

| | |
|----------------|-----------------|
| Application No | |
| Branch Code | |
| Loan No | |
| Dealer | |
| Credit Score | Cibil / Equifax |

APPLICATION FORM

RENEWABLE ENERGY FINANCING SCHEME FOR ROOF TOP SOLAR POWER PLANT

The Manager, Branch,

The Kannur Co-Operative Urban Bank Ltd.,

I / we request that a loan of ₹_____ (Rupees _____
 _____ Only) may be sanctioned to me for purchase of a new three wheeler vehicle for commercial use against the
 hypothecation of the vehicle necessary particulars for consideration of this application are given below:

| INSTRUCTIONS (Please Read Carefully) | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-----------------------------------------------------------------------|
| <ul style="list-style-type: none"> Please write or type in BLOCK LETTERS All details must be filled in. If not applicable All details must be filled in. If not applicable please write N.A. In order to ensure faster processing, applicants should ensure that the application is complete in every respect and all the required documents are submitted with this application Please take photocopies of all documents that are submitted to KCU Bank (Including this application form) for your personal record. The Kannur Co- Operative Urban Bank reserves the right to reject any application at any stage without assigning any reason. Tick whichever is applicable. | Please paste Passport Size, Latest, Color Photo and Sign Across | Please paste Passport Size, Latest, Color Photo and Sign Across |

| PERSONAL AND EMPLOYMENT DETAILS | | |
|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Applicant | Guarantor |
| Name First Name : Middle Name : Surname : | Mr / Mrs / Ms . | Relation with Applicant : Mr / Mrs / Ms. |
| Member No | | |
| Customer ID | | |
| Date of Birth & Age | <div style="display: flex; gap: 5px;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div> (in yrs) | <div style="display: flex; gap: 5px;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div> (in yrs) |
| Father's Name | | |
| Present Residential Address (Pin Code Mandatory) | _____ _____ _____ _____ Pin <div style="display: flex; gap: 5px;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div> | _____ _____ _____ _____ Pin <div style="display: flex; gap: 5px;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div> |
| Staying at the present address for the past | <div style="display: flex; gap: 10px;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> Years and <div style="border: 1px solid black; width: 20px; height: 20px;"></div> Months. </div> | <div style="display: flex; gap: 10px;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> Years and <div style="border: 1px solid black; width: 20px; height: 20px;"></div> Months. </div> |

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Landmark | | |
| Permanent Residential Address (Pin Code Mandatory) Is permanent address same as present address ? <input type="checkbox"/> Yes <input type="checkbox"/> No | <hr/> <hr/> <hr/> <hr/> Pin <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | <hr/> <hr/> <hr/> <hr/> Pin <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |
| Phone No. (Mandatory) E-mail ID (Mandatory) | (R) _____ (M) _____ _____ | (R) _____ (M) _____ _____ |
| Current Residence : | <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Co. Provided <input type="checkbox"/> Parental / Spouse | <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Co. Provided <input type="checkbox"/> Parental / Spouse |
| Community / Religion : Caste: Location: | <input type="checkbox"/> Gen <input type="checkbox"/> SC <input type="checkbox"/> ST <input type="checkbox"/> OBC <input type="checkbox"/> Minority <input type="checkbox"/> Others <input type="checkbox"/> Rural <input type="checkbox"/> Semi urban <input type="checkbox"/> Urban <input type="checkbox"/> Metro | <input type="checkbox"/> Gen <input type="checkbox"/> SC <input type="checkbox"/> ST <input type="checkbox"/> OBC <input type="checkbox"/> Minority <input type="checkbox"/> Others <input type="checkbox"/> Rural <input type="checkbox"/> Semi urban <input type="checkbox"/> Urban <input type="checkbox"/> Metro |
| Marital Status | <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Other | <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Other |
| No. of Direct Dependents | <input type="checkbox"/> Children <input type="checkbox"/> Other | <input type="checkbox"/> Children <input type="checkbox"/> Other |
| Qualification | <input type="checkbox"/> Graduate <input type="checkbox"/> Post Graduate <input type="checkbox"/> Matriculate <input type="checkbox"/> Diploma <input type="checkbox"/> Others: _____ | <input type="checkbox"/> Graduate <input type="checkbox"/> Post Graduate <input type="checkbox"/> Matriculate <input type="checkbox"/> Diploma <input type="checkbox"/> Others: _____ |
| Any relationship with Bank | Yes / No | Yes / No |
| If Yes, specify. | | |
| Aadhar No | | |
| Pan No | | |
| Driving License No. Expiry Date Issued By: | | |

