

Dear Sirs,

Guarantee

Inconsideration of your granting facilities to of
(Hereinafter referred to as "the Borrower"), we, the undersigned
..... do and each of us both hereby jointly and severally agree and undertake and bind ourselves and each of us and the heirs executors and administrators of us and / or each of us as follows. :-

- (1) To pay to you in on demand all and every the sums and sum of money which may now be and which shall at any time and from time to time be or become due or owing and remain unpaid to you anywhere by the borrower upon or in respect of the loan under which may money becomes due to you by the Borrower or from credits being made to or opened by or for the accommodation or at the request of the Borrower or from any other debts or liability, (including obligations currents though not then due or payable) or other demands legal or equitable which you may have against the Borrower or which the law of set off or debit and credit of mutual accounts would in any case admit or from any transaction of any kind whatsoever between the Borrower and you including every renewal or extension of any of the foregoing kinds of transactions whether any such renewal or extension be made of effected with or without the consent of or notice to us together with discounts banker's charges and expenses of every description all in accordance with your usual course of business and interest at such rate or rates as may be fixed or charged by the Bank from time to time and all legal and other charges and expenses whether taxable or not occasioned by or incidental to all or any of the foregoing or by or to the enforcement of this or any other security for the same or the recovery thereof.
- (2) That the limit of the liability of us and each of us hereunder shall not exceed Rupees
(Rs/=) and interest and charges as aforesaid.
- (3) That the affording of banking facilities to the Borrower shall at all times be at your discretion and the liability of us and each of us hereunder shall not in any way be affected or reduced not shall we or any of us be released or be deemed to be released form our obligations hereunder if at any time or from time to time the total of the indebtedness of the Borrower to you shall exceed the said sum of Rupees (Rs...../=)
- (4) Any moneys herein mentioned shall be deemed to be owing by the Borrower notwithstanding any incapacity of or limitation upon the Borrower or any person acting or purporting to act on behalf or in the name of the Borrower with respect to borrowing or of or upon the Borrower or any person acting or purporting to act on behalf or in the name of the Borrower with respect to lending which might be a defense as between the Borrower and you. This guarantee shall extend to and include all moneys herein mentioned lend paid or advanced by you in any way for or on account of or apparently for the purposes of the Borrower or arising from any arrangement whatsoever made with or purporting to be made on behalf of the Borrower at the request of or on behalf of the Borrower or by carrying out the requests or directions of the Borrower or any person authorized by the Borrower notwithstanding any defect or irregularity in his appointment and notwithstanding any want of authority on the part of such person to bind or to act behalf or in the name of the Borrower. Not shall this guarantee be or become in any way prejudiced affected or unenforceable either wholly or in part by reason of any fact matter or circumstance concerning the Borrower or any other person or concerning the account or conduct of or any transaction of or with the Borrower or any other person whether or not such fact matter or circumstance be known to you or at any time come to your knowledge and whether or not the same be disclosed by you to us or any of us.
- (5) This guarantee shall not be considered as satisfied by any intermediate payment or satisfaction by the Borrower or any other person of all or any part of the moneys aforesaid but shall be a continuing security and shall extend to and cover any sum of money which shall for the time being and from time to time constitute the ultimate balance up to the limit aforesaid of all such moneys and interest and charges as aforesaid.
- (6) This Guarantee will remain in force until all the monies up to the limit of liability specified in paragraph (2) above including interest and charges are paid in full, and shall be discharged only upon written confirmation from you.
- (7) In all matters concerning the said advances credit and other facilities you shall be entitled to act on the instructions of the borrower and in the absence of such instructions to act to your discretion and the liability to us and each of us hereunder shall not in any way be affected or reduced by your acting in accordance with such instructions or at your discretion. For the purpose of this guarantee any instructions given by any person expressly or impliedly authorized by the Borrower shall be deemed to be the instructions of the Borrower.
- (8) This guarantee shall remain in force and be binding as a continuing security against (a) each of us and the estate of each of us notwithstanding the death or disability of us or any of us until the expiration of one calendar month after you shall have received notice in writing to discontinue and determine the same from us or from the survivors or survivor of us and the executors or administrators or the legal representatives of such of us as may have died or be under disability (b) each of us and his estate until the expiration of one calendar month after you shall have received such notice as aforesaid and (c) such of us as shall not have given such notice as aforesaid and as against the estate or respective estates of such of us as shall not have given such notice as aforesaid notwithstanding that it may have ceased to be binding on any other or others of us by reason of any such notice having been given. Provided however that no such notice of determination shall in any manner affect any liability incurred hereunder at any time up to the date of such determination and / or any liability or contingent liability which may have been incurred or to arise hereunder after the expiration of the said notice but in respect of any transaction whatsoever prior to the date of the expiry of such notice.

