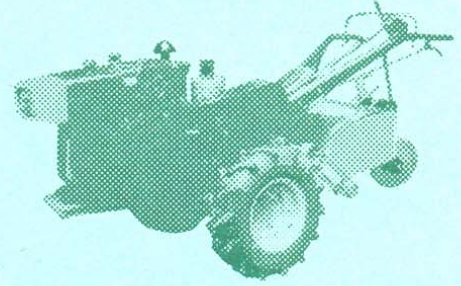
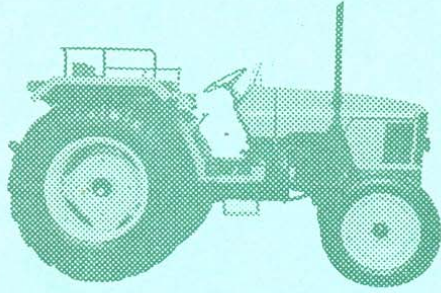


प्रलेखन पुस्तिका / DOCUMENTATION BOOKLET

ट्रेक्टर/पावर टिलर वित्तपोषण योजना TRACTOR/POWER TILLER FINANCE SCHEME



शाखा :

BRANCH :

उधारकर्ता का नाम :

BORROWER'S NAME :

पि/एन-एल/एफ :

P/N-L/F :

ऋण राशि रु :

LOAN AMOUNT Rs. :

संस्वीकृत करने की तारीख :

DATE OF SANCTION :

चुकोती अवधि

REPAYMENT PERIOD :

प्रतिभूति एल/एफ सं :

SECURITY L/F No. :

इलाहाबाद बैंक

(भारत सरकार का उपक्रम)

प्रधान कार्यालय : 2 एन. एस. रोड
कोलकाता - 700 001



ALLAHABAD BANK

(A Govt. of India Undertaking)

Head Office : 2, N. S. Road,
Kolkata - 700 001

विश्वास की परम्परा
A Tradition of Trust

ALLAHABAD BANK

Application No..... Year

Application form for Agricultural Credit

(To be obtained one time or whenever there is change)

The Manager
ALLAHABAD BANK

.....

Dear Sir

I/We hereby apply for a loan/ loans aggregating of Rs. _____
(Rupees _____ only) and furnish below the necessary information.

	Type of Credit	Name of Scheme <i>(In case of Govt. Sponsored Scheme)</i>	Amount (Rs.)
1.	Production Credit Loan (As per Form (AC-ST-I))		
2.	Term Loan (As per From AC-TL-____) Purpose a) b)
	Total		

GENERAL INFORMATION

1. Full name of the applicant (s) Age Educational Qualification Village Taluka Block/P.O.

a. Shri/Smt.

.....

S/D/W/of

.....

b. Shri/Smt.

.....

S/D/W/of

.....

OR

.....

* (If the borrower is other than individual/co-owners, the borrower, is to be described in accordance with the constitution of the borrower)

2. Name of the Family Members Relationship Whether Dependant Annual Income (Rs.)

a.

b.

c.

d.

3. Name of the Karta (in case of Joint Hindu Family) :

4. Whether belong to a) Scheduled Castes/Tribes/Backward Class/Monitoring Community

b) Small Farmer/Marginal Farmer/Agril. Labourer

5. Deposits Accounts if any : Bank _____ Branch _____ A/c No. _____

6. Particulars of land holding (if Lease hold/Share cropper, specify). Furnish copies of land records.

Village	Survey No Block No.	Title			Area in acres	Of which irrigated	Source of Irrigated	Encumbrance any

7. Present Annual Income

a) Agricultural Income Rs.

b) Other Income (Specify) Rs.

..... Rs.

..... Rs.

Total Income Rs.

8. Particulars of existing liabilities as borrower, if any

Name of the Institution	Purpose of Loan	Present outstanding (Rs.)	Of which overdue (Rs.)	Security offered	Installment amount repayable during the year (Rs.)
1. Our Bank					
2. Other Bank (specify)					
3. Co-op. Credit Societies					
4. Land Development Bank					
5. Other Creditors					
6. Govt. Dues					

9. Liabilities as Loan sanctioned to Shri/Smt. :

Guarantor Loan sanctioned to Shri/Smt. :

Amount of Loan : Rs.

