



CIN NO U65990RJ2019PLC064043

# DEPOSIT/SECURITY LOAN APPLICATION FORM

(To be filled by applicant in BLOCK LETTERS only)

Loan Application No.

Branch Name

Branch Code

Product Code

Application Date

DD MM YY YY YY YY

Member No.

XXXXXXXXXXXXXXXXXXXX

Loan A/c No.

XXXXXXXXXXXXXXXXXXXX

## APPLICANT DETAILS

## APPLICANT

## CO-APPLICANT

Occupation	Salaried	Business	Self Employed	Retired	Others, please specify
If Self Employed	Doctor	CA/CS	Consultant	Architect	Others, please specify
If Business - Type of Business	Proprietorship	Partnership	Pvt. Ltd.	Public Ltd .	Others, please specify
Nature of Business	Manufacture	Agriculture	Service Provider	Trade/Retail	Others, please specify
If Salaried - Type of Company	Private	Public	Govt	Contract	Others, please specify
Net annual Income	Below 1 Lac	1-2Lac	2-3 Lac	3-4 Lac	4 Lac & above
GSTIN Available	Yes	No	GSTIN No		

## PERSONAL DETAILS

Borrower Name:	PREFIX	FIRST NAME	MIDDLE NAME	LAST NAME
Father/Spouse Name				
Mothers Maiden Name				
Name of Spouse				
Date of Birth:	DD MM YY YY YY YY	Gender: Female	Male	3 <sup>rd</sup> gender
Marital Status:	Single	Married	No. of Dependent	No. of Children
PAN:	Yes	No	if Yes	Form 60: Yes
Education	Illiterate	Under Matriculation	Matriculation	Under Graduate
Religion:		Caste: General	SC	ST
Aadhar/Virtual ID No.		Voter ID No.		
Driver Licence No		Exp. Date	DD MM YY YY YY YY	
Passport No		Exp. Date	DD MM YY YY YY YY	
Tel No.	STD	R1	R1	
Mobile No.:	+ 9 1	Email:		

## ADDRESS DETAILS

Mailing Address	Current	Permanent	Office	Residential Status:	Self Owned	Rented	Parental	Govt. Qtr.
Current								
Landmark								
City				PIN Code*		State		
Permanent								
Landmark								
City				PIN Code*		State		
Office								
Landmark								
City				PIN Code*		State		

## REFERENCE

Please provide two references:

Name	Mobile No.	+ 9 1	Email:
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## FOR OFFICE USE ONLY

Sourcing	Branch Code	Sales Promotion Code	BM Code
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## PROPOSED LOAN DETAILS

Loan Amount Requested (Rs)	<input type="text"/>	for Tenure	<input type="text"/>	Months	Security Margin	<input type="text"/>	<input type="text"/>
Scheme offer	EMI <input type="checkbox"/> Others (Please specify) <input type="text"/>						
Interest rate charged (%) p.a.	<input type="text"/>	<input type="text"/>	(Fixed/Floating) (plus applicable taxes or others statutory levies ,if any)				
Interest payment Mode	Monthly <input type="checkbox"/>	Quarterly <input type="checkbox"/>	Half yearly <input type="checkbox"/>	Bullet/Rear Ended <input type="checkbox"/>	Advance /front ended <input type="checkbox"/>	EMI <input type="checkbox"/>	
Mode of disbursal	ASINL A/c <input type="checkbox"/>	IMPS / NEFT / RTGS <input type="checkbox"/>	Cash <input type="checkbox"/>	Demand Draft <input type="checkbox"/>			
Repayment instruction	SI <input type="checkbox"/>	ECS <input type="checkbox"/>	Advance <input type="checkbox"/>	NACH <input type="checkbox"/>			
Charges (%)	Processing Fee(%) <input type="text"/>	<input type="text"/>	Foreclose Fee (%) <input type="text"/>	<input type="text"/>	Overdue Interest Charges (%) <input type="text"/>	<input type="text"/>	<input type="text"/>
	Pre-Payment fee (%) <input type="text"/>	<input type="text"/>	Part-Payment Fee(%) <input type="text"/>	<input type="text"/>	Late Payment charges - As per Sanction Letter Stamp Duty - at Actual		

## PURPOSE OF LOAN

Agriculture ☐ Business Expansion ☐ Travel expense ☐ Education ☐ Medical ☐ Home Repair ☐ Others (Please specify)

## DECLARATION

I declare,warrant,represent,acknowledge and confirm that:

1. This is in reference to above mention Mortgage Loan availed by undersigned from your branch. Undersigned is authorising ASINL duly represented by authorized signatory \_\_\_\_\_ (BM Name)
2. I /We consent / do not consent to receive information /services etc. for marketing purpose through telephone/mobile/SMSs/Email by bank and its agents.
3. I / we further declare that I will not utilize the borrowed money for investment in capital market instruments or in another scheme of mutual funds or for speculative purposes in silver, bullion, essential commodities etc
4. I have fully read and understood and acknowledge the loan terms, copy of which had been provided to me
5. All the particulars and information and details given /filled in this application form are accurate ,complete and up to date in all respect and i have not withheld any information whatsoever. All annexure and addendum to this application form if and whenever executed by me/us are deemed to be an integral part of this application form.

Signature of the Borrower

## DISBURSEMENT THROUGH RTGS/NEFT/IMPS REQUEST

Request to credit the sum of Rs \_\_\_\_\_ being the disbursement proceed of the said loan directly in to my bank account. (details of my bank account given below) through NEFT/IMPS/RTGS facility offered by RB  
I understand that the Money will be reach my account within time stipulated by RBI.

Beneficiary Name	<input type="text"/>	Name of the Bank	<input type="text"/>	If debit from ASINL A/c (Please mention details)
Bank Account No	<input type="text"/>	Name of the branch	<input type="text"/>	Debit A/c Holder No. <input type="text"/>
Account type	<input type="text"/>	Centre (Location)	<input type="text"/>	Debit A/c Holder Name <input type="text"/>
		IFSC code (Cheque copy enclosed)	<input type="text"/>	Debit A/c Holder Branch <input type="text"/>

I hereby declare that the information given above is correct and i will be responsible for any factual inaccuracies. I also authorised you to debit a sum of Rs \_\_\_\_\_ Rupees  
\_\_\_\_\_ on \_\_\_\_\_ of every month starting from \_\_\_\_\_ from account being the monthly/ EMI/other dues payable to the bank. This instruction is irrevocable.

## BANK ACCOUNT/CHEQUE DETAILS

Bank Name	<input type="text"/>	Branch	<input type="text"/>
Branch Address	<input type="text"/>		
Name of A/c Holder	<input type="text"/>		
IFSC CODE	<input type="text"/>	Nature of A/c	<input type="text"/>
No. of Cheque	<input type="text"/>		
1. Cheque No.	<input type="text"/>	2. Cheque No.	<input type="text"/>
3. Cheque No.	<input type="text"/>	4. Cheque No.	<input type="text"/>
5. Cheque No.	<input type="text"/>		

**A part from the securities provided as per norms, I had also provided cheques (post date) 1-5 no.s vide ch.no. which is for the purpose of repayment of loan installment/recovery / my instruction and/or legal action in case of default. I had signed the correct signature which is there in Bank of the respective account. I further declare that a) I will not change the signatue in the bank b) I will not bounce the cheques and c) I will never inform/ positive pay system/ complain regarding missing of the above mentioned cheque. For the same I am legally bond;**

<input type="text"/>	<input type="text"/>	<input type="text"/>
Signature of the Borrower	1. Signature of Co-applicant	2. Signature of Co-applicant

## VERNACULAR DECLARATION

I/We have understood the entire agreement constituting all clauses including the "Declaration cum Terms and Conditions of Loan Collateralized by Gold", which has been filled in my presence. I shall be bound to all the conditions including the details stated in the agreement. The legal documents have been explained to me in the language understood by me and I have understood the entire meaning of the various clauses stated in the legal documents. I have affixed my thumb impression/signed in vernacular language after understanding the contents of the legal documents.

The contents of this document have been read and translated to Mr/Ms.....(name of the borrower) in .....(regional language to be captured), being the language known by him/her & he/she has understood the same & affixed his/her thumb impression / signature in vernacular language to this documents.

