



HEAD OFFICE : RUDRAPUR

**HOUSING LOAN APPLICATION FORM**Signed  
Photograph  
of 1st  
Applicant**PERSONAL PROFILE**Signed  
Photograph  
of 2nd  
Applicant

1st Applicant

2nd Applicant

Name of Applicant		
Father/Husband's Name		
Relationship with 1st/2nd applicant		
Permanent Residential Address		
Office address with Designation		
	Tel. No. (R) (O)	Tel. No. (R) (O)
Date of Birth		
Date of retirement		
Marital Status	Single/ Married	Single/ Married
Do you belong to	SC/ST/OBC	SC/ST/OBC
No. of dependents	Children.....Others.....	Children.....Others.....
Educational/ Qualifications		
Occupation Details./ No. of years in present occupation		



## 2- FINANCIAL INFORMATION OF THE APPLICANTS :-

		1st Applicant	2nd Applicant
1	Monthly Gross Salary	Rs.	Rs.
2	Monthly Net Salary	Rs.	Rs.
3	Other Income (Pl. Attach Certificate)	Rs.	Rs.
4	Annual Income as per IT return	Rs.	Rs.
5	Advance tax paid in current year	Rs.	Rs.
6	Expected Monthly Rental Income from the proposed flat/house	Rs.	Rs.
7	Monthly installments proposed	Rs.	Rs.

## 3- STATEMENT OF ASSETS AND LIABILITIES -

(Amount in Rs.)

Assets			Liability		
PROPERTY	Amount 1st Applicant	Amount 2nd Applicant	PROPERTY OUTSTANDING LOANS	Amount 1st Applicant	Amount 2nd Applicant
Land			Bank		
Other fixed assets			Credit Society		
G.P.F./C.P.F.			P.F. Loan		
Deposit with bank			Relatives and friends	Rs.	
L.I.C. Policies			Others	Rs.	
P.P.F./N.S.C.				Rs.	
Govt. Securities				Rs.	
Others				Rs.	
				Rs.	
Total			Total		

## 4- DETAILS OF EXISTING LOANS FORM UDHAM SINGH NAGAR DISTRICT CO-OPERATIVE BANK LTD. BRANCH.....

	1st Applicant	2nd Applicant
1- Prupose of loan	.....	.....
2- Date of receipt of loan	.....	.....
3- Amount of loan received	.....	.....
4- Loan outstanding at present	.....	.....
5- Over due (if any)	.....	.....



**6- LOAN REQUEST/ PURPOSE OF LOAN** (Please Tick whichever is correct)

1. Purchase of a new flat/ house -       2 - Purchase of flat/house being resold   
 3. Construction of a new house       4. Extension of house/ flat   
 5. Improvement/Renovation   
 of house/flat

**7- DETAILS OF IMMOVABLE PROPERTY TO BE PURCHASED OR CONSTRUCTED**

1- Name of seller - Sri.....s/o.....  
 2- House No./Plot No.....Mohalla/Lane.....  
 3- Village / City.....Distt. ....  
 4- Proposed Built up Area.....  
 5- Location of plot/ building - East- .....West - .....  
 (Surrounded by)      North-.....South- .....

**8- Cost of property and source of fund -**

Cost of Property	Rupees	Source of Funds	Rupees
1. Cost of land		1. Amount already invested	
2. Cost of construction/Extension		2. Savings in Bank	
3. Cost of Amenities/service charges		3. Disposal of investment/property	
4. Cost of Repair/ Improvement		4. Loan from P.F. (Refundable/Non Refundable)	
5. Cost of Flat/House		5. Others (specify)	
6. Cost of stamp duty/Registration fee/ Municipal charges.		6. Loan applied for	
Total Cost		Total Funds	

**9- PROPOSED TERMS OF REPAYMENT OF LOAN -**

Period of Repayment -.....Months

Monthly Instalments. Rs.....

***Mode of repayment -***

- 1- Check off facility with employer .....
- 2- Salary Account at branch .....
- 3- Post dated cheques .....
- 4- By transfer from S.B. A/C from own resources .....



## 10- PURPOSE OF LOAN AND ESTIMATED COST OF WORK TO BE DONE -

(A) LOAN FOR CONSTRUCTION OF A NEW HOUSE	(B) LOAN FOR PURCHASE OF HOUSE/FLATE (READY BUILT)	(C) LOAN FOR PURCHASE EXTENSION/REPAIR
1. Area of Plot.....sq.ft. 2. Proposed built up area.....sq.ft. 3. Purchase price of plot Rs..... 4. Architect's fees Rs. .... 5. Cost of construction Rs. .... 6. Registration charges Rs. .... <b>7. Total Cost</b> Rs. .... <b>V. Market Value as per Report</b> Rs. ....	1. Is the Unit New <input type="checkbox"/> Old <input type="checkbox"/> 2. Age of existing structure, if old.....years. 3. Purchase price Rs..... 4. Cost of additional items Rs. .... 5. Total Cost Rs..... 6. Area of Plot/Undivided share of land ..... 7. Built up area Sq.ft..... 8. Market Value of - Land Rs. .... Structure Rs. ....	1. Age of Existing Structure..... 2. Plot Area/Built up area of flat in Sq.ft. .... 3. Market value of existing structure Rs..... 4. Details of proposed repair/extension - ..... ..... ..... ..... 6. Estimated cost of repair/extension Rs. ....

### 11- Proposed Guarantors/sureties -

	1 <sup>st</sup> guarantor	2 <sup>nd</sup> guarantor
1. Name of Guarantor	.....	.....
2. Full permanent address	..... .....	..... .....
3. Annual Income Rs.	.....	.....
4. Total Assets Rs.	.....	.....
5. Total liabilities Rs.	.....	.....

### DECLARATION

*I/We hereby apply for a loan from UDHAM SINGH NAGAR DISTRICT CO-OPERATIVE BANK LTD. ....to the extent indicated in the Loan request Section of this application form. I/We declare that the foregoing particulars and information furnished in this application form are true, accurate and complete and that they shall form the basis of any loan UDHAM SINGH NAGAR DISTRICT CO-OPERATIVE BANK LTD.*



.....decide to sanction me/us. I/We confirm that I/We have/had no insolvency proceedings against me/us nor have, I/We been adjudicated insolvent. I/We further confirm that I/We have read the terms and conditions and understood the contents therein.

