

# Loan Against Gold Agreement

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To  
The Manager  
Global Co-operative Credit Society Limited  
80 Feet Road Kanpur

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

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

ON DEMAND I / We \_\_\_\_\_  
unconditionally promise to pay to Global Co-operative Credit Society Limited , or order at their office at \_\_\_\_\_  
\_\_\_\_\_, for the value received, the sum of Rupees \_\_\_\_\_  
only with interest there on at the rate of \_\_\_\_\_% per Annum. Presentment for payment and noting and protest of  
the note are here by unconditionally waived.

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

Name of the Borrower(s):  
\_\_\_\_\_

Affix Re 1/-  
Revenue Stamp  
here (x)  
Borrower

Name of the Co-Borrower(s):  
\_\_\_\_\_

Affix Re 1/-  
Revenue Stamp  
here (x)  
Co-Borrower

# LOAN CUM PLEDGE AGREEMENT FOR GOLD ORNAMENTS / JEWELLERY

Dated \_\_\_\_\_

This Agreement made at \_\_\_\_\_, on this [\_\_\_\_\_] of [\_\_\_\_\_] Two Thousand [\_\_\_\_\_] ("Agreement") by and between:

THE BORROWER (Details whereof more particularly described in the First Schedule of the Agreement) hereinafter referred to as "Borrower" of the FIRST PART

AND

**Global Co-operative Credit Society Limited**, incorporated under the society Act, 1965 and having its registered office at **.109 / 419 A ASHA PALACE 2<sup>ND</sup> FLOOR 80 FEET ROAD KANPUR 208012 UTTAR PRADESH**, India, (here in after referred to as "the Lender" which expression shall, unless it be repugnant to the context or meaning there of, be deemed to mean and include its successors and assigns) of the of the OTHER PART

WHEREAS

The Borrower applied for loan to **Global Co-operative Credit Society Limited**, registered under the Act 1965 having its registered office at **.109 / 419 A ASHA PALACE 2<sup>ND</sup> FLOOR 80 FEET ROAD KANPUR 208012 UTTAR PRADESH** (here in after called as "Global Co-operative Credit Society Limited"). Global Co-operative Credit Society Limited at my/our request has granted /agreed to grant a loan of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (hereinafter referred to

as the "Loan") for the purposes specified in the Loan Application and on the basis of, and subject to the conditions, terms, and covenants herein set forth and in the Loan Application

NOW THEREFORE THIS AGREEMENT WITNESSTH AS UNDER:

I Definition:

"Asset(s)" means the gold ornament/ jewellery (as more particularly described in the Second Schedule) deposited by Borrower with **Global Co-operative Credit Society Limited** in order to avail the Loan and more specifically described in the First Schedule.

"Borrowers Dues" means and includes the outstanding principal amount of the Loan, all interest, all fees, costs, charges, expenses, stamp duty and all other monies whatsoever payable by the Borrower to **Global Co-operative Credit Society Limited** in accordance with the Agreement.

II Loan:

In consideration of **Global Co-operative Credit Society Limited** having agreed to grant / granted to the Borrower the Loan, the Borrower irrevocably under takes and confirms to the **Global Co-operative Credit Society Limited** as follows:

The Loan shall carry the interest as specified in the First Schedule of the Loan Agreement and shall be computed on annual basis. The Lender shall be entitled to revise the rate of interest and other charges at any time and from time to time as per its policy, market condition during the tenure of the loan at its sole discretion. Such variation in respect of the interest rate shall have a prospective effect.