Explained by me & Executed in my presence

Understood by me

Executed in my presence

Name \_\_\_\_\_ Signature /Thumb impression \_\_\_\_\_ Signature / Emp code \_\_\_\_\_

Address \_\_\_\_\_ Name of borrower \_\_\_\_\_ Name of Bank official \_\_\_\_\_

Signature of the Borrower

## LOAN AGREEMENT

This **LOAN AGREEMENT("Agreement")** is made at the place and on the date as stated in the schedule 1 hereunder written ( "the Schedule 1") BETWEEN "**Applicant**" more fully described in the Schedule 1 hereinafter referred to as "**the Borrower**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his / her / its / their respective heirs, administrators, executors, legal representatives of the First part

### And

The Person mentioned as Co-Applicant in Schedule 1 (hereinafter referred to as "**Co-Applicants**" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns or as per legal representatives) of the Second Part, if any applicable;

### And

The Person mentioned as Guarantor(s) in Schedule 1 (hereinafter referred to as "**Guarantor(s)**" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the Third Part, if any;

### And

**ALFASTAR INDIA NIDHI LIMITED**, a Nidhi Company incorporated under the Companies Act 2013 having its Registered office at **SHOP NO. 2 TYOD, SAMBHAR LAKE, PHULERA JAIPUR-303604 Rajasthan**, and an office at the address mentioned in Schedule 1, hereinafter referred to as the "**Lender**", which Expression shall, unless it be repugnant to the subject or context thereof, shall mean and include its successors, transferees and assigns, of the Other Part. The Borrower, the Guarantor(s) and the Lender shall hereinafter be referred to individually as "**Party**" or collectively as "**Parties**".

## WHEREAS

1. The Lender is engaged in the business of Lending and Accepting Deposits from its Members (A Business of Nidhi Company ) Company in accordance with Nidhi Rules, 2014
2. The Borrower is engaged in carrying on bonafide business activities as set out in Schedule
3. The Borrower is a individual and also member of the company, competent to execute this Agreement and that there are no suits, actions or proceedings against the Borrower pending before any court of law, which might affect the Borrower in performance of the obligations

## NOW, THEREFORE, THE PARTIES HEREBY AGREE AS UNDER:

1. The Borrower had approached the Lender for a Loan amount as stated in Schedule 1 (the loan amount hereinafter shall be referred to as 'the loan' or "Loan" or "Loan Amount") on the terms, conditions and the purpose as stated / contained in this Agreement and / or in the Borrower's application for the loan.
2. The Lender hereby grants to the Borrower and the Borrower agrees to avail from the Lender, a financial assistance of a Loan Amount on the terms and conditions contained in this Agreement. The Tenure, interest rate ("Interest") and the schedule of repayment in respect of the Loan shall be as specified in Schedule 1 as set out herein or as may be amended in accordance with this agreement from time to
3. The Borrower has requested the Lender to disburse the Loan in the manner specified in Schedule 4 hereto.
4. **Fees** The Borrower agrees to pay to the Lender the fees as set out in Schedule 2. The Borrower hereby authorises the Lender to deduct these amounts together with applicable taxes from the Loan Amount and to pay to the Borrower only the balance amount. The Borrower hereby confirms that irrespective of deduction of such fees, the obligation of the Borrower to repay to the Lender shall be of the entire Loan Amount along with Interest, and other charges together with applicable taxes in terms of this Agreement. The fees paid / deducted by the Lender is to meet the out of pocket expenses and the same is non- refundable/ non-adjustable.
5. **Repayment**
  - a. In consideration of the Lender extending the "Loan", the Borrower and the Guarantor shall jointly and severally repay the Loan along with Interest in accordance with the Repayment Schedule set out in **Schedule 1** of this Agreement. The Borrower hereby confirms having perused, understood that the interest is applied on the principal on a daily basis and agreed to the method of computation of EMI and the effective or Annualized rate of interest as stipulated in Schedule 1. The Borrower further agrees to pay the EMI as per schedule hereto and shall also pay overdue interest arising out of the default in repayment of installments, any other charges such as Bank charges, pre-payment charge etc., as per schedule 3 together with Goods and Services tax and all other statutory taxes and levies as be applicable from time to time.
  - b. The Borrower hereby confirms that it has provided to the Lender the details of the bank account of the Borrower where all the receipts / receivables / income of the Borrower is being credited and the Borrower hereby confirms that it shall issue binding irrevocable instructions to the said bank to debit the account periodically with the amounts due to the Lender as set out in this Agreement. Further, the Borrower hereby confirms that it will not divert this income / inflow to any other bank account till such time the dues to the Lender remain under this Agreement.
  - c. The Borrower shall unconditionally and irrevocably authorize the Bank through Standing instructions or Electronic Clearing System (ECS) instructions / ACH to debit the Borrower account towards the dues payable to the Lender. The Borrower further agrees to maintain sufficient balance in the account to enable his / her /its Bankers to facilitate the debit of the account, and remittance of the amount so debited to the credit of the Lender. Alternatively, where the ECS / ACH facility is not available for the Borrower, the Borrower may issue to the Lender post dated cheques (PDC) towards repayment of the installments / dues arising under this Agreement and undertakes that sufficient balance will be made available for honouring the cheques on the due date as and when presented for payment by the Lender on or after the due date.
  - d. The Borrower, subject to the prior permission of the Lender may swap the PDC's issued or request for other mode of payment towards discharge of the liability and such swap of PDC's and / or change of mode of Payment to ECS / ACH, if permitted by the Lender shall be subject to payment of Swap charges as specified in schedule 3, hereto. Permitting Swap of other mode of payment is at the sole discretion of the Lender.
6. **Pre- payment**
  - a. The Borrower shall not prepay / foreclose any portion of the outstanding loan amount either in part or full during the Lock-in period ("Lock-in Period") as set out in Schedule 1 of this

