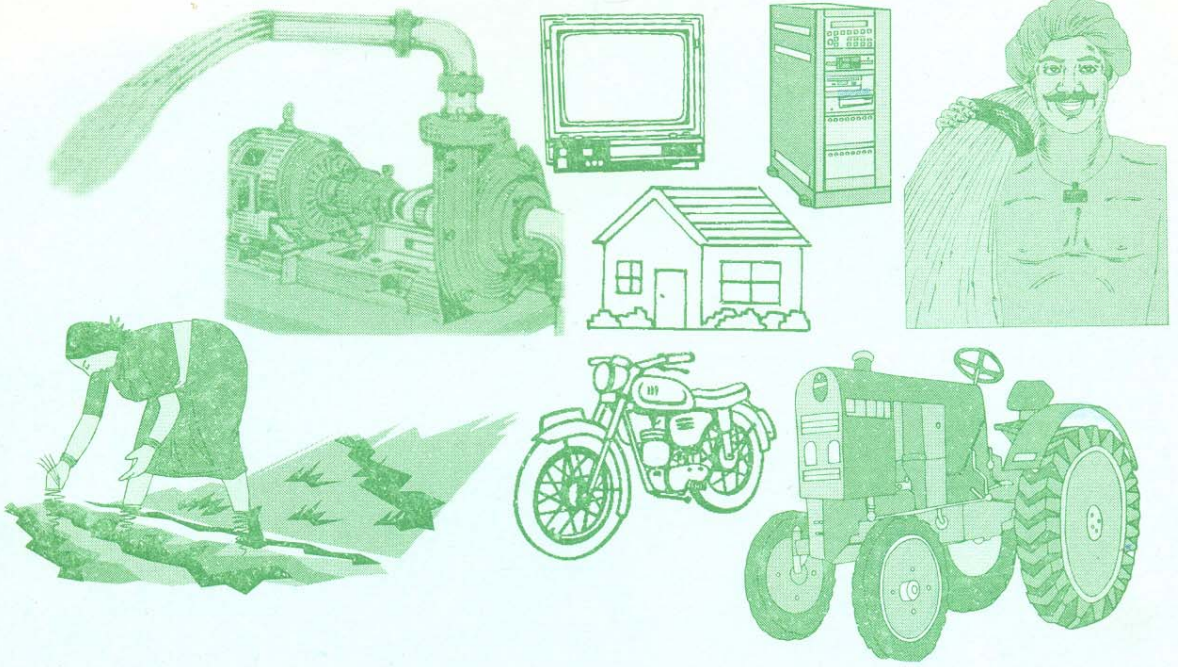


# किसान शक्ति योजना KISAN SHAKTI YOJANA



## प्रलेखन पुस्तिका / DOCUMENTATION BOOKLET

शाखा

BRANCH : ..... 700 .....

उधारकर्ता (ओं) का नाम

NAME OF THE BORROWER (S) : .....

प्रोनोट खाता सं.

PRONOTE ACCOUNT No. ....

ऋण सीमा

CREDIT LIMIT : .....

संस्वीकृति की तिथि

DATE OF SANCTION : .....

प्रतिभूति ले/फो सं.

SECURITY L/F No.: .....

## इलाहाबाद बैंक

(भारत सरकार का उपक्रम)

प्रधान कार्यालय : 2, नेताजी सुभाष रोड

कोलकाता - 700 001



## ALLAHABAD BANK

(A Govt. of India Undertaking)

Head Office: 2, Netaji Subhas Road

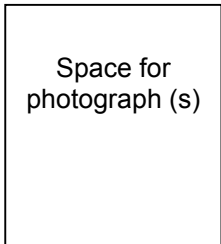
Kolkata - 700 001

विश्वास की परंपरा

A Tradition of Trust

**Application Form for Allahabad Bank Kisan Credit Card**

The Manager,  
Allahabad Bank  
Branch .....



I/We hereby apply for a loan/loans aggregating to Rs..... (Rupees .....only) under Kisan Shakti Yojana, the details of which are as under. In this connection, I/We furnish below the necessary particulars required for your consideration.

Type of Credit	Amount
I. Term Loan	
Purpose :	
a) .....	Rs. ....
b) .....	Rs. ....
c) .....	Rs. ....
Total	Rs. ....

**GENERAL INFORMATION**

2. Full Name (s) :


3. Father's/Husband's Name:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. Whether belong(s) to :

(Put tick mark)

SC	ST	OBC	GENERAL
----	----	-----	---------

5. Age:




iii) Other, if any (Please specify)				
-------------------------------------	--	--	--	--

11. Whether the applicant(s) has/have any Liabilities as Guarantor? If so, furnish details thereof. [viz. Name of the borrower(s), Name of the Bank/Institution, Amount of Loan, Balance Outstanding (as on ..... ) & present status of the a/cs].

**Declaration:**

I/We have read, understood and hereby agree to be bound by the terms and conditions governing Allahabad Bank's Kisan Shakti Yojana scheme. The particulars furnished above are true to the best of my/our knowledge and belief and I/we agree to inform you the changes therein, if any, as and when they occur. I/We agree to settle all dues arising under the Kisan Shakti Yojana that may be sanctioned in accordance with the terms and conditions as existing and as may be amended from time to time. I/We hereby authorise you to contact any person in the village/locality as and when you feel necessary to do so in connection with this application/my/ our own transactions under Kisan Shakti Yojana account.

I/We hereby declare that I/We have no borrowings/liabilities excepting those mentioned under item No. 10 & 11 as on date of application.

Place:

Date:  
applicant(s)

Signature of the

Form No. AC-MS

**REPORT ON MEANS AND STANDINGS (BORROWER/GUARANTOR)**

1. Name: \_\_\_\_\_ S/o W/o \_\_\_\_\_ Age  
\_\_\_\_\_

2. Address:

**(A) ASSETS**

**Approx. Market value**

1. Details of Landed Property:

Area	Village	Tehsil	Rs.
.....			

