

## APPLICATION FORM FOR BANK GUARANTEE AGAINST CREDIT LIMIT/CASH MARGIN

1 of 6

The Branch Manager

DATE: DD/MM/YYYY

Axis Bank LTD,

Branch \_\_\_\_\_

1. I/We, \_\_\_\_\_ (Name of the Applicant) am/are holding Operating Account No. \_\_\_\_\_ with your bank. I/We request you to issue a Bank Guarantee (Inland/Foreign), as per format enclosed and as per details given below :

Against the margin in the form of FD(s)

FD Holder's Name	FD Number	Maturity Date	Amount (in Rs)
		DD/MM/YYYY	
		DD/MM/YYYY	
		DD/MM/YYYY	

And/Or

I/We request you to debit my/our current/savings account no. \_\_\_\_\_ with you for Rs. \_\_\_\_\_ for opening new FD(s) as per the following details:

Name of the depositor	
*Amount (In Rs)	
Tenor of FD	
Renewal Instructions	
Type of FD	

\*105% cash margin is required incase the customer is requesting for interest payment on Quarterly (QIC) / Monthly (MIC) basis.

In relation to the FD(s), I/We agree and confirm that:

- (a) All terms and conditions, applicable to FD(s) with Axis Bank and as uploaded on [www.axisbank.com](http://www.axisbank.com), not expressly over-riden herein, shall continue to apply in relation to the FD(s) and the same shall be binding on me / us including any alteration, changes, revision etc. as may be done by Axis Bank, at its sole discretion, applicable from time to time.
- (b) Axis Bank is authorised to renew the FD(s) during the subsistence of the Facility or for the tenor of any or all of the BG so issued under the Facility(ies).
- (c) I/We hereby confirm and undertake that the afore Fixed Deposit is placed as security/collateral security for the due repayment of the liability arising out of the aforesaid Bank Guarantee and the ultimate liabilities due/that may become due to the Bank. In addition to your right of set off, Axis Bank shall also have right at any time and without prior notice or reference to me/us and without my/our consent to adjust, appropriate or to set off any credit balance or any part thereof due to me/us in my/our current/ savings /any other deposit account or any account whatsoever including the aforesaid Fixed Deposit at any of Axis Bank branches in my/our name (s) (hereinafter referred to as the "Deposit") with or without joint names of any other persons on or before the dates of maturity thereof towards the satisfaction or part satisfaction of outstanding balances or loan, or of the amounts due or to become due by me/us to you in any account including under the aforesaid Bank Guarantee at any of Axis Bank branch/branches whatsoever.
- (d) That in case of default or dues under the aforesaid Bank Guarantee are not repaid on demand, the Bank may take all steps necessary to prematurely encash the Fixed / Term Deposit to itself or set off or uplift the securities/ Fixed or Term Deposits hereby offered or held at any time or transfer / assign or reassign the same considered to be reasonable by the Bank and appropriate the net amounts towards discharge of all my / our liabilities in the account/s with the Bank at any of its branch(es). Should there be any shortfall, I/We hereby undertake to pay the same along with interest at the rate specified in the sanction, on demand by the Bank without any demur and the Bank may reserve its right to initiate appropriate proceedings against me/us for recovery of its dues from me/us.
- (e) The security held on the terms of this Letter shall act as continuing security for ultimate balance of all monies that may be due from me/ us to the Bank. Neither the said security nor this Letter shall be considered as terminated by reason of any change in the constitution or by death/ retire-ment (in case of partnership) or otherwise and shall be fully binding on my/our legal representatives, heirs, executors, administrators and assigns.

**And/Or**

Against my/our guarantee limit for Rs. \_\_\_\_\_ My/our Omnibus Counter-Guarantee dated DD/MM/YYYY

**2. Details of the Bank Guarantee:**

[1] Bank Guarantee on behalf of: \_\_\_\_\_

[2] Beneficiary Name: \_\_\_\_\_

[3] Beneficiary Address: \_\_\_\_\_

Landmark: \_\_\_\_\_ City: \_\_\_\_\_

Pin Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

[4] Purpose of BG: \_\_\_\_\_

[5] Place of BG delivery: \_\_\_\_\_ (Applicable only in case if BG is being taken delivery from another branch other than issuing branch)

[6] Currency of BG: \_\_\_\_\_

[7] Amount of BG (in Fig): \_\_\_\_\_

[8] Amount of BG (in words):

[9] Expiry Date of BG: DD/MM/YYYY Or Tenor: Write Tenor

[10] Claim expiry date (Minimum claim period of one year required): DD/MM/YYYY Or Tenor: Write Tenor

