

THE ORISSA STATE CO-OPERATIVE BANK LTD.,  
H.O. Pandit Jawaharlal Nehru Marg,  
Bhubaneswar - 751 001

..... BRANCH

Affix  
photograph  
of the Applicant  
(Must be signed  
on the front side)

Affix  
photograph  
of the Spouse  
(Must be signed  
on the front side)

**OSCB EASY LOAN APPLICATION FORM**

(Personal loan scheme for Salary Earners)

Affix  
photograph  
of the Guarantor  
(Must be signed  
on the front side)

**1. APPLICANT'S INFORMATION :**

- (i) Name (IN BLOCK LETTERS)
- (ii) Father's Name :
- (iii) Spouse's Name :

**2. ADDRESS :**

(i) **Permanent :**

Plot No ..... At ..... P.O .....  
Dist ..... Pin ..... Tel .....

(ii) **Present :**

Plot No ..... At ..... P.O .....  
Dist ..... Pin ..... Tel .....  
e-mail Address, if any ..... Mobile .....

**3. DATE OF BIRTH :**

Self			Spouse		
Date	Month	Year	Date	Month	Year
Age			Age		

**4. a) Present post held by applicant :**

b) **Date of retirement**

**5. Membership Particulars :**

a) Date of application for enrolment as nominal member of the Bank.

b) Amount of share paid

**6. Name and full address of the Organisation/Department where employed, with telephone number and email address**

7. Name & Designation of DDO :

Office telephone No of DDO.

Mobile telephone No. of DDO

8. Monthly Income :

- a) Gross Pay of last month
- b) Net Salary of last month  
[Please attach copy of the last month salary slip / certificate]

9. Purpose of Loan :

[Please mention purpose of loan as per OSCB Easy loan scheme)  
(Estimate of repair of house / schedule of expenses / quotation must be attached as per scheme)

10. Amount of loan applied for :

- a) Amount of quotation / estimate of repair of house / schedule of expenses :
- b) Proposed margin
- c) Loan amount Rs. ....

11. Proposed Repayment period ..... year ..... Month  
(maximum 96 months) - -

12. Guarantor's Details

- a) Name
- b) Father's Name
- c) Spouse's Name
- d) Age

No. of dependants :

Name	Relation	Age

(e) Permanent :

Plot No ..... At ..... P.O .....  
Dist ..... Pin ..... Tel .....

(f) Present :

Plot No ..... At ..... P.O .....  
Dist ..... Pin ..... Tel .....  
e-mail Address, if any ..... Mobile .....

[The details of service particulars be furnished]

- g) (i) Particulars of the property and approximate value of the immovable property, if any.
- (ii) Other liabilities to the Branch as a Borrower / Guarantor to other loan.
- h) As a token of confirmation of the above statement and as acceptance to stand guarantor of the above loan I take responsibility of liquidation of the entire loan with interest if the borrower fails to repay.

Signature of the Guarantor : .....

**13. DOCUMENTATION :** (Please submit the following documents along with your application)

- a) Application form :
- b) Photographs of self
- c) Latest Monthly Salary Slip showing deductions of self.
- d) Proof of Identity and Residence (copy of passport, voters I.D. card or Driving license, PAN card, Telephone Bill, Electricity Bill)
- e) Salary Drawing Disbursing Authority, Certificate for deduction of loan installment from the salary bill and pay to the Bank.
- f) Quotation in case of consumer durable / Estimate for repair of house / Schedule of proposed expenditure on account of medical expenses / Education of children / marriage / thread ceremony / funeral expenses.

**14. DECLARATION :**

I/We certify that all information furnished by me / us is true; that I/We have no borrowing arrangements with any Bank except as indicated in this application; that there is no overdues/ statutory dues against me/us except as indicated in this application; that no legal action has been / is being taken against me / us; that I/We shall furnish all other information that may be

required by you in connection with my / our application; that this may also be exchanged with you with any agency you may deem fit; and you, your representatives, or representatives of the National Bank for Agriculture and Rural Development or any other agency as authorized by you, may, at anytime, inspect / verify my / our assets, books of accounts, etc., in our office premises as given above. Further, in case of default in repayment of loan installment, the Bank shall have the right to publicize the details of default with my/our photographs in news papers/ television or any other form of electronic media.

**Signature of the Guarantor**

**Signature of the Applicant**

**FOR OFFICIAL USE**

Received from ..... a  
loan application for ..... loan on date .....

**For Orissa State Co-operative Bank Ltd.,  
.....Branch**

**ORISSA STATE CO-OPERATIVE BANK, ..... Branch .....**

To  
The Branch Manager  
..... Branch, OSC Bank Ltd.

Sub : Recommendation and undertaking of Drawing and Disbursing officer for availing credit facilities  
(Bank finance from OSCB) by the employee Sri .....

1. Name of the Loanee
2. Designation
3. Place of posting with address
4. Date of joining
5. Date of superannuation
6. Permanent Address
7. Purpose of loan
8. Gross Salary
9. Net Salary
10. Required loan amount - -
11. Amt. of loan recommended  
by the DDO :
12. Signature of the Loanee :

I, Sri ..... DDO, Offices of the ..... do hereby certify that the information furnished above is true and correct to the best of my knowledge.

I, undertake to deduct the monthly loan installments from the salary of the employee from the succeeding month of release of loan and remit to the ..... Branch of OSCB in ..... equal monthly installments (..... monthly installments or number of months left for superannuation, whichever is less) after availing a moratorium period of ..... month/year.

I, further, undertake that in case of his/her transfer, the loan installments shall be recovered from the salary in the new station and accordingly, the installments due shall be recorded in the LPC with a request to remit the loan installments to the Branch Manager ..... Branch of OSCB towards adjustment of loan account of the borrower and in case of other contingencies from his future receivables and to pass the same to the Bank for adjustment of the loan account of the loanee.