2. House Property (Give description) Rs.  
.....

3. Buildings/Other structures if any: Rs.  
.....

4. Deposits with our Bank : Rs. ....

Other Banks : Rs. ....

Other Institutions : Rs. ....

5. Other Assets like Farm machinery, equipments etc.

<u>Item</u>	<u>No</u>	<u>Value</u>
(a)		Rs. ....
(b)		Rs. ....
Total Assets		Rs. ....

**(B) LIABILITIES**

**Details of Borrowings:**

From: Our Bank : Rs. ....  
Other Banks/Financial Institutions: Rs. ....  
Private : Rs. ....  
Other liabilities : Rs. ....  
(Give details)  
Total Liabilities Rs.

c) Annual Income

From Agriculture : Rs. ....  
Other Sources : Rs. ....  
(Specify Sources)  
Total : Rs. ....

SIGNATURE/THUMB IMPRESSION OF  
BORROWER/GUARANTOR

Date:

Place:

I/We have verified the above particulars during the pre-sanction inspection/local discrete enquiry.

APPRAISING OFFICER WITH NAME AND DESIGNATION  
MANAGER

BRANCH

Name:

Date:

Place:

**INTERVIEW-CUM-APPRAISAL FORM FOR KISAN SHAKTI YOJANA**

Branch: .....

A/C:.....

1. Date of Visit:

2. Name of the Applicant/s:

3. Address:

4. Details of the Land proposed to be Mortgaged:

District	P.S.	Mouza	Khasra No.	Khatuani No.	Plot No.	Area (acre)	Value (Rs.)
<b>TOTAL</b>							

5. Location of the land proposed to be mortgaged:

(i) Adjacent to existing land of the farmer : Yes / No

(ii) If no, distance from the existing land :

6. Nature of the land proposed to be mortgaged:

- (i) Cultivable land : Yes / No  
(ii) Irrigated land : Yes / No  
(iii) Source of Irrigation :  
(iv) Waste / Fallow land : Yes / No  
(v) If yes, give brief description :

7. Purpose/s of loan: a)

b)

c)

8. Assessment of Farm Income:

Crop/s	Area (in Acre/s)	Total Cost of Cultivation	Yield of Acre (qntl.)	Total Yield (Qntl)	Value per Qntl. (Rs.)	Value of Produce (Rs.)	Surplus (Rs.)
1	2	3	4	5 (2x4)	6	7 (5x6)	8 (7-3)
I							
II							
III							
IV							
V							
<b>TOTAL</b>						(A)	(B)

9. Permissible Loan Limit : The lesser of I) OR ii) below

i) 50% : 50% of the market value of Land :

Rs.....

OR

ii) Five times of Farm Income

[Total (B) under column 8 above] :

Rs.....

Permissible Loan Limit :

Rs.....

Less:

Outstanding in Agril. Term Loan accounts(if any):

Rs.....

Eligible Loan Limit :

Rs.....

Loan Limit Applied for :

Rs.....

Eligible Loan Limit for sanction :

Rs.....

[Lower amount of the above two]

Of which 50% for personal loan :

Rs.....

10. Annual Cash Generation:

i. From Farm Income :

Rs.....

ii. From Other sources :

Rs.....

iii. Total :

Rs.....

11. Annual Repaying Capacity:

(At least 50% of Annual Cash Generation) :

Rs.....

12. Repayment Schedule for Proposed Loan:

Year	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>
Installment							

Payment of yearly/half-yearly installment will commence from.....

---

---

Signature of Appraising Officer

Signature/Thumb

Impression

of

Applicant/s Name:

Name(s):

Designation:

Address:

Place:

Date:

**MEMORANDUM OF SANCTION OF KISAN SHAKTI YOJANA**

1. Name of the Applicant/s :

2. Address:

The relevant land records/ documents have been obtained, verified and found to be correct. The pre-sanction visit was made by me on .....  
(date).

**3. Valuation of land offered for taking loan**

i) Area of the land against loan has been applied : ..... Acres

ii) Value of land per acre : Rs. ....

iii) Total Value of land : Rs. ....

**4. Loan Recommended**

Agril. Purpose : Rs. ....  
: Personal purpose : Rs. ....  
: Total : Rs. ....

**5. Security proposed**

i) Hypothecation of :

ii) Mortgage /Charge on Land measuring..... acres valued  
Rs.....

**6. Repayment Schedule**

Repayment Period : .....  
Years

No. of Installments : .....

Mode of Repayment : Yearly/Half-yearly

Amount of Installment

Due Date/s for Payment of Installments : .....

First Installment will be due on : .....

Place :

Officer

Date : .....

Signature of Appraising

Name :

Designation :

**Sanctioned Loan Limit : Rs.**

.....

Place :

Signature of Sanctioning

Authority

Date : .....

Name :

Designation :



**ALLAHABAD BANK**

(A Govt. of India Undertaking)

**Head Office : 2, Netaji Subhas Road, Kolkata-700 001**

Telephone : 2220-8249, 2220-4016, 2220-3373, 2220-9250, 2220-3777  
Telex : 021-7547 AL BK IN 021-7944 AL BK IN 021-7055 AL BK IN ASS  
TELEGRAM : HEADALLA TELEFAX : 22488323

Branch .....

Date .....

Ref. No. ....

Shri/Smt. ....

S/o /W/o .....

Village .....

P.O. ....

Dist. ....

Dear Sir/Madam,

**Sanction of Loan under Kisan Shakti Yojana**

With reference to your application dated ..... for a loan under Kisan Shakti Yojana, we are pleased to sanction you a Term Loan of Rs ..... (Rupees .....only) on Kisan Credit-cum-Kisan Shakti Card for the purposes as mentioned in your application form on the following terms & conditions:

**1. Limit:** Rs..... (Rupees .....only)  
in Promote Account.

**2. Purpose :** a) For Agriculture-& Allied Activities : Rs .....

(Rupees

.....only)

b) For Domestic Purpose : Rs ..... (Rupees  
.....only)

**3. Margin:** Nil

**4. Rate of Interest:** .....% p.a subject to change by the Bank from time to time. The interest will be simple with yearly rests.