Signature of the Borrower	1. Signature of Co-applicant	2. Signature of Co-applicant	1. Signature of Guarantor	2. Signature of Guarantor

- b. The Borrower may exercise the option of pre-payment post Lock-in-period, where applicable, subject to the Borrower and the guarantor complying with the following conditions and at the absolute discretion of the Lender. After the expiry of Lock-in Period as provided in Schedule 1 hereunder, the Borrower shall give the Lender a notice of 21 days intimating his desire to pre-pay the loan and the Lender may accept pre-payment together with pre-payment charges / foreclosure charges as specified in Schedule 3, hereto and such charges is payable by the Borrower together with applicable.
- c. The amount pre paid shall be first used to credit the overdue interest, bank charges, legal expenses if any, Arrears of installments, interest due upto date for the current month, The current month EMI, foreclosure / pre-payment charges and other expenses and taxes due as mentioned in this agreement. If any amount remains after meeting the charges then it shall be adjusted towards the principal amount. If the entire amount due for prepayment is not remitted then the amount so received by the Lender would be treated as an advance payment of future EMI and will be adjusted to EMI month on month, as and when the EMI falls due for payment. The Borrower hereby agrees that the Lender is not obliged to reverse the interest that may accrue on account of advance payment. The amount due under foreclosure should be paid in full by the Borrower to the Lender to qualify the account
- d. If the loan is being foreclosed by the Borrower by obtaining financial assistance from any other financial institution / Bank / NBFC / Third party, the Borrower shall be charged additional prepayment/foreclosure charges at the rate specified in Schedule 3 herein, which is payable together with applicable Goods and Service Tax (GST) by the Borrower in addition to the applicable foreclosure

## 7. Security

- a. In consideration of the Lender granting the Loan and as a security for the same, the Borrower and/or the Guarantor(s) hereby agree(s) to create security (free from any charge) in favour of the Lender over the assets as set out in Schedule 5 herein (hereinafter collectively referred to as the "Security"). The Borrower and / or the Guarantor hereby authorizes the Lender to create charge, if lender agrees to create charge over the said assets in favour of the Lender by registering of charges with various authorities, and the cost incurred by the Lender for creation of such charges shall be borne by the Borrower and shall be paid by the Borrower upfront or at the time of registration of the charge and in the event of not remitting the same, the Lender may debit such amount to the loan account of the Borrower and the Borrower agrees to repay the same together with interest at the rate as specified in the schedule
- b. The Borrower and the Guarantor(s) hereby agree(s) pledge to own deposit confirmation bond/ Gold jewellery or gold bond/ any government bond.
- c. **The Borrower and/or the Guarantor(s)/ or Co-Applicant(s) notice that Mortgage loan (property loan) include all related documents because mortgage deed already mention security area.**
- d. **This Security attached (pledge) (mortgage) (lien) (assignment) when all loan installment amount repayment on time and not matured your deposit amount (deposit confirmation bond FD/RD) or not free additional security like (pledge) (mortgage) (lien) (assignment) before all payment clear loan amount. Whether the deposit is of guarantor(s) or it self of depositor.**