Balance Outstanding : Rs.
(As on)

Status of Account : Regular/Overdue

10. Particulars of farm equipments/livestock/immovable assets owned

I. Moveable	Number	Present Value (Rs.)
a) Plough cattle
b) Plough cattle
c) Poultry birds
d) Oil engine/Electrical Motor/ Pump sets
e) Power Tiller
f) Tractors
g) Transport Vehicles
h) Other implements
II. Immoveable	Number	Present Value (Rs.)
a) Particulars of the poultry (Owner/Lease/Pattadar/Share Cropper) :
b) House Building :
c) Tractor Shed/ Farm Shed :
d) Fishing Ponds/ Tanks :

11. Security (ies) proposed to be offered :

i. Primary

a)

b)

ii. Collateral (Where applicable) :

a)

b)

12. Particulars about Guarantors, if any :

Name of the Gaurantors	Address	Worth (Rs.)
i)
ii)

I/We hereby declare that the particulars given above are true and correct to the best of my / our knowledge and belief.

I/We hereby authorise the Bank to disclose all or any particulars or details of information relating to my/our loan accounts with the Bank to any other financial institution, government or any agency (ies) as may be considered necessary or desirable by the Bank.

It will be in order for the Bank to disqualify me/us from receiving any credit facilities from the Bank in case it is proved that the declaration of my/our outside borrowings made above contain misrepresentation of facts.

J/We hereby declare that I/We have no borrowings/liabilities excepting those mentioned under item (8) and (9) as on the date of application.

I/We hereby undertake to abide by the terms and conditions that the Bank may stipulate in sanction of this loan and inform Bank in the event of acquiring any other assets during the tenure of the advance.

Applicant (s)' name

Signature (s)/Thumb impression

1.

2.

Place :

Date :

4. Cropping Pattern :

Existing (pre-development)			Proposed (post development)				
Crop	Area (in acres)		Total Value of produce (Rs.)	Crop	Area (in acres)		Total Value of produce (Rs.)
	Irrigated	unirrigated			Irrigated	unirrigated	
Kharif				Kharif			
(i)				(i)			
(ii)				(ii)			
(iii)				(iii)			
(iv)				(iv)			
(v)				(v)			
Rabi				Rabi			
(i)				(i)			
(ii)				(ii)			
(iii)				(iii)			
Summer				Summer			
(i)				(i)			
(ii)				(ii)			
Perennial				Perennial			
Plantation				Plantation			
Total : A				Total : B			

5. Annual Cash Generation

5.1 From Crop Cultivation Rs (B)

5.2 From Customers hiring/ Transport Rs (B)

5.3 From non-farm & other sources (Specify source) Rs (B)

5.4 Total Annual Cash Generation (5.1 + 5.2 + 5.3) Rs (B)

6. Incremental Income From the Activity (A+B+C) = Rs. _____

7. Repayment : Loan of Rs. _____ to be repaid in _____ Annual / Half-yearly/ Quarterly/ monthly installments of Rs. _____ each plus interest due.

Signatures/ Thumb impression of applicant (s)

Signature of Appraising Officer

Place :

Date :

**Memorandum for sanction of Term Loan for
Tractors, Power Tillers and Farm Machineries**

Observations of the Appraising Officer

- (a) The applicant(s) is/are genuine agriculturist/s and is/are capable of successfully persuring the activity. Y/N
- (b) The farm has the necessary technical facilities/ infrastructure to support the activity proposed by availing the loan Y/N
- (c) The techno economic viability of the proposal has been found satisfactory. Y/N
- (d) The farmer has the knowledge of maintenance and operation of machinery. Y/N
- (e) After sales service including repairs facility are available adequately. Y/N
- (f) The estimated cost of the proposed machinery is as per the market rate in the area Y/N

Recommendations of the Appraising Officer

The relevant land record/ documents have been obtained and verified and found correct.

