

Loan Application for purchase of Car / motor Cycle / Scooter / moped

S no	Description		
1.	Name and Designation of employee	:	
2.	Date of Permanent appointment	:	
3.	Date of Confirmation	:	
4.	Full particulars of vehicle proposed to be purchased.	:	
a)	Make	:	
b)	Model	:	
c)	Price of the vehicle proposed to be purchased	:	
5.	Amount of loan applied for Rs	:	
6.	Existing borrowing from the bank and outside sources:	:	
	Source	Purpose	Amount
			Repayment schedule, instalment & to be shown
			Present outstanding
7	a	Basic salary	: Rs.
		DA	: Rs.
		Other allowances	: Rs.
		Gross emoluments	: Rs.
b	Percentage of total _____ deductions on account of repayment of loans mentioned in item 7 above including the loan applied for) to the gross emoluments.		
8.	Particulars of loan availed of in the past for the purpose of car/motor cycle/scooter/moped/bicycle.		
a)	Date of sanction		:
b)	Amount of sanctioned		: Rs.
c)	Purpose		:
d)	Present outstanding		:
e)	If liquidated in full, the date of closing the account		:
f)	Particulars of vehicle		

Make of vehicle	Date of purchase	Approximate market value	Date of sale	If already sold, amount of proceeds

9. Certified that :

- a) I have satisfied myself thoroughly regarding the condition of the vehicle proposed to be purchased by me. It is in good running condition (applicable in case of purchase of old vehicle).
- b) The particulars as stated above are correct to the best of my knowledge and belief.

(Signature of employee)

DEPARTMENTAL HEAD'S RECOMMENDATION

(Signature of the departmental head)

FORM 'A'

(To be stamped as an agreement)

AN AGREEMENT made this _____ day of _____ Two thousand and _____ between _____ of State Bank of India (hereinafter called "the Borrower" which expression shall include his legal representatives and assignees) of the one part and the State bank of India (hereinafter called "the Bank") of the other part.

WHEREAS the borrower has applied to the Bank for a loan of Rs. _____ for the purchase of _____ and the Bank has agreed to lend the said amount to the borrower on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED between the parties hereto that in consideration of the sum of Rs. _____ paid by the Bank to the borrower (the receipt of which the borrower hereby acknowledges), the borrower hereby agrees with the Bank as follows :-

1. That the borrower will pay to the Bank the said sum of Rs _____ by instalments of Rs _____ each on the last day of every month together with interest on the said sum of Rs _____ or such part thereof as shall for the time being remain due and owing to the Bank at the rate of _____% per annum by monthly deductions from his salary and the Borrower hereby authorizes the Bank to make such deductions.
2. That within one month from the date of these presents, the Borrower shall expend the full amount of the said loan in the purchase of * _____ and if the actual price paid for the said * _____ be less than the amount of the said loan then the borrower shall repay to the Bank forthwith the difference between the amount of the said loan and the actual price paid for the said * _____
3. That immediately upon the purchase of the said * _____.. the Borrower shall execute a document (in the form submitted by the Bank) hypothecating the said * _____ as security for the amount lent to Borrower with interest as aforesaid.
4. That if the * _____ is not purchased and hypothecated as aforesaid within one month from the date of these presents or if the borrower within that period becomes insolvent or quits the service of the Bank or dies, then in every such case the whole amount of the loan and interest as aforesaid shall immediately become due and payable.

IN WITNESS whereof the Borrower has hereunto set his hand the day and year first above written.

For and on behalf of State bank of India Branch Manager/Chief Manager

Date :

(Signature of employee)

Place :

* Please write here the name of vehicle, i.e., Car / Motor Cycle / Scooter / Moped as the case may be)

FORM 'B'
(TO BE STAMPED AS AN AGREEMENT)

THE STATE BANK OF INDIA

WHEREAS the undersigned _____ of State Bank of India (hereinafter called "the Borrower") applied for and obtained from the State Bank of India (hereinafter referred to as "the Bank") a loan of Rs _____ to purchase a _____ on the terms and conditions set forth in the Agreement dated the _____ day of _____ and made between the Borrower of the one part and the Bank of the other part. AND WHEREAS by the said Agreement dated the _____ day of it was inter alia agreed that immediately upon the purchase of the above vehicle the Borrower shall execute a document (in the form submitted by the Bank) hypothecating the above vehicle as security for the amount lent to the Borrower with interest as therein mentioned.

AND WHEREAS the borrower has purchased with or partly with the amount of the said loan a _____ particulars whereof are set out in the schedule hereunder written.

AND WHEREAS the Bank has called upon the Borrower to hypothecate the above vehicle in the manner hereinafter appearing.

NOW THEREFORE the Borrower hereby hypothecates by way of specific charge all that the above vehicle particulars whereof are set forth in the schedule hereto including all fixed, unfixed and movable apparatus, fittings, fixtures, appurtenance, tools and spare parts belonging thereto (hereinafter collectively referred to as "the said vehicle") and IT IS HEREBY AGREED AND DECLARED AS FOLLOWS :

1. That the Borrower will repay to the Bank the said sum of Rs. _____ in 70/132* equal monthly instalments of Rs _____ each, on the salary day of each month commencing from the month following the month in which the loan amount is disbursed and also simple interest at the rate of _____ %per annum calculated on the aforesaid principal sum or the reduced balance thereof as the case may be that would remain due for the afore-said period in equal monthly instalments spread over for a period of 14/48* months, commencing from the expiry of the aforesaid period of 70/132* months, the first such instalment to be paid on the month following the month in which the principal amount of loan has been paid in full or payable as aforesaid. The Borrower hereby authorizes the Bank to make such monthly deductions aforesaid from his/her salary.