## 8. Event of Default

The happening of the following events shall constitute an event of default ("Event of Default")

- a. Any non-compliance by the Borrower and/or the Guarantor(s) of the terms & conditions of this Agreement or any other agreement entered into in respect of this Loan or any other financial assistance availed of by the Borrower from the Lender;
- b. All amount recover through deposit bond/ gold or gold bond/ any government bond securities include life insurance bond whether itself the borrower and are guarantor(s)

## 9. Consequences of an Event of Default

- a. The entire Loan Amount along with Interest for the entire period shall immediately become due and payable, and the Lender shall have the right to recall the entire loan together with interest for the entire period, the overdue interest arising on account of default, Bank charges and other Charges, as mentioned in Schedule 3 hereunder; All charges are payable by the Borrower together with applicable
- b. Lender shall be entitled to enforce the Security, if any available;
- c. Lender shall be entitled to proceed against and take any action against the Borrower and / or the Guarantor(s) in order to realize the Loan Amount along with Interest, Charges and expenses;
- d. In addition to the rights specified in this Agreement, the Lender shall be entitled to take all or any action with or without intervention of the Courts to recover the monies due and payable by the Borrower and/or the Guarantor(s) under this Agreement.
- e. Notwithstanding any other rights available to the Lender under this Agreement, the Lender shall be entitled to initiate criminal proceeding or any other appropriate actions against the Borrower and /or the Guarantor(s) if at any time the Lender at its sole discretion has sufficient grounds to believe that the Borrower and /or the Guarantor(s) has / have made any misrepresentations and / or submitted any forged documents or fabricated data to the
- f. All rights and powers conferred on the Lender under this Agreement shall be in addition and supplemental to any rights the Lender has as a creditor against the Borrower and/or the Guarantor(s) under any law for the time being in force and security documents and shall not be in derogation

## 10. Insurance (optional)

- a. The Lender has indicated to the Borrower / Guarantor about the availability of insurance cover. The Borrower and / or Guarantor may opt for a Life Insurance cover and / or insurance for Fire and / or Burglary and have explicitly indicated the option for insurance cover in the application form. The Borrower / Guarantor hereby acknowledge that the insurance cover is optional and is at the request of the Borrower. It is clearly understood by the Borrower and the Guarantor that the Lender is not liable for admission of any claim by the insurance company and the settlement thereto.
- b. The Borrower hereby authorizes the Lender to receive any amount that may be paid by the Insurance Company / Government body, as against any insurance policy that may have been taken by the Borrower (at the option of the Borrower), and appropriate the same to the loan account of the Borrower. In the event the claim amount is not sufficient to cover the liability in the account, the Borrower hereby undertakes to remit the balance due under this Agreement. The discharge given by the Lender to the Insurance Company on behalf of the Borrower is binding on the Borrower and the Borrower / Guarantor(s) shall not dispute the same. **Nidhi Company not carrying business of insurance and member purchase insurance policy (loan protection plan/life plan) own base -pay insurance premium by self or not any responsibility like claim/settlement.**

## 11. Waiver of certain rights by the Guarantor

The Guarantor(s) hereby agrees to the following:

Signature of the Borrower	1. Signature of Co-applicant	2. Signature of Co-applicant	1. Signature of Guarantor	2. Signature of Guarantor
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- a. The liability of the Guarantor(s) under this Agreement shall in no manner be affected by any variations, acts or forbearance, or by reason of time extended to the Borrower, or of any other forbearance act or omission on the part of the Security or by any other matters or things whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantor(s).
- b. Any variance made without the Guarantor's consent, in the terms of this Agreement, shall not discharge the Guarantor(s) from his / its obligations under this Agreement or as to terms subsequent to such variance.
- c. The Guarantor(s) shall not be discharged by any contract between the Lender and the Borrower, by which the Borrower is released, or by any act or omission of the Lender, the legal consequence of which is the discharge of the
- d. Any contract between the Lender and the Borrower, without the consent of the Guarantor(s), by which the Lender make a composition with, or promises to give time, or not to sue the Borrower, shall not discharge the Guarantor(s).