I/We agree that UDHAM SINGH NAGAR DISTRICT CO-OPERATIVE BANK LTD. Branch..... may at its discretion conduct inquiries in respect of this application. I/We undertake to inform as to any change in my/our occupation, employment and residential address and to provide any further information that the Bank may require. UDHAM SINGH NAGAR DISTRICT CO-OPERATIVE BANK LTD. Branch ..... will be at liberty to take such action as it may deem necessary if my/our above statements are found to be untrue. I/We agree that UDHAM SINGH NAGAR DISTRICT CO-OPERATIVE BANK LTD. Branch..... shall have the sole discretion to reject/reduce my/our loan application without assigning any reason. I/We further agree that my/our loan transactions shall be governed by the rules of UDHAM SINGH NAGAR DISTRICT CO-OPERATIVE BANK LTD. Branch.....which may be in force from time to time.

### 1st Applicant's Signature

### 2nd Applicant's Signature

Signature.....

Signature.....

Place : .....

Place : .....

Date : .....

Date : .....

## DOCUMENTS REQUIRED

(Please tick wherever necessary)

I/We have attached the following copies of supporting documents (duly attested wherever necessary).

- 1- Sale Deed/ Agreement of Sale.
- 2- Khatauni of the property, where it is available.
- 3- Copy of approved drawing of proposed construction/purchase/extension.
- 4- Detailed cost Estimate/Valuation Report from Chartered Engineer/Architect.
- 5- Non Encumbrance Certificate for 12 years.
- 6- Salary certificate (in case of employed).
- 7- Photo copy of IT returns fro the last 2 years (if IT assesses) duly accepted by the ITO.
- 8- Allotment letter of co-operative Society/Housing Board (if applicable), in original/
- 9- NOC for society/builder.
- 10- Others.



## **FOR OFFICIAL USE**

On scrutiny of the application and relevant data's / information's submitted by the applicant

Sri.....S/o Shri.....

a loan of Rs. ....(Rupees.....)

for the purpose of.....

is hereby recomended as per terms and conditions stipulated by the Registrar Co-operative Societies,  
Uttaranchal, and H.O. of the Bank which are now in force or may here in after come into force.

Repayment period.....

Equated monthly instalment Rs. ....

S.B. A/c No. of Applicant.....

Date of opening S.B. A/c.....

Dealing Asstt.

Asstt. Manager/ Br. Actt.

Branch Manager

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

Certified that all the relevant documents are duly filled and legally completed.

Branch Manager

## **FOR HEAD OFFICE USE**

Recommended for sanction as proposed Rs. ....(Rupees in words

.....) after proper scrutiny of proposal submitted by the Branch

Manger.

S.O.

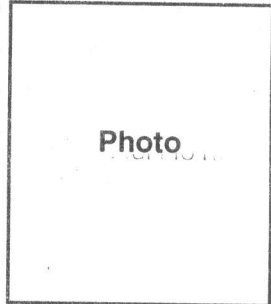
Senior Manager (Rec/Insp.)

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



## PARTICULARS TO BE SUPPLIED BY THE GUARANTOR FOR ADVANCE

1. Name of the Guarantor .....
2. Father / husband's name .....
3. Permanent Residential Address .....
- Office Address - .....
4. Date of Birth & Age .....
5. OCCUPATION (Give Details) .....
- .....  
(if in service mention designation & name of employer)
6. ANNUAL INCOME .....
- (Income Tax Return/Assessment order to be enclosed)



### 7. DETAILS OF BANK DEPOSITS :

Name of Bank	Branch Name	Nature of Account	A/c No.	Balance as on.....

### 8. DETAILS OF LIFE INSURANCE POLICY HELD :

Date of Policy	Policy No.	Annual Premium	Sum Assured	Loan Outstanding, if Any, Against this Policy

### 9. DETAILS OF IMMOVABLE PROPERTIES :

Description of Property	Situated at, Give Municipal Plot No. Locality etc.	Stand in the Name of	Market Value

Are any of these immovable properties encumbered ? Yes / No

### 10. DETAILS OF SHARE SECURITIES/ N.S.C./K.V.P. ETC.

Name of the Company/ Name of Post Office	No. of Shares/ N.S.C./K.V.P.	Date of Purchase	Book Value	Present Market Value/Maturity Value

11. VALUE OF TOTAL ASSETS - (7+8+9+10) Rs .....

12. CREDIT FACILITIES WITH OUR/OTHER BANKS :

Name of Bank	Name of facility	Security	Limit	Outstanding as on.....

13. BORROWINGS OTHER THAN FROM BANKS (GIVE DETAILS) :

From Relatives.....From Friends.....

14. Other Liabilities.....

15. TOTAL LIABILITIES : (12+13+14) Rs......

16. NET ESTIMATED WORTH :

Total Assets Less Total Liabilities ( 11-15) Rs. ....

17. DETAILS OF GUARANTEE GIVEN IN OTHER BORROWER ACCOUNT, IF ANY  
WITH ..... OUR BANK/  
OTHER BANKS :

ANY OTHER INFORMATION :

I hereby confirm that the information given above is true to the best of my knowledge and belief. I shall keep the Bank informed of any change in my address and any otehr particulars furnished above.

PLACE :

DATE :

.....  
(Signature of Guarantor)

Particulars verified from documentary evidence/independent sources.

Date .

.....  
(Br. Manager)

Br.....





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

**Branch.....**

**Authorization Letter From the Borrower for Deduction of Loan Instalment Out of Salary.**

1. I, Sri/Smt. ....S/o/D/o/W/o.....  
 Resident of.....Distt.....hereby fully authorize to my employer M/s.....having their registered office at.....with whom I am working as a.....in their.....Department, to deduct and continue to deduct from my salary sum of Rs. ....(Rupees.....Only) being the amount of monthly instalment towards the repayment of loan of Rs. ....(Rupees.....only) taken by me from Udhm Singh Nagar District Co-operative Bank Ltd. Rudrapur Branch.....and continue to remit regularly to the said Bank, till the entire loan amount together with interest at the rate of.....is fully repaid to the said Bank.

2. In case of my death or leaving the service for any reason, either by resignation for better prospects, discharge or dismissal from service before the repayment of the loan, I also hereby authorise my employer to effect the recovery of the entire loan outstanding against me even from Bonus, Gratuity, provident Fund etc. , payable to me and to forward the same to the said Bank.

I agree that I shall not be entitled to withdraw or revoke this authority even in case of my transfer, or otherwise, until the whole of my debt inclusive of interest etc. to the UDHAM SINGH NAGAR DISTRICT CO-OPERATIVE BANK LTD. RUDRAPUR Branch.....is liquidated, and written consent of the Bank is obtained.

I hereby further agree that this authority is irrevocable and binding upon me and my employer till the entire amount of loan together with interest thereon as aforesaid is fully repaid to the said Bank.

3. I have executed this authority as provided for under section 40 (1) of Uttaranchal Co-operative act. 2003.

4. I hereby further agree that this agreement is intended to authorise and to render and declare competent not only my present employers but any other employer or employers with or under whom I may for the time being, be in service empowering him or them to deduct from my salary or wages, the aforesaid monthly instalments and to remit the same to the said Bank.