- 1) The Loan amount shall be disbursed to the Borrower net of all initial payments towards administration fees, premium, transaction/processing charges etc. society may in its discretion make disbursement of the Loan in cash and the Borrower by executing this Agreement hereby confirms the receipt of the Loan. If disbursement of the Loan is made by cheque or pay order then the disbursement shall be deemed to have been made to the Borrower on the date of the disbursement by cheque or pay order as the case may be. It is further agreed that society shall be entitled to require the Borrower to execute such additional documentation as society may require in this regard or in order to give effect to any provision of this Agreement and the Borrower does hereby undertakes to execute all such documentation as and when required by society.
- 2) The Loan amount shall be disbursed to the Borrower net of all initial payments towards administration fees, premium, transaction/processing charges etc. society may in its discretion make disbursement of the Loan in cash and the Borrower by executing this Agreement hereby confirms the receipt of the Loan. If disbursement of the Loan is made by cheque or pay order then the disbursement shall be deemed to have been made to the Borrower on the date of the disbursement by cheque or pay order as the case may be.
- 3) It is further agreed that society shall be entitled to require the Borrower to execute such additional documentation as society may require in this regard or in order to give effect to any provision of this Agreement and the Borrower does hereby undertakes to execute all such documentation as and when required by society.
- 4) The Loan shall be repaid on the final due date as per the repayment details as specified in First Schedule hereto or as may be specified in the demand notice of society.
- 5) Interest on the Loan will be payable either upfront by deducting from the Loan amount at the time of disbursement of the Loan to the Borrower or on monthly basis as per the repayment details specified in First Schedule hereto
- 6) Notwithstanding anything to the contrary contained herein the Loan shall be repayable on demand and society shall have the right to be paid forthwith on demand the entire Loan amount, together with interest and all other dues in respect of the Loan.
- 7) All payment to be made by the Borrower to society shall be made free and clear of and without any deduction for or on account of any taxes deduction, so that society receives and retains (without any liability for such deduction) a sum equal to the sum which it would have received had such deduction not been made or required to be made. Service tax and all other applicable taxes or other statutory levies, if any, will be charged to the Borrower.
- 8) The repayment/payment of Loan shall not be affected, impaired or discharged by insolvency or death of the Borrower.
- 9) The Loan shall not be utilized for any purpose other than the purpose specified in the Application form, or for any speculative, improper or unlawful/purposes/activities.
- 10) The Borrower acknowledges that borrowing of the Loan is a commercial transaction and Borrower waives any defense under usury or other laws relating to the charging of the interest.
- 11) The Loan shall be repaid through cash/cheque or demand draft or such method as may be enquired by society and the Borrower shall comply with such request, without demur or delay.
- 12) If Borrower default in making repayment of the Loan or interest or any other amount due in relation to the Loan, the Borrower shall be liable to pay additional interest at 2 % per annum over and above the applicable rate of interest on the unpaid amount from the due date till the date of actual payment of the entire Loan amount. Such additional interest shall be in addition to any other charges, which Borrower is/are liable to pay to society in terms of the Loan.
- 13) Where the Loan is provided to more than one Borrower, the liability of the Borrowers to repay the Loan a long with interest, costs, charges, expenses etc shall be joint and several and the word Borrower in this Agreement shall be construed as Borrowers.
- 14) The Borrower shall bear, pay and reimburse to society, all charges relating to cheque bouncing, cheque representation, administration charges, interest tax, service tax, duties (including stamp duty), sales tax/VAT and taxes (of any description as may be levied from time to time by the Government or other authority) and all other cost and expenses whatsoever in connection with (a) application for and the grant and repayment of Loan; (b) recovery and realization of the Loan together with interest;(c)enforcement of Security;(d) clearance of arrears of all taxes and any other charges and levies of the Government in respect of Asset(s) and (e) insuring the Asset(s).
- 15) Notwithstanding any of the provisions of the Indian Contract Act, 1872, or any other applicable law, or any terms and conditions to the contrary contained in the Agreement, society may, at its absolute discretion, appropriate any payments made by the Borrower in accordance with the Agreement and any amounts realized by society by enforcement of security or otherwise, towards the Borrowers Dues payable by Borrower to society and/ or any other agreements whatsoever between the Borrower and society and in any manner whatsoever.
- 16) **Security:** In consideration of society having agreed to grant/ granted Loan to the Borrower, the Borrower is the sole and absolute owner of the Asset(s) doth hereby tender and pledge with society the Asset(s), more particularly specified in the Second Schedule hereto ("**Security**"), as security for the due payment, and repayment of the Borrower's Dues payable to society as also for the due fulfillment and compliance of Borrower's obligations under the Loan. However, any stones, gems attached to the gold jewellery would not be valued for the purpose of the Loan and given that they would not be valued there would be no value attached to the same by society. The Security here in created shall continue until the full payment of all monies due under/ in respect of the Loan and until all covenants have been duly complied with and all the Borrowers obligations under the Loan have been duly discharged. The Borrower agrees and consents that society has the right to inspect the pouch, in which the Asset(s) are kept, in the absence of the Borrower for the purpose of the second appraisal/audit of the Asset(s) in the presence of the authorised officials of society and appraisers.