**5. Period :** .....Years.

**6. Repayment:**

- a) Mode of repayment: Yearly/Half-yearly
- b) Amount of installment : Rs. .... + Interest due
- c) Due date (s) for payment of installments : .....
- d) 1<sup>st</sup> installment will be due on : .....

**7. Security :**

- a) Hypothecation of farm as well as household assets to be purchased out of the loan amount.
- b) Mortgage/ Charge on land measuring ..... Acres valued Rs. ....

**8. Inspection/ Supervision Charges :** It will be realize on quarterly/half –yearly basis as per Bank’s norms.

**Other Terms & Conditions:**

- a) The above terms & conditions shall be subject to modification by the Bank as may be considered necessary at any point of time at the sole discretion of the Bank.
- b) The Bank may recover in part or in full or withdraw/stop financial assistance at any stage, without notice or giving any reason for any such purpose whatsoever.
- c) The sanction does not vest in anyone the right to claim any damage against the Bank for any reason whatsoever.
- d) You shall pay all costs of collection of dues, legal expenses and other amounts, if any, incurred with interest at such rate stipulated hereinabove at item No.4 in case it becomes necessary to refer the matter to a collection agent or to take recourse to enforce payment or otherwise.

- e) The Bank can exercise the right of lien and set off for recovery of any dues hereunder vis-a-vis amount(s) lying in any account(s) maintained by you with any of the branches of the Bank.
- f) Recovery of dues under Kisan Shakti Yojana on Kisan Credit-cum-Kisan Shakti Card shall be governed by the provisions of Agricultural Credit Operation Act of the State concerned where such Act has been enacted on the lines of the Model Bill of Talwar Committee.
- g) All disputes are subject to the jurisdiction of the Court in the district in which the Branch is situated.
- h) In case you fail to repay the Bank's dues within the stipulated time and/or your loan account becomes non-performing as per the Reserve Bank of India norms, the Bank will be at liberty to publish your name & address along with details of outstanding dues payable by you to the Bank and also relevant details in news paper and other publicity media.
- i) Bank Officials should have free access to your farm & house for inspection/verification of the goods purchased out of Bank' loan and also follow-up as and when necessary.
- j) You are required to execute necessary documents concerning the loan.

10. Please acknowledge receipt as a token of acceptance of the above terms & conditions for availing of the said financial facility granted to you.

Yours faithfully,

**Senior Manager/Manager**



# ALLAHABAD BANK

(A Govt. of India Undertaking)

Head Office : 2, Netaji Subhas Road, Kolkata-700 001

Telephone : 2220-8249, 2220-4016, 2220-3373, 2220-9250, 2220-3777

Telex : 021-7547 AL BK IN 021-7944 AL BK IN 021-7055 AL BK IN ASS

TELEGRAM : HEADALLA TELEFAX : 22488323

Branch .....

Date .....

Ref. No. ....

Shri/Smt. ....

S/o W/o .....

Village .....

P.O. ....

Dist. ....

Dear Sir/Madam,

## Sanction of Loan under Kisan Shakti Yojana

With reference to your application dated ..... for a loan under Kisan Shakti Yojana, we are pleased to sanction you a Term Loan of Rs ..... (Rupees .....only) on Kisan Credit-cum-Kisan Shakti Card for the purposes as mentioned in your application form on the following terms & conditions:

**1. Limit:** Rs..... (Rupees .....only)  
in Promote Account.

**2. Purpose :** a) For Agriculture-& Allied Activities : Rs .....  
(Rupees .....only)

b) For Domestic Purpose : Rs ..... (Rupees .....only)

**3. Margin:** Nil

**4. Rate of Interest:** .....% p.a subject to change by the Bank from time to time. The interest will be simple with yearly rests.

**5. Period :** .....Years.

**6. Repayment:**

- e) Mode of repayment: Yearly/Half-yearly
- f) Amount of installment : Rs. .... + Interest due
- g) Due date (s) for payment of installments : .....
- h) 1<sup>st</sup> installment will be due on : .....

**7. Security :**

- c) Hypothecation of farm as well as household assets to be purchased out of the loan amount.
- d) Mortgage/ Charge on land measuring ..... Acres valued Rs. ....

**8. Inspection/ Supervision Charges :** It will be realize on quarterly/half –yearly basis as per Bank’s norms.

**Other Terms & Conditions:**

- k) The above terms & conditions shall be subject to modification by the Bank as may be considered necessary at any point of time at the sole discretion of the Bank.
- l) The Bank may recover in part or in full or withdraw/stop financial assistance at any stage, without notice or giving any reason for any such purpose whatsoever.
- m) The sanction does not vest in anyone the right to claim any damage against the Bank for any reason whatsoever.
- n) You shall pay all costs of collection of dues, legal expenses and other amounts, if any, incurred with interest at such rate stipulated hereinabove at item No.4 in case it becomes necessary to refer the matter to a collection agent or to take recourse to enforce payment or otherwise.
- o) The Bank can exercise the right of lien and set off for recovery of any dues hereunder vis-a-vis amount(s) lying in any account(s) maintained by you with any of the branches of the Bank.
- p) Recovery of dues under Kisan Shakti Yojana on Kisan Credit-cum-Kisan Shakti Card shall be governed by the provisions of Agricultural Credit

Operation Act of the State concerned where such Act has been enacted on the lines of the Model Bill of Talwar Committee.