5. The contents of this authority have been fully understood by me/or have been explained to me and I have understood the same and I am signing the name of my free will.

IN WITNESS WHEREOF I have signed this authority at.....on this.....day of.....200.....

Witnessed by me :

Signature.....

Full Name.....

Address.....

.....

Signature of the applicant.....

Name.....

Address.....

.....



## EMPLOYER'S RECOMMENDATION FOR SANCTION OF HOUSE LOAN AND MEMORANDUM OF UNDERTAKING FROM THE EMPLOYER IN FAVOUR OF THE BANK

This is to certify that Sri.....Son of Sri.....Resident of..... is a permanent employee of our Institution/Department. He is working as.....

We hereby recommend to sanction a house loan of Rs.....to the said employee for construction/ purchase/ renovation of house.

We further certify that his monthly emoluments and are as under and he will retire on.....

### Salary & Allowances -

### Deductions-

Basic Pay.....	Provident fund.....
Dearness Allowance.....	House loan.....
Other Allowances.....	Income Tax.....
Total emolument.....	Other deductions.....
Net amount Drawn.....	Total deductions.....
Other Benefits as Bonus Exgratia Etc. ....	

We undertake that the instalment of the loan to be sanctioned by Udham Singh Nagar District Co-operative Bank Ltd. Rudrapur Branch.....to him will be deducted from his monthly salary. The amount so deducted shall be deposited with the Bank within seven days from the date of its deduction u/ s 40(1) of the Uttaranchal Co-operative Societies Act 2003. The deductions will be stopped only on receipt of clearance certificate from the Bank.

In the event of transfer of the employee elsewhere, we undertake to convey the instructions to the transferee office under advice to you immediately.

Further, We have noted :-

- 1- This irrevocable letter of authority from the employee for deducting a sum of Rs. ....from his/her salary per month beginning from the month of.....and remit the same to you for crediting to his loan account till we receive further instructions from you.
2. The irrevocable letter of authority in respect of making payment out of any amount payable to the employee including the amount payable by way of terminal benefits like P.F. and gratuity in case of his/her death, retirement, resignation or discontinuing the services for any reason whatsoever to Udham Singh Nagar District Co-operative Bank Ltd., Rudrapur Branch....., towards the balance outstanding in the aforesaid loan account together with interest etc., and such payment shall be deemed to be a payment to the employee or on his account.
3. The employee agrees that he/she will not be entitled to withdraw or revoke his/her authority, even in case of his/her transfer, until the whole of his/her debt inclusive of interest to the Udham Singh Nagar District Co-operative Bank Ltd., Rudrapur Branch.....is liquidated and written consent of the Bank is obtained.
4. In the event of the transfer of the employee else where we under take to convey the instructions to the transferee office under advice to you immediately.

SEAL

Signature of employer.....  
Name.....  
Designation.....  
Deptt.....



# UDHAM SINGH NAGAR DISTRICT CO-OPERATIVE BANK LTD.

## DEMAND PRONOTE

Rs.....

Date.....

ON DEMAND I/We.....

PROMISE TO PAY TO **UDHAM SINGH NAGAR DISTRICT CO-OPERATIVE BANK LTD.** Rudrapur

BRANCH..... OR ORDER THE SUM OF RUPEES.....

.....with interest at the rate of

.....Percent per annum with Half yearly rests for the value received.

Rev. Stamp  
Rs. 1.00

Signature.....

Name.....

Address.....

.....



# UDHAM SINGH NAGAR DISTRICT CO-OPERATIVE BANK LTD.

## LETTER OF CONTINUTY

Date.....

**Branch Manager**

**Udhham Singh Nagar District Co-operative Bank Ltd. , Rudrapur**

**Branch.....**

Dear Sir/ Madam,

I/We beg to enclose a Demand Note for Rs.....(Rupees.....  
 .....) Signed by me/us which is given to you as security  
 for the repayment of any Overdraft/Cash Ccredit/ House Loan/ Other Loan which is at present  
 outstanding in our/ my name or in the name of either of us and also for the repayment of any  
 overdraft/ cash credit/ House Loan/ Other Loan in the extent of Rs. ....  
 (Rupees.....) which I/We or either of us may avail of  
 hereafter and the said promissory Note is to be a security to you fro the repayment of the ultimate  
 balance sum remaining unpaid on the Overdraft/ House Loan and I/We am/are to remain liable on  
 the said Promissory Note withstanding the fact that by payments made into the account of the  
 said Overdraft/House Loan from time to time the said Overdraft/House Loan may from time to  
 time be reduced or extinguished or even that the balance of the said account may be at credit.  
 Although the said House Loan/Overdraft/ Loan account is in the name of.....and  
 will be operated upon only by the said.....all of  
 us shall be liable jointly and severally as aforesaid.

Yours faithfully,

Signature.....

Name.....

Address.....

.....



HLD - 7

# UDHAM SINGH NAGAR DISTRICT CO-OPERATIVE BANK LTD.

## AGREEMENT FOR HOUSE LOAN

**THIS AGREEMENT MADE AT** ..... on the ..... day of ..... 200..... between Shri/Smt./Km. .... Son/wife/Daughter of Shri.....R/O..... (hereinafter called "the borrower" Which term shall include his/her heirs, executors, administrators and assigns) of the one part and Udhham Singh Nagar District Co-operative Bank Ltd. ...., a co-operative societies registered under co-operative societies Act. having its H.O. at.....and one of its branches at.....(hereinafter called "the Bank", Which expression shall include its successors and assigns) of the other part.

Whereas the borrowers has entered into an agreement with Shri/M/S..... for the purchase of house/ flat vide agreement of sale dated.....

OR

Whereas the borrowers has been allotted flat/ House / site for construction of house by.....a plot of land / house situated at..... more fully described in the schedule here under

Whereas the borrower has applied to the Bank for the Loan for the purchase/ construction/ renovation/addition/ alteration of / in The house/ Flat.

Whereas the Bank has agreed to advance a sum of Rs.. ..... (Rs. ....) to the borrowers for purchase/ Construction/ Repairs/ Renovation/ Addition/Alteration of the house / Flat on the term and conditions mentioned as hereunder-

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1- The Bank shall advance a sum of Rs. .... (Rs. ....) to the borrowers to enable him to purchase/ Construct/ Repair/ Renovate the house/ flat as aforesaid. The Bank reserve the right to disburse the amount directly to the parties as per the details furnished by the borrower. The Bank shall disburse the said loans only after the borrowers makes his contribution (Margin) as prescribed by the Bank. In case of finance for construction of house the loan shall be disbursed depending upon the progress of construction as under :-

- i) 30% on execution of loan documents.
- ii) 30% on completion of work upto plinth level.
- iii) 30% on completion of work upto door level.
- iv) 10% on completion of work upto roof level.

The Bank shall release subsequent disbursement only after the verification of work.

In case finance for other purpose the loan shall be disbursed as per the demand raised by selling agency or need of the borrower.



2- The Borrower shall repay the amount of loan as per arrangement/sanction letter which forms part of this Agreement in equated monthly instalments of Rs. ....  
. This equated monthly instalment also includes interest component. The Equated Monthly Instalments will have to be paid till the entire loan and the interest is fully repaid. Further, the amount of Equated Monthly Instalment change/increase as may be decided by the Bank.

3- The borrower shall pay Interest on the amount of the loan at the rate of.....percent per annum with Quarterly/ Half yearly rests, calculated on the highest monthly balance. Such interest will start accruing from the date of disbursement of the loan or the date of disbursement of the first instalment of the loan where such loan is paid in instalments.

In case the account becomes irregular on account of non payment of instalments or otherwise, the borrower agrees to pay penal interest @ 2% per annum with Quaterly/ Half yearly rests on the amount then outstaying under the loan or on the defaulted amount, as the case may be. Penal interest is payable over and above agreed interest.

4- The Borrower agrees to pay interest at such rate as may be notified by the bank from time to time according to the Bank's usual practice.

5- If the loan amount has been utilized by the Borrower for purchase of ready built house/ flat, the Borrower shall pay the first such monthly instalment after 2 months from the date of disbursement of loan. The subsequent monthly instalments shall be paid before the last day of each subsequent month. If the loan amount has been utilized for construction of/ additions to house/ flat, the Borrower may be permitted to pay the first such monthly instalment till 2 months after the month in which the house/ flat has been completed or on the expiry of 12 months from the date of disbursement of the first instalment, whichever may be earlier. The subsequent monthly instalments will be paid before the expiry of each subsequent month.

6- The Borrower declare and confirm that the amount of the loan or the balance then outstanding shall become payable at once in case of my death or death of anyone of us. In case of death, the Bank may, at its discretion, continue the loan provided sufficient collateral security is furnished by his/ their legal heirs/ surviving borrower(s) or some satisfactory arrangement for repayment acceptable to the Bank has been made by my legal heirs/surviving borrower(s).

7- The Borrower has shall arrange for the payment of the equated monthly instalment from my/ our monthly salary or in whatever manner as the Bank may deem fit.

8- The Borrower has executed in favour of the Bank a letter of authority, addressed to my/our employers to recover and pay to the Bank the equated monthly instalment from my/our salary every month\*.

*\* Delete if not appropriate.*

9- The Borrower declares and confirm that on his/their retirement, the outstanding amount of the loan sanctioned to me will become repayable at once. The Bank may, at its discretion, continue the loan provided satisfactory arrangement for repayment, acceptable to the Bank has been made by him/them.

10- In the event of the cessation of his/ their business/ service with his/ their employers by way of resignation or otherwise (except as a result of death or retirement), The Borrower undertake to repay to the Bank forthwith on demand the balance principal amount of the loan, or the balances



then outstanding whichever is higher.

11- In the event of his/their ceasing to be in service of his/their employer whether by retirement, resignation, death or by operation of law or for any other reason or cause whatsoever and howsoever the bank shall be entitled at its discretion, to write to his/their employers to recover the loan from any amount which may then be payable to him/them by his/their employer.

12- The Borrower will not sell, assign, mortgage, charge or in any way encumber or alienate the said flat/house/land or any part thereof so long as the borrower is indebted to the bank, in the said loan account without prior of the bank in writing. The Borrower under take to give prior intimation to you before letting out/giving on leases the said flat/ house.

13- The Borrower under takes not to raise any loan purchase/ constriction/ repairs/renovation/ additions/alteration of house/ flat and/ or for his productive activity from any institution other than UDHAM SINGH NAGAR DISTRICT CO-OPERATIVE BANK LTD. ....

14- The Borrower under takes to execute Mortgage Deed/ create equitable mortgage by deposit the Title Deed of the property detailed in schedule- I herein below as may be required by the Bank, as security for the loan. Where creation of equitable mortgage is not possible, the borrower shall create a legal mortgage by execution and registration of proper Deed of Mortgage, of all my rights, title and interest in the flat/house/land purchased by me/us in such form as may be approved by the Bank.

15- The Borrower shall maintain the flat/house in good condition at his/ their cost at all times so long as he/ they is/are indebted to the Bank and that he/they will ensure that the Bank's security is not in any way jeopardized. he/they shall duly and punctually pay the charges, if any, payable to the co-operative Society and also all the municipal taxes, charges, etc. from time to time payable by him/ them in respect of the flat/house/land. The Bank shall be at liberty to inspect the flat/house/ land at any reasonable hours of the day and he/they shall furnish all such information.particulars whatsoever as and when called upon to do so by the Bank.

16- The Borrower shall fully insure the property to be purchased/ constructed against loss, damage by fire, riots and other hazards like flood, cyclone, lightning, explosion, earthquake risks and if required by the Bank against any other insurable risks in the joint name of borrower and the Bank as Mortgagor and Mortgagee respectively with the usual Bank clause till realization in full of the loan liability of the borrower. In case the borrower falls to insure the said property, it will be open to the Bank to get the same insured as aforesaid and debit the amount of premium to borrower's account which shall there upon for the purpose of this agreement be treated as part and partial of the principal amount advanced. The borrower shall deliver copies of the insurance policies, cover notes, premium receipts etc., to the bank.

17- The Borrower further agree that the bank shall have a right to receive all moneys payable under any insurance policy or any claim made there under and to give a valid receipt on his behalf and that the amount so received shall be credited to his/ their loan account and the borrower will not be entitled to raise any question in this regard.

18- That it will be the duty and responsibility of the borrower to obtain the necessary permission of the vendor and or any authority and the permission from the competent authority under the Urban Land Ceiling and Regulation Act 1976, if required, to create the security hereby agreed by him to



created in favour of the Bank and it will be open to the Bank to refuse to disburse the loan until and unless the same is/ are obtained and submitted to the Bank.

19- The Borrower shall abide by the terms and conditions of the sanction of the loan to him/ them as mentioned in the arrangement letter/ sanction letter which forms part of this agreement and also to the rules for such loans which are now in force and also those which may be altered, revised, amended, added from time to time by the Bank.

20- The undertakings, authority and agreements herein contained shall be irrevocable so long as the borrower continue to be liable to the Bank in the said loan account.

21- The Borrower agrees that as precondition of the loan advances given to him/ them by the Bank, that in case of default in repayment of the loan and interest thereon, the Bank will have an unqualified right to disclose or publish his/ their name(s) as defaulter in such manner and through such medium as the Bank may think fit.

22- The Borrower declare that I have understood all the terms and conditions for the sanction of this loan and agree to abide by the same and also by the rules and regulations which may be issued by the Bank in future from time to time and in the event of his/ their failing to do so, the Bank will have a right to recall the advance without prejudice to the Bank's right to take such appropriate action as the Bank may deem it fit and proper.

23- In case of any dispute as to clarification on this agreement, the borrower agrees to refer the dispute to Registrar, Co-operative Societies Uttarakhand whose decision in this regard shall be final and abiding

### **SCHEDULE - I - (Schedule of property)**

IN WITNESS HEREOF the parties hereto have set their hands on the day, month and year written above At.....place).

#### **WITNESS**

#### **Borrower (s)**

SIGNATURE (1).....

SIGNATURE (1).....

NAME.....

NAME.....

ADDRESS.....

ADDRESS.....

.....

.....

SIGNATURE (2).....

SIGNATURE (2).....

NAME.....

NAME.....

ADDRESS.....

ADDRESS.....

.....

.....





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

## AGREEMENT OF GUARANTEE

**THIS AGREEMENT OF GUARANTEE MADE AT**.....on the.....  
 day of.....20..... between Shri/Smt./Km.....  
 Son/wife/Daughter of Shri.....R/O.....  
 .....and Shri/Smt./Km. ....  
 Son/wife/Daughter of Shri.....R/O.....  
 .....(hereinafter called "the guarantors" Which term shall, wherever the  
 context so permits means and include his/their heirs, successors, executors, administrators and  
 assigns) of the first part and Udhham Singh Nagar District Co-operative Bank Ltd.....,  
 a co-operative Bank registered under co-operative societies Act. having its H.O.  
 at.....and one of its branches at.....(hereinafter called  
 " the Bank" Which term shall wherever the context so permits, means and include its successors  
 and assigns) of the second part.

WHEREAS at the request of the Guarantor(s), the Bank has agreed to sanction housing  
 loan for construction/purchase/renovation and alteration of the house/flat to Shri/Smt./Kumari.....  
 .....S/O, W/O, D/O.....  
 R/O.....(hereinafter  
 called the Borrower(s) on the terms and condition contained in the sanction letter AND whereas  
 the guarantor(s) have agreed to guarantee of the amount due to the Bank in respect of the said  
 house loan Rs.....(Rupees.....)

### NOW THIS INDENTURE WITNESSTH AS UNDER :

1- That is consideration of the Bank having agreed to grant at the request of guarantor(s) as  
 advance of Rs.....(Rupees.....) by  
 way of loan to the borrower for construction/purchase/renovation and alteration of the house/flat  
 situated at.....  
 ..... (Detailed particulars of property are to  
 be stated.) I/We "the guarantors" hereby guarantee repayment of all moneys at any time payable  
 by the Borrower to the Bank in respect of the said loan made to the Borrower with interest  
 thereon and the due performance and observance by the Borrower of the terms pertaining to the  
 loan including the House Loan Agreement dated.....executed by the Borrower in favour  
 of the Bank, and the terms and conditions contained in the arrangement/sanction letter  
 dated..... issued by the Bank to the borrower (hereinafter called the said agreement)  
 and the payment of all costs and expenses incurred by the Bank in relation thereto and I/We also  
 agree to pay and make good to the Bank on demand all losses, costs, damages and expenses  
 occasioned to the bank by reason of non-payment of the said moneys, costs and expenses or any  
 part thereof or the branch, non-performance or non-observance of any of the terms under the said



agreement as aforesaid, subject to the terms and conditions hereinafter contained.

2- That my/our liability under this guarantee is co-extensive with that of the Borrower as if I/We were the principal debtor(s) of the Bank and the amount due under this agreement will be recoverable from me/us without any recourse to the Borrower and it shall not be obligatory on the Bank to call upon the Borrower to pay the amount first or to take any action against the borrower before enforcing the guarantee against me/us nor shall it be necessary for the Bank to join the Borrower in any suit against me/us. I/We further agree that the guarantee given thereunder is irrevocable and enforceable notwithstanding any dispute or any suit that may be pending between the Bank and the Borrower.

3- That the guarantee given shall be continuing one.

4- That on demand being made by the Bank for the payment of any amount under this guarantee the same shall be paid without demur or protest by me/us and the notice for the claim sent to me/us shall be conclusive of the amount due from me/us under the terms of the guarantee.

5- The Bank shall be at liberty and without the consent or knowledge of me/us at anytime or from time to time to grant to the Borrower or any person liable for him any time or indulgence and to determine enlarge or vary the amount of the loans and advances to take or not to take and if taken to vary exchange or take other security or release or part with any securities held or to be held by the Bank for or on account of the loans and advances or any part thereof and to compound or made any other arrangement with the Borrower or any person so liable with or for the Borrower without releasing or discharging and/or in any manner affecting my/our liability under the guarantee.

6- That the guarantee hereby given is independent and distinct from any security that the Bank has taken or may take in any manner whatsoever whether it be by way of hypothecation, pledge and/or mortgage and/or any other charge over goods, book, debts, movables and other asset and/or any other property movable or immovable. I/We have not given the guarantee upon any understanding, faith or belief that the Bank has taken and/or may hereafter take any or other such security and that notwithstanding the provisions of Sections 140 and 141 of the Contract Act, 1872 or any other provision of that Act or any other law.

7- That without prejudice to the effect in any manner whatsoever of the foregoing clause, where the loans and advances are secured or intended to be secured in any manner whatsoever by or over any property movable or immovable whatsoever by way of hypothecation, pledge and/or mortgage of and/or any charge over goods, book, debts, movables and other assets by or under any agreement(s) or letter(s) or otherwise I/We will not be concerned in any manner with any or other such security that the Bank has taken or proposes to take or may take and that the Bank's failure requiring or obtaining any or other such security or in the observance or performance of any of the stipulations or terms contained in any Agreement(s) if any or letter(s) and the default of the Bank in requiring or endorsing the observance or performance of any of the said stipulations or terms shall not have the effect of releasing me/us from my/our liability and/or prejudicing the Bank's rights or remedies against me/us under the Agreement or otherwise.



8- That the Bank shall be at liberty to take other securities for the loans and advances or any part thereof and to release or forbear to enforce all or any of its remedies upon or under such securities and any collateral security or securities now held by the Bank and that no such release or forbearance as aforesaid shall have the effect of releasing me/us from my/our liability or of prejudicing the Bank's rights and remedies against me/us under the terms of the guarantee and that I/We shall have no right to the benefit of any other security that may be held by the Bank until the claim of the Bank against the Borrower in respect of the loans and advances and of all the other claims (if any) of the Bank against the Borrower on any other account whatsoever shall have been fully satisfied and then in so far only as such security shall not have been exhausted for the purpose of realizing the amount of the said Bank's claims and rateably only with other guarantors or other persons (if any) entitled to the benefit of such securities respectively.