Signature of DDO verified by me  
**Seal and Signature of Branch Manager**  
..... Branch

Signature of DDO  
**Seal and Signature of the DDO**

**ORISSA STATE CO-OPERATIVE BANK LTD., \_\_\_\_\_ BRANCH**

To  
The Branch Manager,  
..... Branch, OSCB Ltd.

Sub : Recommendation and undertaking of Drawing and Disbursing Officer for recovery of loans from the guarantor against availing credit facilities (Bank finance from OSCB) by the borrower Sri .....

1. Name of the Loanee :
2. Name of the Guarantor :
- (a) Designation :
- (b) Place of posting with address :
- (c) Date of Joining :
- (d) Date of superannuation :
- (e) Permanent Address :
- (f) Gross Salary :
- (g) Net Salary :
- (h) Amt. of loan recommended by DDO in favour of Sri loanee.
- (i) Signature of the guarantor :

I, Sri ..... DDO, Office of ..... do certify that the information furnished above are true and correct to the best of my knowledge. In the event of default in repayment of loan by the borrower, Sri ..... I undertake that the defaulted amount of loan installments for the aforesaid purpose shall be recovered from the salary of the guarantor Sri ..... and be remitted to the Bank till full repayment of the said loan along with interest. In case of his/her transfer the loan

installments shall be recovered from the salary in the new station and accordingly the installments due shall be recorded in his/her LPC to deduct and remit the loan installments to the Branch Manager of OSCB for adjustment of loan account of the borrower and in case of other contingencies from the future receivables of the guarantor and pass on the same to the Bank for adjustment of the loan account of the borrower

Signature of DDO verified by me  
**Seal and Signature of Branch Manager**  
..... **Branch**

Signature of DDO  
**Seal and Signature of the DDO**

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Detail Office address of the Salary disbursing Authority/Employer)

I hereby irrevocably authorize you to handover to the Orissa State Co-operative Bank Ltd., the Cheque/Draft for entire amount which is payable to me out of P.F. / Gratuity of any payable amount etc. immediately after the same has become payable for payment of my loan. Such payment shall be a valid discharge to you for the amount so paid and the same shall be binding on me and my heirs, executors, administrators and so on.

If any further application or letter or a receipt is required from me to authorize or enable you the handover such Cheque/Draft and effect payment as aforesaid, I shall sign the same after being informed thereof by you or by the Bank. In the event of my failure, negligence, commission inability or refusal to do so for any reason or cause what so ever, I hereby irrevocably authorise the Orissa State Co-operative Bank Ltd. \_\_\_\_\_ acting through any of its officers, to sign any such application or letter, receipt or discharge or any other letter or writing required by the office and the same shall be valid and binding on me and shall be a valid authorization receipt and discharge to the office in the same manner as if I had myself signed the same.

**Yours faithfully,**

**Signature of the  
Loanee**

**Copy to :**  
**The Branch Manager,**  
\_\_\_\_\_ **Branch**  
**Orissa State Cooperative Bank Ltd.**  
**for information.**



To

(Detail Office address of the Salary disbursing Authority/Employer)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

I hereby irrevocably authorize you to handover to the Orissa State Cooperative Bank Ltd., the Cheque/Draft for entire amount which is payable to me out of RR / Gratuity of any payable amount etc. immediately after the same has become payable for payment of loan of Sri \_\_\_\_\_ Such payment shall be a valid discharge to you for the amount so paid and the same shall be binding on me and my heirs, executors, administrators and so on.

If any further application or letter or a receipt is required from me to authorize or enable you the handover such Cheque/Draft and effect payment as aforesaid, I shall sign the same after being informed thereof by you or by the Bank. In the event of my failure, negligence, commission inability or refusal to do so for any reason or cause what so ever, I hereby irrevocably authorise the Orissa State Co-operative Bank Ltd. \_\_\_\_\_ Branch acting through any of its officers, to sign any such application or letter, receipt or discharge or any other letter or writing required by the office and the same shall be valid and binding on me and shall be a valid authorization receipt and discharge to the office in the same manner as if I had myself signed the same.

Yours faithfully,

Signature of the  
Guarantor

**Copy to :**

The Branch Manager,  
Orissa State Cooperative Bank  
\_\_\_\_\_ Branch

for information.

**ORISSA STATE CO-OPERATIVE BANK LTD.**  
**BHUBANESWAR - 751001**

Ref. No. \_\_\_\_\_ /

Date \_\_\_\_\_

To  
(Name of Employer)

**VERIFICATION OF EMPLOYMENT**

Dear Sir,

Your employee named herein has applied to us for financial assistance. In order to facilitate his/her getting a loan from us, you are requested to complete Part-II of this form and return it to us to enable us to process his/her application faster, we request you to agree to deduct the loan installment from his/her monthly salary and remit it to the bank. We shall inform you when the loan is disbursed and the deduction is due to commence.

Yours faithfully,

**(Authorised Signatory with seal)**

PART-I REQUEST (Application to fill Part-II only) and return this form with the application) I have applied for a loan from the OSCB Bank and have stated that I am now employed by you. My signature below authorised verification of information in respect of my employment.			
Name of applicant	Employee number (if any)	Designation / Deptt.	Signature of applicant