- (9) In the event of this guarantee ceasing from any cause whatsoever to be binding on us and each or any of us or the executors or administrators of us or of each or any of us you shall be at liberty without thereby affecting your rights hereunder to open a fresh account or to continue any then existing account with the Borrower and no moneys paid from time to time into any such account by or on behalf of the Borrower and subsequent drawn out by the Borrower shall on settlement of any claim in respect of this guarantee be appropriated towards or have effect of payment of any part of the moneys for which we and each of us or the executors or the administrators of us or each of us are or is liable under this guarantee unless the person paying such moneys shall at the time in writing direct you specially to appropriate the same It that purpose.
- (10) Any admission or acknowledge in writing by the Borrower or by a person expressly or impliedly authorized by the Borrower of the amount of the moneys owing by the Borrower to you and any judgment recovered by you against the Borrower in respect thereof shall be binding and conclusive on and against us and each of us or the executors or administrators of us each of us in all courts of law and elsewhere.
- (11) You are at liberty (without the consent of or notice to us or any of us or the executors or administrators of us or any of us) without thereby affecting your rights hereunder at any time and from time to time to accept from any other person or persons one or more guarantees for the moneys herein mentioned to renew or extend any obligation liability or transaction of any kind of or with the borrower to substitute in place thereof any new or alternative obligation liability or transaction to add to vary or alter the terms and conditions thereof or of any new or alternative obligation liability or transaction respectively to determine or vary any credit to the Borrower to vary exchange abstain from perfecting or release in whole or in part any guarantee or security received taken or held or at any time to be received taken or held by you from or on behalf or on account of the Borrower or us or any other person or persons in respect of the moneys for which we and each of us on the executors or administrators of us or of each of us are or is liable hereunder or any part thereof to renew bills of exchange or promissory notes in any manner and to compound with give time for payment or other indulgence to accept composition from and make any other arrangements with the Borrower or with us or each or any of us or the aforewritten of us or any of us or with any person or persons liable for the moneys herein mentioned or liable on any guarantee or security received taken or held or to be received taken or held by you.
- (12) Although the ultimate liability of us and of each of us and the estates or estate of us or of any of us hereunder cannot exceed the limit here in before mentioned yet this present guarantee shall be construed and take effect as a guarantee of the whole and every part of the moneys herein mentioned and accordingly we and each of us and the estate or estates of us or of any of us or the assignee in insolvency of us or of any of us shall not be entitled as against you to any right of proof in any bankruptcy proceedings or other rights of a surety discharging his liability in respect of the principal debt unless and until the whole of the moneys herein mentioned including interest and charges as aforesaid shall have first been completely discharged and satisfied. And further for the purpose of enabling you to sue the Borrower for the whole of the moneys herein mentioned or to preserve intact the liability of the Borrower or of any other person you may at any time and from time to time place and keep for such time as you may think prudent any moneys received recovered or realized hereunder to and at a separate or suspense account to the credit either of us or any of us or such other person or transaction if any as you shall think fit without any intermediate obligation on your part to apply the same or any part thereof in or towards the discharge of the moneys herein mentioned or any intermediate right on the part of us or any of us or the aforewritten of us or of any of us to sue the Borrower or prove against his assets so as to diminish any dividend or other advantage that would or might come to you or to treat the liability of the borrower as diminished.
- (13) No assurance or security given to you which may be avoided and no payment made to you which may be recoverable under any law for the time being in force relating to bankruptcy and no release settlement or discharge which may have been given or made on the faith of any such assurance security or payment shall prejudice or affect your right or recovery from us or any of us or the estates or estate of us or any of us to the full extent of this guarantee.
- (14) We and each of us have and has not taken in respect of the liability hereby undertaken by us and each of us and we and each of us will not take from the Borrower either directly or indirectly without your consent any sum of money or promissory note bill of exchange mortgage charge or other security whether merely personal or involving a charge on any property whatsoever of the Borrower whereby we or any of us any person or persons claiming through us or any of us by endorsement assignment or otherwise would or might on the bankruptcy of the Borrower and to your prejudice increase the proof in such bankruptcy or diminish the property distributable amongst the credits of the Borrower. And as regards any such security as aforesaid which we and each or any of us may have taken or may take with such consent as aforesaid the same shall if so determined by you in writing be a security to you for the fulfillment of the obligations of us and each of us or the estates or estate of us or any of us hereunder and shall be forthwith deposited with you for that purpose by us or such of us who may have taken or take the same.
- (15) The liability of us and each of us or the aforewritten of us or of each of us hereunder shall not be affected by any failure on your part to take any security or by any invalidity or insufficiency of any security taken or by any existing or future agreement by you as to the application of any advances made or to be made to the Borrower or in the event of this guarantee proving not to be binding on us or any of us or the aforewriting of us or any of us for any reasons whatsoever. And this guarantee shall be in addition to and shall not in any way be prejudiced or affected by any collateral or other security now or hereafter held by you for all or any part of the moneys herein mentioned nor shall such collateral or other security or any lien to which you may be otherwise entitled or the liability of any person not party hereto for all or any part of the moneys herein mentioned be in any wise prejudiced or affected by this present guarantee.
- (16) You shall so long as any moneys remain owing hereunder have a lien therefore on all moneys now or hereafter standing to the credit of us and of each or any of us or the aforewritten of us whether separately or jointly with any other or others of us with you whether on any current or other account.
- (17) This guarantee shall be applicable to the ultimate balance that may become due to you from the Borrower and until repayment of such balance we and each of us will not take any steps to enforce any right or claim against the Borrower in respect of any moneys paid by us or any of us to you hereunder.

