

चेक लिस्ट

- 1 आवेदन पत्र पूरा भरा होना चाहिए।(दो प्रतियों में) पृष्ठ -01 से 34
- 2 एग्रीमेन्ट (D-01 to D-10)
- 3 प्रोमेसरी नोट (D-9/17&D-10) पृष्ठ -31 से 32
- 4 अपना गोदाम है तो उसका प्रमाण पत्र स्वहस्ताक्षरित प्रमाण पत्र
- 5 गोदाम नहीं है तो भाड़े के गोदाम का एग्रीमेन्ट
- 6 अवदेन पत्र पर हस्ताक्षरित पदाधिकारियों का फोटोयुक्त पहचान पत्र /आधार कार्ड स्व अभिप्रमाणित
- 7 हस्ताक्षरित स्थानों पर मुहर
- 8 भेट नं०/पैक्स का पैन /GST नं० संबंधी प्रमाण पत्र
- 9 संलग्न सभी कागजातों को अध्यक्ष द्वारा अभिप्रमाणित किया होना चाहिए
- 10 बी०सी०ओ० की अनुशंसित आवेदन
- 11 पैक्स अध्यक्ष दारा अभिप्रमाणित प्रस्ताव और बी०सी०ओ० दारा अनुशंसित प्रस्ताव
- 12 अध्यक्ष /प्रबन्धक/कार्यकारणी सदस्य का अध्यतन फोटो
- 13 मैडेन पृष्ठ -33 भरा होना चाहिए।
- 14 कार्यकारणी सदस्यों की संख्या और उनके नाम संबंधी प्रमाण पत्र
- 15 समिति के कार्यवाही पंजी के मूल प्रस्ताव की प्रति जो बी०सी०ओ० से अभिप्रमाणित प्रति

समस्तीपुर डिस्ट्रीक्ट सेन्ट्रल को-ऑपरेटिव बैंक लि०

धान/गेहूँ अधिप्राप्ति हेतु कैश क्रेडिट ऋण विवरणी -
2018-19

शाखा -.....

समिति का नाम-.....

समिति का रजिस्ट्रेशन संख्या-.....

प्रखंड-.....

जिला-समस्तीपुर
आवेदित राशि-.....

स्वीकृत राशि-.....

संचिका संख्या-.....

अध्यक्ष का नाम-

पिता का नाम-..... मोबाईल नं०-91-.....
पता,
ग्राम- पो०-..... थाना-.....
प्रखंड-..... पिन-.....

कार्यकारणी सदस्य का नाम'-

पिता का नाम-..... मोबाईल नं०-91-.....
पता,
ग्राम- पो०-..... थाना-.....
प्रखंड-..... पिन-.....

प्रबंधक का नाम/द्वितीय कार्यकारणी सदस्य का नाम-.....

पिता का नाम-..... मोबाईल नं०-91-.....
पता,
ग्राम- पो०-..... थाना-.....
प्रखंड-..... पिन-.....

संचिका में संलग्न कुल पृष्ठ-.....

THE SAMASTIPUR DISTRICT CENTRAL CO-OPERATIVE BANK Ltd.

Form of application for Cash Credit Limit to Societies
To be submitted in duplicate

To,

The Managing Director

The Samastipur District Central Co-operative Bank Ltd.

Branch.....

Sub:- Application for Sanction of Cash Credit Limit for purchase of **Paddy / Wheat** .

Dear Sir,

We.....PACs do hereby apply for a cash credit limit of (Rs.....

.....) for the year.....for purchase of **Paddy/Wheat** Crop. We furnish herewith the under noted statements and documents for your needful.

1. Resolution of the Managing Committee of the Society requesting for sanction of Cash Credit limit for procurement.
2. Audited/Tentative trading A/c, P/L a/c and Balance sheet of the society as on.....
3. Up to date Receipt & Expenditure statement
4. The society has been audited till the yearand classified as by the Audit.

It is, therefore requested to sanction cash credit limit of the said amount at the earliest.

Yours Faithfully

Stamp

Manager

Chairman,

दि समस्तीपुर डिस्ट्रीक्ट सेन्ट्रल को-ऑपरेटिव बैंक लि0,

धान/गेहूँ अधिप्राप्ति वर्ष 2018-19 हेतु पैक्सों को कैश क्रेडिट ऋण स्वीकृति से संबंधित आवेदन पत्र

1. पैक्स का नाम-.....
पता-.....
2. पंजीयन संख्या:-.....
3. प्रखंड का नाम-.....
4. शाखा का नाम-.....
5. क्रय केन्द्र का नाम एवं पता-.....
6. अध्यक्ष का नाम -.....
7. प्रबंधक का नाम-.....
8. समिति का उपलब्ध कार्यशील पूजा (बैधनाथन से प्राप्त राशि एवं अन्य)-.....
बैधनाथन से प्राप्त राशि (ऋण समायोजन के पश्चात)-.....
जमावृद्धि व्यवसाय से समिति को उपलब्ध राशि-.....
9. समिति द्वारा वर्ष 2018-19 में धान अधिप्राप्ति का लक्ष्य-.....
10. समिति को धान/गेहूँ अधिप्राप्ति हेतु राशि की आवश्यकता मो0-.....
11. समिति का प्रस्ताव एवं तिथि (प्रस्ताव प्रखंड सहकारिता प्रसार पदाधिकारी/सहकारिता प्रसार पदाधिकारी द्वारा अभिप्रमाणित प्रति संलग्न).....
12. समिति में गोदाम की स्थिति (अपना या भाड़े का, यदि भाड़े का हो तो गोदाम मालिक का एकरारनामा).....
13. पूर्व में धान/गेहूँ अधिप्राप्ति में लिये गये ऋण की अदायिगी की अध्यतन स्थिति-
अंतिम भुगतान की तिथि- मूल- सूद-
उक्त राशि चालू/अतिदेय/एन.पी.ए. होने के बाद भुगतान की गयी है। -
14. दिनांक-31.03.2018 को समिति की अंकेक्षण की स्थिति:- Yes/No
(क) अंकेक्षित वर्ष (ख) अअंकेक्षित वर्ष

प्रबंधक का हस्ताक्षर

कार्यकारिणी सदस्य का हस्ताक्षर

अध्यक्ष का हस्ताक्षर

संलग्न अनुबद्ध-पत्र एवं समिति को अधिप्राप्ति कार्य हेतु बैंक से कैश क्रेडिट ऋण की स्वीकृति हेतु आवेदन/अनुबद्ध पत्रों एवं प्रस्तावों को अनुशंसित की जाती है।

प्रखंड सहकारिता प्रसार पदाधिकारी/
सहकारिता प्रसार पदाधिकारी का हस्ताक्षर एवं मुहर

FORM OF AGREEMENT

(FORM 'A')

IN The.....PACS Ltd.. & The Samastipur District Central Co-operative Bank Ltd.
Whereas thePACs Ltd. (Here in after referred to as the
.....PACs which expression shall unless repugnant to the subject or context
include its representative successors and assigns) has applied to The Samastipur District Central Co-
operative Bank Ltd. (herein after referred to as the Central Bank which expression shall unless repugnant to
the subject or context include its successors, administrators and assigns) for funds to enable the PACs to
make advances to its affiliated members for dealing in procurement business.

