentioned herein above and for no other purpose.
3. In consideration of the sum of Rs. \_\_\_\_\_ to be paid by the Bank, Borrower hereby confirms having agreed to repay to the Bank, the principal sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) along with interest at the rate of \_\_\_\_\_ % or any other rate decided by the Bank at its sole discretion in Equated Monthly Instalments on or before last working day of every month in \_\_\_\_\_ months. The Borrower agrees to pay penalty at the above rate of interest on the unpaid instalments for a period it remains unpaid. The Bank has the right to foreclose the loan in case the borrower defaults in the repayment of Equated Monthly Instalment or if the borrower is not abiding by the terms and conditions stipulated in the security documents without giving any notice to the Guarantor and the Guarantor hereby agree that in the event of foreclosure, the liability towards interest will be at 3% per annum more than above rate of interest.
4. The Borrower agrees that all the rules of business of the Bank are now in force and hereafter to come into force, shall in all respects be completely binding on the Borrower.
5. The Borrower hereby undertakes to intimate to the Bank any change in address and in the event of any failure on the part of the Borrower to intimate the change in address, it will be sufficient if the Bank serves a notice recalling the dues to the last known address of the Borrower and take necessary steps to recover the dues.
6. Notwithstanding anything contained herein to the contrary or in the security documents and irrespective of the dates of instalments fixed for the repayment of the loan, the Bank will be at liberty at its sole discretion to demand by notice in writing and recover the entire amount outstanding with interest and other dues and also to enforce the security or recover the money in any other manner which the Bank thinks fit.
7. The Borrower on demand will pay all reasonable costs incidental to this security.
8. The Borrower shall not without the written consent of the Bank, create in any manner any change, lien or other encumbrance on the security in favour of any other party or person.
9. The Borrower shall, upon every request of the Bank allow the Bank's representative or agent to inspect the Borrower's premises, property for ensuring that the Borrower's has duly complied with the terms of the advance.

10. The Bank shall be at liberty to furnish to any financial institution any such information or report, whether received by the Bank from the Borrower or otherwise in the Bank's possession.
11. The Borrower shall furnish the Bank all such information as the Bank may require for the Bank's satisfaction as to due compliance with the terms of advance and all such periodical reports and information in such time and in such form and containing such particulars as the Bank may call for, the purpose of ascertaining the results of the utilisation of the said advance.
12. The borrower agrees and undertakes that the principal sum of the loan, interest, penal interest, penalty, other charges and any other dues under this Agreement shall be secured by mortgage of the property described in the Schedule II and the Bank shall have the right to decide, at its sole discretion, the type of mortgage or any other security and or additional security it may require and the borrower shall be bound to execute the mortgage accordingly and furnish any such other or additional security as required by the Bank.
  - (a) To execute any such Agreement/s, document/s undertaking/s that may be required now or hereafter at any time during the pendency of this loan/or any other loan or loans granted by the Bank hereafter.
13. (a) The borrower shall maintain the property, when completed, in good order and condition and will make all necessary repairs, additions and improvements thereto during the pendency of the loan.
  - (b) The borrower shall notify any change in his employment, business or profession within seven days of the change.
  - (c) The borrower shall duly and punctually comply with all the terms and conditions of the holding of the property and all the rules, regulations, bye-laws etc. of the concern, Co-operative Society, Association, Limited company or any other Competent Authority, and pay such maintenance and other charges for the upkeep of the property as also any other dues etc., as may be payable in respect of the said property or the use thereof.
  - (d) Notwithstanding what is herein before stated the borrower shall be vigilant and he shall see that the property is always duly and property insured against fire and other hazards, the Bank being made the sole beneficiary under the policy, for a value as required by the Bank, during the pendency of the loan and produce evidence thereof to the Bank each year and whenever called upon to do so.
14. The borrower shall notify and furnish details of any additions to or alterations in the property which might be proposed to be made during the pendency of the loan.
15. The borrower agrees that the Bank or any by it shall have free access to the property for the purpose of inspection/supervision and inspecting the progress of construction and the accounts of construction to ensure proper utilisation of the loan.
16. Unless the Bank shall otherwise agree:
  - (a) The borrower shall not let out or otherwise howsoever part with the possession of the property or any part thereof.
  - (b) The borrower shall not sell, mortgage, lease, surrender or otherwise howsoever alienate the property or any part thereof.
  - (c) The borrower shall not enter into any Agreement or arrangement for disposal or long lease of the said property or any part thereof during the pendency of the loan.
  - (d) The borrower shall not amalgamate or merge his property with any other adjacent property nor shall create any right of way or any other easement on the property.
  - (e) The borrower shall not leave India for employment or business or for long term stay abroad without fully repaying the loan, then outstanding together with interest, other dues and charges as per the rules of the Bank then in force.
17. In consideration of the Bank having agreed to advance Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to the Borrower as aforesaid the Guarantor above named hereby agree and covenant with the Bank that:
  - (a) If any money payable by the Borrower falls due and the same remain unpaid, the Bank will be entitled to recover the same from the Guarantor notwithstanding the remedies the Bank have against the Borrower.
  - (b) The guarantee shall be in force and subsisting whether the whole of the said sum of Rs. \_\_\_\_\_/- shall be actually advanced or not.
  - (c) The Bank shall be at liberty at any time to grant to the Borrower any time or indulgence or make any other arrangement with him as the Bank may think without discharging or in any manner affecting Guarantors liability under the guarantee obligation hereby undertaken.
  - (d) If the Guarantee obligation hereby undertaken becomes inoperative or unenforceable for any reason whatsoever that amounts due under these presents shall be paid by Guarantor as Principal debtor and the Bank shall be at liberty to recover the same accordingly.

## SCHEDULE I

S. No.	Date of Document	Parties	Brief Description	Brief Particulars of property secured by instrument.
1.		Bank and Borrower	Loan Sanction Order	Terms and Conditions of Sanction of Loan
2.		Borrower	Demand Promissory Note	Loan of Rs.
3.		Borrower and Surety	Bond	Loan of Rs.
4. a)		Mortgagor/s	Registered Mortgage	Loan of Rs.
b)		Mortgagor/s	Registered Equitable Mortgage	Loan of Rs.
c)		Mortgagor/s	Equitable Mortgage (Deposit of Title Deeds)	Loan of Rs.
			Total (4a - 4c)	

## SCHEDULE - II (Description of Property)

IN WITNESSETH whereof the Borrower Guarantor have signed this agreement at \_\_\_\_\_ on the day, month and year above mentioned.

The contents of this deed have been read over and interpreted in language known to us and have admitted by us to be true and correct.

GUARANTOR

BORROWER

WITNESSES :

## LETTER OF GUARANTEE

To  
The Repatriates Coop. Finance &  
Development Bank Limited,  
Madras - 17.

Place :

Date :

Dear Sirs,

In consideration of your having at my request and upon the terms that I give this guarantee, sanctioned, in principle, a loan of Rs. (herein after referred to as 'the Loan')  
Shri/Smt .....

..... (herein after referred to as the 'Borrower/s' which expression shall unless the context otherwise requires include his/their heirs, executors, administrators and permitted assigns) broadly on the terms and conditions stated in the Offer Letter duly accepted by the Borrower/s, AND WHEREAS pursuant to the said Offer Letter you have agreed to enter into a Loan Agreement as per the draft thereof herewith annexed which I have perused and the terms and conditions whereof are known to me, AND IN CONSIDERATION of your having at the request of the Borrower/s and my request and upon the terms and stipulations that I give this guarantee to you agree to disburse lend and advance to the Borrower/s the Loan.

(1) I DO HEREBY GUARANTEE that the Borrower/s, jointly and severally, will duly and punctually observe and perform each and every one of the obligations, to pay money, whether for or towards principal, interest, additional interest, commitment charge, extra charges on arrears, service charges, redemption premium, costs or otherwise howsoever on their part contained in the said Loan Agreement and also in any instrument or instruments that may hereafter be executed by him/them in your favour modifying the terms of the said Loan Agreement AND I DO HEREBY AGREE AND UNDERTAKE THAT in the event of the default on his/their part or on the part of any one of them in making payments in discharge of any of such obligations, I shall forthwith upon your notifying such default to me, such notification to be conclusive and binding on me as to such default, make payment to you not only of the instalments due in respect of the defaulted instalments but also in the event of your having accelerated the payment of the balance of the Loan, make payment to you of the entire Loan without demur or protest myself notwithstanding any protestations from the Borrower/s and I shall without prejudice to all your other rights indemnify you and keep you indemnified against all loss of principal, interest or other monies due to you in respect of the Loan under the said Loan Agreement and/or any instrument or instruments that may hereafter be executed by the borrower/s in your favour and all costs, charges and expenses whatsoever which you may incur by reason of any such default on the part of the Borrower/s.

(2) I hereby accord my consent to the terms of the said Loan Agreement and/or any instrument or instruments that may hereafter be executed by the Borrower/s in

your favour as aforesaid, being by mutual consent between you and him/them in any respect varied or modified without requiring my consent or approval thereto and I agree that my liability under this Guarantee shall in no manner be affected by such variations and modifications and I expressly give up all my rights as surety under the provisions of the Indian Contract Act, 1872 in that behalf.

- (3) You shall have the fullest liberty without in any way affecting this Guarantee and discharging me from my liability there under to postpone for any time or from time to time the exercise of any power or powers reserved to or conferred on you by the said Loan Agreement or any instrument or instruments that may hereafter be executed by the Borrower/s in your favour and to exercise the same at any time and in any manner and either to enforce or forbear to enforce payment of principal or interest or other monies due to you by the Borrower/s or any of the remedies or securities available to you or to grant any indulgence or facility to the Borrower/s AND I SHALL not be released by any exercise by you of your liberty with reference to the matters aforesaid or any of them or by reason of time being given to the Borrower/s or of any other forbearance, act or omission on your part or any other indulgence by you to the Borrower/s or by any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing me AND I hereby waive all suretyship and other rights which I might otherwise be entitled to enforce or which but for this provision have the effect of releasing me.
- (4) This Guarantee shall be enforceable against me notwithstanding that the securities (if any) that may be comprised in any instrument or instruments that may be executed by the Borrower/s or any other person/s in your favour shall be at the time when proceedings are taken against me here under be outstanding, or unrealised.
- (5) In order to give effect to this Guarantee you shall be entitled to act as if I was the principal debtor to you for all payments guaranteed by me as aforesaid.
- (6) Without prejudice to what is stated in any other clause herein and without in any way whatsoever limiting or restricting the scope and the operation of the Guarantee herein contained or the liability therefrom arising and keeping this Guarantee and all the obligations and liabilities there under in full force and effect, I, in particular agree, assure and undertake that the Borrower/s shall in terms of the said Loan Agreement and/or any other instruments or documents executed hereafter pay you every month during the period of Loan the amount of Rs. (Rupees..... only) (or any other amount as the case may be) being the Equated Monthly Instalment failing which, I shall make good the default by full payment of the Equated Month Instalment within seven days of the due date without any notice of the default having been received from you. I undertake the obligation to verify whether Borrower/s has/have paid the Equated Monthly Instalment and in default pay it myself without being called upon to do so, notwithstanding anything to the contrary herin contained, without conferring any legal obligation in you to give

any notice and in the event of any notice of demand being issued by you to me (which shall be final, binding and conclusive on the Borrower/s and me) I shall forthwith, without any demur, protest or objection and notwithstanding any protestations from the Borrower/s, pay their amount mentioned therein, without your being required to obtain any consent or confirmation from the Borrower/s.

- (7) This Guarantee is a continuing one and shall be binding on me, my heirs, administrators, assigns and successors for all amount of principal of the Loan that may be advanced by you to the Borrower/s under the said Loan Agreement and/or any instrument or instruments that may hereafter be executed by him/them in your favour or with you as also for all interest, additional interest, commitment charges, extra charges or arrears, service charges, costs and other moneys which may from time to time become due and remain unpaid to you by to Borrower/s there under and shall remain inforce until all such money shall be paid off in full with interest, costs and other moneys.
- (8) The benefit of this Guarantee shall ensure for the benefit of you successors and assigns and shall be irrevocable until the discharge by me of all my obligations thereunder.
- (9) This Guarantee shall not be affected nor shall this Guarantee be in anywise prejudiced by your absorption or by your amalgamation with any company, corporation or concern but shall be available for an to the absorbing or amalgamated company, corporation or concern.
- (10) I assure you that I am under no disability or restriction to give you this Guarantee and to undertake to you the repayment and pecuniary obligations of the Borrower/s as set out in the said Loan Agreement.
- (11) I agree and acknowledge that this Guarantee shall *ipsofacto* come into force and become valid and binding on me immediately upon the Loan Agreement being executed between the Borrower/s and you without requiring any further consent or confirmation from me.
- (12) You shall have the fullest liberty without in any way affecting this Guarantee and discharging me from my liability there under to increase or decrease the loan and/or vary the rate of interest and/or repayment terms thereof and/or permit the borrower/s to transfer the Loan from one property to another without any reference or needing prior consent from me.
- (13) I further assure you that I have not applied for a loan to RCFD Bank nor am I a borrower of RCFD Bank nor have I given any guarantee to RCFD Bank in respect of any person/s other than the Borrower/s and I UNDERTAKE not to apply for the loan to RCFD Bank or obtain loan from RCFD Bank or give guarantee to RCFD Bank in respect of any person/s other than the Borrower/s until this guarantee has been cancelled by you.



Signature of the Guarantor : .....  
Name of the Guarantor : .....  
Age of the Guarantor : .....  
Office Address : .....  
.....  
.....  
.....  
Telephone No. (Office) : .....  
Designation : .....  
Residential Address : .....  
.....  
.....  
.....  
Telephone No. (Residence) : .....

**Verification of the Guarantor's Signature**

Signature of the person verifying : .....  
Name of the Person verifying : .....  
Designation/Profession : .....  
Address : .....  
.....  
.....  
.....  
Rubber Stamp/Office Seal : .....

ANNEXURE - 75  
SECURED LOAN

RCB-120

LETTER OF CONSENT

From

To  
The Branch Manager,  
REPCO Bank,  
----- Branch.

Sir,

Sub: Loan proposal submitted by -----  
----- security of immovable  
properties to be offered - Reg.

-o-o-o-

I wish to offer my immovable property/properties  
situated at -----

as security with an intention to create mortgage for the loan to  
be availed by -----  
and I am submitting the following title deeds relating to the  
property with the Bank, for further scrutiny.

S.No.	Name of the Document	No.	Date	Original/Copy / Xerox	No. of sheets
-----	Title Deed	-----	-----	-----	-----

Yours faithfully,

Proposed Mortgager/s

Received the above documents/ title deeds at -----  
----- on -----

Chief/Branch Manager.

ANNEXURE - 79  
SECURED LOAN

VERIFICATION OF SIGNATURE

RCB-168

To

The Manager,  
REPCO Bank,

----- Branch.

Dear Sir,

Signature verification of Mr/Ms -----

This is to state that Mr/Ms -----

residing at -----

-----  
is an account holder with us for more than one year. His/Her

Account No. is -----

His/Her Signature is attested below.

Attestation

Signature and Seal of Banker

Signature of the  
Individual.

## SECURED LOAN

## HYPOTHECATION OF GOODS/STOCK-IN-TRADE AND MACHINERY

The Repatriates Co-operative Finance and Development Bank Limited, a Co-operative Society registered under the Multi State Co-operative Societies Act, 1984 and having its Head Office at No. 33, North Usman Road, T.Nagar, Chennai - 600 017 and represented by its Managing Director (hereinafter called the "BANK") having at the request of M/s.....  
 ..... Son of ..... (Membership No.....) doing business at No.....

(Hereinafter called "THE BORROWERS") granted or agreed to grant a loan of Rs..... (Rupees.....  
 ..... Only) at their..... branch or any other branch of the  
 BORROWERS to remain in force until closed by the Bank and to be secured by goods/stock-in-trade/machinery to be hypothecated with the Bank, it is hereby agreed by the Borrowers jointly and severally with the Bank as follows:

2. THE BORROWERS hereby hypothecate in favour of the Bank the goods, Stock-in-trade machinery described in general terms in schedule (hereinafter referred to as "THE HYPOTHECATED GOODS/MACHINERY") which expression shall include all products, goods, stock-in-trade, machinery, motors, equipments, tools, spare parts and accessories and movable property of any kind belonging to the Borrowers which now or hereinafter from time to time during this security shall be brought in, stored, planted, and fitted or be in or about the Borrower's premises or shop at No.....  
 ..... or wherever else the same may be as security for the payment by the Borrowers to the Bank of the balance due to the Bank at any time or ultimately on the closing of the said lending facility and for the payment of all debts and liabilities mentioned in the clauses hereof. The expression "THE BALANCE DUE TO THE BANK" in this and subsequent clauses of this agreement shall be taken to include the principal moneys from time to time advanced to the Borrowers by the Bank and also all interest thereon calculated from day-to-day at the rate hereinafter mentioned and the amount of all charges and other expenses which the bank may have paid or incurred in any way in connection with the hypothecated goods and machinery or the sale or disposal thereof.

3. The Borrower shall permit the Bank, their Officers, Agents and Servants from time to time and at all times to enter upon the godowns or premises wherein the hypothecated goods/stock-in-trade/machinery or any part thereof may for the time being be and to view, inspect and value the same and take inventories thereof or to take possession thereof and render to the Bank and their servants all facilities as may be required for any of the purposes aforesaid.

4. The Borrowers shall punctually pay all rents, taxes and other outgoings of the godowns and premises wherein the hypothecated goods/machinery shall be and keep the same free from distress.

5. The hypothecated goods/stock-in-trade and machinery shall be insured against fire risk by the Borrowers in an Insurance office or offices approved by the Bank and in the name and for the sole benefit of the Bank for their full market value and that the Borrowers will on demand deliver to the Bank all Policies for and receipts for premia paid on such Insurance endorsed and assigned with the full benefit thereof in favour of the Bank. Should the Borrowers fail to insure or fail to deliver the policies or receipts for premia duly endorsed as aforesaid, three days after demand, the Bank shall be at liberty to effect such insurance at the expense of the Borrowers.

6. That all sums received under any such Insurance as aforesaid shall be applied in or towards the liquidation of the balance due to Bank for the time being and in the event of there being a surplus, the same shall be applied as provided by the clauses hereof.

7. That the Borrowers shall make and furnish to the Bank all statements and returns of the cost and market value of the hypothecated goods/machinery and full description thereof and produce such evidence in support thereof as the Bank may require from time to time.

8. That the interest at the rate of % per annum or such other rate as may be fixed by the Bank from time to time and notified by the Bank in its Notice Board shall be calculated and charged on the loan amount in the Bank's favour until the same is fully liquidated and shall be paid by the Borrowers as and when demanded by the Bank.

The Borrower hereby agrees to pay a penal interest % p.a. above the normal rate or such rate/s as may be charged by the Bank from time to time on the amounts overdue, in case of default. The borrower/s hereby agrees/agree that in the event of interest payable at the end of quarter as per Condition No.5 (iv) of Letter of Sanction, remain unpaid on the due date, penalty at rates prescribed from time to time may be charged by the bank on such overdue interest from the date of default to the date of payment. The Borrowers hereby agrees/agree that in case of default in repayment of principal sum with interest for consecutive three months or if the Borrower does not act according to terms and conditions as stipulated in Loan Sanction Order and other documents executed by the Borrower in favour of the Bank, the Bank is at liberty to foreclose the loan account and charge interest at % per annum or such rate as may be charged by the Bank from time to time.

That the hypothecated goods and machinery and all sales, realisations and insurance proceeds thereof shall be held as Bank's exclusive property specially appropriated to this security and the Borrowers will not create any mortgage, charge, lien or encumbrance affecting the same or any part thereof.

9. The Borrowers hereby undertakes /undertake to intimate to the Bank any change in address of the Borrower/s and in the event of any failure on the part of the Borrower/s to intimate the change in address, it will be sufficient if the bank serves a notice recalling the dues to the last known address of the Borrower/s and take necessary steps to recover the dues.

10. That on demand by the Bank, the Borrowers shall pay the balance due to the Bank together with all further interest at the rate above mentioned and the loan amount of all further charges and expenses if any to the date of payment provided that nothing contained in these clauses herein shall be deemed to prevent the Bank from demanding payment of the interest due at the above mentioned rate without at the same time demanding payment of the balance due to the Bank exclusive of such interest.

11. The bank and their officers and Agent shall be entitled at any time as if absolute owners and without notice to the Borrower but at the Borrower's risk and expense and if so required as Attorneys for and in the name of Borrowers to enter and remain at any place where the hypothecated goods/machinery shall be and to take possession or recover and receive the same or appoint any Officer or Officers of the Bank as receiver or receivers of the hypothecated goods/machinery and/or sell by public auction or private contract or otherwise dispose off or deal with all or any part of the hypothecated goods/machinery and to enforce, realise, settle, compromise and deal with any of the rights aforesaid without being bound to exercise any of these powers or being liable for any loss for the exercise thereof and without prejudice to the Bank's rights and any legal remedies against the Borrowers and to apply the net proceeds of such sale in or towards liquidation of the balance due to the bank and the Borrowers hereby agreed to accept the Bank's account of sales and realisation and to pay any shortfall or deficiency therein shown.

12. The Borrowers agree to accept as conclusive proof of the correctness of any sum claimed to be due from them to the Bank under this Agreement a statement of account made out from the Books of the Bank and signed by the authorised officer of the Bank without the production of any other voucher, document or paper.

13. That this Agreement is to operate as a continuing security for the balance from time to time due to the Bank and also for the ultimate balance to become due on the said loan account and the said account is not to be considered to be closed for the purpose of the security and the security of the hypothecated goods is not to be considered exhausted by reason of the said loan account being brought to credit at any time or from time to time or of its being drawn upon to the full extent of the said sum of Rs. .... (Rupees ..... Only) if afterwards reopened by a payment to credit.

14. The Borrowers hereby declare that all the hypothecated goods and/or machinery are the absolute property of the Borrower's at the sole disposal of the Borrower and free from prior charge or encumbrance and that all future goods and property hereunder shall be likewise their unencumbered undisposed property and that the Borrowers have not done or knowingly suffered or been party or privy to anything whereby they are in any way prevented from hypothecating the hypothecated goods/machinery in the manner aforesaid and that the Borrowers will do and execute at their cost all such acts and these for further and more particularly assuring the hypothecated goods/machinery or any part thereof to the Bank as shall be required by the Bank and for giving better effect to these presents the Borrowers authorise and irrevocably appoint the Bank and/or their Officers as Attorneys for and in the name of the Borrowers to act on behalf of the Borrowers and to execute and do any act, assurance and things which the Borrowers ought to execute and do under these presents and generally to use the name of the Borrowers in the exercise of the powers hereby conferred.

15. Provided always that this agreement is not to prejudice the rights or remedies of the Bank against the Borrowers irrespective and independent of this agreement in respect of any other advances made or to be made by the Bank to Borrowers.

16. In case the Borrowers shall be a firm or members of a firm, no change whatsoever in the constitution of the firm during the continuance of this agreement shall impair or discharge the liability of the Borrowers or any one or more of them thereunder.

**SCHEDULE**

All goods/stock-in-trade/machinery as per list enclosed, pooled at .....  
..... and also such other goods  
and properties that may be brought into by the Borrowers and stored in the premises aforesaid after execution of this agreement and  
during its currency.

IN WITNESSETH WHEREOF the Borrower has hereunto set his hands at .....  
this the ..... day of ..... 199

Signature of the Borrower/s.

\* The contents of this deed has been read over to me/us and interpreted in .....  
language known to me/us has been admitted by me/us to be true and correct

This is to solemnly declare that the value of stocks and machinery  
charged as security for the loan account as on date is Rs.....

Signature of the Borrower/s.

Witnesses :

1.

2

Before me.

**DECLARATION ON HYPOTHECATED STOCK**

From:

Date: .....

To,

**The Manager,  
REPCO Bank,**

..... Branch.

Dear Sir,

Sub: **My Loan / Overdraft A/ C. No** .....

This is Solemnly declare that the value of stocks Charged as Security for the above, in terms of the Hypothecation deed dated ..... as on ..... was Rs. .... /- as per details furnished below:

I / We further declare that the said stock is either my / our own absolute property or that I / We have such an interest in the same as entitles me / us to hypothecate them to the Bank to the full extent of the Bank's advance to me / us against these goods and that they are not subject to any lien, claim or charge of any sort except to your Bank and that the advance has been taken by me / us on the strength of this declaration.

Yours faithfully,

ANEXXURE - 78  
SECURED LOAN

RCB - 172

From	To, The Manager <b>THE REPATRIATES CO-OPERATIVE FINANCE AND DEVELOPMENT BANK LIMITED,</b> ..... Branch
------	-------------------------------------------------------------------------------------------------------------------------

Sir,

Dated:

Sub: Loan A/c No.....sanctioned to

.. \* \*

- \* I /We hereby offer my/our Daily Deposit/Recurring Deposit/Fixed Deposit/Non-operative Savings Bank Account No..... as security for the above loan and undertake to contribute Rs..... per day/Week/Month in the said deposit account.
- \* I/We enclose herewith .....deposit card/Receipt No..... for Rs..... due on..... duly discharged by me/us as security to the above loan.

The Bank is at liberty to adjust the proceeds/or renewal proceed of above deposit account towards the above liability at any time, without any reference to me/us. I/We agree that the amount under the above deposit and renewals thereof shall remain with the Bank so long as any amount on any account is due to the Bank from ..... \* \* singly or jointly with others. I/We agree that it shall open for the Bank to exercise Banker's general lien on my/our moneys at any time and without reference to me/us.

Yours faithfully,

Signature of Depositor/s.

- \* \* Mention the name of the party to whom the credit facility is granted.
- \* Strike out the paragraph which is not applicable.

N.B:

1. Separate form to be obtained for difference types of deposit (i.e., only one deposit amount is to be covered under this letter)
2. Blank spaces wherever necessary should be filled up properly before the executant signs. Unfilled spaces should be properly ruled out.



ANNEXURE - 78  
SECURED LOAN

VERIFICATION OF SIGNATURE

RCB-168

To

The Manager,  
REPCO Bank,

\_\_\_\_\_ Branch.

Dear Sir,

Signature verification of Mr/Ms \_\_\_\_\_

This is to state that Mr/Ms \_\_\_\_\_

residing at \_\_\_\_\_

is an account holder with us for more than one year. His/Her


Account No. is \_\_\_\_\_

His/Her Signature is attested below.

Attestation

Signature and Seal of Banker

Signature of the  
Individual.

<p><b>THE REPATRIATES CO-OP FINANCE AND DEV. BANK LTD</b></p>  <p style="font-size: 1.5em; font-weight: bold; margin: 0;"><b>REPCO BANK</b></p> <p style="margin: 0;">(Govt. of India Enterprise) Repco Tower 33, North Usman Road, T. Nagar, Chennai - 600 017.</p>	<p>BRANCH</p> <p><b>T. NAGAR BRANCH</b></p>	<p><i>Photo</i></p>
<p><b>APPLICATION FOR HIRE PURCHASE FINANCE</b></p>		

<p>I. a) Full name of Applicant Company /Firm/Concern (Capital letters):</p>	<p>Membership No.</p>
<p>b) Father's/Husband's name:</p>	
<p>c) Profession / Occupation:</p>	
<p>d) Age :</p>	
<p style="text-align: center;">Address</p>	
<p style="text-align: center;">Office :</p>	<p style="text-align: center;">Residence:</p>
<p>e) Telephone: (O) <input style="width: 20px; height: 15px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 15px; border: 1px solid black;" type="text"/> (R) <input style="width: 20px; height: 15px; border: 1px solid black;" type="text"/></p> <p>Fax <input style="width: 20px; height: 15px; border: 1px solid black;" type="text"/> Pager/Cellular <input style="width: 20px; height: 15px; border: 1px solid black;" type="text"/></p>	
<p>f) Name of Banker</p>	
<p style="text-align: center;">Branch</p>	
<p style="text-align: right;">Current/SB A/C No.</p>	

II. Description of Assets : (proposed to be acquired)

Description	Model	Make	Cost Rs.	Margin / Deposit / DBM Rs.	Loan requested Rs.	Period of Repayment Requested

<p>III. a) Status: # <input type="checkbox"/> Individual <input type="checkbox"/> Proprietary <input type="checkbox"/> Partnership <input type="checkbox"/> Ltd.Co. <input type="checkbox"/> Others.....</p>
<p>b) State the names of Partners (in the case of partnership) or Directors (in the case of companies) or Proprietor (in the case of proprietary concerns).</p> <p style="margin-left: 40px;">1</p> <p style="margin-left: 40px;">2</p> <p style="margin-left: 40px;">3</p>

- c) PARTICULARS OF SALARY (in the case of Applicant / Guarantor is a salaried person)  
Salary certificate to be attached along with undertaking of Employer for deduction of EMI.

	Applicant	1st Guarantor	2nd Guarantor
Gross Salary			
Total deduction			
Net Salary			

- d) Registration/License obtained for business (provide distinct number)

e) Address Proof  Driving License  Passport  Telephone Bill  
 Family card  IT Assessment order  Salex Tax R.C.

Distinct No.

IV. Existing Investments #

	Short Description	Amount/Value Rs.	Source of Fund
a)	Working Capital / Durables		
b)	Land and Building		
c)	Machinery / Jewel		
d)	Vehicles (Make/Model/Regn. No.)		
e)	Others / Deposits		
	TOTAL		

V. Particulars of Income & Expenditure during the past three years #

YEAR	Sales/Income Rs.	Purchase/Expenditure Rs.	Profit / Surplus Rs.

VI. Existing Liabilities (including those with our Bank)

S.No.	Bank/Institution	Nature of loan	Amount Rs.	Date of availment	Outstanding Rs.	Overdues Rs.

VII. Give name, address, phone number of two persons of status to whom reference can be made (preferably existing member of the bank).

1. .... 2. ....  
 .....  
 .....  
 .....

VIII. Purpose / Need of the Asset to be Purchased:

IX. Guarantor(s):

	1st Guarantor	2nd Guarantor
a) Full Name of Guarantor (Capital Letters)	Age :	Age :
b) Membership No.		
c) Father's /Husband's name		
d) Profession / Occupation (mention briefly)		
e) Permanent address #		
f) Monthly / Annual income # Rs.		
g) Particulars of Investments and properties		

Particulars connected to this proposal (If any) :


Particulars given above are in every respect true and correct and that we have not withheld any information likely to acceptance of this proposal and that the properties mentioned herein are our exclusive properties and will not in any way be transferred or alienated until the obligations arising out of the agreement are fulfilled and we agree that this proposal shall be the basis of the contract between us.

I request that the application may be considered for the above facility.

I have read the rules and regulation of the bank and abide by them.

DATED AT                      THIS                      DAY OF                      19

SIGNATURE OF THE GUARANTOR(S)

SIGNATURE OF THE APPLICANT

If space is inadequate additional sheet to be attached. # Proof/evidence to be produced.

of Enclosures :

- |    |    |
|----|----|
| 1. | 5. |
| 2. | 6. |
| 3. | 7. |
| 4. | 8. |

ANEXXURE -81  
MEDI LOAN

RCB 114

Place :

Dated :

ON DEMAND, I..... Son of

..... Member Ship No .....

doing business at No.....

..... Promise to pay the REPATRIATES

CO-OPERATIVE FINANCE AND DEVELOPMENT BANK LIMITED, having its office at

No: 33, North Usman Road, T.Nagar, CHENNAI - 600 017. or order the Sum of Rs.....

(Rupees ..... Only)

for value received with interest thereon at ..... per annum or at such other rate/rates

as may be fixed from time to time.