- q) All disputes are subject to the jurisdiction of the Court in the district in which the Branch is situated.
- r) In case you fail to repay the Bank's dues within the stipulated time and/or your loan account becomes non-performing as per the Reserve Bank of India norms, the Bank will be at liberty to publish your name & address along with details of outstanding dues payable by you to the Bank and also relevant details in news paper and other publicity media.
- s) Bank Officials should have free access to your farm & house for inspection/verification of the goods purchased out of Bank' loan and also follow-up as and when necessary.
- t) You are required to execute necessary documents concerning the loan.

10. Please acknowledge receipt as a token of acceptance of the above terms & conditions for availing of the said financial facility granted to you.

Yours faithfully,

**Senior Manager/Manager**

Manager

**ALLAHABAD BANK**

..... Branch

Dear Sir,

I/We am/are in receipt of your letter No..... of  
..... Addressed to the undersigned conveying  
the sanction of loan of Rs. .... (Rupees  
..... only)  
to me/us for .....

In this connection, I/We agree to abide by their terms and conditions  
proposed by you, or as will be stipulated from time to time.

Place

Date :

.....

Signature of the Borrower

(s)

Received from Allahabad Bank

the sum of Rupees  
.....

Being amount of  
.....

Witness :

1. ....

2.....

**[Applicable where interest is at fixed rate]**

**Demand Promissory Note**

Place : .....

Rs. ....

Date :

.....200

On demand, we

.....

..... jointly and severally promise to pay **Allahabad Bank**

or order the sum of Rupees

..... with interest thereon at the

rate of .....% per annum below/at/over **Allahabad Bank's** Prime

Lending/ Deposit rate with ..... rests.

(The Prime Lending Rate as on date being .....% per annum)

VALUE RECEIVED

(Revenue Stamp)

[Applicable where interest is linked with PLR only]

Demand Promissory Note

Place : .....

Rs. ....  
.....200

Date :

On demand, we

.....  
..... jointly and severally promise to pay **Allahabad Bank**  
or order the sum of Rupees  
..... with interest thereon  
at the rate of .....% per annum with  
..... rests.

VALUE RECEIVED

(Revenue Stamp)

[Applicable where interest is linked with PLR only]

Demand Promissory Note

Place : .....

Rs. ....  
.....200

Date :

On demand, I

.....  
..... promise to pay **Allahabad Bank** or order the sum of

Rupees ..... with interest thereon at the rate of .....% per annum below/at/over **Allahabad Bank's** Prime Lending/ Deposit rate with ..... rests.  
(The Prime Lending Rate as on date being .....% per annum)

**VALUE RECEIVED**

(Revenue Stamp)

**[Applicable where interest is at fixed rate]**

**Demand Promissory Note**

Place : .....

Rs. ....  
.....200

Date :

On ..... demand, I

.....  
.....promise to pay **Allahabad Bank** or order the sum of Rupees ..... with interest thereon at the rate of .....% per annum with ..... rests.

**VALUE RECEIVED**

(Revenue Stamp)

**HYPOTHECATION AGREEMENT**

*(To be stamped as Agreement Not to be attested. If the security hypothecated are located in more than one State, then to be stamped with the highest of the stamp duty chargeable in different States)*

**ALLAHABAD BANK**

.....

This AGREEMENT executed at ..... this ..... day of ..... In favour of Allahabad Bank constituted under the Banking Companies (Acquisition & Transfer of undertakings) Act., 1970 and having its Head Office at 2, Netaji Subhas Road, Kolkata-700001 and a Branch at .....

(hereinafter called "the Bank" which expression shall include its successors and assigns) by

\* ..... son of/wife/daughter of  
.....  
..... address of  
.....  
.....(Name of village, tehsil and district)

\* ..... son of/wife/daughter of  
.....  
..... address of  
.....  
.....(Name of village, tehsil and district)

\* ..... son of/wife/daughter of  
.....  
..... address of  
.....  
.....(Name of village, tehsil and district)

\* ..... son of/wife/daughter of  
.....  
..... address of  
.....  
.....(Name of village, tehsil and district)

\* ..... son of/wife/daughter of  
.....  
..... address of  
.....  
.....(Name of village, tehsil and district)

OR

.....  
.....  
.....

(hereinafter referred to as "the Borrower(s)" which expression shall unless the context or subject otherwise requires include his/her/their/heir(s), executor(s), administrator(s) and assign(s) jointly and severally).

WHEREAS at the request of the Borrower(s) as contained in his/their/ application dated ..... the Bank has agreed to grant/granted to the Borrower(s) from time to time upon the terms and conditions stated hereinafter and as stipulated in the First Schedule, application form and/or sanction letter and other schedule(s) hereto which form part of this agreement.

(a) Cash Credit at any time upto limit of Rs. .... (Rupees  
.....  
..... only)

(b) Overdrafts at any time to the extent of Rs. .... (Rupees  
.....  
..... only)

(c) Demand Loans at any one time for Rs. .... (Rupees  
.....  
..... only)

(d) Term Loans at any one time of Rs. .... (Rupees  
.....  
..... only)

(e) Other credit facility at any one time of Rs. .... (Rupees  
.....  
..... only)

(hereinafter collectively and individually referred to as "the loans") for the purpose  
of facilitating finance to the Borrower(s) for  
.....  
.....  
.....  
.....  
.....

NOW IN CONSIDERATION of the Bank having granted/agreed to grant the  
loans(s), the receipt of which the Borrower(s) acknowledge(s)/ undertake(s) to  
acknowledge, the Borrower(s) hereby agree, undertake and declare.

- I. That each and all of the Borrower(s), present and future.
  - a) crop whatsoever and wherever raised or to be raised including standing crops  
on the land described in the Second Schedule hereto or cut or stocked or  
stored or in course of transit or delivery;
  - b) herd/fish/flock/silkworms and cocoons including those described in the Third  
Schedule hereto wherever they may be;
  - c) tools/ equipments/ fixtures/ boats/ machines/ tractor/ power tiller/ tubewell/  
electric motor/ diesel engine and/or other movables connected with and  
relating to farming/rearing of cattle and/or flock/fishing/sericulture including  
those described in the Fourth Schedule hereto wherever they may be;
  - d) receivables and investment, movable assets and valuables;  
[All or any of items detailed in (i) to (iv) above hereinafter referred to as "the  
security".]