LOAN DETAILS

Cost of Solar Panel and Invertor ₹ _____

Cost of Accessories ₹ _____

Total cost of the Project ₹ _____

Loan amount sought ₹ _____

Contribution from own sources ₹ _____

Tenor (in months) ☐ 12 ☐ 24 ☐ 36 ☐ 48 ☐ 60 ☐ 72 ☐ 84

Payment Method (Please select the mode of repayment convenient to you) ☐ Standing Instructions (SI) ☐ ECS

| DETAILS OF REFERENCES | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name: Mr <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Pin <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | Name: Mr <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Pin <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |
| Mob No: _____ | Mob No: _____ |

Name Signature of the Applicant, Guarantor and Reference

| Applicant | Guarantor |
|-----------|-----------|
| Signature | Signature |

| For Branch Use Only | | | |
|-----------------------------------------------------|-------------------------------------------|-------------------|--|
| Manager's Review | | | |
| Requested Amount | | Sanctioned Amount | |
| Primary Security | <i>Hypothecation of Article(s)</i> | | |
| EMI, Interest rate and Tenure of the Loan | | | |
| Designation and Signature of sanctioning authority. | Branch Manager | | |

HYPOTHECATION DEED

This agreement executed on this day 20.....by Sri / Smt
.....son / daughter wife of aged years residing at
..... hereinafter called the "Borrower" (which expression shall wherever the context so requires or admits, be deemed to include his heirs, executors, administrators, successors in title, assigns, attorneys, partners from time to time, survivors of them and their successors in interest, successors and assigns) in favour of The Kannur Co-Op Urban Bank Limited, No. 1534, a body corporate constituted under the Kerala Cooperative Societies Act 1969 with its Head Office at Thavakkara, Kannur-670002, and having among others a branch office at. (Hereinafter called the 'Bank' which term whenever the context so requires or admits shall be deemed to include their assigns, attorneys and successors in title).

Whereas the borrower is desirous of purchasing and installing Solar Power Plant under "Banks" renewable energy financing scheme for roof top solar power plant and for the said purpose applied to the Bank for a loan facility/credit facility and the Bank has sanctioned the facility by way of term loan conditions inter alia that the e borrower shall secure repayment of the sums advanced by the Bank including interest, bank charges, costs, commissions etc. by hypothecation of the solar power plant with all accessories, tools, etc.(with roof top panel, invertor and all accessories.)

In consideration of the bank sanctioning the said term loan facility to the borrower, the borrower here by hypothecates in favour of the Bank all these solar power plant and accessories already purchased and described in schedule 'A' hereto as also the solar power plant etc., to be purchased hereafter, particulars whereof will be furnished later and hereinafter referred to as "Hypothecated Solar Power Plant" as security for repayment to the bank of a sum of Rs (Rupees.....
.....) to gather with interest, bank charges, costs of recovery, commission etc. as herein stipulated.

The borrower hereby covenants with the Bank as follows:

1. The Borrower's shall repay the entire loan amount in monthly / equated monthly instalments each of Rs.....
(Rupees.....) and last instalment Rs..... (Rupees.....). The first of such instalments commence from.....
2. The borrower shall duly and punctually repay the amount advanced by the bank on due dates as mentioned in para 1 above including interest, overdue / additional rate of interest wherever applicable and bank charges, commission etc. and which is hereby secured as and when the same falls due for payment and in the event of bank calling up the advance and demanding payment of the entire amounts it forthwith, he/she shall duly comply with such demand.
3. The borrowers hereby agree that the rate of Simple interest shall be % p.a. and such interest shall be calculated and charged on the balance in account and he debited to the account and payable every month and if the interest is not paid for three continuous months, overdue interest will be charged at the rate of additional 2% on entire outstanding balance on such balance and on such successive balances. The borrower hereby waves notices information before charging the overdue rate of interest on balance outstanding. The borrower shall become liable to pay further interest from time to time and the interest payable by the borrower shall be subject to change in the interest rates made by the bank from time to time. The borrower's hereby specifically agrees that the rate of interest stipulated at the time of sanction viz.....% pa and overdue/additional rate of 2% p.a shall continue for a minimum period of 30 Months as per the sanction terms irrespective of any changes in the rate of interest stipulated by the bank from time to time.
4. The borrower shall also pay the usual bank charges, incidental charges, commission, costs etc. as may be debited to the borrowers account, from time to time in accordance with the usages and practices of the bank.
5. The hypothecated solar power plant shall be a continuing security for repayment of the ultimate balance due to the bank (including interest, costs etc.) even though the amount actually advanced by the bank may have exceeded the sanctioned limit or the account may at some point of time be at credit by reason of the sums deposited by the borrower or otherwise.
6. The hypothecated solar power plant shall also be the security to the bank for monies due to it in this account and/or any other account as if this hypothecation is created for repayment of those other monies also.
7. The title to the hypothecated asset vests in the borrower absolutely and the same is good, marketable and free of any encumbrance. He shall do also such acts, deeds and things necessary for more perfectly assuring his title to the hypothecated solar power plant and / or for effectively implementing the terms of this agreement.

8. That the borrower will maintain at his costs the hypothecated asset in good order and condition and serviced timely, replacing wornout parts. The borrower will hold the same in trust for the bank and be answerable to the bank accordingly.
9. That in the course of using the Solar Power Plant, the borrower will not do any act or suffer any omission whereby the value of the hypothecated asset shall suffer or depreciate beyond normal extend of wear and tear.
10. The borrower shall adequately insure the hypothecated asset for the full market value against risk of fire, war, riots, strike, civil commotion, accident, theft, comprehensive risks and also for such other purposes as may be prescribed by any law for the time being in force and keep the policy always current by duly and punctually paying the premium from time to time as may be required by the bank and to assign the benefits in insurance policy thereof to the bank. The bank shall be entitled for all the benefits of all such policies. The borrower hereby agrees. and undertakes to do everything necessary to transfer and effectively vest in the bank the benefits of such policies. The bank is at all liberty though not bound, to effect such insurance at the risk, responsibility and expenses of the borrower with any insurance company only to the extent of the value of security as estimated by the bank and that the event of insuring the security, the bank shall not be considered or deemed to be responsible or liable for non-admission or rejection of the claim wholly in part, whether the claim is made by the bank or by the borrower. However, it may be noted that the bank is not bound and the borrower agrees hereby not to hold the bank liable, if the bank has not affected such insurance or fails to renew the insurance policy. The borrower further agrees to indemnify the Bank against loss by reason of damage to or destruction or loss of the hypothecated asset from any cause whatsoever by reason of claim by third party in respect of the same. It is expressly undertaken by the borrower that he shall himself / of his own accord take all steps like initiation of filing claims / furnishing accessory information to the Bank / Insurance Company without being informed of details of loss / damage for any reason whatsoever. In the event of rejection of claims either wholly in part on account of loss damage to the security the Borrower shall be liable to repay to the bank the entire outstanding liability without requiring the Bank to proceed in the first instance against insurance company in the event of non-settlement of claim, they may at its absolute discretion take legal action against insurance company without being under any obligation to do so or require the borrower himself to take such action, in which case the borrower shall not be entitled to question the decision of the bank. If the bank does not lodge any claim under the policy within the time limit prescribed under such policy, the bank shall not be liable to the borrower for not filing any claim or suit for recovery of the insured amount against the insurance company or any other person.
11. That the borrower will not alienate or encumber otherwise part with possession of the hypothecated asset without the previous written consent of the bank
12. The Borrower shall duly and punctually pay all rents, rates and taxes and not lay the said hypothecated asset open to any attachments, distress by court, tax or other public authority and see that these claims are duly satisfied and attachment / distress averted.
13. The borrower shall permit the Bank, its officers, servants and nominees to inspect the books of accounts, hypothecated asset and its condition to satisfy themselves that the security is not impaired or diminished in any manner.
14. The Borrower shall in the event of the Bank exercising its right of seizure and sale of hypothecated asset under these presents, deliver up the hypothecated asset to the bank and co-operate with the bank in the matter of such seizure, removal of the hypothecated asset elsewhere and sale thereof
15. The Borrower shall furnish to the bank periodically or as and when required by it, true statements of account showing the business, assets and liabilities as also particulars of the solar power plant and satisfying the bank as to the correctness thereof.
16. Further in the matter of making payments towards this debt or acknowledging this debt or any part thereof as and when called upon by the bank to do so for the specific purpose of saving limitation, the borrower authorise any one or more of them for the purpose of making the payment to the loan account and giving acknowledgement of debt from time to time. Accordingly, the borrowers declare that the payment or acknowledgement made or given by anyone of more of them shall be binding on all of them jointly and severally and that any payment and / or acknowledgement so made or given by one or more of them shall save limitations against all of them jointly and/or severally for the purpose of law limitations.
17. So long as the account remains in force or uncleared, the bank shall have the right to demand at its discretion that the Agreement shall be renewed for a like amount or for such other amounts as the bank may deem fit. The execution of any documents in this connection shall not be deemed to create new or distinct debt but the account shall be deemed to be the same and continuous one till it is declared closed by the bank and shall carry with it the benefit of the security afforded by this agreement as well as every other security pertaining thereto or available thereof.

18. I / we understand that as a pre-condition, relating to grant of the loans/advances other non-fund based credit facilities to me / us, The Kannur Co - Op Urban Bank Limited, requires my / our consent for the disclosure by the bank of information and data relating to me / us, of the credit facility availed of / to be availed by me / us, obligations assumed / to be assumed by me or us, in relation and default, if any committed by me / us in discharge thereof.

I. Accordingly, I / we hereby agree and give consent for the disclosure by The Kannur Co. Op Urban Bank Limited, of all or any such.

- a. Information and data relating to me / us.
 - b. The information or data relating to any credit facility availed of / to be availed by me / us, and
 - c. Default, if any committed by me / us in discharging of my/our obligation.
 - d. I / We declare that the information and data furnished by me / us to The Kannur Co- Operative Urban Bank Ltd are true and correct.
 - e. I / we undertake that
 - f. The Kannur Co – Operative Urban Bank Ltd. department and any other agency authorised may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them and
 - g. The Kannur Co – Operative Urban Bank Ltd. department and any other agency so authorised may furnish for consideration the processed information and data or products thereof prepared by then, to banks, financial institutions and other credit granters, credit information agencies or registered users, as may be specified by the Reserve Bank of India in this behalf.
 - h. I / we hereby confirm that I / We shall not raise any dispute in whatsoever manner regarding information / details furnished / to be furnished to any authorities and same is binding on me / us.
19. In order to monitor the usage of funds borrowed under this agreement, I / we agree and authorise the Bank, access to my / our auditors. As per the authorisation given by me / us to the bank, the bank can at its discretion and requirement, at any point during subsistence of this agreement, call for my / our auditors directly or through me / us any specific clarification / details regarding the usage of this funds borrowed under this agreement so as to verify the end usage of the funds.

IN WITNESS WHEREOF THE BORROWERS, the co-obligants and the bank have hereunto set their respective hands on this..... day of 20

SCHEDULE – A
Description of the Hypothecated asset

(S/d) Borrower

AGREEMENT OF GUARANTEE

This Agreement of Guarantee (this "**Agreement**") is made at _____ (Place) on this _____ day of _____ '20 _____, between Shri/Ms _____ son / daughter / wife of Shri _____ resident of _____ (hereinafter called the "Guarantor(s)" which term shall, wherever the context so permits, mean and include his/her/their heirs, administrators, executors, successors, and permitted assigns) of the first part;

AND

Kannur Co-Operative Urban Bank Ltd., a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at Thavakkara, P.O. Civil Station, Kannur –670002 and, inter alia, a Branch Office at _____ (Hereinafter called the "Bank", which term shall, wherever the context so permits, mean and include its successors and assigns) of the second Part.

WHEREAS

- A. At the request of the Guarantor(s) the Bank has agreed to allow/ continue/enhance an accommodation by way of _____ (the "Facilities"/"Limits") to Shri/Ms/Messrs _____ (Hereinafter called the "Borrower") on the terms and conditions contained in the loaning and security documents executed by the Borrower; and
- B. The Guarantor(s) has/have agreed to guarantee due payment of the amount which at any time may be due to the Bank in respect of the said Facilities / Limits of Rs. _____ (Rupees _____)