17. (i) The Borrower declares that :
- (a) The Borrower has all legal right and full power to enter into this Agreement and to create as security interest in the said Security in favour of society, and no other person or entity is, or is actually or conditionally entitled to possession, use or control of the said Security.
  - (b) The Security pledged is the exclusive and absolute property of the Borrower and no other person has any right, interest or claim over the same;
  - (c) The Assets(s) do not form part of any stolen goods;
  - (d) The Borrower has absolute right to deal with the Asset(s) and is entitled to sell/create security on or over or dispose of the Assets(s) including pledging the Asset(s) for the purpose of the Loan.
  - (e) In the event that the Borrower is a member / the Borrowers are members of a Hindu Undivided Family or HUF, the Security forms part of personal assets of the Borrower and does not form parts of the assets jointly held and/or owned, by the said HUF
  - (f) There is no action, suit or proceedings against the Borrower/Borrowers pending before any court of law or before any other tribunal, judicial, quasi-judicial or administrative authority, which might affect the Borrowers/Borrowers ability to perform its/their obligations hereunder.
18. The Borrower further confirms that the Asset(s) pledged by the Borrower is of merchantable quality of 18 carat or more/higher and does not have any antique value. The Borrower agrees and accepts the valuation and purity of the Asset(s) as determined by the appraiser / valuer as approved by society. In the event the value of the Security falls so as to create deficiency in the security margin requirement specified by society from time to time, the Borrower shall within 7 days from the date of intimation from society, deposit with society additional Security in the form of cash or such similar security which may be acceptable to society, failing which society may in its discretion sell , dispose off or realize any or all the security created in favour of society without being liable for any loss or damage in the value realized thereby and also without prejudice to society's right to proceed against the Borrower for any balance / additional amounts that may be outstanding in respect of the Loan. The Security, if any, which is already created in favour of society, and subsequently declared by society to be unacceptable shall nevertheless continue to be maintained in society's favour, unless it is released by society.
19. An event of default shall be deemed to have occurred if the Borrower(a) commits a breach of any of the terms and conditions of Agreement, or (b) fails to pay the Borrower Dues or any other amount due and payable to society on the due date, or (c) has made any misrepresentation to society, and/or(d) the Borrowers title to the Asset(s) or any part thereof is defective, or challenged by any person, in any manner and/or (e)the Asset(s) or any part t/s thereof is found to be spurious, fake or of inferior quality and/or (f) if Security for the Loan is in jeopardy or ceases to have effect or becomes illegal, invalid, unenforceable or otherwise fails or ceases to be in effect, and/or(g) the Borrower has been declared insolvent or is subjected to insolvency proceedings and/or (h) If any circumstance or event occurs which is prejudicial to or impairs or imperils or jeopardize or is likely to prejudice, impair, imperil, depreciate or jeopardize the Security given by the Borrower or any part thereof.
20. Upon occurrence of any of the events of default, society without prejudice to its rights and remedies available under the Agreement or otherwise, shall send a prior notice of 15 days in writing to the Borrower calling upon the Borrower to pay forthwith all the dues payable under the loan agreement; failing which society shall have right to sell the Security/Asset. In case the Borrower fails to make the payment of the dues in terms of such notice, society shall at the cost of the Borrower sell the Security/ies/Assets. The process for Sale/Auction of the securities/assets has been prescribed in the Process/Policy note for auction which has been uploaded on the official website of society/Lender and the Borrower confirms that he/she has read and understood the said process/policy and is bound by the same. society is authorized to give a good discharge for the moneys received by it pursuant to the exercise of its power of sale. The Borrower his/her heirs, nominees shall not have any claim of what so ever nature against society either in respect of the process of Sell/Auction undertaken by society or in respect of any loss/damage that may be suffered by the Borrower arising out of such Sale/Auction.
21. society is irrevocably authorized and entitled, at its sole discretion, to act on the Borrower's behalf, at the Borrower's sole risk and cost and to take all necessary steps, actions and proceedings as society deems fit to safeguard the interests of society, and/or to sell the Asset(s)/Security, receive all monies payable under or upon enforcement of Asset(s)/Security and to give a valid receipt therefor on behalf of the Borrower and to apply such proceeds in a manner as deemed fit by society towards repayment / payment of the Borrower's Dues or otherwise.