Rs...../-

BORROWER.

Witnesses :

1.

2.

Before Me.

ANEXKURE - 82  
MEDI LOAN

3

**BOND**

BOND Jointly executed on the ..... day of ..... 199 , by  
(1) Shri ..... Membership No..... Son of  
..... doing business at No.....

..... residing at No.....

and (2) Shri..... Membership No.....  
Son of ..... residing at No.....

in favour of the Repatriates Co-operative Finance and Development Bank Limited, No. 33, North Usman Road, T.Nagar, CHENNAI - 600 017 herein after referred to as the Bank.

2) At the desire of Nos. 1 & 2 No.1 has been granted by the Bank a loan of Rs.....  
(Rupees.....only)  
for working capital for the business at No.....

3) We promise to repay this amount with interest at ..... per annum in .....  
equal monthly instalments. Should we fail to pay any instalment of the loan or interest, as the same falls due, we bind ourselves to pay penal interest @ 2% extra on all such overdue instalments or interest from the date of default to the date of payment. Should we fail to pay the normal interest due as at the end of the quarter as per Condition No.5 (iv) of the letter of sanction of loan, we bind ourselves to pay penalty on such overdue interest at rates prescribed from time to time by the Bank from the date of default to the date of payment. We further, agree that for default of payment of an instalment, the bank may foreclose the loan account and proceed to recover the amount legally with interest at ..... per annum thus due from the date of closing the loan account to the date of recovery of the amount; either from all or any of us, and/or the properties belonging to us.

4) We agree to abide by the byelaws of the Bank and regulations now inforce and those that may be enacted hereafter from time to time.

1.

2.

Signatures

Witnesses:

1.

2.

Before me.

## SCHEDULE II.

S.No.	Date of Document	Parties	Brief Description	Brief Particulars of property secured by instrument
1.		Bank and Borrower	Loan Sanction Order	Terms and Conditions of Sanction of Loan.
2.		Borrower	Demand Promissory Note	Loan of Rs.
3.		Borrower and Surety	Bond	Loan of Rs.
4.		Borrower	Deed of Hypothecation	Stock in trade, Machinery etc.
5.		Borrower	Authorisation Letter.	Loan Repayment.

IN WITNESSETH whereof the Borrower, Surety have signed this agreement at \_\_\_\_\_ and year above mentioned.

on the day, month

The Contents of this deed have been read over and interpreted in language known to us and have admitted by us to be true and correct.

SURETY

BORROWER

Before Me.



ANEXXURE-83  
MEDI LOAN

5

ARTICLES OF AGREEMENT MADE THIS ..... day of..... 199 ..... by Shri  
..... Son of ..... M.No..... and doing business at  
.....  
..... (herein after called the "Borrower") of the  
First Part and Shri ..... Son of .....  
M.No..... and residing at .....  
..... (hereinafter called the Surety/ies) of the Second Part in favour  
of the Repatriates Co-operative Finance and Development Bank Limited, a Co-operative Society registered under the MultiState  
Cooperative Societies Act, 1984 and having its office at No. 33, North Usman Road, T.Nagar, Chennai - 600 017. represented by its  
Managing Director (hereinafter called the "Bank")

WHEREAS THE BORROWER/S is/are in need of money for the purpose of .....  
and at the request of the Borrower/s and the Surety/ies as per their application dated ..... for Rs.....  
the Bank has agreed to grant to Borrower/s loan of Rs..... (Rupees.....  
.....) upon the terms set forth in these presents and in other documents listed in the schedule  
hereto and/or such other documents as may be executed by the Borrower/s hereafter (hereinafter collectively referred to as  
security documents).

1. The Borrower/s hereby agrees/agree and undertake/s that the said advance shall be governed by the terms herein  
contained as well as those embodied in the security documents except in so far as the security documents may expressly or by  
necessary implication be modified by these presents.

2. The Borrower/s expressly agrees/agree and undertake/s that the said advance shall be utilised exclusively for the  
purpose mentioned herein above and for no other purpose.

3. In consideration of the sum of Rs...../- to be paid by the Bank Borrower/s hereby confirms/confirm  
having agreed to repay to the Bank, the Principal sum of Rs...../- (Rupees .....  
In..... monthly/quarterly/yearly instalments on or before 5th of every succeeding month as mentioned in 1st  
schedule.

The Borrower/s agrees/agree that interest on the said Principal sum of Rs...../- or on so much thereof as  
shall from time to time remain unpaid shall be repayable monthly at the rate of .....% per annum or at such rate as may be  
charged by the Bank. We hereby agree to pay Penal Interest @ 2% per annum or at such rate as may be charged by the Bank from  
time to time on the amounts overdue. in case of default. The borrower/s hereby agrees/agree that in the event of interest payable  
at the end of quarter as per condition No. 5(iv) of Letter of Sanction, remain unpaid on the due date penalty at rates prescribed  
from time to time may be charged by the bank on such overdue interest from the date of default to the date of payment.

The Bank has the right to foreclose the loan in case the Borrower defaults in the repayment of the Principal with interest or  
if the Borrower is not abiding by the terms and conditions stipulated in the security documents executed by the Borrower in favour  
of Bank without giving any Notice to the Surety/ies and the surety/ies hereby agree that in the event of foreclosure, the liability  
towards interest will be at ..... % per annum.

4. The Borrower/s agrees/agree that if monthly interest and/or any instalment of Principal is not paid on due dates, the  
arrears in the loan shall bear penal interest at the rate fixed by the Bank for such loans from time to time until the interest and/or  
the instalment of the Principal in arrears as the case may be is paid.

5. The Borrower/s agrees/agree that all the rules of business of the Bank are now in force and hereafter to come into force,  
shall in all respects be completely binding on the Borrower/s.

6. The Borrower/s hereby undertakes/undertake to intimate to the Bank any change in address of the Borrower/s and in the  
event of any failure on the part of the Borrower/s to intimate the change in address, it will be sufficient if the Bank serves a notice  
recalling the dues to the last known address of the Borrower/s and take necessary steps to recover the dues.

7. Notwithstanding anything contained herein to the contrary or in the security documents and irrespective of the dates of  
instalments fixed for the repayment of the loan, the Bank will be liberty at its sole discretion to demand by notice in writing and  
recover the entire amount outstanding with interest and other dues and also to enforce the security or recover the moneys in any  
other manner which the Bank thinks fit.

8. The Borrower/s on demand will pay all reasonable costs incidental to this security/ies.

9. The Borrower/s shall not without the written consent of the Bank, create in any manner any charge, lien or other encumbrance on the security/ies given to the Bank in respect of such advances or create any interest in such security/ies in favour of any other party or person.

10. The Borrower/s shall insure and keep insured to the satisfaction of the Bank all the properties constituting the Bank's security for the loan against fire and all other risks in a sum equivalent to its full market value with an Insurer approved by the Bank in the joint name of the Bank and the Borrower/s or otherwise and Bank may require or stipulate and shall duly and punctually pay all premium and shall not do or cause or suffer to be any act which may invalidate or avoid such insurance and shall deposit the insurance policy and all cover notes, premium receipts and other documents connected thereto with the Bank. Any moneys realised from insurance shall at the option of the Bank be applied either in reinstating the security or in payment of the loan advanced and interest or both. Should the Borrowers fail to insure or fail to deliver the policies or receipts for premia duly endorsed as aforesaid within three days after demand, the Bank shall be at liberty though not bound, to effect such insurance at the expense of the Borrower/s

11. The Borrower/s shall, upon every request of the Bank allow the Bank's nominee servant or agent to inspect the Borrower/s premises, Plant and Machinery and Borrower/s Books of account for ensuring that the Borrower/s has/have duly complied with the terms of the advance.

12. The Bank shall be at liberty to furnish to any financial institution of India any such information or report, whether received by the Bank from the Borrower/s or otherwise in the Bank's possession.

13. The Borrower/s will furnish the Bank all such information as the Bank may require for the Bank's satisfaction as to due compliance with the terms of advance and all such periodical reports and information in such time and in such form and containing such particulars as the Bank may call for, the purpose of ascertaining the results of the utilisation of the said advance.

14. In Consideration of the Bank having agreed to advance Rs. .... /- (Rupees .....  
..... Only) to the Borrower/s as aforesaid the Surety/ies above named hereby agree/s and covenant/s with the Bank that :

- (a) If any money payable by the Borrower/s falls due and the same remain unpaid, the Bank will be entitled to recover the same from the Surety/ies notwithstanding the remedies the Bank have against the Borrower/s.
- (b) This guarantee shall be in force and subsisting whether the whole of the said sum of Rs. .... /- shall be actually advanced or not.
- (c) The Bank shall be at liberty at any time to grant to the Borrower any time or indulgence or make any other arrangement with him as the Bank may think without discharging or in any manner affecting his (surety) liability under the guarantee obligation hereby undertaken by him.
- (d) If the Guarantee obligation hereby undertaken by him becomes inoperative or unenforceable for any reason whatsoever that amounts due under these presents shall be paid by him (surety) as Principal debtor and the Bank shall be at liberty to recover the same accordingly.

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 199  
between Repatriates Cooperative Finance and Development Bank Ltd. registered under Multi-Unit Cooperative Societies Act, 1942 deemed to be registered under the Multi-State Coop. Societies Act, 1984 having its Registered Office at No.112, Thyagaraya Road, T. Nagar, Madras-17. (herein after called "the Owner") of the first part and Mr./Ms./M/s \_\_\_\_\_

Member of the Bank vide Membership No. \_\_\_\_\_ (herein after called the Hirer" of the second part, and Mr./Ms./M/s \_\_\_\_\_

Member of the Bank vide Membership No. \_\_\_\_\_ (hereinafter called "the Guarantor") of the third part, witnesseth that:

Whereas the Hirer has, in terms of the Application form signed by him accepting the regulation of the Hire Purchase scheme of the Owner, requested for finance for the purchase of item/s mentioned in First Schedule and the said Application form is to be regarded as the basis of this contract:

Whereas the Owner, have considered the Application and agreed to finance the said purchase on the following terms and conditions:

NOW IT IS HEREBY AGREED AS FOLLOWS

Clause I: The Owner, being the Owner of the items morefully described in the First Schedule hereto and hereinafter referred to as "the Property" agrees to let and the Hirer agrees to take up on hire the property from the date hereof subject to the terms and conditions herein contained which shall be taken and read as part of this agreement.

Clause II: On the execution of this agreement, the Hirer shall pay to the Owner a sum of Re.1/- in consideration of the option of purchase given to the Hirer by Clause IV hereof and to exercise by him if he chooses later on.

Clause III: The hirer shall pay to the Owner on the execution of the Agreement the sum of Rs. \_\_\_\_\_ (Rupees ..... ) as initial payment by way of hire and a sum of Rs. \_\_\_\_\_ (Rupees ..... ) as service charges both of which shall become the absolute property of the Owner and will punctually pay to the Owner at their address for the time being the sums mentioned in the second schedule hereto on the dates therein mentioned whether previously demanded or not, by way of rent for the hire of the Property.

Clause IV: The Hirer shall duly perform and observe all the terms and conditions in this Agreement contained on his part to be performed and observed, and shall in the manner aforesaid pay to the Owner monthly sums by way of hire amounting and shall also pay to the Owner all other sums of money which may become payable to them by the Hirer under this Agreement, the hiring shall come to an end and the Property shall at the option of the Hirer become his property and the Owner will assign and make over all their right, title and interest in the same to the Hirer but until such payments, as aforesaid have been made, the Property together with an accession improvements, and additions made thereto by the Hirer shall remain the absolute property of the Owner.

Clause V: The Guarantor in consideration of the Owner agreeing to let the said Property to Hirer, hereby guarantees the due performance by the Hirer of all the Clauses and covenants of this Agreement and agrees to pay on demand any moneys due or which may become payable to the Owner under this Agreement (and not paid by the Hirer) either by way of hire, expenses, or damages, repairs, replacements or other supplies.

Clause VI: The Guarantor further agrees that any time or indulgence granted to the Hirer by the Owner shall not prejudice the Owner's rights against him or relieve him from his guarantee which will be a continuing guarantee till such time that the Owner may have any claim against the Hirer in respect of this Agreement.

IN WITNESS whereof the parties hereto have set their hands.

Witnesses:

Hirer:

1.

2.

Guarantor:

The "Property" and any other addition, improvement, renewals, and replacements made thereon shall be held by the Hirer subject to the following conditions.

(1) (a) The Hirer shall keep the said Property in his own custody and control in good and substantial working order and repair and shall be responsible for all risks, damage by fire, etc. and will not remove the said Property from his above address or other permitted address without the previous consent of the owner in writing, such consent not to be unreasonably withheld.

(b) At the commencement of the Agreement the Registered address of the Hirer is

---

The Hirer shall be bound and hereby undertake to notify to the Owner any alteration of his address within a week of such change.

(2) The Hirer shall duly and punctually pay or cause to be paid the rent or rates and taxes and other out-goings payable in respect of the premises where the Property may be and on demand show the owner or his nominees the receipt thereof and keep the said Property free from and not suffer the same to be taken to any distress for rent or otherwise or in execution or other legal process.

(3) The Hirer shall permit the owner and all persons authorised by the Owner at reasonable time to inspect the condition of the said property and for the said purpose to enter upon the premises where the Property may be.

(4) The Hirer shall not sell, assign, transfer, pledge or mortgage, let or otherwise deal with or part with the possession of the said Property or any interest in the same or in the option to purchase or in the Agreement or attempt to do so or create or allow to be created any lien upon the said Property whether for repairs or otherwise or commit or otherwise suffer any act of bankruptcy (or enter into any voluntary or compulsory liquidation) or enter into any compromise or arrangement with his creditors.

(5) The Hirer shall not cause, permit or allow or suffer the said property or any of them to become liable to distress, execution or any other processes levied or issued against the Hirer whether alone or jointly with any other person or persons.

(6) The Hirer shall immediately after the signing of the Agreement, keep insured the Property during the period of hiring against any loss or damage by accident or fire or other perils under a Comprehensive Policy with an Insurance Company approved by the Owner, and will punctually pay all premiums and other sums required for keeping the said insurance effective throughout the period of this Agreement and hand over the policy of insurance and Receipts for premiums paid, to the custody of the owner. Provided that in case the Hirer shall at any time fail to effect or keep effective the said Policy by making default in any payment of any premium or in any other way, the Owner, shall, in addition to and without prejudice to any right that he will be entitled to exercise in case of default under this Agreement, be entitled to effect such insurance and pay the premium to the said Insurance Company and the Hirer shall forthwith pay to the Owner all the premiums and other so paid by the Owner and any case and expenses occasioned by the Hirer's default in effecting or keeping the insurance effective. The Hirer shall not use or permit the use of the Property for any purpose not permitted by the terms and conditions of the insurance Policy nor do or permit to be done any act or thing which might render the insurance invalid. The Hirer hereby irrevocably appoints the Owner as his agent for the purpose of receiving all moneys payable under the said Policy of Insurance and given discharge thereof and the Owner may notify the Insurers of this condition.

(7) The Hirer shall pay all licences, duties, fees, all taxes, surcharges and registration charges payable to the Govt. in respect of the said Property and if any such duties, fees or charges shall have been paid by the Owner on account of the Hirer, the Hirer, shall forthwith repay the same.

(8) The Hirer may at any time terminate the hiring by returning the Property to the Owner (in the same order and condition in which it was delivered to the hirer fair wear and tear expected) and at the Hirer's risk and expenses. The determination of the hiring as aforesaid shall not affect or prejudice the claim of the Owner for arrears of hire payments due up to date of such return of the Property or for damages for breach of this Agreement or the Owner's right to enforce such claim by action or otherwise.

(9) In case the Hirer shall during the Continuance of this Agreement do or suffer any of the following acts or things, viz. either.

- (a) fail to pay any of the hiring instalments within the stipulated time whether demanded or not;
- (b) dies, become insolvent or compound with his creditors;
- (c) the hirer being a limited Company shall pass a resolution for voluntary winding up or shall have a petition for winding up presented against it or if a receiver shall be appointed of its undertaking;
- (d) pledge or sell or attempt to pledge or sell or part with possession of or otherwise alienate or transfer the Property;
- (e) do or suffer any act or thing whereby or in consequence of which the said Property may be distrained, or taken in execution under legal process, or by any public authority;
- (f) fail to keep the Property comprehensively insured during the period of Agreement;

- (g) fail to pay to the Govt. or Public authority any taxes or surcharge due in respect of the Property'
- (h) remove the property to another State and gets its re-registered there.
- (i) break or fail to perform or observe any of the conditions on his part herein contained; then and on the occurrence of any such event, the rights of the Hirer under this Agreement shall forthwith stand determined ipso facto without any notice to the Hirer and all the instalments previously paid by the Hirer shall be absolutely forfeited to the Owner who shall thereupon be entitled to enter any house or place where the said Property may be kept, remove and retake possession of the same and to sue for all the instalments due and for damage for breach of the Agreement and for all the costs of retaking possession of the said Property and all additional costs occasioned by the Hirer's default.

(10) a) The Hirer shall repay to the Owner on demand all expenses, legal and other charges incurred by the Owner in ascertaining the whereabouts of the Hirer of the Property or in taking steps to resume possession of the Property or in applying for or enforcing payment of any sums payable by the Hirer to the Owner under this Agreement including in the case of an inspection of the Property by the Owner at a time when the Hirer is in default under this Agreement, the travelling expenses of the Owner or their agents or any other person employed by them, from their office to and from the place of inspection and also expenses for realisation of cheques issued by the Hirer towards amount due under this Agreement.

(10) (b) The Hirer further agrees not to have the property re-registered in any other State until all the amount of hire and other dues, which may be found payable by the Hirer under the Agreement and paid to the Owner. Nevertheless, should the Hirer choose to remove the property to another State and get it re-registered there, he will be held liable for committing breach of the Hire Purchase Agreement and is bound to compensate any loss or damage sustained by the Owner because of such unauthorised action on his part besides being liable also under the Criminal Law.

(11) The Hirer acknowledges that he holds the Property as a mere bailee of the owner and shall not have any proprietary right, title or interest as purchaser therein until he having exercised in writing his option to purchase as hereinbefore provided by payment of the whole amount due under this Agreement or under any term thereof, the Owner makes over to him all their right, title and interest in the Property.

(12) The Hirer shall during the continuance of the Agreement indemnify the owner against loss or damage to the Property of any part thereof from whatsoever causes arising and whether or not such loss or damage results from the negligence of the Hirer.

(13) The monthly payment of hire monies for the said Property as set forth above shall be secured by the delivery to the Owner a Promissory Note of the value of hire purchase money set forth in the Schedule hereto; provided that such Promissory Note shall be by way of collateral security only and shall not be deemed to be conditional payment of the said monthly hire amounts, provided if the hiring be determined under any of the Clauses herein contained the Owner shall re-deliver to the Hirer the said Promissory Note.

(14) If default be made in payment of any instalment of the hire amount due under the Agreement, the Hirer shall pay to the Owner additional finance charges on the default instalments of Hire charges at the rate prescribed in the letter of offer and acceptance from time to time in arrears until payment thereof or determination of this agreement under the terms herein but this Clause shall not in any way prejudice the Owner's rights under the Agreement to repossess of the Property or to determine the hiring of the Agreement or otherwise.

(15) In the event of the Owner repossessing the Property under any of the circumstances stated supra, the Hirer may request the Owner to revive the Contract and apply for deliver of the Property and such request may be entertained by the Owner upon such terms and conditions as they think fit and proper

(16) The expressions 'OWNER', 'HIRER' and 'GUARANTOR' herein used include their executors, administrators and assignees and representatives in interest whatever the context so admits.

(17) No neglect or delay or indulgence on the part of the Owner in enforcing the terms of the Agreement and any consideration of forbearance or granting of time to the Hirer by the Owner shall be deemed to be a waiver of any breach of the Hirer of any terms of the Agreement or prejudice the strict rights of the Owner hereunder.

(18) The Hirer has examined (or has caused to be examined) the property and satisfied himself as to its condition. No warranty is implied on the part of the Owner as to the quality or state of the Property or to its fitness for any purpose whatsoever.

(19) This finance is availed by the Hirer subject to the regulations of Bank's Hire Purchase Scheme in force from time to time and in the case of default, recovery proceedings shall be initiated as per the Multi-State Coop. Societies Act, 1984 without prejudice to other means of recovery.

The contents of the aforesaid Agreement were read out, explained and interpreted to the Hirer and to the Guarantor in their own language after the said Agreement was duly filled in and understood by the Hirer and the Guarantor and thereafter the signaturers were taken on the Agreement.

Hirer:

Owner:

Guarantor:

**FIRST SCHEDULE ABOVE REFERRED TO**

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**SECOND SCHEDULE**

**PAYMENT BY WAY OF HIRE**

<b>(Forming part of Hire purchase Agreement dated _____)</b>		1.On _____	Rs. _____
		2.On _____	Rs. _____
		3. On _____	Rs. _____
		4. On _____	Rs. _____
<b>Value of Property</b>	Rs.	5. On _____	Rs. _____
<b>Less: Intial Hire</b>	Rs.	6. On _____	Rs. _____
<b>Amount Financed</b>	Rs.	7. On _____	Rs. _____
<b>Finance Charges</b>	Rs.	8. On _____	Rs. _____
<b>Service Charges</b>	Rs.	9. On _____	Rs. _____
<b>Total</b>	Rs.	10.On _____	Rs. _____
<b>Less: Service Charges received</b>	Rs.	11.On _____	Rs. _____
<b>Balance</b>	Rs.	12.On _____	Rs. _____
<b>Add: Insurance Premium for 2nd Year</b>	Rs.	13.On _____	Rs. _____
<b>for 3rd Year</b>	Rs.	14.On _____	Rs. _____
<b>Add: Handling Charges for 2nd year</b>	Rs.	15.On _____	Rs. _____
<b>for 3rd year</b>	Rs.	16.On _____	Rs. _____
<b>Grand Total</b>	Rs.	17.On _____	Rs. _____
		18.On _____	Rs. _____
		19.On _____	Rs. _____
		20.On _____	Rs. _____
		21.On _____	Rs. _____
		22.On _____	Rs. _____
		23.On _____	Rs. _____
		24.On _____	Rs. _____
		25.On _____	Rs. _____
		26.On _____	Rs. _____
		27.On _____	Rs. _____
		28.On _____	Rs. _____
		29.On _____	Rs. _____
		30.On _____	Rs. _____
		31.On _____	Rs. _____
		32.On _____	Rs. _____
		33.On _____	Rs. _____
		34.On _____	Rs. _____
		35.On _____	Rs. _____
		36.On _____	Rs. _____

Owner:

Hirer:

 <p><b>THE REPATRIATES CO-OPERATIVE FINANCE &amp; DEVELOPMENT BANK LTD.,</b> (Government of India Enterprise) H.O. : 33, North Usman Road, T. Nagar, Chennai - 600 0017.</p>	<p>BRANCH</p> <p><b>T. NAGAR BRANCH</b></p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------

LOAN APPLICATION	
To The Manager Repatriates Co-op. Finance & Development Bank Ltd. ..... Branch.	Loan No. <hr/> Membership No. <hr/> R.D. No.

1. Name of Applicant.....
2. Father/Husband Name.....
3. Age.....
4. Occupation/Designation.....
5. Name and Address of Office presently working.....
6. Residential Address..... Present/ Permanent
7. Purpose of loan.....
8. Amount of loan applied for.....
9. Are you a member in any other Co-op. Society,  
if so produce liability certificate from the society.....
10. PARTICULARS OF SALARY

APPLICANT	Rs.	Ps.	CO-OBLIGANT	Rs.	Ps.
Basic Pay			Basic Pay		
D.A.			D.A.		
HRA			HRA		
CCA			CCA		
Special All.			Special All.		
Addl. Spl. All.			Addl. Spl. All.		
Personal All.			Personal All.		
Cycle All.			Cycle All.		
Washing All.			Washing All.		
Others			Others		
Gross Salary			Gross Salary		
DEDUCTIONS					
	Rs.	Ps.		Rs.	Ps.
E.P.F.			E.P.F.		
Add. E.P.F.			Add. E.P.F.		
E.P.F. Loan			E.P.F. loan		
L.I.C. Premium			LIC Premium		
Postal Insur.			Postal Insur.		
Housing loan			Housing loan		
Vehicle loan			Vehicle loan		
Festival Adv.			Festival Adv.		
Income Tax			Income Tax		
Others			Others		
Total Deductions			Total Deductions		

Loan No.

ON DEMAND, we jointly and severally promise to pay the repatriates co-operative finance & development bank ltd., Chennai - 600 017 or order the sum of Rs. .... (Rupees..... only) for value received in cash with interest thereon from the date hereof until repayment in full at ..... percent per annum or such other rate or rates as may be fixed from time to time.

Rs.....



Date:

Place:

Signature of Borrower

Signature of Surety

**BOND**

Bond jointly executed this ..... day of ..... 19 ..... by (1) ..... M.No. .... S/o. .... Profession.....

residing at .....

(2)..... M.No. .... S/o. .... Profession..... residing at .....

in favour of the Repatriated Co-operative finance and Development Bank Limited, 33, North Usman Road, T. Nagar, Chennai - 600 017 here in after referred to as the Bank.

2. At the desire of Nos. 1 and 2, No.1 has been granted by the Bank a loan of Rs. .... (Rupees..... only) for purpose of .....

We promise to repay this amount in ..... monthly instalments alongwith interest at .....% per annum. Should we fail to pay any instalment of the loan or interest, as the same falls due, we bind ourselves to pay penal interest at 2 percent extra on all such overdue principal instalments and/or interest from the date of default to the date of payment. We further agree that for default of payment of an instalment, the Bank may foreclose the loan account and proceed to recover the amount legally with interest at % per annum on the total amount of principal and interest thus due from the date of foreclosure of the loan account to the date of recovery of the amount, either from all or any of us / and / or the properties belonging to us.

3. We agree to abide by the By-laws of the Bank and loan regulations now in force and those that may be enacted hereafter from time to time.

Witnesses (with address)

1. .... 1. ....

2. .... 2. ....

RECEIVED FROM THE REPATRIATES CO-OPERATIVE FINANCE & DEVELOPMENT BANK LTD., CHENNAI - 17, THE SUM OF RUPEES ..... ONLY BEING THE LOAN AMOUNT SANCTIONED TO ME.

Rs.....

Date :

Signature of Borrower.



## Form No :1

## Authorisation to the Pay Disbursing Officer :

To

Place :

Date :

I ..... having applied for a loan of Rs. .... with the Repatriates Co-operative Finance & Development Bank Ltd., do hereby authorise you to recover all or any instalments of loan with interest at the rate of .....% p.a. and all other sums that may from time to time and at any time become due and payable by me to the said Bank from my monthly salary and pay such sum or sums to the said Bank towards the instalments of loan or loans or other sums that may be due and payable by me to the Bank. I agree to accept as sufficient evidence of my liability, a demand from the Office of the Bank certified by them to be correct. I agree that you make recoveries from my salary in the manner above mentioned so long as I continue to be a member loanee of the Bank. If I resign/retire/or any other cause, I agree for the deduction of the dues from my salary/bonus/gratuity or any other sums payable to me. This authorisation is Irrevocable without the consent of Repatriates Co-operative Finance & Development Bank Ltd.

Signature of Applicant

Particulars of Co-obligent

- |                                                 |   |                   |
|-------------------------------------------------|---|-------------------|
| 1. Name                                         | : |                   |
| 2. Father/Husband's Name                        | : |                   |
| 3. Age                                          | : |                   |
| 4. Occupation                                   | : |                   |
| 5. Name and Address of office presently working | : |                   |
| 6. Residential Address                          | : | Present Permanent |

As I am willing to be a co-obligent to the Bank for any financial facilities to be granted as a result of this application by ..... I have supplied the above information which is true and correct to the best of my knowledge and belief.

Signature of Co-obligant

All the information furnished by me are true and correct.

Signature of Applicant

## Form No. II

## Recommendation of the Employer :

To

The Managing Director,  
Repatriates Co-operative finance & Dev. Bank. Ltd.,  
Chennai - 600 017.

Sir,

I We certify having verified the salary earning and salary deductions of the applicant Shri/Smt ..... S/o/W/o ..... and Surety Shri/Smt ..... S/o/W/o ..... who are permanent employees of our Office We certify that the purpose of loan applied for by the applicant is genuine and that we hereby agree as per the authorisation of applicant dated ..... to deduct from his/her salary so long as he/she is in our service every month his/her dues to your Bank as per the demand from the Bank and remit the same to you within Seven days from the date of recovery. If he/she resigns/retires or any other cause, we agree to deduct the dues from his/her salary, bonus gratuity or any other sums due to him/her. We Certify that there are no other deductions other than those mentioned as per records maintained in our office.

Date :

Yours faithfully,

Employer's Signature  
with Office Seal

## FOR USE AT SANCTIONING OFFICE

1. Name of Applicant.....
2. Amount of Salary loan eligible as per salary scheme (3 times gross salary) Rs.
3. COMPUTATION OF SALARY CUT-BACK
  - a. Gross Salary (A) Rs.
  - b. Less Deductions
    - a. As per salary certificate Rs.
    - b. Present salary loan deductions Rs.
  - c. Total Deduction (B) Rs.
4. Net Salary (A-B) Rs.

Total Cut Back from salary on account of the above loan is Rs..... and this amount does not exceed/exceeds 40% of the total salary of the employee.

5. Remarks

6. Sanction Order

The applicant is sanctioned with the following credit facility.

Amount	Rate of interest	Monthly Deduction Pri + Int.	No. of Instalments	Name of Co-obligant

Additional Terms & Conditions (if any)

Date:

JA/SA

AM

Manager

ANNEXURE-86  
CASH CREDIT

RCB-105

LETTER OF CONTINUITY

To  
The Branch Manager,  
Repatriates Cooperative Finance  
and Development Bank Ltd.,  
\_\_\_\_\_ Branch.

Dated:

Sir,

I \_\_\_\_\_, S/o \_\_\_\_\_  
residing at \_\_\_\_\_  
member of your Bank vide \_\_\_\_\_ give this letter of  
Continuity in continuation of Demand Promissory Note executed by me.

I am to remain liable on the Demand Promissory Note  
executed by me today notwithstanding the fact that by payments  
made into the overdraft/cash credit account from time to time be  
reduced or extinguished or even that the balance of the said  
account may be at the credit.

I declare that my liability is to operate continuously  
for the balance from time to time, interest, penal interest,  
penalty, fees, charges due to the Bank and also for the ultimate  
balance to become due on the said account and the said account is  
not to be considered to be closed and the Demand Promissory Note is  
not to be considered exhausted by reason of the said overdraft  
account/cash credit being brought to credit at any time or from  
time to time or of its being drawn upto the full extent of the said  
sum is afterwards reopened by a payment of credit.

Yours faithfully,

(BORROWER).

**APPLICATION FOR LOAN ON DEPOSIT**

	Loan No.
From	To The Manager The Repatriates Co-op. Finance & Dev. Bank Ltd., .....Branch

Sir,

I We request you to grant me / us financial assistance for .....

(state purpose) by way of loan of Rs ..... (Rupees..... Only)

at the rate of .....% per annum compounded quarterly or at such rates including overdue rate/s which may be stipulated by the Bank from time to time.

As Security for the repayment of outstanding balance of the loan including interest, costs, charges, etc., I/We hereby create lien in your favour on the following deposits held in my / our names. The relative receipt/s duly discharged is / are enclosed.

