

BOOKLET NO.

Booklet for Documents under Term Loan Schemes of WBMDFC

Applicant Name: _____

Application ID _____

Dist: _____

Block _____



**West Bengal Minorities Development
& Finance Corporation**

(A Statutory Corporation of Govt. of West Bengal)

To,
The General Manager (Loans)
WBMDFC, Amber Bhavan
DD-27/E, Salt Lake, Kolkata- 700064

District	Block
Applicant	Business

Sub : List of documents submitted for processing of loan application

Ref : Offer Letter Application ID

Sir,

I am submitting following documents in response to the aforesaid offer letter with the request for sanction of loan.

Items	Particulars	Yes (✓)	No (×)
Personal Documents	*1. Voter Card (EPIC)		
	2. Aadhar Card		
	3. PAN Card		
	*4. Income Certificate		
	*5. OBC Certificate, If available		
Professional Documents	*6. Trade License		
	7. Few related Bill/Challans (Regarding Business)		
	*8. Photo of Establishment with Beneficiary & DC/FS standing in front of shop (full Signature with date & name of establishment etc.)		
	9. Professional Certificate if any		
	*10. Drug, Food, Fertilizer, Pesticide License etc. from concerned Authority		
Bank Related Documents	11. Signature Verification by the bank		
	*12. Photocopy of Bank Pass Book (up dated)		
	*13. Bank mandate with 3 Blank PDC		
	*14. Consent Letter of Beneficiary		
	*15. Money receipt		
	*16. Demand Promissory Note		
Guarantor	17. Letter of Guarantee		
A/c No. & others Verification	*18. Loan cum Hypotheation Agreement		
	19. Is there any difference in respect of applicant's signature as shown in Bank Verification Certificate & PDC ?		
	20. Is there any difference in respect of the spelling of & the applicants name & A/c No. in Bank Verification Others certificate, PDC & Bank Pass Book ?		
	21. Do all photocopies bear the signature of RA/FS/DC with "Verified" seal and designation seal ?		
	22. Are all photocopies with all original Document?		
	23. Remarks, if any		

First Check List, then the concerned Offer Letter, signed by applicant, and all other documents are to be arranged serially with running serial no. and the signature of applicant to be appeared at the bottom of the documents. Total page nos.....

Yours faithfully,

All noted documents are verified with the original and found correct.

Signature of the Applicant

Address :

Signature of the FS & Seal

Land mark : _____

Mobile No. : _____

Verified, Signature of the DC & Seal

*Marks denotes mandatory documents.

To
The General Manager
West Bengal Minorities Development & Fin. Corporation
Amber, DD-27/E, Sector-1, Salt Lake,
Kolkata - 700064

Sub : Letter of Consent confirming of Term Loan, WBMDFC

Sir,

I do hereby convey my acceptance of the following terms and conditions to avail myself of the credit facilities under Term Loan schemes / margin Money schemes sponsored by WBMDFC.

1. I am agreeable to accept Rs..... being **95%** of the Project Cost (including the cost of capital goods, if any) from WBMDFC at @ 6%/8% interest per annum to be repaid in 3/5 years in 12/20 equal quarterly installments.
2. I have no objection to accept the capital goodsN.A..... for this project to be supplied by WBMDFC as part of loan in kind. I prefer toN.A..... make (he / she may record his choice regarding type / make of plants & machineries).
3. I shall execute documents like Loan Agreement, cum Hypthecat etc. as required to be done for the observance of formalities before disbursement of Loan.
4. I shall deposit 3 Post dated cheques against my Bank A/C in favour of WBMDFC as security for repayment of loan with interest in equal quarterly installments. I shall maintain an optimum level of balance in my Bank A/C to facilitate the aforesaid repayments.
5. I shall utilize the loan andN.A..... machineries for successful implementation of this project and I shall not divert it or any part of it for other purpose.
6. I shall pay the premium as fixed by the WBMDFC towards comprehensive coverage of insurance of the assests created by this loan.
7. I shall report the completion of the project to Panchayet Samity/SDO/DOMA/WBMDFC and any other agency as may be proposed by you.
8. I shall abide by any other rule(s) to be framed by WBMDFC from time to time.

Land Mark

Signature

Name (In Block Letter)

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

Date

Address

Place

.....

DECLARATION BY THE BENEFICIARY

I hereby declare that I have opened a Savings Bank Account No.

Dated with Bank

..... Branch & IFS Code

With Rs. (in figure)

Rupees

(in words) being my share (5%) of the project cost.

Name of the Bank :

Branch :

Postal Address :

.....

.....

Date :

Signature of the Beneficiary

মাননীয় জেনারেল ম্যানেজার
পশ্চিমবঙ্গ সংখ্যালঘু উন্নয়ন ও বিত্ত নিগম
কলকাতা

বিষয় : WBMDFC থেকে মেয়াদি ঋণ (Term Loan) নেওয়ার জন্য অ্যাকাউন্ট যাচাই

মহাশয় সমীপেষু,

আমি নিম্নস্বাক্ষরকারী শ্রী/শ্রীমতি _____

ব্যাংক অ্যাকাউন্ট নম্বর (A/C No.)

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
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IFS Code:

1	2	3	4	5	6	7	8	9	10	11
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ব্যাংকের নাম _____ শাখা _____

আমি ঘোষণা করছি যে-

1. এই ব্যাংক অ্যাকাউন্টটি আমার নিজের নামে ও বর্তমানে কেওয়াইসি আপডেট (KYC) মান্যতা প্রাপ্ত, অর্থাৎ ভোটার কার্ড ইত্যাদি ব্যাংকে জমা করা আছে।
2. গত 90 দিনে এই অ্যাকাউন্টে টাকা তোলা সমেত লেনদেন করা হয়েছে (বিশেষতঃ টাকা তোলা) এবং প্রমাণস্বরূপ সর্বশেষ লেনদেনের পাতাটির ফটোকপি সংযুক্ত করলাম।
3. আমার দেও অ্যাকাউন্টের (A/C.) কোন আদান-প্রদানের সীমা নেই (No limit)।
4. NACH Mandate ফর্মে আমার সই এবং ব্যাংকে নিবন্ধিত লেনদেনের জন্য অনুমোদিত সই একই রকম আছে।
5. এই অ্যাকাউন্টটি কোন প্রতিষ্ঠানের বা ফার্মের অথবা যৌথনামে (Joint A/C.) নয়।

আবেদনকারীর স্বাক্ষর

ফিল্ড সুপারভাইজার / রিকভারি এজেন্ট-এর মন্তব্য :

উপরিউক্ত বিবরণগুলি আমি আমার সাধ্যমত সরজমিনে পরীক্ষা করেছি এবং ইহা সত্য বলে প্রমাণিত।

ফিল্ড সুপারভাইজার(FS) / রিকভারি এজেন্ট(RA)-এর স্বাক্ষর তারিখ ও সিল

MONEY RECEIPT

Place

Date

Term Loan of ₹ (95%) from **West Bengal Minorities Development & Finance Corporation** received a sum of ₹..... (Rupees only being the amount agreed to be paid under the Loan Agreement dated

Memo No. **Dated**

by **Cheque/NEFT No.** dated

for ₹..... on in favour of **(Name of the Beneficiary)**

₹ (Rupees only).

Signature on Revenue Stamp

Signature

DEMAND PROMISSORY NOTE

Place

Date

ON DEMAND I

(Name of Beneficiary) having residence / place of business at

.....

do hereby promise to pay to the West Bengal Minorities Development & Finance Corporation, the sum of ₹..... (Rupees

.....) only together with interest at the rate of

..... % per annum.

Signature on Revenue Stamp

Signature

Loan cum Hypothecation Agreement

This Loan cum Hypothecation agreement is made on _____ this _____ day of _____ in the year _____ between the **West Bengal Minorities Dev. & Finance Corporation**, a Statutory Corporation constituted under the West Bengal Minorities Dev. & Finance Corporation Act, 1995 having its head office at AMBER, DD-27/E, Salt Lake, Sector-I, Kolkata-700 064 herein after referred to as “Corporation” which expression shall, unless it be repugnant to the subject or context thereof, includes its successors and assigns of the **ONE PART** :

AND

_____ Son/Daughter/Wife of _____ residing at _____ in _____ (hereinafter referred to as the “**Borrower**” which expression shall, unless it be repugnant to the subject or context thereof, include its successor and assigns/partner of partners of partners for the time being and the heirs executors, administrators or representatives) of the **OTHER PART**:

WHEREAS, West Bengal Minorities’ Development & Finance Corporation (herein after referred to as WBMDFC), a statutory corporation established under West Bengal Minorities’ Development & Finance Corporation Act, 1995 *inter-alia* for the purpose of providing financial assistances in the form of various loans to eligible notified minorities enabling for undertaking/extending the pre existing project.

Signature

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AND WHEREAS the Borrower(s) is/are desirous of undertaking/extending a project of _____ in / at _____ a brief particulars have been given in the application for loan, a copy of which is annexed hereto and shall form part of this Agreement (hereinafter called the said project) and has approached the corporation to lend the Borrower(s) a sum of Rs. _____/- by way of loan solely and exclusively for the implementation and fulfillment of the said Project which the Corporation has agreed to do on terms and conditions hereinafter referred.

AND WHEREAS the Borrower(s) has/have satisfied that he/she/they belong(s) to the notified minority community and is/are eligible for financial assistance from the corporation under the Schemes of and criteria laid down by the West Bengal Minorities Development & Finance Corporation and that he/she/they has/have understood the scope, meaning and purport of the said scheme and Rules and Regulations formed in that respect.

AND WHEREAS the Corporation has at the request of the Borrower agreed to grant him/her/ them financial accommodation for the fulfillment of the said Project which the Corporation has agreed to do on terms and conditions hereinafter referred.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES

As follows:-

1. The Corporation agrees to lend to the Borrower(s) at its sole and absolute discretion a sum not exceeding Rs. _____/- (Rupees _____) only hereinafter called the said loan, for implementation of the said project in one or more installments as may be decided by the Corporation after taking into account the requirements of the Borrower(s) and other relevant facts and on the Security and on the terms and conditions hereinafter mentioned and also in the sanction letter, a copy of which has been provided to the Borrower(s) and was/were accepted by him/her/them.
2. The Loan shall be repaid in accordance with the Schedule of repayment indicated by the Corporation in the said sanction Letter and as mentioned in the Second Schedule hereunder written by quarterly equal installments or as may be stipulated by the Corporation in its absolute discretion. The first repayment of installments of principal amount along with interest for the moratorium periods falls due at the end of the quarter following the quarter in which the moratorium period is over. The Corporation shall, however, give a notice in writing to the

Signature

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Borrower(s) of any change in mode of repayment and the Borrower(s) shall pay accordingly and in no way deviate from the schedule of repayment except as may be modified as aforesaid. The Loan is also repayable as per schedule irrespective of the performance of the project.

3. The Borrower(s) shall pay interest on the principal amount of loan outstanding from time to time at the rate of **6% / 8%** per annum and payable quarterly on 31st March, 30th June, 30 September and 31st December every year.
4. Notwithstanding the foregoing, the Borrower(s) shall pay to the Corporation interest at such other rate(s) as shall from time to time, be fixed by the Corporation under the direction of the National Minorities Development & Finance Corporation(NMDFC) or RBI, State Government, and intimate to the Borrower(s) in writing. Such rates shall not at any point of time exceed the rate at which Term Loans are advanced by the Commercial Bank.
5. The loan together with all interest, service charge and incidental costs, expenses and other dues whatsoever stipulated in this Agreements or elsewhere shall be secured by:-
 - A) A first charge by way of hypothecation in favour of the Corporation of all Borrower's movables including moveable machinery, machinery spares, tools and accessories, present and future.
 - B) A first charge in favour of the corporation of all the Borrower's stocks of raw materials, semi finished goods, consumable stores and such other moveables as may be agreed to by the Corporation for securing the loan.
6. The Borrower shall make out a good and marketable title to its properties to the satisfaction of the Corporation and comply with all such formalities as may be necessary or required for the said purpose.
7. If at any time during the loan period, the Corporation is of the opinion that the security provided by the Borrower(s) has become inadequate to cover the balance of the loans then outstanding, the Borrower(s) shall, at the advice of the Corporation, furnish such further security as may be acceptable to the Corporation to cover deficiency.
8. The Borrower(s) shall, wherever required by the Corporation give full particulars of all the assets of the Borrower(s) including the said goods, plant and machinery and shall furnish and verify all statements, reports, returns, certificates and information from time to time as required by the Corporation by experts and make, furnish and execute all necessary documents to give effect to this security.

Signature

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9. This security shall be a continuing security and shall not be affected by any change in the constitution of the Borrower(s) or by winding up (voluntary or otherwise) Insolvency or any merger or amalgamation of the Borrower(s) with any other Company or person.
10. The Borrower(s) hereby declares/declare that the said goods, plant and machinery are the absolute property of the Borrower(s) and are free from al encumbrances, charges, liens and all lispends.
11. The Borrower(s) shall duly pay rent, taxes and other charges in respect of the land where the hypothecated assets may be installed and shall also pay all electric charges.
12. The Borrower(s) shall not remove the hypothecated goods, plant and machinery or any portion thereof from the place where these have been or will be installed without at least seven days prior intimation to the Corporation in writing and such removal shall be subject to such conditions as the corporation imposes.
13. If one or more or the events specified below shall happen then the Corporation, by notice to the Borrower(s), may declare the principal and all accrued interest on the said loan to be due and payable and upon such declaration, the amount then due and owing to the Corporation shall forthwith become due and payable and the security to the corporation including the charge on the Hypothecated goods, plant and machinery shall immediately become enforceable.
 - a) If there is reasonable apprehension that the Borrower(s) is / are unable to pay his/her/their debts or that proceeding for taking it into liquidation or insolvency may be commenced;
 - b) If the Borrower(s) failed to comply with any of the terms of this Agreement or the sanction letter.
 - c) If default shall be committed by the Borrower(s) for a period exceeding one month in the payment of any installment of the principal with interest;
 - d) If the Borrower (s) files / file a petition in insolvency or is adjudged an insolvent or insane or becoming incompetent to contact under any of the provisions of the Indian Contract Act.
14. No delay in exercising or omission to exercise any right, power of remedy accruing to the Corporation upon any default under this Agreement or under Loan Agreement and Sanction letter or any other security as per document(s) that have been or may be executed shall impair or prejudice any such right, power remedy or shall be construed to be a waiver thereof for any acquiescence in such default nor shall the action or inaction or Corporation

Signature

in respect of any default or any acquiescence by it in any default affect or impair any right, power of authority or remedy of the Corporation in respect or any other default.

15. Any notice given by the Corporation under this Agreement shall be deemed to have been duly delivered to the Borrower(s) if delivered to his / her / their or if posted at the address registered with the corporation whether such address is his / her / them actual address or affixed to any / their conspicuous part of the factory / workshop / godown of the Borrowers) where Hypothecated Goods, plant and Machinery or any of them may be kept or installed. Such notice, if posted, shall be deemed to have been delivered to the Borrower(s) at the time it would reach the address in the ordinary course of post whether it is actually delivered or not.
16. The Borrower(s) shall utilise the loan for the purpose for which the same are being granted and any deviation that may be made without written permission of the Corporation will entitle the Corporation to refuse to grant or disburse any further payment as also recalling of the loan amount forthwith.
17. The Borrower(s) shall insure and keep insured his/her/their assets relating to and created or to be created under the said project at his/her/their own cost against floods, fire, riots, strike Civil commotion, theft and burglary during the period of the loan in joint names of the Borrower(s) and the Corporation in their full value in any insurance office to be approved by the Corporation and shall pay all premium and shall produce the policies and premium before the Corporation.
18. The Borrower(s) shall be fully responsible for implementation and monitoring of the project and shall submit a monthly progress report mentioning the status of the project and quarterly progress report mentioning the status of the project and quarterly progress report after the completion of the implementation throughout the loan periods of the loan, to the satisfaction of the Corporation.
19. The Borrower(s) shall ensure the implementation of the project in accordance with the terms and conditions laid down in the said letter of sanction and shall produce documents, certificates, financial accounts and any other documents with respect to. Implementation and operation of the business and shall also furnish reports to the Corporation setting out the progress of work of the project quarterly in which year until the loan repaid.
20. The Corporation shall have the right to appoint/depute change withdraw and internal Auditor/ Valuer/Officer with direct reporting relationships with the corporation with respect to the project and its operation.

Signature

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21. The Corporation shall have the right to depute its own officer(s) / representative(s) for the purpose of inspection of project sites and also to verify the records and books accounts of their Borrower(s) related to the project and Borrower(s)
22. The Borrower(s) shall obtain prior approval from the Corporation for engaging any Consultant/advisor for the execution and operation of the project.
23. The Borrower(s) shall engage a consultant/advisor for the implementation of the scheme at his/her/their own cost.
24. In case of cost over run, shortfall is to be arranged by the Borrower(s) to the satisfaction of Corporation.
25. The Borrower(s) shall comply with any other condition(s) that the corporation shall feel it right to stipulate at any time during the loan period.
26. It is agreed that if the Borrower(s) shall, duly and regularly on the dates reserved for payment pay to the corporation principal amount and interest thereon and if the Borrower(s) at all time perform and observe all the covenant herein expressed or implied and on his/her/their part to be performed and observed, then the Borrower(s) will get preference in other schemes or facilities of the Corporation in further.
27. The Corporation shall have the right by notice in writing to require the Borrower(s) forthwith to discharge in full his/her/their liabilities to the Corporation in the following cases or any of them and in any of such cases, the whole of the amount then remaining payable to the Corporation shall be payable forthwith as if, the time for payment thereof had expired namely:
 - (a) If it appears to the Corporation that false or misleading in any material particular was given in the application for loan;
 - (b) If there is a reasonable apprehension that the Borrowers) is/are unable to pay his/her/their debts or that proceeds for taking in into liquidation has been or may be commenced;
 - (c) If the Borrower(s) failed to comply with any of the terms of this Agreement, Agreement for Hypothecation or the sanction letter;
 - (d) If default shall be committed by the Borrowers for a period exceeding one month in the payment of any installment of the principal sum and or interest;

Signature

- (e) If the Borrower(s) files a petition in insolvency or is are adjudged an insolvent;
 - (f) If the Borrower(s), enter(s) into any arrangement or composition with his/her/their creditors without prior approval of the Corporation.
28. Any notice requirement to be served on the Borrower(s) shall, for the purpose of these presents, be deemed to be sufficiently served if it is left at the usual or last known place or adobe or business of the Borrower(s) at his/her/their place of business and such service shall be deemed to have made at the time which such registered letter would in the ordinary course of the post be delivered.
29. This agreement shall remain force until the loan repaid and/or till the realization of the said Loan amount including interest as mentioned in the Second Schedule hereunder.

FIRST SCHEDULE ABOVE REFERRED TO:

- A) The Sanction Loan amount will be released immediately by crediting to the A/c. of the beneficiary.
- B) The recovery of first installment of Principal along with interest for the moratorium period and subsequent installments would be made after end of the each quarter.

Proper papers/documents related to the project indicating the type of activities as proposed or to be undertaken by the Borrowers shall be submitted before release of the sanction amount.

THE SECONDSCHEDULE ABOVE REFERRED TO:

(Memo of Repayment)

Sanction Letter attached herewith

Signature

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SCHEDULE OF HYPOTHECATED GOODS

Brief description of Hypothecated Goods

IN WITNESS WHERE OF the parties herein have set and subscribe their common hand, sign and seal hereunder as follows:

SIGNED AND DELIVERED BY

Shri _____

the Borrower herein at

in the presence of:

1 _____

2 _____

(Signature of the Borrowee)
Signatory of **WBMDFC**

Signature

10,000 Pieces, February, 2020

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