**PART-II VERIFICATION OF PRESENT (TO BE FILLED BY THE EMPLOYER)**

EMPLOYMENT DATA		ANNUAL PAY DATA		REMARKS
1. Applicant's Name		Basic Pay	Rs.	
a) Date of joining		DA		
b) Date of confirmation		HRA		
c) Retirement age		CCA		
d) Qualifications		Con., Allowance		
e) Date of birth		Commission (if any)		
2. Present Designation		Bonus	Rs.	
3. Probability of continued employment	Good / fair / poor	Other allowance (Please specify)	Rs.	
		Total	Rs.	
4. If bonus, overtime & commission are applicable, the amount that is expected to continue	Bonus	Rs.	Current balance in PF (employee's share)	
	Overtime	Rs.	Pension	Rs.
	Comm- ission	Rs.	Gratuity	Rs.
5. Has applicant applied for / taken a loan from :	If yes, please indicate outstanding		Other	
	Amt.	Monthly Instalment		
a) The employer	Rs.	Rs.	Details of any other monetary benefit of perquisite given by employer may be indicated here	
b) Provident Fund	Rs.	Rs.		
c) Coop. Credit Society of employees	Rs.	Rs.		
d) Has he/she been regular in repayment of these loans	Yes	No.		
6. Should the applicant transfer from rented to his own accommodation will his house rent allowance changes ?	Increase		Rs.	
	Or			
	Decrease			
The above information is provided in strict confidence in re presume in your request				
<b>INDICATE WHETHER THE EMPLOYER WILL DEDUCT THE LOAN INSTALMENT FROM MONTHLY SALARY AND REMIT IT TO BANK</b>				<b>YES / NO</b>
7(a) is the applicant occupying accommodation provided by the employer	Yes / No		SIGNATURE OF THE EMPLOYER AND SEAL	
b) if yes will the benefit continue after the applicant acquire his own accommodation	Yes / No.			
			PHONE :	
			DATE :	

The information on this form is confidential, it is to be transmitted directly to the Bank without passing through the hands of the applicant or any other party.

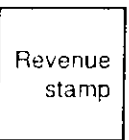
## DEMAND PROMISSORY NOTE

Rs.....

Place .....

Date .....

On Demand, I ..... promise to pay the  
Orissa State Co-operative Bank Ltd ..... or Order  
the sum of Rupees ..... for  
value received with interest from this date at ..... percent per annum with  
..... rests.



(Signature of Borrower)

---

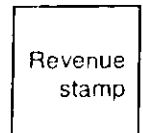
Stamps should be cancelled by the maker writing the name across them together with the true, date of his signature viz; date of this note in addition to his signature on the note.

Rs.....

Place .....

Date .....

On Demand, I / We ..... promise to pay the  
Orissa State Co-operative Bank Ltd ..... or Order  
the sum of Rupees ..... for  
value received with interest from this date at ..... percent per annum with  
..... rests.



(Signature of Guarantor)

# THE ORISSA STATE CO-OPERATIVE BANK LTD.

(Scheduled Bank)

Pandit Jawaharlal Nehru Marg,  
Bhubaneswar - 751 001

## D.P. NOTE DELIVERY LETTER

.....  
.....

Dear Sir,

Please take delivery of the accompanying DEMAND PROMISSORY NOTE dated .....  
..... for Rs.....  
made by ..... in favour of  
**Orissa State Co-operative Bank \_\_\_\_\_ Branch.**

We, further request you to note that we dispense with a notice of dishonour in terms of Section 98 (a) of the Negotiable Instruments Act. 1881, and that in the event of payment not being made on demand the Bank at liberty to give time for payment to either of us without discharging the other of us from liability.

Yours faithfully,

Borrower

Guarantor

## CONTINUITY SECURITY LETTER

Place.....

Date.....

To  
The Branch Manager,  
Orissa State Co operative Bank Ltd.  
\_\_\_\_\_ Branch

Dear Sir,

With reference to the joint and several Demand Promissory Note for Rs.....  
(Rupees .....) only signed by  
me / us in favour of the Bank and handed over to you to be held against the .....  
account In the name of .....  
..... I / We hereby place on record the fact  
that the said demand promissory note is to be treated as continuing security for the balance and  
interest from time to time due to the Bank and the said ..... account  
is not be considered to be closed for the purpose of the security and the security is not to be  
considered exhausted by reason of the said ..... account being brought  
to credit at anytime or from time to time.

I / We confirm to the balance at debit of the account is repay on demand and will bear interest  
at .....

The Account will be operated upon by .....  
..... and the  
indebtedness caused by such drawings from time to time will be binding on me / us jointly and  
severally.

Yours faithfully,

Signature of the loanee

Signature of the guarantor

1.

1.

2.

2.

# THE ORISSA STATE CO-OPERATIVE BANK LTD.

(Scheduled Bank)

Pandit Jawaharlal Nehru Marg,  
Bhubaneswar - 751 001

Dear Sir,

I, Sri/ Smt ..... son / wife of  
Sri ..... date of Birth ..... (Name and  
permanent address of the guarantor) .....

..... agree to give this  
guarantee and in consideration of your having at my request and upon the terms that I give this  
guarantee agreed to grant to the Borrower Sri .....  
son/wife of Sri .....  
(Name and permanent address of borrower) .....

a Loan for Rs ..... (Rupees .....) only  
on the security interalia a Demand Promissory Note signed by the Borrower I do hereby guarantee  
the due repayment by the Borrower to you at .....  
of the monies which may be due and payable to you in respect of the said Loan Arrangement and I do  
hereby jointly and each of us severally agree and undertake that in the event of default on the part of  
the Borrower on payment of principal amount or of interest I shall herewith upon your notifying such  
default to me, such notification to be conclusive as to such default pay to you on DEMAND the whole  
of the Balance due and owing by the Borrower and all costs, charges and expenses as you may be  
lawfully entitled to claim against the Borrower together with interest and other monies due to under  
the said Loan Arrangement including all costs, charges and expenses whatsoever which you may  
incur by reason of any default on the part of the Borrower.

I hereby accord my consent to you to the terms of the said Loan Arrangement being by the mutual  
consent between you and the Borrower in any respect varied and I agree that our liability under this  
guarantee shall in no manner be affected by such variation. You shall have the fullest liberty without  
in any way affecting this guarantee and discharging us from our liabilities to postpone for anytime or  
from time to time and/or to enforce or forbear to enforce payment of principal or interest and or other  
monies due to you by the Borrowers or to grant any indulgence or facility to the Borrowers and we  
shall not be released by any exercise by of your liberty with reference to the matters aforesaid or any  
of term or by any reason of time being given to the Borrower of any other forbearance, act or omission  
on your part or any other indulgence by you to the Borrower or by any other indulgence by you to the  
Borrower or by any other matter or thing whatsoever which under the law relation to sureties would  
but for this surety ship and other rights which we might otherwise to enforce.