- (18) This guarantee shall be additional to any other guarantee for the Borrower signed by us or any of us that you may at any time hold.
- (19) A certificate signed by any officer authorized by you as to the moneys due from us or any one of us hereunder shall be sufficient and conclusive evidence in any legal proceeding whatsoever against us or any one of us and our or any of our aforewritten.
- (20) We and each of us and the aforewritten of specially agree that you shall be at liberty either in one action to sue the borrower and us and each or any of us or the aforewritten of us or of each or any of us and also other person or persons all jointly and severally or to proceed in the first instance against us and each or any one of us or the aforewritten of us or of each or any of us only and further that we and each of us hereby renounce the right to claim that the Borrower should be excused or proceeded against by action in the first instance and the right to claim that you shall divide your claim and bring actions against us or each or any of us or any other person or persons whomsoever each for his portion pro rata and the right to claim in any action brought against all or each or any of us or the aforewritten of us or of each or any of us with or without all or any other persons that you should only recover from us or each or any of us or the aforewritten of us or of each or any of us a pro rata share of the amount claimed and all other rights and benefits to which sureties are or may be by law entitled **IT BEING AGREED** that we and each of us are and is liable in all respects hereunder as principal debtors or principal debtor jointly and severally to the extent aforementioned including the liability to be used before recourse is had against the Borrower.

Signed by the above named in the presence of)
.....)
.....)
.....)
.....)
aton the)
day of20.....)

Witness/es to the above Signatures:

1.
2.

The benefits and privileges of sureties referred to in the within written guarantee are as follows.

1. The beneficium ordinis see excussion is the privilege whereby a surety is entitled to claim that as his liability may be regarded to be of an accessory character; it shall not be enforced against him until the creditor has unsuccessfully endeavored to obtain satisfaction from the principal debtor.
2. The benefiting division is the privilege whereby when several persons are sureties for a debt each of them may when sued for the whole amount require the creditor to divide the claim and bring his action also against the other co-sureties each for his portion pro rata in so far as the others are not insolvent.

By the renunciation of the above rights and all other privileges to which a surety is by law entitled the creditor is entitled to treat the surety as a Principal for all purposes.

IMPORTANT: This agreement has been read by/to me in my own language and hereby declare that I have understood the content of this document.

සැලකිය යුතුයි : මෙම ගිවිසුම් පන මා විසින් කියවන ලදී. මගේ මව් බසින් මට කියවා දෙන ලදී. මෙහි සඳහන් කරුණු මා විසින් අවබෝධ කරගත් බවට මෙයින් සහතික කරමි.

