

(To be stamped as an agreement)

(Not to be attested)

AGREEMENT OF GUARANTEE

BY

____ **Insert the name of the Guarantor 1** ____

____ **Insert the name of the Guarantor 2** ____

____ **Insert the name of the Guarantor 3** ____

IN FAVOUR OF

THE SOUTH INDIAN BANK LTD

Amount	Rs.
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This forms part of the Agreement of Guarantee executed by ____Insert the name of the Guarantors ____ in favour of The South Indian Bank Ltd. dated _____

GUARANTOR 1

GUARANTOR 2

GUARANTOR 3

THIS AGREEMENT OF GUARANTEE is made at the place and date as specified in Schedule I (a) by the persons, whose name(s) and address(es) are as specified in Schedule I (b) (hereinafter referred to as the "**Guarantor(s)**") which expression shall unless repugnant to the context or meaning thereof include its successors and assigns and all persons deriving/ claiming title there under) **IN FAVOUR OF The South Indian Bank Ltd**, a banking company incorporated under the Companies Act 1913 and having its Registered Office at "SIB House", T.B. Road, Mission Quarters, Thrissur and one of its Branch Offices at the place specified in Schedule I (c) (hereinafter referred to as the "**Bank**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns)

WHEREAS at the request of the persons, whose name(s) and address(es) are as specified in Schedule I (d) (hereinafter referred to as the "**Borrower(s)**") which expression shall unless repugnant to the context or meaning thereof shall be deemed to include his/her/their heirs, legal representatives, executors, administrators, successors and assigns) and also on my/our request the Bank has allowed/agreed to allow/continue/enhance credit facilities aggregating the sum of more fully described under Schedule II (a) of this agreement, subject to such terms and conditions stipulated in the sanction letter, credit facility agreement, demand promissory note (if any) and/or other loan/security documents and the Borrower has executed the required documents as stated in Schedule II (b) of this Agreement.

IN CONSIDERATION of the Bank allowing/continuing/enhancing credit facilities (both fund based and non fund based) as mentioned in Schedule II (a) of this agreement, in the account of the Borrower, the guarantor(s) hereby jointly and severally agree with and unconditionally, absolutely and irrevocably guarantee to the Bank the due payment and discharge on demand of all amounts due and payable to the Bank by the Borrower at any time and also of all bills, promissory notes or guarantees held by the Bank in respect of the credit facilities together with interest, commission, banking and other charges, costs, expenses etc. provided nevertheless that the liability of Guarantor(s) under this guarantee shall not exceed in the whole the sum of the amount more fully mentioned in Schedule III of this Agreement, apart from and in addition to all interest, commission, banking, law and other charges, costs, expenses etc. above referred to.

The guarantor(s) further agree with the bank as follows:-

1. This guarantee shall be a continuing security for all amounts advanced by the Bank to the Borrower in respect of or under the aforesaid credit facilities as also for all interest, costs and other monies which may from time to time become due and remain unpaid to the Bank thereunder and shall not be determined or in any way be affected by any account or accounts opened or to be opened by the Bank becoming nil or coming into credit at any time or from time to time or by reason of the said account or accounts being closed and fresh account or accounts being opened in respect of fresh facilities being granted within the overall limit sanctioned to the Borrower. This guarantee shall be binding on the guarantor(s) and heirs, legal representatives, executors, administrators, successors, assignees etc. The guarantor(s) shall not be released from liability in respect of the credit facilities covered by this guarantee in the event of any omission, delay or default in presentation of bill or in issue of notice of dishonour on the part of the Bank. This guarantee shall continue in force

notwithstanding the discharge of the Borrower by operation of law or death of guarantor(s) and shall cease only on payment of the amount guaranteed hereunder by the guarantor(s).

2. In the event of any default on the part of Borrower in payment/repayment of any of the moneys referred to above, or in the event of any default on the part of the Borrower to comply with or perform any of the terms, conditions and covenants contained in the Loan Agreements/Documents, the Guarantor(s) shall, upon demand, forthwith pay to the Bank without demur all of the amounts payable by the Borrower under the Loan Agreements/Documents.

3. The Guarantor(s) shall also indemnify and keep the Bank indemnified against all losses, damages, costs, claims and expenses whatsoever which the Bank may suffer, pay or incur of or in connection with any such default on the part of the Borrower including legal proceedings taken against the Borrower and/or the Guarantor(s) for recovery of the monies referred above.

4. This Guarantee is additional and without prejudice to any securities or obligations which the Bank may now or hereafter have in respect of any indebtedness or liabilities hereby guaranteed and all rights and remedies in respect thereof are reserved.

