HB Loan Form

## THE BARAN CENTRAL CO-OPERATIVE BANK LTD. BARAN (Head Office : Sahakar Bhawan, Baran)

Memorandum of deposit by ..... of the Title Deeds to Secure......Accounts.

Memorandum that I/We.....hereby acknowledge that I/We have Deposited With Baran Central Co-Operative Bank Ltd. (hereinafter called "The Bank" which expression shall include their successors and assignee) the documents specified in the Schedule hereto, With instant to create an equitable mortgage upon all my/our estate and interest in the properly to which such documents relate, for the purpose of securing the repayment on demand of all money owing from my use to the Bank together with all interest, commission and other banking charges in connection with the .....and I/We hereby, further agree when-ever requested by the (Nature of facility)

Bank or my/our own coast to execute to the Bank a valid Legal mortgage of such properly in such from and with such power of sale and other provision as the Bank may require for recovering the repayment on demand of the money secured by this equitable mortgage at my own cost (which includes stamp duty Registration, Local charges and other incidental charges) And I/we hereby declare tgat documents deposited are other were in my/our possession or control and that the property is not charged or not charges or encumbered in any way whatsoever.

HB Loan Form

The Schedule above referred to

WHEREAS the borrower has under the provision of the House Building Advance Rules (hereinafter referred to as 'The said Rules' which expression shall include the said rules as amended from time to time) applied to the Bank for the grant of borrower has agreed Repair Addition and а loan to or alterations......only to enable him to Repair or Addition &Alterations.

AND WHEREAS the Bank has agreed to land borrower a sum of Rs. .....for the said purpose and the borrower has agreed to Repair or Addition and alterations......from the said loan amount.

NOW THESE PRESENTS WITNESS that in consideration of sum of rupees .....advanced by the Bank as the borrower (the receipt of which the borrower hereby acknowledge) the borrower hereby binds himself with the following terms and conditions and agrees :-

- 1. That he will replay to the bank the said amount with simple interest at the rate of .....% per annum.
- 2. That the said amount of principle and interest shall be repair in installments of Rs.....per month through the monthly pay bills.
- 3. That the interest shall be calculated on the balance outstanding on the last date of each month.
- 4. That, the borrower shall expand the full amount of the said loan in the purpose for which it is granted within the time prescribed by the said rules, if the borrower expands less amount that borrower in the purpose for which the same has been granted he shall be liable to repay the difference to the Bank forthwith.
- 5. That the borrower undertakes to execute a mortgage deed of the house/land. purchased/constructed repaired from out of said loan. The loan in favour to the Borrower as aforesaid interest in form provided by the said rules.
- 6. That if the house/loan if not purchased/constructed/repair or mortgage as aforesaid if the borrower becomes insolvent or quite the service the dies the whole amount of the loan and interest accrued thereon shall immediately become due and payable.
- 7. That, the borrower undertakes to get the house built/ purchased repaired with the advance of this loan insured against damages by fire and lightening with the Life Insurance Corp. or by its subsidiaries and the insurance continued until the advanced outstanding against the Bank employees on the date of effecting renewal of insurance.
- 8. That in case the borrower does not repay the balance of due to Bank up to date of his retirement in the manner aforesaid. It shall be open to Bank to enforce the security of the mortgage at any time there after and to recover the balance of advances due together with interest and most of recovery by sale of the house of in such manner as may be permissible under the low.
- 9. That the borrower undertakes that he shall not sell or otherwise dispose of the house built/purchased/repaired with the aid of advance all the advances, together with the interest thereon has been fully paid except in the manner and subject to conditions specified in the said rules.
- 10. That the contravention of the provision of this agreement shall render the borrower to refund the whole amount lump sum along with compound interest which yearly rests at a penal rate which will be as above the rate of advance under good reason is shown to the contrary.

## SIGNATURE OF BORROWER

(.....)

IN WITNESS whereof the Borrower has herein to set his hand, the day and year first before written.

Signed by the aforesaid borrower Shri	in the presence of
:-	
1st witness	2ndwitness
Signature	.Signature
Occupation	.Occupation
*	Address

In the present of

1stwitness	.2ndwitness
Signature	.Signature
	Occupation
	.Address

#### DEMAND PROMISORY NOTE

Rs	Place:
	Date

On demand I/we promise to pay the Baran Central Co-operative Bank Ltd. Baran or order a sum of Rs.....for value received with interest at the rate of .....% per annum with monthly rests.

Dated ......Day of .....

Signature
Name

Desg.....

The Managing Director, The Baran Central Co-operative Bank Ltd. Baran

Dear Sir,

I am writing this to confirm that I/Our partner/ Director Shri.....has/have deposited with Attorney you on.....title deeds relating to my, our property at .....described below (hereinafter referred to as the "said property" with the mention of creating an equitable mortgage on the property by way of security for the amounts due to the Bank from me/M/s.....under the following credit facilities extended to me/by the Bank.

(a) (b) (c) (d)

The said property is self acquired and as such no one else has any interest in the said property. The said property is Under my/ our sole occupation of......on monthly rent.

There is not subsisting agreement for the sale of the said property nor has any prospective or any intending purchaser taken possession of it or a part of it. The said property is free from encumbrances.

Yours faithfully

(Owner/s of property)

EAST	WEST
NORTH	SOUTH

Description of the property

given as security Boundaries:

(Letter of undertaking not to encumber the property during the currency of the House Loan)

Place
Date

The Managing Director The Bara Central Co-operative Bank Ltd. Baran

## **Rs. HOUSING LOAN SCHEME**

I have been sanctioned by the Bank a Loan of Rs. .....under the Housing Loan Scheme for Employees. I have also deposited the title deeds of the properties described hereunder with the Bank a view to creating an equitable mortgage in favor of the Bank over the said properties for securing the repayment of said loan.