All entries in your book of account kept in the ordinary course of your business with regard to the  
payments that may be made by you to the Borrower under the said Loan Arrangement and with  
regard to all interest charges and expenses debited to the Borrower and to be recoverable from the

Borrower shall be conclusive evidence against us of the same being due and payable by the Borrower and ourselves under this guarantee and of the transaction and matters therein appearing and shall be final, conclusive and binding upon.

In order to give effect of this guarantee you shall be entitled to act as if we were the principal debtors to you for all payment hereby guarantee by us as aforesaid.

This guarantee is a continuing one for all amounts agreed to be advanced by you to the Borrower as also all interest, costs and other monies which may from time to time become due and remain unpaid to you by the Borrower hereunder and shall remain in force until all such monies shall be paid up in full with interest costs and other monies.

This guarantee shall ensure for the benefit of your successors and assigns and shall be irrevocable until discharged by us of all our obligations hereunder.

This guarantee is and shall be binding upon us and our respective heirs, executors and administrators.

Dated at ..... this the ..... day of ..... 20 .....

Yours faithfully,

**Guarantor :**

1. Signature .....  
Name .....  
Address .....  
.....  
.....  
Account No .....

**Witness : 1**

Signature .....  
Name .....  
Address .....  
.....

**Witness : 2**

Signature .....  
Name .....  
Address .....  
.....



**For office use only**

Name of the Borrower with designation and name of the Establishment

Name of the Guarantor with designation and name of the Establishment

Name and Designation of the DDO of the Establishment

Cost of Article(s) / vehicle to be purchased : Rs.....(A)

Amount of Margin : Rs.....(B)

Percentage of Margin :  
(Percentage of Applicant's contribution to invoice price)

Amount of Loan (A-B) : Rs.....

Security offered : The loan will be secured by

Primary Security : Hypothecation of Article(s) / vehicle

(Noting of Bank's hypothecation charge in the books of the R.T.O. and registration Book will be essential for vehicle. A copy of the Registration Book also to be furnished after noting of hypothecation charge).

Collateral Security : i) Third Party Guarantee of the Spouse, if married.

ii) Third Party Guarantee of Sri/Smt.

iii) Pledge of Securities listed hereunder :

Nature of Security (e.g. NSC/ LIC Policy/ Fixed Deposits etc.)	Sr. No. of Security	Face Value/ Market Value (Please specify) Rs.	Maturity value Rs.	Date of maturity	Whether lien noted (Yes/ No)

The applicant has already deposited Rs.....towards processing fees as per provisions of the scheme.

**Repayment :**

To be repaid in Equated Monthly Instalments of Rs.....each. The request of the applicant for a loan of Rs.....for purchase of ..... (Mention name of the vehicle/car with model in case of vehicle loan) as contained in the enclosed application is in conformity with the extant scheme of the Bank in this regard. Irrevocable letter of Authority from borrower and guarantor as per Annexure – III and IV and Letter from the Drawing and Disbursing Officer as per Annexure – I and II obtained as a check-off facility with employer is available. The borrower and guarantor/s have been enrolled as nominal members of the Bank bearing membership No.....and .....respectively. The signatures of the DDO, borrower and guarantor along with pay particulars of borrower and guarantor have been verified by the loan / field officer and Branch Manager from the master pay roll / acquittance register of the establishment of the borrower located at .....(Mention detail address of the establishment) as per Head office instruction vide letter No.2209 (14) dated 18.06.2009.

**Rate of interest :**

- Floating @ .....%
- Fixed @ .....%

Recommended for sanction of term loan of Rs..... (Rupees ..... ) in favour of Shri/ Smt. / Kum ..... on terms and conditions noted above.

Sanctioned a term loan of Rs..... (Rupees ..... ) in favour of Shri/ Smt. / Kum ..... on terms and conditions noted above.

**Recommending Authority**

**Sanctioning Authority**

**AGM/ DGM**

**Branch Manager**

Orissa State Cooperative Bank Ltd.  
.....Branch

Orissa State Cooperative Bank Ltd.  
.....Branch

**ORISSA STATE COOPERATIVE BANK**  
-----BRANCH

**VERIFICATION CERTIFICATE**

*(To be attached in the loan file of the applicant)*

I, Sri -----, presently functioning as Branch Manager/Field Officer of ----- Branch of Orissa State Cooperative Bank, visited the office of the applicant, Sri/smt.-----  
----- son/wife of-----  
designation-----, office of the ----- on ----- and discussed with the DDO of the Establishment and verified the pay particulars of Sri/Smt.----- from the Master Pay Roll/Acquittance Register and verified the genuineness of the signature of the concerned DDO of the Establishment.

**Signature of the Branch Manager**

**Signature of the Field Officer**

(To be appropriately stamped as per stamp Act of the State applicable to State and Central Cooperative Bank)

### PERSONAL LOAN AGREEMENT

This PERSONAL LOAN AGREEMENT made on the date and at the place stated in the Schedule hereto

BETWEEN

The "**Borrower**", as defined in the Schedule hereto, of the One Part,

AND

**Orissa State Cooperative Bank Ltd.**, \_\_\_\_\_ **Branch** having its registered office and Head office located in Pt. Jawaharlal Nehru Margin, Bhubaneswar, Orissa, and hereinafter referred to as the "**Bank**" which expression, unless repugnant to the context, shall be deemed to include its successors and assigns, of the Other Part.

WHEREAS

a) The Borrower has applied to the Bank for a loan for the Borrower's professional / personal requirements.

b) The Bank has agreed to grant the loan applied for upon the mutually agreed terms and conditions herein appearing.