I am / We are also personally liable for any ultimate balance due in the account from time to time

Type of A/c	Deposit /certificate No.	Date of Deposit	Date of Maturity	Amount of Deposit

I/We hereby declare that the said deposits have not been encumbered / assigned or pledged and are free from all encumbrances other than the one hereby created. I / We will abide by the Bank's rules in force from time to time.

Place :

Yours faithfully

Date :

Borrower/s

FOR BANK USE ONLY		
Total amount of Deposit/s as on date	Rs .....	Sanctioned Loan of Rs ..... on Deposit of Rs .....
Loan on Deposit limit applied for	Rs .....	
The Loan on Deposit limit applied for does not exceed 85% of the total amount of deposit/s.		
Signature of the Depositor/s verified & Lien recorded.		
A/c No. :		
Date :	SA/AM                      Manager	Manager

Place :

Dated :

ON DEMAND, I / We ..... Son of  
..... Membership No .....  
doing business/residing at No .....

promise to pay **THE REPATRIATES CO-OPERATIVE FINANCE AND DEVELOPMENT BANK LIMITED**, having its Office at 33, North Usman Road, T.Nagar, Chennai-17. or order the sum of Rs ..... (Rupees ..... Only)

for value received with interest there on at ..... percent per annum or at such other rate/rates as may be fixed from time to time.

Rs... ..

Borrower.

Witnesses :

1.

2.

Before me.

ANEXXURE-88  
LIEN LETTER

RCB - 172

From	To. The Manager <b>THE REPATRIATES CO-OPERATIVE FINANCE AND DEVELOPMENT BANK LIMITED.</b> ..... Branch
------	-------------------------------------------------------------------------------------------------------------------------

Sir,

Dated:

Sub: Loan A/c No.....sanctioned to

..... \*\*

\* I /We hereby offer my/our Daily Deposit/Recurring Deposit/Fixed Deposit/Non-operative Savings Bank Account No..... as security for the above loan and undertake to contribute Rs..... per day/Week/Month in the said deposit account.

\* I/We enclose herewith .....deposit card/Receipt No..... for Rs..... due on..... duly discharged by me/us as security to the above loan.

The Bank is at liberty to adjust the proceeds/or renewal proceed of above deposit account towards the above liability at any time, without any reference to me/us. I/We agree that the amount under the above deposit and renewals thereof shall remain with the Bank so long as any amount on any account is due to the Bank from ..... \*\* singly or jointly with others. I/We agree that it shall open for the Bank to exercise Banker's general lien on my/our moneys at any time and without reference to me/us.

Yours faithfully,

Signature of Depositor/s.

\*\* Mention the name of the party to whom the credit facility is granted.

\* Strike out the paragraph which is not applicable.

N.B:

1. Separate form to be obtained for difference types' of deposit (i.e., only one deposit amount is to be covered under this letter)
2. Blank spaces wherever necessary should be filled up properly before the executant signs. Unfilled spaces should be properly rules out.

ANNEXURE - 90

REPCO EQUITY ADVANCE

RCB-200

THE REPATRIATES COOPERATIVE FINANCE & DEVELOPMENT BANK LTD.,  
(Govt. of India Enterprise)

REPCO EQUITY ADVANCE SCHEME

-----  
Application for Individuals  
-----

I/We hereby apply for a new/renewal/enhancement of Term Loan/  
Overdraft Limit facility against the pledge of marketable  
securities upto maximum amount of Rs. \_\_\_\_\_ for a period  
of \_\_\_\_\_ months, in the name of:

Name of applicant : Mr/Ms. \_\_\_\_\_  
Date of Birth : \_\_/\_\_/\_\_ Age: \_\_\_\_\_  
Father's/Husband's Name \_\_\_\_\_  
Residential Address : \_\_\_\_\_

-----  
City \_\_\_\_\_ PIN \_\_\_\_\_ Tel No. \_\_\_\_\_

Occupation/Profession: Salaried Business Others

Purpose of borrowing : \_\_\_\_\_

Nature of business/profession: \_\_\_\_\_

Current employer's name : \_\_\_\_\_

Employer's/Firm's Address : \_\_\_\_\_

-----  
City \_\_\_\_\_ PIN \_\_\_\_\_ Tel No. \_\_\_\_\_

Duration of current employment/business : \_\_\_\_\_

Income (per annum): Self: Rs. \_\_\_\_\_ (Evidence to be produced)

Spouse: Rs. \_\_\_\_\_ (Evidence to be produced)

Total: Rs. \_\_\_\_\_

Securities to be offered:

Sl. No.	Name of the Company	Nos.	Name of the owner	Cert. No.	Reg. Folio No.
1.					
2.					
3.					
4.					

Co-applicant (if any)

Name of the Co-applicant : Mr/Ms. \_\_\_\_\_

Date of Birth : \_\_/\_\_/\_\_ Age: \_\_\_\_\_

Father/Husband's Name : \_\_\_\_\_

Occupation : Salaried Business Others

Relationship with the applicant : \_\_\_\_\_

Residential Address : \_\_\_\_\_

City \_\_\_\_\_ PIN \_\_\_\_\_ Tel No. \_\_\_\_\_

Third Party Pledger(s) Guarantor(s) details (if any)

Name of Co-applicant : Mr/Ms. \_\_\_\_\_

Date of Birth : \_\_/\_\_/\_\_ Age: \_\_\_\_\_

Occupation : Salaried Business Others

Relationship with Borrower : \_\_\_\_\_

Address : \_\_\_\_\_

City \_\_\_\_\_ PIN \_\_\_\_\_ Tel. No. \_\_\_\_\_



DECLARATION BY ALL APPLICANTS PLEDGER, GUARANTOR

1. I/We declare that I/We am/are resident Indian(s).
2. I/We declare that the funds will be used for the stated purpose only and will not be used for any speculative and/or anti-social purposes and that the bank has the right to recall the funds if this is not so.
3. I/We declare that the securities to be pledged are held by me/guarantor(s) in my/our capacity as a trustee or a guardian of another person.
4. I/We authorise you to debit my/our account for any commission, interest and any other charges levied by you.
5. I/We understand that the sanction and term of the facility is at the sole discretion of the Bank and I/We undertake to execute the necessary security documentation as per bank's requirements from time to time.
6. I/We have read and understood the terms and conditions of the Bank and I/We accept and agree to be bound by the said terms and conditions including those excluding/limiting my/our liability.
7. I/We confirm that the shares being pledged are not from Director(s)/Promoter(s) quota.
8. I/We confirm that all applicants (including the co-applicants) are major.
9. I/We further declare that neither the borrower(s) nor the third party pledger(s) is/are an H.U.F. entity and the securities are not owned as H.U.F. property.
10. I/We acknowledge and agree that the Bank may disclose from time to time information related to my/our Account(s) to other offices and branches of the Bank and to the Bank's subsidiaries and affiliates. I/We further consent to the disclosure of information by the Bank or any such subsidiary or affiliate of the Bank (1) at the request of any governmental, regulatory or other similar agency or authority having jurisdiction over the Bank or such subsidiary or affiliate, (2) pursuant to subpoena or other court process or to the extent required in connection with any litigation between such bank subsidiary or affiliate and myself/ourselves, provided that such disclosure is subject to an appropriate protective order if such protective order is available and (3) when otherwise required to do so in accordance with applicable law.

- 11. I/We declare, that in the event of default of any/all or particular instalments/s committed by me/us, the Bank at its discretion to get the shares transferred to its name or any one coming forward to purchase them with or without my/our knowledge and realise its dues. Necessary transfer forms have been signed and given by me/us for the purpose.
- 12. I/We declare that we have read the regulations of the scheme and accept the existing rules and regulation of the Bank and any modifications, amendments thereon.

By signing below, I/We certify that the statements given above and on any attachment(s) are true and complete as of date given below. I/We authorise the Bank to verify or check any of the information given, check my/our credit references, verify employment details and obtain credit reports (including those of my/our spouse(s)).

Name -----	Signature -----	Date -----
Name -----	Signature -----	Date -----
Name -----	Signature -----	Date -----

(Note: Please ensure that all the applicants, including co-applicants, pledger, guarantor have signed above)

Manager.

**Appraisal:** (For Bank's use only)

- 1. About applicant :
- 2. Repaying capacity:
- 3. Following Securities can be taken

Company	Name of the holder	Cert. No.	Nos. Last 3 mths. rate	60% of Agr. x Nos.

- a.
- b.
- c.
- d.

TOTAL

..5/-

4. Loan may be sanctioned as follows:

DL/OD	Amount	Period Due date	Interest	Period/Due date	Rate of interest

Managing Director.

REPCO EQUITY ADVANCE

1

RCB 114

Place :

Dated :

ON DEMAND, I..... Son of  
..... Member Ship No.....  
doing business at No.....

..... Promise to pay the REPATRIATES  
CO-OPERATIVE FINANCE AND DEVELOPMENT BANK LIMITED, having its office at  
No: 33, North Usman Road, T.Nagar, CHENNAI - 600 017. or order the Sum of Rs.....  
(Rupees ..... Only)

for value received with interest thereon at ..... per annum or at such other rate/rates  
as may be fixed from time to time.

Rs...../-

BORROWER.

Witnesses :

1.

2.

Before Me.

ANEXXURE-92  
REPCO EQUITY ADVANCE

3

**BOND**

BOND Jointly executed on the ..... day of ..... 199 , by  
(1) Shri ..... Membership No..... Son of  
..... doing business at No.....

.....  
residing at No.....

.....  
and (2) Shri..... Membership No.....  
Son of ..... residing at No.....

.....  
in favour of the Repatriates Co-operative Finance and Development Bank Limited, No. 33, North Usman  
Road, T.Nagar, CHENNAI - 600 017 herein after referred to as the Bank.

2) At the desire of Nos. 1 & 2 No.1 has been granted by the Bank a loan of Rs.....  
(Rupees..... only)  
for working capital for the business at No.....

.....  
3) We promise to repay this amount with interest at ..... per annum in .....  
equal monthly instalments. Should we fail to pay any instalment of the loan or interest, as the same falls  
due, we bind ourselves to pay penal interest @ 2% extra on all such overdue instalments or interest from  
the date of default to the date of payment. Should we fail to pay the normal interest due as at the end of the  
quarter as per Condition No.5 (iv) of the letter of sanction of loan, we bind ourselves to pay penalty on such  
overdue interest at rates prescribed from time to time by the Bank from the date of default to the date of  
payment. We further, agree that for default of payment of an instalment, the bank may foreclose the loan  
account and proceed to recover the amount legally with interest at ..... per  
annum thus due from the date of closing the loan account to the date of recovery of the amount; either  
from all or any of us, and/or the properties belonging to us.

4) We agree to abide by the byelaws of the Bank and regulations now inforce and those that may be  
enacted hereafter from time to time.

1.

2.

Signatures

Witnesses:

1.

2.

Before me.

ANNEXURE-93

REPCO EQUITY ADVANCE

RCB-192

Notice to limited companies by the shareholder/s  
who has/have pledged the share/s

From

To

-----  
Dear Sir/s,

Sub: Request to mark Banker's lien in  
the Share/s.

\*\*\*\*\*

I/We request you to note the lien which the Repatriates  
Cooperative Finance & Development Bank Ltd., (REPCO Bank), No.33,  
North Usman Road, T. Nagar, Chennai - 600 017 as on my/our shares  
numbered

Folio No.

Certificate No.

No. of Shares

-----  
-----  
-----  
standing in my/our name/s in the books of your Company.

Please be good enough to furnish to REPCO Bank with such  
particulars about my/our indebtedness direct or indirect, if any to  
your Company/Bank as may be called for by them.

..2/-

Further I/We request you to pay until further instructions all dividends/rights/bonus now due or which may from time to time become due on my/our shares numbered above standing in my/our name/s which I/we may hereafter hold in your Company to REPCO Bank whose receipt shall be your full and sufficient discharge.

Reports and Balance Sheets may be forwarded to me/us direct. Please acknowledge receipt of these instructions to REPCO Bank by returning the enclosed duplicate duly signed by you.

Place:

Yours faithfully,

Date :

Share holder/s.







**LETTER OF GUARANTEE**

To

The Repatriates Coop. Finance &  
Development Bank Limited,  
Madras - 17.

Place :

Date :

Dear Sirs,

In consideration of your having at my request and upon the terms that I give this guarantee, sanctioned, in principle, a loan of Rs. (herein after referred to as 'the Loan')  
Shri/Smt .....

..... (herein after referred to as the 'Borrower/s' which expression shall unless the context otherwise requires include his/their heirs, executors, administrators and permitted assigns) broadly on the terms and conditions stated in the Offer Letter duly accepted by the Borrower/s, AND WHEREAS pursuant to the said Offer Letter you have agreed to enter into a Loan Agreement as per the draft thereof herewith annexed which I have perused and the terms and conditions whereof are known to me, AND IN CONSIDERATION of your having at the request of the Borrower/s and my request and upon the terms and stipulations that I give this guarantee to you agree to disburse lend and advance to the Borrower/s the Loan.

- (1) I DO HEREBY GUARANTEE that the Borrower/s, jointly and severally, will duly and punctually observe and perform each and every one of the obligations, to pay money, whether for or towards principal, interest, additional interest, commitment charge, extra charges on arrears, service charges, redemption premium, costs or otherwise howsoever on their part contained in the said Loan Agreement and also in any instrument or instruments that may hereafter be executed by him/them in your favour modifying the terms of the said Loan Agreement AND I DO HEREBY AGREE AND UNDERTAKE THAT in the event of the default on his/their part or on the part of any one of them in making payments in discharge of any of such obligations, I shall forthwith upon your notifying such default to me, such notification to be conclusive and binding on me as to such default, make payment to you not only of the instalments due in respect of the defaulted instalments but also in the event of your having accelerated the payment of the balance of the Loan, make payment to you of the entire Loan without demur or protest myself notwithstanding any protestations from the Borrower/s and I shall without prejudice to all your other rights indemnify you and keep you indemnified against all loss of principal, interest or other monies due to you in respect of the Loan under the said Loan Agreement and/or any instrument or instruments that may hereafter be executed by the borrower/s in your favour and all costs, charges and expenses whatsoever which you may incur by reason of any such default on the part of the Borrower/s.
- (2) I hereby accord my consent to the terms of the said Loan Agreement and/or any instrument or instruments that may hereafter be executed by the Borrower/s in

your favour as aforesaid, being by mutual consent between you and him/them in any respect varied or modified without requiring my consent or approval thereto and I agree that my liability under this Guarantee shall in no manner be affected by such variations and modifications and I expressly give up all my rights as surety under the provisions of the Indian Contract Act, 1872 in that behalf.