[11] Whether BG to be issued on behalf of JV/SPV/Associates: Yes/No \_\_\_\_\_

(a) If yes, Name of JV/SPV/Associates \_\_\_\_\_

(b) Cust ID of the JV/SPV/Associates \_\_\_\_\_

[12] Security Value %: 100 % OR 105% OR 110 % OR LIMIT \_\_\_\_\_

[13] Witness clause: \_\_\_\_\_ (If yes, ad valorem stamp duty will be levied)

[14] Email Id for Correspondence (Mandatory): \_\_\_\_\_

[15] Beneficiary Bank Name: \_\_\_\_\_

IFSC of beneficiary bank: \_\_\_\_\_

3.  We hereby confirm that we have not availed any fund / non fund based facility from any bank in India;

Or

As on date of this application, following credit facility(ies) are being availed by me/us :

Name of the bank/financial institution & branch	Fund based (Rs. In crs)	Non Fund based ( Rs. in crs)

4. We unconditionally agree to the terms and conditions set out at the end of this Application which we have read and understood.

5. I/we confirm that I/we am/are holding original receipts of above pledged deposits and aware that the bank has right on these deposits till our liability extinguishes under BG/ that said guarantee/s is/are covered by the said omnibus counter- guarantee dated DD/MM/YYYY executed by me/us in your favour.

6. Please debit your charges/BG commission in this connection to my/our Current/Cash Credit \_\_\_\_\_ Account with our/your \_\_\_\_\_ Branch.



Signature of Applicant (Party on whose behalf BG is sought)  
(Stamp of the Party to be affixed, if applicable)



Signature of FD Holder/s\*  
(Stamp of the Party to be affixed, if applicable)  
\*Applicable in case of third party fixed deposit

**\*\*\*Applicable in case the Applicant for the BG is a Corporate**

In terms of the Resolution dated DD/MM/YYYY, Shri/Smt. \_\_\_\_\_ and Shri/Smt. \_\_\_\_\_, the Signatories to the Application above are duly authorized to make the Application and avail the Facility/discharge the fixed Deposit as security. it is also confirmed that the said Resolution is valid and subsisting as on the above Application / discharge the FD as security.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_



Stamp and Signature  
MD/CEO/CS/CFO/Whole-Time Director

**CONDITIONS GOVERNING BANK GUARANTEE AND RIGHTS OF AXIS BANK LIMITED, THE ISSUER**

1. The Parties agree that Axis Bank Limited will issue Bank Guarantee (BG) as per the request overleaf subject to regulations and guidelines that may be issued by Reserve Bank of India (RBI) and other statutory / regulatory authorities including guidelines detailed under FEMA 1999.
2. The Parties agree and confirm that Axis Bank Limited has unconditional right to pay and discharge the Bank Guarantee (BG) on invocation / renew the BG as per terms of the BG, notwithstanding any dispute between / amongst the Parties and the beneficiary.
3. The Parties agree that the BG shall be issued with a minimum claim period of one year on top of the guarantee period and commission shall be recovered as per sanction terms/Axis Bank's standard rates upto claim expiry period.
4. Axis Bank Limited is authorized to debit the Operating Account or liquidate the FDs as detailed in the application to make payments in case of invocation of BG by the Beneficiary, which may also lead to premature closure of the said FD.
5. The Parties hereto authorize Axis Bank Limited to debit the Operating Account as detailed in the application towards all costs, expenses, commission and charges in respect of the Issuance of BG. In case of BG is issued with Auto renewal clause, Axis Bank Limited is authorized to debit the Operating Account towards commission for renewal of the said BG.
6. Axis Bank Limited is also authorized to recover the commission from the interest accrued in the TDR if sufficient amount is not available in the operative account
7. The Parties hereto agree that the BG shall be renewed in stages of one year post claim expiry date at the discretion of Axis Bank Limited till closure of the BG by the customer in case of BG issued on Auto renewal basis due to any clause in the BG.
8. The Parties hereto agree that Axis Bank Limited is authorized to renew the Fixed Deposit, covering the tenor of BG with a continuing lien thereon.
9. The Parties agree to provide a specific undertaking that Axis Bank Limited is not under obligation to extend the validity of the credit facilities to keep the bank guarantee alive under the auto renewal clause and in spite of the auto renewal clause the facilities could be cancelled by Axis bank Limited at its discretion.
10. Axis Bank Limited, as guarantor, shall have all rights, claims and privileges under Indian Contracts Act, 1872 as against the Parties herein, for the purpose of Sec. 145 of the Indian Contracts Act, 1872. Axis Bank Limited can treat the party on whose behalf BG is issued and the party on whose request BG is issued, as principal debtors, jointly and severally.
11. I/We authorize Axis Bank Limited to debit the Operating Account towards additional margin requirements in case of market movement in foreign currency resulting in increase in liability under the BG(applicable in case of Foreign Bank Guarantee).
12. I/We agree, undertake and confirm as under:
  - (a) I/We understand that as a precondition relating to the grant of and/or continuing the grant of the facility, the Bank requires the my/our consent for the disclosure by the Bank of, information and data relating to me/us, of the facility availed of/to be availed by me/us, in discharge thereof.
  - (b) Accordingly, the I/We hereby agree and give consent for the disclosure by Bank of all or any such:
    - (i) information and data relating to me/us;
    - (ii) The information of data relating to the facility/ documents; and
    - (iii) Default, if any, committed by the me/us, in discharge of the my/our obligations under the facility,