And whereas The Samastipur District Central Co-operative Bank Ltd. has agreed to sanction to the
PACs credit limit mentioned in para 2, I/We undersigned of the PACs being duly authorized to sign
agreement in favor of The Samastipur District Central Co-operative Bank Ltd. and hereby agree and
undertake on behalf of the PACs as follows:

2. That the amount borrowed by the PACs from the The Samastipur District Central Co-operative Bank Ltd. under this agreement shall be utilized solely for the purposes of payment of member Farmers of the affiliated PACs to enable them to undertake Procurements business.
3. That The Samastipur District Central Co-operative Bank Ltd. will sanction to the PACs the short Term Cash Loan Limit of Rs..... Lacs for 11months.
4. That the PACs would furnish the payment statement to The Samastipur District Central Co-operative Bank Ltd. to the extent of amount drawn from the above credit limits the Central Bank on being satisfied that the funds have been properly utilized for members and in accordance with the of programme and terms of the above sanctioned credit limit.
5. That if the PACs fails to submit payment statement or does not disburse the amount in accordance the Central Bank will be entitled to suspend and/ or with draw the credit limit sanctioned by it.
6. That all loans drawn from the Central Bank shall be repayable by the PACs latest within 11months.
7. That he advance obtained from the Central bank under this agreement shall carry interest at 11% per Annum. Interest on short term loan will be calculated on day to day balance and that a penal interest of 02% extra would be charged by The Samastipur District Central Co-operative Bank Ltd. on overdue till the date the overdue are liquidated.
8. The PACs/Chairman of the PACs/Other authorized signatories of the PACs undertake to repay the amount of loan to the Bank on receipt of the price of **Paddy/Wheat** supplied to the Bihar State Food & Civil Supplies Corporation (SFC).
9. That all expenses incurred by the Central Bank in respect of advance made under this agreement to the PACs shall be borne by the PACs/Chairman of the PACs/Other authorized signatories of the PACs.
10. That we agree in default of payment under the terms of this agreement The Samastipur District Central Co-operative Bank Ltd. may but without any obligation on its part so do debit the deposit account of the PACs/Chairman of the PACs/Other authorized signatories of the PACs maintaining with The Samastipur District Central Co-operative Bank Ltd. for the amount due.
11. That repayment of one loan due to The Samastipur District Central Co-operative Bank Ltd. will be created as supplementary credit to amount the pass own resources for financing the affiliated members.
12. That The Samastipur District Central Co-operative Bank Ltd. shall have right to get the PACs and all the members affiliated inspected by its officer.
13. That we agree that The Samastipur District Central Co-operative Bank Ltd. may recover the amount of interest first and principal there after or as may be at the discretion of the The Samastipur District Central Co-operative Bank Ltd.

For and behalf ofPACs

1. Signature
Designation/Stamp

2. Signature
Designation/Stamp

3. Signature
designation/ Stamp

**Agreement between the Primary Agricultural Credit Society and Central Co-operative Bank
For Cash Credit for Paddy/Wheat Procurement**

This Agreement made this theday of ----- 2018 Between the Primary Agricultural Credit Society – (hereinafter Referred to as PACS) a Co- Operative Society registered under the Bihar Co-operative Societies Act 1935 bearing its registration No.....having its registered office.....(which expression shall, where the context so admits include its Chairman and members of working committee successors and assigns of the First Party of the PACS.

And **THE SAMASTIPUR DISTRICT CENTRAL CO-OPERATIVE BANK LTD**, a Financing Bank notified by the State Government and registered under the Bihar Co-operative Societies Act, 1935 bearing its registration no. 7 (**H.Q.**) having its registered office at **SAMASTIPUR** District (which expression shall, where the context so admits include its Managing Director successors and other authorized officers and assigns) as Bank or second Party.

1 Where as.....Primary Agricultural Cooperative Credit Society (PACS) has an account bearing no.....in the.....Branch of **THE SAMASTIPUR DISTRICT CENTRAL CO-OPERATIVE BANK LTD**, and

Whereas **THE SAMASTIPUR DISTRICT CENTRAL CO-OPERATIVE BANK LTD**, has sanctioned an amount of **Rs.....(in word).....@11%** to thePACS for purchase of **Paddy/Wheat** from its member farmers.

2 That the borrower hereby waives and relinquishes all his right relating to time taken and consumed by the bank while granting the credit facilities to the borrower during the course of banking business activity and shall not challenge and question subsequently the time consumed and taken by the bank while processing the loan application of the borrower as well as ultimate time taken by the bank while granting credit facilities to the borrower before any court of law and/or Tribunal and/or any authority for the time being in force.

3 The PACs/Chairman of the PACs/Other authorized signatories of the PACs undertake to repay the amount of loan to the Bank on receipt of the price of **Paddy/Wheat** supplied to the Bihar State Food & Civil Supplies Corporation (SFC).

4 The society shall pay their members proceeds of the **Paddy/Wheat** procurement by way of account payee cheque only, and mention on the back of the cheque (a) The quantity of **Paddy/Wheat** procured from the farmer (b) The serial no. of the member on the **Paddy/Wheat** purchase register.

5 That the bank shall not permit any drawings in the loan account of the borrower in case of classification of the loan account of the borrower as non-performing asset.

6 That it shall be the sole discretion of the bank to permit or not permit the borrower to make drawings/withdrawal in the loan account in case the borrower does not adhere/non-compliance of the terms and conditions of the sanction. However, in case bank allows/permit such drawings, it would not give any right and authority to the borrower to claim the withdrawals from the loan account and the bank shall be at liberty to disallow such drawings in the loan account.

7 That the bank shall not be bound/obliged to provide/meet further requirements of the credit facility of the borrower by way of enhancement/adhoc/fresh, on account of any reason whatsoever.

8 That the borrower shall not be entitled to transfer or assign any of its rights or obligations under this agreement or any other agreement executed/to be executed with the bank to any person directly or indirectly.