NOW THIS AGREEMENT WITNESSES as under:

1. Upon the representations and information provided by the Borrower in the application for the loan made to the Bank, the Bank hereby agrees to lend to the Borrower the sum specified in the Schedule hereto for the professional / personal requirements of the Borrower, which loan is hereinafter referred to as the "**Loan**".
2. The Borrower shall pay a one-time up-front fee specified in the Schedule hereto, which fee shall be deducted by the Bank at the time of disbursement of the Loan. The Borrower agrees that the above fee may also be utilized to partially defray expenses that may be incurred by the Bank towards documentation and other incidental expenses incurred in origination of the Loan.
3. On request of the borrower or otherwise the Bank shall send to the Borrower, a statement of account as of 31st March of each year showing the amount due, the interest charged, and such other particulars as the Bank may deem required. Unless the Borrower notifies the Bank in writing on or before 30th of May each year, of either non-receipt of the said statement or of any discrepancy therein, it shall be presumed that the Borrower accepts the correctness of the statement and the contents thereof.
4. The Loan shall carry interest at the rate specified in the Schedule hereto, with monthly or other rests, on the outstanding balance, in consonance with the policy of the Bank and the guidelines of Reserve Bank of India, with changes in the periodicity of rest, if any, being communicated to the Borrower by the Bank from time to time. The Bank shall in its discretion, be entitled, at any time, with notice to the Borrower, to revise upwards or downwards the rate of interest having regard to applicable regulations, conditions in the money market, availability of lendable funds and cost of funds of the Bank at the relevant time.
5. (a) The Loan shall be repayable forthwith on demand, and accordingly, notwithstanding a repayment schedule for the Loan, the Bank shall have the right to be

paid forthwith on demand the entire Loan along with all other dues, including interest, in respect of the Loan.

(b) Without prejudice to the aforesaid, the Bank, in its absolute discretion, permits the Borrower to repay the Loan, and the interest payable thereon, in monthly installments as per the repayment schedule specified in the Schedule annexed hereto, which installments are hereinafter referred to as "**The Equated Monthly Installments**" or "**EMI**".

(c) The repayment schedule for the Loan is without prejudice to the rights of the Bank to re-compute the interest in case of variation of the same, and on such re-computation payments shall be made by the Borrower in accordance with such amended repayment schedule(s) as may be intimated by the Bank to the Borrower.

(d) In the event of the Loan being availed of on or after the Twentieth (20th) of a month, the Interest payable by the Borrower for the residuary days of the said month may be paid by the Borrower upfront (as specified in the Schedule) or the EMI may be paid by the Borrower on the first (1st) of the English calendar month succeeding the month in which the Loan has been disbursed to the Borrower. It is hereby clarified that in the event the Borrower avails of the first option the Loan shall run for an additional month over and above the Loan tenure.

(e) The Borrower shall reimburse or pay to the Bank, on demand, the amount paid or payable by it to any Governmental authority or any other regulatory agency, whether in India or abroad, on account of any interest tax or other tax, levies, charges etc. levied by such Government authority or agency on the interest or any other amount/service(s) (and/or other charges) payable to the Bank.

6. The due date for the repayment of EMIs shall be 7th of every month following the month of disbursement in respect of the Loan. The post dated cheques/payment instructions shall be presented starting the 1st of every month, however, the Loan of the Borrower shall not be considered past due or attract past due charges/penalty charges / bounce charges, if the payment is received by the 7th of the respective month. Strict compliance with the repayment Schedule is an essential condition for the grant and continuance of the Loan. Any delay in the payment of an EMI shall entail an additional

interest of 2% p.a. above the prevalent rate upon the outstanding balance of the Loan, without prejudice to the other rights of the Bank in respect of such default.

7. The Borrower agrees to issue post-dated cheques (PDCs) ECS and PDCs/ SIs and PDCs (hereinafter referred to as 'Repayment Instructions') for the repayment of the Loan and is fully cognizant that dishonour of cheques is a criminal offence under the law

8. The Borrower acknowledges that the ECS/SI mode of repayment is over and above the PDC's issued in favour of the Bank in advance for the payment of the EMIs and the Bank may at any time at its sole discretion with prior notice to the Borrower make a demand for the repayment to be made by issue of PDC's. The Borrower undertakes that the Borrower shall not revoke the ECS/SI mode for payment of the EMIs during the tenure of this Agreement except with the prior approval of the Bank. In case the Borrower revokes his consent to participate in the ECS/SI mode without obtaining the prior written consent of the Bank, the same shall be deemed to be an Event of Default as mentioned in clause 11 of this Agreement and without prejudice to other rights and remedies available to the Bank under this Agreement and/or under any other applicable law in force, the Bank shall have the right to forthwith recall the Loan without giving any notice to the Borrower. Notwithstanding anything contained herein the Bank shall have the right to initiate criminal action under the laws applicable for the time being in force against the Borrower.

9. The Borrower shall be liable to pay a charge not exceeding Rs. 500/- or such other amount as may be stipulated by the Bank from time to time, for dishonour of any Repayment Instruction on the first presentation of the Repayment Instruction and a further charge not exceeding Rs. 500/- or such other amount as may be stipulated by the Bank from time to time, on dishonour on the second presentation of the Repayment Instruction. This would be without prejudice to the rights of the Bank under the Negotiable Instruments Act, 1881 and other rights of the Bank under this Agreement or otherwise.

10. Any dispute, including about the interest computation, shall not entitle the Borrower to withhold payment demanded by the Bank and/or payment of any EMI.

11. The Borrower agrees and undertakes not to, and warrants and represents to the Bank that the Borrower shall not, utilize the Loan for any antisocial, unlawful, or speculative purposes.