9- That notwithstanding anything contained in Section 133 of the Contract Act or in any other provisions of law, I/We will not claim to be discharged to any extent because of the Bank varying any of the terms and conditions whether contained in any Agreement(s) or letter(s) and on which the loan has been made to the Borrower and for this purpose and in particular any excess drawings over and above the sanctioned limit of the loans advances allowed by the Bank at or without the specific request of the Borrower shall not discharge me/us from my/our liability under this guarantee.

10- The guarantor(s) hereby agree(s) that notwithstanding any variation made in the terms of the Loan Agreement dated.....or any other Agreement or letter inter alia including variations in the rate of interest, extending the date of payment of the instalments and on which the loan has been made or any composition made between the Bank and the Borrower or any agreement on the part of the Bank to give time to or not to sue the Borrower or the Bank parting with any of the securities given by the Borrower, the Guarantor(s) shall not be released or discharged of his/their obligations under this Guarantee provided that in the event of any such variation or composition or agreement the liability of the Guarantor(s) shall notwithstanding anything herein contained be deemed to have accrued and the Guarantor(s) shall be deemed to have become liable hereunder on the date or the dates on which the borrower shall become liable to pay the amount/amounts due under the above referred to Agreements as a result of such variation or composition or agreement.

11- That if the Borrower shall become insolvent, bankrupt or makes any arrangement or composition with creditors the Bank (notwithstanding payment to the Bank by me/us or any other person of the whole or any part of the amount hereby secured) rank as creditor and any prove against the estate of the Borrower for the full amount of all the Bank's claims against the Borrower or agree to and accept any composition in respect thereof and the Bank may receive and retain the whole of the dividends, compensation or other payments thereof to the exclusion of all my/our rights as guarantor(s) for the Borrower in competition with the Bank until all the Bank's claims are fully satisfied and I/We will not be paying off the amount payable by me/us of the full amount payable by me/us notwithstanding any such proof or composition as aforesaid.

12- The guarantor shall not stand discharged by transfer of the loan account of the borrower from one branch to another and such transfer of the account shall not be deemed as a variation of the



terms of the contract.

13- That any notice by way of demand or otherwise may be given by the Bank to me/us sending the same by post and addressed to me/us and the notice shall be deemed to have been given at the time when it will be delivered in the ordinary course of post and it will be sufficient in order to prove service of any such notice and to prove that the envelope containing the same was posted and the certificate signed by any officer duly authorized by the Bank in this regard that the envelope was posted, shall constitute such proof.

14- That the guarantee herein contained shall not be determined or affected by the death of the guarantor(s) hereunder but shall in all respects and for all purposes be binding and operative on his/their successor(s)/ heir(s) and assigns until repayment of all moneys secured by and due to the Bank under the said loan granted to the Borrower.

15- We further agree that we shall be jointly and severally liable to the bank for the entire outstanding in respect of the said loan and that the Bank shall be at liberty to sue either or any of us in respect of such liability without joining the other or others of us and notwithstanding any decree in any such suit subsequently to sue the other or others of us and to proceed to judgment and execution at the option of the Bank until its claim is fully satisfied.

16- In case of any dispute as to clarification to this agreement, the matter shall be referred to the Registrar, Co-operative Societies, Uttaranchal, whose decision in this regard shall be final and binding.

IN WITNESS HEREOF the parties hereto have set their hands on the day, month and year written above At.....

**WITNESS**

**Guarantors (s)**

SIGNATURE (1).....

SIGNATURE (1).....

NAME.....

NAME.....

ADDRESS.....

ADDRESS.....

.....

.....

SIGNATURE (2).....

SIGNATURE (2).....

NAME.....

NAME.....

ADDRESS.....

ADDRESS.....

.....

.....



Application for Nominal Membership

# Udhm Singh Nagar Distt. Co-operative Bank Ltd.; Rudrapur

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

To,

**UDHAM SINGH NAGAR DISTT. CO-OP. BANK LTD.**

H.O. Haldwani.....

.....Branch

Gentlemen

- 1- I.....hereby apply to become a nominal member of your Bank and sent herewith sum of Rs. 1/- only as fee in terms of the bye-laws of the Bank. I hereby authorise you to place my name on the register of nominal members in case the application is granted.
- 2- I am qualified to be a member of the Bank in terms of bye-laws of the Bank and stat, that I shall be bound by the existing bye-laws of the Bank and by any modification of or addition to such bye-laws that may be legally effected during the period of membership of the Bank.

Name in full.....age.....

(Shares will not be allotted on Joint names)

Father's Name.....

Profession or business.....

Address in full.....

Yours faithfully

Dated.....

Signature

Admitted

Branch Manger

Nominal Member No.....

Specimen Signature from :-

Name..... Father's Name.....

Specimen ..... 1..... 2..... 3.....

Address.....

Dated.....20.....



Application for Nominal Membership

**Udhm Singh Nagar Distt. Co-operative Bank Ltd.; Rudrapur**  
(Registered under the Co-operative Societies Act. 11 of 1912)

To,

**UDHAM SINGH NAGAR DISTT. CO-OP. BANK LTD.**

H.O. Haldwani.....

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1- I.....hereby apply to become a nominal member of your Bank and sent herewith sum of Rs. 1/- only as fee in terms of the bye-laws of the Bank. I hereby authorise you to place my name on the register of nominal members in case the application is granted.

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

Name in full.....age.....

(Shares will not be allotted on Joint names)

Father's Name.....

Profession or business.....

Address in full.....

Yours faithfully

Dated.....

Admitted  
Branch Manger

Signature

Nominal Member No.....

Specimen Signature from :-

Name..... Father's Name.....

Specimen ..... 1..... 2..... 3.....

Address.....

Dated.....20.....



**Udham Singh Nagar Distt. Co-operative Bank Ltd.; Rudrapur**  
(Registered under the Co-operative Societies Act. 11 of 1912)

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- 1- I.....hereby apply to become a nominal member of your Bank and sent herewith sum of Rs. 1/- only as fee in terms of the bye-laws of the Bank. I hereby authorise you to place my name on the register of nominal members in case the application is granted.
- 2- I am qualified to be a member of the Bank in terms of bye-laws of the Bank and stat, that I shall be bound by the existing bye-laws of the Bank and by any modification of or addition to such bye-laws that may be legally effected during the period of membership of the Bank.

Name in full.....age.....  
(Shares will not be alloted on Joint names)

Father's Name.....

Profession or business.....

Address in full.....

Yours faithfully

Dated.....