## 12. General Terms and Conditions

- a. I am in need of Loan and had requested compnay for the same;
- b. I shall abide by all the applicabe rules & regulations of the company including amendment from time to time regarding Loan Term and Condition, Documentation rules, Penal Provision, Late fees, Administrative Charges etc.
- c. I had read and been told about all the rules and regulations for accepting Loan & Regarding complete formalities, Legal repurcations and relate inforlmation existing in the company which is clear to me ;
- d. **A part from the securities provided as per norms, I had also provided cheques (post date) 1-5 no.s vide ch.no. (this term already mention loan application form) which is for the purpose of recovery / my instruction and/or legal action in case of default. I had signed the correct signature which is there in Bank of the respective account. I further declare that a) I will not change the signatue in the bank b) I will not bounce the cheques and c) I will never inform/ complain regarding missing of the above mentioned cheque. For the same I am legally bond;**
- e. I understand that Nidhi Company is run as per the Nidhi Rules published in the official gazette of the Government of India; That I am legally responsible for all the truth or information & documention provided in the Form ; I further understand that company is always there to help me
- f. I hereby declare that the details furnished above are true and correct to the best of my/ our knowledge and belief & I undertake to inform you of any change therein immediately. In case any of the above information is should be false or untrue or misleading or misrepresenting, I am / We are aware that I/ We may be held liable for it.

## 13. Cost and Expenses

- a. The Borrower and Guarantor(s) shall bear all costs and other expenses incurred in relation to the completion of this Agreement and in complying with the terms and conditions of this Agreement, including any and all costs incurred in connection with this Agreement.
- b. The Borrower and Guarantor(s) hereby confirm their liability and shall reimburse / pay any tax that the Lender may have to pay to the Government, in respect of the transactions under this
- c. The Borrower and the Guarantor(s) hereby authorise the Lender at the cost and risk of the Borrower to engage one or more person(s) / agencies to verify any fact or information furnished by, concerning and pertaining to the Borrower and Guarantor(s) and collect the outstanding amount and / or to enforce any security and may furnish to such person/s such documents, information, facts and figures as it may deem
- d. Any claim, demands, actions, costs, expenses and liabilities incurred or suffered by the Lender by reason of non-payment or insufficient payment of stamp duty by the Borrower on this Agreement and the documents and any other writings or documents which may be executed by the Borrower pursuant to or in relation to this Agreement, will be to the cost of the
- e. The Borrower and Guarantor(s) hereby unconditionally and irrevocably agree to pay to the Lender a sum as specified in Schedule 3 towards cancellation of the Agreement, if the loan is not availed / if the request for loan is withdrawn or rejected, on execution of this Agreement. This would be in addition to the cost of stamp duty, registration charges and other expenses that may have been incurred by the Lender on behalf of the Borrower. The said charges shall be paid by the Borrower together with all applicable
- f. The Borrower hereby undertakes to reimburse / pay charges as per Schedule 3 here below to the Lender for every visit by the representative of the Lender to the premises of the Borrower for collection of the dues outstanding from time to

## 14. Term and Termination

- a. This Agreement shall become effective on
- b. **The Agreement shall stand terminated on the date the Borrower has repaid the Loan Amount in full along with Interest, overdue interest, Bank charges and other charges (pre-EMI, legal etc.) as mentioned in this Agreement, and fulfilled all other obligations under the Agreement to the satisfaction.**
- c. The Borrower does not have the right to terminate this Agreement in any situation except with the written consent of the Lender, by repaying the entire amounts due to the Lender under this