**SHALL BE AND STAND HYPOTHECATED** to the Bank by way of first charge as  
security for the loans and also for all indebtedness or liabilities of the Borrower(s)

to the Bank together with all interest, commissions, costs, charges and expenses payable to or incurred by the Bank including those for the enforcement of any of the security (ies).

2. The loan(s) will be disbursed/has/have been disbursed by the Bank to the Borrower(s) in installments or in one lump sum.

3. This agreement shall operate as a security to the Bank in addition to any other security, if any, already held by the Bank for the repayment to the Bank on demand of the balance due to the Bank by the Borrower at any time or ultimately on the closing of the said Accounts upto the aggregated amount of Rs. .... (Rupees .....only). The expression "the balance due to the Bank" in this and subsequent claims of this Agreement shall be taken to include the principal moneys from time to time due on the said Account/s whether demanded or not and also all interest(s) including additional interest, penal interest/commission, charges, interest tax, liquidated damages by whatever name called, calculated from day to day in a manner and at the rate hereinafter mentioned and the amount of all cost (between Attorney and Client) charges and expenses of the Bank which the Bank may have paid or incurred in any way in connection with the hypothecated goods and other assets including the sale and disposal thereof and any other sum that is hereunder declared as debitable to the accounts and interest thereon.

4. That the Borrower(s) shall pay interest on the loans to be calculated on the daily balances in the loan account(s) with monthly/quarterly/half yearly/yearly or other rests according to the practice of the Bank and as per the guidelines as applicable issued by RBI from time to time as may be applicable in case of :-

a) cash credits at the rate of .....% above/below the Prime Lending Rate of the Bank rising and falling therewith or at such other rate as may be decided by the bank from time to time. with a minimum of .....% per annum.

b) overdrafts at the rate of .....% above/below the Prime Lending Rate of the Bank rising and falling therewith or at such other rate as may be decided by the bank from time to time, with minimum of % per annum.

c) demand loans at the rate of ..... % above/below the Prime Lending Rate of th

d) term loans at the rate of .....% above/below the Prime Lending Rate of the Bank

Provided that the Bank shall at any time and from time to time be entitled to change the rate of interest and such revised rate of interest shall always be

construed as agreed to be paid by the Borrower(s) and hereby secured. Borrower(s) shall be deemed to have notice of change in the rate of interest whenever the changes in Prime Lending Rate (PLR) displayed/notified at/by the branch/published in newspaper/made through entry of interest charged in the pass book/ Statement of accounts sent to the Borrower(s).

Further, without prejudice to the Bank's other rights and remedies, the Bank shall be entitled to charge at its own discretion enhanced rates of interest on the outstanding in the loan account(s) or a portion thereof for any default or irregularity on the part of the Borrower(s) which in the opinion of the Bank warrants charging of such enhanced rates of interest for such period as the Bank may deem fit.

5. Borrower(s) agree(s) that the back-ended subsidy of Rs. .... (Rupees .....only) to be provided by the Government, shall be kept in Term Deposit Account/Subsidy Reserve Fund or any other manner in his name for a minimum period of ..... years which would be adjusted towards loans as per the subsidy scheme.

6. That in the case of cash credit, overdraft and demand loan, the Borrower(s) shall on demand forthwith pay to the Bank the outstanding(s) owing to the Bank in respect of the loans inclusive of interest, commissions, costs, charges and expenses. However, in a case where for any reason cash credit or overdraft is permitted by the Bank at its absolute discretion to be repaid in installments and on such terms as may be stipulated by the Bank, the security as held hitherto shall continue to be subsisting and the conditions as to term loans herein shall apply to the said loan subject to such changes as may be stipulated by the Bank. The term loan will be repayable by installments as stipulated in the Fifth Schedule hereunto attached and provided that in the vent of any default in payment of any of the installments or any part thereof or any other irregularity on the part of the Borrower(s), the entire balance then outstanding with interest, costs, commissions and charges shall, if the Bank so choose, at once become due and payable.

**Event of default**

In one or more of the following happenings, it would be treated as an event of default for this agreement:

- a) Any breach of the terms of this Agreement;
- b) Anyone or more installment(s) are not paid on time;

- c) Interest has not been paid on due date;
- d) If any distress or execution is levied or issued upon or against any part of the property of the Borrower and the same is not discharged or vacated within 14 days or if a receiver is appointed for the Borrower(s)' business or if any substantial part of the Borrower(s)' assets or business shall be deemed to be seized or any action by any Government or any other authority is instituted to suspend business or agricultural pursuit of the Borrower(s):
- e) If the Borrower(s) stop(s) payment or cease(s) or decide(s) to cease to carry on his/their business, agricultural pursuit or dispose of the whole or substantial part of his business or agricultural pursuit;
- f) If any other indebtedness or obligation is not discharged when due prior to or on the specified maturity thereof:
- g) If any information furnished by the Borrower(s) to the Bank is found to be incorrect or incomplete in any material particulars.

In the event of any default as above the Bank shall have the right:

- a) to recover the entire dues;
- b) to suspend any withdrawal to be effected;
- c) take possession of the security so created forthwith and
- d) take any other action as it may deem fit for recovery of its dues and enforcement of its securities.

**7. Lien:** The Bank shall have the right of lien and set off against any of the balances in the account of the Borrower(s)/ guarantor(s) in accordance with the provisions of this agreement and the law. The Borrower(s) will not create any charge over any property whether secured or unsecured except with the permission of the Bank. The Borrower(s) shall not bank with any other Bank. The Borrower(s) shall not create any lien on the properties/goods hypothecated to the Bank.