The farm was visited by me on _____ (Give date)

a) Limit recommended Rs. _____

b) Security Proposed (i) Hypothecation of _____

(ii) Mortgage/charge on land measuring _____ acres

(iii) Guarantee of

(a) Shri _____

S/o _____

(b) Shri _____

S/o _____

c) Repayment schedule : _____ (Number of installments) Monthly/ Quarterly/
Half Yearly/ Yearly installments of
Rs. each plus interest due.

d) Gestation period : _____ (Number of months)
Therefore, the first installment will become due
on

e) Insurance, wherever applicable

Place : Signature of appraising officer with name and designation

Date : Sanctioned

Place : Signature of the sanctioning authority with
name and designation

Date :

REPORT ON MEANS AND STANDINGS (BORROWER/ GUARANTOR)

1. Name : _____ S/o W/o _____ Age _____

2. Address

(A) ASSETS

1. Details of Landed Property : Approx. Market value

Area Village Rs. _____

2. House Property (Give description) Rs. _____

3. Buildings/Others structures if any : Rs. _____

4. Deposits with our Bank : Rs. _____

Other Bank : 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. _____	Rs. _____
Total Assets			Rs. _____

ALLAHABAD BANK

Head Office: 2, Netaji Subhas Road

Kolkata-700 001

Ref. No

Branch:

Shri/Smt

Date

S/o/W/o

Village

P.O

Dist

Dear Sir/Madam,

**Sanction of Loan under the
Scheme for Financing Tractor/Power Tiller**

With reference to your application dated for a loan under the Scheme named above, we are pleased to sanction you a loan of Rs..... (Rs.....only) for purchase of a Tractor/Power tiller at a total cost of Rs.....(Rsonly) from M/s(As per proforma Invoice dated) under the following terms and conditions:

- 1. Margin : %
- 2. Rate of Intt. : %p.a.
- 3. Moratorium Period :
- 4. Repayment : In equal half yearly installment of Rs. the first such installment falling due on
- 5. Security : a) Hypothecation of Tractor/ Power Tiller with accessories to be purchased
AND
b) Charge/Mortgage of agricultural land.
OR
c) Guarantee from two persons of adequate means and repute acceptable to the Bank.
- 6. a) Processing Charges & Documentation Fees :
- b) Upfront Fee :

7. OTHER TERMS & CONDITION:

- The vehicle will be registered with the Road Transport Authority in joint names of the Bank and yourself, the name of the Bank as financier.
- The Vehicle will be insured for full value against comprehensive risks of accident, fire, theft, riot, burglary etc. at your cost, which may be debited from your Loan A/c. with us.
- The Duplicate Key of the Vehicle along with the duplicate copy of the Blue Book will be retained by the Bank during the tendency of the loan.
- The above terms & condition 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.
- 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.
- The sanction does not vest in anyone the right to claim any damage against the Bank for any reason whatsoever.
- The immovable properties mortgaged to the Bank will be valued/revalued from time to time.
- The borrower(s) will submit a certificate that he/she/they is/are not related to any senior executive of the Bank.
- All legal expenses and cost of stamp paper for completion of the documentation f, formalities will be borne by the borrower(s).
- 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 and address along with details of outstanding dues payable by you to the Bank and also relevant details in news paper and other publicity media.
- Bank Officials should have free access to your farm & house for inspection/verification of the assets purchased out of Bank loan and also follow-up as and when necessary.
- 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,

Chief Manager/Senior Manager/Manager

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

Ref. No..... Branch :.....
Shri/Smt..... Date

S/o/W/o

Village

P.O.....

Dist.....

Dear Sir/Madam,

Sanction of Loan under the
Scheme for Financing Tractor/Power Tiller

With reference to your application dated for a loan under the Scheme named above, we are pleased to sanction you a loan of Rs. (Rsonly) for purchase of a Tractor/Power tiller at a total cost of Rs (Rsonly) from M/s (As per proforma Invoice dated) under the following terms and conditions:

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2. Rate of Intt. : %p.a.
3. Moratorium Period :
4. Repayment : In equal half yearly installment of Rs. the first such installment falling due on
5. Security : a) Hypothecation of Tractor/ Power Tiller with accessories to be purchased
AND
b) Charge/Mortgage of agricultural land.
OR
c) Guarantee from two persons of adequate means and repute acceptable to the Bank.
6. a) Processing Charges & Documentation Fees :
b) Upfront Fee :

7. OTHER TERMS & CONDITION:

- The vehicle will be registered with the Road Transport Authority in joint names of the Bank and yourself, the name of the Bank as financier.
- The Vehicle will be insured for full value against comprehensive risks of accident, fire, theft, riot, burglary etc. at your cost, which may be debited from your Loan A/c. with us.
- The Duplicate Key of the Vehicle along with the duplicate copy of the Blue Book will be retained by the Bank during the tendency of the loan.
- The above terms & condition 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.
- 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.
- The sanction does not vest in anyone the right to claim any damage against the Bank for any reason whatsoever.
- The immovable properties mortgaged to the Bank will be valued/revalued from time to time.
- The borrower(s) will submit a certificate that he/she/they is/are not related to any senior executive of the Bank.
- All legal expenses and cost of stamp paper for completion of the documentation f, formalities will be borne by the borrower(s).
- 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 and address along with details of outstanding dues payable by you to the Bank and also relevant details in news paper and other publicity media.
- Bank Officials should have free access to your farm & house for inspection/verification of the assets purchased out of Bank loan and also follow-up as and when necessary.
- 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,

Chief Manager/Senior Manager/Manager

The Senior 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 the terms and condition proposed by
you, or as will be stipulated from time to time.