## 15. Arbitration and Dispute Settlement

- a. Without prejudice to the Lender's right available to it under the SARFAESI Act, 2002, all disputes, differences and/or claims, arising out of this Agreement, whether during its subsistence or thereafter, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modification or re-enactment for the time being in force and shall be conducted by a sole arbitrator to be appointed by the Lender. The applicable law shall be Indian laws. In the event of incapacity or resignation or death of the sole arbitrator so appointed, the Lender shall be entitled to appoint another arbitrator in place of the earlier arbitrator, and the proceedings shall continue from the stage at which the predecessor had left.
- b. The venue of Arbitration shall be as specified in Schedule 1 hereto and the proceedings shall be conducted in English
- c. The Borrower and Guarantor hereby agree and confirm that the Lender shall be permitted to invoke the provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and any amendments thereto in order to recover its dues under this Agreement from the Borrower /

Signature of the Borrower	1. Signature of Co-applicant	2. Signature of Co-applicant	1. Signature of Guarantor	2. Signature of Guarantor
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**16. Jurisdiction and Governing Law**

Subject to the Arbitration Clause mentioned above, this Agreement shall be governed and construed in accordance with the substantive laws of India and the parties hereto submit to the exclusive jurisdiction of the Courts, situate at the place as specified in schedule 1 hereto.

**17. Disclosure of Information**

- a. The Borrower and Guarantor(s) accept, confirm and consent for the disclosure and sharing by the Lender of all or any information and data relating to the Borrower, the facilities, any other transactions that the Borrower has with the Lender, the Borrower's account, and the agreements and documents related to the facilities and transactions, including but not limited to information relating to default, if any, committed by the Borrower, in the discharge of the Borrower's obligations in relation to the facilities or other transactions, as the Lender may deem appropriate and necessary to disclose and furnish, to the Reserve Bank of India ("RBI") and/or to the Credit Information Companies and/or to any other agency or body as authorized in this behalf by RBI, to other banks and lenders including assignees and potential assignees, to its professional advisers and consultants and to its service providers instructed by it in relation to the Facilities, and/or as required under law or any applicable regulation, or at the order of a court of law, or at the request or order of any statutory, regulatory or supervisory authority with whom it customarily complies.
- b. **The Borrower and/or the Guarantor(s) accepts that the RBI or the Credit Information Companies and or any other agency so authorized, or any statutory, regulatory or supervisory authority or other lenders / potential lenders, may use, process and disseminate the said information and data disclosed by the Lender in such manner as deemed fit by them in any particular circumstances and shall not hold the Lender responsible or liable in this regard.**

**18. Notices**

Every notice, request, demand or other communication under this Agreement shall:

- a. be in writing, delivered by hand, or by registered post / Speed post, acknowledgement due, or by Courier or any other mode as decided by the Lender;
- b. be deemed to have been received by the Borrower and / or Guarantor when delivered by hand, at the time so delivered if during business hours on a business day for the recipient, and if given by registered post acknowledgement due, 72 hours after it has been put into post; and
- c. be sent to the Borrower to the address mentioned in Schedule 1 hereto and to the Lender at its office address first hereinabove mentioned and to the address mentioned in schedule 1, or to such other address as either party may in writing hereafter notify to the other
- d. The Lender may (but not obliged to) send short message services (sms) to the Borrower intimating him on the dues payable by him and may call the Borrower and / or the guarantor to pay any dues that is outstanding under the agreement. The Borrower and the Guarantor hereby specifically authorizes the Lender to make such calls or send SMS or emails to their contact details provided to the Lender, and further acknowledges that the same shall not be considered as unsolicited calls/SMS/emails from the Lender.
- e. The Borrower hereby agrees to pay the postal and other charges as mentioned in Schedule 3 here to for each of the notices being sent to him /

**19. Late Fine and Charges**

As per sanction Letter copy or if any late fine & charges change time to time or in future will be reminder you by SMS and Email.

Signature of the Borrower	1. Signature of Co-applicant	2. Signature of Co-applicant	1. Signature of Guarantor	2. Signature of Guarantor
Name of Borrower	Name of Co-applicant	Name of Co-applicant	Name of Guarantor	Name of Guarantor
Borrower Thumb	Co-applicant Thumb	Co-applicant Thumb	Guarantor Thumb	Guarantor Thumb