8. The Borrower(s) shall take all steps to get the hypothecated goods/vehicles etc. registered with the authorities immediately as may be required under law and shall submit the proof of such registration to the Bank within seven days from the date of the registration.

9. The Borrower(s) shall also provide a suitable third party guarantee as and when required.

**10. Right of possession :** Right of possession: In the event of default, the Bank will have a right to take over possession of the securities charged and sell them and recover its dues. The Borrower(s) hereby authorise(s) the Bank to act as their attorney/ agents for all intents and purposes for effectual implementation of the aforesaid action.

**11. Notice:** Any information/communication given/made through post/courier at the address last known to the Bank will be treated as sufficient service for all intent and purposes.

### **THE FIRST SCHEDULE (Referred to above)**

1. That the Borrower(s) will at all times maintain a sufficient quantity and market value of the security to provide the necessary margins of security required by the Bank wherever applicable.
2. That the Borrower(s) shall not, except in the normal course of business but subject to the powers of the Bank herein contained, cut/remove/dispose of the security from the place(s) wherever normally they may be kept/preserved/stored without the prior written permission of the Bank during the time any money herein mentioned shall remain outstanding. Such security, if so required by the Bank, shall be immediately delivered to the Bank.
3. That the money from time to time advanced by the Bank to or on behalf of the Borrower(s) shall be applied solely for the purpose of the loans.
4. That the Bank without being bound to do so or being liable for any loss on account thereof and without prejudice to the rights and remedies of suit or otherwise shall be entitled to :
  - a) Without notice to the Borrower(s) and at the Borrower(s)' risk and expense enter any place(s) where the security may be kept/stored and inspect, value, insure, dispose of and/or take possession thereof.
  - b) Without prejudice to the foregoing on default of the Borrower(s) in payment of any money hereby secured or on the non-performance of an obligation on the part of the Borrower(s) or on the occurrence of any circumstances in the opinion of the Bank endangering the security, the Bank shall take possession or recover and/or sell by public auction or

private contract or otherwise deal with the security and appropriate the proceeds to the outstanding loans.

- c) Apply towards the outstanding loans and money in its hand belonging to the Borrower(s) and to recover the balance, if any, of the loans not with-standing that all or any of the security may not have been realized.
  - d) The Bank shall be entitled to settle, compromise, submit to arbitration and deal with any manner with any rights, debts, claims of the Borrower(s) relating to the security.
5. That all the security are free and shall be kept free from any charge or encumbrance except those infavour of the Bank.
6. That the Borrower(s) shall at all times keep such items of security as are of insurable nature, insured against loss or damage by fire and other risks as may be required by the Bank and shall deliver to the Bank all such polices. It shall be also lawful for but not obligatory upon the Bank to insure by debit to the Borrower(s) account(s) in respect of the security as are of insurable nature. The proceeds of such insurance shall at the option of the Bank either be applied towards replacement of the security or towards the satisfaction of the Bank's dues.
7. That the Borrower(s) shall pay all charges and taxes, statutory or otherwise in respect of the security. The Bank may also, without being bound to do so, pay all such charges and taxes at the cost of the Borrower(s) by debit to the Borrower(s)' account(s).
8. That this Agreement is intended to and shall operate as a continuing security for all loans, indebtedness and liabilities of the Borrower(s) to the Bank at all times during the subsistence of the Agreement notwithstanding
  - a. The existence of a credit balance or "NIL" balance in the loan accounts at any time or any partial payment or fluctuation of accounts; or
  - b. any loans or any part thereof have been repaid either after demand has been made by the Bank or otherwise or has not been so repaid on demand.
9. That if the Borrowers be more than one individual, each one or any of them is/are authorised and empowered by the other(s) of them to admit and

acknowledge his/her/their liability to the Bank by any payment into the account(s) or by way of express writing in any manner or otherwise and any such admission and acknowledgement of the liability by one or more of them shall be construed to have been made on behalf of each of them.

10. That the Borrower(s) hereby gives his/her/their consent for the loans being recovered as a public demand/money in terms of any legislation relating to recoveries thereof, where such consent is necessary under any legislation.

**THE SECOND SCHEDULE referred to above :**

All the pieces or parcel of and as detailed hereunder (specify here for identification the details like survey number, village name etc.)

**THE THIRD SCHEDULE referred to above :**

The herds/flocks/fish catch/silk worms and cocoons, etc. short particular whereof are given hereunder :

**THE FOURTH SCHEDULE referred to above :**

The tools/equipments/fixtures/boats/machines/tractor/power tiller/tubewell/electric motors/diesel engine and other movables connected with and relating to farming/rearing of cattle and/or flock/fishing/sericulture.

**THE FIFTH SCHEDULE referred to above :**

**(Repayment programme for Term Loan granted)**

**Due date**

**Amount of installment**

The contents of the Agreement have been read over and translated into .....\* and explained to the Borrower(s) and he/she/they having understood the contents thereof subscribe(s) to these presents.

IN WITNESS WHEREOF THE Borrower(s) has/have set his/her/their hands(s) to these presents on the day and year first above written.

Place :

Date :

Signature(s)/ Thumb Impression of Borrower(s)

**MORTGAGE DEED NO. 1**

***(To be stamped as mortgage deed with the stamp duty eligible in the State where it is executed)***

This INDENTURE executed this day.....of ..... 200...  
in favour of Allahabad Bank, a Corporation constituted under the Banking  
Companies (Acquisition & Transfer of undertakings) Act., 1970 and having its  
Head Office at 2, Netaji Subhas Road, Kolkata-700001 and a Branch at  
.....

(hereinafter called "the Bank" which expression shall include its successors and  
assigns) by

\* Shri/Smt./Km. ....  
son of/wife/daughter of .....  
of (address) .....  
.....

\* Shri/Smt./Km. ....  
son of/wife/daughter of .....  
of (address) .....  
.....