22. i) society shall not in any way be liable/responsible for any loss or damage to, the Asset(s) on any account what so ever whilst the same are in the possession of society or any inspection process conducted by the appraiser in deter mining the aforesaid value or by reason of exercise or non-exercise of any rights and remedies available to society as aforesaid. society shall not be liable for any loss or damage or diminution in value sustained / realized thereby or for any loss or diminution in value of, the Asset(s) on any account whatsoever by reason of exercise or no exercise of any rights and remedies available to society as aforesaid.
- ii) The Borrower shall also not be entitled to raise any claim against society on the grounds that a larger sum or amount might or ought to have been received from the Asset(s) or be entitled to dispute the liability of the Borrower for the balance amount of Borrower's Dues remaining due after adjustment thereof in accordance with the Agreement.
- iii) society shall also not be responsible for any loss caused to the Security by reason of an event of force majeure. For the purposes of this Agreement an event of force majeure shall mean any event beyond the reasonable control of the society, including without limitation fire, flood, cyclone, earthquake, Acts of God, strike, labour disruption, theft, robbery, dacoity, burglary, war (whether declared or undeclared), riots, insurgency, terrorist attacks or any other event beyond the reasonable control of society.
- iv) It is further clarified and agreed that the liability of society shall arise only if a destruction loss or damage has been directly caused to the Security by the willful act or omission on the part of society or its duly authorized officers and employees.
23. The Borrower shall not assign or transfer all or any of its rights, benefits or obligations under the Agreement without the approval of society. society may, at any time, sell, assign, securitise, novate or transfer (in any form or manner what soever) all or any of its rights, benefits and obligations under the Agreement to any party without reference or intimation to the Borrower and any such transfer/assignment/sale/securitization shall be conclusively binding on the Borrower. Without prejudice to the aforesaid provisions, society may (at its sole discretion), with out notice to the Borrower, share the credit risk of the whole or a part of the Loan with any other person /entity by way of participation. Notwithstanding such participation, all rights, title, interests, special status and other benefits and privileges enjoyed or conferred upon or held by society under the Agreement shall remain valid, effective and enforceable by society on the same terms and conditions and the Borrower shall continue to discharge in full all its obligations under the Agreement. The Borrower shall not have and shall not claim any privity of contract with such person/entity on account of any reason whatsoever.
24. The Borrower expressly recognises and accepts that society shall, without prejudice to its rights to perform such activities either itself or through its officers or servants, be absolutely entitled and have full power and authority to appoint one or more third parties of society choice and to transfer or delegate to such third parties th e right and authority to take all acts/steps as are necessary for society to take in order to store the Assets(s) , appraise the Asset(s), monitor the Loan and and/or to recover /receive amounts due to society or collect on behalf of society all unpaid amounts under the Agreement or initiate legal action for enforcement of Asset(s)/ Security and to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto including attending the office or residence of the Borrower, receiving the amounts due, and generally performing all lawful acts as the third party may consider appropriate for such purposes and that society will at all times be entitled to share with any such third Party/other person that may thus be appointed by society, all documents statements of accounts and other information of whatsoever nature pertaining to the Borrower and/or the Loan.
25. It is hereby clarified that the said Asset(s) provided as Security shall secure the Borrower's Dues in relation thereof including without limitation any and all amounts due and payable to society as interest. penal inter est, liquidated damages, fees, costs and charges including inter alia any charges incurred by society, in (a) defending the Borrower's right, title and interest in the said Asset(s) and /or possession of the Asset(s) by society and /or the security agent or trustee, if any, that may be appointed by society, at its sole discretion, with respect to the said Asset(s) against any third parties whatsoever; and/or (b) producing where required the said Asset(s) before any Court of law; and/or (c) selling the said Asset(s) and/or (c) for the preservation of the said Asset(s); and/or (d) obtaining such insurance as society may deem necessary at their sole discretion for the said Asset(s); (e) making payment to the security agent or trustee, if any, that may be appointed by society, at its sole discretion, with respect to the said Asset(s); and / or (f) storage of the said Asset(s); and / or (g) transportation, if any of the said Asset(s) and / or (h) such other charges as may be applicable at the sole discretion of society.
26. The Borrower hereby agrees that society, as it may deem appropriate and necessary, be entitled to disclose all or any:
- (i) Information and data relating to the Borrower;
  - (ii) Information or data relating to the Agreement and/or the Asset(s) Securities, if any, furnished by the Borrower in favour of society;
  - (iii) Obligations assumed / to be assumed by the Borrower in relation to the Loan, furnished by the Borrower for any other credit facility granted / to be granted by society;