5. The Guarantor(s) hereby agree that, without the concurrence of the Guarantor(s), the Borrower and the Bank shall be at liberty to vary, alter or modify the terms and conditions of the Loan Agreement/Documents and of the security documents executed by the Borrower in favour of the Bank and in particular to defer, postpone or revise the repayment of the Loans and/or payment of interest and other monies payable by the borrower to the Bank on such terms and conditions as may be considered necessary by the Bank including any increase in the rate of interest. The Guarantor(s) agree that the liability under the Guarantee shall in no manner be effected by such variations, alterations, modifications, waiver, and that no further consent of the Guarantor(s) is required for giving effect to any such variation, alteration, modification or waiver. The Guarantor(s) expressly agree(s) that the Bank shall have full discretionary power, without further assent or knowledge of guarantor(s) and without discharging or in any way affecting the liability of guarantor(s) under this guarantee from time to time AND at any time to negotiate with the Borrower and settle and/or alter the terms and conditions, to promise, to grant time or indulgence to or not to sue the Borrower or any person(s) liable with or for Borrower, whether as guarantor or otherwise or make any other arrangement with the Borrower or any person(s) so liable with or for the Borrower as the Bank may deem fit and to hold over, renew, vary, exchange or release in whole or in part and from time to time any securities held or to be held by the Bank for or on account of the moneys and liabilities intended to be hereby secured or any part thereof. The Guarantor(s) also agree that the Guarantor(s) shall not be discharged from liability by the Bank releasing the Borrower or by any of its act or omission the legal consequences of which may be to discharge the Borrower or which would, but for this present provision, be inconsistent with Guarantor(s) rights as surety or by the Bank's omitting to do any act, which but for this present provision its duty to Guarantor(s) would have required the Bank to do so. The Guarantor(s) hereby consent to each and every of the acts mentioned above as the Bank may think fit. Moreover, though as between the Borrower and the Guarantor(s) , the Guarantor(s) are sureties only, the Guarantor(s) agree that as between the Bank and the Guarantor(s), the Guarantor(s) is/are Principal Debtor(s) jointly with the Borrower and accordingly the

Guarantor(s) shall not be entitled to any of the rights conferred on sureties by Sections 133, 134, 135, 139 and 141 of the Indian Contract Act. And the Guarantor(s) further expressly agree that the Bank shall also have discretionary power without further assent or knowledge of Guarantor(s) or without discharging or in any way affecting the liability of Guarantor(s) under the Guarantee from time to time and at any time to agree to the variations of the terms and conditions of all or any of the terms and conditions of credit facilities granted/to be granted to the Borrower. The Guarantor(s) hereby agree and give consent to the sale, mortgage on prior, pari-passu or second charge basis, release etc. of any of the assets by the Borrower from time to time as may be approved by the Bank or the transfer of any of the assets of the Borrower from one unit to other or to the release or lease out by the Bank any or whole of the assets charged to the Bank on such terms and conditions as the Lenders may deem fit and this may be treated as standing and continuing consent for each and every individual act of transfer, mortgage, release or lease of any of such assets by the Borrower. The Guarantor(s) hereby declares and agrees that no separate consent for each such transfer, mortgage, release or lease of any of such assets would become necessary in future.

6. The Guarantor(s) also agree that any admission or acknowledgement in writing by the Borrower of the amount of indebtedness of the Borrower or otherwise in relation of the subject matter of this guarantee, shall be binding on the guarantor(s) and the guarantor(s) accept the correctness of any statement of account served on the Borrower by the Bank and the same shall be binding and conclusive as against the guarantor(s) also and the guarantor(s) agree that in making an acknowledgement or making a payment the Borrower shall be treated as duly authorized agent of Guarantor(s) for the purposes of Section 18 and 19 of Indian Limitation Act, 1963.

7. The Bank may recover against the guarantor(s) to the extent herein before mentioned notwithstanding that the Borrower or his agents, partners, directors or officers may have exceeded his or their powers or that the arrangements with the Bank may have been ultra vires and without being bound to enforce its claim against the Borrower or any other person(s) or other security held by the Bank. The Bank shall not be bound to enquire into the powers of the Borrower or his agents or partners, directors or officers purporting to act on behalf of the Borrower and all moneys due or liabilities incurred shall be deemed to form part of the present guarantee notwithstanding that the Borrower or his agents, partners, directors and officers may have exceeded his/her or their powers or the arrangement with the Bank may have been ultra vires.

8. The Guarantor(s) waive in favour of the Bank all or any of the rights of Guarantor(s) against the Bank or the Borrower as may be necessary to give effect to any of the provisions of this guarantee.

9. The Bank may enforce the guarantee contained herein and any other security created by the Borrower in favour of the Bank simultaneously. In the event of the Bank obtaining a decree against both the Borrower and the Guarantor(s) in respect of any other security provided by it to the Bank and also against the Guarantor(s), the Bank shall not be bound to first take steps for the execution/enforcement of decree against the assets of the Borrowers and the Bank shall be entitled to proceed against the Guarantor(s) for execution/enforcement of the decree obtained against the Guarantor(s) as the liability of the

Guarantor(s) is coextensive with that of the Borrowers and as between the Bank and the Guarantor(s), the Guarantor(s) have agreed to be the principal borrowers.

10. The Guarantor(s) declare that the Guarantor(s) has/have not received any security from the Borrower for the giving of this guarantee and the Guarantor(s) agree that so long as any moneys remain owing by the Borrower to the Bank or any liability incurred by the Bank remains outstanding, the Guarantor(s) will not take any security in respect of his/their liability hereunder without first obtaining the Bank's written consent and the Guarantor(s) agree that in the event of taking any such security, the amount for which the Guarantor(s) is/are liable under this Guarantee shall be increased by the amount by which dividend payable by the Borrower to the Bank on a winding up is thereby diminished. The guarantors hereby undertake that no commission, brokerage, fees etc in any form directly or indirectly will be demanded or received by us as consideration for the guarantee from the borrower for extending this guarantee.

11. The Guarantor(s) further agree that in respect of liability of Guarantor(s) hereunder the Bank shall have a lien on all securities belonging to the Guarantor(s) now or hereafter held by the Bank and all moneys now or hereafter standing to the credit of Guarantor(s) with the Bank on current account or any other account.

12. As this guarantee shall be applicable to the ultimate balance that may become due to the Bank from the Borrower and until repayment of such balance the Bank shall be entitled to retain, realize, or otherwise dispose of in such manner as the Bank may think fit any securities now or hereafter held by the Bank and without any liability to account to the Guarantor(s) for any portion of such securities or of the proceeds thereof until all the claims of the Bank have been fully satisfied, and in the meantime the Guarantor(s) will not take any steps to enforce any right or claim against the Borrower in respect of any moneys paid by the Guarantor(s) to the Bank hereunder. And further that if the Bank should receive payment from the Borrower or any person(s) on behalf of the Borrower or from any security held by the Bank, or if the Borrower shall become insolvent or go into liquidation or compound with his creditors, the Bank shall be at liberty, without discharging the Guarantor(s) from liability, to make or assent to any compromises, compositions or arrangements or to prove and to rank as creditor in respect of the amount claimable by the Bank or any items thereof, and to receive dividends thereupon and all such payments and dividends received shall be treated as payments in gross and Guarantor(s) liability shall extend to the ultimate balance after deducting such payments and to the entire exclusion and surrender of all rights of Guarantor(s) as sureties in competition with the Bank, any rule of law or equity to the contrary notwithstanding.

13. The Bank shall have the right of set-off/net off on the deposits of any kind and nature (including fixed deposits) held/balances lying in any accounts of the Guarantor(s) and on any monies, securities, bonds and all other assets, documents, deeds and properties held by/under the control of the Bank / their trustees or agents (whether by way of security or otherwise pursuant to any contract entered/to be entered into by the Guarantor in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of any of the Bank' services extended to and/or used by the Borrower and/or as a result of any other facilities that may be granted by the Bank to the Borrower. The Guarantor also notes the banker's lien available to the Bank on the aforesaid assets.

14. This guarantee shall be irrevocable and enforceable against the Guarantor(s) notwithstanding any dispute between the Bank and the Borrower

15. This guarantee shall not affect or be affected by any other or further securities taken or held by the Bank or by any loss of any primary, collateral or other security nor by the Bank failing to recover by the realization of securities or otherwise any such sum or sums due from the Borrower or any other person(s) or any laches on the part of the Bank nor the Bank shall be responsible to the Guarantor(s) for any such loss or laches.

16. The liability of the Guarantor(s) under this Guarantee shall not be effected by-

a. Any change in the constitution or winding up of the Borrower or any absorption, merger or amalgamation of the Borrower with any other Company, Corporation or Concern; or

b. Any change in the management of the Borrower or take over of the management of the Borrower by Central or State Government or by any other authority; or

c. Acquisition or nationalization of the Borrower and/or of any of its undertaking(s) pursuant to any Law; or

d. Any change in the constitution of the Bank; or

e. Any change in the set up of the Guarantor(s) which may be way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise;

f. The absence or deficiency of powers on the part of the Guarantor(s) to give guarantees and/or indemnities or any irregularity in the exercise of such powers.

17. Should the Borrower be a limited company, corporate or unincorporated body, committee, firm, partnership, trustees or debtors on a joint account, the provisions hereinbefore contained shall be construed and take effect where necessary as if words importing the singular number included, also the plural number. This guarantee shall remain effective notwithstanding any death, retirement, change, accession or addition, as fully as if the person or persons constituting or trading or acting as such body, committee, firm, partnership, trustees or debtor on joint account at the date of the Borrower's default or at any time previously was or were the same as the date hereof.

18. In the event of there being more than one guarantor the liability of the remaining guarantor(s) shall not be affected or released or given up by time or other indulgence to one or more of the guarantors nor by the death of any one or more the guarantors until notice shall have been given to the Bank as provided in Clause 1 hereof.

19. The Bank shall be entitled to fix with the Borrower a period for credit facilities and to alter or extend such a period from time to time. The Bank shall be entitled from time to time to periodically renew the credit facilities without the consent and knowledge of the guarantor(s) and take renewals of loan and security documents, wherever necessary, from the Borrower alone. The Bank shall be entitled to take single document for the whole amount hereby guaranteed or to split up the amount and take separate documents for each part and take any such documents from the Borrower alone or from the Borrower and other person(s) whose identity may vary from time to time. The liability of Guarantor(s) shall not be discharged or affected in any way by reason of any such or similar acts or dealings.

20. Any demand for payment or notice under this Guarantee shall be sufficiently given if sent by post to or left at the last known address of the Guarantor(s) or their heirs, representatives,

successors or assigns, as the case may be, such demand or notice is to be made or given, and shall be assumed to have reached the addressee in the course of post, if given by post, and no period of limitation shall commence to run in favour of the Guarantor(s) until after demand for payment in writing shall have been made or given as aforesaid and in proving such notice when sent by post it shall be sufficiently proved that the envelope containing the notice was posted and a certificate by any of the responsible officers of the Bank that to the best of his knowledge and belief, the envelope containing the said notice was so posted shall be conclusive as against the Guarantor(s), even though it was returned unserved on account of refusal of the Guarantor(s) or otherwise.

21. Notwithstanding anything herein before contained this guarantee shall extended to all accounts of the borrower whether the same are his solely or are account on which he is or may become liable jointly, any manner whatsoever, with any company or person or persons, and in whatever name of firm the same may stand, and this guarantee, shall not be affected by any change in the constitution of the bank, its successors or assigns, or by its absorption of or by its amalgamation with any other bank or banks.

22. The Guarantor(s) agree/s as a pre-condition of the credit facility granted by the Bank to the Borrower that in case any default is committed in the repayment of the loan/advance or in repayment of interest thereon or any of the agreed instalment of the loan on due date/s, the Bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish the name of the Guarantor/s or the names of his/her/their company/firm/unit and its directors/partners/proprietors as defaulter in such manner and through such medium as the bank or the Reserve Bank of India in their absolute discretion may think fit.

23. (a) The Guarantor(s) understand that as a precondition to the grant of the loans/ advances/other non-funded credit facilities to the borrower and furnishing of guarantee in relation thereto, The South Indian Bank Ltd. requires consent of the guarantor(s) of the credit facility, granted/to be granted, by the Bank for disclosure of, information and data relating to the guarantor(s), any credit facility availed of by the guarantor(s), obligations assumed by the guarantor(s), in relation thereto and default, if any, committed, in discharge thereof.

(b) Accordingly, the Guarantor(s) hereby agree and give consent for the disclosure by The South Indian Bank Ltd. of all or any such;

(i) information and data relating to the guarantor(s).

(ii) the information and data relating to guarantor(s)'s obligations in any credit facility granted/to be granted, by the Bank and guaranteed by the guarantor(s) ; and

(iii) default, if any, committed by the guarantor(s) in discharge of his/her/their obligations, as The South Indian Bank Ltd. 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.

(c) The Guarantor(s) declare that the information and data furnished by him/her/them to the South Indian Bank Ltd. are true and correct.

(d) The Guarantor(s) undertake that:

(i) 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

(ii) 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 Bank/Financial Institutions and other credit grantors or registered users, as may be specified by Reserve Bank India in this behalf.

IN WITNESS WHEREOF the Guarantor(s) have set his/her/their hands hereunto on the day and year mentioned in Schedule I (a) hereunder

Guarantor 1

Guarantor 2

Guarantor 3

Signature

Name

SCHEDULE – I

a.	Date and Place of Agreement of Guarantee			
b.	Details of the Guarantor(s)			
	Sl. No.	Name of Guarantor	Address of the Guarantor	Constitution
	1.			
	2.			
	3.			
c.	Name of the Branch			
	Address of the Branch			
d.	Name of the Borrower(s)			
	Constitution of the Borrower(s)			
	Name(s) of the signatories/ authorised signatory(ies)			
	Address of the Borrower (s)			

SCHEDULE – II

a.	Total Credit facilities granted to the Borrower(s)	Rs. (Rupees _____ only)
b.	Date of Execution of documents by Borrower (s)	

SCHEDULE – III

Amount of Guarantee	Rs. (Rupees _____ only)
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Guarantor 1

Guarantor 2

Guarantor 3

Signature