9 Be it further noted that borrower shall abide by the rules & regulations of weights & measurement Act, Co-operative Societies Act, Essential commodities act and other letters & Circular issued on behalf of the bank by its offices, employees and any other person authorized by the bank, Concerned with **Paddy/Wheat** procurement. The PACS shall also abide by the circulars & orders issued from time to time by the Department of Cooperation, BSFC (Bihar State Food and Civil Supplies) and District Administration. If the office bearers of the PACS fails to abide by the above Conditions Cash Credit facility will be stop immediately and the legal Proceeding as may be deemed fit by the Bank may be initiated against them (Chairman and the authorized members)

- 10 Interest shall be calculated on daily balance due, to the bank in the said account and shall be charged in the account on the last working day of the month so long as the debt here in incurred is not paid by the borrowers in its entirety and will form Part of the principal and carry interest at the mentioned rate.
- 11 That he advance obtained from the Central bank under this agreement shall carry interest at 11% per Annum. Interest on short term loan will be calculated on day to day balance and that a penal interest of 02% extra would be charged by The Samastipur District Central Co-operative Bank Ltd. on overdue till the date the overdue are liquidated.
- 12 The Cash Credit facility shall be for a period of **Paddy/Wheat** procurement season 2018-2019 as declared by the govt. and the whole borrowed amount as well as the interest shall be paid by the society within this period.
- 13 The PACS shall maintain all types of registers prescribed by the cooperative department and the officers of the bank/department and the authorised person of the bank, cooperative department, auditors can check these registers at any time and report any irregularity if found to the authority which will be final.
- 14 The Bank will have right to realize its dues on the society by any amount which is in the hand of the bank. Society shall have no objection in this regard. Bank will always be at liberty to stop making advance at any time without previous notice and without assigning any reason even though the said limit has not been fully availed of.
- 15 In case of non recovery of C.C loan from the PACS the bank will have to right recover its dues from the authorized representatives of the PACS under provision PDR Act 1914 and cooperative societies Act 1935.
- 16 This Cash Credit facility is being provided for specific purpose of **Paddy/Wheat** procurement and for a specific period as mentioned above in case of diversion of fund from this CC loan reported by the bank officers authorized representatives, of bank departmental officers and auditors the bank will be at liberty to start legal proceedings against the authorized representatives of the PACS.
- 17 **Paddy/Wheat** procurement by BSFC is subject to some quality standards as prescribed by FCI. The PACS has to abide by such quality standards. If the PACS procures below standard or poor quality **Paddy/Wheat** from farmers and it is not accepted by BSFC the authorized representatives of the PACS will be responsible for the loan granted to the PACS and the bank shall in no case be responsible for this Act of the PACS.
- 18 That it is declared by the PACS that the information and data furnished to the bank are true and correct and no information has been concealed from the bank which will otherwise affect true decision of the bank while granting loan facility to PACS.

On behalf of PACS
Authorized representative
Signature

Name
Signature
Designation

Name
Signature
Designation

Name
Signature
Ddesignation.

Witness Signature

1. (BCEO)

Name –

2.(Any member of the Working Committee)

Name-

Letter of indemnity

Special
Adhesive
Stamp for
Agreement

The Managing Director
The Samastipur District Central Co-operative Bank Ltd.

Dear Sir,

I/we beg to enclose a demand promissory note for Rs. (Rupees) signed by me/us which is given to you as security for the repayment of any Cash Credit which is at present outstanding in my/our name and also for the repayment of any cash credit to the extent Rs.(Rupees) which I/we may avail/may be availed as part of PACS in the capacity of Chairman and the member of Managing Committee of the PACS here after and the promissory note is to be a security to you for the repayment of the Ultimate Balance or sum remaining unpaid of the Cash Credit and I am/we are liable to as this promissory note notwithstanding the fact that by payment made in to the account of the Cash Credit from time to time the Cash Credit may from time to time be reduced or extinguished or even that balance if the said account may be at credit.

Yours Faithfully

1. Chairman

Seal

2. Manager

3. Member of Working Committee

DEED OF CASH CREDIT (HYPOTHECATION)

Special
Adhesive
Stamp for
Agreement

To,

The Samastipur District Central Co-operative Bank Limited

Place

.....

.....

Date

.....

I/ we, on behalf of
individual/ Partnership/ Company/ Firm/ **Society**/ Co-operative Bank (strike out not applicable)
hereinafter called/ “Borrower”, execute this deed of hypothecation in consideration of the
Samastipur District Central Co-operative Bank Limited’s allowing or having allowed to advance
to the Individual/ Partnership/ Company/ Firm/
Society / Co-operative Bank, a cash credit upto the limit of Rs. (Rupees
.....) to be in force upto
..... the date permitted by the Bank in accordance with the terms of this
hypothecation agreement.

Now therefore these present witnesseth.

1. In pursuant of the said agreement the loan is repayable on demand against goods and assets
or moveable(s) (mention detail in Schedule below) or assignment of salaries/ wages and thus
hereby hypothecate and create a charge in favour of the said Bank as collateral security for the due
payment of the amount remaining outstanding in the said Cash credit account with accrued interest
upto date and that might accrue hereafter, and all other incidental charges such as rent, taxes or
any other similar payment like insurance etc. In lieu of the said custody that have accrued, or
hereafter accrue, in terms of this hypothecation bond in possession as per schedule attached
herewith and the future goods and assets etc. Here said above that might hereafter be purchased by
or be deposited with ad held possession of, which particulars will be supplied to the Bank as and
when received, which we undertake to hold as your agents for and on your behalf as security for
advance made and for due payment of the amount remaining outstanding in the said account and in
the event of the said goods or any portion thereof being sold and delivered before full payment of
the said cash credit amount with interest and other incidental charges that might have accrued on

the date or that are likely to accrue on account of such assignment, the proceeds realised from such sales or disposals shall be received by us as your agents and shall be handed over or paid to the Bank as and when received or whenever demanded.

2. I/ we hold these hypothecated goods described in the appended Schedule as agents and securities for the cash credit account, as long as there is any due between us, and in the event of our failing to repay or reimburse to you the aggregate amount that has been accrued or may hereafter accrue in our said cash credit account on demand, we hereby agree to deliver or give possession of the said goods to you at any time without raising and objection to enable you to sell or in any other way to dispose of or deal with the goods with the object realising the whole or any part of the amount of the said cash credit account as if you are the absolute owner thereof, The Bank and its officers shall be entitled at any time and without notice to us but at our risk and expenses and if so required as attorneys for us and in our name to enter and remain at any place where the hypothecated goods shall be and to take possession of, recover and receive the same and/ or appoint any officers of the Bank as receiver or receiver of the hypothecated goods and/ or sell by public auction or private contract otherwise dispose of or deal with all or any part of the hypothecated goods and to enforce realise, settle, compromise and deal with any of the rights aforesaid without being bound to exercise any of the rights aforesaid without being bound to exercise any of these powers or without being liable for any loss in the exercise thereof and without prejudice to the Bank's rights and remedies of suit against the said Borrower and to apply the net proceeds of such sale in or towards liquidation of the balance due to the Bank and we hereby agree to accept the Bank's account of sales, of realisation and to pay any shortfall or deficiency therein shown.

3. I/ we hereby agree to pay interest at% per annum over Bank rate minimum% per annum on quarterly on quarterly rests on daily balances that may be calculated and charged in the Bank's favour due upon the said cash credit account until the same is fully liquidated as and when the Ban demands it. The amount due in respect of the said cash credit account shall be bound to allow or continue cash credit to any further extent for any further time when the Bank shall in its absolute discretion deem fit to do so.

4. I/ we hereby guarantee that the advances to us shall in no case exceed% of the cost value of the goods etc. etc. heresaid above hypothecated to the Bank. We hereby also undertake that in case if any time the hypothecated goods held by us decline in value or deteriorate in the price agreed upon on the date of execution and the margin falls short. We will forthwith hypothecate other goods or property of sufficient value or pay in cash to square up the short margin and put our account in order at any time.