27. The Borrower agrees that society will be authorized to exchange, share or part with all the information relating to its Loan details and repayment history to other society, banks, financial institutions, credit bureaus, agencies, statutory bodies, third parties etc. as may be required or as they may deem fit and shall not hold society liable for use/sharing of this information.
28. In case of any change in terms and conditions of the Loan Agreement, the same shall be informed to the Borrower by a written notice.
29. Any notice, request, demand or other communication under this Agreement shall:
  - a) Be in writing, delivered by hand, courier or by registered post, acknowledgment due;
  - b) Be sent to the Borrower at its the address mentioned in the application form or address mentioned herein and to society at its office address at \_\_\_\_\_, or to such other address as either party may in writing hereafter notify to the other party. The Borrower shall notify society in writing of any change in his address and phone No. within a week of the change.
30. In case of breach of the terms or in case of any of the events happening as stated hereinbefore society would have the full rights to sell, dispose off or realize the Security on such terms and for such price that society thinks fit, and apply the net proceeds towards the satisfaction of the balance outstanding in the Loan account including charges, expenses, etc.
31. The parties hereto expressly agree that all disputes arising out of and/or relating to this Agreement including any collateral document shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, by a sole arbitrator, appointed by society. The costs of such arbitration shall be borne by the losing Party or otherwise as determined in the arbitration award. If a party is required to enforce an arbitral award by legal action of any kind, the party against whom such legal action is taken shall pay all reasonable costs and expenses and attorneys fees, including any cost of additional litigation or arbitration taken by the party seeking to enforce the award. The place of arbitration shall be \_\_\_\_\_. The Courts in \_\_\_\_\_ shall have exclusive jurisdiction to try and entertain any dispute proceedings arising out of this Agreement.
32. The Borrower declares that the information and data furnished by the Borrower to society under this Agreement including schedules and annexure, are true and correct.