- (3) You shall have the fullest liberty without in any way affecting this Guarantee and discharging me from my liability there under to postpone for any time or from time to time the exercise of any power or powers reserved to or conferred on you by the said Loan Agreement or any instrument or instruments that may hereafter be executed by the Borrower/s in your favour and to exercise the same at any time and in any manner and either to enforce or forbear to enforce payment of principal or interest or other monies due to you by the Borrower/s or any of the remedies or securities available to you or to grant any indulgence or facility to the Borrower/s AND I SHALL not be released by any exercise by you of your liberty with reference to the matters aforesaid or any of them or by reason of time being given to the Borrower/s or of any other forbearance, act or omission on your part or any other indulgence by you to the Borrower/s or by any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing me AND I hereby waive all suretyship and other rights which I might otherwise be entitled to enforce or which but for this provision have the effect of releasing me.
- (4) This Guarantee shall be enforceable against me notwithstanding that the securities (if any) that may be comprised in any instrument or instruments that may be executed by the Borrower/s or any other person/s in your favour shall be at the time when proceedings are taken against me here under be outstanding, or unrealised.
- (5) In order to give effect to this Guarantee you shall be entitled to act as if I was the principal debtor to you for all payments guaranteed by me as aforesaid.
- (6) Without prejudice to what is stated in any other clause herein and without in any way whatsoever limiting or restricting the scope and the operation of the Guarantee herein contained or the liability therefrom arising and keeping this Guarantee and all the obligations and liabilities there under in full force and effect, I, in particular agree, assure and undertake that the Borrower/s shall in terms of the said Loan Agreement and/or any other instruments or documents executed hereafter pay you every month during the period of Loan the amount of Rs. (Rupees..... only) (or any other amount as the case may be) being the Equated Monthly Instalment failing which, I shall make good the default by full payment of the Equated Month Instalment within seven days of the due date without any notice of the default having been received from you. I undertake the obligation to verify whether Borrower/s has/have paid the Equated Monthly Instalment and in default pay it myself without being called upon to do so, notwithstanding anything to the contrary herin contained, without conferring any legal obligation in you to give

- any notice and in the event of any notice of demand being issued by you to me (which shall be final, binding and conclusive on the Borrower/s and me) I shall forthwith, without any demur, protest or objection and notwithstanding any protestations from the Borrower/s, pay their amount mentioned therein, without your being required to obtain any consent or confirmation from the Borrower/s.
- (7) This Guarantee is a continuing one and shall be binding on me, my heirs, administrators, assigns and successors for all amount of principal of the Loan that may be advanced by you to the Borrower/s under the said Loan Agreement and/or any instrument or instruments that may hereafter be executed by him/them in your favour or with you as also for all interest, additional interest, commitment charges, extra charges or arrears, service charges, costs and other moneys which may from time to time become due and remain unpaid to you by to Borrower/s there under and shall remain inforce until all such money shall be paid off in full with interest, costs and other moneys.
- (8) The benefit of this Guarantee shall ensure for the benefit of you successors and assigns and shall be irrevocable until the discharge by me of all my obligations thereunder.
- (9) This Guarantee shall not be affected nor shall this Guarantee be in anywise prejudiced by your absorption or by your amalgamation with any company, corporation or concern but shall be available for an to the absorbing or amalgmated company, corporation or concern.
- (10) I assure you that I am under no disability or restriction to give you this Guarantee and to undertake to you the repayment and pecuniary obligations of the Borrower/s as set out in the said Loan Agreement.
- (11) I agree and acknowledge that this Guarantee shall ipsofacto come into force and become valid and binding on me immediately upon the Loan Agreement being executed between the Borrower/s and you without requiring any further consent or confirmation from me.
- (12) You shall have the fullest liberty without in any way affecting this Guarantee and discharging me from my liability there under to increase or decrease the loan and/or vary the rate of interest and/or repayment terms thereof and/or permit the borrower/s to transfer the Loan from one property to another without any reference or needing prior consent from me.
- (13) I further assure you that I have not applied for a loan to RCFD Bank nor am I a borrower of RCFD Bank nor have I given any guarantee to RCFD Bank in respect of any person/s other than the Borrower/s and I UNDERTAKE not to apply for the loan to RCFD Bank or obtain loan from RCFD Bank or give guarantee to RCFD Bank in respect of any person/s other than the Borrower/s until this guarantee has been cancelled by you.

Signature of the Guarantor : .....

Name of the Guarantor : .....

Age of the Guarantor : .....

Office Address : .....

.....

.....

.....

Telephone No. (Office) : .....

Designation : .....

Residential Address : .....

.....

.....

.....

Telephone No. (Residence) : .....

**Verification of the Guarantor's Signature**

Signature of the person verifying : .....

Name of the Person verifying : .....

Designation/Profession : .....

Address : .....

.....

.....

.....

Rubber Stamp/Office Seal : .....

**ANNEXURE-96**

**REPCO EQUITY ADVANCE**

RCB-201

To

The Manager,  
REPCO Bank,  
(Govt. of India Enterprise),  
33, North Usman Road,  
T. Nagar,  
Chennai - 17.

Dear Sir,

Signature verification of Mr/Ms \_\_\_\_\_

This is to state that Mr/Ms \_\_\_\_\_  
residing at \_\_\_\_\_

\_\_\_\_\_ is an account holder with us for more than one year. His/Her  
Account No. is \_\_\_\_\_

His/Her Signature is attested below.

Attestation

Signature and Seal of Banker

Signature of the  
Individual.

**ANNEXURE - 97**  
**BANK GUARANTEE**

**Form of Guarantee Bond in Favour of Government Department**

**GUARANTEE BOND**

In consideration of the President of India (hereinafter called "The Government") having agreed to exempt ..... Contractor(s)" from the demand, under the terms and conditions of an Agreement dated ..... made between ..... and ..... for ..... (hereinafter called "the said Agreement"), of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs. .... (Rupees ..... only), we The Repatriates Cooperative Finance & Development Bank Limited (hereinafter referred to as "the Bank") do hereby undertake to pay to the Government an amount not exceeding Rs. .... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. The Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

3. The Bank further agree that the guarantee therein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been

fully paid and its claims satisfied or discharged or till .....  
(Office/Department), Ministry of ..... certifies that  
the terms and conditions of the said Agreement have been fully  
and properly carried out by the said Contractor(s) and  
accordingly discharges the guarantee. Unless a demand or claim  
under this guarantee is made on us in writing on or before .....  
-..... we shall be discharged from all liability under this  
guarantee thereafter.

4. The Bank further agree with the Government that the  
Government shall have the fullest liberty without our consent and  
without affecting in any manner our obligations hereunder to vary  
any of the terms and conditions of the said Agreement or to  
extend time of performance by the said Contractor(s) from time to  
time or to postpone for any time or from time to time any of the  
powers exercisable by the Government against the said  
Contractor(s) and to forbear or enforce any of the terms and  
conditions relating to the said Agreement and we shall not be  
relieved from our liability by reason of any such variation, or  
extension being granted to the said Contractor(s) or for any  
forbearance, act or omission on the part of the Government or any  
indulgence by the Government to said Contractor(s) or by any such  
matter or thing whatsoever which under the law relating to  
sureties would put for this provision have effect of so relieving  
us.

5. The Bank lastly undertake not to revoke this guarantee  
during its currency except with the previous consent of the  
Government in writing.

Dated the ..... day of ..... 19 .

**Signature.**



**ANNEXURE - 98**  
**BANK GUARANTEE**

ISSUE OF BANK GUARANTEE DURING THE MONTH OF \_\_\_\_\_ '99

S.No.	Name & Address of the Applicant	Name & Address of the person in whose favour the guarantee issued	Purpose	Amount of deposit
(1)	(2)	(3)	(4)	(5)

Date of Deposit	Date of issue of B.G.	Period of Guarantee	Guarantee Commission received	Date of Maturity of B.G.
(6)	(7)	(8)	(9)	(10)

Date of settlement	Remarks
(11)	(12)

The branch should also maintain a separate register with the above columns for review purpose.

\*\* \*\* \*

ANNEXURE - 99  
CHEQUE/BILL DISCOUNTING

APPLICATION-CUM-ACKNOWLEDGEMENT

R.C.F. & D. BANK LTD.,  
(GOVT. OF INDIA ENTERPRISE)

THE REPATRIATES COOPERATIVE FINANCE & DEVELOPMENT BANK LTD,  
(Government of India Enterprise)

Head Office: Chennai - 600 017.  
Branch \_\_\_\_\_

(HEAD OFFICE: CHENNAI) Branch \_\_\_\_\_ Date \_\_\_\_\_  
Please discount/receive for collection the cheques stated

Received the cheque/s as per details given overleaf,  
aggregating to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to be  
discounted/for collection for credit of S.B. Account  
No. \_\_\_\_\_ of \_\_\_\_\_

overleaf in all Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Please have the same  
collected through \_\_\_\_\_ entirely at my/our risk  
and responsibility in all respects. I/We hereby waive  
notice of dishonour/or non-payment in respect of the same.  
In case the cheques are not realised, the Bank will be  
entitled to collect interest at the rate of \_\_\_\_\_ % p.a.  
from this date till the date of payment. The bank will  
not be held responsible in case the instrument/s is/are  
lost in transit, destroyed or delayed on account of  
sudden accident or on any account.

Date: \_\_\_\_\_ Asst/Authorised Signatory.

Name of Account holder \_\_\_\_\_ Signature of Account  
& Account No. \_\_\_\_\_ holder.

For BANK USE only Amount credited to the above A/c.  
Rs. \_\_\_\_\_ Rupees (in words) \_\_\_\_\_

Commission/Discount charges Rs. \_\_\_\_\_  
collected.

Date: \_\_\_\_\_ Folio Entered \_\_\_\_\_ Checked \_\_\_\_\_ Authorised Signatory.

TO BE TREATED AS CREDIT SLIP WHEN INSTRUMENT/S ARE  
DISCOUNTED.

S.No.	Cheque No. & Date	Drawee	Place	Amount of cheque Rs. P.	Cheque No. & Date	Amount Rs. P.	For Bank Use only Commission
1.							
2.							
3.							
4.							
5.							
6.							
				Total			

Sender's Signature \_\_\_\_\_ Checked by \_\_\_\_\_



**ANNEXURE - 101**

Showing the details of cheques discounted but not realised within 10 days from the date of discount  
(overdue discounted cheques) as at the end of \_\_\_\_\_ (YEAR)  
\_\_\_\_\_ (month)

Drawer	Drawee	Particulars	Liability (Rs.) Debit	Credit	Balance overdue (Rs.)	Date of deposit of cheque for collection	Reasons for the delay in realisation of cheque.	Securities available	Action taken
--------	--------	-------------	--------------------------	--------	-----------------------------	---------------------------------------------------	-------------------------------------------------------------	-------------------------	-----------------

**APPLICATION FOR LOAN ON NATIONAL SAVINGS CERTIFICATE/L.I.C. POLICY**

Loan No. \_\_\_\_\_

From \_\_\_\_\_

To

Manager,  
REPCO BANK,

..... Branch.

Sir,

I/We request you to grant me/us financial assistance for.....(State purpose) by way of loan / overdraft upto a limit of Rs.....(Rupees .....only) at the rate of .....% as interest per annum payable quarterly or at such rates including overdue rate/s which are stipulated by the Bank from time to time.

As security for the repayment of outstanding balance of the loan including interest, costs, charges, etc., I/We hereby create lien in your favour of the following NSCs/ LIC policies KVP held in my/our names. The relative securities are enclosed. The Bank is at liberty to adjust the proceeds of securities towards the above liability at any time, without any reference to me.

I/We am/are also personally liable for any ultimate balance due in the account from time to time.

Sl. No.	Name of Holder (1)	NSC No. (2)	Date of Issue (3)	Fare Value (4)	Maturity Date (5)	Maturity Value (6)	Margin % (7)

Details of LIC policies are given in the Annexure.

I further agree to bring down the account to credit balance before Stipulated term. Also I agree to operate the said overdraft account briskly for the purpose of which it is sanctioned. I/We hereby declare that the said securities have not been encumbered/ assigned or pledged and are free from all encumbrances other than the one hereby created. I/We will abide by the Bank's rules in force from time to time.

Yours faithfully,

Place :

Date :

Applicant/s

## AGREEMENT

THIS AGREEMENT entered into this the ..... day of ..... 19 ... between .....hereinafter called the borrower/s which expression shall include where the context admits the firms in which he is a partner, his/they are partners, their heirs, representatives, executors, administrators and assigns of the FIRST PART and.....

.....hereinafter termed the Surety/Sureties which expressions shall include where the context admits the firms in which he is a partner, his/they are partners, their heirs, representatives, executors, administrators and assigns of the SECOND PART and Repatriates Co-operative Finance and Development Bank Limited, a Bank constituted and functioning under the Multi State Co-operative Societies Act, 1984, with their Head office situate at 112, Thyagaraya Road, T.Nagar, Madras - 600 017, represented by Sri ..... Aast. Development Manager of their ..... Branch, hereinafter termed the BANK which expression shall be deemed to include their Branches, Attorneys, successors and Assigns, and all persons deriving title from them of the THIRD PART.

Whereas the Borrower has/Borrowers have availed himself/hemselves of financial accommodation from the Bank on Loans/Overdrafts/Cash Credits/Bills to the extent of Rs.....(Rupees .....only) and whereas as collateral security for repayment of the said indebtedness the Surety/ies has/have/Borrower/s has/have assigned in the name of the Bank the Policy/ies of Assurance described in the schedule annexed hereto. NOW THIS AGREEMENT WITNESSETH

THE BORROWER/BORROWERS AND SURETY/SURETIES HEREBY COVENANT/S/COVENANT WITH THE BANK AS FOLLOWS:

1. That THE BORROWER/S SURETY/IES is/are entitled absolutely in the Policy/ies of Assurance and that said Policy/ies is/are valid and that nothing shall be done or suffered whereby the Bank or any person claiming through them may be prevented from receiving the moneys payable thereunder or any part thereof.

2. That THE BORROWER/S SURETY/IES will during the continuance of borrower's/their indebtedness of any kind to the Bank pay all the premia and all other moneys which may become payable on the Policy/policies assigned in favour of the Bank as aforesaid, as and when the same shall fall due and all will forthwith deliver the receipt/s for every such premium to the Bank atleast fourteen days before the expiration of the days of grace allowed to the payment of the same and will observe all conditions necessary for keeping the same on foot.

3. THAT IN CASE OF DEFAULT BY THE BORROWER/S/SURETY/IES of Bank or any person claiming under them may in their absolute discretion pay the said premium or any of them and the money so paid shall be repaid on demand by the BORROWER/S/SURETY/IES with interest thereon at the rate or rates applicable to the credit facility from time to time, it shall however, be purely optional to the Bank to pay any such premia in payment of which the Borrower/s/Surety/ies may commit default and the Bank shall be at liberty not to make the payment of premium at any time it deems fit without having to assign any reason and without any notice of this fact to the Borrower/s Surety/ies on payment by the Bank will surely not saddle any liability on the Bank in favour of the Borrower/s Surety/ies but payment thereof, if it chooses to make will certainly create a right enforceable by the Bank against the Borrower/s/surety/ies for recovery of such amount on demand together with interest as aforesaid.

4. AND THE BANK DOTH HEREBY COVENANT WITH the Borrower/s/Surety/ies that if the Borrower/Borrowers shall on demand pay the Bank the said sum of Rs.....(Rupees.....) with interest thereon in the meantime at the rate current for the time being in the Bank and all the sum of money due by the Borrower/Borrowers as aforesaid, then and in such case the Bank at the request and cost of the Borrower/s Surety/ies shall reassign the said Policy/Policies to the Borrower/s/Surety/ies or as he/they shall direct, subject however, to the proviso contained hereinafter.

5. PROVIDED HOWEVER THAT THE Borrower/s/Surety/ies shall have no right to claim that the Policy/Policies of Assurances be reassigned except upon full payment of all and every sum and sums of money in which the Borrower/s/Surety/ies now or shall at any time hereafter be or become in any way indebted to the Bank whether for moneys paid or advanced by the Bank to and for the use of, or on behalf of or at the request of, the Borrower/s/Surety/ies either solely or jointly with any other persons or persons and in partnership or otherwise and on any account whatsoever including interest, commission, law and other costs and all other usual banking charges as per the rules of business of the Bank.

6. And is hereby agreed that it shall always be lawful and open to the Bank at any time or times hereinafter on their own absolute authority and discretion without the consent or concurrence the Borrower/s/Surety/ies and notwithstanding that no formal demand may have been made for payment of moneys due by the Borrower/s/Surety/ies to the Bank to sell and/or surrender the Policy/Policies to the Life Insurance Corporation of India, Divisional Office/Unit office or convert it/them into paid up Policy/Policies or absolutely to sell or otherwise in any way deal with or dispose off the same to any other person or persons whomsoever and in any manner as deemed best by them.

7. Provided, however, that it shall be lawful and always open to the Bank to purchase the Policy/Policies for the price of value to be fixed by the Directors in their sole discretion or in case the Policy/Policies is/are sold by auction, the Bank shall be at liberty to bid and purchase the same at such auction.

8. Provided that agreement shall not prejudice or affect any collateral or other security now or hereafter held by the Bank or any lien or charges to which the Bank may be otherwise entitled or the liability of any persons not parties hereto for any of the liabilities of the Borrower/s/Surety/ies.