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. That in consideration of the Bank allowing/continuing/ enhancing at the request of the Guarantor(s) an accommodation by way of – _____ of Rs. _____ (the "Facilities"/ "Limits") to the Borrower at its Branch Office at _____ on the terms and conditions contained in the loaning and security documents executed by the Borrower on _____, the Guarantor(s) hereby agree(s) with the Bank as under:-
2. The Guarantor(s) hereby guarantee(s) jointly and severally to pay to the Bank after demand in writing all principal, interest, cost, charges and expenses due and which may at any time become due to the Bank from the Borrower in the accounts opened in respect of the said Facilities/Limits (hereinafter called the "said accounts") down to the date of payment and also all losses or damages, costs, charges and expenses and in the case of legal costs, as between attorney and client occasioned to the Bank by reason of omission, failure or default temporary or otherwise in such payment by the Borrower or by the Guarantor(s) or any of them including costs (as aforesaid) of enforcement or attempted enforcement of payment by suit or otherwise or by sale or realization or attempted realization or sale of any security for the said indebtedness or otherwise howsoever or any costs (which costs to be as aforesaid) charges or expenses which the Bank may incur by being joined in any proceeding to which the Bank may be made or may make itself party either with or without others in connection with any such securities or any proceeds thereof.
3. The Guarantor(s) hereby declare(s) that this guarantee shall be a continuing guarantee and remain operative in respect of each of the said Limits severally and may be enforced as such in the discretion of the Bank, as if each of the Facilities / Limits had been separately guaranteed by him/her/them. This guarantee shall not be considered as cancelled or in any way affected by the fact that at any time or from time to time any of the said accounts may show no liability against the Borrower or may even show credit in his/her/their favour but shall continue and remain in operation in respect of all subsequent transactions till the accounts are closed. This guarantee is in addition to, and shall not be affected by, nor merge with, and may be enforced despite the existence, invalidity or unenforceability of, any other guarantee, undertaking or security interest now or subsequently held by the Bank. For the avoidance of doubt, it is hereby clarified that this guarantee will extend to the ultimate balance of all sums payable by the Borrower(s) under the Facilities/Limits, until it is released in accordance with the terms hereof, regardless of any intermediate payment or discharge of the whole or any part of the debt due and payable by the Borrower.

4. The Guarantor(s) hereby consent(s) to the Bank making any variance, without reference or notice to him / her / them, that it may think fit in the terms of contract, including any change in rate of interest charged to the accounts of the Borrower. The Guarantor(s) further consent(s) to the Bank accepting additional collateral security of any kind, determining, enlarging or varying any credit to the Borrower or making any composition with him or promising to give him time or not to sue him and the Bank parting with any security it may hold for the guaranteed debt. The Guarantor(s) also agree(s) that he/she/they shall not be discharged from his/her/their liability by the Bank releasing the Borrower or by any action or omission of the Bank, the legal consequences of which may discharge the Borrower or by any act of the Bank which would, but for this present provision, be inconsistent with his/her/their rights as Guarantor(s) or by the Bank's omission to do any act which, but for this present provision, the Bank's duty to the Guarantor(s) would have required the Bank to do. Though as between the borrower and the guarantor(s) he /she/they is/are guarantor(s) only, the guarantor(s) agree(s) that as between the Bank and the Guarantor(s) he/she/they is/are debtor(s) jointly with the borrower and accordingly he/she/they shall not as such be entitled to claim the benefit of legal consequences of any variation in the terms of the contract and to any of the rights conferred on a Guarantor by Sections 133, 134, 135, 139 and 141 of the Indian Contract Act. The Guarantor(s) further agree(s) that the acceptance by the Bank of any irregular payments or any amount short of the amount of agreed installment/s. whether made before or on due dates or thereafter by the Borrower, shall not discharge the Guarantor(s) from his/her/their liability and such acceptance will not amount to or create any new or fresh contract. The Guarantor(s) further agree(s) that the Bank shall be under no obligation to notify him/her/they, any default committed by the Borrower at any time or from time to time.
5. The Guarantor(s) hereby consent(s) to the Bank renewing from time to time the said Facilities / Limits of Rs._____ allowed to the Borrower, obtaining fresh documents from him/her/they, closing the existing accounts, opening new accounts, or transferring the same or part thereof to any branch of the Bank. Notwithstanding this, the Guarantor(s) agree(s) and declare(s) that he/she/they shall remain liable to the Bank for any indebtedness of the Borrower under the renewed facilities / limits and the terms and conditions of this Agreement shall apply and govern his/her/their liability under the renewed facilities / limits.
6. The Guarantor(s) further declare(s) that all dividends, compositions or payment received by the Bank from the Guarantor(s) or any other persons liable to him/her/they or his/her/ their representative shall be taken and applied as payment in gross and the Guarantor(s) and his/her/their representatives shall have no right to claim the benefit of any such dividends, compositions or payment until full amount of all claims of the Bank against the Borrower and his/her/their representatives which are covered by this Agreement shall have been paid.
7. No advance, overdraft or other credit facilities that the Bank may give to the Borrower beyond the Limits mentioned in para No.1 above or obtaining of any other guarantee or security from the Borrower shall determine, prejudice or lessen the liability of the Guarantor(s) hereunder.
8. The Guarantor(s) further agree(s) that any accounts settled between the Bank and the Borrower or the balance admitted or confirmed by him or his authorized agents as due on the said accounts to the Bank will be conclusive and shall not be disputed or questioned by the Guarantor(s).
9. The Guarantor(s) authorize(s) and appoint(s) each of the Borrower or any person duly authorized by them as agent to confirm the balance due and acknowledge liability on his/her/their behalf as guarantor(s) from time to time. The Guarantor(s) further agree(s) that any acknowledgement of liability made by the Borrower or any person duly authorized by him/her/they to operate the accounts or any of the co-Guarantors as agent on behalf of the Guarantor(s) shall be binding on him/her/they for giving fresh start of limitation and also for admission of liability against him/her/they.
10. In case the Bank sells the hypothecated, pledged or mortgaged security/ies held in the loan accounts, the Guarantor(s) agree(s) that the Bank may sell the said securities without giving any notice of such sale to the Guarantor(s). The Guarantor(s), agree(s) that he/she/they will not question the sale or the sale price in any manner or on any ground whatsoever.
11. In case the amount guaranteed by the Guarantor(s) is paid by the Borrower(s) to the Bank and the Bank in consequence discharges the Guarantor(s) from all liabilities under this Agreement, but it is subsequently determined by a Court of Law or otherwise that the said payment was a fraudulent preference and the Bank is made to refund the said amount, the Guarantor(s)' liability to the Bank on the basis of this Agreement shall revive to the same extent and in the same manner as if such payment had never been made.