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and the year first hereinabove written

<p>_____</p> <p>Signed and delivered by within-named Borrower Mr./Ms.</p> <p>_____</p> <p>Address:</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>Signed and delivered by within-named Borrower Mr./Ms.</p> <p>_____</p> <p>Address:</p> <p>_____</p> <p>_____</p>
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Date:

Place:

SIGNED SEALED AND DELIVERED BY  
 The Lender GlobalCo-operative Credit Society Limited  
 Through its authorized signatory  
 Shri \_\_\_\_\_

FIRST SCHEDULE

A]	Borrower details	
	i) Description of the Borrower: Name Address Constitution :  ii) Description of Borrower ( if more than one ): Name Address Constitution  iii) Description of Borrower ( if more than one ): Name Address Constitution	
B]	Loan/Facility details and other charges	
i)	The Facility	
ii)	Purpose	
iii)	<b>Rate of Interest:</b>	_____ % per annum .
iv)	<b>Additional/Default/Penal Interest</b>	_____ % per annum .
v)	<u>Amortization of Loan</u>	
a)	Tenure of Loan ( not exceeding 12 months from the date of the Agreement)	
b)	Repayment details	
c)	<u>Mode of Repayment:</u>	
d)	<b>Prepayment Charges</b>	_____
e)	<b>Processing Charges</b>	Rs.
f)	<b>Other Charges</b> ( please mention the details)	

SIGNED SEALED AND DELIVERED BY The Lender  
 Global Co-operative Credit Society Limited Through its  
 authorized signatory

Shri \_\_\_\_\_

**Second Schedule**

**PARTICULARS OF THE GOLD / JEWELLERY TENDERED AND PLEDGED**

S. No.	Description of the gold /jewellery deposited	No of pieces	Gross weight in grams	Net weight in grams

[ \*Note : Gold biscuits, bars, coins are not acceptable as Security]

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and the year first hereinabove written

<p>_____</p> <p>Signed and delivered by within-named Borrower Mr./Ms.</p> <p>_____</p> <p>Address:</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>Signed and delivered by within-named Borrower Mr./Ms.</p> <p>_____</p> <p>Address:</p> <p>_____</p> <p>_____</p>
--	--

Date:

Place:

SIGNED SEALED AND DELIVERED BY  
 The Lender GlobalCo-operative Credit Society Limited  
 Through its authorized signatory

Shri \_\_\_\_\_

# LOAN RECEIPTS

Date:

I/We (1)\_\_\_\_\_ (2)\_\_\_\_\_ do hereby  
acknowledge the receipt of an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) paid to me/us by GlobalCo-operative Credit Society  
Limited as Loan on the security of Gold Ornaments/Jewellery.

Affix Re. 1  
revenue stamp  
and take  
signature of  
the Borrower  
across the  
revenue stamp



# NOMINATION FORM

Date

To,

The Manager

Global Co-operative Credit Society Limited.

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

I, \_\_\_\_\_ (name and address) , the Borrower nominate the following person who shall on my death have the right to receive the Gold ornaments/jewellery deposited by me in pursuance of the Loan Agreement dated \_\_\_\_\_

## Nominee

Name	Address	Date of Birth	Relationship to the holder

The nominee will be entitled to receive back the Gold ornaments/jewellery deposited subject to the terms and conditions of the Loan Agreement dated \_\_\_\_\_

This nomination will automatically stand cancelled in the event of my nominating in writing another nominee and/or breaching any of the terms and conditions of the Loan Agreement dated \_\_\_\_\_

Signature :

Name of the Borrower:

Address :

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature :

Name of the Nominee:

Date:

ACKNOWLEDGMENT OF RECEIPT OF THE ASSET(S) PROVIDED AS SECURITY TO  
GLOBAL CO-OPERATIVE CREDIT SOCIETY LIMITED

Gold Loan No. ....

The Manager,

Dear Sir,

I acknowledge receipt of the under noted gold ornaments/jewellery which are complete and in order .

Description:	Gross weight in gms:
1	
2	
3	
4	

Place:

Yours faithfully  
(Signature of the Manager)

DECLARATION FOR SIGNING IN VERNACULAR LANGUAGE

I, \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_ adult and inhabitant of \_\_\_\_\_ residing at \_\_\_\_\_, do hereby state and declare as solemn affirmation as under:

I have been read out and explained in the language, known to me, the contents of the loan documents and all other documents incidental to availing the loan from Global Co-operative Credit Society Limited by me / by Mr./Ms. \_\_\_\_\_ and I/he/she/they has/have signed the said documents after having understood them and by signing the same I/he/ she/they do hereby agree to abide by all the terms and conditions of the Loan and the clauses of the same.

I declare that whatever I have stated hereinabove is true and correct to the best of my knowledge and belief.

Solemnly affirmed at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_.

Signed by Signed by

\_\_\_\_\_

Name: \_\_\_\_\_ Signature of Applicant/co-applicant signing in Vernacular Language

Relation to Applicant: \_\_\_\_\_

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

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