North......South..... East.....West....

I hereby undertake that I shall keep the said properties free from all encumbrances whatsoever until the loan with interest and other charges has been repaid in full.

Yours faithfully

(.....)

Head Office Station Road Baran

As part of the consideration for your making or continuing advance to .....by way Term Loan/Demand (insert the name of the borrower) Loan/Demand Cash Credit/Bills purchase or discounted.....

I/we agree to give mortgage of the following properties :

(More give details of the property/properties)

I/we further declare that no mortgage, charge Loan or encumbrances of any kind has been made or allowed over or effecting our aforesaid property/properties or any part thereof.

I/we further declare that no mortgage, charge encumbrances or any kind has been made or allowed......ever or effecting

... (insert the name of the borrower)

our aforesaid property/properties or any part thereof except the following mortgage/charge.

More insert short particulars of any existing mortgage etc. Including the mentioned the name of beneficity amount and purpose of the charge. I/we further undertakes that no mortgage/charge lien or encumbrances shall be made or allowed white ......remain indebted

(Name of the borrower) or liable to you in any manner without your previous consent in writing.

Signature.....

Date : Place :

(Strike out whichever is not applicable)

(Irrecoverable letter of Authority to be obtained from the employee)

- 1- I.....a member of the staff of the Baran Central Co-Baran. Posted for operative Bank Ltd. the time being as ..... as branch do hereby authorized the Managing Director, The Baran Central Co-operative Bank Ltd. Baran to deduct and credit to my Housing Loan Account every month from my emoluments the monthly installments of Rs. .....) only, towards repayment of the housing loan Rs.....only, granted to me by the Bank on .....

Provident Fund (including Bank's Contribution) and the Gratuity, that may be payable to me.

3- This authority will remain irrecoverable until the loan account together with accrued interest thereon is fully liquidated.

Yours faithfully

Place : Date : (.....)

# BARAN KENDRIYA SAHAKARI BANK LTD., BARAN

#### **APPLICATION FORM FOR HOUSE BUILDING ADVANCE**

1.	(a)	NAME	:
	(b)	DESIGNATION	:
	(c)	SCALE OF PAY	:
	(d)	SUBSANTIVE PAY PERSONAL	
		PAY IF ANY OR OFFICEATING	
		PAY (EXCLUDING OFFICIATING	
		PAY DRAW IN LEAVE VACANCY	
		OR FOR DEFINE SHORT PERIOD)	:
2.	Date of	of Birth	:
3.	Deptts	. In which	
	emplo	yed and permanent	
	addres	38	:

4. State whether you or your wife/husband children already own a house, give full particulars as below :

Exact location	Details of accommodation	Floor area	Approximate valuation

- 5. Amount of advance applied for amount required for purchase of and contraction of house should be indicated separately.
- 6. State purpose of original advance.
  - (a) For purchase of land to built a residential house thereon or
  - (b) To built a residential house on land already owned or.
  - (c) To purchase a residential house or own ownership rights in a flat or tenant or.
  - (d) To rebuild after demolishing an existing house which was dilapidated and beyond repairs.
  - 2. (a) To an existing residential house.
    - (b) To exiting residential house if built or purchased with the aid of house building advance.

Conti.....

7. Particulars of advance already taken by the applicant for construction or purchase of a house for reprisal.

No. &	Total	Date on	Purpose for	Authority	Monthly
Date of	amount of	which	which taken	sanctioning	installment
sanction	loan	drawn	either for	loan	of
			purchase of		repayment
			land/house or		
			construction of a		
			house or for		
			repairs and		
			additional etc.		
1	2	3	4	5	6

8. Particulars of loan taken.

No. & Date of	Total amount	Date on which	Annual equated	Number of
sanction	of loan	received	installments of	overdue
			repayment and	installments not
			its due date	paid up to the
				date of
				application

- 9. (a) Give full particulars of land if already owned or details of site where land is proposed to be purchased (No. of plot, Name of scheme or plan approved by the urban improvement trust.)
  - (b) In case of advance for additions the detail of existing accommodation in the house viz rooms, kitchen or additional accommodation to be build should be given.
- 10. Whether the applicant has/will have undisputed property be purchased/repaired, constructed.
- 11. Details of the site plan with estimated cost of in case of purchase plan drawing and estimated value of the house should be medicated.
- 12. Whether the option for adjustment of a part of advance against death each reliefment gratuity of G.P.F.
- 13. Whether the house would be insured against damage by fire lightening with LIC or its subsidiaries.
- 14. Collateral security offered by the applicant.
  - a. Person
  - b. Property

Conti....

#### **DECLARATION**

- 1. I solemnly declare that the information furnished by me in the application is true to the best of my knowledge.
- 2. I have read the rules and regulation for the grant of advance to Bank employees for construction or purchase or repairs of house and agree to abide by the terms and conditions mentioned there in.
- 3. I certify that my wife/husband is not Bank employee and has not applied for and/or obtained an advance under these rules.
- 4. I hereby bind myself to use the money for the purpose applied for in accordance with the rules regulation such advances and further bind myself to refund any surplus that may remain unutilized for the said purpose.
- 5. I declare that I am to be retire by ...... And that I am eligible under the rules for the grant of gratuity or death cum retirement gratuity. I agree that the Bank shall be entitled to recover balance of the said advance with interest remaining unpaid at the time of my retirement on death proceeding retirement from the whole of any specified part of the gratuity that may be sanctioned to me.

Certified that the application by Shri/Smt/Miss ...... are correct. It is recommended that an advance of Rs..... may be granted.