Place :

.....

Date :

Signature of the Borrowers

Rs Date

Received from Allahabad Bank

The sum of Rupees

Being amount of

.....

M/No. 6
1989

(Applicable where interest is linked with PLR only)

Demand Promissory Note

Rs.

Place :

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 linked with PLR only)

Demand Promissory Note

Rs.

Place :

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 below/at/over **Allabahad Bank's** Prime Lending/Deposit rate with

Rests.

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

VALUE RECEIVED

(Revenue Stamp)

HYPOTHECATION AGREEMENT

To

ALLAHABAD BANK

THIS AGREEMENT executed at _____ this
_____ day _____ 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,
Calcutta-700 001 and a Branch at _____

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

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

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

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

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

OR

.....
.....

(hereinafter referred to as the “the Borrower(s) which expression shall unless the context or subject otherwise requires include his/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 up to limit of Rs.

(Rupees only)

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

(Rupees only)

(c) Demand Loans at any one time of Rs.

(Rupees only)

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

(Rupees only)

(e) Other Credit facility of any one time of Rs.

(Rupees only)

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

.....

.....

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

(1) 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 0 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 moveable 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) receivable and investment, moveable assets and valuable;

(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 debit 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 U 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 a minimum of % per annum.
- c) demand loans 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.
- d) term loans 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.

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 secure. 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 right 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 or for any default or irregularity on the part of the Borrower(s) which in the opinion of the Bank warrants charging or 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 or demand loan 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 hither to 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 event of any default in payment of any of the installments or any part thereof any other irregularity on the part of the Borrower(s) the entire balance then outstanding with interest, cost, 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 installments 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 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 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;

- a) In the event of any default as above the Bank shall have the right
- b) to recover the entire dues,
- c) to suspend any withdrawal to be effected,
- d) take possession of the security so created forthwith and
- e) 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:

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)

Terms and Condition:

1. That the Borrower(s) will at all times maintain a sufficient quality am 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 non-performance of an obligation on the part of the Borrower(s) or on the occurrence of any circumstances in the opinion of the Sank 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 withstanding that all or any of the security may not have been realised.
 - d. The Bank shall be entitled to settle, compromise, submit to arbitration and deal with any manner with any rights, debts, claims 01 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 in favour 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 policies. 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. That 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 not with standing.

- 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 an demand.

9. That if the Borrower(s) 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/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 acknowledgment 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/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 of parcel of land as detailed hereunder (specify here for identification the details like survey number, village name etc.

THE THIRD SCHEDULE (referred to above).

The herds/flock/fish worms and cocoons etc. short particular whereof are given hereunder :

THE FOURTH SCHEDULE (referred to above).

The tools equipments /fixtures/boats/mach/machines/tractor/power tiller/tubewell/ electric motors/diesel engine and other moveables 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

* Hear enter the name of the language

The contents of the Agreement have been read over and translated into

* and explained to 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/their hand(s) to these
presents on this the day and year first above written.

Place

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

Date :

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 and Transfer of Undertakings) Act, 1970 and having its Head
Office at 2, Netaji Subhas Road, Kolkata-700 001 and having Branch office at
..... (hereinafter
called "the Bank" which expression shall include its successors and assigns) by

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

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

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

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

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

OR

.....
.....

(hereinafter referred to as “the Borrower(s)” which expression shall 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 hereto, together with all trees, and buildings thereon (hereinafter referred to as “the Land”), which is free from encumbrances, attachments, charges and liens whatsoever other than the followings –

AND WHEREAS at the request of the Borrower(s) the Bank has granted/agreed to grant from time to time to the Borrower(s) accommodation to the aggregate extent of Rs.

..... (Rupees

..... Only) inter alia by way of :-

(1) Cash Credit at any one time upto the limit of Rs.