12. The Borrower shall be deemed to have committed an act of default on the happening of inter-alia, any one or more of the following events (hereinafter referred to as "**Event of Default**"):

(a) The Borrower fails to pay the Loan or any fee, charges or costs in the manner herein contained, or any EMI or any other amount due hereunder remains unpaid for a period of 15 (fifteen) days from the date on which becomes due; or

(b) The Borrower commits breach of any of the terms and conditions and/or covenants herein or any misrepresentation to the Bank; or

(c) If a receiver is appointed or attachment is levied for or upon any of the assets of the Borrower or the Borrower, being an individual, has been subjected to the initiation of insolvency proceedings or has been declared an insolvent or, being a corporation, has been subjected to the filing of a petition for its winding-up or has been ordered to be wound up or, being a partnership firm has been subjected to the possibility of dissolution or cessation of business; or

(d) Proceedings by any authority, court of law or professional body or association, for any misconduct or breach/violation of any law or regulations or code of conduct, etc., are taken against the Borrower; or

(e) The Borrower fails to furnish any information or documents that may be required by the Bank; or

(f) If a cheque/ECS/SI in respect of any payment is not paid on the due date thereof; or

(g) The Borrower commits a default of any of the terms and conditions in respect of any other loan or facility provided by the Bank and/or any other bank/financial institution/society etc; or



(h) Where the Borrower, or where the Loan has been provided to more than one Borrower, any of the Borrowers, is Divorced or dies (applicable in case of an individual); or

(i) There is any change in the constitution, management or existing ownership or control of management or of share capital of the Borrower; or

(j) The Borrower or either of them, as the case may be, changes his/her employment or occupation or leaves temporarily or permanently, or while remaining in the same employment, or continuing in the same occupation, is posted or located at a place other than a place acceptable to the Bank; or

(k) The Borrower commits a default under any other agreement or contract entered in to by the Borrower with the Bank or with any third party and the same is not remedied to the satisfaction of the Bank within such time as the Bank may in its absolute discretion specify; or

(l) There exists any other circumstance, which, in the sole opinion of the Bank, jeopardizes the Bank's interests.

13. In the event of the Borrower committing any act of default and/or on the occurrence of any Event of Default as aforesaid, then notwithstanding anything to the contrary herein contained, or in any other agreement, document or instrument between the Borrower and the Bank shall be entitled at its absolute discretion to inter alia:

(a) Call upon the Borrower to pay forthwith the outstanding balance of the Loan together with interest and all sums payable by the Borrower to the Bank under this Agreement and/or any other agreements, documents or instruments between the Borrower and the Bank;

(b) Without any prior or further notice to the Borrower, disclose to the Reserve Bank of India or NABARD or any other authority or any other third person, the name/identity of the Borrower and the fact of the Borrower having committed the act of default with full details thereof;

(e) Exercise the Bank's right of lien and set-off all monies and accounts standing in the Borrower's name in the Bank.

(d) Without prejudice to the above, the Bank shall have the right to proceed against the Borrower independent of any right of lien/set-off to recover the outstanding dues from the Borrower.

14. The Bank shall have the right to recall the Loan at any time at its discretion, without assigning any reasons for such recall, and upon such recall, the Loan and all other amounts stipulated by the Bank shall be payable forthwith.

#### 15. PRE-PAYMENT BY BORROWER

The Borrower may prepay the entire outstanding balance of the Loan after the expiry of the first six (6) months of the Loan tenure. In such an event, the Bank shall be entitled to charge 1%, or any other rate which may be applicable at that time as per the Bank's policy, of the amount so prepaid as a prepayment fee. Prepayment will be applied to EMIs in inverse order of maturity. The interest and any other charges etc. would be leviable till the end of the month in which the prepayment notice expires. The prepayment shall take effect only if cheques have been cleared and proceeds thereof realised by the Bank in clear funds. Any cash payments offered by the Borrower shall be subject to the Bank's sole discretion as to whether or not to accept the same.

16. The Borrower shall be liable for all amounts due and all costs etc. incurred for any recovery proceedings in respect of the Loan.

17. The records maintained by the Bank shall be conclusive proof of the amounts outstanding from and due by the Borrower. A certificate in writing signed by an officer of the Bank stating the amount due at any particular time shall be conclusive evidence as against the Borrower. However, nothing herein shall prejudice the Bank's interests or rights if there is any clerical or arithmetical error in the interest calculations due and payable by the Borrower.

18. Any notice/letter/other document shall be sent by the Bank to the Borrower at the last intimated address of the Borrower and shall be deemed to have been delivered within 48

hours after it has been sent by registered post, under certificate of posting, ordinary post or courier at the discretion of the Bank. All writings from the Borrower to the Bank must be received from the Borrower by the Bank at the address specified in the Schedule.

19. The Borrower shall notify the Bank in writing of any change in the Borrower's address within a week of the said change.

20. The Borrower declares that all information given in the application for the Loan and the supporting documents is absolutely correct and no misrepresentation, either directly or otherwise, has been made. The Bank shall be entitled to take such action as it deems fit in the event the Borrower provides any inaccurate, false information to the Bank and/or misrepresents in any manner whatsoever any inaccuracy or falsehood or misrepresentation on the part of the Borrower.

21. The Borrower shall pay all duties, levies, costs and other expenses incurred or suffered by the Bank in the course of and/or for reason of providing the Loans and/or other sums to the Borrower including the costs, expenses (including attorney's fees) for enforcing this Agreement or for recovery of the Loan and all amounts payable under this Agreement.

22. In case of individuals who are joint Borrowers though only one of them may be a professional or employed, both shall be jointly and severally liable and responsible for fulfillment of all obligations hereunder and the term "Borrower" shall be construed accordingly.

23. The Borrower expressly recognizes and accepts that the Bank shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled and have full power and authority to appoint one or more third parties as the Bank may select and to delegate to such third party all or any of its functions, rights and powers under this Agreement relating to administration of the Loan including the right and authority to collect and receive on behalf of the Bank from the Borrower any payments and other amounts due by the Borrower under this Agreement and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, attending the residence or office of the Borrower or

otherwise contacting the Borrower (including the authorised signatory(ies)/representative(s), Guarantor(s) of the Borrower), receiving cash cheques/drafts/mandates from the Borrower (including the authorised signatory(ies)/representative(s), Guarantor(s) of the Borrower) and giving valid and effectual receipts and discharge to the Borrower. For the purpose aforesaid, the Bank shall be entitled to disclose to any such third parties (including the authorized signatory(ies) / representative(s), Guarantor(s) of the Borrower) all necessary or relevant information pertaining to the Borrower and the Loan and the Borrower hereby consents to such disclosure by the Bank.