Admitted
Branch Manger

Signature

Nominal Member No.....

Specimen Signature from :-

Name..... Father's Name.....

Specimen ..... 1..... 2..... 3.....

Address.....

Dated.....20.....



## Arrangement / Sanction Letter - Housing Loan

From - Branch Manager  
Udhham Singh Nagar District Co-operative Bank Ltd.  
Branch.....  
L.No...../ Housing Loan/

To,  
Shri/Smt./ .....  
.....  
Date : .....

Dear Sir,

### Ref. :- Sanction of House Loan

With reference to your application dated..... we hereby sanction you a House Loan of Rs. ....(Rupees.....only) on the following terms and conditions :-

#### 1- Purpose :-

The loan is sanctioned to you for the purpose of Purchase/construction/Extension/repairs of new/second-hand residential house/flat at the following address :-

.....

.....

#### 2- Margin : %

3- Rate of interest : Interest on the loan will be charged at.....% p.a. on highest monthly reducing balance at half yearly rests. In the event of a default in payment or any irregularity in account, the Bank reserves the right to levy Penal Interest, as it deems fit.

4- Repayment : The loan is to be repaid in Equated Monthly Instalment of Rs. .... The repayment of instalment commences (a) 2 months after completion of construction or after twelve months from disbursement of first instalment, where loan is release in instalments, whichever is earlier (b) 2 months after the purchase of House. Your liability to the bank will be extinguished only when the outstanding in the loan account becomes Nil, on payment or residual amount, if any :

#### 5- Security : The loan will be secured by :

Equitable/Registered mortgage of the land and building situated at..... for which the loan has been sanctioned, valued at Rs. .... belonging to Shri/Smt./Km. .... S/o/W/o/D/o..... in favour of the Bank.





Equitable/Registered mortgage of the land and building situated at.....

for which the loan has been sanctioned, valued at Rs. ....

belonging to the Guarantors) Shri/Smt./Km. ....

S/o/W/o/D/o.....&

Shri/Smt./Km. ....

S/o/W/o/D/o.....in favour of the Bank.

Third Party Guarantee of .....

**6- Utilization of the loan** : The amount of the loan shall be utilized strictly for the purpose detailed in your application and in the manner prescribed. The construction of the house/flat or the modification/ extension proposed by you in the existing house/flat should be strictly according to the plan approved by the Local Authorities/Town Planning and Development Authorities. Any modification desired in the scheme as originally approved, can be undertaken only after express sanction for it has been obtained in writing from the Bank.

**7- Insurance** : The house/flat shall be insured comprehensively for the market value covering fire, flood etc. in the joint names of the Bank and the borrower.

**8- Inspection** : The Bank will have the right to inspect, at all reasonable times, your property by an officer of the Bank or a qualified auditor or a technical expert as needed by the Bank and the cost thereof shall be borne by you.

**9- Legal expenses etc.** : All legal expenses, like solicitor's and lawyer's fees, valuer's fees, insurance premia, stamp duty, registration charges and other incidental expenses incurred in connection with the loan should be borne by you.

**10- Disbursement** : The loan will be disbursed only on the following conditions :

Title of the property proposed to be mortgaged is clear, absolute, unencumbered and marketable to the satisfaction of the Bank's solicitor and a valid mortgage (equitable or registered if equitable mortgage is not possible) has been created in favour of the Bank.

All the security documents prescribed have been executed by you/coapplicant(s)/ guarantor(s).

The loan will be disbursed as under :

- i) 30% on execution of loan documents.
- ii) 30% on completion of work upto plinth level.
- iii) 30% on completion of work upto door level.
- iv) 10% on completion of work upto roof level.



The Bank shall release subsequent disbursement only after the verification of work.

In case finance for other purpose the loan shall be disbursed as per the demand raised by selling agency or need of the borrower.

11- The loan is also subject to other terms and conditions that may be prescribed by the Bank from time to time.

Please call on us on any working day to execute the documents. The duplicate copy of this arrangement letter may please be returned to us duly signed by you and the guarantor(s) in token of acceptance of the terms and conditions detailed herein.

Yours faithfully

**Branch Manager**

Received the original. Terms and conditions accepted.

Borrower(s) signature - (1) .....(2).....

Date : .....

Terms and conditions of the loan are noted.

Guarantor(s) signature - (1) .....(2).....

Date : .....



# Arrangement / Sanction Letter - Housing Loan

From -  
Branch Manager  
Udhampur Singh Nagar District Co-operative Bank Ltd.  
Branch.....  
L.No..... / Housing Loan/

To,  
Shri/Smt./ .....  
.....  
Date : .....

Dear Sir,

## Ref. :- Sanction of House Loan

With reference to your application dated.....we hereby sanction you a House Loan of Rs. ....(Rupees.....only) on the following terms and conditions :-

### 1- Purpose :-

The loan is sanctioned to you for the purpose of Purchase/construction/Extension/repairs of new/second-hand residential house/flat at the following address :-

.....

.....

### 2- Margin : %

3- Rate of interest : Interest on the loan will be charged at.....% p.a. on highest monthly reducing balance at half yearly rests. In the event of a default in payment or any irregularity in account, the Bank reserves the right to levy Penal Interest, as it deems fit.

4- Repayment : The loan is to be repaid in Equated Monthly Instalment of Rs. .... The repayment of instalment commences (a) 2 months after completion of construction or after twelve months from disbursement of first instalment, where loan is release in instalments, whichever is earlier (b) 2 months after the purchase of House. Your liability to the bank will be extinguished only when the outstanding in the loan account becomes Nil, on payment or residual amount, if any :

### 5- Security : The loan will be secured by :

Equitable/Registered mortgage of the land and building situated at..... for which the loan has been sanctioned, valued at Rs. .... belonging to Shri/Smt./Km. .... S/o/W/o/D/o.....in favour of the Bank.



Equitable/Registered mortgage of the land and building situated at.....

for which the loan has been sanctioned, valued at Rs. ....

belonging to the Guarantors) Shri/Smt./Km. ....

S/o/W/o/D/o.....&

Shri/Smt./Km. ....

S/o/W/o/D/o.....in favour of the Bank.

Third Party Guarantee of .....

**6- Utilization of the loan :** The amount of the loan shall be utilized strictly for the purpose detailed in your application and in the manner prescribed. The construction of the house/flat or the modification/extension proposed by you in the existing house/flat should be strictly according to the plan approved by the Local Authorities/Town Planning and Development Authorities. Any modification desired in the scheme as originally approved, can be undertaken only after express sanction for it has been obtained in writing from the Bank.

**7- Insurance :** The house/flat shall be insured comprehensively for the market value covering fire, flood etc. in the joint names of the Bank and the borrower.