12. The guarantee hereby given shall not be determinable or taken as satisfied by the Guarantor(s) except on the terms of his/her/their making full payment up to the limit of his/her/their guarantee for any then outstanding liabilities or obligations on the said account. The guarantee shall not be affected by his/her/their death or insanity until the Bank shall have received formal authentic notice in writing thereof.
13. So long as any money remains owing under this Agreement, the Bank shall have lien on all moneys standing to the credit of the Guarantor(s) and on any securities or goods in the hands of the Bank belonging to any of the Guarantor(s) and the Bank shall be entitled to appropriate/set off/realize the same.
14. The Guarantor(s) hereby give(s) consent for disclosure by the Bank of all or any such:
 - a. Information and data relating to the Guarantor(s);
 - b. The information or data relating to the Guarantor(s) obligations in any credit facility granted/to be granted by the Bank and guaranteed by Guarantor(s) under this Agreement; and
 - c. Default, if any, committed by the Guarantor(s) in discharge of such obligations,

as the Bank may deem appropriate and necessary, to disclose and furnish to approved Credit Information Companies and any other agency authorized in this behalf by Reserve Bank of India.

The Guarantor(s) declare(s) that the information and data furnished by the Guarantor(s) to the Bank are true and correct.

The Guarantor(s) agree(s) that approved Credit Information Companies and any other agency so authorized may use and process the said information and data disclosed by the Bank in the manner as deemed fit by them; and furnish, for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions, etc. and other credit grantors or registered users, as may be specified by Reserve Bank of India in this behalf.

15. That the contents of the Agreement have been read over and translated into _____ vernacular language [name of the language of the borrower/s] and borrower/s having understood the contents thereof subscribe(s) to these presents.

In witness whereof the Guarantor(s) and the Bank have set their hands hereunto at the place and on the date as first hereinabove mentioned.

GUARANTOR (S)

1. Sign. _____
Name _____
2. Sign. _____
Name _____

WITNESSES:

- Sign. _____
Name _____
- Address _____

For. KANNUR CO-OPERATIVE URBAN BANK LTD,