(Rupees only)

(2) Overdrafts at any one time upto the extent of of Rs.

(Rupees only)

(3) Demand loans at any one time for Rs.

(Rupees only)

(4) 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 WITNESSES as follows :-

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

1. The Borrowers (s) shall repay to the Bank :-

(a) the amount due to 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 letter 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 %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 % 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.

II. 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 by erected or standing on or attached to or affixed to the land or any part hereof including all rights., liberties and easements in respects 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 (here in after all referred to as "the mortgaged premises").

III. The Borrower(s) hereby confirmation(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.

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 and 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 67 A, 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 Mortgagee 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 notwithstanding :
 - 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 SCHEDULE-I REFERRED TO ABOVE

(Here enter particulars of 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 the explained to the Borrower (s) and he/she they understood the contents thereof subscribed(s) to these present.

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

Borrower(s) Signature

SIGNED AND DEVELOPED by the
Above named in the presence of :

1. Signature

Name

Address

2. Signature

Name

Address

MORTGAGE DEED NO. 2

(To be stamped as Mortgage Deed with the stamp duty eligible in the State where it is executed)

THIS INDENTURE Executed the day of 20 in favour of Allahabad bank, a Corporation constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act. 1970 and having its Head Office, at 2, Netaji Subhas Road, Calcutta-700 001 and a Branch office at (Place) (Address)

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

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

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

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

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

OR*

(Hereinafter referred to as 'the Mortgagor(s)' which expression shall include his/her/their heirs, executors, administrators, successors and assigns jointly and severally)

Whereas the Mortgagor(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/house specified in the Schedule I hereto, together with all

* * * *

trees and buildings thereon (hereinafter referred to as the land/house) which is free from encumbrances, attachments, charges and lines whatsoever other than the following:

AND WHEREAS at the request of the Mortgagor(s) and of*

.....
(hereinafter referred to as the Borrower(s) which expression shall include his/her/their heir(s) administrators, successor(s) and assign(s) jointly and severally) the Bank has agreed to grant -from time to time to the Borrower(s) accommodation to the aggregate extent of Rs.(Rupeesonly),
inter alia, by way of

- (1) Cash Credits at anyone time up to the limit of Rs.
(Rupees..... only)
- (2) Over drafts at anyone time to the extent of Rs.
(Rupees..... only)
- (3) Demand Loans at -anyone time for Rs.
(Rupees..... only)
- (4) Term Loans at anyone 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 secured, *inter alia*, by a simple mortgage of the land/house by the mortgagor(s) in favour of the Bank.

I. 'NOW, THEREFORE, THIS INDENTURE WITNESSES AS Follows:

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

That in pursuance of the agreement between the Borrower(s) and the Bank and in consideration of the premises aforesaid the Mortgagor(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, erectians, structures, fixtures, fittings, e-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/house of any part thereof including all rights, liberties and easements in respect thereof and all the estate right, title, interest, claim and demand whatsoever of the said Mortgagor(s) into and upon the land and 'the said premises (hereinafter all referred to as "the mortgaged premises")

II. The Mortgage or(s) hereby covenant(s) with the 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 Mortgagor(s) shall at all times keep such items of mortgaged premises as are of insurable nature, insured against lass or damage by fire and other risks as may by 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 Mortgagor(s)' account(s) the mortgaged premises as are of insurable nature. The 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 Mortgagor(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 Mortgagor(s) but at the risk and expenses of the Mortgagor(s) and if so required as Attorney for and in the name of the Mortgagor(s) to enter into and upto the mortgaged premises and to inspect the same.

III. IT IS HEREBY AGREED AND DECLARED by the Mortgagor(s) as follows:

In addition to the security over the mortgaged premises created hereunder the Mortgagor(s) shall be also personally liable to repay the loans to the Bank:

(a) Without prejudice to the other rights of and recourses available to the Bank hereunder:

(i) Default shall be made by the Mortgagor(s) in payment of any money for the time being owing to the Bank 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 therein contained in the loan agreement between the Borrower(s) and the Bank and on his/her/their part to be performed and observed.

(ii) 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/is likely to be adversely affected, reduced, lost/ diminished by or in consequence of any act or omission of the Mortgagor(s), or for any other reason whatsoever, then and in any one or more of such cases the money for the time being owing to the Bank from the Mortgagor(s) 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 to enforce this mortgage and the decision of the Bank as to whether anyone or more of the aforesaid circumstances exist shall be conclusive and binding upon the Mortgagor(s). In the event of the amount due to the Bank not being fully satisfied out of the sale proceeds of the mortgaged premises the Mortgagor(s) shall be liable personally to repay the balance to the Bank.