**8- Inspection :** The Bank will have the right to inspect, at all reasonable times, your property by an officer of the Bank or a qualified auditor or a technical expert as needed by the Bank and the cost thereof shall be borne by you.

**9- Legal expenses etc. :** All legal expenses, like solicitor's and lawyer's fees, valuer's fees, insurance premia, stamp duty, registration charges and other incidental expenses incurred in connection with the loan should be borne by you.

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Title of the property proposed to be mortgaged is clear, absolute, unencumbered and marketable to the satisfaction of the Bank's solicitor and a valid mortgage (equitable or registered if equitable mortgage is not possible) has been created in favour of the Bank.

All the security documents prescribed have been executed by you/coapplicant(s)/guarantor(s).

The loan will be disbursed as under :

- i) 30% on execution of loan documents.
- ii) 30% on completion of work upto plinth level.
- iii) 30% on completion of work upto door level.
- iv) 10% on completion of work upto roof level.



The Bank shall release subsequent disbursement only after the verification of work.

In case finance for other purpose the loan shall be disbursed as per the demand raised by selling agency or need of the borrower.

11- The loan is also subject to other terms and conditions that may be prescribed by the Bank from time to time.

Please call on us on any working day to execute the documents. The duplicate copy of this arrangement letter may please be returned to us duly signed by you and the guarantor(s) in token of acceptance of the terms and conditions detailed herein.

Yours faithfully

**Branch Manager**

Received the original. Terms and conditions accepted.

Borrower(s) signature - (1) .....(2).....

Date : .....

Terms and conditions of the loan are noted.

Guarantor(s) signature - (1) .....(2).....

Date : .....



## FORWARDING LETTER TO SUBMIT ORIGINAL TITLE DEED

Branch Manager

Udhampur Singh Nagar District Co-operative Bank Ltd.

Branch.....

Date.....

Reg : Grant of loan to Sri .....

**Ref : Deposit of original title deed with your branch on.....**

Dear Sir,

In order to collaterally secure the loan of Rs. ....(Rupees .....  
.....) only, sanctioned by the Bank to me and I had  
on.....deposited the following documents of title of my plot of land/house/  
flat No.....situated at.....with your branch.

### DETAILS OF THE DOCUMENTS DEPOSITED BY ME

- (i) Original title deed of the plot No. ....property No.....situated  
at.....
- (ii) Original Khatauni of the property.
- (iii) Affidavit of the undersigned.
- (iv) Non-encumbrance report of Sri.....  
Advocate.....
- (v) Receipt issued by the Registrar office.....in  
respect of the inspection of the Deed.

*Kindly confirm having received the above said documents.*

Yours faithfully

Encl :



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

*(To be filled before the Bank in case of equitable mortgage)*

## AFFIDAVIT

I..... aged  
about.....years, Son of Sri..... resident  
of.....do hereby  
solemnly confirm and state on oath as under :

1. That the deponent is the owner of the plot of land/house/building/flat Bearing No. ....  
.....situated at..... And  
the building constructed/purchased thereon bearing No. ....  
(hereinafter referred to as the said property).
2. That the said plot of land was purchased by the deponent out of his own self-acquired  
income and the deponent is the absolute owner of the same.
3. That the deponent assures that he has good subsisting, clear, unencumbered and  
marketable title in respect of the said plot of land/said property and that the said plot of  
land/said property is not subject matter of any court litigation, nor it is attached in any  
decree or order of any court of law.
4. That the deponent further assures that he is competent and capable of creating equitable  
mortgage in respect of the said plot of land/said property in Bank's favour.
5. That the deponent out of his own free-will has agreed to deposit the original title deed of  
the said plot of land/said property of Bank's favour for creating equitable mortgage for  
the advances made or to be made by the Bank to the deponent.
6. That the deponent undertakes that so long the dues of the bank with interest and other  
charges are not paid off the deponent would not encumber the said plot of land/said  
property and would keep the same in good and subsisting condition.
7. That the bank shall have its first charge and lien on the said plot of land/said property  
including the improvement, which may be made by the deponent on the said plot of  
land/said property.



8. That the deponent hereby waives all illegalities and irregularities, if any, in creation of equitable mortgage by the deponent in Bank's favour.

**Deponent**

### VERIFICATION

I/We above named deponent do hereby verify that the contents of Paras 1 to 8 of this affidavit are true to my personal knowledge. Nothing has been concealed in it so help me God.

**Deponent**

Signed and verified this.....day of 20.....at  
place.....

I identify the deponent who has signed before me.

**Advocate**

***(Note - To be verified by the Notary)***





**EQUITABLE MORTGAGE-DEPOSIT of deeds to source a given sum and interest**

**repayable within a fixed period.**

THIS EQUITABLE MORTGAGE IS MADE ON THE.....day of.....20....  
 BETWEEN.....of the one part  
 and UDHAM SINGH NAGAR DISTRICT CO-OPERATIVE BANK LTD. (Branch.....)  
 of the other part.

WHERE AS THE SAID..... Co-operative Bank Ltd. has  
 advanced to the said Shri.....  
 The sum of Rs. ....(Rupees.....).  
 The receipt whereof said.....Co-op. Bank Ltd. now in consideration  
 of such advances aggregating the aforesaid sum of Rs. ....(Rupees.....  
 ..... ) and for further securing the repayment thereof, on demand, with  
 interest therein, at the rate of.....per annum from the date deposited  
 with the said Udham Singh Nagar District Co-operative Bank Ltd. the deeds and documents pertaining  
 to this title to.....

.....and do hereby charge the premises comprised  
 in the said deeds of documents with the repayment of the said sum of Rs. ....  
 (Rupees.....) with interest thereon at the rate of..... per annum.  
 Such interest to be payable monthly along with principal on or before 10<sup>th</sup> day of each month.

**AND IT IS HEREBY AGREED AS FOLLOWS :**

1. That should any interest remain unpaid for a period of more than six months from its accrual  
 and or after the expiry of the period specified herein the said Udham Singh Nagar District Co-operative  
 Bank Ltd. shall have the right to call in or enforce payment of the same due under this mortgage.

2. That.....shall pay the interest as stated above and on failure shall  
 be added to the principle, such principle shall in any case be repaid in monthly instalments of  
 Rs.....(Rupees.....) Only commencing  
 from.....

3. That the said.....  
 .....  
 shall on demand by the said Udham Singh Nagar District Co-operative Bank Ltd. and his cost excute  
 a SIMPLE MORTGAGE of the property hereby mortgaged on the terms and conditions as to interest  
 and manner of payment specified herein and such other conditions as may be imposed by Udham  
 Singh Nagar District Co-operative Bank Ltd.

IN WITNESS WHEREOF the said.....  
 .....have hereby signed at.....  
 the day and year first above mentioned.....WITNESS.

MORTGAGEE