9. And notwithstanding anything here before contained, the Bank shall have full power and their discretion to give them for payment to any such persons or persons without prejudice to the liabilities of the Borrower/s/Surety/ies.

10. It is further agreed that in case of the Borrower/s/Surety/ies' death before obtaining a reassignment of the Policy/Policies or before receiving any balance that may be left out of the Policy/Policies amounts received by the Bank the Policy/Policies may be reassigned or the balance amount may be paid to the legal representative/s of the deceased.

11. "And it is hereby further agreed that in the event of the maturity of the Policy/Policies either by the death of the assured/s or in any other manner during the continuance of these presents or any renewals hereof the net amount realised under the Policy/Policies after deducting therefrom all charges of the Bank including the commission at 1% for collection of the amount receivable under the aforesaid Policy/Policies with a minimum of Rs.10/- and maximum of Rs.50/- per policy and after adjusting all the dues to the Bank under all and every heading shall be paid to the Borrower/s/Surety/ies or his/their nominee/s and the receipt/s of any of them or the Survivor/s among them shall be complete discharge to the Borrower/s, his/Surety/ies, their heirs representatives, executors, administrators and their representatives estates".

12. It is also further hereby agreed that besides this agreement all "Rules of Business" of the Bank as were hitherto or are now in force and all the said rules and any additional or altered rules and regulations which may at any time hereafter be made or brought into force shall be fully and completely binding upon the Borrower/s and Surety/ies.

S.No.	L.I.C. Divisional Office/ unit Office.	Policy Nos.	Sum Assured	Assured Name
-------	-------------------------------------------	----------------	----------------	-----------------

In witness whereof the Borrower/s and the Surety/ies and the ADM/DM of the Bank at ..... Branch have HEREUNTO SET their HANDS THE DAY AND YEAR FIRST above written.

for REPATRIATES BANK.

Signature/s of the  
Borrower/s.

Signature of the  
Surety/ies

ADM/DM

IN THE PRESENCE OF

1. Signature

Name in full

Designation and  
Occupation

Address in full

2. Signature

Name in full

Designation and  
Occupation



**ANNEXURE - 104**  
**OVERDRAFT LOAN**

Department of Posts, India

(Application for Transfer of National Savings Certificates as  
Security)  
(Vide Rule of 19 of PO SB Rules)  
-----

(Serial No. and Date of Original Application for  
Purchase of National Savings Certificates.)

To

The Postmaster,

Sir,

I/We \_\_\_\_\_ (name in Block Capitals) as are required to deposit an amount of Rs. \_\_\_\_\_ security with \_\_\_\_\_ official designation of the Gazetted Officers of the Government or name of the Reserve Bank of India or a schedule Bank, a Cooperative Bank, a registered Cooperation Society, a Corporation, a Government Company or Local Authority. I/We therefore, request you to transfer the undermentioned National Savings Certificates. Declaration or Duplicate Certificate(s) issued in lieu of lost Certificates of which I/We am/are the holder in favour of \_\_\_\_\_ official designation of the officer or name of the Bank etc., to whom the certificates are being pledged as Security.

I/We agree the certificate(s) shall be encashable by the pledges when the security has been forfeited.

Particulars of certificates/Declaration or Duplicate Certificates in lieu of lost certificates.

...2/-

Serial No. of Certificate(s)	Date	Name of Office of issue.	Denomination
------------------------------	------	--------------------------	--------------

Total No. of Certificates or Declarations/Duplicate Certificate

Yours faithfully,

Signature of Transferer(s)  
in Certificate.

Address:

Signature and Designation of  
Transferee (Pledger) with  
Office Seal.

ANEXXURE - 105

OVER DRAFT LOAN NSC. & LIC.

RCS-137

**REPCO BANK**  
(Government of India Enterprise)

Name of borrower :

Account :

**PARTICULARS OF INSURANCE POLICIES ASSIGNED AS SECURITY**

Sl. No.	L.I.C. Unit/ D.O.	Pol.No.	Sum Assured	Name of Assured	Date of Policy	Date of Maturity	Premium Due Date	Prem.Amt. & how payable	Total Premium paid	Paid up value
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

\* M-Monthly Q-Quarterly H-Half yearly Y-Yearly (IF-Inforce P-Paid up L-Lapsed)

10/17

Surrender value (12)	Quotations in 11 & 12 Dated (13)	Date of assignment (14)	Assignment Regd.on (15)	Whether age admitted (16)	in force/ paid up/ lapsed £ (17)	Whether premium paid upto date (18)	Whether latest premium receipt received (19)

Date :

Joint Custodian

Manager.

**ANNEXURE - 106**  
**OVERDRAFT LOAN - NSC**

RCB-140

CANCELLATION OF LIEN

Ref: \_\_\_\_\_

Dt: \_\_\_\_\_

To

The Post Master,

Dear Sir,

Ref: Cancellation of our lien on the  
National Savings Certificate.  
\*\*\*\*\*

We write to inform you that the following NSCs have been pledged to us and the same have been registered at your end on \_\_\_\_\_.

As we intend to release the NSCs, we request you to cancel our lien on the captioned NSCs and proceeds may be paid to the beneficiary, if sought for.

S.No.	N.S.C. No. & Date	Amount (Rs.)

...2/-

-: 2 :-

We certify that the undersigned is duly authorised under article 299 of the Constitution vide Notification No.7(i) NS/ 72(ii) dated 22.01.1973 by the Government of India in the Ministry of Finance to execute such instruments or Deeds on behalf of the Bank.

Yours faithfully,

Manager.

**ANNEXURE - 107**  
**OVERDRAFT LOAN - BONDS**

RCE-200

**THE REPATRIATES COOPERATIVE FINANCE & DEVELOPMENT BANK LTD.,**  
(Govt. of India Enterprise)

**ODL AGAINST BONDS**

Application for Individuals

I/We hereby apply for a new/renewal/enhancement of Term Loan/  
Overdraft Limit facility against the pledge of marketable  
securities upto maximum amount of Rs. \_\_\_\_\_ for a period  
of \_\_\_\_\_ months, in the name of:

Name of applicant : Mr/Ms. \_\_\_\_\_

Date of Birth : \_\_\_/\_\_\_/\_\_\_ Age: \_\_\_\_\_

Father's/Husband's Name \_\_\_\_\_

Residential Address : \_\_\_\_\_

City \_\_\_\_\_ PIN \_\_\_\_\_ Tel No. \_\_\_\_\_

Occupation/Profession: Salaried Business Others

Purpose of borrowing : \_\_\_\_\_

Nature of business/profession: \_\_\_\_\_

Current employer's name : \_\_\_\_\_

Employer's/Firm's Address : \_\_\_\_\_

Duration of current employment/business : \_\_\_\_\_

Income (per annum): Self: Rs. \_\_\_\_\_ (Evidence to be produced)  
Spouse: Rs. \_\_\_\_\_ (Evidence to be produced)  
Total: Rs. \_\_\_\_\_

Securities to be offered:

Sl. No.	Name of the Company	Nos.	Name of the owner	Cert. No.	Reg. Folio No.
1.					
2.					
3.					
4.					

Co-applicant (if any)

Name of the Co-applicant : Mr/Ms. \_\_\_\_\_

Date of Birth : \_\_\_/\_\_\_/\_\_\_ Age: \_\_\_\_\_

Father/Husband's Name : \_\_\_\_\_

Occupation : Salaried Business Others

Relationship with the applicant : \_\_\_\_\_

Residential Address : \_\_\_\_\_

City \_\_\_\_\_ PIN \_\_\_\_\_ Tel No. \_\_\_\_\_

...3/-



-----  
Third Party Pledger(s) Guarantor(s) details (if any)  
-----

Name of Co-applicant : Mr/Ms. \_\_\_\_\_

Date of Birth : \_\_\_/\_\_\_/\_\_\_ Age: \_\_\_\_\_

Occupation : Salaried Business Others

Relationship with Borrower : \_\_\_\_\_

Address : \_\_\_\_\_  
\_\_\_\_\_

City \_\_\_\_\_ PIN \_\_\_\_\_ Tel. No. \_\_\_\_\_

**DECLARATION BY ALL APPLICANTS PLEDGER, GUARANTOR**

1. I/We declare that I/We am/are resident Indian(s).
2. I/We declare that the funds will be used for the stated purpose only and will not be used for any speculative and/or anti-social purposes and that the bank has the right to recall the funds if this is not so.
3. I/We declare that the securities to be pledged are held by me/guarantor(s) in my/our capacity as a trustee or a guardian of another person.
4. I/We authorise you to debit my/our account for any commission, interest and any other charges levied by you.
5. I/We understand that the sanction and term of the facility is at the sole discretion of the Bank and I/We undertake to execute the necessary security documentation as per bank's requirements from time to time.

6. I/We have read and understood the terms and conditions of the Bank and I/We accept and agree to be bound by the said terms and conditions including those excluding/limiting my/our liability.
7. I/We confirm that the shares being pledged are not from Director(s)/Promoter(s) quota.
8. I/We confirm that all applicants (including the co-applicants) are major.
9. I/We further declare that neither the borrower(s) nor the third party pledger(s) is/are an H.U.F. entity and the securities are not owned as H.U.F. property.
10. I/We acknowledge and agree that the Bank may disclose from time to time information related to my/our Account(s) to other offices and branches of the Bank and to the Bank's subsidiaries and affiliates. I/We further consent to the disclosure of information by the Bank or any such subsidiary or affiliate of the Bank (1) at the request of any governmental, regulatory or other similar agency or authority having jurisdiction over the Bank or such subsidiary or affiliate, (2) pursuant to subpoena or other court process or to the extent required in connection with any litigation between such bank subsidiary or affiliate and myself/ourselves, provided that such disclosure is subject to an appropriate protective order if such protective order is available and (3) when otherwise required to do so in accordance with applicable law.
11. I/We declare, that in the event of default of any/all or particular instalments/s committed by me/us, the Bank at its discretion to get the shares transferred to its name or any one coming forward to purchase them with or without my/our knowledge and realise its dues. Necessary transfer forms have been signed and given by me/us for the purpose.
12. I/We declare that we have read the regulations of the scheme and accept the existing rules and regulation of the Bank and any modifications, amendments thereon.

By signing below, I/We certify that the statements given above and on any attachment(s) are true and complete as of date given below. I/We authorise the Bank to verify or check any of the information given, check my/our credit references, verify employment details and obtain credit reports (including those of my/our spouse(s)).

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

(Note: Please ensure that all the applicants, including co-applicants, pledger, guarantor have signed above)

Manager.

Appraisal: (For Bank's use only)

- 1. About applicant :
- 2. Repaying capacity:
- 3. Following Securities can be taken

Company	Name of the holder	Cert. No.	Nos.	Last 3 mths. rate	60% of Agr. x Nos.
a.					
b.					
c.					
d.					

TOTAL

...6/-

4. Loan may be sanctioned as follows:

DL/OD	Amount	Period Due date	Interest	Period/Due date	Rate of interest

Managing Director.

ANNEXURE - 108  
OVERDRAFT LOAN - BONDS

RCB-192

Notice to limited companies by the shareholder/s  
who has/have pledged the share/s

From

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir/s,

Sub: Request to mark Banker's lien in  
the Share/s.

\* \* \* \*

I/We request you to note the lien which the Repatriates  
Cooperative Finance & Development Bank Ltd., (REPCO Bank) 33,  
North Usman Road, T. Nagar, Chennai - 600 017 as on my/our Bonds  
numbered

Folio No.

Certificate No.

No. of Bonds

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

standing in my/our name/s in the books of your Company.

Please be good enough to furnish to REPCO Bank with  
such particulars about my/our indebtedness direct or indirect, if  
any to your company/bank as may be called for by them.

...2/-

Further, I/We request you to pay until further instructions about interest/dividends/rights/bonus now due or which may from time to time become due on my/our Bonds numbered above standing in my/our name/s which I/we may hereafter hold in your company to REPCO Bank whose receipt shall be your full and sufficient discharge.

Reports and Balance Sheets may be forwarded to me/us direct. Please acknowledge receipt of these instructions to REPCO Bank by returning the enclosed duplicate duly signed by you.

Yours faithfully,

Place:

Date :

Share holder/s

ANNEXURE - 109  
OVERDRAFT LOAN - BONDS

RCE-169

(Branch Letter Head)

From:  
(Borrower name & address)

Date:

To:  
(Name of the Company which  
issued the Bond)

Sir,

Sub: Bonds - transfer of bonds in favour  
of Repatriates Cooperative Finance  
& Development Ban Ltd., - reg.

Ref: Registered Folio No. \_\_\_\_\_  
\* \* \* \* \*

I request that the following bonds issued by you may be transferred in the name of Repatriates Cooperative Finance & Development Bank Ltd.,

*****				
Sl.No.	Name of Bond	Certificate No.	Reg. Folio No.	No. of Bonds
*****				
1.				
2.				
3.				
4.				
5.				

\*\*\*\*\*  
...2/-

-: 2 :-

The above bonds may be sent to the Bank at (Branch  
address \_\_\_\_\_ )  
duly transferred.

Yours faithfully,

(Signature)  
[borrower to be signed]



**APPLICATION FOR LOAN ON DEPOSIT**

		Loan No
From	To The Asst./Dev. Manager, The Repatriates Co-op. Finance & Dev. Bank Ltd., <b>T. NAGAR BRANCH</b> Branch	

Sir,

I/We request you to grant me / us financial assistance for .....

.....

(state purpose) by way of loan of Rs..... (Rupees ..... Only)

at the rate of.....% as interest per annum compounded quarterly or at such rates including overdue rate/s which are stipulated by the Bank from time to time.

As security for the repayment of outstanding balance of the loan including interest, costs, charges, etc., I/We hereby create lien in your favour on the following deposits held in my / our names. The relative receipt/s duly discharged is / are enclosed.

I am / We are also personally liable for any ultimate balance due in the account from time to time

Type of A/c	Deposit and certificate No.	Dt. of opening/ Deposit	Dt. of Maturity	Amount of Deposit
-------------	-----------------------------	-------------------------	-----------------	-------------------

I/We hereby declare that the said deposits have not been encumbered / assigned or pledged and are free from all encumbrances other than the one hereby created. I / We will abide by the Bank's rules in force from time to time.

Yours faithfully,

Place :

Date :

Borrower/s.

FOR BANK USE ONLY		
Total amount of Deposit/s as on date	Rs.....	Sanctioned Loan of Rs..... on Deposit of Rs.....
Loan on Deposit limit applied for	Rs.....	
The Loan on Deposit limit applied for does not exceed 85% of the total amount of deposit/s.		
Signature of the Depositor/s verified & Lien recorded.		
A/c No. :		
Date :	S.A./A.D.M.	Asst./Dev. Manager.

Place :

Dated:

ON DEMAND, I/ We .....Son of  
.....Membership No.....  
doing business/residing at No .....  
.....  
promise to pay the **REPATRIATES CO-OPERATIVE FINANCE AND DEVELOPMENT BANK LIMITED**, having its Office at **No. 112, Thiyagaraya Road, T. Nagar Madras-600 017**, or order the sum of Rs.....  
(Rupees.....Only)  
for value received with interest thereon at.....per annum or at such other rate/rates as may be fixed from time to time.

Rs...../-

BORROWER.

Witnesses :

1.

2.

Before me.

ODD

RCB - 172

From	To, The Manager <b>THE REPATRIATES CO-OPERATIVE FINANCE AND DEVELOPMENT BANK LIMITED,</b> ..... Branch
------	-------------------------------------------------------------------------------------------------------------------------

Sir,

Dated:

Sub : Loan A/c No.....sanctioned to

\* \*

\* I /We hereby offer my/our Daily Deposit/Recurring Deposit/Fixed Deposit/Non-operative Savings Bank Account No..... as security for the above loan and undertake to contribute Rs..... per day/Week/Month in the said deposit account.