முக்கிய கவனிப்பு : இந்த ஒப்பந்தம் என்னால் வாசிக்கப்பட்டது. எனது தாய்மொழியில் எனக்கு விளக்கம் தரப்பட்டது. இதில் அடங்கியுள்ள சகல நிபந்தனைகளையும் நான் தெளிவாக விளங்கிக் கொண்டேன் என உறுதியளிக்கிறேன்.

Signatures of Guarantors

LETTER OF OFFER

PRIVATE AND CONFIDENTIAL

DATE

.....
.....
.....
.....

Dear Sir /Madam

LIFE STYLE LOAN FACILITY NO.

With reference to your loan application dated We are agreeable to offer a Life style loan for Rs.....On the terms and conditions given bellow.

A.

<u>Facility No</u>	<u>Amount (Rs)</u>	<u>Interest</u>	<u>EMI</u>

B. PURPOSE

To purchase

C. REPAYMENT OF LOAN

1. Repayment in.....equated monthly instalment (EMI) of Rs.....The EMI consist of principal and interest of your loan and is calculated at the current interest rate as mentioned above. Also give an irrevocable consent to the employer to deduct and remit the EMI to HDFC on account of Saving Account No at..... branch until the loan is settled in full.

This may be changed in case of interest revision.

D. SECURITY

Guarantors' joint and several guarantee of

(I) Mr/Mrs/Miss.....
Of..... bearing
NIC No.....

(II) Mr/Mrs/Miss.....
Of..... bearing
NIC No.....

E. SPECIAL CONDITIONS

- The bank reserve to itself the right to amend the rate of interest
- The borrower will undertake that he/she will inform the bank in case of changing employment/address

F. If this offer is acceptable to you please sign the part which has been reserved for the acceptance.

Yours faithfully,

HOUSING DEVELOPMENT FINANCE CORPORATION BANK OF SRI LANKA

Branch Manager

Date :

.....

(Name of the Branch)

The Manager

HDFC Bank

..... (Branch)

Dear Sir/Madam,

I/We accept the terms and conditions mentioned above.

Yours truly.

1..... (Signature)

2..... (Signature)

Name:.....

Name:.....

NIC No.....

NIC No.....

Signed at On thisday of20.....

LETTER OF SET OFF & INDEMNITY

**The Branch Manager
HDFC Bank**

Fixed Deposit No/s:.....
Savings A/C No/s:.....

.....
(Name of Branch)

Dear Sir,

I.....of.....

do hereby authorize HDFC Bank to set off appropriate at any time and at all times from my above Fixed Deposits/Savings Accounts hereafter all monies now lying or hereafter to lie to my credit or now or hereafter to be held by the HDFC Bank or any of its offices or branches of which now or hereafter may become due owing or payable by the HDFC Bank or any of its offices or branches to me in my individual capacity or in any other capacity whatsoever on a loan obtained by me or monies paid as savings or transaction of whatsoever kind or nature opened or had by me whether in my own name or in any other name, style whatsoever or of whether solely or jointly with any other person or with the HDFC Bank in any of or its offices or branches, against all monies now or hereafter to become due owing or payable to the HDFC Bank and all its branches or offices on account of loans lend or to be lent by the HDFC Bank or any of its offices or branches to me and all indebtedness and liability in my individual capacity whatsoever whether solely or jointly with any other person or whether as principal debtor, surety or guarantor whether solely or jointly with any other person.

I hereby declare that this authority to the HDFC Bank is irrevocable and shall continue to be in full force and until expressly revoked with the consent of the HDFC Bank.

The HDFC Bank shall at any time and at all times have the power and authority to exercise the right of set off or lien or appropriation authorized or created hereby without previous notice to me and without any previous demand and whatsoever made from me for payment of any money due by me to the HDFC Bank notwithstanding anything to the contrary contained in any written or other law or any contract or writing executed hereafter by me or the HDFC Bank.

I hereby further undertake to hold the HDFC Bank indemnified and saved harmless from and against all, losses, images, interest, costs, charges, expenses and detriment of whatsoever kind or nature consequent or suitable to the HDFC Bank acting or purporting to act in the exercise of any right to set off or lien or appropriation in terms hereof.

I hereby agree to bind myself, my heirs executors and administrators by this writing.

Yours Faithfully,

.....
(Signature)

Loan No :
Name :
Date :
N.I.C. No :