**Schedule 1**

Date		Stamp duty Charges (as per state govt.)	
Details of Sanction Letter		Legal Charges (if any)	
Place of Execution of this Agreement		Pre-EMI Interest	
Facility Tenure		Other Charges (Deposit Bond Transfer fee) if any	
Interest		Credit Shield	
Amount of Facility		Insurance Charges (Optional)	
Repayable in		Cheque/NACH Bounce Charges	
Rate of Penal Interest			
Bank Branch Office Address			
Mortgagor Name and Address :			
Details of property :	Deposit/Security Type		
	Deposit/Security Valuation (as per current value)		
	Deposit/Security- KVP/LIFE INSURANCE POLICY/ OWN RD-FD/MIS/PROPERTY DEED/GOLD BOND/ANY APPROVED GOVT. SECURITY		
	Security Approved by		

S.N.	Deposit Security Type with No.	Security Total Value	Calculate Loan Value	Security Expire	S.N.	Deposit Security Type with No.	Security Total Value	Calculate Loan Value	Security Expire

Signature of Verifying Officer  
(with stamp)

Emp. Code .....

**SIGNED AND DELIVERED :**

BY Alfatar India Nidhi Limited  
By the hands of its Authorised Signatory :  
Mr./Ms. :  
Employee Code :

**SIGNED AND DELIVERED BY THE**

Borrower by the hands :  
Mr./Ms. :

Signature of the Borrower

**DEMAND PROMISSORY NOTE**

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Rs. \_\_\_\_\_/-

ON DEMAND, I/We \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_

and /or permitted assigns, jointly and severally promise to pay to Alfatar India Nidhi Limited (CIN :

U655990RJ2019PLC064043), a company incorporated under the Companies Act, 2013 having its Registered Office and

Head Office at Shop No. 02, Tyod, Sambhar Lake, Phulera, Jaipur, Rajasthan-303604, (hereinafter referred to as the

"ASINL", which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its

successors and assigns) or order, the sum of INR \_\_\_\_\_/- (Indian Rupees

\_\_\_\_\_ Only) together with interest from the date hereof, at the

rate of \_\_\_\_\_% per annum or such other rate the Bank may fix from time to time, compounding and payable

with monthly rests, for value received.

Rs. 1 Revenue  
Stamp to be  
affixed &  
cancelled with  
Borrower and  
Co-Borrowers

Signature of the Borrower

Name of Borrower

\_\_\_\_\_

1. Signature of Co-applicant

Name of Co-applicant

\_\_\_\_\_

2. Signature of Co-applicant

Name of Co-applicant

\_\_\_\_\_





REGD. OFFICE: SHOP NO. 2 TYOD

SAMBHAR LAKE, PHULERA

JAIPUR RAJASTHAN – 303604

[www.alfastarindia.in](http://www.alfastarindia.in)

## Maturity/Pre-Maturity Form (Loan Settlement Only)

Branch ..... Code ..... Member No. ....

Policy A/c No.	(1) .....	(2) .....	(3) .....	(4) .....
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Maturity Type	1. ( ) Maturity ( ) Pre-Maturity	2. ( ) Maturity ( ) Pre-Maturity
	3. ( ) Maturity ( ) Pre-Maturity	4. ( ) Maturity ( ) Pre-Maturity

## PERSONAL INFORMATION

A/c Holder Name .....

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

Address .....

City ..... State ..... Pin Code ..... Mobile No. ....

## BRANCH USE ONLY

1. Deposit Amount	(1) ..... + (2) ..... + (3) ..... + (4) .....
2. Interest Amount	(1) ..... + (2) ..... + (3) ..... + (4) .....
3. Total Maturity Amount	(1) ..... + (2) ..... + (3) ..... + (4) .....
4. Pre Maturity Charges	(1) ..... + (2) ..... + (3) ..... + (4) .....
5. Loan Amount	
6. Loan Settlement Amount	
7. Payable Amount	

Payment Mode : Saving Account

Bank Name :	
IFSC Code :	
Account No. :	

Date : ..... Total Amount of Accounts .....

.....  
Policy Holder's Signature

## DECLARATION

I ..... S/o / D/o / W/o .....  
 Policy Accounts No. (1) ..... (2) ..... (3) ..... (4) ..... of behalf  
 ..... Receive on Amount for these Accounts & Use This Amount for Loan Settlement Purpose or Not  
 Objection in Future Claim this amount

Place : .....

Date : .....

Verify Branch Manager

Paste here
Revenue
Ticket
After Signature