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

(c) The Mortgagor(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.

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

IV. 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 account, 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.

V. If the Mortgagor 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 by construed to have been made on behalf of each of them.

VI. 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 SCHEDULE REFERRED TO ABOVE

(Here enter particulars of land/house including the nature/share of the Mortgagor(s)' interest in land/house).

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

INWITNESS WHERE OF the Mortgagor(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 witness has put in his/her signature in the presence of the Borrower(s)

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

Mortgagor(s)

SIGNED AND DELIVERED by the above mentioned in the presence of:

- 1.
- 2.
- 3.

Attestation of the Borrower(s) to be obtained.

DEED OF GUARANTEE

(To be stamped as an agreement, not to be attested)

The Allahabad Bank

.....

Place

.....

Date

The consideration of the Allahabad Bank, a corporation constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act. 1970 and having its Head Office at 2, Netaji Subhas Road, Kolkata-700 001 (hereinafter referred to as "the Bank") and Branch Office at having at my/our request granted/agreed to grant/continue to grant from time to time to

*

son of/wife of daughter of

address

.....

*

son of/wife of daughter of

address

.....

*

son of/wife of daughter of

address

.....

*

son of/wife of daughter of

address

.....

OR*

.....
.....

Who are carrying on the business of farming/rearing of cattle and/or flock/fishing, sericulture [hereinafter referred to as "the Borrower(s)"]

(1) Cash Credits at anyone time up to the limit of Rs.
(Rupees..... only)

(2) Over drafts at anyone time to the extent of Rs.
(Rupees..... only)

(3) Demand Loans at -anyone time for Rs.
(Rupees..... only)

(4) Term Loans at anyone time of Rs.
(Rupees..... only)

(hereinafter collectively and individually referred to as "the loans")

*
son of/wife of daughter of
address
.....

*
son of/wife of daughter of
address
.....

*
son of/wife of daughter of
address
.....

*
son of/wife of daughter of
address
.....

hereby guarantee repayment of all moneys payable by the Borrower(s) to the Bank in respect of the loans together with interest thereon and all costs and expenses and the due performance by the Borrower(s) of the terms of the loans and I/we also agree to pay and make good to the Bank on demand all losses, costs, damages and expenses occasioned to the Bank by reason of non-payment or the breach of any of the terms aforesaid subject to the terms and conditions hereinafter contained:

- (1) I/We agree that the guarantee given hereunder is enforceable notwithstanding any dispute or any suit that may be pending between the Bank and the Borrower(s).
- (2) That the guarantee given hereunder is intended and shall operate as a continuing one for all loans, indebtedness and liabilities of the Borrower(s) to the Bank at all times during the subsistence of this Agreement notwithstanding :
 - a) that any of loan account(s) may at any time or from time to time be brought to credit/Nil; or
 - b) any loans or any part thereof may be repaid either after demand has been made by the Bank or otherwise or has not been so repaid on demand.
- (3) That the Bank shall be at liberty and without the consent or knowledge of me/us at any time or from time to time to vary the terms of the loans or to grant to the Borrower(s) any time or indulgence and to determine, enlarge or vary the amount of the loans and to take or not to take any security and if taken to vary, exchange or take other security or release, lose or part with any security held or to be held by the Bank for the loans or any part thereof and to compound or make any other arrangement with the Borrower(s) without releasing or discharging me/us and/or in any manner affecting my/our liability under the guarantee and I/we shall be deemed to become liable hereunder in all respects including such variation, composition or arrangement.
- (4) That the guarantee hereby given is independent and distinct from any security that the Bank has stipulated to take or has taken or may take in any manner whatsoever and I/we shall have no right to the benefit of any security that may be held by the Bank until the claims of the Bank against the borrower(s) in respect of the loans or otherwise whatsoever shall have been fully satisfied.

And further that notwithstanding the provisions of section 140 and 141 of the Contract Act, 1872, or any other provision of that Act or any other law, I/we will not claim to be discharged on account of the Bank's failure to take any security or for losing for any reason whatsoever including reasons attributable to Bank's default and negligence and to the operation of law, any such security.

