

**HEAD OFFICE 31A NATIONAL HIGHWAY, GANGTOK, SIKKIM**  
**SBS PENSIONERS' PERSONAL LOAN PROCESSING SHEET**

(For use by the Bank)

1	Name of Applicant	
2	Application Received on	
3	S B A/c (Pension A/c)	
4	Last amt of Pension credited	Rs _____ for the month of _____ 20__
5	Loan Applied	Rs _____
6	Purpose of Loan	
7	Computation of Loan	
a	Age of the Pensioner (Max age: 70 years)	
b	Net Pension	
c	Loan Eligible (10 times of Net Pension of Rs 2.00 Lacs whichever is less)	
8	Name of the Guarantor/ Family	

**OTHER COMPLIANCE**

1	Undertaking and letter of authority to allow Bank to Deduct instalment from monthly pension has been obtained.	Yes/No
2	Letter of no objection and authority from the family pensioner to Continue deduction of EMI from family pension is obtained.	Yes/No
3	Weather the letter of assurance from the Pension Department to Continue disbursing Pension from SBS is obtained.	Yes/No

**RECOMMENDATION**

On the basis of above appraisal loan under following terms and condition is recommended.

1	Loan Amount Recommended	Rs _____
2	Interest Rate	12% p.a.
3	Repayment EMI	Rs _____ for _____ months beginning _____
4	Security	Personal Guarantee of Sri/Smt _____ Who is a _____

Dated: \_\_\_\_\_

Signature of Processing Officer

Observation & recommendation of Recommending Officer:

Dated: \_\_\_\_\_

Recommending Officer:

Observation of Sanctioning Authority.

**STATE BANK OF SIKKIM**  
HEAD OFFICE 31A NATIONAL HIGHWAY, GANGTOK, SIKKIM

**Application for SBS Pensioner Personal loan**

Photograph

To,  
The Managing Director,  
State Bank of Sikkim,

\_\_\_\_\_

Dear Sir,

I am a pensioner of Government of Sikkim and I draw pension through Savings bank account with your bank. Please sanction Rs-\_\_\_\_\_ (\_\_\_\_\_)  
Only as Personal Loan under your SBS Pension Personal Loan scheme, which I require for the purpose of \_\_\_\_\_. I promise to repay the loan by \_\_\_\_\_ equated monthly instalments. My particulars are below:

1	Full name in block letters	
2	Father's/Husband's Name	
3	Full address with telephone no	Address: Phone No.
4	Date of birth	
5	Category of Pension	Normal/ Family
6	Last Designation	
7	Last Department	
8	P.P.O. No. And date	
9	P.P.O. issuing authority	
10	Name of the person entitled For family pension (if any)	
11	If answer to item no 6 is nil, Name of the proposed guarantor With address & telephone No.	
12	Pension received a) Total pension b) Total deductions c) Net pension	
13	Pension credited to account No.	SB/ _____ SBS _____ Branch

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I submit the following papers along with this application:

- a. An irrevocable letter of authority to allow SBS to recover loan instalment from the savings bank account in which the pension is credited every month.
- b. An undertaking from the Pension Disbursement Authority to continue disbursement of my pension through my State Bank of Sikkim account till full recovery of the loan.
- c. An undertaking from the person entitled to family pension to the effect that in case of demise of the pensioner, the entire liability of the personal loan account shall be taken over by the family pensioner.

I affirm that each of the statements made by me in this application is true and made with the knowledge that you will rely thereon.

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

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

Yours faithfully

(Full Signature of the applicant)

Certificate from Pension Disbursing Authority

To,

The Managing Director,  
State Bank of Sikkim,  
31 A National Highway,  
Gangtok, Sikkim

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

**Re:** Loan under SBS PENSIONER LOAN SCHEME

A/c: Sri/Smt. \_\_\_\_\_

Dear Sir,

It is hereby certify that Sri/Smt \_\_\_\_\_ Son/daughter/wife of

Sri \_\_\_\_\_ is a pensioner of Government of Sikkim and his/her brief bio-data as follows;

<b>1. Pension Details:</b>	
a. Pension Payment Order No:	
b. Name of Last Department:	
c. Retired as (Designation)	
d. Date of Retirement:	
e. Bane of Eligible Family Pensioner:	
<b>2. Details of Pension:</b>	
a. Basic Pension:	<b>Rs:</b>
b. Less Commutation (if any)	<b>Rs:</b>
c. Residual Basic Pension (a-b)	<b>Rs:</b>
d. Dearness Relief:	<b>Rs:</b>
e. Other Allowance:	<b>Rs:</b>
f. Net Pension (c-d-e)	<b>Rs:</b>
g. Pension Account No with SBS:	
h. Pension Disbursing Branch of SBS:	

On the basis of the letter of authority from the pensioner, it is to inform the bank, that the Pension Disbursing Authority shall not change the mode of disbursement of Pension or the pension paying bank till this department receives written clearance from the State Bank of Sikkim Department also undertakes to disburse the family pension of the pensioner from the same bank branch till full liquidation of the loan availed by the pensioner.

Signature of Pension Disbursing Authority  
With seal

(letter of undertaking from the person entitled to family/ pension)

To,

The Managing Director,  
State Bank of Sikkim,

Subject: SBS Pensioner's Personal Loan of Shri/Smt.....

Dear Sir,

I.....understand.....that.....

a pensioner of Government of Sikkim is drawing his monthly pension from your bank and has applied for loan under your SBS Pensioner's Personal Loan Scheme.

As per the Pension Payment Order issued by the competent authority, I am entitled to receive family pension after the demise of Shri/Smt..... as the person entitled to receive family pension, I agree to be the guarantor in the Personal Loan account of Shri/

Smt..... I also agree to take over all liabilities of the said loan

account on the event of demise of Sri/Smt.....

In the event of demise of the original pensioner, I hereby undertake to receive family pension from the same bank branch from which the loan is availed and also authorise you to deduct the monthly instalment of the loan from my said family pension account till the loan is repaid in full.

This undertaking will remain in force and will not be revoked so long the said personal loan account is not fully liquidated.

Place:.....

yours faithfully

Date:.....

(Full signature of the

person entitled to receive  
family pension)

(Undertaking for Personal Loan to Pensioner)

To,

The Managing Director,  
State Bank of Sikkim,  
31A National Highway,  
Gangtok (Sikkim)

Dear Sir,

In view of your bank agreeing to grant me/us with SBSPensioner Personal Loan, I/  
We hereby undertake to abide by all the terms and conditions of the loan. I/ we also declare as under:

1. I/we undertake to repay the loan together with stipulated rate of interest and/or any charge there of as per banks policy and other costs/ expenses if any by monthly instalment as may be stipulated by you.
2. I/we do hereby authorise the bank irrevocably to debit the equated monthly instalment (EMI) as stated above from my/our SB a/c to make credit of the amount to my/our loan a/c towards liquidation of the loan dues, till entire loan dues together with interest cost expenses etc, are fully liquidated to the satisfaction of the bank.
3. I/we do hereby undertake not to transfer my pension disbursement bank/branch till full liquidation of my loan account.
4. I/we undertake to furnish the personal guarantee of a person having sufficient worth, commensurate with the amount of sanctioned loan, and acceptable to the Bank.
5. I/we shall also furnish a letter of undertaking from the family pension holder to the effect that in case of death of the pensioner, the entire liability of the personal loan a/c shall be taken over by the pension holder as per the terms and conditions of loan agreement.

The outstanding dues together with interest, penal interest, other charges, costs and expenses, if any, shall be paid by the family pensioner the pension holder shall authorise the bank to debit the equated monthly instalment in the S.B. A/c and make credit to the loan a/c. The family pension holder shall also inform the bank immediately regarding the death of the pensioner.

6. I/we the borrower shall not change the mode of payment of pension and shall not withdraw pension through other bank till liquidation of the entire loan dues with interest and costs etc.
7. In case of breach of any of the terms and conditions of the sanction letter and/or default by me/us in payment of two consecutive instalments of loan inclusive of interest and penal interest, if any, the entire balance of the loan amount together with interest, penal interest, charges, costs and expenses shall become recoverable.
8. I/we also agree that in case of any kind of default in making repayment of the EMI of the loan dues the bank shall be at liberty to recall the loan from me/us and/or our family pensioner/guarantor and demand made by the bank from the family pensioner/ guarantor, they shall pay the dues of the bank as per demand raised and shall not raise any objection or protest against demand of the bank.
9. Any notice by way of request, demand or otherwise may be given by the bank to me/us personally or may be sent my/our known place of business or residence as stated in the loan application and such demand sent by post to me/us/family pensioner/ guarantors shall be sufficient proof for service upon the borrower.

Date:.....

Signature of the borrower

Name:.....

### LOAN TO PENSIONER

To,

State Bank of Sikkim,

\_\_\_\_\_ Branch,

\_\_\_\_\_ ,

STATE BANK OF SIKKIM having its head Office at 31A, National Highway, Gangtok (Sikkim) and carrying on business inter alia at Gangtok (herein called "the Bank") having at the request of Shri/Smt. \_\_\_\_\_ Son/Daughter/Wife of \_\_\_\_\_ and resident of \_\_\_\_\_ (hereinafter called "borrower") vide his/her application for loan dated \_\_\_\_\_ to the bank wherein accommodation to the borrower by way of personal loan up to the limit of mentioned in the sanction letter No. \_\_\_\_\_ dated \_\_\_\_\_ of the bank. The aforesaid applications which are marked as Annexure I and II to this document. The borrower has also authorised the bank irrevocably to transfer monthly pension amount from his/her pension a/c to other SB a/c maintained by him/her with the bank and further authorised to make debit of the aforesaid loan a/c. The authority letter of the borrower dated \_\_\_\_\_ in respect of transferring of the monthly pension amount to his/her SB a/c and debiting the amount of EMI in his/her SB a/c and crediting the same to the loan a/c is annexed and marked as annexure III & IV, the bank has granted personal Loan of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) To the aforesaid pensioner borrower in the security hereof and on the terms and conditions hereinafter contained and it is agreed by the borrower as follows:

1. In consideration of the personal loan for the sum of  
Rs \_\_\_\_\_ Rupees \_\_\_\_\_

Sanctioned to the borrower by the bank a/c with the branch, he/she will open a SB a/c with the branch jointly with another member of the family preferably with family pensioner for the purpose of disbursement of loan under the scheme.

2. The interest @ \_\_\_\_\_ % p.a. will be charged on the loan availed at Qty. Rest.



The rate of interest is fixed for the entire period of loan till repayment of the so and will not undergo any change even if the PLR is changed.

The borrower shall furnish the personal guarantee of a person having sufficient worth, commensurate with the amount of sanctioned loan and acceptable to the bank.

3. The borrower shall also furnished a letter of undertaking from the family pension holder to the effect that in case of death of the pensioner, the entire liability of the personal loan a/c shall be taken over by the family pension holder as per the terms and conditions of loan agreement. The outstanding des together with interest, penal interest, other charges, costs and expenses if any, shall be recovered from the family pension. The pension holder shall authorise the bank to debit the equated monthly instalment in the joint S.B. a/c and make credit to the loan a/c. The family pension holder shall also inform the bank immediately regarding the death of the pensioner.
4. The borrower shall not change the modes of payment of pension and shall not withdraw pension through other bank till liquidation of the bank dues.
5. In case of breach of any of the terms and conditions of the sanction letter and/or defaults by the borrower in payment of two consecutive instalments of loan inclusive of interest and penal interest, if any, the entire balance of the loan amount together with interest, penal interest, charges, costs and expenses shall become recoverable.
6. In case of any kind of default the bank shall be at liberty to recall the loan from the borrower and/or/her family pensioner/ guarantor and demand made by the bank shall be conclusive and final. In case, such demand is made by the bank from the family pensioner/guarantor, they shall pay the dues of the bank as per demand raised and shall not raise any objection or protest against demand of the bank.
7. Any notice by way of request, demand or otherwise may be given by the bank to the borrower/personally or may be addressed at his/her known place of business or residence as stated in the loan application and such demand sent by post to the borrower/family pensioner shall be sufficient proof for service upon the borrower.

Dated:

Signature of the Borrower

(Letter of undertaking to deduct monthly instalment)

(SBS Pensioner's Personal Loan for Pensioners)

To,  
The Managing Director,  
State Bank of Sikkim,

Subject: Authority to deduct monthly instalment

Sir,  
On the strength of this letter, I authorize you to deduct Rs.....  
(Rupees..... only) every  
month from my Savings Bank Account No.....starting  
from.....20 for crediting the amount to my SB Pensioner's Personal Loan  
account number.....with your Bank till the loan is fully liquidated. I affirm  
that this authority would not be changed revoked till the said loan account is fully liquidated.

Place.....

yours faithfully

Date:.....

(Full signature of the borrower)

Place : .....

Dated : \_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

Rs. ....

On Demand, I,.....,S/O,D/O,W/O.....  
.....promise to pay State Bank of Sikkim or order the sum of Indian  
Rupees ..... only with interest @ \_\_\_\_\_  
% p.a with monthly rest or such other rates as may be prescribed and notified by the  
Bank from time to time for value received.

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(Signature)

To,

The Managing Director,  
State Bank of Sikkim,  
31A, National Highway,  
Gangtok (Sikkim).

Dear Sir,

With reference to the demand promissory note for Rs. \_\_\_\_\_  
dated \_\_\_/\_\_\_/\_\_\_\_\_, I, do hereby waive presentment thereof and undertake to  
pay the amount due on the said Promisory note without the same being presented to  
me/us for payment.

Dated : \_\_\_/\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
(Signature)

**LETTER OF LIEN**

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

The Managing Director  
State Bank of Sikkim  
Head Office,31A National Highway  
Gangtok (Sikkim)

Dear Sir,

In consideration of the advances already made and/or agreed to be made by you from time to time at your absolute discretion to me/us or to .....at my/our request and also other advances or credit or accommodation that you may make from time to time to me/us or to any body else at my/our request, I/we hereby give you a lien on all shares / stocks / debentures /bank deposits/ securities and cash belonging to me/us and which are now or may hereafter be held by you or be in your custody on my/our account (hereinafter referred to us “the said securities”) for the general outstanding balance of any and every loan, current, overdraft, cash credit or other account or accounts whatsoever with you and in respect where of I/we are or may become liable to you as borrower(s) / guarantor(s) or otherwise and whether solely or jointly with others including Stamp duties, ordinary bank charges, commission, costs charges and expenses incidental to the said account and/or this security and interest at your usual rate or rates on similar account or accounts or at such other rate as may be fixed by you from time to time in respect of the said account or accounts and /or I/we

authorize you on non-payment by me/us to you on demand of the aforesaid advances or if whenever the value of the said securities held by you or in your custody does not exceed my/our indebtedness by 100 percent or is not made up to that amount on demand to realize in such manner as you may think fit all or any part of the said securities without further notice to me/us and you shall be entitled to attach to the said securities whatsoever stamps if any as may be required for making them valid in law or for effecting such realization and do apply the proceeds after deduction of the costs and expenses incurred by you in that behalf towards satisfactions of my/our indebtedness to you crediting my/our account or accounts with the balance if any and in case of any deficit in the amount recovered out of the said securities and your dues from me/us I/we shall remain liable to make good the same and I/We authorize you at my / our expense to collect and receive and give receipts for and recover any dividends interest and money in relation to the said securities and apply the same towards satisfaction of my/our indebtedness to you as aforesaid and I/We undertake to execute and do all assurances and acts which may be necessary to effectuate this security and such realization and pay all stamp duties incidental thereto and I/We further agree and declare that this security shall both as to my /our past and future indebtedness ensure for the benefit of any concern with which you may be incorporated by absorption , amalgamation or otherwise and also for the benefit of your assigns and I/We further declare that you will be at liberty to re-pledge or create any other security over all or any part of the said securities. This security will be a continuing security notwithstanding any partial payments or any fluctuations of accounts other existence of a credit balance on any account at any time and I/We declare that all present securities are my/our absolute property at my/our sole disposal and free from any charge or encumbrance and that all future securities hereunder shall be likewise my/our unencumbered disposable property and if and whenever the securities are held for my/our liability for any third party obligation to you, you shall be free without reference to me /us to deal with the principal debtor and any securities obligations or decrees and generally to act as if I/We were primarily liable and the provisions of your /General Guarantee Form in use for the time being to the full extent applicable hereto shall be deemed incorporated herein and any notice by way of request demand or otherwise hereunder may be given by you to me/us or any of us personally or may be left at the then or last known place of business or residence in India of me/us or any of us addressed to me/us or any of us or any be sent by post to me /us or any of us addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by your local Agent that the envelope was so posted shall be conclusive. If by reason of absence from India or otherwise I/We or any of us cannot be given any such notice the same if inserted once as an advertisement in a newspaper circulating in the District where the last known address is situated shall be deemed to have been effectually given and received on the day on which such advertisement appears.

Yours faithfully,

Name :.....

**Letter of Guarantee**

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

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

To  
STATE BANK OF SIKKIM

In consideration of State Bank of Sikkim (hereinafter called “the Bank”) having at my request granted a Cash Credit/Overdraft/Loan/Letter of Guarantee/Letter of Credit or any other credit facilities with a maximum limit of **Rs.**\_\_\_\_\_ (Rupees. \_\_\_\_\_ only) “hereinafter referred to for brevity sake as “ the said credit accommodation or facility” to **Sri/Smt/M/s** \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_. I hereby agree with and guarantee to the Bank the due payment and discharge on demand of all amounts advanced to the Principal or paid for on account of the Principal by the Bank at any time in respect of the said credit accommodation or facilities together with interest and other charges and expenses that the Bank may in course of its business charge against the Principal together with penal interest, charge, cost (as between attorney and client) and expenses PROVIDED NEVERTHELESS my liability under this Guarantee shall not exceed in the whole the sum of **Rs.**\_\_\_\_\_ (Rupees \_\_\_\_\_ only) apart from and in addition to all interest, other costs charges and expenses above referred to and I hereby undertake to keep the bank fully indemnified against all losses, damages, claim, proceedings, costs, charges and expenses whatsoever arising out of or in connection with any failure on the part of the Principal to pay to the Bank any sum as and whether the same should be paid.

For the consideration aforesaid I further agree as follows :-

1. The guarantee shall be continuing security binding me and my personal representatives and shall extend to all indebtedness and liabilities of the Principal to the Bank till the dues of the Bank together with interest charges and cost etc. are liquidated as per Bank's claim and such Bank's claim shall be conclusive and final for the account of the principal on the Bank and dated or purporting to be dated on or before such date although presented to or paid by the Bank after such date and that in the event of my dying or becoming under disability the liability of my executors, administrators or legal representatives and of my estate shall continue until discharge by Bank in writing.
2. Without prejudice to the provisions of clause I, hereof, in the event of this Guarantee being determined either by notice by me or my executors administrators or legal representative or by demand in writing by Bank it shall be lawful for the Bank to continue the old account with the principal notwithstanding such determination and the liability of myself or my estate for the amount due from the principal at the date when this Guarantee is so determined shall remain notwithstanding any subsequent payment into or out of the said old account by or on behalf of the Principal.
3. The Guarantee is additional and without prejudice to any securities or obligations which the Bank may now or hereafter have from the Principal or from any one else in respect of any indebtedness or liabilities hereby guaranteed and all rights and remedies in respect thereof are reserved.
4. This Guarantee shall be continuing guarantee and shall not be considered as wholly or partially satisfied or exhausted by any payments from time to time made to the Bank or any settlement of any accounts. This Guarantee shall continue in force notwithstanding the discharge of the Principal by operation of law or my death and shall cease only on payment of the amount guaranteed there under by me.
5. I expressly agree that the Bank shall have full discretionary power, without my further assent or knowledge and without discharging or in any way affecting my liability under this Guarantee, from time to time and any time, to negotiate with the Principal and settle and/or alter the terms and conditions, and /or to enlarge or vary the terms of the said accommodation or facility. I also agree that I shall not be discharged from my liability by the Bank's releasing the Principal or by any act or omission of the Bank the legal consequence of which may be to discharge the Principal. AND I further expressly agree that the Bank shall also have discretionary power without my further assent or knowledge or without discharging or in any way affecting my liability under this Guarantee from time to time and at any time to



agree to the variations of the terms and conditions or alterations of the other terms, as to the nature and amount of credit.

6. The Bank shall not be obliged to claim payment from the Borrower before resorting to me and time given by the Bank to the Borrower to pay any installment of principal or any interest payable hereunder or any other indulgence granted by the Bank to the Borrower or me shall not affect or release the surety.

7. The Bank may recover against me to the extent herein above mentioned notwithstanding that any securities given or to be given to the Bank may be void, defective or informal and without being bound to enforce its claim against the Principal or any other person or other security held by the Bank.

8. Though as between the Principal and me I am surety only, I agree that as between the Bank and me I am Principal debtor and shall not be entitled to any of the rights conferred on sureties by sec. 133, 134,135,139, 141 and 145 of the Indian Contract Act, 1872.

9. I waive in the Bank's favour all or any of my rights against the Bank or the Principal as far as may be necessary to give effect to any of the provisions of this Guarantee.

10. I declare that I have not received any security from the Principal for the giving of this Guarantee and I agree that I will not so long as any money remain owing by the Principal to the Bank or any liability of the Principal to the Bank remain outstanding take any security in respect of my liability herein under without first obtaining the Bank's written consent. I shall also not claim any right / charge over properties of Borrower, unless the dues of Bank are fully liquidated.

11. I further agree that in respect of my liability herein under the Bank shall have a lien on all properties belonging, to me now or hereafter held by and Bank and all moneys now or hereafter standing to my credit with the Bank on any current or any other account.

12. A demand in writing shall be deemed to have been duly given to me or my heirs or assigns by leaving the same at my last known address hereunder written and shall be effectual notwithstanding any change of address or notwithstanding notice thereof to the Bank and such demand if sent by post shall be deemed to be received by me or my heirs assigns 24 hours after posting thereof and shall be sufficient if signed by any officer of the Bank, and proving such service it shall be sufficient to prove that letter containing the demand was properly addressed and put in to the post.

13. The Guarantee shall not affect or be affected by any other or further securities taken or held by the Bank or any loss by the Bank or any collateral or other security or the Bank's filing to recover by the realization of collateral securities or otherwise any sum or sums due

from the principal or any other person, or any latches on the Bank's part, nor shall you be responsible to me for any such loss or latches.

14. Any account settled or stated between the Bank and the principal or admitted by the Principal shall be accepted by me as conclusive evidence. A certificate in writing signed by any officer of the Bank stating the amount at any particular time payable under this guarantee shall be conclusive against me.

15. This Guarantee shall be enforceable notwithstanding any change in the name of the Bank and it shall ensure for the benefit of any banking company with which the Bank may become amalgamated or to which the Bank shall assign it.

16. The Bank shall be entitled to fix with the Principal a period for such credit accommodation or facility and to alter or extend such period from time to time. The Bank shall be entitled from time to time to take promissory note and other documents and securities from the Principal. The Bank shall be entitled to take promissory note or other document for the whole amount hereby guaranteed or to split up the amount and take separate document for each part and to take any such documents from the Principal alone or from the Principal and other person or persons whose identity may vary from time to time. My liability under this guarantee shall not be discharged or affected in any way by reason of any such or similar acts or dealings.

17. The discontinuance of the guarantee as stated herein above or any substitution thereof shall not be made under any circumstances without first obtaining the consent of the Bank in writing in that regard.

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

\_\_\_\_\_  
Signature

Name :

Address :