\* I/We enclose herewith ..... deposit card/Receipt No..... for Rs..... due on..... duly discharged by me/us as security to the above loan.

The Bank is at liberty to adjust the proceeds/or renewal proceed of above deposit account towards the above liability at any time, without any reference to me/us. I/We agree that the amount under the above deposit and renewals thereof shall remain with the Bank so long as any amount on any account is due to the Bank from ..... \* \* singly or jointly with others. I/We agree that it shall open for the Bank to exercise Banker's general lien on my/our moneys at any time and without reference to me/us.

Yours faithfully,

Signature of Depositor/s.

\* \* Mention the name of the party to whom the credit facility is granted.

\* Strike out the paragraph which is not applicable.

N.B:

1. Separate form to be obtained for difference types of deposit (i.e., only one deposit amount is to be covered under this letter)
2. Blank spaces wherever necessary should be filled up properly before the executant signs. Unfilled spaces should be properly ruled out.

ANNEXURE-112  
OVERDRAFT

RCB-105

LETTER OF CONTINUITY

To  
The Branch Manager,  
Repatriates Cooperative Finance  
and Development Bank Ltd.,  
\_\_\_\_\_ Branch.

Dated:

Sir,


I \_\_\_\_\_, S/o \_\_\_\_\_  
residing at \_\_\_\_\_  
member of your Bank vide \_\_\_\_\_ give this letter of  
Continuity in continuation of Demand Promissory Note executed by me.

I am to remain liable on the Demand Promissory Note  
executed by me today notwithstanding the fact that by payments  
made into the overdraft/cash credit account from time to time be  
reduced or extinguished or even that the balance of the said  
account may be at the credit.

I declare that my liability is to operate continuously  
for the balance from time to time, interest, penal interest,  
penalty, fees, charges due to the Bank and also for the ultimate  
balance to become due on the said account and the said account is  
not to be considered to be closed and the Demand Promissory Note is  
not to be considered exhausted by reason of the said overdraft  
account/cash credit being brought to credit at any time or from  
time to time or of its being drawn upto the full extent of the said  
sum is afterwards reopened by a payment of credit.

Yours faithfully,

(BORROWER).

 <p><b>THE REPATRIATES CO-OPERATIVE                  FINANCE &amp; DEVELOPMENT BANK LTD.,</b>                  (Government of India Enterprise)                  H.O. : 33, North Usman Road, T. Nagar,                  Chennai - 600 0017.</p>	BRANCH
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------

LOAN APPLICATION	
To The Manager Repatriates Co-op. Finance & Development Bank Ltd. .....Branch.	Loan No. <hr/> Membership No. <hr/> R.D. No.

1. Name of Applicant.....
2. Father/Husband Name.....
3. Age.....
4. Occupation/Designation.....
5. Name and Address of Office presently working.....
6. Residential Address..... Present/ Permanent
7. Purpose of loan.....
8. Amount of loan applied for.....
9. Are you a member in any other Co-op. Society,  
 if so produce liability certificate from the society.....

10. PARTICULARS OF SALARY

APPLICANT	Rs.	Ps.	CO-OBLIGANT	Rs.	Ps.
Basic Pay			Basic Pay		
D.A.			D.A.		
HRA			HRA		
CCA			CCA		
Special All.			Special All.		
Add. Spl. All.			Add. Spl. All.		
Personal All.			Personal All.		
Cycle All.			Cycle All.		
Washing All.			Washing All.		
Others			Others		
Gross Salary			Gross Salary		
DEDUCTIONS					
	Rs.	Ps.		Rs.	Ps.
E.P.F.			E.P.F.		
Add. E.P.F.			Add. E.P.F.		
E.P.F. Loan			E.P.F. loan		
L.I.C. Premium			LIC Premium		
Postal Insur.			Postal Insur.		
Housing loan			Housing loan		
Vehicle loan			Vehicle loan		
Festival Adv.			Festival Adv.		
Income Tax			Income Tax		
Others			Others		
Total Deductions			Total Deductions		

## Form No :1

## Authorisation to the Pay Disbursing Officer :

To

Place :

Date :

I ..... having applied for a loan of Rs. .... with the Repatriates Co-operative Finance & Development Bank Ltd., do hereby authorise you to recover all or any instalments of loan with interest at the rate of .....% p.a. and all other sums that may from time to time and at any time become due and payable by me to the said Bank from my monthly salary and pay such sum or sums to the said Bank towards the instalments of loan or loans or other sums that may be due and payable by me to the Bank. I agree to accept as sufficient evidence of my liability, a demand from the Office of the Bank certified by them to be correct. I agree that you make recoveries from my salary in the manner above mentioned so long as I continue to be a member loanee of the Bank. If I resign/retire/or any other cause, I agree for the deduction of the dues from my salary/bonus/gratuity or any other sums payable to me. This authorisation is Irrevocable without the consent of Repatriates Co-operative Finance & Development Bank Ltd.

Signature of Applicant

Particulars of Co-obligant		
1. Name	:	
2. Father/Husband's Name	:	
3. Age	:	
4. Occupation	:	
5. Name and Address of office presently working	:	
6. Residential Address	:	Present Permanent

As I am willing to be a co-obligant to the Bank for any financial facilities to be granted as a result of this application by ..... I have supplied the above information which is true and correct to the best of my knowledge and belief.

Signature of Co-obligant

All the information furnished by me are true and correct.

Signature of Applicant

## Form No. II

## Recommendation of the Employer :

To

The Managing Director,  
Repatriates Co-operative finance & Dev. Bank. Ltd.,  
Chennai - 600 017.

Sir,

I We certify having verified the salary earning and salary deductions of the applicant Shri/Smt ..... S/o/W/o ..... and Surety Shri/Smt ..... S/o/W/o ..... who are permanent employees of our Office We certify that the purpose of loan applied for by the applicant is genuine and that we hereby agree as per the authorisation of applicant dated ..... to deduct from his/her salary so long as he/she is in our service every month his/her dues to your Bank as per the demand from the Bank and remit the same to you within Seven days from the date of recovery. If he/she resigns/retires or any other cause, we agree to deduct the dues from his/her salary, bonus gratuity or any other sums due to him/her. We Certify that there are no other deductions other than those mentioned as per records maintained in our office.

Date :

Yours faithfully,

Employer's Signature  
with Office Seal

## FOR USE AT SANCTIONING OFFICE

1. Name of Applicant.....
2. Amount of Salary loan eligible as per salary scheme (3 times gross salary) Rs.
3. COMPUTATION OF SALARY CUT-BACK
  - a. Gross Salary (A) Rs.
  - b. Less Deductions
    - a. As per salary certificate Rs.
    - b. Present salary loan deductions Rs.
  - c. Total Deduction (B) Rs.
4. Net Salary (A-B) Rs.

Total Cut Back from salary on account of the above loan is Rs..... and this amount does not exceed/exceeds 40% of the total salary of the employee.

5. Remarks

6. Sanction Order

The applicant is sanctioned with the following credit facility.

Amount	Rate of interest	Monthly Deduction Pri + Int.	No. of Instalments	Name of Co-obligant

Additional Terms & Conditions (if any)

Date:

JA/SA

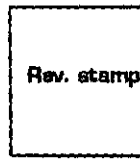
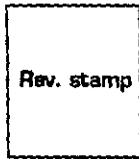
AM

Manager

Loan No.

ON DEMAND, we jointly and severally promise to pay the repatriates co-operative finance & development bank ltd., Chennai - 600 017 or order the sum of Rs..... (Rupees..... only) for value received in cash with interest thereon from the date hereof until repayment in full at ..... percent per annum or such other rate or rates as may be fixed from time to time.

Rs.....



Date:

Place:

Signature of Borrower

Signature of Surety

**BOND**

Bond jointly executed this..... day of ..... 19 .. by (1) ..... M.No..... S/o..... Profession..... residing at .....

(2)..... M.No..... S/o..... Profession..... residing at .....

in favour of the Repatriated Co-operative finance and Development Bank Limited, 33, North Usman Road, T. Nagar, Chennai - 600 017 here in after referred to as the Bank.

2. At the desire of Nos. 1 and 2, No.1 has been granted by the Bank a loan of Rs..... (Rupees..... only) for purpose of.....

We promise to repay this amount in ..... monthly instalments alongwith interest at .....% per annum. Should we fail to pay any instalment of the loan or interest, as the same falls due, we bind ourselves to pay penal interest at 2 percent extra on all such overdue principal instalments and/or interest from the date of default to the date of payment. We further agree that for default of payment of an instalment, the Bank may foreclose the loan account and proceed to recover the amount legally with interest at % per annum on the total amount of principal and interest thus due from the date of foreclosure of the loan account to the date of recovery of the amount, either from all or any of us / and / or the properties belonging to us.

3. We agree to abide by the By-laws of the Bank and loan regulations now in force and those that may be enacted hereafter from time to time.

Witnesses (with address)

1. .... 1.

2. .... 2.

RECEIVED FROM THE REPATRIATES CO-OPERATIVE FINANCE & DEVELOPMENT BANK LTD., CHENNAI - 17, THE SUM OF RUPEES ..... ONLY BEING THE LOAN AMOUNT SANCTIONED TO ME.

Rs.....

Date :

Signature of Borrower.



**ANNEXURE-114**

**PERSONAL LOAN**

Authorisation Letter from Employee to Employer

Date:

From:

Name & Address.

To:

The Employer,  
Bank.

Sir,

I hereby authorise you to debit my S.B. A/c. and pay to  
Repc Bank, \_\_\_\_\_ Branch, on demand received from the  
bank towards the Personal Loan availed from Repco Bank.

Yours faithfully,

The Repatriate Co-op. Finance & Development Bank Ltd.,



# REPCO BANK

(Govt. of Enterprise)

33, North Usman Road, Chennai-600 017.

.....Branch

## APPLICATION FOR ADVANCE - FOR BANK STAFF ONLY

To  
 The Managing Director,  
**Repatriates Co-op. Finance &  
 Development Bank Limited,**  
 Madras - 600 017.

		APPLICANT	SURETY		
1.	Name				
2.	Father's/Husband's Name & Address				
3.	Employee No. & Designation				
4.	Grade & Present Basic pay				
5.	Date of joining the service				
6.	Date of Birth				
7.	Branch & office in which working				
<b>8. CREDIT FACILITY REQUIRED</b>					
Name of Facility		Amount Rs.	Duration of facility	Monthly instalment Rs.	Sureties
<b>9. PURPOSE OF ADVANCE</b> (Furnish break up details)					

**10. PARTICULARS OF SALARY FOR THE MONTH OF .....**

	APPLICANT		SURETY	
	Rs.	P.	Rs.	P.
Basic Pay				
Special Pay				
Spl. Allow.				
D.A.				
C.C.A.				
H.R.A.				
Con. Allowance				
Washing Allowance				
Others				
<b>Gross Salary</b>				
	APPLICANT		SURETY	
<b>DEDUCTIONS</b>	Rs.	P.	Rs.	P.
E.P.F. & V.P.F.				
GIS				
LIC				
R.D.				
F.A.				
HBA (Pri. + Int.)				
SSL (Pri. + Int.)				
Vehicle Loan				
I.T.				
Others				
<b>Total Deductions</b>				
<b>Net Salary</b>				

**11. DIRECT LIABILITIES WITH OUR BANK / OTHERS**

Name of Branch Lender	Nature of facility	Date of Sanction	Amount Sanctioned	Monthly instalment	Balance outstanding	Overdues if any
			Rs.	Rs.	Rs.	Rs.
	Housing loan					
	Salary loan					
	Vehicle loan					
	Festival loan					
	Jewel loan					
	Others					

12. INDIRECT LIABILITIES WITH OUR BANK/OTHERS			Whether approval from competent authority is obtained			
Name of Lender	Nature of facility	Date of Sanction	Amount Sanctioned	Monthly Instalment	Balance outstanding	Overdues if any
			Rs.	Rs.	Rs.	Rs.

13. PARTICULARS OF PENDING ADVANCE GENERAL, IF ANY				
Name of Branch	Date	Amount	Purpose	Date & amount of T.A. Bill submitted if not submitted, reasons therefore.

All the information furnished overleaf by me are true and correct. In the event of any of this information being found false or incorrect, I understand that I am liable for disciplinary action as per the rules of the Bank. If I resign/retire/or any other cause I agree for the deduction of the dues from my salary/bonus/gratuity or any other sums payable to me. This authorisation is irrevocable.

SIGNATURE OF SURETY \_\_\_\_\_ SIGNATURE OF APPLICANT \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

BRANCH/OFFICE REMARKS				
I have verified the salary earning and salary deductions of ..... working in our Branch/Office and other particulars furnished above and hereby certify that they are true and correct. I recommend that the following credit facility may be sanctioned.				
Nature of facility	Amount	Rate of Int.	Monthly Instalment	Sureties
	Rs.	%		

I Certify that there are no other deductions other than those mentioned overleaf, as per record maintained at our Branch.

Branch/Office : \_\_\_\_\_  
Date : \_\_\_\_\_

Branch Manager.

FOR USE AT SANCTIONING OFFICE		
1. Name of the Employee		
2. Employee Number	3. Present Basic Pay Rs.	
4. No. of completed year of service		
5. Amount of salary loan, the employee is eligible for Rs.		
6. COMPUTATION OF SALARY CUT-BACK		
Nature of facility	Monthly Inst.	Overdues, if any
Total		

Total Cut-back from salary on account of the loans is Rs. .... and this amount does not exceed /exceeds 40% of the total salary of the employee.

7.	<b>REMARKS, IF ANY:</b> Previous Consolidation Dt ..... Rs. .... Outstanding Balances as on ..... Rs. ....			
8.	<b>RECOMMENDATIONS</b>			
The employee may be sanctioned with the following credit facility.				
Nature of facility	Amount Rs.	Rate of Int. %	Monthly Instalment	Surety
Additional Terms and Conditions:				

ANEXXURE -116  
STAFF SALARY LOAN

Loan No.

RCB 134

ON DEMAND, we jointly and severally promise to pay the repatriates co-operative finance & development bank ltd. Chennai - 600 017 or order the sum of Rs. .... (Rupees ..... only) for value received in cash with interest thereon from the date hereof until repayment in full at ..... percent per annum or such other rate or rates as may be fixed from time to time.

Rs. ....



Date :



Place :

Signature of Borrower

Signature of Surety

**BOND**

Bond jointly executed this ..... day of ..... 19 ..... by (1) .....  
M.No. .... S/o ..... Profession .....  
residing at .....  
(2) ..... M.No. .... S/o .....  
Profession ..... residing at .....  
in favour of the Repatriates Co-operative Finance and Development Bank Limited, 33, North Usman Road, T. Nagar, Chennai - 600 017 hereinafter referred to as the Bank.

2. At the desire of Nos. 1 and 2, No. 1 has been granted by the Bank a loan of Rs. ....  
(Rupees ..... only)  
for purpose of .....

We promise to repay this amount in ..... monthly instalments alongwith interest at ..... % per annum. Should we fail to pay any instalment of the loan or interest, as the same falls due, we bind ourselves to pay penal interest at 2 percent extra on all such overdue principal instalments and/or interest from the date of default to the date of payment. We further agree that for default of payment of an instalment, the Bank may foreclose the loan account and proceed to recover the amount legally with interest at ..... % per annum on the total amount of principal and interest thus due from the date of foreclosure of the loan account to the date of recovery of the amount, either from all or any of us / and / or the properties belonging to us.

3. We agree to abide by the By-laws of the Bank and loan regulations now in force and those that may be enacted hereafter from time to time.

Witnessess (with address)

1. .... 1. ....

2. .... 2. ....

RECEIVED FROM THE REPATRIATES CO-OPERATIVE FINANCE & DEVELOPMENT BANK LTD.,  
CHENNAI - 17. THE SUM OF RUPEES ..... ONLY BEING THE LOAN AMOUNT  
SANCTIONED TO ME.

Rs. ....

Date :

Signature of Borrower.