as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Companies ("CIC") and any other agency authorised in this behalf by Reserve Bank of India ("RBI") and/or to Information Utilities or any other person pursuant to the Insolvency and Bankruptcy Code, 2016; and/or to any other statutory or regulatory or law enforcement authority (including Court and/or Tribunals).

- (c) I/We declare that the information and data furnished by the me/us to the Bank is true and correct and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank, as and when requested by the concerned Information Utility.
- (d) I/We also undertake that:
  - (i) Any CIC and any other agency so authorised may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
  - (ii) Any CIC and any other agency so authorised may furnish for consideration, the processed information and data disclosed or products thereof prepared by them, to bank(s)/financial institution(s) and other credit grantors or registered users, as may be specified by the RBI in this behalf.
- (e) I/We agree, undertake and authorize the Bank to exchange, share or part with all the information, data or documents or other information as mentioned in this Clause and also the information relating to the conduct of the my/our accounts, credit history or repayment record, with other banks / financial institutions involved in the financing arrangement to the Borrower, whether under consortium or multiple banking or sole banking arrangement and also with the banks/ financial institutions intending to finance, as the Bank may deem necessary or appropriate as may be required for use or processing of the said information / data by such banks/ financial institutions or furnishing of the processed information / data to other banks / financial institutions / credit providers and the I/We shall not hold the Bank liable in any manner for use of such information.
- (f) I/We agree that in case I/We commit a default in payment or repayment of any amounts in respect of the facility, the Bank and/or RBI will have an unqualified right to disclose or publish the details of the default and my/our name, details of the directors, partners, as the case may be, as defaulters, in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.

13. I/We confirm that we are aware of Axis Bank Ltd's Sanctions Policy Statement and that Axis Bank, including its subsidiaries and affiliates (the "Group"), is firmly committed to complying with all applicable sanctions laws (as imposed by UN, US, UK, EU or any other Government and/or Regulatory authorities) that are legally binding upon the Group and its businesses.

14. I/We are further aware that Axis Bank Ltd may be unable to process any transactions that involves or have linkages/reference to any sanctioned countries\*/territories\*/parties including for cases where transshipment is involved.

15. I/We confirm that shipment and / or transshipment of goods covered under this transaction shall not involve any sanctioned countries / territories /parties.

\*Sanctioned Countries and Territories include Cuba, Iran, Syria, North Korea (also known as Democratic People's Republic of Korea), Crimea and Sevastopol (also known as Crimean Autonomous Republic) and Sectorial Sanctioned Countries and Territories include Russia and Venezuela.

Signature of Applicant (Party on whose behalf BG is sought)  
(Stamp of the Party to be affixed, if applicable)

Signature of FD Holder/s\*  
(Stamp of the Party to be affixed, if applicable)  
\*Applicable in case of third party fixed deposit

**FOR BANK USE ONLY**

Mr./ M/s \_\_\_\_\_ has submitted the aforesaid request for Issuance of above BG for Rs. \_\_\_\_\_ against 100% /110% Cash Margin/Credit limit. The customer has funded the operative account for the commission & margin.

It is confirmed that the captioned customer is KYC compliant & all the relevant KYC documents are held on record. I/We hereby confirmed that as per records, the customer is/is not (select as appropriate) enjoying fund based facility from \_\_\_\_\_ /any bank in India. It is here by confirmed that the documents have been executed by the client in the presence of \_\_\_\_\_ (name & designation of the Bank official, not below the rank of Manager) and accordingly sanction has been accorded for issuance of Bank Guarantee against 100% / 110% cash margin / Credit limit as requested.

Branch Head: \_\_\_\_\_ SS Number: \_\_\_\_\_

Name: \_\_\_\_\_ Designation: \_\_\_\_\_

Emp. No.: \_\_\_\_\_