5. We hereby likewise undertake and agree to convey to you the first charge on all the property, assets or goodwill of the Borrower including the uncalled share capital, if any. The goods

hereby hypothecated to the Bank shall also be a security to you for the payment of demand of all other amounts or dues which are now or shall at any time be due to the Bank from us on any other account.

6. All the said goods book-debts and other moveable assets hypothecated, or otherwise charged to the Bank as security for the aforesaid credit facilities or any of them as may be required by the Bank shall be kept all the Borrower's risk and expense in good condition and fully insured by the Borrower against loss or damages as may be required by the bank due to any reason whatsoever and particularly the machineries hypothecated to the Bank against the fire and or such other risk(s) as the Bank may from time to time stipulate in the joint names of the Borrower and the Bank with an insurance company approved by the bank and for such amount as the bank may consider necessary and that the insurance policies shall be delivered to the bank when required by the Bank to do so, if the Borrower fail to effect such insurance the Bank may, but without being obliged to do so, insure the said goods and other assets against the fire and the such joint names and debit the premium and other charges to any account opened or to be opened.

7. We hereby agree to submit every a statement of the goods so hypothecated by us in the form prescribed by you or that might be prescribed by you in future duly certified by the Manger or the authorised signatory of the Borrower authorised in this behalf. We, hereby also agree that you, your officers or your agents will be entitled to enter upon and remain in at any place where the hypothecated goods or in other similar way to deal with the goods without notice to us and to have undeterred access to our books of account or our stock.

8. This Agreement shall operate as a continuing security for all money indebtedness and liabilities aforesaid notwithstanding the existence of a credit balance in the account of accounts at any time or any partial payments or fluctuations of accounts.

9. Nothing herein contained shall prejudice and rights or remedies of the Bank in respect of any present or future security guarantee obligation or decree for any indebtedness or liability of the Borrower to the Bank.

10. We further agree that the hypothecated goods and all sale realisations and insurance proceeds thereof shall be held as the Bank's exclusive property especially appropriated to this security and we undertake not to create any mortgage, charge, lien or encumbrance affecting the same or any part thereof nor do anything which would prejudice this security and shall not part with the hypothecated goods have by way of sale in ordinary course of the business and hereinafter provided nor shall any sale be made after prohibition in writing from the Bank against selling.

11. We hereby declare that all the hypothecated goods are the absolute property of the said Borrower at the sole disposal and free from any prior charge or encumbrance and that all future goods and property so hypothecated shall be likewise their unencumbered property and that we have not done or knowingly suffered or been party or privy to anything whereby we are in anyway

prevented from hypothecating the hypothecated goods in manner aforesaid and that we will do and executed at our costs all such and things for further and more particularly assuring the hypothecated goods or any part thereof to the Bank as shall be required by the Bank and for giving better effect to these presents, we authorised and irrevocably appoint the Bank and/ or their officers as attorney for and in the name of to act on my/ our said behalf and to execute and do any act, assurance and things which ought and to execute and do under these presents and generally to use my/ our said name in the exercise of the powers hereby conferred.

12. The Bank shall not be under any liability whatsoever towards the Borrower or any other person for any loss or damage to the said goods and assets the subject of this Agreement form or in whatever cause or manner arising whether such goods and assets shall be in the possession of the Bank or not at the time of such loss or damage or the happening of the cause thereof. The Borrower shall at all times indemnify and keep indemnified the bank from and against all suits proceeding costs charges claims and demands whatsoever that may at any time arise or be brought or made by any person against the Bank in any connection with the said goods and assets or in pursuance of the rights and power of the Bank under this Agreement.

13. The Borrower shall the Bank's name on the godown factory and other places approved by the Bank where such goods and assets as are hypothecated to the Bank and against which limits for purposes of drawings been fixed under all or some or any of the aforesaid credit facilities have been stored indicating that such goods and assets are hypothecated to the Bank.

SCHEDULE

Of the hypothecated goods held in trust as primary security for advances made as per this agreement and in terms hereof.

Brief description of goods	Quantity	Market Value
----------------------------	----------	--------------

In witness whereof we, the borrower have hereunto set our hands and seals
this..... day of the year

For and on behalf of the

.....

Witness 1.(Signatire)

Authorised Signatory

Name-

(Borrower)

Father's Name-

1.

Mobile No-

Bank A/c No-

2.

Address

MO/Vill-

3.

PO-

Thana-

Dist-

Witness 2. (Signatire)

Name-

Father's Name-

Mobile No-

Bank A/c No-

Address

MO/Vill-

PO-

Thana-

Dist-

HYPOTHECATION OF BOOK DEBTS

Special
Addesive
Stamp for
Agreent

To,

The Samastipur District Central Co-operative Bank Limited

Place

.....

.....

Date

.....

AN AGREEMENT made at this the day of in the Christian Year Two Thousand and between Individual/ partnership/ Company/ Firm/ Society/ Co-operative Bank (strike out not applicable), hereinafter called “the Borrower” (which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) of the One Part and The Samastipur District Central Co-operative bank Limited, a body corporate, constituted under the Banking Regulation Act and having its Head Office on Court Compound, Kashipur Samastipur and a Branch Office amongst other places at hereinafter called “the Bank” (which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) of the Other Part.

WHEREAS the Borrower has applied to the Bank to open a Cash Credit Account in the name of Borrower in the Books of the Bank and the Bank has agreed to do so upon being secured in the manner hereinafter appearing and upon being further secured. Interalia, by a Joint and Several Demand Promissory Note signed by the Borrower

(Name of the Borrower)

And

.....

(Name/s of the consignor/s if any, signing the Demand Promissory Notice)

NOW IT IS HEREBY AGREED AS FOLLOWS :-

1. This AGREEMENT shall operate as a security to the Bank in addition to any other security already held by the Bank for the repayment to the Bank on demands of the balance due to the Bank by the Borrower at any times or ultimately on the closing of the said Cash Credit Account with a limit of drawing of Rs. (Rupees). The expression “the balance due to the Bank” in this and the subsequent clauses of this Agreement shall be taken to include the Principal moneys from time to time due on the said Account whether demanded or not and also interest calculated from day to day in the manner and at the rate hereinafter mentioned and the amount of all costs (between attorney and client) charges and expenses of the Bank which the Bank may have paid or incurred in anyway in connection with the hypothecated premises described in Clause 2 hereof including the sale, realisation or disposal thereof and any other sum that is hereunder declared to be debitable to the account.

2. The Borrower both hereby hypothecate and charge to Bank as and by way of first charge the book debts in respect of supplies made to various Government Departments or limited companies etc. as evidence by supply bills/ receipt/ challans/ receipted invoices deposited with the Bank from time to time (all of which hereinafter collectively referred to as “the said debts”) as security for the due repayment to Bank at any time on demand at

3. The Borrower hereby hypothecates in favour of the Bank all the present and future book-debts, outstanding amounts, receivables, claims, bills, rights to or in moveable properties and moveable assets and which are now due, owing or payable or belonging to the Borrower or which may at any time hereafter during the continuance of this security become due, owing, payable or belonging to the Borrower in the course of its business by any person, firm, company or body corporate, or by the government Central or State or Indian Railways, any Government Department or Office or any Municipal or local or public or Semi-Government body or authority or anybody corporate or undertaking or project, whatever in the public sector as security for the payment to the Bank on demand of the balance due to the Bank by the Borrower on the said Cash Credit Account. All such present and future book debts hereby hypothecated are hereinafter referred to as “the Hypothecated Premises”.

4. The Bank shall not be required to make any advance under this Agreement if the amount outstanding at any one time on the said Cash Credit Account with interest exceeds the said sum of Rs. (Rupees) and the borrower hereby engages that all sums drawn from the Bank in the said Cash Credit Account shall be solely applied for the ordinary purposes of the business of the Borrower as now conducted.

5. The Borrower shall at all times during the continuance of the security keep and maintain such margin of security in favour of the said Bank (hereinafter called "the said margin") as hereinafter mentioned. The Borrower shall not at any time borrow or draw against the said account so as to cause the debit balance of such account, at any time to exceed% of the book debts or such other percentage as the said Bank from time to time determine. If and so often as the said margin shall fail to be maintained then the Borrower shall forthwith (according as the said Bank may require) either hypothecate to the said Bank further debts of the sufficient value to make up the deficit or shall reduce the amount for the time being due to the said Bank by a cash payment so as to maintain the said margin.

6. Interest at the rate% over the rate published from time to time for demand loans of the Reserve Bank of India with a minimum effective rate at present being% per annum, whichever rate be higher or at such other rate or rates as may at any time and from time to time be fixed in that behalf by the Bank shall be calculated on the daily balance of the said account and that all interest calculated as above shall accrue due from day to day and shall be debited to the account on the 31st March, on the 30th September, and on the 31st December in each year and thenceforth carry interest at the like rate. And that in the event of the Bank making demand for payment on any date not being the date of expiration of any such quarter the bank shall be at liberty to debit in the account all interest down to the date of demand and to include the same in the demand for payment. And that the total amount demanded shall continue to carry interest at the agreed, rate until payment with rests. And that the Borrower shall at all times accept the Bank's figures as correct, (manifest error excepted) in or out of court.

7. In the event the Borrower fails to comply with any of the terms and conditions of these presents or the terms of sanction of the loan/ advance the Bank shall be entitled to charge penal interest on the entire balance then outstanding at the foot of the account at such rate as may be decided by the Bank until such time as the aforesaid default continues and if such default continues the Bank shall be entitled to stop operations in the account.

8. The Borrower agrees that the balance due to the Bank on the said account at any time shall be payable on demand to the Bank at the office of the Bank together with all further interest and penal interest calculated as above provided at the rate above mentioned together with the amount of all further charges and expenses (if any) to the date of payment provided that nothing in this clause shall be deemed to prevent the Bank from demanding payment of the interest for the time being due or to other amounts hereby made debitable to the said account without at the same time demanding payment of the balance due to the Bank exclusive of such interest or other amounts.

9. The Borrower shall maintain and preserve proper books of account and records showing the book-debts due to the Borrower and the securities thereof.

10. The Borrower shall from time to time, on demand by the Bank, furnish to the Bank a list of all the book-debts with the particulars of the debts and the debtors and produce to the bank its account books and other documents to enable the Bank to ascertain the book-debts from time to time and the Borrower shall whenever required produce the evidence in support thereof. The Borrower shall also without such demand furnish to the Bank on the first day of each calendar month a similar list of all the books debts.

11. This Agreement is made on the faith (i) of the declaration which the Borrower hereby makes that the hypothecated premises now and from time to time thereafter comprised in the security hereby created are and will at all time be the absolute property of the Borrower (except for and subject to the security hereby created) and free from other trust, pledge, lien, claim, or encumbrances and (ii) on the undertaking hereby given by the Borrower, that the Borrower will not create a further mortgage or lien of any charge upon the hypothecated premises during the currency of the said Cash Credit Account.

(a) If the Borrower shall fail to repay on demand any monies hereby secured or if the Borrower shall fail to carry out and perform any of its obligations under these presents or if any event shall happen or is believed by the Bank to have happened so as in the opinion of the Bank to impair the security hereby created is otherwise imperilled (as to all or any of which matter the opinion of the Bank shall be conclusive) it shall be lawful for the Bank without assigning any reason and without any previous notice to the Borrower but at the Borrower's risk and expenses and as Attorney for and in the name of the Borrower (the Borrower hereby irrevocably appointing the Bank to be its Attorney) to appoint receivers of any debts comprised in this security, to give notices of demands to debtors and third parties liable therefore, to sue for recovery, receive and give receipts for the same and sell or realise either by public auction or private contract subject to such condition as the bank shall thin fit or otherwise dispose of or deal with at any time or times the hypothecated premises or any part or parts hereof and to enforce, realise, settle, compromise and to deal with any rights or claims regarding any of the hypothecated premises without being bound to exercise any of these powers or liable for any losses in the exercise or non-exercise thereof and notwithstanding there may be any pending suit or other proceeding.

(b) The Bank shall apply the net proceeds of sale or realisation of the premises in satisfaction so far as the same shall extend to the balance due to the Bank or so much thereof as shall remain unpaid including interest at the rate aforesaid until payment and including all costs (as between Attorney and Client) charges and expenses incurred by the Bank on any account whatsoever. If the net sum realised be insufficient to cover the balance due to the Bank the Borrower shall be liable forthwith on production to the Borrower of an account to be prepared and signed as provided in clause 11 (a) above (which shall be conclusive) to pay the balance appearing due to the Bank, without prejudice to such obligations of the Borrower the Bank shall be entitled (but shall not be

bound) to apply any other money or moneys in the hands of the Bank standing to the credit of or belonging to the Borrower or any money which the Borrower may then or at any time thereafter be entitled to from the Bank under any Loan, Cash-Credit, Overdraft or any other arrangement, or the goods, the property of the Borrower stored in the Bank's premises or godowns in or towards payment of the balance for the time being due to the Bank and in the event of such money or moneys being insufficient for the discharge in full of such balance the Borrower shall be liable forthwith on production to the Borrower of an account to be prepared and signed as in Clause 11(e) hereinafter provided (which shall be conclusive) to pay any balance which may appear to be due by the Borrower thereon provided always that nothing herein contained shall be deemed to negative, qualify or otherwise prejudicially affect the right of the Bank (which is hereby expressly agreed the Bank shall have) to recover from the Borrower the balance for the time being remaining due from the Borrower to the Bank upon the said account notwithstanding that all or any of the hypothecated premises may not have been realised.

(c) In the event of there being a surplus available of the net proceeds of such sale or realisation after payment in full of the balance due to the Bank it shall be lawful for the Bank to retain and apply the said surplus together with any other money or moneys belonging to the Borrower for the time being in the hands of the Bank in or under whatever accounts as far as the same shall extend against in or towards payment or liquidation of any and all other moneys which shall be or may become due from the Borrower whether solely or jointly with any other person or persons, firm or company to the Bank by way of liens, discounted bills, letter of credit, guarantee charges or of any other debits or liability including bills, notes, credits, and other obligations current though not then due or payable or other demands legal or equitable which the Bank any have against the Borrower or which be law of set-off or mutual credit would in any case admit and whether the Borrower shall be in liquidation or otherwise with interest thereon from the date on which any and all advances in respect thereof shall have been made at the rate or respective rates at which the same shall have been so advanced.

(d) If after the settlement of all claims of the Bank against the Borrower any surplus shall remain, the Bank shall pay such surplus to the Borrower.

(e) The Borrower agrees to accept without question in and out of court as conclusive proof of the amount realised as aforesaid and of any sum claimed to be due from Borrower to the Bank under this agreement and of the costs and expenses incurred in connection therewith a statement of account made out from the papers and/ or books of the Bank and signed by the Manager or the Agent or the Accountant or other duly authorised officer of the Bank without the production of any other voucher, document or paper.

12. That subject to the power of the Bank and the obligations of the Borrower herein contained the Borrower may with the approval of the Bank deal with the hypothecated premises in the

ordinary course of its business but on the express terms of payment or delivery to the Bank of the proceeds thereof immediately on receipt thereof.

13. That all the said hypothecated premises and all realisations thereof and all relative securities documents and papers in connection with the said hypothecated premises shall at all times be kept distinguishable and held as the exclusive property of the Bank specifically appropriated to this security to be dealt with only under directions of the Bank.

14. This Agreement and the securities herein referred to shall be security for the payment by the Borrower of the balance due to the Bank from time to time and also of the ultimate balance with interest thereon to become payable on the said account and the said account is not to be considered to be closed for the purpose of this security and the security is not to be considered exhausted by reason of the said account being brought to a credit by payments made into the said account at anytime or from time to time or its being drawn upon to the full extent or its being reduced or extinguished and afterwards reopened.

15. This Agreement is not to prejudice the rights or remedies of the Bank against the Borrower irrespective and independent of this Agreement in respect of any other advances made or to be made by the Bank to the Borrower.

16. Any notice in writing required to be served hereunder shall be sufficiently served if addressed to the Borrower at its address registered in the Bank or in the event of no such address being registered at the last known place of business and left at such address or place or forwarded to it by post at the address or place aforesaid, A notice sent and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by the Bank's local Manager or Agent or Accountant or other authorised Officer that the envelope was so posted shall be conclusive. If for any reason the Borrower cannot be given any such notice the same inserted once in an advertisement in a newspaper circulating in the District of Bank's office shall be deemed to have been effectually given and received on the day on which such advertisement appears.

17. No changes whatever that may take place in the constitution of the Borrower or the Bank (whether by amalgamation or otherwise) shall impair or discharge the liability of the Borrower hereunder.

18. The Borrower hereby agrees on demand by the Bank in that behalf of transfer and deliver to the Bank all relative securities, documents and papers in connection with the hypothecated premises and to execute such documents in favour of the Bank as may be necessary or advisable to hypothecate or further assure the hypothecated premises in favour of the Bank.

19. The Borrower also agrees that notwithstanding anything herein before contained, the Bank shall not be bound to allow to continue the account to any extent or for any time other than that the Bank shall in its absolute discretion see fit to do.

In witness whereof we, the borrower have hereunto set our hands and seals
this..... day of the year

For and on behalf of the

.....

Witness 1.(Signature)

Authorised Signatory

Name-

(Borrower)

Father's Name-

1.

Mobile No-

Bank A/c No-

2.

Address

MO/Vill-

3.

PO-

Thana-

Dist-

Witness 2. (Signature)

Name-

Father's Name-

Mobile No-

Bank A/c No-

Address

MO/Vill-

PO-

Thana-

Dist-

LETTER OF GENERAL LIEN AND SET-OFF FOR BORROWING ARRANGEMENTS

(From the Borrower(s) / Guarantor/ Co-obligants)

Special
Adhesive
Stamp for
Agreement

To,

The Samastipur District Central Co-operative Bank Limited

Place

.....

.....

Date

.....

Dear Sir (s),

In consideration of your time to time having made advances and/ or making advances to me/ us and/or giving me/ us banking accommodation and facilities. I/ we irrevocably agree with you as follows :-

OR,

In consideration of your from time to time having advances and/ or making advances to M/s and/ or giving to them banking accommodation and facilities, in respect of which I/ we am/ are liable to you as guarantor/ co-obligant I/we irrevocably agree with you as follows :-

1. That you may hold all securities belonging to me/ us (which may now be in your possession or which may at any time hereafter come into your possession) and the proceeds thereof, respectively, not only for the specific advance made thereon but also as collateral security for any other money now due or which may to any time be due from me/ us to you, whether singly or jointly with another or others.

OR,

That you may hold all securities belonging to me/ us (which may now be in your possession or which may at any time hereafter come into your possession) and the proceeds thereof respectively, not only for the specific advance made thereon but also as collateral security for any other moneys now due or which may at any time be due from me/ us to you. Whether singly or jointly with another or other or by virtue of my/ our obligation to you as guarantor/ co-obligate or otherwise.

2. That in addition to any general lien or similar right to which you as bankers may be entitled by law, you may at any time and without notice to me/ us combine or consolidate all or any of my/ our accounts with and liabilities to you and set-off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of my/ our liabilities to you on any other account or in any other respect, whether such liabilities be actual or contingent primary or collateral and liabilities be actual or contingent primary or collateral and several or joint.

OR,

That in addition to any general lien or similar right to which you as bankers may be entitled by law, you may at any time and without notice to me/ us combine or consolidate all or any of my/ our accounts with and liabilities to you and set-off or transfer any sum of sums standing to the credit of any one or more of such account in or towards satisfaction of any of my/ our liabilities to you on any other account or in any other respect whether such to you of any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint or by virtue of my/ our obligation to you as guarantor/co-obligant or otherwise.

I witness whereof we, the borrower have hereunto set our hands and seals this..... day of the year

For and on behalf of the

Witness 1.(Signature)

Name
 Father's Name-
 Mobile No-
 Bank A/c No-
 Address
 MO/Vill-
 PO-
 Thana-

Authorised Signatory
 (Borrower)

1.

2.

3.

Witness 2. (Signature)

Name-
 Father's Name-
 Mobile No-
 Bank A/c No-
 Address
 MO/Vill- PO-
 Thana- Dist-

D – 07/13

LETTER OF GUARANTEE

Special
Adhesive
Stamp for
Agreement

To,

The Samastipur District Central Co-operative Bank Limited

Place

.....

.....

Date

.....

Dear Sir,

1. In consideration of The Samastipur District Central Co-operative Bank Limited (hereinafter called the Bank) giving/ having given credit accommodation or granting/ having granted following credit facilities viz.

Nature of Facility	Limits
1.
2.
3.