\* Shri/Smt./Km. ....  
son of/wife/daughter of .....  
of (address) .....  
.....

\* Shri/Smt./Km. ....  
son of/wife/daughter of .....  
of (address) .....  
.....

\* Shri/Smt./Km. ....  
son of/wife/daughter of .....  
of (address) .....  
.....

OR

.....  
.....  
(hereinafter referred to as “the Borrower(s)” which expression shall unless the context or subject otherwise requires include his/her/their/heir(s), executor(s), administrator(s) and assign(s) jointly and severally).

WHEREAS the Borrower’s is/are the absolute and exclusive owner(s) and/or is/are otherwise well and sufficiently entitled to the piece or parcel of land specified in the Schedule-I hreto, together with all trees and buildings thereon (hereinafter referred to as “the Land”), which is free from encumbrances, attachment, charges and liens whatsoever other than the following :

- (a) Cash Credit at any time upto limit of Rs. .... (Rupees ..... only)
- (b) Overdrafts at any time to the extent of Rs. .... (Rupees ..... only)
- (c) Demand Loans at any one time for Rs. .... (Rupees ..... only)
- (d) Term Loans at any one time of Rs. .... (Rupees ..... only)

(hereinafter collectively and individually referred to as “the loans”) for the purpose of farming/rearing of cattle and/or flock fishing/ sericulture to be secured, *inter alia* by a simple mortgage of the land/house by the Borrower(s) in favour of the Bank.

**1. NOW THEREFORE, THIS INDENTURE WITNESS as follows :-**

In consideration of the premises aforesaid, the Borrower(s) hereby covenant (s) with the Bank as follows :

- a) the amount due in respect of the said Cash Credits/Overdrafts/Demand Loans forthwith upon demand by the Bank. However, in a case where for any reason cash credit or overdraft is permitted by the Bank at its absolute discretion to be repaid in installments and on such terms as may be stipulated by the Bank, the security as held hitherto shall continue to be subsisting and the conditions as to term loans herein

shall apply to the said loan subject to such changes as may be stipulated by the Bank.

- b) the amount due under the said Term Loans according to installments specified in Schedule-II hereunder written: or as modified from time to time by exchange of letters between the Borrower(s) and the Bank.

2. That the Borrower(s) shall pay interest on the Loans to be calculated on the daily balances in the account(s) with monthly/quarterly/half-yearly/yearly or other rests according to the practice of the bank and as per the guide-lines as applicable issued by RBI from time to time as may be applicable in the case of :

- a) cash credits at the rate of .....% above/below the ..... Prime Lending Rate rising and falling therewith or at such other rate as may be decided by the Bank from time to time with a minimum of .....% per annum.
- b) overdrafts at the rate of .....% above/below the Prime Lending Rate rising and falling therewith or at such other rate as may be decided by the Bank from time to time, with minimum of .....% per annum.
- c) demand Loans at the rate of .....% above/below the ..... Prime Lending Rate rising and falling therewith or at such other rate as may be decided by the Bank from time to time, with a minimum of .....% of per annum.
- d) Term Loans at the rate of .....% above/below the Prime Lending Rate rising and falling therewith or at such other rate as may be decided by the Bank from time to time, with a minimum of .....% of per annum.

Provided that the Bank shall at any time and from time to time be entitled to change the rate of interest and such revised rate of interest shall always be construed as agreed to be paid by the Borrower(s) and hereby secured. Borrower(s) shall be deemed to have notice of change in the rate of interest whenever the changes in Prime Lending Rate (PLR) displayed/notified at/by the branch/published in newspaper/made through entry of interest charged in the pass book/statement of accounts sent to the Borrower(s).

Further, without prejudice to the Bank's other rights and remedies, the Bank shall be entitled to charge at its own discretion enhanced rates of interest

on the outstanding in the loan account(s) or a portion thereof for any default or irregularity on the part of the Borrower(s) which in the opinion of the Bank warrants charging of such enhanced rates of interest for such period as the Bank may deem fit.

**THIS INDENTURE FURTHER WITNESSES THAT IN** pursuance of the agreement between the Borrower(s) and the Bank and in consideration of the premises aforesaid the Borrower(s) hereby GRANT(S) and TRANSFER(S) unto the Bank by way of Simple Mortgage as security for the loans advanced to the Borrower(s) all his/her/their right, title and interest in the Land/house together with all trees and other growths thereon and buildings, erections, structures, fixtures, fittings, equipments and machinery which now are or hereafter may at any time during the continuance of this security be erected or standing on or attached to or affixed to the land or any part hereof including all rights, liberties and easements in respect thereof AND all the estate, right, title, interest, claim and demand "whatsoever of the said Borrower(s) into and upon the Land and the said premises (hereinafter all referred to as "the mortgaged 'premises)").

**III. The Borrower(s) hereby covenant(s) with bank as follows :**

- a. The Bank shall not be required to make or continue any of the loans otherwise than at the Bank's discretion.
- b. The Borrower(s) shall at all times keep such items of mortgaged premises as are of insurable nature, insured against loss or damage by fire and other risks as may be required by the Bank, and shall deliver to the Bank all such policies. It shall be also lawful for but not obligatory upon the Bank to insure and keep insured by debit to the Borrower(s)' account(s) the mortgaged premises as are of insurable nature. This proceeds of such insurance shall at the option of the Bank either be applied towards replacement of the mortgaged premises or towards the satisfaction of the Bank's dues hereunder.
- c. The Borrower(s) shall permit the Bank and its servants and agents either alone or with workmen and others from time to time and at all reasonable times and without notice to the Borrower(s) but at the risk and expenses of the Borrower(s) and if so required as Attorney for and in the name of the Borrower(s) to enter into and upon the mortgaged premises and to inspect the same.

**IV. IT IS HEREBY AGREED AND DECLARED** by the Borrower(s) as follows :

1. In addition to the security over the mortgaged premises created hereunder the 'Borrower(s) shall be also' personally liable to repay the loans to the Bank.