- (5) That without prejudice to the effect in any manner whatsoever of the foregoing clause, the Bank's failure in requiring performance of any of the terms contained in any Agreement(s) or letter(s) and the default of the Bank in enforcing the performance of any of the terms shall not have the effect of releasing me/us from my/our liability.

- (6) That if the Borrower(s) shall become insolvent, enter into liquidation (compulsory or voluntary) or make any arrangement or composition with creditors, the Bank (notwithstanding payment to the Bank by me/us or any other person of the whole or any part of the amount hereby secured) shall rank as creditor and prove against the estate of the Borrower(s)-for the full amount of the Bank's claims against the Borrower(s) or agree to and accept any composition in respect thereof and the Bank may receive and retain the whole of the dividends, compensation or other payments thereof to the exclusion of all my/our rights as guarantor(s) in competition with the Bank until all the Bank's claims are fully satisfied and I/we will not by paying off the amount payable by me/us any part thereof or otherwise prove or claim against the estate of the Borrower(s) until the whole of the Bank's claim against the Borrower(s), in respect of all the liabilities whatsoever have been satisfied and the Bank may enforce and recover payment from me/us of the full amount payable by me/us notwithstanding any such proof of composition as aforesaid.

- (7) That in the case of the Borrower(s) being a firm(s) my/our guarantee and obligations hereunder shall not be affected by any change in the constitution of such firm(s) whether consisting of or reduced to one individual at any time and in case of our being firm, our firm and all members of firm from time to time thereof shall be bound hereby notwithstanding any change in the constitution of our firm whether consisting of or reduced to one individual at

any time and being more than one individual all of us shall be bound jointly and severally. We further agree that in the event of our being more than one individual unconnected in partnership notwithstanding anything hereinbefore contained we shall be jointly and severally liable to the Bank for the entire outstanding in respect of the loans.

(8) That the Guarantor(s) hereby give(s) his/their consent for the amount under this guarantee being recovered as a public demand/money in terms of any legislation relating to recoveries thereof, where such consent is required under such legislation.

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

Shri (Guarantor)

Shri (Guarantor)

Shri (Guarantor)

Shri (Guarantor)

Signed and delivered by the said

LETTER WAIVING PRESENTMENT OF PRONOTE

Allahabad Bank,

.....

.....

Dear Sir,

With reference to the promissory note for Rs.
executed by me this day in your favour. I dispense with the waive presentment of the
promote to me for the purpose of payment. I also waive my right to take advantage
of any default in presentment for payment. I further waive any demand and notice to
me for this purpose of payment of the promote by me.

Yours faithfully

(BORROWER)

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 Banks 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 Limited Act, 1963, and any like limitation law in order to preclude any question of limitation law, that I am/we are and hereby confirm to be liable to you for 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

[BORROWER (S)]

Date :

Place :

REVIVAL LETTER-II

(To be obtained from the Guarantor)

To

Allahabad Bank,

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

Dear Sir,

With reference to the loans aggregating to a sum of Rs.
(Rupees only) which the Bank has granted/
continued to grant to

State the name (S) of the Borrower (S)

in respect of which I/we have executed the guarantee agreement dated,
I/we acknowledge and confirm for the purpose of Section 18 of the Limitation Act, 1963
and any like limitation law I order to preclude any question of limitation law, that I am/we
are and hereby confirm to be liable to you as guarantor (s) for the payment of all the
outstanding in respect of the said loans and the said guarantee agreement shall remain in
full force with all relative obligations.

Yours faithfully

1.
(GUARANTOR)
2.
(GUARANTOR)

Date :

Place :

To
The Senior Manager/Manager
ALLAHABAD BANK,
..... **Branch**

Dear Sir,

I, Srido hereby confirm that
Sri/Smt/Ms.....S/o/W/o
of (address)
has executed the following documents on date at your Branch in my presence in
connection with his/her availing of financial facility under Tractor/Power tiller.

1. Acknowledgement of sanction letter.
2. Limit Promote for Rs.....
3. Hypothecation Agreement (ACH)
4. Mortgage Deed NO.1 (ACM i)/Declaration under Agril. Credit Operation Act.
5. Deed of Guarantee - ACG
6. ADV Ag S-5

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

Yours faithfully,

.....
(Signature)

.....
Left hand thumb Impression of Borrower

Sri/Smt./Ms

Full Name

Father's Name.....

Address

Place:

Date: