

[Letter of Guarantee]

[To be stamped as an agreement; not to be attested]

From	To VIJAYA BANK Branch:
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Dear Sir,

In consideration of your granting and continuing to grant at my/our request loans and advances, or otherwise giving credit to, or opening letter's of credit in the name of _____ (hereinafter referred to as the 'Principal') either by advancing moneys as advance by way of Overdraft/Cash Credit etc., or otherwise from _____ until determined by you, either in this branch and / or in anyone or more of other branches of your bank in India, I/ we the undersigned _____ of _____ solely / jointly and severally guarantee the payment up to but not exceeding in the aggregate the sum of Rs. (Rupees _____ only) and also of all moneys, which term shall include all the interest due or to become due in respect of the moneys already advanced and paid to such Principal, or in respect of any liability incurred by you, for such Principal, or in respect of any moneys you may at any time advance, or pay to or any liability you may incur for the use or accommodation, or on the credit of the principal, whether on Current, Overdraft, Cash Credit or any other account/s in connection therewith for which the Principal shall be solely/jointly with other liable to you.

2. I/We expressly declare that this Guarantee shall be for the period before mentioned a continuing guarantee to you for any amount from time to time not exceeding as aforesaid the said sum of Rs. _____ (Rupees _____ only) on the whole due on the said account/s together with interest and charges thereon and whether or not from time to time there be nothing owing on any or all the said account/s or the same be from time to time brought to credit.

3. My/our liability under these presents shall remain in full force until three calendar months after I/We shall have given or sent to you notice in writing of my/our intention to discontinue and determine these presents and shall have paid to you all moneys up to the limit of my/our liability due at the expiration of such notice and in the event of my/all or any of us dying or being under any legal disability the liability of the survivors or survivor amongst us and of the estate(s) and executors, administrators or legal representatives of the deceased guarantor shall continue until the expiration of three calendar months' notice in writing given to you by such survivors and the executors, administrators or legal representatives of such deceased guarantor to determine these presents and you shall be at liberty on receipt of such notice at any time within the said period of three calendar months to open of fresh account or accounts for the Principal and to appropriate thereto all payments subsequently made to you by such Principal and not expressly appropriated by such Principal to the old account or accounts without in any way affecting my/our liability under these presents to the extent aforesaid.

4. I/we hereby consent to your making any variance that you may think fit in the terms of your contract with the Principal to your determining, enlarging or varying any credit to him/them, to your making any composition with him/them, or promising to give him/them time or not to sue him/them and to your parting with any security you may hold for the guaranteed debt. We also agree that we shall not be discharged from our liability by your releasing the principal or by any act or omission of your the legal consequence of which may be discharge the principal or by any act of yours which would, but for this present provision, be inconsistent with out rights as sureties or by your omission to do any act which but for this present provision, your duty to us would have required you to do. Though as between the Principal and ourselves I/We am/are surety/sureties only, I/ we agree that as between yourselves and me/us I/We am/are Principal debtors jointly with the Principal and accordingly we shall not be entitled to any of the right conferred on sureties by Section, 133, 134, 135, 139 and 141 of the Contract Act.

5. If the Principal or any or all the members constituting the Principal shall die or be adjudicated insolvent or goes into liquidation whether voluntary or otherwise or enter/s into any arrangement or make/s any composition with him/their creditors you may (not withstanding payment to you by me/us or any other person of whole or any part of the amount of my/our liability under these presents) rank as creditors and prove against the assets of the Principal for the full amount of your claim or agree to and accept any composition in respect of the same and you may and shall receive and retain the whole of the dividends composition or other payments thereon to the exclusion of all my/our rights under these presents against such Principal in composition with you until your claim is fully satisfied and I/We not be paying off the amount due by me/us to you under these presents or any part thereof or upon any other ground prove or claim to prove in respect thereof or any part thereof until the whole of your claim against the Principal has been satisfied.

6. To the intent that you may obtain satisfaction of the whole of your claim against the Principal I/we agree that you may enforce the payment of and recover the full amount due to you by me/us under these presents notwithstanding any other indemnity security or remedy which you hold or be entitled to in respect of the sum due by such Principal and notwithstanding any charges for interest which may be debited into account/s of the Principal with you or in any other account/s upon which such Principal may be liable. Any charges for interest, which may be debited n the account/s of the Principal with you or in any other accounts upon which such Principal may be liable.

7. I / We further agree and declare that this Guarantee shall not be affected by your taking or varying .or giving up any securities held by you.

8. I/We further agree and declare that this Guarantee shall not be affected by deaths or death of any or all of us, but shall remain in full force and effect until cancelled by me/us upon your written authority and shall continue to be binding notwithstanding any change or changes which may from time to time take place in the parties or constitution of my/our firm or in the constitution of the Principal.

9.I/We further agree that any entries which may be made in the books of accounts kept by you in the ordinary course of Banking business may be adduced by you and shall be conclusive evidence against any or all of us, or any

of my/our representative or representatives of the various transactions therein contained and of the amounts from time to time thereby appearing due from the Principal to you and shall not be disputed or questioned by us or any of us or any representative or representatives.

10. I/We further agree that the amount hereby guaranteed shall be due to you on demand after notice requiring payment of the same shall have been delivered or sent through the post by registered letter addressed to me/us to my/our or our representative's last known place of business or residence.

11. I/We further agree and undertake that my/our respective heirs, administrators, executors, successors, representatives and assigns, will be bound by the terms of this guarantee in the same way in which we are bound by them and that death or deaths of any or all of us, will not ipso-facto operate as revocation of this Guarantee and this Guarantee shall be enforceable by you and/or your assigns transferees and successors-in-interest.

12. I/We further agree and declare that this Guarantee shall be continuing guarantee irrespective of any sum or sums which may be paid into the account/s of the Principal at any time during the continuance of this Guarantee and shall remain in force until cancelled under your written authority. The amount then due shall be subject to this Guarantee and be secured thereby.

13. I/We further agree that any admission or acknowledgment in writing by the Principal Debtor of the amount of indebtedness of the Principal Debtor or otherwise in relation to the subject matter of this guarantee or any judgement of any award obtained by you against the Principal Debtor shall be binding on me/us and I / we accept the correctness of any statement of account served on the principal debtor which is duly served by any Manager or Officer of the Bank and the same shall be binding and conclusive as against me/us also, and I/we further agree that in making a payment we shall be treated as my / our duly authorised agent for purpose of Indian Limitation Act of 1963.

14. Notwithstanding anything herein before contained my / our liability under these presents shall extend to all accounts of the Principal whether the same are the account or accounts of the Principal solely or the account or accounts of a concern of which the Principal may become liable jointly in any manner whatsoever with any Company Firm or persons and whether such account or accounts stands or stand either in the name of the Principal himself or in the name of any concern of which the Principal is the sole proprietor a partner or in any other name and the same shall not be affected by any change, in the name of such account or accounts or any change in the consultation of your Bank its successors, assigns or transferees or by its absorption in or by the amalgamation with any other Bank or Banks.

15*. You shall also be at liberty to release or discharge any of us from the obligations of this guarantee, or to accept composition from or make any other arrangements with any of us without thereby prejudicing or affecting our rights and remedies against the other or others of us.

16. I/We hereby expressly declare that this Guarantee and powers and provisions herein contained are in addition to and not by way of limitation of our substitution for any former or other Guarantee, Guarantees or securities given to you by me/us (whether singly or jointly with another or others at any office of your Bank) and now existing uncanceled and this Guarantee is not intended to

and shall not revoke or limit such other guarantee, Guarantees or securities.

17. I / We understand as a pre-condition, relating to granting loan/advances given to me/us/to _____ and furnishing guarantee in relation thereto requires consent of the guarantors of the credit facility granted / to be granted by the bank for the disclosure of information / data relating to the guarantors, any credit facility availed of by the guarantors, obligations as assumed by the guarantors, in relation thereto and default, if any, committed in discharge thereof.

18 (i) The borrower/s hereby agree and give consent for disclosure by the Vijaya Bank of all or any such

- a) information or data relating to the borrower.
- b) the information or data relating to any credit facility availed of / to be availed by the borrower and
- c) default, if any, committed by the borrower in discharge of its obligation.

as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorized in this behalf by RBI.

(ii) The borrower declares that the information and data furnished by the borrower to the Bank are true and correct.

(iii) The borrower, undertakes that

- a) The Credit Information bureau (India) Ltd and any other agency so authorized may use, process the said information and data disclosed by the bank in the manner as deemed fit by them and
- b) The Credit Information Bureau (India) Ltd. and any other agency so authorized may furnish for consideration the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors and registered users as may be specified by Reserve Bank of India in this behalf.

In witness whereof, I/we set my/our hand(s) this _____ day of _____

Yours faithfully,

GUARANTOR/S

* This clause should be deleted under authentication when there is only one guarantor

Place:

Date: