

LETTER OF GUARANTEE

Place:

Date :

The W. B. Minorities Dev. & Fin. Corporation
Ambar, DD-27/E, Sector -1
Salt Lake, Kolkata - 700064

(Signature of Guarantor)

Dear Sir (S),

In consideration of your having at my request and upon the terms that I give this guarantee, sanctioned, in principal a loan of Rs. (herein after referred to as the loan) to Sri/Smt.

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(herein after referred, to as the Borrower/s' which expression shall unless the context otherwise required include his/their heirs, executors administrators and permitted assigns) broadly on the terms and conditions stated in the offer letter duly accepted by the borrower/s, **AND WHEREAS** pursuant to the said offer letter you have agreed to enter into a loan agreement as per the draft thereof herewith ennexed which I have per used and the terms and conditions whereof are known to me, **AND IN CONSIDERATION** of your having at the request of the borrower/s, and my request and upon the terms and stipulations that I give this guarantee to you agreed to disburse, lend and advance to the borrower/s the loan.

TEXT

(3)

(Signature of Guarantor)

- 1) I do hereby guarantee that the borrower/s, jointly and severally, will duly and punctually observe and perform each and every obligations, to pay money whether towards principal, interest, Commitment charge, extra charges on arrears, service charges, redemption premium, costs or otherwise howsoever on his/her/their part contained in the said loan Agreement and also in any instruments that may thereafter be executed by him/her/them in your favour modifying the terms and conditions of the said Loan Agreement and Offer Letter AND I DO HEREBY AGREE AND UNDERTAKE THAT in the event of default on his/her/their part or on the part of any one of them in making payment in discharge of any of such obligations, I shall forthwith upon your notifying such default to me, such notification to the conclusive and binding on me as to such default, make payment to you not only of the instalments, for in respect of defaulted instalments but also in the event of your having accelerated the payment of the balance of the Loan, make payment of the balance of the Loan, make payment to you of the entire Loan without demur or protest notwithstanding any protestations from the Borrower/s and I shall, without prejudice to all your other rights, indemnify you and keep you indemnified against all loss of principal, interest of other monies due to you in respect of the Loan under the said Loan Agreement and / or any instrument or instruments that may hereafter be executed by the Borrower/s in your favour and all costs, charges and expenses whatsoever which you may incur by reason of any such default on the part of the Borrower/s.
- 2) I hereby accord my consent to the terms of the said Loan Agreement, Offer Letter and / or any other instrument or instruments that may hereafter be executed by the Borrower/s in your favour as aforesaid, being by mutual consent between you and him her/them in any respect varied or modified without requiring my consent or approval there to and I agree that my liability under this Guarantee shall be in no manner be affected by such variations and modifications and I expressly give up all my rights as surety under the provisions of the Indian Contract Act, 1872 in that behalf. Or any other law to be enacted, if any, by the competent legislature.
- 3) You shall have the fullest liberty, without affecting this Guarantee in any way and discharging me from my liability thereunder, to postpone, from time to time, the exercise of any power or powers reserved to or conferred on you by the said Loan Agreement or Offer Letter or any instrument or instruments that may hereafter be executed by the Borrower/s in your favour and to exercise the same at any time and in any manner and either to enforce forever or to enforce payment of principal or interest or other monies due to by the Borrower/s or any of the remedies or securities available to you or to grant any indulgence or facility to the Borrower/s or any other forbearance, act or commission on your part or of any other indulgence by you to the Borrower/s or of the Borrowers or by any other matter of thing

(4)

(Signature of Guarantor)

whatsoever which under the law relating to surety would but for this provision have the effect of so releasing AND I hereby waive all surety ship and other rights which I might otherwise be entitled to enforce or which but for this provision have the effect of releasing me.

- 4) This guarantee shall be enforceable against me notwithstanding that the securities (if any) as may be comprised in any instrument or instruments that may be executed by the Borrower/s or any other person/s in your favour shall be, at the time when proceedings are taken against me, hereunder be outstanding or unrealised.
- 5) In order to give effect to this guarantee you shall be entitled to act as if I was the principal debtor to you for all payments guaranteed by me as aforesaid.
- 6) Without prejudice to what stated in any other clauses herein and without limiting or restricting the scope in any way of the operation of the guarantee herein contained or the liabilities therefrom arising and keeping this guarantee and all the obligations and liabilities in full force and effect, I, in particular, agree, assure and undertake that the Borrower/s shall in terms of the said loan agreement and/ or any other instruments or documents executed hereafter, pay you every month during the period of the loan, the amount of the pre Equated Monthly Instalments. Equated Monthly Instalments, within seven days of the due date without any notice of the default by full payment of the Pre Equated Monthly Instalment, the Equated Monthly Instalment and the interest Instalments and in default pay by him/her/ them, myself, without being called upon to do so, notwithstanding anything to the contrary herein contained, without conferring any legal obligation in you to give any notice and in the event of any notice of demand being issued by you to me (which shall be Final, binding and conclusive on the Borrower/s and me) I shall forthwith, without any demur, protest or objection and notwithstanding any protestation from the Borrower/s, pay the amount mention therein, without your being required to obtained any consent or confirmation from the Borrower/s. I confirm that it shall be my obligation to ascertain the amount/s of the Pre Equated Monthly Instalments, the Equated Monthly Instalment as well as the interest instalments.
- 7) This guarantee is continuing one and shall be binding on me, my heirs, administrators, assigns and successors for all amount of principal of the loan that may be advanced by you to the Borrower/s under the said Loan Agreement and/or any instrument or instruments that may hereafter be executed by him/her/ them in your favour or with you as also for all interest, additional interest, commitment charges, extra charges of arrears, service charges costs and other moneys which may, from time to time, become due and remain unpaid to

you by the Borrower/s there under and shall remain in force until all such money shall be paid off in full with interest, cost and other moneys. Notwithstanding anything contained herein my maximum liability towards the principal amount of the Loan together with interest, additional interest commitment charges, extra charges on arrears, service charges, redemption premium, costs or otherwise whomever under this guarantee shall not exceed one and a half times of the loan.

- 8) The benefit of this guarantee shall ensure for the benefit of your successors and assigns and shall be irrevocable until the discharge by me of all my obligations thereunder.
- 9) This guarantee shall not be affected nor shall this guarantee be in any way prejudiced by absorption or by your amalgamation with any company, corporation or concern but shall be available for and to the absorbing or amalgamated company, corporation or concern.
- 10) I assure you that I am under no disability to give this guarantee and to give undertaking to you for the repayment and pecuniary obligations of the Borrower/s as set out in the said Loan Agreement and Offer Letter.
- 11) I agree and acknowledge that this guarantee shall ipso facto come into force and become valid and binding on me immediately upon the Loan Agreement being executed between the Borrower/s and you without requiring any further consent or confirmation from me.
- 12) You shall have the fullest liberty without affecting this guarantee in any way and discharging me from my liability there under to increase or decrease the loan and / or vary the rate of interest and / or repayment terms thereof and / or permit the Borrower/s to transfer the loan from one property to another without any reference or needing prior consent from me. However as indicated Clause (7) herein above my maximum liability under the guarantee shall not exceed one and a half times the loan.
- 13) I further assure you that I have not applied for a loan to WBMDFC nor I am a borrower of WBMDFC nor have I given any guarantee to WBMDFC in respect of any person/s other than the Borrower/s and I UNDERTAKE not to apply for loan to WBMDFC or obtain loan from WBMDFC or give guarantee to WBMDFC in respect of any person/s other than the Borrower/s till this guarantee has been discharged by you.

(5)

Signature of the Guarantor	
Name of the Guarantor (In Block Letter)	
Age of the Guarantor	Years
Designation	
Name of the Office / Institution/School	
Office/Institution/School Address	Vill.
	Post.
	P.S.
	Dist. PIN:
Telephone No. (Office/School)	
Residential Address with Police Station	Vill.
	Post.
	P.S.
	Dist. PIN:
Telephone No. (Residence/Mobile)	

VERIFICATION OF THE GUARANTOR'S SIGNATURE

(By the Head of the Office/Appointing Authority of the Guarantor/DC in case of Good Beneficiary)

Signature of the Person Verifying	
Name of the Person Verifying (In Block Letter)	
Designation in Profession	
Name of the Office/Institution/School	
Office/Institution/School Address	Vill.
	Post.
	P.S.
	Dist. PIN:
Rubber Stamp/Office Seal	
Phone No. /Mobile No.	