

THE HARYANA STATE COOPERATIVE APEX BANK LTD; CHANDIGARH

STATEMENT SHOWING THE DETAIL OF 1719 TRIPLE STOREYED EWS FLATS FOR BPL FAMILIES and EWS applicants at Gurugram.

S.No.	Location	Estimated flats	Size of flat	Tentative costs	Earnest money @	Intt. Amt for
			Sqft	of flat (Rs in lakh)	10% of tentative price (in Rs)	6 months (in Rs)
1	Gurugram	1719	355	5.85	58500.00	3220.00

LOAN ACCOUNT NO. _____

THE HARYANA STATE COOPERATIVE APEX BANK LTD., CHANDIBGARH

APPLICATION –CUM – SANCTION FORM

FINANCING EARNEST MONEY OF Housing Board flats

The Branch Manager
The Haryana State Coop. Apex Bank Ltd.

I submit the following information/apply herewith for the sanction of loan of
Rs.....(Rupees.....)

1. Name of the Applicant
2. Father's /Husband 's Name
3. Address with Phone No.
Office & Resi.
Telephone (O).....(R).....
Mobile.....
4. PAN(if any)Attach copy)
5. Date of BirthAge.....years.....
6. Occupation
7. Name & Address of the employer
(if employee)
8. (a)Monthly Income/Salary of
Of the applicant
(proof enclosed)
(b)Total Salary & take home
Pay of the applicant
Be indicated separately
9. (a) Housing Board application No.
(b)Sector & place
- (c) Size of flat
10. Details of Bank Account in other Bank
11. Aadhar No. (Attach copy)

I do hereby confirm that the above information is correct. and that I have read
and have been advised the terms & conditions relating to the scheme. I hereby undertake to
be bound by these rules or by the revised/ additional terms & conditions which may at any
time hereinafter are issued while the loan obtained by me remains outstanding.

I agree to become the associate member of the Bank as prescribed in Bye-Laws of the Bank.

Yours faithfully,

Signature of the Applicant

Place:-----

Date:.....

FOR OFFICE USE
(SANCTIONING OF LOAN)

- | | | |
|----|---|---|
| 1. | Housing Board Application No.
(Attach Photocopy) | |
| 2. | Name of Housing Board | ----- |
| 3. | Sector/place | |
| 4. | Size of flat | |
| 5. | Total Earnest Money | |
| 6. | Interest of Earnest Money Deposit | Receipt No.....
Date.....
Amount..... |
| 7. | Two Cheques Attached | Yes/No
(i) Cheque No.....
Dated.....
Name of the
Bank.....

(ii) Cheque No.....
Dated.....
Name of the
Bank..... |

Recommended

Sanctioned

Clerk

Accountant

Branch Incumbent/

Sanctioning Authority

In Duplicate

From

Dated:-

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

To

The Chief Administrator,
Housing Board, Haryana,
Panchkula;

Dear Sir,

In terms of your offer for allotment of flat in sector..... in city, I had applied for as Earnest Money ‘ with loan assistance from The Haryana State Cooperative Apex Bank Ltd, Chandigarh hereinafter called HSCB.

To avail the loan facility, I had executed an “agreement” dated with HARCO Bank vide which I have inter-alia, authorised the Haryana State Coop. Apex Bank Ltd., Chandigarh that in case of my default in repaying the loan as per agreed terms, the Haryana State Coop. Apex Bank Ltd., Chandigarh may sell the flat and appropriate the proceeds for Liquidation of my liability alongwith interest and other charges to its entire satisfaction.

To facilitate the Haryana State Coop. Apex Bank Ltd., Chandigarh to proceed as per terms of ‘Agreement’ I executed a special ‘irrevocable’ power of attorney dated nominating and appointing the Haryana State Coop. Apex Bank Ltd., Chandigarh as my/our true & lawful attorney and do and execute all or any acts, deeds and thing in respect of flat till the entire loan is repaid in full to the the Haryana State Coop. Apex Bank Ltd., Chandigarh.

I am enclosing herewith a reiterating copy of power of attorney that I hereby ratify to satisfy and confirm all acts done/to be done by virtue of power of attorney, by me lawful attorney i.e. the Haryana State Coop. Apex Bank Ltd., Chandigarh in respect of the plot allotted to me to ensure liquidation of my liability with them to their entire satisfaction.

A copy of this letter is sent to the Haryana State Coop. Apex Bank Ltd., Chandigarh for information.

Yours faithfully,
(NAME IN CAPITAL)
Full Address.

POWER OF ATTORNEY

This irrevocable Power of Attorney is executed on the _____ day _____ 20_____ by

(i) Shri/K/Smt _____ S/o, D/o Shri _____

R/o _____ (hereinafter referred

to as Borrower on the 1st part. Shri /Km/Smt. _____

S/o,D/o,W/o

Shri _____ R/o _____

_____ (hereinafter referred to as 'Bank' which term shall unless repugnant to the context hereof, include his, her, their, heirs successors, administrators and assigns) in favour of the Haryana State Coop. Apex bank Ltd; and amongst others a Branch office at ----- (hereinafter referred to as 'Bank' on 2nd part which terms shall include its successors and assigns).

Whereas

- 1) The Borrower(s) has/have entered into loan agreement dated (hereinafter referred to as 'The said Agreement') with the bank for obtaining a loan of Rs..... (Rupees _____) for financing earnest money of Housing Board flats mentioned in the said agreement.
- 2) Vide the said agreement , the Appointer(s) has/have agreed, inter alia, to deliver to and deposit with the bank each and every documents of title relating to the said property as and when it comes into his/her/their possession with intent to create a security thereon for the repayment of the loan interest, interest tax, costs and other charges and for the due fulfillment of his her/their/other obligations under the said agreement.
- 3) Vide the said agreement, the Appointer(s) has/have also undertake to give an Irrevocable Power of Attorney to and in favour of the bank to carry out the obligations of the Appointer(s) under the said agreement, interalia in regard to the creation of the aforesaid security, etc.

NOW THIS DEED WITNESSTH THAT the Appointer (s) hereby appoints, nominate(s) and constitute (s). the Haryana State Coop. Apex Bank Ltd., Chandigarh to act through any of its officers/(hereinafter severally called 'the attorneys') to be his/her/their true and lawful attorneys in his/her/their name(s) on his/her/their behalf and to do and execute all or any of the following acts, deed instruments and things.

- 1) To make payment of the said advance that may be sanctioned to Appointer(s) pursuant to the said Agreement as per the rules of the Bank applicable to grant of such advance to the Vendor towards the agreement purchase price for the said property.
- 2) To take all steps as may be necessary or required for the completion of the purchase of the property.
- 3) Generally, to do all such acts, deeds and things even though not specifically spelt out as any of the attorneys may deem proper or expedient for or in relation to all or any of the purposes of matters aforesaid.

And the Appointer(s) hereby agree(s) to ratify and confirm whatsoever that said attorney or any of them shall lawfully do or cause to be done by virtue to this Power of Attorney which shall be deemed to have been done by the Appointer(s) and the Appointer(s) hereby declare(s) that the Power of Attorney shall be irrevocable till all the repayments under the said Agreement have been duly made by the Appointer(s).

IN WITNESSES

APPOINTER(S)

1.....

2.....

LETTER OF UNDERTAKING

The Branch Manager,
Harco Bank,
B/o.....

Dear Sir,

Earnest Money Loan of
Rs.....(Rs.....)
For allotment of flat at City.....

With reference to the above loan sanctioned to me, I undertake that in case the refund is not received within six months, I shall be responsible for payment of the future interest & for that purpose a post dated cheque & any overdue interest paid by Housing Board may be utilized by the bank to recover the same. This undertaking & post dated cheque shall be available to the bank till final liquidation of bank loan.

I hereby enclose two Cheques No..... and drawn on and of my account no..... I am aware that dishonouring the cheques due to insufficiency of funds will entail the criminal action as per provisions of law without prejudice to the Bank's rights to recover the same by resorting to civil remedies. Tendering of cheques will in no way, absolve my obligation to pay the installments of the loan amount due as per terms agreed. I undertake that I will not issue stop payment instructions for these cheques nor I shall close the said account(s) till these cheques are cleared.

Thanking you,

Yours faithfully,

Signature.....

Name of Borrower:.....

Address:-----

.....

.....

Phone No.....

Mobile No.....

Date.....

Place:.....

Email:.....

Aadhar No.....

DEMAND PROMISSORY NOTE

On demand, I/weS/o/W/o/D/o.....
..... promise to pay the Haryana State Coop. Apex bank Ltd.,
Chandigarh order a sum of Rs.(Rs.....
.....only) being the earnest money of Housing Board flats
applied by me/us in Sector..... In City..... which is
100% financed to me @ _____% per annum till the draw of plots by Housing Board
with half yearly rest for value received. In case of default in repayment of Bank's loan
beyond the draw of lots by Housing Board for whatsoever reasons, I undertake to repay
the due amount @ _____% per annum.