To

by making, opening continuing a loan/ overdraft/ cash credit account or by discounting purchasing and/ or negotiation bills with or without security and/ or in consideration of Bank opening and giving letters or credit and/ or Trust receipt facilities in favour of on terms and conditions that may be settled between you and the said at any time from time to time without reference to me/ us, I/ we having office at / residing at jointly and severally and irrevocably hereby agree with and guarantee to you, the due payment and discharge two days after demand in writing, without demur or protest of all amounts due and payable to you by (hereinafter called “the Principal”) at any time

and also for all bills Principal's signature in respect of said facilities together with interest banking and other charges and expenses that the bank may in the course of business charge against the Principal together with all relative interest charges costs (as between attorney and client) and expenses PROVIDED ALWAYS that total amount which I/ we shall be liable to pay under the guarantee shall not exceed Rs (Rupees), or such less sum as may be due apart from and in addition to interest thereon at the rate of% or at such other rate which may then be payable by the Principal or which may have been notified to the Principal, from the date of Principal's default until payment, and also banking, legal and other costs charges and expenses for the consideration aforesaid I/we jointly and severally further agree as follows :-

1. This guarantee shall be continuing security binding me/ our personal representative until the expiration of three calendar months from the receipt by the Bank of a notice in writing to discontinue in and notwithstanding the such discontinuance by or any release or granting of time or indulgence to anyone or more of us this guarantee shall remain a continuing security as to the others and if discontinued by notice this Guarantee shall nevertheless as the party of parties giving such notice continue to be available (subject to the aforesaid limit of total amount) for and shall extend for all indebtedness and liabilities of the Principal to you at the date of receipt of such notice whether then certain or contingent and whether then payable forthwith or at some future time or times and also for and to all credits then established had by you for the Principal and for and to all credit facilities granted and to all cheques, drafts, bills, notes and negotiable instruments drawn by or for the account of Principal on you and dated or purporting to be dated on or before such date although presented to or paid by you after such date and all guarantees signed by the Principal and delivered to you on or before such date and that in the event of my/or any of us dying or becoming under disability the liability of the executors, administrators or legal representative of such person so dying and of his estate shall continue until the expiration of three calendar months from the receipt by the Bank of a written notice given by such legal representatives (or the survivors or survivor of me/ us) to determine this guarantee. You shall be at liberty on receipt of any such notice as contemplated in this clause and any time within the three calendar months to open a fresh account and/ or to grant fresh facilities to the Principal and to appropriate there to all payments subsequently made to you by the Principal and not expressly appropriated to the old account without prejudice to my/our estates liability to the extent aforesaid.

2. The Guarantee is additional and without prejudice to any securities or obligations which you may now or hereafter have from us, from the Principal or from any one else in respect of any indebtedness or liabilities hereby guaranteed and all rights and remedies in respect thereof are reserved.

3. This Guarantee shall be a continuing Guarantee and shall not be considered as wholly or partially satisfied or exhausted by any payments from time to time made to the Bank or any settlement of any account or by reason of the account being brought to a Credit at any time or from time to time its being drawn upto the full extent or exceeding the full extent of the limit from time to time and its being deduced or extinguished and thereafter re-opened. The Guarantee shall continue in force notwithstanding the discharge of the Principal by operation of law or my death or the death of any of us and shall cease only on payment of the amount guaranteed hereunder either by me or any of us.

4. I/ we expressly agree that the Bank shall have full discretionary power, without my/ our further assent or knowledge and without discharging or in any way affecting my/ our liability under this guarantee from time to time and at any time to negotiate with the Principal and settle and or alter the terms and conditions to promise to grant time or indulgence to or not to sue the Principal or any person liable with or for the Principal, whether as guarantor or otherwise or make any other arrangement with the Principal or any persons so liable with or for the Principal as the Bank may think fit and to hold over, renew, very exchange or release in whole or in part and from time to time any securities held or to be held by the Bank for or on account of the moneys and liabilities intended to be hereby secured or any part thereof. I/ we also agree that I/we shall not be discharged from my/ our liability by your releasing the Principal or by any act or omission of yours the legal consequence of which may be to discharge the Principal or by any act of yours which may be to discharge the Principal or by any act or your which would, but for this present provision be inconsistent with my/ our rights as surely or by your omission to do any act, Which but for this present provision your duty to me/ us would have required you to do. I/ we hereby consent to each and every of the acts mentioned above as you may think fit. Moreover though as between the borrower and me/ us I am/ we are sureties only, I/ we agree that as between yourselves and me/ us I am/ we are borrowers jointly with him and accordingly I/ we shall not be entitled to any or the rights conferred on sureties by Section 133, 134, 134, 135, 139 and 141 of the Indian Contract Act.

5. I/ we waive in the Bank's favour all or any of my/ our rights against the Bank or the Principal as may be necessary to give effect to any of the provisions of this guarantee.

6. I/ we further agree that in respect of my/ our liability here under the Bank shall have a lien of securities belonging to me/ us now or hereafter held by the Bank and all moneys now or here after standing to my/ our credit with the Bank on current or any other account.

7. I/ we further agree to indemnify and keep the bank indemnified against all claims, demand, losses, damages, costs (on full Indemnity basis) are expenses whatsoever which the bank may suffer, pay of incur by reason of any default on the part of the Principal.

8. And this guarantee shall be applicable to the ultimate balance that may become due to the Bank from the Principal and until the repayment of such balance the Bank shall be entitled to retain, realise, or otherwise dispose of in such manner as the Bank may think fit any securities now or hereafter held by the Bank and without any liability to account to me/ us for my/ our any portion of such securities or of the proceeds there of until all your claims have been fully satisfied, and the meantime, I/ we will not take any steps to enforce any right or claim against the Principal in respect or any moneys paid by me/ us to the Bank here under. And, further that if the Bank should receive payments from the Principal or any version of behalf of the Principal or from any security held by the Bank, or if the Principal shall become insolvent or go into liquidation or compound with his creditors, the Bank shall be at liberty without discharging my/ our liability to make or assent to any compromises, compositions or arrangements or to prove and to rank as creditor in respect of the amount a claimable by the Bank or any items thereof, and to receive dividends thereupon and all such payments and dividends received shall be treated as payments in gross and my/ our liability shall extend to the ultimate balance after deducting such payments and to the entire exclusion and surrender of all my/ our rights as sureties in competition with the Bank despite any rule of law or equity to the contrary notwithstanding.

9. Any acknowledgement in writing by the Principal of the indebtedness to the Bank shall also be binding and conclusive on and against me/ us or my/ our respective, heirs, executors, administrators and legal representatives and/ or my/ our successors and assigns in all Courts of law of otherwise and the Principal shall by my agent for giving such acknowledgments from time to time on behalf of myself/ ourselves, Principal and my/ our heirs, executors, administrators and legal representative and/ or successors and assigns.

10. A demand in writing shall be deemed to have been duly given to me/ us or my/ our heirs or assigns by leaving the same at my/ our last known address hereunder written and shall be effectual notwithstanding any change of address or notwithstanding notice thereof to the bank, and such demand if sent by post shall be deemed to be received by me/ us or my/ our heirs/ assigns 24 hours after posting thereof and shall be sufficient if signed by any office of the Bank and in proving such service it shall be sufficient to prove that the letter containing the demand was properly addressed and put into the Post.