Notwithstanding the above, in the event of the Borrower committing any act of default and/or the occurrence of any Event of Default, the Borrower expressly accepts and authorizes the Bank and/or any such third party as the Bank may select to contact any third party(ies) (including the authorised signatory(ies), representative(s), Guarantor(s), the adult family members, secretary, accountants etc. of the Borrower) and disclose all necessary or relevant information pertaining to the Borrower and the Loan and the Borrower hereby consents to such disclosure by the Bank (and/or any such third party as the Bank may select). The Borrower further expressly authorises the Bank (and/or any such third party as the Bank may select) to receive payments or such other security as may be offered by such third parties (including authorised signatory(ies), representative(s), Guarantor(s), the adult family members, secretary, accountants etc. of the Borrower) towards discharge of the Loan.

24. The Borrower hereby agrees that the occurrence of any Event of Default hereunder shall also be treated as an event of default under any other facility being availed by the Borrower from the Bank and the Bank is hereby authorized by the Borrower to retain and to continue to hold and/or set off/realize/sell any assets (including but not limited to fixed deposits and/ or all monies and/or accounts standing in the Borrower's name) of the Borrower held by the Bank as a security and/or otherwise and adjust the proceeds thereof towards repayment of the Loan including any interest and other charges due and payable by the Borrower to the Bank.

25. The Borrower expressly recognizes and accepts that the Bank shall, without reference

to or intimation to the Borrower, be absolutely entitled and have full power and authority, to sell and /or assign to any third party or person as the Bank may decide the Loan and all outstanding dues under this Agreement in any manner, in whole or in part and on such terms as the Bank may decide including reserving to the Bank the power to proceed against the Borrower, on behalf of the assignee or transferee, in the event of default in payment of any amounts due by the Borrower under this Agreement. Any such sale or assignment shall bind the Borrower and the Borrower shall accept the third party as its sole creditor or creditor jointly with the Bank, as the case may be, and in such event the Borrower shall pay to the Bank or such creditor or as the Bank may direct the outstanding amounts due from the Borrower under this Agreement.

26. The Borrower does hereby indemnify and agree to keep indemnified the Bank from time to time and at all times hereafter against all claims, costs, losses and expenses that may be incurred by the Bank by reason of any act or default on the part of the Borrower in respect of the Loan and/or for the recovery of the outstanding dues (including legal/attorney fee) and/or on account of failure of the Borrower of any of the terms and conditions herein.

27. The Borrower accepts, confirms and consents for the disclosure and sharing by the Bank of all or any information and data relating to the Borrower, the Facilities, any other transactions that the Borrower has with the Bank, the Borrower's account, and the agreements and documents related to the Facilities and transactions, including but not limited to information relating to default, if any, committed by the Borrower, in the discharge of the Borrower's obligations in relation to the Facilities or other transactions, as the Bank may deem appropriate and necessary to disclose and furnish, to the Reserve Bank of India ("RBI") and/or to NABARD and/or to the Credit Information Bureau (India) Ltd and/or to any other agency or body as authorized in this behalf by RBI, to other banks and lenders including assignees and potential assignees, to its professional advisers and consultants and to its service providers instructed by it in relation to the Facilities, and/or as required under law or any applicable regulation, at the order of a court of law, or at the request or order of any statutory, regulatory or supervisory authority with whom it customarily complies. The Borrower undertakes and covenants that it shall provide all information, including information regarding other credit

facilities enjoyed by the Borrower, as and when required by the Bank. The Borrower declares that the information furnished to the Bank from time to time is and shall be true and correct.

The Borrower:

(a) accepts that the RBI / NABARD or the Credit Information Bureau (India) Ltd. and any other agency so authorized, any statutory, regulatory or supervisory authority or other lenders, may use, process, disseminate the said information and data disclosed by the Bank in such manner as deemed fit by them in any particular circumstances; and

(b) shall not hold the Bank at all responsible or liable in this regard.

28. The Borrower hereby undertakes to keep the Bank informed and authorises the Bank to update any change in the Borrower's e-mail ID, Telephone number, Mobile number and Address that the Bank may be informed of or be available with the Bank and/or any of the Bank's subsidiaries/affiliates/associates and hereby authorizes the Bank to contact the Borrower, by post, fax, telephone, e-mail, SMS/text messaging. The Borrower hereby expressly authorises the Bank, its authorised representatives, agents, servants and third parties as appointed under the provisions of Clause 23 to use the information provided by the Borrower to get in touch with the Borrower (including the authorised signatory(ies)/representative(s), Guarantor(s) and third parties including the family members of the Borrower) whose information the Borrower has provided to the Bank.

29. The Borrower further acknowledges that the Bank shall also be entitled to disclose all aforesaid information/documents etc. pursuant to the order/direction of the Court of law/Tribunal/Arbitrator, as and when required.

30. The Bank shall be entitled to exercise this right of disclosure without being required to inform and/or issue any further notice in this respect to the Borrower.

31. Without prejudice to all other rights as the Bank or any of the third parties appointed by the Bank may have under this Agreement and under law, on the occurrence of an Event of Default, the Borrower may be sent reminders from time to time for settlement of any outstandings under the Loan Facility, by post, fax, telephone, e-mail, SMS text

messaging via mobile phone.

32. Subject to the Borrower paying the EMIs in the manner provided in the Agreement, and at the request of the Borrower in this regard, the Bank may at its sole discretion and subject to the applicable terms and conditions therefore, allow the Borrower to avail of a loan facility of an amount and tenor as is mutually agreed to between the Bank and the Borrower. Such loan facility amount shall be sanctioned by way of exchange of letters on terms and conditions mentioned therein which will form part and parcel of this Agreement and the amount will be disbursed to the Borrower.

33. The Schedule annexed hereto shall be deemed to be an integral part of this Agreement, as though the provisions thereof are set out herein.

34. This Agreement shall be governed by the laws of India and in all matters arising out of this Agreement the Borrower hereto submit to the exclusive jurisdiction of the Courts at the place of the Bank's Branch Office given in Schedule I herein.

35. This Agreement shall come to an end upon the Bank having, to its satisfaction, received all dues and outstandings, and payments, required to be made by the Borrower hereunder to the Bank.

36. The borrower expressly recognize and accepts that the bank shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled and have full power and authority to appoint any such third parties as the bank may select and to delegate to such third party such functions of the bank as may be permissible. The borrower further authorizes the bank to disclose/exchange information relating to the borrower or the product availed by the borrower as may be necessary for the purposes of such third party to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto.

37. Notwithstanding any registration on a do not disturb registry, the borrower hereby understand and agrees that the bank and all such third parties as duly authorized by the bank shall be authorized to contact/get in touch with the borrower for purpose of administrating or servicing (other than marketing/sale) of any of the bank's

products/services availed of by the borrower.

38. Settlement of Disputes:

Any differences or disputes arising out of or touching the terms and conditions of the Principal Agreement(s) and this offer shall be settled amicably in the first instance. The borrower/s and guarantor/s shall become nominal members of the Bank and shall be bound by the provisions of Orissa Cooperative Societies Act and Rules framed there under.

39.// We hereby agree that in the event that I/we wish to change the repayment instruction on the said loan to another account via Electronic clearing service or Standing instruction on a Bank account, I will provide the Bank with an updated instruction in the prescribed format along with undated security cheques favouring my loan account; each cheque would be for three times the EMI amount on my loan. Bank will have the right to date and present these cheques in the event of default on the said personal loan. I understand and agree that these cheques will remain in the custody of the Bank till such time that all dues on the said personal loan are fully paid up and the same shall be returned to me in my mailing address as updated with the Bank post closure of the said personal loan.

40. Amendment

The Bank may amend the above terms and conditions, at any time without prior notice to the Borrower and such amended terms and conditions will thereupon apply to and be binding on the Borrower.

41. This Agreement and the relevant Schedule as applicable to the Borrower and signed by the Borrower and the Bank shall form one single Agreement and shall be read in conjunction with each other.



SCHEDULE

For Company "Borrower" means \_\_\_\_\_  
Limited / Private Limited, a Company incorporated under the provisions of and within  
the meaning of the (Indian) Companies Act, 1956 and having its Registered office at  
\_\_\_\_\_ and, unless the context otherwise requires, the  
expression

"Borrower" shall include its successors.

For Partnership Firms "Borrower" means Mr./Ms.  
\_\_\_\_\_, and Mr./Ms.  
\_\_\_\_\_ and Mr./Ms. Mr./Ms.

\_\_\_\_\_, all trading in partnership under the name  
and style of \_\_\_\_\_ with its  
office at \_\_\_\_\_,  
\_\_\_\_\_, registered with the Registrar of Firms,  
\_\_\_\_\_, under No. \_\_\_\_\_, and the expression "Borrower" shall, unless  
precluded by the subject or context, include the partners for the time being of the said  
firm and the heirs, executors and legal representatives of the deceased partners.

For sole Proprietor "Borrower" means Mr./Ms.  
\_\_\_\_\_ trading in the name and style of  
\_\_\_\_\_ at \_\_\_\_\_ as the sole  
proprietor thereof, and the expression "Borrower" shall unless precluded by the subject or  
context, include his / her heirs, executors and legal representatives, and the owner for the  
time being thereof.

For Individual "Borrower" means Mr./Ms. \_\_\_\_\_  
S/o/D/o/W/o \_\_\_\_\_ and  
Mr./Ms. \_\_\_\_\_ S/o/D/o/W/o \_\_\_\_\_

Permanently residing at \_\_\_\_\_, and  
unless the context otherwise requires, the expression "Borrower" shall include  
his/her/their respective heirs, executors and legal representatives.

1. Date of Agreement:
2. Place of Agreement:
3. Address of Branch of Bank:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Amount of Loan sanctioned by the Bank: Rs. \_\_\_\_\_

5. Purpose of Loan:

6. Place of Occupation/Business of Borrower:

7. Rate of interest on Loan: \_\_\_\_\_ % p.a.

Note: The above interest rate is inclusive of interest tax.

8. One-time up-front fee on the Loan amount sanctioned: \_\_\_\_\_ %

9. Amount for Interest to be paid upfront: \_\_\_\_\_ \*

10. Number of Equated Monthly Installments to be paid by  
the Borrower: \_\_\_\_\_

11. Amount of an Equated Monthly Installment: Rs. \_\_\_\_\_

Read over and explained to the Borrower in :

(the concerned language to be inserted)

in the presence of Witness : Mr./Ms. \_\_\_\_\_

IN WITNESS WHEREOF the Parties hereto have executed these presents on the day  
and year first herein above written.

Borrower(s) Signatures X \_\_\_\_\_

Co-borrower(s) Signatures X \_\_\_\_\_

The Common Seal of \_\_\_\_\_ Limited was hereunto  
affixed pursuant to a resolution of the Board of Directors passed at a meeting held at  
\_\_\_\_\_ on the day  
\_\_\_\_\_ in the presence of \_\_\_\_\_  
and \_\_\_\_\_

(Directors)

*(in case of the Borrower is company)*

For the Bank

Signed and Delivered by Orissa state Cooperative Bank  
by the hand of its authorised signatory : Mr./Ms.

\* This amount is subject to changes and may vary with the date of booking of the Loan