Signature of the borrower

Address.....

Place:

Stamps as agreement not
to be attested/witnessed

AGREEMENT

(to be stamped as an Agreement in accordance with the stamp Act in force
In the State in which the Agreement is executed)

This agreement is executed at on this day
of..... Two thousand between
Shri/Smt./KM..... son/wife of/daughter
of.....R/o..... (hereinafter called
“the Borrower” which expression shall include his/her representative, heirs, executors,
administrators and assignees) of the ONE PART and The Haryana State Coop. Apex
Bank Ltd., Chandigarh (registered under Haryana Cooperative Societies Act) and the
rules framed there under having its Head Office SCO No.78-80, Sector-17B,
Chandigarh and having branch at (hereinafter referred to as “THE
BANK” which term ; unless the context otherwise requires include its successors and
assignees from time to time) of OTHER PART

WHEREAS

1. The bank has introduced a Scheme of rendering assistance in Financing Earnest money of Housing Board flats to its customers for the purpose of submitting application to the offers of Plots/Flats in various approved sectors/urban estates by Housing Board.
2. Presently Housing Board, Panchkula is making a offer for allotment of flats in.....
3. The Borrower intends to apply for flat of the said institution through the public offer which is now open for subscription. The Borrower has requested the Bank to sanction Financing earnest money of Rs..... for the specific purpose of applying for a plot of the said institution which the Bank has agreed to do as per terms and conditions stated in the sanction letter.

**NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN
THE BORROWER AND BANK AS FOLLOWS:**

1. The bank shall sanction a short term loan of Rs,..... for making payment of earnest money of Housing Board flats.

2. The borrower will pay the Bank six months interest amounting to Rs..... of the loan besides maintaining the minimum balances in the account.
3. The loan account shall be opened at the absolute discretion of the bank and no withdrawal shall be permitted to the Borrower from the said loan account except for the purpose mentioned above,.
4. The application for the subscription to the public offer of flats made in the name of Borrower having deposited in his saving bank account/suspense account the sum amount as mentioned in (2) above, on or before the close of the business hours on the last date of the public offer the bank shall debit the loan account with the amount of the loan sanctioned and issue a Banker Cheque for the total amount of the application money to be paid by the borrower. The Banker's cheque along with the application form shall be deposited with the Housing Board, Panchkula to the offer by the bank through usual communication.
5. The bank under no circumstance shall be held liable for any damages arising out of non-receipt of any communication by the Housing Board Panchkula from the bank or vice- versa.
6. The bank shall in no way be held responsible for the application getting rejected for any reason whatsoever
7. In case of default in adjusting the loan account, the bank shall have the power to sell the flat allotted to the Borrower by the said Housing Board Panchukula and the bank is also authorised to get the allotment cancelled and take back the due refund on behalf of the Borrower and for this purpose an irrevocable Power of Attorney shall be executed by the Borrower in favour of the bank. The bank is further authorized to appropriate the sale proceeds/refund of Earnest Money of the flat towards the adjustment of the loan.
8. The borrower has hereby authorized the bank to receive refund/allotment letter/letter of intent from the said Housing Board Panchkula on his behalf and the discharge given by the bank to the said Housing Board Panchkula will be considered discharge by the applicant/Borrower
9. The borrower hereby further authorizes the bank to appropriate the refund amount, if any, received from the Housing Board Panchkula and adjust the loan

and interest amount from the paid money of refund amount. Any shortfall in the principal or interest shall be paid by the Borrower after the loan amount including the interest amount and other charges is paid by the borrower /recovered by the bank, the Bank shall handover the allotment intimation to the Borrower.

10. The charges deposited by the applicant/borrower are non refundable.

IN WITNESSES WHEREOF the parties have signed and delivered the agreement at the date and place above mentioned.

Signed and delivered by

Shri/Smt/Kum..... Signature

(Borrower)

Signed and delivered for an on behalf of

The Haryana State Coop.Apex bank Ltd.

By Shri.....

(Designation and name of the branches)

As authorized officer of The Haryana State Coop.Apex Bank Ltd; Chandigarh

Document required

1. PAN Card and Aadhar Card are mandatory.
2. Two post dated cheques.
3. Latest Passport size photographs.