11. The guarantee hereby given in independent and distinct from any security that the Bank has taken or may take in any manner whatsoever whether it be by way of hypothecation/ pledge and/ or mortgage and/ or and other charge over goods, moveables, immoveable or other assets and / or any other property moveable or immoveable upon any understanding faith or belief that the Bank has taken and/ or may hereafter take any or other such security and I/ we and the Guarantor will not claim to be discharged to any extent because of the Bank's failure to take any of other such security or in requiring or obtaining any or other such security or losing, for any reason

whatsoever including reasons attributable to its default and negligence, benefit of any or other security or any of rights to any or other such security that have been or could have been taken.

12. Any account settled or stated between you and the Principal or admitted by the Principal shall be accepted by me/ us as conclusive evidence. A certificate in writing signed by any officer of the Bank stating the amount at any particular time payable under this guarantee shall be conclusive evidence against me/ us.

13. Should the Principal by a limited company corporate or unincorporated body, committee, firm partnership, trustees, society or debtors on a joint account, the provisions herein before contained shall be construed and take effect where necessary as if words importing the singular number included also the plural number. This guarantee shall remain effective notwithstanding any death, retirement, change, accession, or addition, as fully as if the person or persons constituting or trading or acting as such body, committee, firm, partnership, trustees or debtor on joint account at the date of the Principal's default or at any time previously was or were the same on the date hereof.

14. In the event of there being more than one guarantor the liability of the remaining guarantors shall not be affected or released or given up by time or other indulgence to one or more of the guarantors nos. By the death of any one or more of the guarantors until notice shall have been given to the Bank as provided in clause I hereof.

15. The Bank shall be entitled to fix with the Principal a period for such loan overdraft/ cash credit account facility and to after or to extend such a period from time to time. The Bank shall be entitled for time to time to take renewals of hundies, promissory notes or other documents and securities from the Principal. The Bank shall be entitled to take on hundi or promissory note or other documents for the whole amount hereby guaranteed or the split up the amount and take separate documents for each part and take and such documents from the Principal and other persons whose identity may vary from time to time my/ our liability under this guarantee shall not be discharged or affected in any way by reason of any such or similar acts or dealings.

16. In order to give effect to this guarantee you shall be entitled to act as if I was/ we were the Principal debtor's to you for all payments and covenants contained in the said deeds and documents hereby guaranteed by me/ us as aforesaid.

17. This guarantee shall endure for the benefit of your successor and assigns and shall be irrevocable until discharged by me/ us or all my/ our obligations hereunder.

18. This guarantee is and shall be binding upon me/ us and my/ our respective heirs, executors and administrators and shall not be affected by the insolvency or death of me/ us or any of us.

I witness whereof we, the borrower have hereunto set our hands and seals
this..... day of the year

For and on behalf of the

.....
Witness 1.(Signature)

Authorised Signatory

Name-

(Borrower)

Father's Name-

1.

Mobile No-

Bank A/c No-

2.

Address

MO/Vill-

3.

PO-

Thana-

Dist-

Witness 2. (Signature)

Name-

Father's Name-

Mobile No-

Bank A/c No-

Address

MO/Vill-

PO-

Thana-

Dist-

LETTER OF CONTINUITY

Special
Adhesive
Stamp for
Agreement

To,

The Samastipur District Central Co-operative Bank Limited

Place

.....

Date

Dear Sir,

Whereas on, The Samastipur District Central Co-operative Bank Limited agreed to open in favour of the

..... a cash credit and or overdraft account of Rs. (Rupees)

.....) on such conditions as may have been separately agreed to between the society and the Bank and in consideration of the said advance being made, we, having duly signed and delivered to the Bank our Demand Promissory note for the sum of Rs. (Rupees

.....) we, hereby, agree and undertake that the said Demand Promissory Note for Rs. only, is to stand and be regarded as a continuing security and to be enforceable for all money, which now are, or which may at any time hereafter become due and owing by the said society to the Bank on the said account and on any

other account and whether or not from time to time there be nothing owing on the cash credit account or on the overdraft account or on such other accounts of the same respectively be at credit.

I witness whereof we, the borrower have hereunto set our hands and seals this..... day of the year

For and on behalf of the
.....

Authorised Signatory
(Borrower)

1. 2. 3.

Witness 1.(Signatire)

Name-
Father's Name-
Mobile No-
Bank A/c No-
Address
MO/Vill-
PO-
Thana-
Dist-

Witness 2. (Signatire)

Name-
Father's Name-
Mobile No-
Bank A/c No-
Address
MO/Vill- PO-
Thana- Dist-

DEMAND PROMISSORY NOTE

(Individual/ Joint and Several)

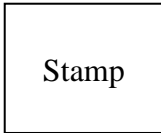
Rs.

On Demand, I/ we,

(1) (2)

(3) (4)

(5) singly/ jointly and severally promise to pay to The Samastipur District Central Co-operative Bank Limited or their order at the sum of Rupees for value received with interest at the rate of percent per annum over and above the published Reserve Bank of India rate, with a minimum of% with rests.



DECLARATION

The Board meeting dt. (1)

Has resolved that the Director (2)

Of the Company shall sign the (3)

Promissory Note with the common (4)

Seal of the Company thereto. (5)

Signature.

WAIVER OF PRESENTATION OF PRONOTE

To,

The Samastipur District Central Co-operative Bank Limited

Dear Sir,

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

Yours Faithfully

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

PROMISSORY NOTE

**On Demand we promise to pay the The Samastipur District Central Co-operative Bank Ltd.PACs Ltd. sum of Rs.....
(Rupees.....) only with interest @ specified in the loan agreement dated on monthly.**

Dated-----The day of for and on behalf of.....

Signature
Designation/Stamp

Signature
Designation/Stamp

Signature
designation/Stamp

MANDATE FORM

ELECTRONIC CLEARING SERVICE (DEBIT CLEARING)

The Manager

(Bank Name).....

(Branch Name).....

(Address).....

Telephone No.....

I hereby authorize you to debit my A/C for making payment to my C.C A/C.....through ECS(debit)Clearing as per the details given as under & also authorize you to Debit my SB/CA/FD A/Cs in case of default of C.C loan provided by you.

A.9-DIGIT CODE NUMBER OF THE BANK & BRANCH :

(Appearing on the MICR Cheque issued by the bank)

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

B. ACCOUNT NUMBERS

(S.B.Account/ Current Account or Cash Credit)

Name Of A/C holder.....

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

(S.B.Account/ Current Account or Cash Credit)

Name Of A/C holder.....

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

(S.B.Account/ Current Account or Cash Credit)

Name Of A/C holder.....

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

(S.B.Account/ Current Account or Cash Credit)

Name Of A/C holder.....

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

D. Date of effect:

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme. I agree that my nominated bank account(details as mentioned above)will be debited for direct-debit after payment due date decided by Bank as per CC Loan agreement. If my account does not have sufficient funds,I will be liable to pay applicable charges if any occurs extra to the due amount.

signature
(PACs Chairman)

signature
(PACs Manager)

signature
(Authorised Signatory)