The Borrower shall keep the vehicle insured against third party risks as defined

under the Motor Vehicles Act, 1988. Further, the Borrower shall as and when required by the Bank, insure the said vehicle against loss or damage by fire, theft or accident with an Insurance Company to be approved by the Bank to the extent of their full market value and shall produce to the Bank from time to time relevant policy or policies for its inspection and also proper evidence to the satisfaction of the bank that the Insurance Company concerned has notified that the Bank is interested in such Policy or Policies.

* Delete whichever is not applicable.

1. In the event of the said vehicle being lost or could not be found out or its value is diminished due to theft, accident, riot, fire or any other reason whatsoever the Borrower shall on demand forthwith repay to the Bank the loan or the balance of the loan outstanding on the date together with interest at the agreed rate.
2. The Borrower shall give a letter of authority in favour of the Bank to claim provident fund accumulation standing to his credit from the Trustees of Provident Fund.
3. The Borrower shall keep the said vehicle in good working order, repair and condition (fair and reasonable wear and tear expected) and shall be bound to and shall replace by suitable articles of similar kinds and equal value all such parts thereof as shall become broken, lost or worn out and shall non-alter, take down or remove any part or parts of the said vehicle without the consent of the Bank in writing. In the event of the Borrower replacing any machine, engine part, fixture and fittings of the said vehicle constituting the security hereby created or any parts thereof during the currency of this security with new or other machine, engine parts, fixture and fittings or part thereof such new or other machine, engine parts, fitting or parts thereof (which shall be deemed to be included in the expression the vehicle used in these presents) shall forthwith on its or their being brought into or upon the said vehicle become hypothecated and charged by way of specific charge in favour of the Bank to secure repayment to the Bank of the monies hereby intended to be secured.
4. The Borrower shall permit all persons deputed by the Bank at all reasonable times to have access to the said vehicle and / or the garage or place where the said vehicle may be parked for the purpose of viewing and examining the state and condition of the said vehicle.
5. If any of the said instalments of principal and interest shall not be paid or recovered in manner aforesaid within ten days from the due dates of payment thereof or if the borrower shall commit any breach of any of the terms and conditions herein contained or if the Borrower shall during the continuance of the security hereby created cease to be in the employment of either by reason of death or otherwise or if the borrower shall sell or pledge or part with the property in / or possession of the said vehicle or if the borrower shall be adjudicated insolvent or shall make any composition or agreement with his creditors or if any proceedings

in execution of any decree or judgment shall be taken against the Borrower then in any of such case the whole of the amount then remaining due and owing to the Bank with interest as aforesaid shall forthwith become payable AND on happening of any of such events as aforesaid or if any circumstances shall occur which in the judgment of the Chief General Manager for the time being of the Local Head Office of the Bank is prejudicial to or is likely to prejudice or imperil the security hereby created it shall be lawful for the Bank (without prejudice to the Bank's rights and remedies by suit or otherwise) at the risk and expense of the Borrower to take possession of the said vehicle and either remain in possession thereof without removing the same or else remove / appoint Receivers of and/ or sell the same either by public auction or by private contract as the bank may think fit and the Bank shall be entitled to retain out of the net sale proceeds of such sale the amount then remaining due to the bank for principal and interest as aforesaid and all costs, charges, expenses and payments properly incurred or made in maintaining, defending or realizing the Bank's rights hereunder and the Bank shall pay over the surplus if any to the Borrower, his executors or administrators.

6. The Borrower hereby declares that there are no encumbrances at the present subsisting on the said vehicle or any part thereof and that the same is at present the absolute property of the Borrower and the Borrower hereby undertakes that he will not so long as any money shall remain due or outstanding on the security of these presents create or permit to be created any mortgage, charge, pledge or encumbrance on the said vehicle without the previous written consent of the Bank.

THE SCHEDULE ABOVE REFERRED TO

Description of vehicle	Maker's name	No of cylinders	Engine No	Chassis No	Cost price Rs.

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand this _____ day of _____ two thousand and _____

Place :
Date :

(Signature of the employee)

Annexure I

**Letter of authority addressed to Trustee of Provident Fund to be obtained
from the employee**

(To be executed by the employee)

Place:

Date :

To
The Trustees
State Bank of India Provident Fund / Gratuity Fund

Dear Sir,

I hereby irrevocably authorise you to hand over to State bank of India the cheque/draft for entire amount which is payable to me under the State Bank of India Employees Provident Fund Rules/Gratuity Fund Rules (in force for the time being) immediately after the same has become payable. Such payment shall be a valid discharge to you for the amount so paid and the same shall be binding on me and my heirs, executors and administrators and estate.

If any further application, letter or a receipt is required from me to authorise or enable you to hand over such cheque / draft and effect payment as aforesaid, I shall sign the same after being informed thereof by you or by the Bank. In the event of my failure, neglect, omission, inability or refusal to do so for any reason or cause whatsoever, I hereby irrevocably authorise State Bank of India acting through any of its officers, to sign any such application or letter receipt or discharge or any other letter or writing required by the Trustees and the same shall be valid and binding on me and shall be a valid authorization receipt and discharge to the Trustees in the same manner as if I had myself signed the same.

Yours faithfully,

(Employee)

Copy to :
STATE BANK OF NDIA,
_____ BRANCH.