2. Without prejudice to the other rights of the recourse available to the Bank hereunder.

a) If default shall be made by the Borrower(s) in payment of any moneys for the time being owing to the Bank or on the security of these presents or in payment of interest at the rate and in the manner agreed upon by him/her/them or in performance and observance of any covenant conditions or provisions herein contained and/or in the Loan agreement between the Borrower(s) and the Bank and on his/their part to be performed and observed.

b) If in the opinion of the Bank circumstances exist under which the Bank's interests are in jeopardy, or the whole or part of its security is/are likely to be adversely affected/reduced/lost/diminished by or in consequence of any act or omission of the Borrower(s) or for any other reason whatsoever, then and in anyone or more of such cases the money for the 'time being owing to the Bank from the Borrower(s) and/or on the security of these presents shall at the option of the Bank immediately become payable to the Bank and the Bank shall be entitled to exercise any of its rights and remedies in its discretion for realisation of the mortgage debt and the decision of the Bank as to whether anyone or more of the aforesaid circumstances exist shall be conclusive and binding upon the Borrower(s). In the event of the amount due to the Bank hereunder not being fully satisfied out of the sale proceeds of the mortgaged premises the Borrower(s) shall be liable personally to repay the balance to the Bank.

3. All the obligations of the Borrower(s) as Mortgagor and all the rights and remedies and powers of the Bank as Mortgagee under the law for the time being in force except so far as they may be expressly varied or may be inconsistent with these presents shall be deemed to be incorporated in these presents. PROVIDED THAT the provisions of Section 61, 65A and 67A, respectively, of the Transfer of Property Act, 1882, shall not apply to these presents or to the

Borrower(s) as Mortgagor or the Bank as Mortgage *inter se* and this shall be deemed a contract to the contrary for the purpose of these sections.

4. The Borrower(s) shall bear and pay all out of pocket expenses of such inspection(s) as may be carried out by the Bank in respect of the mortgaged premises.

5. **Mortgage Deed** - That the Borrower(s) hereby gives his/her/their consent for the loans advanced to the Borrower(s) being recovered as a public demand/moneys in terms of any legislation relating to recoveries thereof, where such consent is necessary under such legislation.

6. "That this Mortgage is intended to and shall operate as a continuing security for all loans, indebtedness and liabilities of the Borrower(s) to the bank at all times during the subsistence of this mortgage not with standing :

- a) the existence of a credit balance or "NIL" balance in the loan accounts of the Borrower(s) at any time or any partial payment or fluctuation of accounts; or
- b) any loans or any part thereof have been repaid either after demand has been made by the Bank or otherwise or has not been so repaid on demand.

7. If the Borrower(s) be more than one individual, each one or any of them is authorised and empowered by the others of them to admit and acknowledge their liability to the Bank by any payment into the account or by way of express writing in any manner or otherwise and any such admission and acknowledgement of the liability by one or more of them shall be construed to have been made on behalf of each of them.

8. This mortgage is in addition to and not in substitution of earlier mortgages if any, created by the Borrower(s) in favour of the Bank.

**THE SCHDEULE-I REFERRED TO ABOVE :**

(here enter particulars to land/house including the nature/share of the Borrower(s) interest in Land/House)

**THE SCHEDULE-II REFERRED TO ABOVE :**

(here enter repayment installments of Term Loans)

Due date

Amount

The contents of the indenture have been read over and translated into\* .....  
To and explained to the Borrower(s) and he/she/they having understood the contents thereof subscribe(s) to these presents.

IN WITNESS WHERE OF the Borrower(s) has/have set his/her/their hand(s) to these presents on this day and year first above written in the presence of each of the attesting witnesses mentioned below and each of the attesting witnesses has put in his/her/their signature in the presence of the Borrower(s).

Borrower(s) Signature

SIGNED AND DELIVERED by the

Above named in the presence of :

1. Signature .....

Name .....

Address .....

2. Signature .....

Name .....

Address .....

The Senior Manager/Manager Allahabad Bank  
.....Branch

Dear Sir,

I, Sri .....do hereby confirm that Sri/Smt.....  
S/o/W/o.....has/have executed the following  
documents on date at your Branch in my presence in connection with his/her/their  
availing of the financial facility under Kisan Shakti Yojana on Kisan Credit-cum-  
Kisan Shakti Card.

1. Promissory Note (P.2/P2(A)/P.3/P.3(A) for Rs.....
2. Money Consideration Receipt (M.6) for Rs.....
3. Hypothecation Agreement (Form No, ACH.)
4. Mortgage Deed NO.1 (Form No. ACM. i) / Declaration under Agricultural  
Credit Operation Act.
5. Acknowledgement of sanction letter dated.....

The contents of the above documents have been read over and explained to  
him/her/them in vernacular language and he/she/they has/have executed the said  
documents after fully understanding the contents of the documents and  
implications thereof.

Yours faithfully,

.....

Left Thumb Impression of the Borrower(s)

Sri/Smt.....

.....

Place.....

Date.....

.....

(Signature)

Full Name .....

S/o/W/o.....

Address .....

**REVIVAL LETTER-I**

*(To be obtained from the Borrower)*

To

ALLAHABAD BANK,

.....  
.....

Dear Sir,

With reference to the loans aggregating to a sum of Rs.....  
(Rupees .....only) which the Bank, has granted to me/  
us in respect of which I/we have executed the hypothecation agreement dated  
.....

I/We acknowledge and confirm for the Purpose of Section 18 of the Limitation Act, 1963, and any like limitation law in order to preclude any question of limitation law, that ram/we are and hereby confirm to be liable to you for the payment of all the outstanding in respect of the loans granted and the said hypothecation agreement shall remain in full force with all relative securities, agreements and obligations.

Yours faithfully,

Date:

Place:

[BORROWER (S)]

\*\*\*\*\*